MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 17, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, 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 June 17, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea 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. Revisions to the agenda 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 Ed Honea 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 Ed Honea Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

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

the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2025.012: Relating to public nuisance and property preservation; adopting revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code; revising Section 18-1-2 (Definitions) to replace the definition of "junked or abandoned vehicle" with "inoperable motor vehicle" and to add definitions for "owner" and "responsible party"; revising Section 18-3-2 (Vehicles and watercraft) by replacing "junked or abandoned vehicle" with "inoperable motor vehicle" and by adding a provision prohibiting an inoperable motor vehicle on public streets or property; revising Section 18-3-4 (Land) to clarify wording; and designating an effective date

Resolution No. 2025-055: Relating to public nuisance and property preservation; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.012; adopting revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code; revising Section 18-1-2 (Definitions) to replace the definition of "junked or abandoned vehicle" with "inoperable motor vehicle" and to add definitions for "owner" and "responsible party"; revising Section 18-3-2 (Vehicles and watercraft) by replacing "junked or abandoned vehicle" with "inoperable motor vehicle" and by adding a provision prohibiting an inoperable motor vehicle on public streets or property; revising Section 18-3-4 (Land) to clarify wording; and designating an effective date (Luke Fischer)

C2 Resolution No. 2025-056: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General (Jane Fairall)

C3 Resolution No. 2025-057: Relating to Development; approving the Final Plat for Twin Peaks Vista, Lots 1-58 and Common Areas "A-1" - "A-5" (Natural Open Space), "B" (Active Open Space), and "C-1" - "C-2" (Revegetated Open Space, Drainage, and Utilities) located west of Twin Peaks Road and south of the Potvin Lane Alignment within a portion of Section 11, Township 12 South, Range 12 East (Brian D. Varney)

C4 Resolution No. 2025-058: Relating to Municipal Court; approving the reappointment of Darlene Chavira-Chavez as magistrate pro tempore for the Marana Municipal Court (Libby Shelton)

C5 Resolution No. 2025-059: Relating to Municipal Court; approving the appointment of Maricela Meza and Bruce Chalk as a magistrates pro tempore for the Marana Municipal Court (Libby Shelton)

C6 Resolution No. 2025-060: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves by amending Section 4-1 "Vacation Leave," Policy 4-9 "Leave Donation," and Policy 4-16 "Parental Paid Time Off" (Curry C. Hale)

C7 Resolution No. 2025-061: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 – Employment Benefits and Leaves by amending Policy 4-14 "Alternative Work Assignments/Light Duty" (Curry C. Hale)

C8 Resolution No. 2025-062: Relating to Public Works; approving and authorizing the Mayor to execute the First Amendment to Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit (Jane Fairall)

C9 Resolution No. 2025-063: Relating to Water; approving and authorizing the Mayor to sign the Third Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

C10 Approval of Regular Council Meeting Summary Minutes of June 3, 2025 (David Udall)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2025-064: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

B2 Resolution No. 2025-065: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Utilities Board (David L. Udall)

COUNCIL ACTION

A1 PUBLIC HEARING: Resolution No. 2025-066: Relating to Community and Neighborhood Services; approving and adopting the Town of Marana Plan Year 2025 Annual Action Plan for the Town of Marana Community Development Block Grant Program and authorizing the Town Manager to transmit the Annual Action Plan document to the United States Department of Housing and Urban Development (Lisa Shafer)

A2 Ordinance No. 2025.013: Relating to Building Safety; adopting by reference the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Plumbing Code (IPC), the 2024 International Residential Code (IRC), the 2024 International Mechanical Code (IMC), the 2024 International Property Maintenance Code (IPMC), the 2023 National Electrical Code (NEC), the 2024 International Fire Code (IFC), the 2024 International Fuel Gas Code (IFGC), and the 2024 International Swimming Pool and Spa Code (ISPSC); adopting local amendments to the foregoing codes; amending Marana Town Code Title 7 (Building) by revising Section 7-1-2 (Building codes adopted); and designating an effective date (David Spurlock)

Resolution No. 2025-067: Relating to Building Safety; declaring the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Plumbing Code (IPC), the 2024 International Residential Code (IRC), the 2024 International Mechanical Code (IMC), the 2024 International Property Maintenance Code (IPMC), the 2023 National Electrical Code (NEC), the 2024 International Fire Code (IFC), the 2024 International Fuel Gas Code (IFGC), and the 2024 International Swimming Pool and Spa Code (ISPSC) and the local amendments to the foregoing codes adopted by Marana Ordinance No. 2025.013 as public records filed with the Town Clerk (David Spurlock)

A3 Resolution No. 2025-068: Relating to Airport; approving and authorizing the Mayor to sign the "Third Amendment to First Amended FBO Lease Agreement" with Pima Aviation, Inc. for the exchange of certain Airport parcels in furtherance of the Town's air traffic control tower project (David L. Udall)

A4 Resolution No. 2025-069: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (Jane Fairall)

A5 Resolution No. 2025-070: Relating to Tourism; approving and authorizing the implementation of the Town of Marana Tourism Master Plan, 2025 - 2035 (Stefanie Boe)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

D2 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2025-2026 final budget (Yiannis Kalaitzidis)

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Town of Marana Planning Commission.

E3 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interviews of candidates for appointment to the Town of Marana Utilities Board.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **C1**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Luke Fischer, Senior Assistant Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Vibrant Community, Proactive Public Services, Healthy Lifestyles

Subject: Ordinance No. 2025.012: Relating to public nuisance and property preservation; adopting revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code; revising Section 18-1-2 (Definitions) to replace the definition of "junked or abandoned vehicle" with "inoperable motor vehicle" and to add definitions for "owner" and "responsible party"; revising Section 18-3-2 (Vehicles and watercraft) by replacing "junked or abandoned vehicle" with "inoperable motor vehicle" and by adding a provision prohibiting an inoperable motor vehicle on public streets or property; revising Section 18-3-4 (Land) to clarify wording; and designating an effective date

Resolution No. 2025-055: Relating to public nuisance and property preservation; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2025.012; adopting revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code; revising Section 18-1-2 (Definitions) to replace the definition of "junked or abandoned vehicle" with "inoperable motor vehicle" and to add definitions for "owner" and "responsible party"; revising Section 18-3-2 (Vehicles and watercraft) by replacing "junked or abandoned vehicle" with "inoperable motor vehicle" and by adding a provision prohibiting an inoperable motor vehicle on public streets or property; revising Section 18-3-4 (Land) to clarify wording; and designating an effective date (Luke Fischer)

Discussion:

On February 9, 2021, Town staff presented a Town Code update to the Mayor and Council that included the desire of staff to implement the Town's first Neighborhood Preservation Code. At the Council's direction, the staff from Code Enforcement, Development Services, and the Legal Department worked together to create a draft code that was presented to Council on June 15, 2021. At that meeting, Council directed staff to finalize a draft and made it available for public comment. After receiving input from Town staff, Marana Police Department, and Marana Municipal Court, the draft was placed on the Town's website, sent to Marana Nextdoor accounts, and presented to the business community at the September 29th Marana Chamber Insight meeting. On November 16, 2021, the Town council adopted the new code, creating Title 18 Public Nuisance and Property Preservation.

Since the adoption of Title 18, staff has been met with challenges regarding the current definition used for "abandoned or junked vehicle." The definition was not inclusive of all the various ways a vehicle would be considered inoperable and in many cases staff found that labeling a person's vehicle as abandoned or junked was offensive. Staff chose to base their definition on the International Code Council's definition of "inoperable motor vehicle" which is broadly used across the US and provides clear, non-subjective language, on what constitutes an inoperable motor vehicle.

The proposed revisions to Title 18 are intended to clarify certain sections, add and revise definitions, and add a violation for parking an inoperable motor vehicle on a public street or public property. Highlights include the following:

- Revising 18-1-2 (Definitions) to remove the definition of "junked and abandoned vehicle" and replace it with "inoperable motor vehicle" and definition.
- Revising 18-2-2 (Definitions) to add the definitions for "owner" and "responsible party."
- Replacing "junked or abandoned vehicle" with "inoperable motor vehicle" throughout Title 18.
- Revising 18-3-2 (Vehicles and watercraft) to prohibit parking or leaving an inoperable motor vehicle on a public street or public property.
- Revising 18-3-4 (Land) to clarify wording within the section.

If adopted, this item will amend the Town Code to include these revisions.

Staff Recommendation:

Staff recommends approval of revisions to Title 18 of the Marana Town Code related to public nuisance and property preservation.

Suggested Motion:

I move to adopt Ordinance No. 2025.012, amending Marana Town Code Title 18 (Public Nuisance and Property Preservation) and Resolution No. 2025-055 declaring a public record.

Attachments

MARANA ORDINANCE NO. 2025.012

RELATING TO PUBLIC NUISANCE AND PROPERTY PRESERVATION; ADOPTING REVISIONS TO TITLE 18 (PUBLIC NUISANCE AND PROPERTY PRESERVATION) OF THE MARANA TOWN CODE; REVISING SECTION 18-1-2 (DEFINITIONS) TO REPLACE THE DEFINITION OF "JUNKED OR ABANDONED VEHICLE" WITH "INOPERABLE MOTOR VEHICLE" AND TO ADD DEFINITIONS FOR "OWNER" AND "RESPONSIBLE PARTY"; REVISING SECTION 18-3-2 (VEHICLES AND WATERCRAFT) BY REPLACING "JUNKED OR ABANDONED VEHICLE" WITH "INOPERABLE MOTOR VEHICLE" AND BY ADDING A PROVISION PROHIBITING AN INOPERABLE MOTOR VEHICLE ON PUBLIC STREETS OR PROPERTY; REVISING SECTION 18-3-4 (LAND) TO CLARIFY WORDING; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS pursuant to A.R.S. § 9-499, the Town of Marana may enact laws regulating properties whose condition is hazardous to public health and safety; and

WHEREAS the Town of Marana established Title 18 of the Marana Town Code to promote the health and safety of the citizens of the Town by protecting neighborhoods against public nuisances and blight; and

WHEREAS the Town Council finds that revising Title 18 of the Marana Town Code regarding public nuisance and property preservation as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. The amendments to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by and attached as Exhibit A to Resolution No. 2025-055 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2025-055

RELATING TO PUBLIC NUISANCE AND PROPERTY PRESERVATION; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2025.012; ADOPTING REVISIONS TO TITLE 18 (PUBLIC NUISANCE AND PROPERTY PRESERVATION) OF THE MARANA TOWN CODE; REVISING SECTION 18-1-2 (DEFINITIONS) TO REPLACE THE DEFINITION OF "JUNKED OR ABANDONED VEHICLE" WITH "INOPERABLE MOTOR VEHICLE" AND TO ADD DEFINTIONS FOR "OWNER" AND "RESPONSIBLE PARTY"; REVISING SECTION 18-3-2 (VEHICLES AND WATERCRAFT) BY REPLACING "JUNKED OR ABANDONED VEHICLE" WITH "INOPERABLE MOTOR VEHICLE" AND BY ADDING A PROVISION PROHIBITING AN INOPERABLE MOTOR VEHICLE ON PUBLIC STREETS OR PROPERTY; REVISING SECTION 18-3-4 (LAND) TO CLARIFY WORDING; AND DESIGNATING AN EFFECTIVE DATE

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the revisions to Title 18 (Public Nuisance and Property Preservation) of the Marana Town Code adopted by Marana Ordinance No. 2025.012, a copy of which is attached to and incorporated in this resolution as Exhibit A and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECTION 1. Title 18 (Public Nuisance and Property Preservation), Section 18-1-2 (Definitions) of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

18-1-2 Definitions

A. The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

~~*1. Abandoned or junked vehicle* means a vehicle that is inoperative, stripped, scrapped, discarded, wrecked, on blocks or similar devices, or is without current license plates, or has deflated or missing tire(s).~~

[No revisions to existing paragraphs 2 through 7, which are hereby renumbered as paragraphs 1 through 6]

78. *Debris* means junk, including, but not limited to, lumber, furniture, furniture parts, cabinets, ~~refrigerators, stoves,~~ appliances, sinks, abandoned or neglected equipment, ~~abandoned or junked vehicles~~ inoperable motor vehicles or parts thereof, or the remains of something of little or no apparent economic value.

[No revisions to existing paragraphs 9 through 14, which are hereby renumbered as paragraphs 8 through 13]

14. *Inoperable motor vehicle* means a vehicle that cannot be driven upon the public streets for reasons including, but not limited to being unlicensed, not currently registered, wrecked, in a state of disrepair, or incapable of being moved under its own power.

[No revisions to existing paragraphs 15 through 18]

19. *Litter* means all solid waste including, but not limited to ashes, street cleanings, severed plant growth, garbage, dead animals, animal feces, ~~abandoned or junked vehicles~~ inoperable motor vehicles or parts thereof, solid commercial and industrial wasted, paper, rags, empty barrels, crates, packing cases, boxes, cartons, wood shavings, packing material, wrappings, cigarettes, cardboard, landscape clippings, leaves, metal, mattresses, bedding, crockery, bottles, cans, glass, plaster, plastic, asphalt, tile, rock, bricks, clean fill, fill dirt, excavation material, or other materials tending to create an unsightly condition and having an adverse effect upon the health and safety of citizens.

[No revisions to existing paragraphs 20 through 21]

22. *Occupant* means the person occupying or having custody of a structure or premise as a lessee or otherwise.

23. *Owner* means any person, agent, firm, partnership, or corporation having legal or equitable interest in the property, holding title to the property, or otherwise having control of the property.

[No revisions to existing paragraphs 22 through 26, which are hereby renumbered as paragraphs 24 through 28]

29. *Responsible party* means an owner, lessee, mortgagee, property manager, tenant, or occupant of all specified properties, including buildings, grounds, lots, or premises.

[No revisions to existing paragraphs 27 through 33, which are hereby renumbered as paragraphs 30 through 36]

SECTION 2. Title 18 (Public Nuisance and Property Preservation), Section 18-3-2 (Vehicles and watercraft) of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

18-3-2 Vehicles and watercraft

A. An owner and/or occupant of land where an ~~abandoned or junked vehicle~~ inoperable motor vehicle, or a vehicle or watercraft being restored or undergoing major repair, is located, shall store the vehicle and watercraft in an enclosed are so that the vehicle and watercraft are not visible from any point outside the land. A vehicle or watercraft cover is not an enclosed area, unless the vehicle is fully within a carport.

B. Except as otherwise provided by law, there shall be no more than two ~~abandoned or junked~~ inoperable motor vehicles on any property.

C. Except as otherwise provided by law, no person shall display a vehicle or watercraft for sale on land of another or within the right of way.

D. No person shall park a vehicle or watercraft on any street or public place for the principal purpose of washing, greasing, or repairing the vehicle or watercraft, except repairs necessitated by an emergency.

E. No person shall park an inoperable motor vehicle on any street or on public property.

SECTION 3. Title 18 (Public Nuisance and Property Preservation), Section 18-3-4 (Land) of the Marana Town Code is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

18-3-4 Land

A. The owner and/or occupant of land shall maintain the land free of:

[No revisions to existing paragraphs 1 through 2]

3. Plant growth, infestation, and any other condition that encourages infestation or otherwise adversely affects the health and safety of individuals or the public; or

4. Weeds, ~~Grass~~ grass higher than nine inches, poison oak, and poison ivy ~~and weeds~~; or plant growth that is dead, dry, uncultivated, or overgrown.

Council-Regular Meeting **C2**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-056: Relating to Administration; designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General (Jane Fairall)

Discussion:

A.R.S. §41-1279.07 requires each political subdivision to provide to the auditor general by July 31 each year the name of the chief fiscal officer (CFO) designated by the governing board of the political subdivision to submit the current fiscal year's annual expenditure limitation report (AELR). In the past, the Town has accomplished this by filling out the reports requested by the auditor general. However, the auditor general is now requiring that the Town submit documentation of the Council's official designation, in the form of a resolution. The attached resolution appoints the Town's Finance Director, Yiannis Kalaitzidis, as the Town's CFO for purposes of submitting the AELR.

Staff Recommendation:

Staff recommends approval of the resolution appointing Yiannis Kalaitzidis as the Town's CFO for purposes of submitting the AELR for FY 2026.

Suggested Motion:

I move to adopt Resolution No. 2025-056, designating Yiannis Kalaitzidis as the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General.

Attachments

Resolution No. 2025-056

MARANA RESOLUTION NO. 2025-056

RELATING TO ADMINISTRATION; DESIGNATING YIANNIS KALAITZIDIS AS THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2026 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL

WHEREAS A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Town of Marana Mayor and Council desire to designate Yiannis Kalaitzidis as the Town's Chief Fiscal Officer; and

WHEREAS entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR; and

WHEREAS the Town Council finds that adopting this resolution designating the Town's Finance Director, Yiannis Kalaitzidis, as the Town's Chief Fiscal Officer for this purpose 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 recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Yiannis Kalaitzidis is hereby designated as the Town's Chief Fiscal Officer for purposes of submitting the fiscal year 2026 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-057: Relating to Development; approving the Final Plat for Twin Peaks Vista, Lots 1-58 and Common Areas "A-1" - "A-5" (Natural Open Space), "B" (Active Open Space), and "C-1" - "C-2" (Revegetated Open Space, Drainage, and Utilities) located west of Twin Peaks Road and south of the Potvin Lane Alignment within a portion of Section 11, Township 12 South, Range 12 East (Brian D. Varney)

Discussion:

Request
Rick Engineering Company, Inc., representing the property owner, Millrose Properties Arizona, LLC, is requesting approval of a final plat for Twin Peaks Vista, Lots 1-58 and Common Areas "A-1" - "A-5" (Natural Open Space), "B" (Active Open Space), and "C-1" - "C-2" (Revegetated Open Space, Drainage, and Utilities) on approximately 24.14 acres.

Zoning and Land Use
The zoning of the property is SP (Twin Peaks Vista Specific Plan). The final plat proposes 58 residential lots, public streets, 7.5 acres of natural open space, 0.6 acres of active open space, and 3.8 acres designated for revegetated open space, drainage and utilities. The natural open space will include a private natural earth trail and existing native vegetation. The active open space will include shaded (covered) children's playground equipment, an artificial turf area, picnic table, bench seating, bike racks, trash receptacles, a pet waste station, and a concrete walking path. A minimum lot size of 6,575 square feet and a maximum of 12,861 square feet are proposed. The plat proposes an average lot size of 7,291 square feet. The plat yields a density of 2.4 residences per acre.

Access and Traffic Circulation
The subdivision will be accessed directly from Potvin Lane. An improved emergency access will be provided to Decker Drive. The plat proposes 0.9 miles of new public streets.

Infrastructure and Utilities
Water service will be provided to the subdivision by Marana Water. Wastewater service will be provided by Pima County Regional Wastewater.

Staff Recommendation:

Staff has reviewed the proposed final plat against all applicable requirements. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2025-057, approving the Final Plat for Twin Peaks Vista Lots 1-58 and Common Areas "A-1" - "A-5", "B", and "C-1" - "C-2".

Attachments

Resolution No. 2025-057
PRV2408-004 Final Plat for Twin Peaks Vista, Lots 1-58
PRV2408-004 Final Plat for Twin Peaks Vista, Lots 1-58 Map
PRV2408-004 Final Plat for Twin Peaks Vista, Lots 1-58 App

MARANA RESOLUTION NO. 2025-057

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR TWIN PEAKS VISTA, LOTS 1-58 AND COMMON AREAS "A-1" – "A-5" (NATURAL OPEN SPACE), "B" (ACTIVE OPEN SPACE), AND "C-1" – "C-2" (REVEGETATED OPEN SPACE, DRAINAGE AND UTILITIES) LOCATED WEST OF TWIN PEAKS ROAD AND SOUTH OF THE POTVIN LANE ALIGNMENT WITHIN A PORTION OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 12 EAST

WHEREAS on February 18, 2014, the Mayor and Council adopted Ordinance No. 2014.003 approving a rezoning of the subject property from R-36 (Residential) to "F" (Specific Plan) creating the Twin Peaks Vista Specific Plan; and

WHEREAS on May 10, 2023, staff approved a preliminary plat for Twin Peaks Vista Lots 1-58, and Common Areas "A-1" – "A-5", "B", and "C-1" - "C-2"; and

WHEREAS Rick Engineering Company, Inc. representing the property owner, has applied for approval of the Final Plat for Twin Peaks Vista Lots 1-58, and Common Areas "A-1" – "A-5" (Natural Open Space), "B" (Active Open Space), and "C-1" – "C-2" (Revegetated Open Space, Drainage, and Utilities) consisting of 24.14 acres; and

WHEREAS the Mayor and Council, at its June 17, 2025 meeting, determined that the Final Plat for Twin Peaks Vista Lots 1-58 and Common Areas "A-1" – "A-5", "B", and "C-1" – "C-2" should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Twin Peaks Vista Lots 1-58 and Common Areas "A-1" – "A-5", "B", and "C-1" – "C-2" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS THE EAST LINE OF THE NW QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G.S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA. SAID BEARING BEING: S 02°02'18" E.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 24.14 ACRES: 1,051,381 SF.

2. THE EXISTING ZONING IS SP (SPECIFIC PLAN - TWIN PEAKS VISTA) PER ORDINANCE NO. 2014.003. THE LAND USE DESIGNATIONS ARE RESIDENTIAL AREA (RA), ACTIVE OPEN SPACE (AOS) AND NATURAL OPEN SPACE (NOS).

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 58. THE DENSITY IS 2.4 RAC.

4. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SF FOR SINGLE-FAMILY DETACHED RESIDENTIAL PER THE RA LAND USE DESIGNATION.

5. MINIMUM LOT SIZE PROVIDED: 6,575 SF.
   MAXIMUM LOT SIZE PROVIDED: 12,861 SF.
   AVERAGE LOT SIZE: 7,291 SF.

6. MAXIMUM BUILDING HEIGHT: TWO STORIES OR 30 FT

7. MINIMUM SITE SETBACKS:
   FRONT: 16 FT
   EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE GARAGE SETBACK SHALL BE A MINIMUM OF 20 FT. A MAXIMUM OF 35% OF THE LOTS MAY HAVE A REDUCED SETBACK TO THE 16 FT, WITH THE BALANCE OF THE SETBACKS BEING 20 FT OR GREATER.
   SIDE: 5 FT
   WITH A STREET SIDE YARD (SETBACK) HAVING A MINIMUM OF 10 FT.
   REAR: 20 FT
   WHERE THE FRONT YARD (SETBACK IS INCREASED ABOVE 20 FT, THE REAR YARD (SETBACK) MAY BE REDUCED BY ONE FT FOR EACH FT OF THE FRONT YARD INCREASE BUT SHALL NOT BE REDUCED TO BELOW 15 FT. WHERE THE FRONT YARD (SETBACK) IS DECREASED BELOW 20 FT, THE REAR YARD (SETBACK) SHALL BE INCREASED BY ONE FT FOR EACH FT OF FRONT YARD DECREASED BUT SHALL NOT BE REQUIRED TO BE OVER 25 FT.

8. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
   PUBLIC STREETS IS 2.6 AC; 113,309 SF
   COMMON AREA "A-1" THRU "A-5" (NATURAL OPEN SPACE) IS 7.5 AC: 325,127 SF
   COMMON AREA "B" (ACTIVE OPEN SPACE) IS 0.6 AC: 24,091 SF
   COMMON AREA "C-1" THRU "C-2" (REVEGETATED OPEN SPACE, DRAINAGE & UTILITIES) IS 3.8 AC: 165,950 SF

9. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

10. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.

11. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

12. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

13. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

14. TOTAL MILES OF NEW PUBLIC STREET IS 0.9.

15. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.

16. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

17. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER, AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.

18. PER ORDINANCE NO. 2014.003 THE FOLLOWING LOTS ARE LIMITED TO SINGLE-STORY RESIDENCES NOT TO EXCEED 25 FEET IN HEIGHT: 1 THRU 5, 25 THRU 32.

19. THE TWIN PEAKS VISTA PEAKS VISTA DEVELOPMENT IS SUBJECT TO THE STANDARDS AND GUIDELINES DEFINED WITHIN THE TWIN PEAKS CORRIDOR STUDY ADOPTED BY THE MARANA MAYOR AND TOWN COUNCIL ON FEBRUARY 18, 2014, VIA RESOLUTION NO. 2014-013.

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, DRAINAGEWAYS, AND EASEMENTS, INCLUDING NO ACCESS EASEMENTS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY AND COMMON AREAS. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

PRIVATE DRAINWAYS AND COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND PUBLIC SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED SEQUENCE #2025_____IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202418, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

TRUST OFFICER DATE

ACKNOWLEGEMENT

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

ON THIS___ DAY OF_____, 2025, BEFORE ME PERSONALLY APPEARED _____WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, L.L.C. TRUST NO. 202418, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES

BENEFICIARY

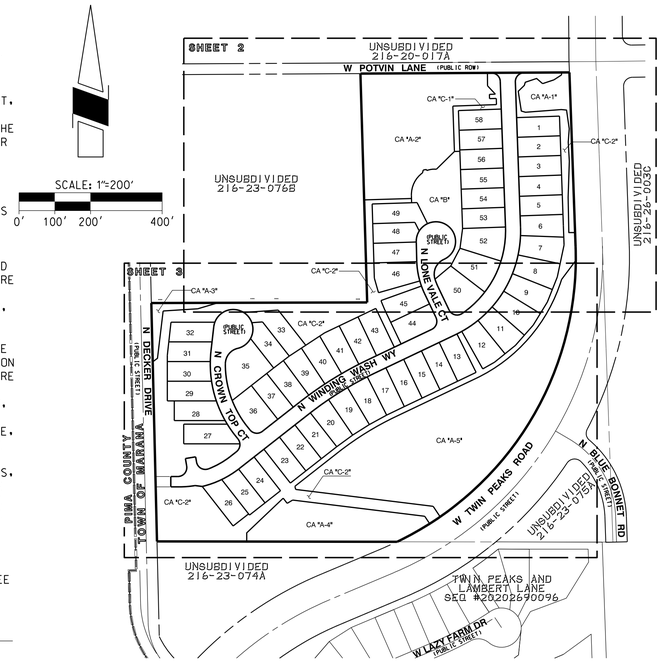
* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 202418, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

  MILLROSE PROPERTIES ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
  7464 NORTH LA CHOLLA BOULEVARD
  TUCSON, ARIZONA 85741

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM TITLE SECURITY AGENCY L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202418, AS RECORDED IN SEQ #2025_____IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY:
TOWN OF MARANA DATE



ADMINISTRATIVE ADDRESS

10674 NORTH DECKER DRIVE, TUCSON, ARIZONA 85742

RECORDING

SEQ: #2025_____

FEE: _____

STATE OF ARIZONA }
COUNTY OF PIMA } SS.

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE_____
TIME_____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: _____
DEPUTY

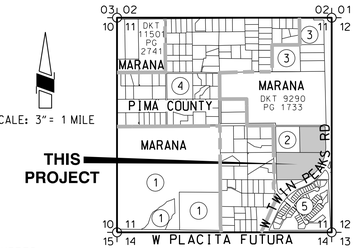
CERTIFICATION OF FLOOD PLAIN

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

CERTIFICATION OF SURVEY

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

1. SEQ #20090150376
2. DKT 5483, PG 116
3. DKT 13837, PG 385
4. DKT 12120, PG 1615
5. SEQ #20202690096



LOCATION MAP

PORTION OF SECTION 11, T 12 S, R 12 E, G & SRM
TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET INDEX

1 COVER SHEET
2-3 PLAT SHEETS
4 DETAILS & TABLES SHEETS

LEGEND

SYMBOL	ITEM
⊕	FOUND ALUMINUM CAPPED PIPE SURVEY MONUMENT, PE 2368 (OR AS NOTED)
○	FOUND SURVEY MONUMENT, RLS 18557 (1/2" REBAR WITH WASHER OR AS NOTED)
◎	FOUND SURVEY MONUMENT AS NOTED
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 17)
▣	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
(RAD)	INDICATES BEARING IS RADIAL
(R)	RECORD PER SEQ #20141700043
(M)	MEASURED
✳	DRIVEWAY ORIENTATION ON LOTS
SVT	SIGHT VISIBILITY TRIANGLE
-○-	QUARTER SECTION CORNER AS NOTED
23	LOT NUMBER
S	SINGLE-STORY RESIDENCE - NOT TO EXCEED 25 FT IN HEIGHT
———	EXIST R/W
— — —	SECTION LINE
———	SUBDIVISION BOUNDARY
———	LOT LINE
——·———	CENTERLINE
— — —	EASEMENT BOUNDARY
— — BEHS — —	BUILDING EROSION HAZARD SETBACK LIMIT
———···———	EXIST 100-YEAR FLOOD PRONE LINE
———·····———	FEMA FLOODPLAIN LIMIT
□ □ □	TOWN/JURISDICTIONAL LIMITS

TOWN OF MARANA APPROVALS

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

MARANA PLANNING MANAGER DATE

MARANA WATER DIRECTOR DATE

CERTIFICATION

I,_____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE_____DAY OF _____, 2025.

CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

MARANA WATER DIRECTOR DATE

FINAL PLAT FOR
TWIN PEAKS VISTA
LOTS 1-58 & COMMON AREAS "A-1" - "A-5", "B," & "C-1" - "C-2"

COMMON AREA "A-1" THRU "A-5": (NATURAL OPEN SPACE)
COMMON AREA "B": (ACTIVE OPEN SPACE)
COMMON AREA "C-1" THRU "C-2": (REVEGETATED OPEN SPACE, DRAINAGE, & UTILITIES)
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ2109-003, PRV2206-002, P24WS00094, P24SC0008

PRV2408-004
SHEET 1 OF 4

SEQUENCE #2025

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3945 E FORT LOWELL RD #111 TUCSON, AZ 85712
J-5067
RICK
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

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SCALE: 1"= 40'

0' 20' 40' 80'

UNSUBDIVIDED
216-20-017A
R-36

UNSUBDIVIDED
216-23-076B
R-36

UNSUBDIVIDED
216-23-076B
R-36

UNSUBDIVIDED
216-26-003C
NC

25' x 11' PUBLIC SEWER ESMT BY SEPERATE INSTRUMENT

EAST 1/4 CORNER SECTION 11
3" BRASS CAP RLS #19316

5/8" REBAR WITH WASHER

TRICO ELECTRICAL USE & R.O.W. ESMT SEQ #20202230563

W POTVIN LN
(EXISTING PUBLIC ROW)
DKT 533, PG 440

N TWIN PEAKS RD
(EXISTING PUBLIC STREET)
(DKT 13312, PG 459 & DKT 11563, PG 3)

N WINDING WASH WAY
(NEW PUBLIC STREET)

N LONE VALE CT
(NEW PUBLIC STREET)

CA "A-1" 16455 SF

CA "A-2" 89117 SF

CA "B" 24091 SF

CA "C-1" 5822 SF

CA "C-2" 160128 SF

1	6600 SF S
2	6600 SF S
3	6600 SF S
4	6600 SF S
5	6600 SF S
6	7123 SF
7	7899 SF
8	7835 SF
9	7835 SF
10	
45	7297 SF
46	8427 SF
47	6600 SF
48	6780 SF
49	8046 SF
50	10558 SF
51	9346 SF
52	9254 SF
53	6600 SF
54	6600 SF
55	6600 SF
56	6600 SF
57	6600 SF
58	6600 SF

SLOPE/DRAINAGE ESMT DKT 13312, PG 448 WIDTH VARIES

10' ELECTRIC ESMT BY THIS PLAT

1/2" REBAR RLS #13178 BENT

SEE SHEET 3

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT DEDICATED BY THIS PLAT
2. 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3. SIGHT VISIBILITY EASEMENT BY THIS PLAT. SEE SHEET 4 FOR DETAIL
4. NEW PUBLIC STREET DEDICATED BY THIS PLAT
5. PRIVATE DRAINAGE EASEMENT DEDICATED BY THIS PLAT

SEE SHEET 4 FOR ALL DETAIL & TABLES

FINAL PLAT FOR
TWIN PEAKS VISTA
LOTS 1-58 & COMMON AREAS "A-1" - "A-5", "B," & "C-1" - "C-2"

COMMON AREA "A-1" THRU "A-5": (NATURAL OPEN SPACE)
COMMON AREA "B": (ACTIVE OPEN SPACE)
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A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ2109-003, PRV2206-002, P24WS00094, P24SC0008

PRV2408-004
SHEET 2 OF 4

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SEQUENCE #2025

SEQUENCE #2025

SEE SHEET 2

UNSUBDIVIDED
216-23-076B
R-36

PIMA COUNTY
TOWN OF MARANA

N DECKER DR
(EXISTING PUBLIC STREET)
DKT 9406, PG 1021

10' ELECTRIC ESMT BY THIS PLAT

25' PUBLIC SEWER EASEMENT BY THIS PLAT

CA "A-3"
6199 SF

CA "C-2"
160128 SF

N CROWN TOP CT
(NEW PUBLIC STREET)

N WINDING WASH WAY
(NEW PUBLIC STREET)

N LONE VALE CT
(NEW PUBLIC STREET)

N TWIN PEAKS RD
(EXISTING PUBLIC STREET)
(BK 2, PG 1, RM & DKT 13312, PG 476)

N BLUE BONNET RD
(EXIST. PUBLIC STREET)
DKT 13312, PG 445

CA "A-5"
169637 SF

CA "A-4"
43719 SF

27	7743 SF	S
28	7084 SF	S
29	7119 SF	S
30	6658 SF	S
31	6636 SF	S
32	6648 SF	S
33	8593 SF	
34	6731 SF	
35	12861 SF	
36	9087 SF	
37	6600 SF	
38	6807 SF	
39	6993 SF	
40	7009 SF	
41	7074 SF	
42	6808 SF	
43	6600 SF	
44	7906 SF	
45	7297 SF	
46	8427 SF	
50	10558 SF	
51	9346 SF	
8	7835 SF	
9	7835 SF	
10	7835 SF	
11	7835 SF	
12	7835 SF	
13	6722 SF	
14	6600 SF	
15	6600 SF	
16	6600 SF	
17	6784 SF	
18	7095 SF	
19	7095 SF	
20	7095 SF	
21	6575 SF	
22	6600 SF	
23	6600 SF	
24	6600 SF	
25	6718 SF	S
26	7156 SF	S

SLOPE/DRAINAGE ESMT DKT 13312, PG 448 WIDTH VARIES

SLOPE/DRAINAGE ESMT DKT 13312, PG 463 WIDTH VARIES

SLOPE/DRAINAGE ESMT DKT 13312, PG 463 WIDTH VARIES

SLOPE/DRAINAGE ESMT DKT 13312, PG 463 WIDTH VARIES

25' WATER EASEMENT BY THIS PLAT

25' PUBLIC WATER ESMT BY THIS PLAT

30' PUBLIC SEWER ESMT BY THIS PLAT

25' PUBLIC WATER ESMT BY THIS PLAT

25' PUBLIC SEWER ESMT BY THIS PLAT

29' EMERGENCY ACCESS EASEMENT BY THIS PLAT

1/2" REBAR
RLS 35111

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT DEDICATED BY THIS PLAT
2. 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3. SIGHT VISIBILITY EASEMENT BY THIS PLAT. SEE SHEET 4 FOR DETAIL
4. NEW PUBLIC STREET DEDICATED BY THIS PLAT
5. PRIVATE DRAINAGE EASEMENT DEDICATED BY THIS PLAT

SCALE: 1"= 40'

0' 20' 40' 80'

SEE SHEET 4 FOR ALL DETAILS & TABLES

SEQUENCE #2025

FINAL PLAT FOR
TWIN PEAKS VISTA
LOTS 1-58 & COMMON AREAS "A-1" - "A-5", "B," & "C-1" - "C-2"

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RELATED CASES: PCZ2109-003, PRV2206-002, P24WS00094, P24SC0008

PRV2408-004
SHEET 3 OF 4

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RICK
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

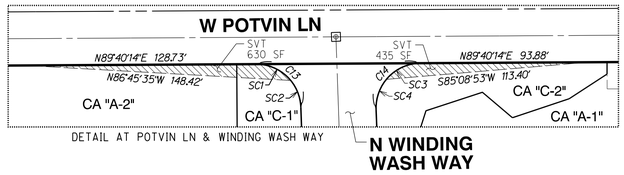
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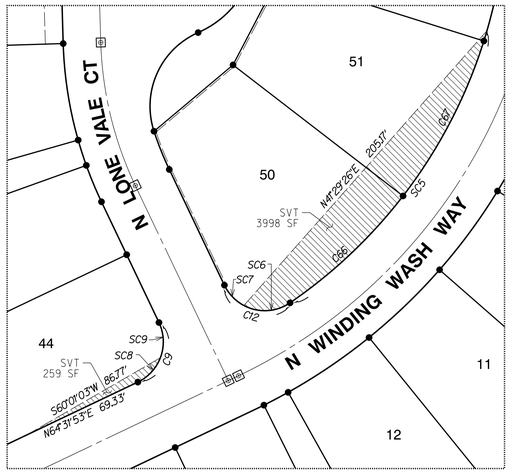
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SEQUENCE #2025

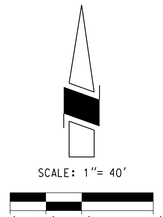
SIGHT VISIBILITY TRIANGLE DETAILS

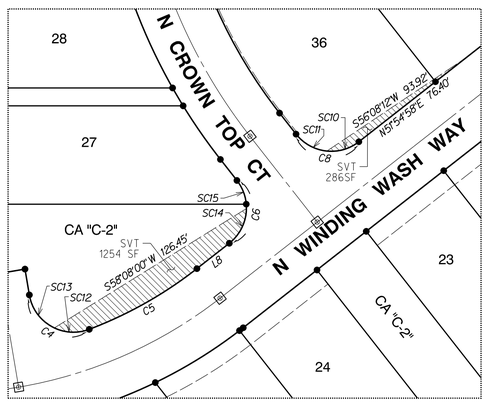


DETAIL AT POTVIN LN & WINDING WASH WAY



DETAIL AT LONE VALE CT & WINDING WASH WAY





DETAIL AT CROWN TOP CT & WINDING WASH WAY

LINE TABLE

LINE TABLE

NAME	DIRECTION	LENGTH
L1	S 90°00'00" E	24.25'
L2	S 83°39'11" E	34.00'
L3	N 88°17'41" E	34.00'
L4	S 90°00'00" E	19.68'
L5	N 09°34'08" W	21.31'
L6	N 80°25'52" E	29.00'
L7	S 09°34'08" E	14.64'
L8	N 51°54'58" E	23.02'
L9	N 38°05'02" W	14.96'
L10	S 38°05'02" E	14.96'
L11	N 82°34'28" W	20.02'
L12	N 90°00'00" W	24.25'
L13	N 00°00'00" E	29.00'
L14	N 89°40'14" E	92.04'
L15	S 01°59'16" E	32.33'
L16	S 01°59'16" E	21.82'
L17	S 11°55'56" E	37.68'
L18	S 21°42'01" W	37.68'
L19	S 21°42'01" W	37.68'
L20	S 31°28'06" W	37.68'
L21	S 31°28'06" W	37.68'
L22	S 41°14'11" W	37.68'
L23	S 41°14'11" W	37.68'
L24	S 51°00'16" W	37.68'
L25	S 51°00'16" W	37.68'
L26	S 60°46'21" W	37.68'
L27	S 85°57'54" W	29.88'
L28	N 52°33'02" E	34.06'
L29	N 52°33'02" E	20.95'
L30	N 56°42'25" E	40.44'
L31	N 56°42'25" E	16.62'
L32	N 15°53'55" W	42.45'
L33	S 26°22'13" E	27.00'
L34	S 00°19'46" E	6.70'
L35	S 56°55'13" W	25.28'
L36	S 71°32'46" W	33.43'
L37	N 49°44'24" W	22.02'
L38	S 71°48'12" W	33.20'
L39	S 17°48'05" W	9.34'
L40	S 46°02'30" W	23.50'
L41	S 08°48'06" E	56.06'
L42	S 73°53'00" E	12.11'
L43	N 85°44'12" E	100.32'
L44	S 84°26'51" E	14.74'
L45	S 08°14'00" E	52.57'
L46	S 03°55'29" W	37.75'
L47	S 03°00'51" E	53.23'
L48	S 01°52'22" W	100.99'
L49	S 01°11'46" E	98.79'
L50	N 89°34'03" E	17.49'
L51	S 02°01'28" E	39.75'
L52	S 36°57'20" W	66.15'
L53	S 64°31'53" W	248.64'
L54	S 51°54'58" W	157.32'
L55	S 14°26'32" E	8.91'
L56	S 83°00'11" E	387.19'
L57	S 33°29'04" E	35.24'
L58	N 00°04'57" E	24.25'
L59	N 46°28'30" E	140.78'
L60	S 37°35'46" E	18.16'
L61	N 58°12'29" E	17.74'
L62	S 83°00'11" E	372.10'
L63	S 33°29'04" E	25.05'
L64	S 73°24'30" W	58.82'
L65	S 86°24'12" W	96.84'
L66	S 06°50'36" W	133.14'
L67	S 52°33'57" W	16.66'
L68	S 88°17'41" W	132.39'
L69	S 00°19'46" E	36.04'
L70	S 43°10'16" E	31.98'
L71	S 87°58'14" W	16.75'
L72	S 02°01'46" E	12.00'
L73	N 87°58'14" E	18.75'
L74	S 02°01'46" E	17.19'
L75	S 87°58'14" W	122.00'
L76	S 02°01'46" E	127.12'
L77	S 45°31'47" W	70.71'
L78	N 08°57'37" W	3.24'
L79	S 81°02'23" W	9.54'
L80	S 11°54'59" W	8.31'
L81	S 01°42'19" E	8.36'
L82	S 01°42'19" E	12.00'
L83	S 01°42'19" E	20.36'
L84	N 88°17'41" E	15.36'
L85	S 87°58'14" W	15.00'

CURVE TABLE

CURVE TABLE

NAME	DELTA	RADIUS	ARC
C1	9°34'08"	250.00'	41.75'
C2	23°45'48"	200.00'	82.95'
C3	99°34'08"	25.00'	43.45'
C4	101°09'52"	25.00'	44.14'
C5	17°21'02"	229.00'	69.35'
C6	90°00'00"	25.00'	39.27'
C7	76°46'31"	45.00'	60.30'
C8	90°00'00"	25.00'	39.27'
C9	90°00'00"	25.00'	39.27'
C10	84°24'05"	45.00'	66.29'
C11	17°22'13"	179.00'	23.03'
C12	98°58'39"	25.00'	43.19'
C13	88°18'00"	25.00'	38.53'
C14	91°42'00"	25.00'	40.01'
C15	9°28'45"	264.50'	43.76'
C16	44°25'52"	321.00'	248.93'
C17	250°28'56"	55.00'	240.45'
C18	38°08'17"	279.00'	185.71'
C19	12°36'56"	1021.00'	224.81'
C20	12°36'56"	979.00'	215.56'
C21	23°45'48"	221.00'	91.66'
C22	248°00'30"	55.00'	238.07'
C23	57°35'00"	279.00'	280.40'
C24	66°33'39"	321.00'	372.91'
C25	24°33'04"	271.00'	116.12'
C26	4°11'37"	321.00'	23.49'
C27	9°46'05"	321.00'	54.73'
C28	9°46'05"	321.00'	54.73'
C29	9°46'05"	321.00'	54.73'
C30	9°46'05"	321.00'	54.73'
C31	9°46'05"	321.00'	54.73'
C32	9°46'05"	321.00'	54.73'
C33	1°01'12"	321.00'	5.72'
C34	1°22'42"	979.00'	23.55'
C35	3°40'40"	979.00'	62.84'
C36	3°40'40"	979.00'	62.84'
C37	3°40'40"	979.00'	62.84'
C38	0°12'15"	979.00'	3.49'
C39	0°33'01"	271.00'	2.60'
C40	11°43'19"	271.00'	55.44'
C41	12°16'45"	271.00'	58.08'
C42	6°31'16"	321.00'	36.54'
C43	33°05'36"	25.00'	14.44'
C44	56°54'24"	25.00'	24.83'
C45	10°46'13"	321.00'	60.34'
C46	10°06'57"	321.00'	56.67'
C47	9°50'58"	321.00'	55.18'
C48	5°06'08"	321.00'	28.58'
C49	14°11'27"	55.00'	13.72'
C50	38°40'34"	55.00'	37.13'
C51	47°47'49"	55.00'	45.88'
C52	21°28'00"	279.00'	104.53'
C53	48°16'57"	55.00'	46.35'
C54	16°40'17"	279.00'	81.18'
C55	1°42'37"	1021.00'	30.48'
C56	3°04'51"	1021.00'	54.90'
C57	3°04'51"	1021.00'	54.90'
C58	3°04'51"	1021.00'	54.90'
C59	1°39'47"	1021.00'	29.63'
C60	5°42'55"	341.00'	34.02'
C61	5°42'55"	221.00'	22.05'
C62	14°11'36"	221.00'	54.75'
C63	0°05'54"	55.00'	0.09'
C64	33°39'02"	55.00'	32.30'
C65	32°49'41"	55.00'	31.51'
C66	17°55'58"	279.00'	87.32'
C67	20°10'33"	279.00'	98.25'
C68	19°28'29"	279.00'	94.83'
C69	2°30'23"	880.00'	38.49'
C70	47°19'39"	456.00'	376.67'
C71	12°36'56"	844.00'	185.83'
C72	54°51'11"	880.00'	842.48'
C73	2°16'44"	880.00'	35.00'
C74	6°47'26"	880.00'	104.30'
C75	28°09'58"	56.00'	27.53'
C76	56°02'04"	75.00'	73.35'
C77	181°25'53"	55.00'	174.16'

FLOODPLAIN

FLOODPLAIN

NAME	DIRECTION	LENGTH
FL1	S 00°50'25" W	1.81'
FL2	S 30°33'55" E	12.54'
FL3	S 07°53'40" W	11.44'
FL4	S 30°16'20" W	4.70'
FL5	S 64°21'34" W	2.44'
FL6	S 54°59'15" W	33.81'
FL7	S 56°43'02" W	22.99'
FL8	S 61°49'59" W	33.58'
FL9	S 55°56'46" W	26.63'
FL10	S 48°10'35" W	21.75'
FL11	S 39°30'09" W	15.38'
FL12	S 43°24'13" W	14.55'
FL13	S 47°25'23" W	25.39'
FL14	S 48°29'17" W	14.09'
FL15	S 44°10'59" W	7.35'
FL16	S 44°08'59" W	17.48'
FL17	S 37°56'31" W	34.67'
FL18	S 63°26'59" W	19.07'
FL19	S 69°15'48" W	10.94'
FL20	S 12°46'06" W	19.92'
FL21	S 09°50'04" W	9.81'
FL22	S 28°56'26" W	27.95'
FL23	S 40°22'52" W	8.45'
FL24	S 47°44'35" W	9.57'
FL25	S 35°40'17" W	18.22'
FL26	S 24°49'56" W	11.28'
FL27	S 46°29'09" W	8.31'
FL28	S 39°54'46" W	23.96'
FL29	S 42°51'16" W	13.68'
FL30	S 27°40'43" W	8.94'
FL31	S 41°52'59" W	4.65'
FL32	S 48°31'15" W	8.28'
FL33	S 48°08'30" W	9.30'
FL34	S 40°40'23" W	4.48'
FL35	S 39°40'47" W	14.68'
FL36	N 52°54'36" E	0.92'
FL37	N 71°20'06" E	12.06'
FL38	N 84°55'52" E	16.88'
FL39	N 71°47'34" E	11.28'
FL40	N 38°26'44" E	5.02'
FL41	N 02°23'34" W	3.26'
FL42	N 14°38'14" E	3.22'
FL43	N 01°58'50" W	3.93'
FL44	N 63°26'39" E	2.12'
FL45	N 76°46'08" E	4.74'
FL46	N 46°34'19" E	3.55'
FL47	N 38°22'38" E	5.66'
FL48	N 45°46'22" E	29.51'
FL49	N 43°28'35" E	61.92'
FL50	N 36°02'37" E	22.54'
FL51	N 36°37'23" E	36.13'
FL52	N 19°49'08" E	19.87'
FL53	N 30°01'41" E	9.90'
FL54	N 20°20'45" E	8.28'
FL55	N 41°33'41" E	11.02'
FL56	N 53°57'44" E	36.98'
FL57	N 49°53'06" E	24.16'
FL58	N 51°48'08" E	21.67'
FL59	N 44°39'09" E	40.21'
FL60	N 43°46'42" E	35.61'
FL61	N 46°08'58" E	30.51'
FL62	N 23°11'59" E	30.89'
FL63	N 20°04'14" E	26.94'
FL64	N 23°10'27" E	28.95'
FL65	N 28°47'12" E	24.88'
FL66	N 34°44'42" E	23.27'
FL67	N 62°56'48" E	44.43'
FL68	N 63°51'29" E	33.27'
FL69	N 51°29'53" E	13.40'
FL70	N 45°49'10" E	104.76'
FL71	N 40°47'48" E	56.25'
FL72	N 70°34'11" E	6.99'
FL73	N 58°55'10" E	23.51'
FL74	N 42°32'14" E	20.14'
FL75	N 34°31'11" E	8.86'
FL76	N 17°34'14" E	18.91'
FL77	N 18°44'41" E	27.76'
FL78	N 10°25'02" E	11.37'
FL79	N 01°22'35" E	18.94'
FL80	N 17°18'50" E	24.79'
FL81	N 15°00'53" E	11.13'
FL82	N 16°17'54" E	34.13'
FL83	N 19°07'08" E	35.87'
FL84	N 13°15'17" E	25.27'
FL85	N 14°32'22" E	10.78'
FL86	N 25°37'51" E	10.43'
FL87	N 31°52'49" E	23.17'
FL88	N 56°37'08" E	12.70'
FL89	N 77°29'01" E	10.89'
FL90	S 87°06'41" E	13.38'
FL91	S 74°29'04" E	7.98'
FL92	S 83°39'49" E	7.73'
FL93	S 88°21'52" E	14.95'
FL94	N 82°52'46" E	17.21'
FL95	S 90°00'00" E	8.54'
FL96	N 76°24'26" E	18.44'
FL97	N 61°38'05" E	16.60'
FL98	N 52°40'01" E	8.02'
FL99	N 42°20'19" E	8.88'
FL100	N 32°39'02" E	10.42'
FL101	N 29°16'01" E	6.79'
FL102	N 40°23'50" E	6.15'
FL103	N 42°30'25" E	15.49'

FLOODPLAIN

FLOODPLAIN

NAME	DIRECTION	LENGTH
FL104	N 31°42'58" E	9.46'
FL105	N 37°07'38" E	18.04'
FL106	N 39°14'39" E	48.77'
FL107	N 51°35'54" E	28.26'
FL108	N 60°04'59" E	29.08'
FL109	N 48°41'14" E	47.79'
FL110	N 49°59'11" E	16.62'
FL111	N 34°00'44" E	26.40'
FL112	N 59°27'56" E	11.30'
FL113	N 47°48'27" E	7.63'
FL114	N 60°32'19" E	3.97'
FL115	N 72°32'53" E	13.89'
FL116	N 72°09'20" E	9.23'
FL117	N 82°01'19" E	31.22'
FL118	N 72°17'11" E	7.73'
FL119	N 07°57'44" W	10.84'
FL120	N 15°52'05" W	40.09'
FL121	N 01°49'10" E	27.62'
FL122	N 31°19'03" E	40.90'
FL123	N 46°31'03" E	31.70'
FL124	N 60°57'34" E	11.29'
FL125	N 30°58'50" E	26.80'
FL126	N 37°12'02" E	14.40'
FL127	N 27°34'04" E	10.26'
FL128	N 30°09'11" E	14.18'
FL129	N 28°42'30" E	36.29'
FL130	N 16°57'31" E	27.56'
FL131	N 16°05'31" E	26.18'
FL132	N 04°19'04" E	13.72'
FL133	N 29°42'57" E	9.34'
FL134	N 21°30'48" E	8.84'
FL135	N 26°23'24" E	33.65'
FL136	N 16°43'10" E	52.89'
FL137	N 07°57'19" E	36.01'
FL138	N 07°50'06" E	49.13'

SITE VISIBILITY

NAME	DELTA	RADIUS	ARC
SC1	50°55'28"	25.00'	22.22'
SC2	37°22'32"	25.00'	16.31'
SC3	50°02'00"	25.00'	21.83'
SC4	41°40'00"	25.00'	18.18'
SC5	39°20'44"	279.00'	191.59'
SC6	62°18'43"	25.00'	27.19'
SC7	36°39'56"	25.00'	16.00'
SC8	43°22'43"	25.00'	18.93'
SC9	46°37'17"	25.00'	20.34'
SC10	43°39'15"	25.00'	19.05'
SC11	40°20'45"	25.00'	20.22'
SC12	45°57'50"	25.00'	20.06'
SC13	55°12'03"	25.00'	24.09'
SC14	51°16'39"	25.00'	22.37'
SC15	38°43'21"	25.00'	16.90'

DRAINAGE

DRAINAGE EASEMENTS

NAME	DIRECTION	LENGTH
DE1	N 74°06'05" E	10.00'
DE2	N 37°45'09" E	12.57'
DE3	N 70°14'48" E	11.36'
DE4	S 73°24'25" E	14.30'
DE5	N 89°59'43" E	13.18'
DE6	N 41°43'31" E	12.30'
DE7	N 89°59'43" E	19.54'
DE8	S 70°45'50" E	26.61'

SEWER

SEWER EASEMENTS

NAME	DIRECTION	LENGTH
SE1	S 38°05'02" E	133.84'
SE2	S 83°00'11" E	401.28'
SE3	N 33°29'04" W	34.59'
SE4	S 38°05'02" E	151.26'
SE5	S 83°00'11" E	386.19'
SE6	N 33°29'04" W	25.05'
SE7	S 06°20'49" W	46.68'
SE8	N 89°51'23" E	25.16'
SE9	S 06°20'49" W	22.58'

WATER

WATER EASEMENTS

NAME	DIRECTION	LENGTH
WE1	S 38°05'02" E	135.64'
WE2	S 83°00'11" E	413.08'
WE3	S 71°45'11" E	25.10'
WE4	S 38°05'02" E	145.98'
WE5	S 83°00'11" E	433.05'

NAME	DELTA	RADIUS	ARC
WE6	31°02'05"	855.00'	463.12'

ELECTRIC

ELECTRIC EASEMENTS

NAME	DIRECTION	LENGTH
EE1	N 06°20'49" E	54.54'
EE2	N 89°51'23" E	237.74'
EE3	S 00°08'37" E	10.00'
EE4	S 89°51'23" W	222.12'
EE5	S 06°20'49" W	37.81'
EE6	S 89°59'43" W	10.06'

NAME	DELTA	RADIUS	ARC
EE7	83°30'34"	7.50'	10.93'

SEQUENCE #2025

FINAL PLAT FOR

TWIN PEAKS VISTA

LOTS 1-58 & COMMON AREAS
"A-1" - "A-5", "B," & "C-1" - "C-2"

COMMON AREA "A-1" THRU "A-5": (NATURAL OPEN SPACE)
COMMON AREA "B": (ACTIVE OPEN SPACE)
COMMON AREA "C-1" THRU "C-2": (REVEGETATED OPEN SPACE, DRAINAGE, & UTILITIES)
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ2109-003, PRV2206-002, P24WS00094, P24SC0008

PRV2408-004
SHEET 4 OF 4

RICK
SAN DIEGO ORANGE RIVERSIDE SACRAMENTO SAN LUIS OBISPO
SANTA CLARITA PHOENIX TUCSON LAS VEGAS DENVER

520-795-1000
rickengineering.com
3945 E FORT LOWELL RD #111
TUCSON, AZ 85712

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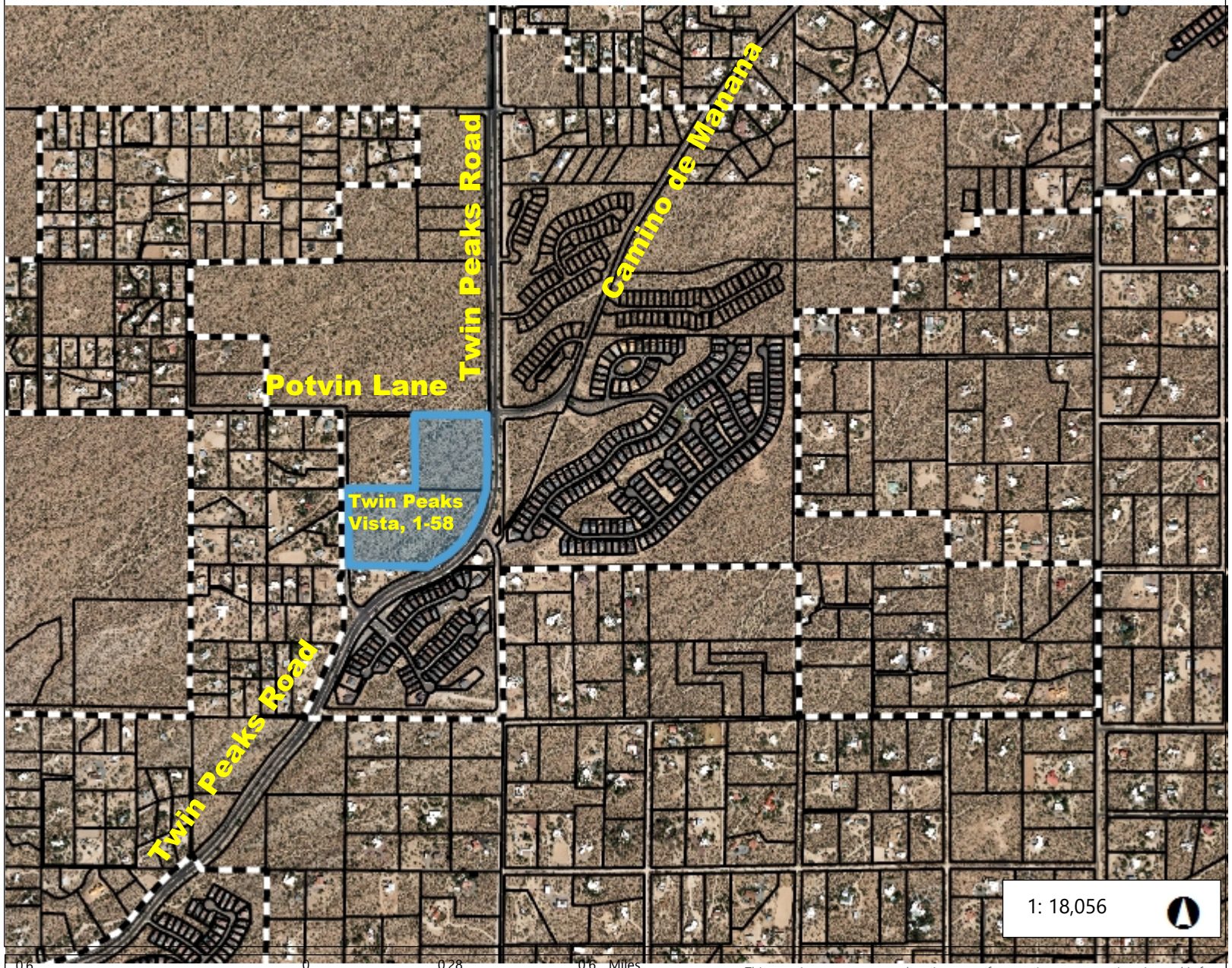
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SEQUENCE #2025

Town of Marana Planning

PRV2408-004: Final Plat for Twin Peaks Vista, Lots 1-58





Legend

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

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

WGS_1984_Web_Mercator_Auxiliary_Sphere

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MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Twin Peaks Vista Final Plat	
Description of Project: Detached Single Family Residential Subdivision	Number of Lots: 58
Parcel No.(s): 216-23-076F & 216-23-076H	Gross Area (Acres): 24.14
Project Address: 10674 North Decker Drive	
Ref. Project No.: PCZ-12026, PCZ2109-003 & PRV2206-002	

CONTACT INFORMATION

Owner: Richard & Trudy Neter	Contact Name: Richard Neter		
Address: 9809 North Ridge Shadow Place	City: Tucson	State: AZ	Zip: 85704
Email: rneter@bio2.com	Phone No.: (520) 906-1988		
Applicant: Rick Engineering Company, Inc.	Contact Name: Steven Vasquez		
Address: 3945 East Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company, Inc	Contact Name: Gregg Popp		
Address: 3945 East Fort Lowell Road, Suite 111	City: Tucson	State: AZ	Zip: 85712
Email: gpopp@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

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

Steven Vasquez	Steven E. Vasquez	8/26/2024
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.**_____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Libby Shelton, Town Magistrate

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-058: Relating to Municipal Court; approving the reappointment of Darlene Chavira-Chavez as magistrate pro tempore for the Marana Municipal Court (Libby Shelton)

Discussion:

The Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence.

On September 19, 2023, the Town Council reappointed Darlene Chavira-Chavez as magistrate pro tempore with a term concurrent to Judge McDonald's term, to be used as-needed when Judge McDonald was unavailable for court. Judge McDonald is now serving as a judge on the Pima County Superior Court, and Judge Shelton's agreement was approved for a three-year term beginning May 3, 2025. Since the current magistrates pro tempore terms were concurrent to Judge McDonald's term and her term has ended, this agenda item is before you to reappoint Darlene Chavira-Chavez as magistrate pro tempore and have her appointment term be retroactively effective to May 3, 2025 with a termination date of June 3, 2028. Based on Judge Shelton's review, Darlene Chavira-Chavez meets the qualifications imposed by Arizona law and the Court's requirements for service as judge pro tempore, and possesses the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends approval of this resolution.

Suggested Motion:

I move to adopt Resolution No. 2025-058, approving the reappointment of Darlene Chavira-Chavez as magistrate pro tempore for the Marana Municipal Court.

Attachments

Resolution No. 2025-058

MARANA RESOLUTION NO. 2025-058

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF DARLENE CHAVIRA-CHAVEZ AS MAGISTRATE PRO TEMPORE FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Town Council, upon recommendation of the Town Magistrate, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS on September 19, 2023, via Resolution No. 2023-096, the Town Council reappointed Darlene Chavira-Chavez as magistrate pro tempore with a term concurrent with Judge McDonald's term; and

WHEREAS Judge McDonald is now serving on Pima County Superior Court, and, as such, her term has ended; and

WHEREAS on April 15, 2025, via Resolution No. 2025-036, the Town Council appointed Libby Shelton as Marana Town Magistrate for a three-year term beginning May 3, 2025; and

WHEREAS the Town Magistrate recommends that the Town Council reappoint Darlene Chavira-Chavez retroactively effective from May 3, 2025 and terminating on June 3, 2028, to continue her service as magistrate pro tempore on an as-needed basis; and

WHEREAS the Town Council finds that this individual meets the qualifications imposed by Arizona law and possesses the requisite skill and character to perform as a magistrate pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, approving the reappointment of Darlene Chavira-Chavez to continue her service as a magistrate pro tempore for the Marana Municipal Court on an as-needed basis, retroactive to May 3, 2025 with a termination date of June 3, 2028.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C5**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Libby Shelton, Town Magistrate

Date: June 17, 2025

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2025-059: Relating to Municipal Court; approving the appointment of Maricela Meza and Bruce Chalk as a magistrates pro tempore for the Marana Municipal Court (Libby Shelton)

Discussion:

Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence.

Town Magistrate, Libby Shelton, has determined it is necessary to appoint additional judges to ensure there is sufficient court coverage in her absence and to address the increasing number of cases in Marana Municipal Court. For that reason, Judge Shelton recommends that additional pro tem judges be appointed to ensure full court coverage and access to justice. Judge Shelton recommends that the Council appoint Maricela Meza and Bruce Chalk to serve as magistrates pro tempore, to be called as-needed when Judge Shelton is unavailable for court or to staff an additional courtroom when the need arises. The terms for Maricela Meza and Bruce Chalk would run through June 3, 2028, to coincide with the terms of the other current magistrates pro tempore.

Based on Judge Shelton's review, Maricela Meza and Bruce Chalk meet the qualifications imposed by Arizona law and the Court's requirements for service as a judge pro tempore, and possess the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends approval of this resolution and the appointment of Maricela Meza and Bruce Chalk as magistrates pro tempore for the Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2025-059, approving the appointment of Maricela Meza and Bruce Chalk as magistrates pro tempore for the Marana Municipal Court.

Attachments

Resolution No. 2025-059

MARANA RESOLUTION NO. 2025-059

RELATING TO MUNICIPAL COURT; APPROVING THE APPOINTMENT OF MARICELA MEZA AND BRUCE CHALK AS MAGISTRATES PRO TEMPORE FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Town Council, upon recommendation of the Town Magistrate, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS the Town Magistrate recommends that the Town Council appoint Maricela Meza and Bruce Chalk to serve as magistrates pro tempore on an as-needed basis; and

WHEREAS the Town Council finds that these individuals meet the qualifications imposed by Arizona law and possesses the requisite skill and character to perform as a magistrates pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, approving the appointment of Maricela Meza and Bruce Chalk to serve as magistrates pro tempore with a termination date of June 3, 2028.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C6**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-060: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves by amending Section 4-1 "Vacation Leave," Policy 4-9 "Leave Donation," and Policy 4-16 "Parental Paid Time Off" (Curry C. Hale)

Discussion:

The proposed revision to Section 4-1-2 "Accrual of Vacation Leave" adds language that front-loads 80 hours of vacation leave to newly hired employees on their date of hire and employees with less than one year by June 30, 2025, will have their vacation leave pro-rated up to 80 hours. This change keeps us competitive in recruiting and retaining talent.

This proposed revision to Section 4-1-3 "Rate of Accrual for Vacation Leave" illustrates employees with >1 year and <3 years will accrue leave at a higher rate per pay period. Also, adding language that the Town will be consistent with front-loading vacation leave with all employees and an increase in vacation accrual rate will be based on actual years of service regardless of a negotiated accrual rate. This change keeps us competitive in recruiting and retaining talent.

This proposed revision to Section 4-1-4 "Maximum Accrued Hours Permitted" illustrates the Town increased the maximum number of accrued vacation hours to 240 compared to 200 hours. This change keeps us competitive in recruiting and retaining talent.

This proposed revision to Section 4-1-5 "Request for Vacation Leave" deletes language related to Department Head's discretion to approve vacation leave prior to 180 days and clarifies it in a different section.

This proposed revision to Section 4-1-7 "Payment of Vacation Leave Upon Termination of Employment" adds language that explains the payout of vacation leave that's being front-loaded and the reimbursement of it for employees with less than one year of service upon termination of employment.

This proposed revision to Section 4-9-2 "Leave Donation Eligibility" adds language that explains all paid leave provided by the Town including Paid Parental Time Off, has to be exhausted to be eligible for leave donations.

This proposed revision to Section 4-16-1 "Parental Paid Time Off Eligibility" adds clarifying language regarding the eligibility of Parental Leave. Also, an out-dated date is deleted.

Financial Impact:

Staff does not anticipate a significant financial impact due to the policy and procedure change.

Staff Recommendation:

Staff recommends approval and adoption of amendments to the Town's Personnel Policies and Procedures, Chapter 4 - Employment Benefits and Leaves.

Suggested Motion:

I move to adopt Resolutions No. 2025-060, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 - Employment Benefits and Leaves.

Attachments

Resolution No. 2025-060

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-060

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 4 – EMPLOYMENT BENEFITS AND LEAVES BY AMENDING POLICY 4-1 "VACATION LEAVE," POLICY 4-9 "LEAVE DONATION," AND POLICY 4-16 "PARENTAL PAID TIME OFF"

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

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

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

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

SECTION 1. Chapter 4 of the Town's Personnel Policies and Procedures entitled "Employment Benefits and Leaves," is hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ

CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

POLICY 4-1 VACATION LEAVE

The Town of Marana provides vacation leave with pay to eligible employees.

[No revisions to Section 4-1-1]

Section 4-1-2 Accrual of Vacation Leave

[No revision to paragraph A]

B. Full-time employees who are newly hired to the Town shall have their first year of vacation accruals (80 hours) front-loaded on their effective date of hire.

1. This provision shall apply, on a prorated basis, to eligible current Town employees who have not reached their one-year anniversary by June 30, 2025.

C. Part-time employees who are newly hired to the Town shall have their first year of vacation accruals front-loaded on their effective date of hire on a prorated basis according to their full time equivalency.

1. This provision shall apply, on a prorated basis, to eligible current Town employees who have not reached their one-year anniversary by June 30, 2025.

~~B~~D. When an employee is on leave and a portion of the leave is unpaid, the employee shall accrue vacation leave on a prorated basis, based on the number of hours paid by the Town during the pay period. When an employee is on leave and receives no compensation from the Town, the employee shall not accrue vacation leave.

1. This provision does not apply to vacation leave balances front-loaded pursuant to 4-1-2(B).

~~C~~E. Vacation leave accrual is cumulative, up to the maximum number of hours permitted by this policy.

Section 4-1-3 Rate of Accrual

A. Eligible full-time employees shall accrue paid vacation leave at the rate shown in the following schedule:

Vacation Accrual Rate	
Length of Service	Vacation Days Hours Each Year
0 to 1 ~~3~~ years	80 hours front-loaded on date of hire (3.0769 hours per pay period)
>1 ~~3~~ – 5 years	120 hours (4.6154 hours per pay period)
> 5 - 7 years	144 hours (5.5385 hours per pay period)

> 7 – 10 years	168 hours (6.4615 hours per pay period)
> 10 – 15 years	184 hours (7.0769 hours per pay period)
> 15 years	200 hours (7.6923 hours per pay period)

B. Eligible part-time employees shall accrue vacation leave on a prorated basis each pay period based on their full time equivalency ~~the number of hours paid by the Town during the pay period~~.

[No revision to paragraph C]

D. Notwithstanding the provisions of this section, as an incentive to recruit key employees, upon hiring an employee in an unclassified position, the Town Manager may negotiate a vacation accrual rate in excess of the initial vacation accrual rate specified in this section. However, in no event shall the Town Manager negotiate a vacation accrual rate of more than 5.5385 hours per pay period.

1. Employees subject to this section shall have their first year's accrual front-loaded on their date of hire consistent with other newly hired employees.
2. Employees subject to this section shall only increase their vacation accrual rate according to the employee's actual years of service in accordance with Section 4-1-3.

Section 4-1-4 Maximum Accrued Hours Permitted

A. Except as provided in paragraph D below, an employee's accrued vacation leave balance shall not be permitted to exceed the hours designated on the following schedule:

Maximum Vacation Hours	
Length of Service	Maximum Accrued Vacation Hours
0 to 1 ~~3~~ years	~~200~~ 80 hours
> 1 ~~3~~ to 5 years	240 hours
> 5 –7 years	264 hours
> 7 – 10 years	288 hours
> 10 – 15 years	304 hours
> 15 years	320 hours

[No revisions to paragraphs B through D]

Section 4-1-5 Request for Vacation Leave

A. Eligible employees may request to use vacation leave at any time upon their date of hire ~~after 180 days of employment~~. ~~The Department Head has discretion to approve a request for vacation leave prior to 180 days of employment.~~

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

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

1. Supervisors must formally approve vacation leave requests in advance of employees taking vacation leave.

2. Supervisors must get approval from the Department Head before approving employee requests to use vacation leave in the employee's first 180 days of employment.

[No revisions to Section 4-1-6]

Section 4-1-7 Payment of Vacation Leave Upon Termination of Employment

A. Upon termination of employment, employees with one or more years of service shall be paid at their base rate of pay for any unused accrued vacation leave earned through the last day of work.

B. Upon termination of employment, employees with less than one year of service shall be paid at their base rate of pay for a prorated amount of unused vacation leave that the employee would otherwise have accrued pursuant to Section 4-1-3, had the leave not been front-loaded on date of hire, minus any used vacation leave.

1. At the Town's discretion, employees subject to this section may be required to reimburse the Town for used vacation leave paid by the Town in excess of what the employee would otherwise have accrued pursuant to Section 4-1-3, had the leave not been front-loaded on date of hire.

2. Reimbursement under this section would be at the employee's base rate of pay. The employee would not be required to reimburse the Town for employer contributions to benefits made during the vacation leave.

[NO REVISIONS TO POLICIES 4-2 THROUGH 4-8]

POLICY 4-9 LEAVE DONATION

Eligible employees may re may receive contributions of leave from other employees as outlined in this policy if the employee is unable to return to work due to his or her own serious health condition or the serious health condition of a family member as defined in this policy.

[No revisions to Section 4-9-1]

Section 4-9-2 Eligibility

[No revision to paragraph A]

B. To be eligible to receive and use donated leave, employees must meet all of the following criteria:

1. Be on approved FMLA leave or administrative leave for medical purposes.

2. Have exhausted all paid leave balances that the employee is eligible to use.

3. Have applied for and exhausted any other available paid leave provided by the Town for which the employee is eligible.

~~3.~~4. Have applied for any other available compensation and benefits that the employee may be eligible to receive under disability insurance coverage provided by the Town, such as workers' compensation and short- and long-term disability.

[No revision to paragraph C]

[No revision to Section 4-9-3 through 4-9-7]

[NO REVISIONS TO POLICIES 4-10 THROUGH 4-15]

POLICY 4-16 PARENTAL PAID TIME OFF

The Town of Marana provides parental paid time off to eligible employees. The Town of Marana is committed to providing a work environment that is supportive of eligible employees' work and personal life obligations. The purpose of parental paid time off is to enable the eligible employee to care for and bond with a newborn or a newly adopted child.

Section 4-16-1 Eligibility

A. The provisions of this policy apply to a benefit-eligible classified or unclassified employee who, as of the date of the child's birth or the date of adoption has:

1. Worked for the Town for at least 12 continuous months; and
2. Worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the parental paid time off.

B. Parental paid time off eligibility commences upon the birth or adoption of a child under 18 years old, subject to the following.

1. ~~The birth or adoption must have occurred on or after July 1, 2024.~~

~~2.~~ For purposes of this policy, adoption does not include:

a. Adoption of a spouse's or partner's child unless the child is adopted by both parents at the same time.

b. Adoption of step-children or the equivalent.

c. Guardianship, foster placement or in loco parentis.

1. In Loco Parentis is defined as persons with day-to-day responsibilities to care for and/or financially support a child. A biological or legal relationship is not necessary.

[No revision to paragraph C]

[No revision to Sections 4-16-2 through 4-16-8]

Council-Regular Meeting **C7**

Meeting Date: 06/17/2025

To: Mayor and Council

Submitted For: Curry C. Hale, Human Resources Director

From: Jane Fairall, Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-061: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 – Employment Benefits and Leaves by amending Policy 4-14 "Alternative Work Assignments/Light Duty" (Curry C. Hale)

Discussion:

Policy 4-14 of the Town's Personnel Policies and Procedures recognizes the value of allowing employees with work restrictions to temporarily work in an alternative work or light/restricted duty assignment. Alternative work assignments are generally intended for employees with medically documented temporary mental or physical illnesses or injuries sustained on or off the job who have work restrictions and who are expected to eventually return to unrestricted work. The Human Resources Department coordinates and administers all alternative work assignments for the Town.

Per policy, the Town will not create a position solely for the purpose of providing work for an employee who is eligible for light duty. Alternative work assignments must involve productive work that is both useful to the Town and achievable by the employee. Policy 4-14 also provides that alternative work assignments are a privilege and shall not be considered a right or entitlement. An employee in an alternative work assignment has no rights to that assignment or any tasks associated with that assignment no matter the duration of the alternative work assignment. An employee in an alternative work assignment is subject to all rules, regulations, standards, policies and procedures of the Town and of the department to which the employee is assigned.

The proposed revisions to Policy 4-14 will add new provisions to the policy to allow the Town to assign an employee to an alternative work assignment/light duty for a specific non-disciplinary reason, such as pending the results of a fitness-for-duty-examination, or pending a medical retirement. This revision will provide more flexibility for the Town in the use of light duty assignments in appropriate circumstances.

Staff Recommendation:

Staff recommends approval of the revisions to Policy 4-14.

Suggested Motion:

I move to adopt Resolution No. 2025-061, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 4 – Employment Benefits and Leaves by amending Policy 4-14 "Alternative Work Assignments/Light Duty."

Attachments

Resolution No. 2025-061

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-061

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 4 – EMPLOYMENT BENEFITS AND LEAVES BY AMENDING POLICY 4-14 "ALTERNATIVE WORK ASSIGNMENTS/LIGHT DUTY"

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

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

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

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

SECTION 1. Chapter 4 of the Town's Personnel Policies and Procedures entitled "Employment Benefits and Leaves," is hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MARANA AZ

CHAPTER 4

EMPLOYMENT BENEFITS AND LEAVES

[No revisions to Policies 4-1 through 4-13]

POLICY 4-14 ALTERNATIVE WORK ASSIGNMENTS/LIGHT DUTY

The Town of Marana recognizes the value of allowing employees with work restrictions to temporarily work in an alternative work or light/restricted duty assignment. Alternative work assignments are generally intended for employees with medically documented temporary mental or physical illnesses or injuries sustained on or off the job who have work restrictions and who are expected to eventually return to unrestricted work. The Town may also assign an employee to an alternative work assignment for a specific non-disciplinary reason. The Human Resources Department shall coordinate and administer all alternative work assignments for the Town.

The provisions of this policy are not intended to conflict with or supersede federal or state law, nor should they be interpreted or construed to do so. If any provision of this policy conflicts with federal or state law, federal or state law shall control.

[No revisions to Sections 4-14-1 through 4-14-2]

Section 4-14-2 Procedures for Temporary Work Restriction Light Duty

A. When the Human Resources Department becomes aware that an employee has temporary work restrictions, the Human Resources Department will make every effort consistent with the provisions of this policy to offer the employee an alternative work assignment.

B. In order to be considered for an alternative work assignment due to a work restriction, an employee must present a medical certification from a health care provider specifying work restrictions and the expected duration of the restrictions to the Human Resources Department. The employee may authorize the Human Resources Department to communicate with the employee's health care provider to facilitate receipt of the medical certification.

C. Upon receipt of the certification, the Human Resources Department may communicate with the employee's health care provider to clarify and attain specificity on physical restrictions and limitations relative to specific job duties and responsibilities.

D. The Human Resources Department shall determine whether there are any alternative work assignments within the Town which the employee can perform given the work restrictions. Primary consideration will be given to job placement within the employee's department and regular job duties. However, an employee may also be placed in an

alternative work assignment in another department and/or in another position. An alternative work assignment may also result in a change in the employee's work hours.

E. An employee may be placed in an assignment that is in a lower classification than the employee's regular job assignment; however, the employee's salary shall remain the same as it was in the employee's regular job assignment. Overtime, on-call/stand-by pay, call-out pay, and call-out supplementary pay are not authorized for employees on light duty status.

F. Under no circumstances will the Town create a position solely for the purpose of providing work for an employee who is eligible to return to work under a temporary work restriction. Alternative work assignments shall involve productive work that is both useful to the Town and achievable within the restrictions placed on the employee. If there is no alternative work assignment available for a particular employee, the employee shall remain on, or be placed on, an appropriate form of leave, pursuant to the policies set forth in this chapter.

G. Employees with on the job injuries or illnesses shall be given preference for alternative work assignments over employees with off the job injuries or illnesses, even if an employee with an off the job injury is already serving in an alternative work assignment. Thus, if an employee with an off the job injury is serving in an alternative work assignment, the Town may remove that employee from the assignment if removal is necessary to provide an alternative work assignment for an employee with an on the job injury.

H. An employee who has previously been subject to work restrictions is required to inform the Human Resources Department immediately upon receiving a release to regular duty from a health care provider.

Section 4-14-4 Procedures for Town-Assigned Light Duty

A. The Human Resources Department may assign an employee to an alternative work assignment for a specific non-disciplinary reason, such as pending the results of a fitness-for-duty-examination.

B. When an employee is assigned to an alternative work assignment pursuant to this section, any documentation placed in the employee's official personnel file shall specifically note that the assignment is for non-disciplinary reasons.

C. Primary consideration will be given to job placement within the employee's department and regular job duties. However, an employee may also be placed in an alternative work

assignment in another department and/or in another position. An alternative work assignment may also result in a change in the employee's work hours.

D. An employee may be placed in an assignment that is in a lower classification than the employee's regular job assignment; however, the employee's salary shall remain the same as it was in the employee's regular job assignment. Overtime, on-call/stand-by pay, call-out pay, and call-out supplementary pay are not authorized for employees on light duty status.

E. Under no circumstances will the Town create a position solely for the purpose of providing work for an employee. Alternative work assignments shall involve productive work that is both useful to the Town and achievable by the employee.

Section 4-14-45 Duration

A. An initial alternative work assignment based on an employee's work restrictions may have a duration of up to 90 days. The Human Resources Department may extend an alternative work assignment in increments of up to 90 days at a time, provided that there remains a reasonable expectation that the employee will return to his/her regular duties within a reasonable amount of time and that the total time the employee is unable to perform the essential functions of his or her regular position, with or without a reasonable accommodation, does not exceed the equivalent of 12 months in any 24-month period. For purposes of tracking leave time, 12 months will be measured based on 2,080 hours for full-time employees and pro-rated for part-time employees.

B. Town-assigned light duty shall ordinarily not exceed 90 calendar days. The Human Resources Department may authorize an extension in extenuating circumstances.

[No revisions to existing Sections 4-14-5 through 4-14-8, which are hereby renumbered as Sections 4-14-6 through 4-14-9]

Council-Regular Meeting **C8**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-062: Relating to Public Works; approving and authorizing the Mayor to execute the First Amendment to Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit (Jane Fairall)

Discussion:

The Town has constructed and is the owner of an Intelligent Transportation Systems (ITS) conduit system constructed for the purposes of telecommunications connectivity in Marana, Arizona comprised of conduit, innerduct, manholes, handholes, vaults, pull boxes, and support structures needed for the use of the ITS conduit. On March 3, 2020, the Town Council approved Resolution No. 2020-026, approving and authorizing the Mayor to execute a Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC ("FirstDigital") allowing FirstDigital to, from time-to-time and as the need arises, use certain Town-owned ITS conduit within portions of the Town for the purpose of installing FirstDigital's facilities, which include but is not limited to, fiber optic cables, innerduct, tracer wires, equipment and associated hardware. The Master Conduit Use Agreement had an initial term of five years, with the ability to renew the agreement for successive five-year terms. A copy of the original agreement is included in the Council's packet for reference.

The Town and FirstDigital desire to renew the agreement. The proposed First Amendment to the Master Conduit Use Agreement includes the following provisions:

- Renews the agreement for a Renewal Term from April 16, 2025 through April 15, 2030
- Expands the definition of "innerduct" in the agreement to mean either a system

of three 1.25-inch conduit (or tubes) or four 1.00-inch conduit (or tubes) used to subdivide larger conduit ducts for the placement of optical fiber cables in the underground conduit system

- Allows the Town to request that FirstDigital install additional conduit or additional fiber strands to be dedicated to the Town's ownership and use, which would be calculated as an in-kind offset against FirstDigital's annual fees due to the Town for use of the Town's system

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	No
Amount:	$0.40 per foot, per year

Staff Recommendation:

Staff recommends approval of the First Amendment to the Master Conduit Use Agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-062, approving and authorizing the Mayor to execute the First Amendment to Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit.

Attachments

Resolution No. 2025-062

Exhibit A to Resolution

Original Master Conduit Use Agreement

MARANA RESOLUTION NO. 2025-062

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO MASTER CONDUIT USE AGREEMENT WITH FIRSTDIGITAL TELECOM ARIZONA, LLC FOR THE USE OF TOWN-OWNED CONDUIT

WHEREAS the Town has constructed and is the owner, in whole or in part, of an Intelligent Transportation Systems (ITS) conduit system constructed for the purposes of telecommunications connectivity in Marana, Arizona comprised of conduit, innerduct, manholes, handholes, vaults, pull boxes, and support structures needed for the use of the ITS conduit.; and

WHEREAS, on March 3, 2020, the Town Council approved Resolution No. 2020-026, approving and authorizing the Mayor to execute a Master Conduit Use Agreement with FirstDigital Telecom Arizona, LLC ("FirstDigital") allowing FirstDigital to, from time-to-time and as the need arises, use certain ITS conduit within portions of the Town for the purpose of installing FirstDigital's facilities, which includes but is not limited to fiber optic cables, innerduct, tracer wires, equipment and associated hardware; and

WHEREAS the Master Conduit Use Agreement had an initial term of five years, with the ability to renew the agreement for successive five-year terms; the Town and FirstDigital desire to renew the agreement for a five-year term; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the First Amendment to Master Conduit Use Agreement addressed by this resolution.

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

Section 1. The First Amendment to Master Conduit Use Agreement between the Town of Marana and FirstDigital Telecom Arizona, LLC for the use of Town-owned conduit, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

Conduit Requests by the Technology Services Director and the Town Engineer, or their respective designees, as set forth in the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

First Amendment to Master Conduit Use Agreement

This First Amendment to Master Conduit Use Agreement (this "First Amendment") is entered into by and between the Town of Marana, an Arizona municipal corporation (the "Town"), and FirstDigital Telecom Arizona, LLC, a Utah limited liability company ("User"). Town and User are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

Recitals

A. Effective April 16, 2020, the Parties entered into that certain Master Conduit Use Agreement (the "Agreement") by which the Town granted to User a non-exclusive right to access and use certain ITS conduit within portions of the Town for the purpose of installing User facilities.

B. Paragraph 4 of the Agreement provides that the term of the Agreement shall be for a period of five years beginning on the Effective Date (the "Initial Term"), and that upon expiration of the Initial Term, the Agreement may be renewed for successive five-year periods (each a "Renewal Term") upon the written agreement of the Parties.

C. The Parties desire to renew the Agreement for a Renewal Term pursuant to the terms and conditions of this First Amendment.

Agreement

Now, therefore, in consideration of the foregoing recitals, which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this First Amendment, the Parties hereby agree as follows:

1. *Term, renewal, and termination.* The term of the Agreement is hereby renewed for a Renewal Term from April 16, 2025 through April 15, 2030.

2. *Definitions*. Except as amended in this First Amendment, capitalized words and phrases in this First Amendment shall have the meanings set forth in the Agreement.

a. Paragraph 1(h) of the Agreement is hereby deleted in its entirety and replaced with the following:

> "Innerduct" means a system of three 1.25-inch conduit (or tubes) or four 1.00-inch conduit (or tubes) used to subdivide larger conduit ducts for the placement of optical fiber cables in the underground conduit system.

3. *Right to use; use of Conduit; inclusion of Additional Conduit; termination of Conduit Requests*

a. Paragraph 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following:

> If User requires the use of Conduit that is not currently populated with three 1.25-inch Innerducts or four 1.00-inch Innerducts, User shall be required to install a system of three 1.25-inch Innerducts or four 1.00-inch Innerducts in the empty Conduit prior to use. User shall notify the Town of empty Innerducts installed by but not being used by User and those empty Innerducts shall be made available for Town use.

b. Paragraph 2(i) of the Agreement is hereby amended to delete the words "Technology Services" and replace them with the words "Information Technology."

4. *As-built plans*. Paragraph 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

> No later than 10 days after the receiving a Conduit Request, the Town will provide User with as-built plans that include the Conduit in Adobe Acrobat format, if available. No later than 30 days after each installation of User facilities in the Conduit, User will provide the Town with CADD as-built plans of all User facilities placed in the public right-of-way.

5. *Consideration and taxes.* Paragraph 3 of the Agreement is hereby amended to add new subparagraph (g) as follows:

> g. The Town may from time-to-time request User to install additional conduit or additional fiber strands to be dedicated to the Town's ownership and use for any purpose ("Town Dedicated Facilities") in segments of the ITS that, at the time of the request, has not yet been constructed. User shall evaluate such requests and engage in good faith discussions with the Town as to the schedule, specifications, fair market value, and other terms and conditions of User's construction of such Town Dedicated Facilities. If the Parties agree on such terms and conditions, which shall be memorialized in writing, then upon User's completion of construction of the Town Dedicated Facilities, User shall dedicate the same to the Town by a bill of sale substantially in the form attached hereto and incorporated herein by this reference as Exhibit C. The agreed upon fair market value of Town Dedicated Facilities in a given year shall be offset against the total amount next due and payable by User to the Town. Unless otherwise agreed to by the Parties, the fair market value of Town Dedicated Facilities shall be the sum of: (i) User's actual incremental cost of installing the Town Dedicated Facilities, and (ii) a proportionate share of User's fixed costs of installation of the segment of the ITS in which the Town Dedicated Facilities are located, calculated based on the total linear feet of the Town Dedicated Facilities as a percentage of the total linear feet of the conduit installed in such segment of the ITS.

6. *Effect on the Agreement*. Except as expressly modified in this First Amendment, the terms, provisions and obligations of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment has been executed by the duly authorized representatives of the Parties as set forth below, effective on the date of the last Party's signature below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Jon Post, Mayor

Date: _____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

"User":

FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company

By: FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company, its Member

By:_____
Alex Jackson
Chief Operating Officer

Date: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Alex Jackson, Chief Operating Officer for FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company, Member of FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

Exhibit C: Form of Bill of Sale of User-Built Town Dedicated Facilities

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FirstDigital Telecom Arizona, LLC, a Utah limited liability company ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the Town of Marana, an Arizona municipal corporation ("Buyer"), all of its right, title, and interest in and to the Town Dedicated Facilities, as such term is defined in the Master Conduit Use Agreement between Seller and Buyer, and as further described pursuant to written agreement between Buyer and Seller dated [●], and in Table 1 below, to have and to hold the same unto Buyer, its successors and assigns, forever.

1. The Dedicated Facilities shall follow a Route as generally depicted on the map attached to this Bill of Sale as Attachment 1. The Dedicated Facilities shall begin and end at the Points described in Table 1 below.

Table 1

Route #	Starting Point	Ending Point	Conduit or Fiber Footage	Sale Price
			Total:	

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically agreed upon in writing between Seller and Buyer in the Master Conduit Use Agreement.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Bill of Sale as of [●].

"Seller":
FirstDigital Telecom Arizona, LLC

By:_____
Name:_____
Title:_____
Date:_____

"Buyer":
Town of Marana

By:_____
Name:_____
Title:_____
Date:_____

MASTER CONDUIT USE AGREEMENT

This MASTER CONDUIT USE AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company ("User"). Town and User are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

Recitals

A. The Town has constructed and is the owner, in whole or in part, of an Intelligent Transportation Systems (ITS) conduit system constructed for the purposes of telecommunications connectivity in Marana, Arizona comprised of conduit, innerduct, manholes, handholes, vaults, pull boxes, and support structures needed for the use of the ITS conduit.

B. User desires to acquire from the Town, from time-to-time and as the need arises, the right to use certain ITS conduit within portions of the Town for the purpose of installing User facilities, which includes but is not limited to fiber optic cables, innerduct, tracer wires, equipment and associated hardware, owned and/or utilized by User, and the Town desires to allow User to use such certain ITS conduit in the Town's system.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Definitions*. The following definitions shall apply to this Agreement:

a. "Additional Conduit" means Conduit which User is granted a right to use after the Effective Date of this Agreement and which is made subject to this Agreement pursuant to the execution of one or more Conduit Request(s) (as defined in subparagraph d below). Upon the execution of a Conduit Request, the term "Additional Conduit" shall be included in the definition of "Conduit" for all purposes under this Agreement.

b. "Connected Points" means the beginning and ending points of the Conduit as more specifically described in a Conduit Request.

c. "Conduit" means the system of four-inch Intelligent Transportation Systems (ITS) conduit, innerducts, shared manholes, handholes, vaults, pull boxes, support

structures, and assist points needed for the use of the ITS conduit, together with certain other associated facilities owned or operated by the Town that provide communications continuity between the Connected Points and to which User is granted use of from the Town pursuant to this Agreement, as it may be amended from time to time. For the purposes of this Agreement, "Conduit" does not include Town-owned conduit installed for traffic signal operations and street lighting.

d. "Conduit Request" means an executed supplement to this Agreement, a form of which is attached hereto and incorporated herein by this reference as Exhibit A.

e. "Equipment" means the telecommunications equipment owned or used by User to generate signals across fiber optic cable, or copper cables, as the case may be, including tracer wires, equipment, and associated hardware.

f. "Facilities" means fiber optic or copper cables and associated hardware and conduit.

g. "Fiber Cable" means the fiber optic cable sheath installed in the Conduit and owned by User.

h. "Innerduct" means a system of three 1.25-inch smaller conduit (or tubes) used to subdivide larger conduit ducts for the placement of optical fiber cables in the underground conduit system.

i. "Manhole" means a below ground level enclosure entered through a hole on the surface covered with a cast iron, cast aluminum, steel, concrete or other cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities associated with a fiber optic communications system. As used in this Agreement, the term "Manhole" refers to manhole structures owned or operated by the Town and which are components of the Conduit.

j. "Pull Box" means a buried No. 7 pre-cast concrete box with an extension and a removable cover as identified in Pima Association of Governments Standard Details, used to facilitate the pulling of cables.

k. "Route" means the physical path of the Conduit required to provide continuity between the Connected Points, as more specifically described in each Conduit Request.

l. "Splice" means the splicing or terminating of fiber optic cables, copper cables, or both.

m. "Vault" means a pre-cast concrete buried Arizona Department of Transportation No. 9 pull box with a lid for pulling and terminating fiber optic cable runs.

2. *Right to use; use of Conduit; inclusion of Additional Conduit; termination of Conduit Requests.*

a. The Town hereby grants to User a non-exclusive right to access and use the Conduit, Connected Points, and Manholes, including permission to install Fiber Cable in the Conduit, to interconnect User's own conduit network with the Conduit, and to terminate or Splice Fiber Cable at the Connected Points, and to provide all necessary maintenance and repairs to the Conduit, subject to the conditions set forth in this Agreement. User may interconnect its conduit to the Manholes or Conduit to facilitate the Splices. All work is to be performed by User at User's sole cost and expense.

b. User shall mark with a stamp or medallion (or other form of identification) each Town pull box cover where User has placed Fiber Cable.

c. If User requires the use of Conduit that is not currently populated with three 1.25-inch Innerducts, User shall be required to install a system of three 1.25-inch Innerducts in the empty Conduit prior to use. User shall notify the Town of empty Innerducts installed by but not being used by User and those empty Innerducts shall be made available for Town use.

d. If User requires the use of Conduit that is populated with Town fiber optic cable but no Innerduct, User shall install Innerduct and maintain Town fiber optic cable.

e. No Splices shall be made in Town-owned Pull Boxes. Splices may be made in Vaults.

f. User shall be responsible for repairing any damage that User causes to Town-owned Conduit, Pull Boxes, Vaults or fiber optic cable.

g. The right to use Additional Conduit shall be accomplished through a separate and independent Conduit Request. User may request the inclusion of Additional Conduit by executing a Conduit Request, in the form attached hereto as Exhibit A. Approval of a Conduit Request, when deemed to be technically and operationally feasible in the sole reasonable discretion of the Town, shall not be unreasonably withheld, conditioned or delayed by the Town. The Town shall not unreasonably condition or delay execution of a Conduit Request. The Town shall review and act on Conduit Requests within 15 Town business days of receipt of the request. Subject to the provisions of paragraph 7 below, User shall be solely responsible for costs associated with use of Additional Conduit. Upon execution, the Conduit Request will be incorporated into this Agreement and fully subject to the terms and conditions of this Agreement.

h. Each Conduit Request executed pursuant to this Agreement shall continue in effect until terminated by User as set forth in this Agreement, or until expiration of the Term. User may terminate a Conduit Request, or Route within a Conduit Request, at any time upon 90 days' prior written notice to the Town. Upon termination or expiration of a Conduit Request, or a Route within a Conduit Request, the right to use

granted by that Conduit Request shall immediately terminate, all rights granted to User for use of the Conduit shall terminate, and neither Party shall owe the other any further duties or consideration. User shall remove all User Property from the Conduit as prescribed in paragraph 12 of this Agreement, unless the Town gives User permission to abandon any Facility or Equipment laid, directly constructed, operated, or maintained.

i. Any Conduit Request must be jointly approved by the Town's Technology Services Director and the Town Engineer, or their respective designees.

j. Conduit Request #1 is attached to this Agreement and incorporated herein by this reference as Exhibit B.

3. *Consideration and taxes*. User shall pay the Town a fee for the right to use granted under each Conduit Request pursuant to this Agreement as follows:

a. The fee shall be calculated by multiplying the total aggregate length of the Conduit, in feet, by the applicable per foot rate, per year and shall be paid on an annual basis.

b. The Conduit use rate for the Initial Term of this Agreement is $0.40 per foot, per year.

c. The payment period for each Conduit Request shall begin on the applicable Conduit Request Acceptance Date (as defined in paragraph 7 below) and conclude upon termination of the Conduit Request for the Conduit in use. The fee shall be due and payable by User annually on July 30 of each year for the fiscal year in which the payment is received (July - June Town fiscal year) and will be prorated for any conduit Request placed during that fiscal year, payable 30 days after the applicable Conduit Request Acceptance Date.

d. Any undisputed amounts not paid by User when due as described in this Agreement shall bear interest at the rate of 1.5%, or the highest lawful rate, whichever is less, from the date due until paid. If it is determined that User owes a disputed amount, the amount shall accrue interest from the date the amount was originally due.

e. Fee payments shall be remitted to the following address:

Town of Marana
Attn: Finance Department
11555 W. Civic Center Drive
Marana, AZ 85653

f. All charges for Conduit are net of Applicable Taxes (as defined below). Except for taxes or surcharges based on the Town's corporate existence, status, net income, corporate property taxes, or payroll taxes, User will be responsible for all Applicable Taxes that arise in any jurisdiction, including, without limitation, consumption, sales,

use, gross receipts (except those in lieu of income taxes), excise or other taxes, fees, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale, or use of the Conduit (collectively "Applicable Taxes"). The Town represents that it has paid all applicable sales or use tax with respect to the Conduit on the basis that the Conduit was incorporated in real property at the time it was installed in the Town's system, and the Parties agree to treat the transactions contemplated in this Agreement in a manner consistent with that position. User shall pay and be solely responsible for any state or local transfer taxes and sales taxes arising from the transactions contemplated by this Agreement, and shall indemnify the Town for all such taxes assessed against or paid by the Town.

4. *Term, renewal, and termination.* The term of this Agreement shall be for a period of five years beginning on the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be renewed for successive five-year periods (each a "Renewal Term") upon the written agreement of the Parties. Upon the expiration of the Initial Term, either Party may terminate this Agreement during any Renewal Term upon 180 days' prior written notice. Any Renewal Term is subject to an increased per foot rate, to be negotiated and agreed upon by the Parties.

5. *Ownership.* The Conduit shall remain the property of the Town and will never be deemed a fixture to any real property owned by User or any third party. The Town and User will each retain title to all of their respective equipment, cable, electronics and facilities used in connection with this Agreement.

6. *As-built plans.* No later than 10 days after the Effective Date of this Agreement, the Town will provide User with CADD as-built plans that include the Conduit. No later than 30 days after each installation of User facilities in the Conduit, User will provide the Town with CADD as-built plans of all User facilities placed in the public right-of-way.

7. *Testing and acceptance.* The Town does not guarantee that the condition of the Conduit is acceptable for User's purposes. User shall have 10 days after being notified by the Town that Conduit is ready for acceptance inspection to inspect, accept or reject the Conduit (hereinafter "Inspection Period"). User will perform such tests as it deems necessary to determine the acceptability of the Conduit for its intended use. All testing shall be at the sole cost of User. If, based on the sole determination of the User, the Conduit is deemed unacceptable, the Town will assign, where available, different Conduit to the User. If any Conduit made available to User along a Route fails to meet User's acceptance criteria, User shall be entitled, at User's sole discretion, to either (i) repair the unacceptable Conduit, at User's sole cost and expense, or (ii) reject the affected portion of Conduit and be released from any further related obligations without affecting other rights granted by this Agreement, or (iii) terminate this Agreement and be released from any further obligations under the Agreement. The "Acceptance Date" shall be (i) the date User notifies the Town in writing that it has accepted the Conduit, or (ii) if User fails to respond within the Inspection Period, the date following expiration of the Inspection Period.

8. *General obligations*. Each Party is responsible for the safety and health of its employees, agents, and contractors while working on the Conduit, or the facilities installation pursuant to this Agreement. Each Party shall comply with all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including without limitation those relating to the use and handling of hazardous materials.

9. *Permits*. User shall be responsible for obtaining all applicable permits, licenses, or other forms of approval or authorization necessary to install its facilities in the Conduit, prior to installation. This includes User's obligation to obtain a right-of-way use permit pursuant to Marana Town Code Chapter 12-7 (construction in town rights-of-way) each time User or its contractor installs, replaces, or maintains its facilities in the Conduit.

10. *User's Facilities*. User shall be responsible for ownership, maintenance, and operation of its Facilities installed in the Conduit and for compliance with all applicable laws and regulations regulating the same. User shall at all times retain exclusive right, title, and interest in the Facilities or any other Equipment installed by User pursuant to this Agreement.

11. *Maintenance and repair*. User, its agents or subcontractor may perform industry standard maintenance, locates and repairs for the Conduit to ensure proper protection and functioning of the Conduit, subject to all permits and authorizations required by applicable law, to be secured at User's sole expense. User shall bear all costs associated with industry standard maintenance, locates and repairs of the Conduit during the Term of this Agreement.

12. *Abandonment*.

a. The Town may give User permission to abandon, without removing, any Facility or Equipment laid, directly constructed, operated, or maintained pursuant to this Agreement.

b. Except for Facilities and Equipment authorized to remain in place pursuant to the preceding subparagraph, User shall, within a reasonable period of time, remove all abandoned Facilities and Equipment and shall restore any affected right-of-way to its former state at the time the Facilities and Equipment were installed.

c. User shall refill, at its own expense, any excavation made by User and shall leave all right-of-way in as good condition as existed prior to the removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments.

d. The Town shall have the right to inspect and approve the condition of the Facilities and the public right-of-way prior to and after removal.

e. The liability, indemnity and insurance provisions of this Agreement shall continue in full force and effect during the period of removal and until full compliance with the terms and conditions of this paragraph 12.

f. Upon User's abandonment of its Facilities pursuant to this paragraph 12, the exclusive right to use the Conduit is returned to the Town.

13. *Removal of User's Equipment.* If the Town is required or desires to remove any of the Conduit, the Town agrees to provide User not less than 60 calendar days' prior written notice of such removal. Upon receipt of the notice, User shall have 45 calendar days to remove all Equipment from the affected use area. User shall be entitled, at User's sole discretion, to either terminate the Conduit Request(s) covering the affected portion of Conduit and be released from any further obligations related thereto without affecting other rights granted in paragraph 2 above, or to terminate this Agreement as provided in paragraph 4 above.

14. *No franchise or license.* This Agreement is not intended by the Parties to be a license or franchise to operate in the public right-of-way under A.R.S. §§ 9-582 and 9-583 and federal telecommunications laws and rules and under no circumstances shall the access granted to User under this Agreement be construed as the grant of a license or franchise to operate in the public right-of-way.

15. *Insurance.* User shall maintain insurance with carriers acceptable to the Town throughout the term of this Agreement with the following required minimum coverages and limits:

Workers' Compensation	Statutory
Employer's Liability	U.S. $100,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability	U.S. $1,000,000 combined single limit

a. User shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. User shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: Town of Marana, Attn: Legal Department, 11555 W. Civic Center Drive, Marana, Arizona 85653.

b. The Town shall be named as an additional insured on the required commercial general liability insurance policies.. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of User. User shall deliver additional insured endorsement(s) along with the required certificate(s) of insurance. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and/or the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents,

officers, officials, and employees for any claims arising out of User's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this paragraph.

d. The coverage requirements specified in this paragraph may not be changed or modified except by written agreement signed by the Parties.

e. User shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph. User shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph. Cancellation or reduction of any coverage required by this paragraph is grounds for termination of this Agreement by the Town.

16. *Limitation of liability.* Except for User's indemnification obligations (see paragraph 17 below), neither Party is liable for any consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with this Agreement, even if the Party has been apprised of the possibility of such damages. User shall not be entitled to compensation of any kind (including without limitation actual or consequential damages) if for any reason the Conduit is blocked or unusable, other than reimbursement of the consideration set forth in paragraph 3 above and the governmental fees actually paid by or on behalf of User for any permits associated with its work (see paragraph 9 above).

17. *Indemnification.* User agrees to indemnify, save and hold harmless, and defend the Town, its elected and appointed officials, officers, employees, and permitted successors and assigns, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of User's acts or omissions in the construction, operation, or maintenance of its Facilities pursuant to this Agreement, provided that the Town shall give User written notice of its obligation to indemnify the Town within 30 days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, User shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town.

18. *Cooperation and alternative dispute resolution.*

a. *Non-performance; remedies.* If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 19 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the

payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. This paragraph shall not limit any contract or other rights, remedies, or causes of action that any Party may have at law or in equity.

b. *Mediation.* If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by User and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and User shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to construction. The cost of any such mediation shall be divided equally between the Town and User. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

c. *Arbitration.* After mediation, as provided for in subparagraph 18.b above18.b above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

19. *Notice.* All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Town:

Town of Marana
Attn: Town Manager
11555 W. Civic Center Dr.
Marana, AZ 85653

with a copy to:

Town of Marana
Attn: Town Attorney
11555 W. Civic Center Dr.
Marana, AZ 85653

To User:

FirstDigital Telecom Arizona, LLC
Attn: Jere Christensen, City Operations Director
3836 S. Evans Blvd.
Tucson, AZ 85714

20. *Force majeure.* Neither Party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control and not caused by the fault or negligence of the Party claiming force majeure. The required time for performance under this Agreement by the Party claiming force majeure shall be extended to account for any such force majeure event and the Party claiming force majeure shall use diligence to resume or remedy, as the case may be, the performance of its obligations under this agreement as soon as practicable.

21. *Entire agreement.* This Agreement embodies the entire understanding and agreement of the Town and User with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

22. *Severability.* If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, the portion declared invalid shall be deemed a separate, distinct, and independent portion and shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

23. *Governing law.* This Agreement shall be deemed to be executed in the State of Arizona and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Arizona, as applicable to contracts entered into and performed entirely within the State of Arizona.

24. *Venue.* Any lawsuit or other proceeding to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court. Nothing in this paragraph is intended to modify or negate the Parties' obligation to settle disputes

under this Agreement by mediation and arbitration as more particularly described in paragraph 18 above.

25. *Modification.* No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and User, and authorized on behalf of the Town through the adoption of an appropriate resolution or action by the Town.

26. *No third-party beneficiaries.* Nothing in this Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Agreement.

27. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for cancellation of contract in certain instances involving conflict of interest.

28. *Assignment.* The rights and obligations of each Party are binding upon and inure to the benefit of its successors and permitted assigns. Neither Party may assign this Agreement, without the express written consent of the other Party, except that User, upon 30 days' written notice to the Town, may assign its rights and obligations under this Agreement without the Town's consent to any of the following:

a. A parent, affiliate, or subsidiary of User.

b. The surviving entity of a merger or consolidation of User.

c. Any entity that acquires all or substantially all of the assets of User to which this Agreement relates.

29. *Automatic termination.* Unless otherwise agreed to in writing signed by the Parties, this Agreement shall automatically terminate if User fails to timely pay the consideration required by paragraph 3 above.

30. *Effective date.* This Agreement is effective on the date of the last Party's signature below (the "Effective Date").

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of the date set forth below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 4-16-20

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"User":

FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company

By: FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company, its Member

By: _____
Wesley J. McDougal
President & CEO

Date: 3/31/20

STATE OF UTAH)
) ss.
County of SALT LAKE)

The foregoing instrument was acknowledged before me this 31ST day of MARCH, 2020, by Wesley J. McDougal, President & CEO for FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company, Member of FIRSTDIGITAL TELECOM ARIZONA, LLC, a Utah limited liability company, on behalf of the LLC.

(Seal) TEARA BRYAN NOTARY PUBLIC -STATE OF UTAH My Comm. Exp 07/02/2023 Commission # 707029

_____
Notary Public

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 16th day of April, 2020, by Ed Honea, Mayor of the TOWN OF MARANA, an Arizona municipal corporation, on its behalf.

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

_____
Notary Public

Exhibit A to Master Conduit Use Agreement

Form of
Conduit Request #___

This document constitutes a "Conduit Request" pursuant to that certain Master Conduit Use Agreement (the "Agreement") entered into by and between the Town of Marana, an Arizona municipal corporation (the "Town"), and FirstDigital Telecom Arizona, LLC, a Utah limited liability company ("User") on _____, 2020. This Conduit Request is hereby incorporated into the Agreement and is expressly made subject to all of the terms and conditions set forth in the Agreement. To the extent that there is any inconsistency between the Agreement and this Conduit Request, the Agreement shall control except as expressly provided herein to the contrary. Capitalized terms used in this Conduit Request shall have the same meanings set forth in the Agreement, unless the context requires otherwise. The effective date of this Conduit Request shall be the date of the last signature by the Parties.

Upon execution of this Conduit Request by both Parties, and subject to the provisions of the Agreement, the Town hereby grants to User, and User hereby accepts from the Town, a non-exclusive right to access and use the Additional Conduit described in Section A of this Conduit Request.

Section A
Additional Conduit

1. The Additional Conduit shall follow a Route as generally depicted on the map attached to this Conduit Order as Attachment 1. The Additional Conduit shall begin and end at the Connected Points described in Table A.1 below.
2. The total aggregate length of the Additional Conduit is _____ feet.

Table A.1

Route	Starting Connected Point	Ending Connected Point	Conduit Footage
1			
2			
3			

Section B
Delivery Date; General

1. The Town shall make ready the Additional Conduit and notify User, in writing, of its availability for acceptance inspection by _____, 20__.
2. This Conduit Request may be executed via facsimile and in multiple counterparts, each of which when taken together shall constitute one and the same document.

In confirmation of their consent and agreement to the terms and conditions contained in this Conduit Request, and intending to be legally bound by this Conduit Request, the Parties have executed this Conduit Request on the dates set forth below.

"Town":
Town of Marana

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

"User":
FirstDigital Telecom Arizona, LLC

By: Wesley McDonald
Name: Wesley McDonald
Title: President
Date: 3/31/20

Attachment 1 to Conduit Order #_____

Map of Additional Conduit

Exhibit B to Master Conduit Use Agreement

Conduit Request #1

This document constitutes a "Conduit Request" pursuant to that certain Master Conduit Use Agreement (the "Agreement") entered into by and between the Town of Marana, an Arizona municipal corporation (the "Town"), and FirstDigital Telecom Arizona, LLC, a Utah limited liability company ("User") on 4-16-2020, 2020. This Conduit Request is hereby incorporated into the Agreement and is expressly made subject to all of the terms and conditions set forth in the Agreement. To the extent that there is any inconsistency between the Agreement and this Conduit Request, the Agreement shall control except as expressly provided herein to the contrary. Capitalized terms used in this Conduit Request shall have the same meanings set forth in the Agreement, unless the context requires otherwise. The effective date of this Conduit Request shall be the date of the last signature by the Parties.

Upon execution of this Conduit Request by both Parties, and subject to the provisions of the Agreement, the Town hereby grants to User, and User hereby accepts from the Town, a non-exclusive right to access and use the Additional Conduit described in Section A of this Conduit Request.

Section A
Additional Conduit

3. The Additional Conduit shall follow a Route as generally depicted on the map attached to this Conduit Order as Attachment 1. The Additional Conduit shall begin and end at the Connected Points described in Table A.1 below.
4. The total aggregate length of the Additional Conduit is 351 feet.

Table A.1

Route	Starting Connected Point	Ending Connected Point	Conduit Footage
1	Southwest corner of Tangerine Rd. & Thornydale Rd., Sta: 803+82, 78′ Rt., Marana Proj. ST021, Sheet 484, #7 Pullbox.	Northeast corner of Tangerine Rd. & Thornydale Rd., Sta: 805+68, 84′ Lt., Marana Proj. ST021, Sheet 484, #7 Pullbox.	351′ (Conduit Run 16 and 14).
2			
3			

Section B
Delivery Date; General

3. The Town shall make ready the Additional Conduit and notify User, in writing, of its availability for acceptance inspection by _____, 20__.
4. This Conduit Request may be executed via facsimile and in multiple counterparts, each of which when taken together shall constitute one and the same document.

In confirmation of their consent and agreement to the terms and conditions contained in this Conduit Request, and intending to be legally bound by this Conduit Request, the Parties have executed this Conduit Request on the dates set forth below.

"Town":
Town of Marana

By: _____
Name: _____
Title: _____
Date: _____

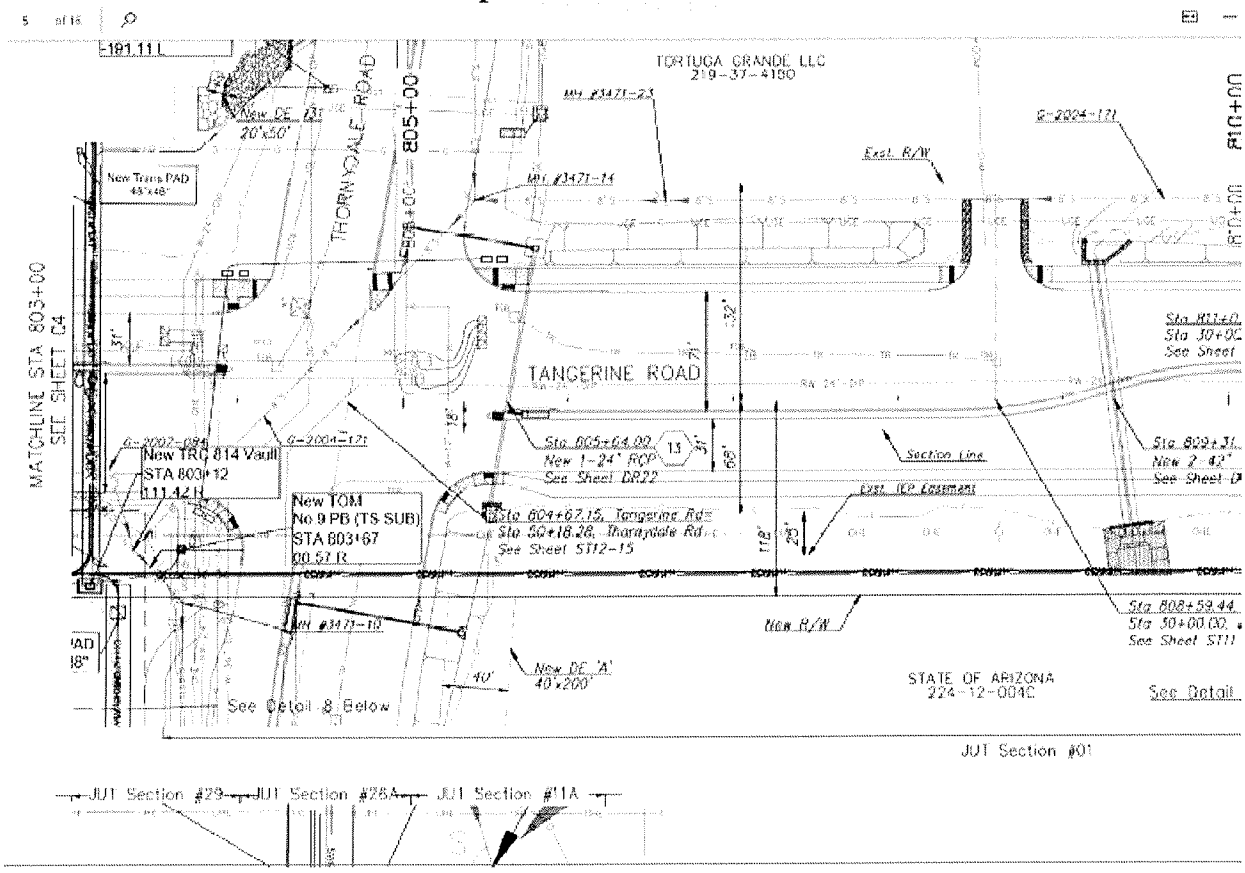
By: _____
Name: _____
Title: _____
Date: _____

"User":
FirstDigital Telecom Arizona, LLC

By: Wesley McDougal
Name: Wesley McDougal
Title: President
Date: 3/31/20

Attachment 1 to Conduit Order #1

Map of Additional Conduit



FIRSTDIGITAL
90 South 400 West, Suite M-100, Salt Lake City, Utah 84101

03/09/2020

To Whom It May Concern:

Jere Christensen is authorized to sign conduit requests on behalf of FirstDigital issued under the Master Conduit Use Agreement between the Town of Marana and a FirstDigital.

Sincerely,

Wesley J. McDougal
President & CEO

VOICE • DATA • INTERNET • CO-LOCATION

Council-Regular Meeting **C9**

Meeting Date: 06/17/2025

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-063: Relating to Water; approving and authorizing the Mayor to sign the Third Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

Discussion:

On August 2, 2023, the Town and Redwing Investments, LLC (the "Developer") executed a water wheeling/infrastructure construction agreement for the Twin Peaks Crossings development (the "Twin Peaks Crossings Wheeling Agreement"). In addition to including terms and conditions relating to water infrastructure construction, the Twin Peaks Crossings Wheeling Agreement permitted temporary water wheeling pursuant to the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water, recorded in the office of the Pima County Recorder on August 21, 2020 at Sequence 20202340063.

The Twin Peaks Crossings Wheeling Agreement also required: 1) that the developer pay a fee equal to the water infrastructure impact fee, in recognition of the project's future connection to the Town's system, which fee would total $456,918.00 (the "in-lieu fee"); 2) that the developer dedicate a 150-foot by 150-foot portion of the developer's property to the Town for future Water infrastructure; and 3) that the property connect to the Town's water system within 90 days of the date the Town extends its own water infrastructure to the property.

On December 19, 2023, the Town and the developer executed the First Amendment to the Twin Peaks Crossings Wheeling Agreement, by which the Parties extended the

sixty-day deadline required under Subsection 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson.

On October 2, 2024, the Town and the Developer executed the Second Amendment to the Twin Peaks Crossings Wheeling Agreement, by which the Parties extended the deadline for the Developer to commence the construction work pursuant to Subsection 3.2 of the Agreement until October 1, 2025.

The Developer has continued to engage in efforts necessary to develop the property, including efforts to obtain a Conditional Letter of Map Revision ("CLOMR") from the Federal Emergency Management Agency ("FEMA"), and now estimates the commencement of the construction work to begin after the October 1, 2025, deadline has passed.

If approved, this item will authorize the Mayor to sign a third amendment to the Twin Peaks Crossings Wheeling Agreement to extend the deadline for the developer to commence the infrastructure installation work until October 1, 2026 and to add clarifying language ensuring the in-lieu fee is calculated at the time of payment in the event the relevant impact fee or equivalent demand units change. All other terms and conditions of the Twin Peaks Crossings Wheeling Agreement will remain the same.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-063.

Suggested Motion:

I move to adopt Resolution No. 2025-063, approving and authorizing the Mayor to sign the Third Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings.

Attachments

Resolution No. 2025-063
Exhibit A to Resolution
Twin Peaks Crossings Wheeling Agreement
First Amendment to Twin Peaks Crossings Wheeling Agreement
Second Amendment to Twin Peaks Crossings Wheeling Agreement

MARANA RESOLUTION NO. 2025-063

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE THIRD AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT FOR TWIN PEAKS CROSSINGS

WHEREAS on August 2, 2023, the Town and Redwing Investments, LLC (the "Developer") executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement"); and

WHEREAS on December 19, 2023, the Town and the Developer executed the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the parties extended the sixty day deadline required under Subsection 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson; and

WHEREAS on October 2, 2024, the Town and the Developer executed the Second Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on October 4, 2024, at Sequence No. 20242780123 (the "Second Amendment"), by which the Parties extended the deadline for the Developer to commence the Work pursuant to Subsection 3.2 of the Original Agreement until October 1, 2025; and

WHERAS the Developer has continued to engage in efforts necessary to develop the property, including in efforts to obtain a Conditional Letter of Map Revision ("CLOMR") from the Federal Emergency Management Agency ("FEMA"), and now estimates the commencement of the Work to begin after the October 1, 2025, deadline has passed; and

WHEREAS the Mayor and Council find amending the Original Agreement as set forth in this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the Third Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for

Twin Peaks Crossings, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the amendment.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THIRD AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS THIRD AMENDMENT (this "Third Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. On December 19, 2023, the Town and the Developer executed the First Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the Parties extended the sixty day deadline required under Subsection 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson.

C. On October 2, 2024, the Town and the Developer executed the Second Amendment to the Original Agreement, recorded in the Pima County Recorder's Office on October 4, 2024, at Sequence No. 20242780123 (the "Second Amendment"), by which the Parties extended the deadline for the Developer to commence the Work pursuant to Subsection 3.2 of the Original Agreement until October 1, 2025.

D. The Developer has continued to engage in efforts necessary to develop the property, including obtaining a Conditional Letter of Map Revision ("CLOMR") from the Federal Emergency Management Agency ("FEMA"), and now estimates the commencement of the Work to begin after the October 1, 2025, deadline has passed.

E. Subsection 2.7.1 of the Original Agreement requires the Developer to pay to the Town in one lump sum $456,918.00 in lieu of water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA.

F. Given the amount of time that has passed since the Parties entered into the Original Agreement and the extension of time contemplated in this Third Amendment, the Parties feel it is prudent to add language to Subsection 2.7.1 clarifying that the in-lieu fee will be calculated at the time of payment in the event there are changes to the water infrastructure development impact fee rate or the number of equivalent demand units ("EDUs") planned for the development.

G. The Parties now desire to enter into this Third Amendment to extend the Work commencement deadline required by Subsection 3.2 in order to give the Developer more time to commence the Work and to add language to Subsection 2.7.1 clarifying that the in-lieu fee will be calculated at the time of payment.

AGREEMENT

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

1. In-Lieu Fee. Subsection 2.7 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

2.7 In-Lieu Fee.

2.7.1 In recognition of the Subject Property's future connection to the Town's water system, the Developer shall pay to the Town ~~$456,918.00~~ a fee in lieu of water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA and the Subject Property was developed after the installation of the Necessary Water Infrastructure Improvements (the "In-Lieu Fee"). The In-Lieu Fee is calculated by multiplying the equivalent demand units (EDUs) ~~currently~~ proposed on the Subject Property (at the time the Parties entered into the agreement, 154 EDUs) by the water infrastructure development impact fee rate for the Twin Peaks water infrastructure development impact fee benefit area for a five-eighths-inch water meter (at the time the Parties entered into the agreement, $2,967.00). Notwithstanding A.R.S. § 9-463.05(B)(10), the Parties agree that the In-Lieu Fee shall be calculated and paid to the Town in one lump sum within 30 calendar days of the sale or transfer of ownership of the Subject Property or any portion of the Subject Property, as evidenced by the recording of a deed transferring title. If the Developer does not sell the Subject Property or any portion of the Subject Property, the In-Lieu Fee shall be calculated and be due and payable to the Town upon the Developer's application for the first building permit on the Subject Property. At the time the Parties entered into this Agreement, the In-Lieu Fee was calculated to be $456,918.00. Failure to pay the In-Lieu Fee as required by this subparagraph shall constitute a material breach of this Agreement.

[No changes to 2.7.2.]

2. Termination. Section 3 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1.]

3.2. *Termination for failure to commence or complete the Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if the Work does not commence by October 1, ~~2025~~2026, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before October 1, ~~2025~~2026.

[No changes to 3.3, as previously amended, or 3.4.]

3. Effective Date. This Third Amendment is effective as of the date of the last Party's signature below.

4. Other Terms and Provisions. All other terms and provisions of the Original Agreement, as previously amended, not specifically changed by this Third Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement. Capitalized words and phrases in this Third Amendment shall have the meanings set forth in the Original Agreement as modified by this Third Amendment.

[Signature Page Follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By:_____
Charles D. Cardinal, Manager

Date: _____

By:_____
Penny L. Cardinal, Manager

Date: _____

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____ 20__, by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

_____
Notary Public

20232160222
RES
08/04/2023 10:46:15 AM Page: 1 of 12
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

MARANA RESOLUTION NO. 2023-081

RELATING TO WATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT, A TEMPORARY WATER WHEELING AGREEMENT, FOR TWIN PEAKS CROSSINGS

WHEREAS Redwing Investments, LLC, an Arizona limited liability company, desires for the Town to provide water services to certain lands currently known as Twin Peaks Crossings, described and depicted in: the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480308, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480309, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480310, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 15, 2019, at Sequence 20191350880, and the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on March 20, 2020, at Sequence 20200800361; and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, which agreement incorporates the terms and conditions of the Intergovernmental Agreement Between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water recorded in the office of the Recorder of Pima County, Arizona, on August 21, 2020, at Sequence No. 20202340063 (commonly referred to as the "Water Wheeling IGA"); and

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 1st day of August, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA AZ
ESTABLISHED 1977

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

Twin Peaks Crossings

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

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

B. The Developer desires for the Town to provide water service to certain lands described and depicted in: the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480308, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480309, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 28, 2019, at Sequence 20191480310, the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on May 15, 2019, at Sequence 20191350880, and the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on March 20, 2020, at Sequence 20200800361 (together, the "Subject Property").

C. The Developer is the owner of the Subject Property.

D. Effective August 21, 2020, the Town and the City of Tucson (the "City") entered into the Intergovernmental Agreement between the City of Tucson and the Town of Marana relating to the Delivery of Central Arizona Project Water recorded in the office of the Recorder of Pima County, Arizona, at Sequence 20202340063 (the "Water Wheeling IGA"). The Water Wheeling IGA allows the Marana Water Department ("Marana Water") to provide potable water service to certain areas of land that (1) are within the Marana town limits, (2) are too far away from Marana Water's existing water infrastructure to receive cost-effective service from Marana Water, and (3) are close enough to be served by water infrastructure owned and operated by the Tucson Water Department ("Tucson Water") but do not meet Tucson Water's service area policy. The Water Wheeling IGA requires that the Town use its own CAP water, which will be wheeled through Tucson Water's potable water system to points of interconnection to the new Marana Water customers.

E. The Subject Property is located in an area that meets the three criteria for service under the Water Wheeling IGA, as described in recital D above.

F. The Developer requested that the Town and the City use the Water Wheeling IGA to deliver water to the Subject Property, and the Town and the City agreed that the Subject Property is a candidate for wheeling per the Water Wheeling IGA.

G. In order to receive water through the Water Wheeling IGA, the Developer must enter into an agreement for construction of water facilities under private contract with the Town and a separate facilities construction agreement with the City.

H. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Twin Peaks Crossings Master Water Distribution Plan, sealed by the Oracle Engineering Group, Inc. on 8/31/2022 and accepted by the Town of Marana Water Department on 6/6/2023 (the "Facility Plan"), which is on file in the office of the Town of Marana Water Department.

I. The water infrastructure improvements depicted in the Facility Plan are referred to in this Agreement as the "Developer-Installed Facility." The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

J. The Town is willing to accept the Developer-Installed Facility, provided it meets Town standards and the work is done in accordance with Town requirements.

K. As described in the Facility Plan, the Developer must also construct certain offsite water infrastructure (the "Offsite Work") in coordination with the City of Tucson in order for water to be delivered to the Subject Property.

L. In accordance with the 2022 Water Facilities Infrastructure Improvement Plan approved by the Marana Town Council on September 20, 2022, a copy of which is on file in the office of the Town of Marana Water Department, the Town plans for the construction of certain water infrastructure by 2027, including a proposed C-Zone booster station, a proposed B-Zone booster station, and a proposed B-Zone transmission line extending from the Blue Bonnet Reservoir northward along Twin Peaks Road to a proposed B-Zone reservoir to be constructed near Tangerine Road. Together, the B-Zone booster station, the B-Zone transmission line, the B-Zone reservoir, and the C-Zone booster station are hereinafter referred to as the "Necessary Water Infrastructure Improvements."

M. The Developer also owns certain land described in the Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on October 24, 2022, at Sequence 20222970128 (the "Redwing Investments Property"). The Town desires to obtain an approximately 150-foot by 150-foot portion of the Redwing Investments Property, generally located at the southwest corner of the Redwing Investments, for a new reservoir and booster station (the "Reservoir Site").

N. The Parties desire to memorialize their agreement concerning the construction of the water facilities and the water wheeling through this Agreement.

AGREEMENT

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

1. Temporary Water Wheeling.

1.1. *Water wheeling*. Pursuant to the Water Wheeling IGA, as a temporary measure until the Necessary Water Infrastructure Improvements are installed, Tucson Water infrastructure will deliver water to the Subject Property up to the point of connection to the Developer-Installed Facility, at which point the water will be delivered through the Developer-Installed Facility, all in accordance with, and as described and depicted in, the Facility Plan.

1.2. *Dedication of the Reservoir Site*. On or before the approval of a final plat or development plan on the Subject Property, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Reservoir Site free and clear of all liens, claims, charges or encumbrances for the purpose of constructing and maintaining a new reservoir, booster station, and related water infrastructure. The dedication shall occur by instrument acceptable to the Town. The Developer shall include a legal description and depiction prepared by a licensed surveyor prior to the dedication.

1.3. *Connection requirement*. Within 90 days of the date that the Necessary Water Infrastructure Improvements are operational, the Developer shall disconnect the Subject Property's onsite water infrastructure from the Tucson Water infrastructure used to temporarily wheel water to the Subject Property, and shall connect the Subject Property's onsite water infrastructure to the Town's water system. Any costs associated with such disconnection and reconnection shall be borne by the Developer.

1.4. *The Water Wheeling IGA*. All of the terms and conditions of the Water Wheeling IGA shall apply herein as though set forth in this Agreement in full until the Developer connects the Subject Property's onsite water infrastructure to the Town's water system as described in paragraph 1.3 above.

2. The Developer-Installed Facility.

2.1. *Developer installation of the Developer-Installed Facility*. The Developer has designed and shall install, at the Developer's own expense, the Developer-Installed Facility as depicted in the Facility Plan. The Developer-Installed Facility shall conform to the design standards of Tucson Water and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan note identifying the Developer-Installed Facility as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

2.2. *Competitive bids*. The Developer shall go through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

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

2.4. *Applicable fees.* As a condition of and prerequisite to the Town accepting the Work, the Developer shall pay all applicable fees, including, but not limited to, fees for permitting and inspection, as set forth by the Town of Marana and the City of Tucson.

2.5. *Payment of connection fees*. Before any service connections are made to the Developer-Installed Facility, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required by Marana Town Code Title 14.

2.6. *Anticipated cost per meter*. The person or entity seeking installation of a meter from the Town shall pay all applicable fees and charges in effect at the time of the meter installation request. As of the Effective Date of this Agreement, the Town's fees and charges to install a five-eighths-inch water meter on the Subject Property are:

2.6.1. Meter Install Fee: $360.00

2.6.2. Water Resource Development Impact Fee: $5,358.00

2.6.3. If larger meters are installed, the person or entity seeking installation shall pay the applicable Meter Install Fee, as set forth in the Town of Marana comprehensive fee schedule approved by the Town Council and amended from time to time, and the applicable Water Resource Development Impact Fee, as set forth in Marana Ordinance No. 2014.013 recorded in the office of the Recorder of Pima County, Arizona, on May 9, 2014, at Sequence 20141290586, a copy of which is on file in the office of the Marana Town Clerk.

2.6.4. The Meter Install Fee and Water Resource Development Impact Fee outlined above reflect the fees established as of the Effective Date of this Agreement. By listing them herein, the Town does not guarantee the fees will remain at the same rate as at the time they are due.

2.7. *In-Lieu Fee*.

2.7.1. In recognition of the Subject Property's future connection to the Town's water system, the Developer shall pay to the Town $456,918.00 in lieu of water infrastructure development impact fees the Developer would have been required to pay if the Town had denied the Developer's request for water service under the Water Wheeling IGA and the Subject Property was developed after the installation of the Necessary Water Infrastructure Improvements (the "In-Lieu Fee"). The In-Lieu Fee is calculated by multiplying the equivalent demand units (EDUs) currently proposed on the Subject Property (154 EDUs) by the water infrastructure development impact fee rate for the Twin Peaks water infrastructure development impact fee benefit area for a five-eighths-inch water meter ($2,967.00). Notwithstanding A.R.S. § 9-463.05(B)(10), the Parties agree that the In-Lieu Fee shall be paid to the Town in one lump sum within 30 calendar days of the sale or transfer of ownership of the Subject Property or any portion of the Subject Property, as evidenced by the recording of a deed transferring title. If the Developer does not sell the Subject Property or any portion of the Subject Property, the In-Lieu Fee shall be due and payable to the Town upon the Developer's application for the first building permit on the Subject Property. Failure to pay the In-Lieu Fee as required by this subparagraph shall constitute a material breach of this Agreement.

2.7.2. In recognition of the payment of the In-Lieu Fee pursuant to subparagraph 2.7.1 above, the Town will not assess any water infrastructure development impact fees for the first 154 EDUs constructed on the Subject Property.

2.8. *Developer-Installed Facility acceptance by the Town and the City*. No service connections shall be made to the Developer-Installed Facility until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14 and until the Offsite Work has been accepted by the City. The Developer must provide the Town of Marana Water

Department with written verification of the City of Tucson's final acceptance of the Offsite Work prior to final acceptance of the Work by the Town.

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

2.10. *Developer responsible for Offsite Work.* The Developer shall be solely responsible for the Offsite Work and for complying with the terms and conditions of any agreement with the City of Tucson related to the Offsite Work.

3. Termination.

3.1. *Termination for breach.* The Town may terminate this Agreement in its entirety for any material breach committed by the Developer after providing written notice to both parties of the default and a 30-day period to cure it.

3.2. *Termination after one year.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if more than one year has passed since the date of this Agreement and the Work has not begun, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend such one year period for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before the expiration of the initial one year period set forth above.

3.3. *City of Tucson Agreement Contingency.* The rights and obligations of the Parties under this Agreement are contingent upon Developer entering into a separate facilities construction agreement with the City of Tucson and, if such separate agreement is not entered into between Developer and the City of Tucson within sixty (60) days after the execution and delivery of this Agreement, this Agreement shall terminate.

3.4. *Termination Instrument.* At any time after the termination of this Agreement, Developer unilaterally may prepare, execute and cause to be recorded in the official records of Pima County, Arizona, a written instrument to reflect the termination of this Agreement.

4. Engineering and Inspection.

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

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

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

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

5. Preconstruction Procedure.

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

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

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

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

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

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

6. Construction.

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

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

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

6.4. *Alterations to the existing Town water system*. The Developer shall, at Developer's expense, make any and all alterations to the existing water system either on-site or off-site necessi-

tated by paving, drainage, or other improvements caused by the development of the Subject Property.

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

7. Dedication.

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

7.2. *Two-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of two years from the date of the Town's final acceptance of the Work.

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

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

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

8. Miscellaneous.

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

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

8.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town, which consent may not be unreasonably withheld and which consent shall be deemed to have been given by the Town if the Town fails to disapprove in writing a written request for such consent from the Developer (or any previously approved assignees) within fifteen days after such consent request is received by the Town.

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

8.5. *Effective date.* The effective date of this Agreement shall for all purposes be the date that this Agreement is recorded in the office of the Recorder of Pima County, Arizona (the "Effective Date").

[Signature Page Follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 8/2/2023

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: 7/12/2023

By: _____
Penny L. Cardinal, Manager

Date: 7/12/2023

[Notary Page Follows.]

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 12th day of July 2023 by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 12th day of July 2023 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

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Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

FIRST AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS FIRST AMENDMENT (this "First Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. Among other things, Subsection 3.3 of the Original Agreement requires the Developer to enter into a separate facilities construction agreement with the City of Tucson within sixty days after the execution and delivery of the Original Agreement.

C. The Developer has been working with the City in good faith and is pursuing a facilities construction agreement, but the Developer has not yet entered into the agreement with the City.

D. The Developer estimates that the agreement with the City should be finalized by the Spring of 2024.

E. The Parties now desire to enter into this First Amendment to retroactively extend the sixty day deadline required by Subsection 3.3 of the Original Agreement in order to give the Developer more time to enter into a facilities construction agreement with the City.

AGREEMENT

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

1. Termination. Section 3 of the Original Agreement is hereby retroactively amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1 or 3.2.]

3.3. *City of Tucson Agreement Contingency.* The rights and obligations of the Parties under this Agreement are contingent upon Developer entering into a separate facilities construction agreement with the City of Tucson and, if such separate agreement is not entered into between

Developer and the City of Tucson by May 31, 2024~~within sixty (60) days after the execution and delivery of this Agreement~~, this Agreement shall terminate.

[No changes to 3.4.]

2. Effective Date. This First Amendment is retroactively effective beginning September 1, 2023.

3. Other Terms and Provisions. All other terms and provisions of the Original Agreement not specifically changed by this First Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement.

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 12/19/2023

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: 12/7/2023

By: _____
Penny L. Cardinal, Manager

Date: 12/7/23

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of December 2023 by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal) ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 6th day of December 2023 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal) ROBYN ANDERSON
Notary Public - State of Arizona
PIMA COUNTY
Commission # 635911
Expires August 23, 2026

Notary Public

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Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

SECOND AMENDMENT TO TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Twin Peaks Crossings

THIS SECOND AMENDMENT (this "Second Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and REDWING INVESTMENTS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On August 2, 2023, the Town and the Developer executed the Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on August 4, 2023, at Sequence No. 20232160222 (the "Original Agreement").

B. On December 19, 2023, the Town and the Developer executed the First Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings, recorded in the Pima County Recorder's Office on December 26, 2023, at Sequence No. 20233600144 (the "First Amendment"), by which the Parties extended the sixty day deadline required under Subsection 3.3 of the Original Agreement to give the Developer more time to enter into a facilities construction agreement with the City of Tucson.

C. Subsection 3.2 of the Original Agreement provides that the Facility Plan will lapse and the agreement will terminate "if more than one year has passed since the date of this Agreement and the Work has not begun."

D. The Developer has been engaged in efforts necessary to develop the property, but needs additional time to commence the Work pursuant to the terms of the Original Agreement.

E. The Parties now desire to enter into this Second Amendment to retroactively extend the Work commencement deadline required by Subsection 3.2 in order to give the Developer more time to commence the Work.

AGREEMENT

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

1. Termination. Section 3 of the Original Agreement is hereby amended as follows (with deletions denoted with ~~strikeouts~~ and additions denoted with double underlining):

[No changes to 3.1.]

3.2. *Termination for failure to commence or complete the Work~~after one year~~*. Approval of the Facility Plan shall lapse and this Agreement shall terminate if ~~more than one year has passed since the date of this Agreement and~~ the Work ~~has~~does not ~~begun~~commence by October 1, 2025, or if the Work is discontinued for a period of one year; provided that, if the Developer or any assignee approved or deemed approved by the Town pursuant to Section 8.3 below reasonably shall require to begin the Work or resume the Work after it had begun due to adverse market conditions or any delays due to strikes, acts of God, non-availability or shortages of labor or materials, local strikes, lockouts, inclement weather, war, governmental laws, regulations, restrictions, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, unknown and unanticipated soil or other underground conditions, pandemics, measures taken by any governmental authority in response to the COVID-19 virus, the government mandates closures of businesses due to public health concerns, including without limitation viruses, time to commence and complete a loan foreclosure of the Subject Property or any portion thereof or any other cause of any kind that is beyond the control of such party, Developer or such assignee shall be entitled to extend ~~such one year period~~ for such additional time as is reasonably necessary, but not to exceed one additional year, by written notice to the Town given before October 1, 2025~~the expiration of the initial one year period set forth above~~.

[No changes to 3.3, as previously amended, or 3.4.]

2. Effective Date. This Second Amendment is retroactively effective beginning August 1, 2024.

3. Other Terms and Provisions. All other terms and provisions of the Original Agreement, as previously amended, not specifically changed by this Second Amendment shall remain in effect and be binding upon the Parties as provided for in the Original Agreement. Capitalized words and phrases in this Second Amendment shall have the meanings set forth in the Original Agreement as modified by this Second Amendment.

[Signature Page Follows.]

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 10/2/24

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

[Notary Page Follows.]

THE "DEVELOPER":

REDWING INVESTMENTS, LLC, an Arizona limited liability company

By: _____
Charles D. Cardinal, Manager

Date: 9-24-24

By: _____
Penny L. Cardinal, Manager

Date: 9-24-24

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 24th day of Sept. 2024, by Charles D. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

DAWNELL JUERGENSEN
Notary Public - State of Arizona
PIMA COUNTY
Commission # 647207
Expires May 15, 2027

Dawnell J
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on this 24th day of Sept. 2024 by Penny L. Cardinal, Manager of REDWING INVESTMENTS, LLC, an Arizona limited liability company, on behalf of the company.

(Seal)

DAWNELL JUERGENSEN
Notary Public - State of Arizona
PIMA COUNTY
Commission # 647207
Expires May 15, 2027

Dawnell J
Notary Public

Council-Regular Meeting **C10**

Meeting Date: 06/17/2025

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 17, 2025

Subject: Approval of Regular Council Meeting Summary Minutes of June 3, 2025 (David Udall)

Attachments

Regular Council Meeting Summary Minutes, 06/03/2025

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 3, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

DRAFT

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at approximately 6:00 PM. He directed the Town Clerk to call the roll. **Council Member Kai** was absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Regarding Item C5, **Acting Town Clerk David Udall** said there was an updated agreement on the dais for Council's review. He explained that the sole change to the proposed agreement was the timeframe in which the Town was required to make payment to AdVision and asked if the Council would like to remove Item C5 from the Consent Agenda for further discussion. **Mayor Post** said he thought it should stay under Consent.

Mayor Post asked for a motion to approve the agenda.

Vice Mayor Ziegler moved to approve the agenda. Council Member Officer seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

The following individuals addressed the Council to express their opposition to the Linda Vista 52 annexation: **Ms. Linda Roberts, Ms. Jennie DeBray, Ms. Rhonda Karrer, Mr. Bill Cohen,** and **Mr. Mark Brazier**. Concerns included the following: strain on Town resources, including Police Department and Public Works Department resources, viewshed impacts, traffic impacts, way of life diminishment, property value diminishment, open space impacts, equestrian concerns, noise impacts, increased crime, and allegations of impropriety and corruption involving the relationship between **Mayor Post** and one of the property owners.

Mr. Dan Post addressed the Council. He outlined the benefits of the subdivision contemplated on his property if it were annexed into the Town and said it would include mitigation measures designed to protect riparian habitat, wildlife corridors, and water supply. He said the accusations from many opposing the annexation regarding unethical behavior and corruption for personal gain are baseless, misleading, and malicious. He said opponents have attacked his family's religious beliefs. He requested that the Council focus on the merits of the project and asked that Marana residents work together and not tear each other apart.

Mayor Post invited **Mr. Randy Karrer** to address the Council regarding the op-ed he published in the newspaper. **Mayor Post** asked **Mr. Karrer** to provide specific examples of what he accused him of in the op-ed and on social media and asked him if the accusations were lies. **Ms. Fairall** said **Mr. Karrer** could provide a statement if he wished to do so and said that **Mayor Post** could respond to the statement. **Mr. Karrer** explained that when there is an annexation like this, public outcry was to be expected. He said he was surprised **Mayor Post** and his brother would be part of something like this. He said this was not a personal attack and said that the optics look bad. He said one of the contemplated developments on one of the annexed properties consisted of three-story apartment buildings close to his house. **Mr. Karrer** said he has fought for his family and has lost members of his family. He said he hates to do this but said he will protect his property rights and his family. He said he would conclude his comments. **Mayor Post** asked if that gave him the right to defame and slander him. **Mr. Karrer** said he did not defame or slander **Mayor Post**. **Mayor Post** invited **Mr. Karrer** to look at the article he

wrote. **Ms. Fairall** informed **Mayor Post** that at the conclusion of Call to the Public, he could respond to criticism if he would like.

Mayor Post said he would respond to the criticism accusing him of doing something underhanded and foul. He said that by accusing him of that, **Mr. Karrer** was accusing Council Members and Town staff because it would take everyone in the room to do what he accused **Mayor Post** of doing. **Mayor Post** said it boggled his mind that **Mr. Karrer** would make such accusations against people who have spent 20 or 30 years serving the Marana community just because a development may go in near his house. **Mayor Post** said he thought that was wrong. **Mayor Post** said he did exactly what he was supposed to do by declaring a conflict of interest and recusing himself. He said he would no longer continue to stand for people addressing the Council and leveling baseless accusations.

Council Member Comerford said she wanted to explain a few things that appear to be misunderstood. She explained that the Council is not the one bringing forth the annexation. She said applicants have a legal right to bring annexation proposals before the Council for consideration. She called for kindness and civility to prevail and for the accusations and character attacks to end.

Council Member Cavanaugh agreed with Council Member Comerford's comments.

Vice Mayor Ziegler explained that **Mayor Post** declared a conflict of interest regarding the proposed Linda Vista 52 annexation on April 15, 2025, and recused himself from the dais. She said that at that meeting, the Council informally agreed to direct staff to begin exploring the potential annexation. She said no formal action has been taken since that meeting and that the Council is awaiting the annexation application and cost-benefit analysis that will provide factual and empirical information to help the Council determine whether the annexation is in the best interests of Marana residents. She emphasized that no decision or approval has been made by the Town Council regarding the annexation. She said that, contrary to the recent op-ed article, this was not a project quietly put in motion years ago. She said the Council has listened respectfully to concerns raised since the April 15 meeting, but that the same respect has not been returned by those addressing the Council in opposition to the annexation. She said in all her years in the workforce and as a public servant, her ethics, honesty, moral values, and leadership have never been attacked as they have been over this issue. She requested those commenting on the annexation to publish things that are truthful and accurate. She also said the Council is committed to following the procedural steps regarding the annexation as outlined in state law and to do what is best for Marana residents.

PROCLAMATIONS

PR1 Proclamation Recognizing Ironwood Forest National Monument 25th Anniversary (Jill McCleary)

Mr. Udall read the proclamation as Mayor Post presented it to its recipients.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Officer complemented an Ironwood Forest National Monument restoration project involving a one-rock dam.

Council Member Murphy said there is a lot going on in the community. She said graduations were great. She recently toured the Department of Child Safety and met several new people in Dove Mountain that are moving into the community.

Council Member Cavanaugh also toured the Department of Child Safety. He reminded residents to not leave dogs in cars over the summer.

Mayor Post complemented the Marana Chamber of Commerce and its programs. He also recently spoke at a Tucson Realtors Association event.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said there were 92 total single-family residential permits issued for the month of May. He said last May there were 167 permits issued. He said the Marana Aquatics and Recreation Center (MARC) is very popular and said that so far there are over 2,100 memberships with 7,397 members. He said the Wings Over Marana artwork will be unveiled at the Marana Airport on June 20, 2025. He said that the Police Department will be conducting another Citizens' Academy and also a new Teen Academy. He also highlighted a recent podcast covering questions regarding Tangerine and Interstate 10.

Mayor Post commended **Mr. Rozema** and staff for the high-quality Council reports**. Mr. Rozema** said the thanks belongs to **Executive Assistant to the Town Manager Danielle Tanner.**

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2025.011: Relating to Offenses; revising Marana Town Code Title 11 (Offenses), chapter 11-5 (Noise), section 11-5-4 (Construction noise; extended work permits) to revise the permissible hours for construction activities in compliance with A.R.S. § 9-500.52; and declaring an emergency (Jane Fairall)

C2 Resolution No. 2025-046: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System Pension Funding Policy for fiscal year 2025-2026 (Yiannis Kalaitzidis)

C2 Resolution No. 2025-047: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2026 (Andrea De La Cruz)

C3 Resolution No. 2025-048: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement Between the Town of Marana and Pima County for Provision of Video-Court Hearings of Municipal Prisoners for fiscal year 2025-2026 (Libby Shelton)

C4 Resolution No. 2025-049: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2025, through June 30, 2026 (Jeffrey Pridgett)

C5 Resolution No. 2025-050: Relating to Real Estate; authorizing the Mayor to sign the "Town of Marana Purchase of Bus Benches, Shelters, and Ad Boxes Agreement" with AdVision Street Media, LLC and approving the transfer of up to $24,000.00 in budgeted expenditure authority from the General Fund Contingency line item to the Community and Neighborhood Services Department budget for fiscal year 2024-2025 for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC (Lisa Shafer)

C6 Resolution No. 2025-051: Relating to Real Estate; approving and authorizing the Mayor to execute the Fourth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road (Terry Rozema)

C7 Resolution No. 2025-052: Relating to Municipal Court; approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic

violation hearing officers and approving the appointment of Amanda Werner as a civil traffic violation hearing officer for the Marana Municipal Court (Libby Shelton)

C8 Resolution No. 2025-053: Relating to Municipal Court; approving the reappointment of Frank Anjakos, David Deibel, and Maria Felix as magistrates pro tempore for the Marana Municipal Court and amending the termination date of magistrate pro tempore Alfred McDonald's Appointment (Libby Shelton)

C9 Resolution No. 2025-054: Relating to Economic Development and Tourism; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2025-2026 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

C10 Approval of Regular Council Meeting Summary Minutes of May 20, 2025 (Jill McCleary)

Vice Mayor Ziegler moved to approve the consent agenda. Council Member Cavanaugh seconded the motion. A roll-call vote was taken. All Council Members voted Aye. Motion passed, 6-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a location /owner transfer series #007 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Tucson Soccer Center, located at 7061 North Camino Martin Suite 120, Tucson, Arizona, 85741 (Jill McCleary)

Vice Mayor Ziegler moved to submit to the Arizona Department of Liquor Licenses and Control an order recommending approval of an application for a location/owner transfer series #007 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Tucson Soccer Center, located at 7061 North Camino Martin Suite 120, Tucson, Arizona, 85741. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

Development Services Director Jason Angell provided an update and answered questions on public and private projects and development applications in the Town, as currently listed on the following website:

https://maranaegov.com/portal/apps/experiencebuilder/experience/?draft=true&id=dae15ad306fb4a3fba65ee3babc21d54&page=Page&views=Water-Management%2CInspections

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

Mr. Rozema said there has not been any movement on any items of interest to the Town.

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.

Mayor Post asked for a motion to go into executive session.

Council Member Comerford moved to go into executive session on Items E2 and E3. Vice Mayor Ziegler seconded the motion. Motion passed, 6-0.

[An executive session was held on Items E2 and E3 below, beginning at 7:02 PM and concluding at 7:32 PM.]

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

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(3), (4), and (7), for discussion or consultation for legal advice with the Town's attorneys and discussion or consultation with the Town Manager, Economic Development Director, and the Town's attorneys in

order to consider the Town's position and instruct its representatives regarding negotiations related to the Agreement for Purchase and Sale of Real Property and Escrow Instructions entered into between the Town and Penvesco executed on May 6, 2021 and approved by Marana Resolution No. 2021-064.

Once back in open session, Council Member Cavanaugh moved to direct staff to proceed as discussed in executive session on Item E2. Council Member Comerford seconded the motion. Motion passed, 6-0.

E3 Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town's attorneys regarding the Public Hearing before the Arizona Power Plant and Transmission Line Siting Committee (Docket No. L-00000C-25-0094-00246) scheduled to begin on Monday, June 16, 2025, regarding the Tucson Electric Power Company's Application for a Certificate of Environmental Compatibility for its Northwest Marana Reliability Project.

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 Post asked for future agenda items. There were no requests for future agenda items.

ADJOURNMENT

Mayor Post asked for a motion to adjourn the meeting.

Council Member Officer moved to adjourn the meeting. Meeting adjourned at 7:34 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on June 3, 2025. I further certify that a quorum was present.

_____

David L. Udall, Acting Town Clerk

Council-Regular Meeting **B1**

Meeting Date: 06/17/2025

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-064: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

Discussion:

Section 17-2-1 of the Marana Town Code establishes the Town of Marana Planning Commission. Pursuant to Section 17-2-1(C), the Planning Commission makes reports and recommendations related to planning and development to the Marana Town Council, to other organizations, and to residents of the Town, and it undertakes other tasks assigned by the Town Council. The Planning Commission consists of seven members who are residents of the Town and who serve at the pleasure of the Town Council.

Pursuant to Section 17-2-2 of the Marana Town Code, members of the Planning Commission also serve as members of the Board of Adjustment, a seven-member quasi-judicial body that decides appeals regarding variances from the Town's zoning regulations, hears and decides appeals from zoning decisions made by the Planning Manager, and considers any matter referred by the Town Council.

The following three Planning Commission members' terms are set to expire on June 30, 2025: David Bowen, Ronald Hill, and Sharon Tyson. Town staff has solicited applications to fill these seats after June 30, 2025 and has received applications from the following candidates: David Bowen, Ronald Hill, and Sharon Tyson. These three applicants meet the requirements set forth in the Marana Town Code for appointment to the Planning Commission, and copies of their applications are included in the

agenda materials for the Council's review. The individuals appointed by the Council will begin serving on July 1, 2025, and will serve a four-year term expiring on June 30, 2029.

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

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

An executive session has been scheduled on tonight's agenda to discuss, consider, and interview the candidates should the Council wish to do so.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2025-064, appointing _____, _____, and _____ to the Town of Marana Planning Commission effective July 1, 2025, for a term ending June 30, 2029.

Attachments

Resolution No. 2025-064
Bowen Planning Commission Application
Hill Planning Commission Application
Tyson Planning Commission Application

MARANA RESOLUTION NO. 2025-064

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; MAKING APPOINTMENTS TO THE TOWN OF MARANA PLANNING COMMISSION

WHEREAS Section 17-2-1 of the Marana Town Code (MTC) establishes the Town of Marana Planning Commission, consisting of seven members who are residents of the Town and who serve at the pleasure of the Council; and

WHEREAS pursuant to MTC Section 17-2-1(C), the Planning Commission makes reports and recommendations related to planning and development to the Marana Town Council, to other organizations, and to residents of the Town, and it undertakes other tasks assigned by the Town Council; and

WHEREAS pursuant to Section 17-2-2 of the Marana Town Code, members of the Planning Commission also serve as members of the Board of Adjustment, a seven-member quasi-judicial body that decides appeals regarding variances from the Town's zoning regulations, hears and decides appeals from zoning decisions made by the Planning Manager, and considers any matter referred by the Town Council; and

WHEREAS the following three Planning Commission members' terms are set to expire on June 30, 2025: David Bowen, Ronald Hill, and Sharon Tyson; and

WHEREAS the Mayor and Council find that the appointments addressed by this resolution are 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, that _____, _____, and _____ are hereby appointed to the Town of Marana Planning Commission effective July 1, 2025, for a term ending on June 30, 2029.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Board and Commission Application
Town Clerk

Submitted On:
May 19, 2025, 02:16PM EDT

Board or Commission	Planning Commission
Please upload your resume here.	Planning Commission Resume.docx
First Name	David
Last Name	Bowen
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	24
How many years have you lived in Marana?	24 (I have worked 30 years in the Town)
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Financial Advisor/Planner
Employer	Southwest Investment Advisors
What is your vision for the Town?	The Town of Marana is a growing and vibrant community with a strong business base and commitment to preserving the beauty of the surrounding environment. I want to see the population increase, consistent with sound development principles, to provide big city amenities in a small town environment.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Continued work is required to make Marana's three main regional population areas function as a single town. Ongoing work is required to expand Town offerings in the arts, music, and recreation. Further, big projects will need to be tackled to enable additional growth, ex.: the Barnett channel, and Marana's growing water supply needs.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	With the addition of the new Recreational Center and the completion of the Fry's supermarket, I believe that the ground has been laid to expand on Marana's trail systems, bike paths, and environmental surroundings to draw outdoor enthusiasts to the Town. These are great amenities, and they continue to draw people to the Town.
Please explain your professional background	Financial planner for 30 years (20 years as owner). Former Council member and current Planning Commissioner for Marana. Prior to coming to Marana, I and my family served with a religious non profit agency in West Africa for eight years.

Describe your experience working with a Council-appointed board or commission	Former council member (10 years), current Planning Commissioner (3 years).
Describe a time when you had to stand firm and make a tough or unpopular decision	The PC was in the middle of a neighborhood controversy over a homeowner wanting to convert his home into a residential treatment center for ex drug addicts and other non violent offenders. The Town faced a dilemma because Federal law prevented us from denying the application even though the homeowners didn't want the business in their neighborhood. I was conflicted, being in agreement with the homeowners but not wanted to put the Town at risk of lawsuit which I felt we might lose. I stood against the homeowners, but explained my position calmly. The measure failed, which I was glad for but felt I had done right.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	This is an issue that I wrote about in the question above regarding Important Concerns in the Town. I see the Town as three distinct regions, yet one Town. Care must be taken in every decision to not prioritize one area at the expense of another. I will keep this in mind.
Full Name	**First Name:** Jon **Last Name:** Post
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend/former colleague
Phone Number	[redacted]
Full Name	**First Name:** Clint **Last Name:** Peek
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	NA
Person with Interest	NA
Type of Interest	NA
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods	

or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship?	NA
Signature Data	First Name: David Last Name: Bowen Email Address: [redacted]  Signed at: May 19, 2025 2:15pm America/New_York
Full Date	**Month:** 5 **Day:** 19 **Year:** 2025

David Bowen

Summary

Strong Generalist in the Town of Marana with 16+ years involvement in Town affairs. Former two term Council member serving under Mayor Ed Honea, Town Managers Gilbert Davidson and Jamsheed Mehta, and former Police Chief Terry Rozema. I am completing one term of service with the Planning Commission, where I've continued to contribute to discussions regarding Town land use. My background as a former Council member, combined with my recent term as a Planning Commissioner has given me much experience and the ability to understand a wide array of Town planning aspects. I have a strong desire to continue assisting with and contributing to the Town's future, and to fulfilling its organization priorities as outlined in the General Plan.

Experience

2022 – PRESENT

Commissioner | Town of Marana Planning Commission | Marana, AZ

Attended all meetings, participated in agenda discussions, and interacted with the public in antagonistic forums where I reacted calmly and firmly to uphold the Town's values and requirements.

- Proposed changes and collaborated on project proposals.
- Upheld Town regulations and its General Plan.
- Regularly visited affected property sites personally to prepare for discussions and votes.
- Remained calm and interactive during public meetings.

NOVEMBER 2020 – JUNE 2022

Business Owner in the Community| Kept abreast of Town Developments

During my intervening time out of office as a former Town Council member, I continued my involvement in the Town by remaining active in the Marana Chamber of Commerce and maintaining strong ties with the local business community.

MARCH 2011 – NOVEMBER 2020

Two-term Town Councilmember

As one of the few Councilmembers who had not come up through being a Planning Commissioner, I had a lot to learn in my early days. I spent many hours meeting with the Town Manager as well as department heads while striving to understand the workings of the Town so that I could be a productive member. I did this so that I could be a strong contributor to Council discussions. This was in addition to working full-time where as the business owner I needed to put in full work days. To me, the extra time spent learning and contributing to the Town as a Councilmember was enjoyable and rewarding.

Skills

- Proven ability to put in extra time as needed in order to understand issues facing the Town.
- Calm under pressure; not easily provoked.
- Firm and outspoken when I need to be in making my perspective.
- Analytic in my approach to problems, not very emotional.

Education

MAY 1908

Bachelor Arts in Education | University of Nebraska| Kearney, NE

A list of all my accomplishments at the University follows:

- I graduated.

Activities

Reading • Flying • Weight Training • Distilling • Grandkids •Church life

Board and Commission Application
Town Clerk

Submitted On:
May 6, 2025, 06:07PM EDT

Board or Commission	Planning Commission
Please upload your resume here.	Ron Hill Full (3).doc
First Name	Ronald
Last Name	Hill
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	19
How many years have you lived in Marana?	19
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Retired Engineer
Employer	None
What is your vision for the Town?	Continue Marana's high quality development. Marana has done an excellent job molding developments with the environment.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Traffic will become a major issue with the growth of the town. Improving the interchanges at Cortaro Road and Tangerine Road is critical. Water is a major issue for Southern Arizona.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	The Town's location along I 10 makes it a desirable place to live and local a business. The careful plan development Marana has utilized makes it a desirable place to live. The location of parks, the hiking and bicycle trails appeals to most people.
Please explain your professional background	I am a civil engineer who has worked in both public and private capacities over my career of 37 years.
Describe your experience working with a Council-appointed board or commission	I have been on the Marana Planning Commission for the last seven years serving as a member and Vice Chairman
Describe a time when you had	When I was with the Nevada Department of Transportation I had to

to stand firm and make a tough or unpopular decision	address the town of Henderson regarding noise walls along the freeway. Several private developers had built up to the freeway fence. Since the developments were built after the freeway was approved. The city had allowed the developers to build without sound walls. It was very difficult to explain to the town board there was no money from the Department for new walls. The town had been informed years earlier the walls would not be eligible for federal money after the alignment had been approved. This happened in a board meeting with over 100 citizens present.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I will maintain the ultimate professional demeanor. I will objectively address each issue and make sure I follow the rules, policies, and requirements of the town of Marana.
Full Name	**First Name:** John **Last Name:** Hewitt
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Full Name	**First Name:** Mark **Last Name:** Smith
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	None
Person with Interest	None
Type of Interest	None
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	

Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship?	None
Signature Data	First Name: Ronald Last Name: Hill Email Address: [redacted] Signed at: May 6, 2025 6:03pm America/New_York
Full Date	**Month:** 5 **Day:** 6 **Year:** 2025

Ronald W. Hill, PE

Education: BS/1970/Civil Engineering/University of Nevada

Professional Registration: 1999/Professional Engineer - Civil/Arizona #34084

Professional Affiliations:

- Member, Clark County Regional Transportation Commission - Citizens Advisory Committee - 1996-1997
- Member, University of Nevada, Las Vegas Advisory Committee to the Department of Civil and Environmental Engineering 1995-2006
- Member of Marana Citizens Advisory Committee 2015-2018
- Member of the RTA Next Citizens Committee 2017-2022
- Member of the Town of Marana Planning Commission 2018-present

Qualifications:

Mr. Hill has over 37 years experience in the transportation engineering field. Mr. Hill worked for the Nevada Department of Transportation (NDOT) for 25 years, holding key positions such as Chief Road Design Engineer, Assistant Director Operations, and Deputy Director. His responsibilities as Deputy Director included administering the $350 million budget and 1,500 employees. Upon his retirement from NDOT he worked twelve years in private industry managing engineering offices in Carson City and Las Vegas, Nevada and Salt Lake City, Utah.

Experience: NEVADA DEPARTMENT OF TRANSPORTATION

June 1970 – July 1972 – Rotational Engineer – Mr. Hill participated in the engineering training program spending time in all of the department's major divisions.

July 1972 – November 1973 – Bridge Design Engineer – Mr. Hill served as an entry level bridge design engineer after completing the training program.

November 1973 –June 1978 – Hydraulic Engineer – Mr. Hill served as the NDOT hydraulic engineer responsible for all drainage design for NDOT projects. In addition he served as an expert witness on NDOT drainage related court cases.

June 1978 – April 1979 – Senior Design Engineer – Mr. Hill served as a senior design engineer responsible for three design squads. The design squads prepared design of highway and freeway projects.

April 1979 – June 1980 – Principal Design Engineer – Mr. Hill was responsible for one of the two design sections preparing plans for NDOT freeway and highway projects. He had over 30 employees involved in the design of more that half of the annual highway program designs.

June 1980 – May 1983 – Chief Design Engineer – Mr. Hill was responsible for the design division of NDOT. He had over 100 employees involved in design, traffic engineering, hydraulics and specifications writing.

May 1983 – July 1986 – Assistant Director Operations – Mr. Hill was responsible for the administration of the operations divisions of NDOT including; the Construction Division, Maintenance Division, Contract Compliance Division and the Materials and Testing Division. In all there were 300 employees under his supervision.

July 1986 – June 1995 – Deputy Director – Mr. Hill and the director of NDOT were responsible to administer the entire department of transportation. At that time there were 1500 employees and the annual budget was $350 million. Mr. Hill was responsible for management of the divisions as well as serving and the secretary to the NDOT Board of Directors. He and the director guided the NDOT legislative program through the legislature. A major area of responsibility was the coordination of the NDOT program with the 17 counties and the various cities and regional authorities.

PRIVATE INDUSTRY EXPERIENCE: In addition to managing the offices for his employer he served as a project manager or principal in charge on several projects. The following is a partial list of the projects completed under his supervision:

I-80 Aria Interchange; Wendover, Nevada- Mr. Hill served as the Principal-In-Charge for the development of the environmental document and design of a new interchange on the Nevada/Utah state line. This project modified an existing structure and add ramps to construct an additional interchange providing access to Wendover, Utah and West Wendover, Nevada. The project was completed in 2007.

I-80/Nevada Pacific Parkway Interchange; Fernley, Nevada - Mr. Hill served as the Principal-in-Charge for the preparation of an Interstate Access Request and the environmental document on I-80 near Fernley, Nevada. This interchange will improve the access from the south and east on US 50 to I-80. The document was completed in 2006 and the Finding of No Significant Impact was signed by the FHWA.

Tenaya Way Improvements - Centennial Parkway to Elkhorn Road; Las Vegas, Nevada – Mr. Hill was the Principal-in-Charge responsible for overseeing all aspects of the project. This project consisted of the design for widening and reconstruction of an 80-foot right-of-way urban collector street for the City of Las Vegas, Nevada. The project length is approximately one mile. Elements of design for this project include curb, gutter, sidewalk, streetlights, storm drain, sanitary sewer, right-of-way acquisition, pavement section, traffic signing, pavement markings, and traffic signals for two intersections. This project also included storm drain improvements along Deer Springs Way from Tenaya Way to Buffalo Drive, a distance of approximately one-half mile. The improvements were designed to Clark County Area Standards. Funding sources for the project included the Clark County Regional Transportation Commission, City of Las Vegas, and City of Las Vegas and Clark County Special Improvement Districts (SID). The estimated total project cost was $5,340,000, which included construction, right-of-way acquisition, design engineering,

construction engineering, and administration. The project construction was completed in the summer of 2006.

Scheckler Lane and Taylor Street Overlay Projects- Mr. Hill is served as the Principal-In-Charge for the construction management assignment for NDOT. This project treated the roadway surfaces with roadbed modification, milling and overlay. The staff had full control for the administration of the project. The work was completed in the spring of 2006.

SR 318 Recycle and Overlay Project/US 93 Pahroc Summit/I-15 Mesquite – Mr. Hill served as the Principal-In-Charge for this crew augmentation project for NDOT's crew 922. His group provided the construction inspectors and testers to augment the crews NDOT has assigned to the projects. The combined construction cost of the projects was in excess of $40 million. The project was completed in 2005.

US 95 Tropical Parkway Overpass; Las Vegas, Nevada – Mr. Hill served as the Principal-In-Charge for the construction management, inspection and testing for this new bridge structure. The structure was a four span continuous, cast-in-place bridge, 475 feet in length and 85 feet wide. He was responsible for overseeing the field crew administered the project and coordinated with the City of Las Vegas staff on the project. He made sure that the services were provided in accordance with the contractually stipulated milestones, schedule and budget. This project was completed in 2004.

Las Vegas Beltway Jones to Simmons; Clark County, Nevada - This project is a portion of the $1.5 billion Las Vegas Beltway. This section, which runs from Jones to Simmons in the City of North Las Vegas, provides a four lane frontage road to carry the traffic until the ultimate freeway section can be built at a later date. The project constructed an extensive storm drainage system with a major reinforced box structure. As Principal-in-Charge, Mr. Hill was responsible for supervising the construction engineers, inspectors, surveyors, and materials testers. He ensured the services were provided in accordance with the contractually stipulated milestones, schedule, and budget. The project was completed in 2003.

Las Vegas Beltway, Pecos to I-15, Las Vegas, Nevada – Mr. Hill was the Principal-in-Charge responsible for overseeing all aspects of the project. The assignment was to provide the construction staking services for the construction of 3 miles of beltway with 4 interchanges including the interchange at I-15. The project included staking for grading, two 24-foot wide concrete travel lanes, four bridges and one bridge widening, improvements to Range Road, and all appurtenant features. The staking also included several miles of drainage channels and multiple drainage structures. All survey calculations were performed in advance of field operations to reduce time required for field staking. Field surveys were completed utilizing Trimble and data. 4700GPS receivers and Geodimeter Total Stations and data collectors from calculated data. The project was completed in 2004.

US 50 Binwall replacement and repair project; Lake Tahoe, Nevada - As Project Manager and later as Principal-in-Charge for this $30 million project, Mr. Hill is responsible for replacing the metal retaining walls along US 50 in Lake Tahoe from Kahle Drive near Stateline, north to Cave Rock. The work was accomplished over a

period of years and through several projects. The last wall was bid in spring of 2006. The work should be completed in the 2007 summer. This scope of work included implementing the Lake Tahoe Stormwater Master plan requirements throughout the length of the project.

Las Vegas Beltway, Hualapai to Sahara, Las Vegas, Nevada – Mr. Hill was the Principal-In-Charge on this project providing the construction staking services for the construction of 2.5 miles of freeway. The project included final grading, two 24-foot wide concrete travel lanes, two bridges, and all appurtenant features. The staking assignment included two bridges, drainage structures, and grading. All survey calculations were performed advance to assure accuracy and quality and reduce time required for these calculations. Field surveys were completed utilizing Trimble GPS receivers and Geodimeter Total Stations and data collectors from calculated data. This project was completed in 2003.

US 95 from Railroad Pass to 16 miles south and SR 163 from US 95 to Laughlin – Mr. Hill served as the Principal-In-Charge for the crew augmentation of NDOT's crew for the inspection and testing for these projects. The work consisted of constructing a divided four lane roadway on US 95 as well as cold recycles and overlay of the SR 163 projects. The combined cost of the two projects was over $30 million. The project was completed in 2002.

Tucson Modern Street Car project. – As an employee of URS Mr. Hill provided plan utility review for the design of the project.

Board and Commission Application
Town Clerk

Submitted On:
May 10, 2025, 01:57PM EDT

Board or Commission	Planning Commission
Please upload your resume here.	Sharon Resume.docx
First Name	Sharon
Last Name	Tyson
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	11 years in August, 2025
How many years have you lived in Marana?	11 years
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Retired
Employer	Retired
What is your vision for the Town?	The MARC is a great example of a visionary plan. Ten years in the making and now it is a reality!!!!!!! I would love to see the Town do more of these types of visionary projects!!!! More business opportunities for our kids so they can stay in Marana, earn a good living and raise their families.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	With the rapid growth of Marana, I think our infrastructure requirements are going to be extremely important. We live in Arizona so water will always be a subject to be aware of.
What do you see as the Town's best asset to bring visitors and new residents to the Town?	I believe the quality of life in Marana is excellent. We consider all aspects of family life to be important. Parks in our neighborhoods, trails for hiking and of course all of the bicycle paths connecting riders with various parts of town.
Please explain your professional background	As a military wife of over 20 years, I have learned to make "home" wherever we were. I have always tried to make a difference in all the communities, whether it was serving on a domestic violence board, city council or planning commission.
Describe your experience	I have always attempted to be a "team player" on any Board I served

working with a Council-appointed board or commission	on. We are all trying to make life better for the community we serve. Always an honor to get up every morning and ask yourself, what can I do today to make life better for our citizens".
Describe a time when you had to stand firm and make a tough or unpopular decision	We had a case come before the PC a few years ago, the applicant was asking to put a "group home" for recovering addicts" in a neighborhood that had families and small children. There were numerous questions about the applicant and the application. I voted "no" and stood with the neighborhood. It was not a popular decision by some.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	I will always do my best to gather all the information and facts on all our cases and make my votes on whether it is best for the Town of Marana and its' people.
Full Name	**First Name:** Linda **Last Name:** Spalla
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Full Name	**First Name:** Dr. Jennie **Last Name:** Robinson
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Friend
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	Not applicable
Person with Interest	Not applicable
Type of Interest	Not applicable
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	

Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship?	Not applicable
Signature Data	First Name: Sharon Last Name: Tyson Email Address: [redacted]  Signed at: May 10, 2025 1:54pm America/New_York
Full Date	**Month:** 5 **Day:** 10 **Year:** 2025

SHARON A. TYSON

[redacted]

EXPERIENCE:

Member of Town of Marana Planning Commission
June 2017 to February 2022. Reappointed by Town Council in June, 2023 to Present.

Member of the City of Huntsville, Alabama, Planning Commission
2012 – 2014
While serving on the Huntsville Planning Commission served as Zoning Committee Chairwoman.

Member on the Crestwood Medical Center Women's Advisory Council
2004-2014
Acted as an advisor to the Crestwood Medical Center providing recommendations on new technology, reported patient feedback to the CEO.

Women Honoring Women Chairwoman
2007
Chair for the Women's Economic Development Council Foundation's largest fund raising event.

Volunteer building the Veterans Memorial Park
2006
Assisted the Chairwoman in all day-to-day operations.

Volunteer on the Huntsville, Alabama, Bicentennial Celebration Committee
2005
Assisted the Chairwoman in all day-to-day operations. Personally coordinated the celebration events in all five (5) district of Huntsville.

Member, HOPE Place Board of Directors
1997 - 2010
Chair of the HOPE Place Golf Classic
1999 – 2010
President, HOPE Place Board of Directors
1999 – 2000
HOPE Place is a domestic violence shelter program. The Board of Directors oversaw and approved all activities and budgets.

Councilmember and Planning Commission Member for the City of Scottsboro, Alabama.
1992 – 1996

REFERENCES
Provided upon request.

Council-Regular Meeting **B2**

Meeting Date: 06/17/2025

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-065: Relating to Boards, Commissions, and Committees; making an appointment to the Town of Marana Utilities Board (David L. Udall)

Discussion:

Title 16 of the Marana Town Code establishes the Town of Marana Utilities Board. Pursuant to Marana Town Code Section 16-1-3, the Utilities Board shall manage and operate the water, wastewater, streetlight, electric, and other utility functions of the Town, while the Water Director maintains responsibility for the daily operations of the Town's water and wastewater services. The Utilities Board is a seven-member Board consisting of the Water Director, the Finance Director, two Town employees appointed by the Town Manager, and three Council-appointed members who are either Town residents or Town utility customers.

As currently constituted, the Utilities Board consists of Deputy Town Manager Erik Montague, Water Operations Manager Paul Martinez (both of whom were appointed by the Town Manager), Water Director Heidi Lasham (who the Council appointed as Chair of the Board), and Finance Director Yiannis Kalaitzidis. The three Council-appointed positions are currently vacant because their terms have expired.

Town staff solicited applications for the three vacant Council-appointed positions and received one application from Jeff Biggs. This applicant meets the requirements set forth in the Marana Town Code for appointment to the Utilities Board, and a copy of his application is included in the agenda materials for the Council's review. If appointed, Mr. Biggs' four-year term would retroactively begin on March 16, 2025.

Town staff will continue to solicit applications for the remaining two vacant positions.

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

1. Interview the applicant either in public or in an executive session scheduled for that purpose. (An executive session has been scheduled on tonight's agenda for interviewing candidates, should the Council desire to do so.)
2. Make an appointment.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2025-065, appointing Jeff Biggs to the Town of Marana Utilities Board.

Attachments

Resolution No. 2025-065

Jeff Biggs Application

MARANA RESOLUTION NO. 2025-065

RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES; MAKING AN APPOINTMENT TO THE TOWN OF MARANA UTILITIES BOARD

WHEREAS Title 16 of the Marana Town Code establishes the Town of Marana Utilities Board and requires that its membership consist of the Town Water Director, two Town employees appointed by the Town Manager, the Town Finance Director, and three Council-appointed members who are either Town residents or utility customers of the Town; and

WHEREAS the Utilities board, as currently constituted, consists of Deputy Town Manager Erik Montague, Water Operations Manager Paul Martinez (both of whom were appointed by the Town Manager), Water Director Heidi Lasham (who the Council appointed as Chair of the Board), and Finance Director Yiannis Kalaitzidis; and

WHEREAS the three Council-appointed positions are currently vacant because their terms have expired; and

WHEREAS the Mayor and Council find that the appointment addressed by this resolution 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, that Jeff Biggs is hereby appointed to the Town of Marana Utilities Board for a four-year term retroactively effective beginning March 16, 2025.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Board and Commission Application

Town Clerk

Submitted On:
May 13, 2025, 01:41PM EDT

Board or Commission	Utilities Board
Please upload your resume here.	Jeff's Carollo Resume January 2024.pdf
First Name	Jeff
Last Name	Biggs
Email	[redacted]
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
How many years have you lived at this address?	23.5
How many years have you lived in Marana?	23.5
Phone Number (Daytime)	[redacted]
Phone Number (cell or home)	[redacted]
Occupation	Retired and working part time for Carollo Engineers.
Employer	Carollo Engineers
What is your vision for the Town?	Continued sustainable growth utilizing wise water management while delivering safe drinking water.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?	Water resources Water quality Employee retention and professional growth Continued use of available technology
What do you see as the Town's best asset to bring visitors and new residents to the Town?	Marana's small town atmosphere, affordable housing, great school district, family activities, safety, and sustainable industry/commercial growth.
Please explain your professional background	I have over 44 years of experience in the water profession which includes water treatment & quality, water resources, public outreach, employee relations, and government affairs.
Describe your experience working with a Council-appointed board or commission	I worked closely with the City of Tucson's Mayor & Council for over 15 years. I have been a member of the Town of Marana Utilities Board since December 2016.
Describe a time when you had to stand firm and make a tough	I made numerous difficult decisions as the Tucson Water Director. Some of those decisions included employee terminations, budget

or unpopular decision	allocations, and water service determinations. The most important decision was to step down as Director so my family could continue to live in Marana.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.	My objectivity will be focused solely on what is best for the Town of Marana. I take pride in my ability to maintain my objectivity throughout my 44 plus years of experience in the water profession.
Full Name	**First Name:** Dale **Last Name:** Moe
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	Pastor
Phone Number	[redacted]
Full Name	**First Name:** John **Last Name:** Kmiec
Full Address	**Street Address:** [redacted] **City:** [redacted] **State:** [redacted] **Zip:** [redacted]
Relationship	friend and past co worker
Phone Number	[redacted]
Phone Number	[redacted]
Name of Business	N/A
Person with Interest	N/A
Type of Interest	N/A
Additional Information	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	No
If Yes, please explain	
Are you, a relative, or any member of your household an employee of the Town of Marana?	No
If Yes, please explain	

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship?	N/A
Signature Data	First Name: Jeff Last Name: Biggs Email Address: [redacted]  Signed at: May 13, 2025 1:41pm America/New_York
Full Date	**Month:** 5 **Day:** 13 **Year:** 2025



Jeff B. Biggs

Jeff Biggs, has over 44 years of experience in the water profession, including being a certified Water Treatment & Water Distribution Operator. Jeff's experience includes water treatment and quality, water resource management, public outreach, intergovernmental affairs, and research. Jeff also has extensive management experience, is a member of numerous Boards and committees and received the AWWA Missouri Section 1993 Meritorious Operator Award, the Arizona Public Works Association 2016 Outstanding Public Works Employee Award, is an AWWA Life Member and a recipient of the Water for People Kenneth J. Miller Founder's Award and the 2022 WateReuse Arizona Person of the Year Award. He currently serves on The Water Research Foundation's Research Advisory Council.

Education

Water and Wastewater Diploma, Kirkwood Community College, 1980

Licenses

Water Treatment Operator, Grade 4, Arizona

Water Distribution System Operator, Grade 3, Arizona

Certification

Professional Affiliations

Water Research Foundation – Research Advisory Council Member

Multi-States Salinity Coalition Board Member

Water Environment Federation Member

Jeff B. Biggs

Awards

Water For People, Kenneth J. Miller Award – 2010

AWWA Life Member Award – 2011

State of AZ AWPA Outstanding Public Works, Employee Award – 2016

WateReuse Arizona's Person of the Year Award – 2022

Potable Reuse Roadmap, WEF Leadership Award – 2016

Other Accomplishments

Open for Quote

Previous Experience

→ TARP Enhanced Recovery Project. This project included drilling & equipping a 10th Remediation well, pipeline & additional UV vessels and GAC vessels to treat the increased flow and contaminant concentrations.

→ TARP Recycled Water Supply Project. This project includes installation of over 1.5 miles of 24" pipeline, booster station & forebay, and construction of an outfall to the Santa Cruz River. Upon completion, the treated water from the TARP/AOP facility will be delivered to the Recycled Water System and/or to the Santa Cruz River.

→ Program Manager for Tucson Water's Non-Revenue Water Management Program. Responsible for the develop and implementation of the program

→ Advanced Oxidation Process (AOP) Water Treatment Facility. This innovative 8.4 million gallon per day (MGD) UV-hydrogen peroxide facility removes 1,4-dioxane and volatile organic chemicals (VOCs) to non-detect levels and has restored the TARP facilities to full production capacity without the need for additional blending water supplies. This facility has won the following awards:

- 2015 National Grand Prize (Design) / American Academy of Environmental Engineers and Scientists (AAEES)
- 2015 National Recognition Award / American Council of Engineering Companies (ACEC)
- 2015 Judge's Choice Award (top award) / American Council of Engineering Companies (ACEC) of Arizona
- 2014 Water Treatment Project of the Year / AZ Water Association

→ Decision H_2O - High-profile and multi-faceted technical and public outreach program that assessed customer's preferences for utilization of renewable Colorado River water supplies and set the course for continued monitoring of factors affecting the decision to defer treatment of this supply for mineral content reduction, construct facilities for recharge and recovery of the City's full CAP water allocation and embark on plans for beneficial use of all recycled water available to the City.

→ Recycled Water Master Plan - A comprehensive master plan for total reuse of Tucson's effluent entitlement from Pima County metropolitan area wastewater treatment facilities. This included expansion/upgrade of Tucson Water's non-potable reclaimed water distribution system and development and implementation of a phased program for potable reuse as a locally controlled renewable water supply.

→ Recycled Water Program - Advancement of early technical and public outreach program implementation efforts that will lead to full-scale facilities for potable reuse.

→ Strategic Plan - Development and implementation based on department business values/standards and staff behavior values.

→ Maintenance Management Program (MMP) Pilot - Managed the MMP Pilot for 15 months. During the 15 months, Mr. Biggs introduced and initiated the Synergen Computerized Maintenance Management System (CMMS) and other innovative programs and procedures, which the department has implemented in the Maintenance division.

Water Quality & Operations

→ While serving as a Chief Plant Operator with the City of Kansas City, MO Mr. Biggs supervised 4-5 person crews in activities pertaining to water treatment and pumping facility operation. Interpretation of laboratory analysis, decision making on chemical treatment and operation of chemical feed equipment. Mr. Biggs also trained associates in safe handling of hazardous chemicals, proper filtration practices and troubleshooting equipment. Finally, he ensured proper water pressure in the distribution system and efficient control of electrical power.

→ Operated 15 MGD surface and well water treatment plant on rotating shifts as a Plant Operator with the Burlington Municipal Waterworks, in Burlington, IA. Responsibilities included computing chemical feed

Jeff B. Biggs

Awards

Water For People, Kenneth J. Miller Award – 2010

AWWA Life Member Award – 2011

State of AZ AWPA Outstanding Public Works, Employee Award – 2016

WateReuse Arizona's Person of the Year Award – 2022

Potable Reuse Roadmap, WEF Leadership Award – 2016

Other Accomplishments

Open for Quote

dosages and adjusting chemical feed equipment. Performed various laboratory quality control tests. Maintained correct water distribution pressure utilizing elevated storage tanks and booster pumps. Operated rapid sand filters and performed well drawdowns.

Administrator Expertise

→ Working with the Tucson, AZ Water Department as a Source Water Administrator, Mr. Biggs managed a staff of 19 employees tasked with the acquisition, development, protection, and resiliency of our water supply. The strategies and guidance pertaining to the TARP / AOP facility and the ongoing management of PFAS compounds were driven from this division. These strategies include working closely with the USAF and USEPA. Mr. Biggs is also responsible for the coordination of the department's USEPA TCE Superfund Site.

→ Managed a staff of 16 employees performing various activities within the Strategic Initiatives division of Tucson, AZ Water Department. Mr. Biggs served as a Strategic Initiatives Administrator. The Intergovernmental Affairs (IGA) section handles intergovernmental coordination and provides professional level support to special projects within the utility. Main responsibilities include IGA creation and compliance tracking, representation of utility to outside groups and organizations, Mayor & Council agenda coordination, and Citizen's Water Advisory Committee administrative staffing. Public Information & Conservation (PICO) section is comprised of two units. The Public Information Unit coordinates community outreach efforts, utility information and education programs, and maintains media relations. The Conservation Unit plans, develops, and implements all water conservation programs. The Technical Innovations unit coordinates all department research activities with outside agencies. These outside agencies include, but are not limited to the University of Arizona, the Water Research Foundation, and the WateReuse Research Foundation. Most of the research involves In-Kind services from Tucson Water, with a few involving some monetary funding

→ Managed a staff of 70 employees performing various activities within the Water Quality & Operations division of the Tucson, AZ Water Department. The division is responsible for operating three (3) water source facilities as well as a state certified laboratory. Division personnel operate a reclaimed water treatment plant, which includes a tertiary treatment facility and an on-site recharge and recovery facility. A 160 MGD surface water treatment facility is utilized for treating recharged and recovered groundwater, which is supplied from the Colorado River through the Central Arizona Project canal. Also, a groundwater TCE remediation treatment facility supplies potable water to the distribution system. Additionally, staff operates the potable distribution system for the main Tucson Water system and the 10 isolated water systems. Also, staff is responsible for the drinking water regulatory compliance; AZPDES discharge permits, Aquifer Protection Permits, air quality permits and is the lead for the departments Water Loss Program. The Customer Concerns Unit is housed within the Water Quality Management division. This unit responds to customer complaints ranging from water quality to water pressure concerns. Mr. Biggs served as a liaison with state and federal water quality regulatory agencies, including the management of the TARP facility, which is an USEPA TCE Superfund site. Responsible for a $40 million O&M budget. Involved in numerous departmental Capital Improvement Projects, including a Reservoir Rehabilitation Program, an Effluent Master Plan, Advanced Oxidation Process Facility and a SCADA Master Plan.

Leadership Roles

→ Department Director for the Tucson, AZ Water Department - Managed an enterprise department with a current operating budget of $130 million and a capital budget of $50 million and with a highly qualified staff of 575. Mr. Biggs was responsible for complete management of operations, maintenance, securing water resources and strategic planning. This included financial, engineering, water quality assurance, and customer service functions. I took a leading role in regional water management issues and

Awards

Water For People, Kenneth J. Miller Award – 2010

AWWA Life Member Award – 2011

State of AZ AWPA Outstanding Public Works, Employee Award – 2016

WateReuse Arizona's Person of the Year Award – 2022

Potable Reuse Roadmap, WEF Leadership Award – 2016

Other Accomplishments

Open for Quote

Jeff B. Biggs

work collaboratively with other local utilities and city government organizations. Other responsibilities included, but were not limited to, coordination of activities with government officials, community leaders, businesses and the press; develop regional collaboration in the water quality and supply issues; direct utility financial functions to include bond sales, revenue projections, and annual budgets for O&M and capital improvements; financial planning for continuous infrastructure maintenance, replacement and any necessary expansion; communicate with employees at all levels on a quarterly basis to share information and to promote performance expectations; direct hiring, discipline, evaluating, training, and coordinating other human resource activities; resource planning and capital improvement programs for long-term sustainability of water supplies; maintain a dialogue with the customer base and the larger community to retain consumer confidence and satisfaction; oversee the water rate development process; and leadership of an efficient community water conservation effort.

→ Interim Deputy Director for the Tucson, AZ Water Department - Managed a staff of 400 employees performing various activities. In addition to Strategic Initiatives, Mr. Biggs oversaw the following areas:

- Customer Service: Responsible for water service-related activities including meter reading, service connection and disconnection, and issuing monthly water, sewer, and refuse bills. The Solution Center and Front Counter Clerks serve as the primary customer contact for most Tucson Water customers. In addition, the office conducts high bill investigations, investigates water waste complaints, and provides other customer assistance services. Specialized staff responds to water waste complaint issues and provide water audit services to customers with high bills and high water-use landscaping.
- Maintenance: Responsible for maintaining the department's potable and reclaimed water facilities including wells, boosters, and reservoirs. Staff maintains the pipelines and components of the distribution systems, installs new services, and fire hydrants, and constructs minor system modifications. Staff also maintains utility construction equipment, provides radio communications, and is responsible for the "Blue Stake" program, which locates water system lines. The division manages the utility-owned Avra Valley Central Arizona Project (CAP) water recharge basins and recovery wells. In addition, staff oversees a comprehensive computerized preventive maintenance management system to ensure overall water system integrity.
- Water Quality & Operations: Responsible for operating treatment facilities as well as the state-certified laboratory and water quality permit compliance section. Staff operates a reclaimed water treatment facility, a treatment facility to treat recovered Colorado River water, and two groundwater remediation facilities for treating and disinfecting potable water supplies. Staff ensures all potable water delivered to customers meets all applicable drinking water standards.

→ Treatment Plant Superintendent with the City of Kansas City, MO - Managed a staff of 36 treatment plant operators and 6 shift supervisors performing various activities at the water treatment facility. These activities included chemical treatment and finished water distribution by use of a SCADA system. Prepared requisitions and specifications. Coordinated with contractors and consulting engineers. Prepared and managed section budget. Updated Standard Operating Procedures for the water treatment facility. Reviewed daily laboratory analysis and correlated results with treatment parameters and cost. Analyzed chemical and process efficiency. Advised, recommended, and implemented needed changes. Human resource management activities included associate motivation, grievances and necessary disciplinary actions. Attended seminars and training classes; remained aware of current standards, innovative ideas and methods of water treatment, associate management and other related subjects.

Jeff B. Biggs

Awards

Water For People, Kenneth J. Miller Award – 2010

AWWA Life Member Award – 2011

State of AZ AWPA Outstanding Public Works, Employee Award – 2016

WateReuse Arizona's Person of the Year Award – 2022

Potable Reuse Roadmap, WEF Leadership Award – 2016

Other Accomplishments

Open for Quote

Council-Regular Meeting **A1**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 17, 2025

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
Goal: Support Initiatives that enhance the quality of Marana neighborhoods.
Strategy: Accept the U.S. Department of Housing and Urban Development's invitation to become a metropolitan city and operate our own Community Block Grant Program.

Subject: PUBLIC HEARING: Resolution No. 2025-066: Relating to Community and Neighborhood Services; approving and adopting the Town of Marana Plan Year 2025 Annual Action Plan for the Town of Marana Community Development Block Grant Program and authorizing the Town Manager to transmit the Annual Action Plan document to the United States Department of Housing and Urban Development (Lisa Shafer)

Discussion:

On May 2, 2023, the Town Council adopted Resolution No. 2023-039 approving the Town's first Five-Year Consolidated Plan for 2023-2027, the Plan Year (PY) 2023 Annual Action Plan (AAP) and the Town of Marana Assessment to Fair Housing Report. These planning documents were transferred to the United States Department of Housing and Urban Development (HUD). These planning documents describe needs, resources, goals, strategies, and objectives to assist Marana's low- and moderate-income (LMI) people, households, and neighborhoods as defined by HUD. The majority of the plan was a HUD-required analysis of the existing conditions impacting LMI residents in the town. This analysis informs the development of the priority categories and activities proposed for CDBG funding. The Town's first of five years of our CDBG program began on July 1, 2023. As we prepare to conclude our second full year of the program, we must first complete our third year AAP for PY 2025

and submit to HUD's Integrated Disbursement and Information System (IDIS) database by July 1, 2025. The Town's allocation for the upcoming planning year will be $207,209, a decrease of $2,974 from last year's allocation. The PY 2025 AAP will also include any unused CDBG funds from PY 2023 and PY 2024 AAP.

To begin the PY 2025 AAP, staff followed the Council-approved CDBG Citizen Participation Plan which outlined how public feedback would be collected during the development of the AAP. Staff held two community meetings prior to the creation of the AAP to gather information from the public on how they thought our funds should be allocated. The draft PY 2025 AAP was posted on the Town's website for a 30-day public comment period on March 17, 2025. During the 30-day comment period, staff held two noticed public hearings to answer questions and take public comment. The 30-day comment period ended on April 17, 2025 and no comments were received from the public on the draft documents. The two prior public hearings were properly noticed on February 28, 2025 and the current public hearing was properly noticed on June 2, 2025.

All funds must be used to assist Marana's LMI residents, and meet one or more of the following HUD objectives:

- Benefit LMI persons,
- Aid in the prevention or elimination of slums and/or blight, or
- Meet a need having a particular urgency (referred to as urgent need).

The AAP for PY 2025 determines how the Town spends the year two HUD allocation of $207,209. We have chosen to continue offering the programs we currently provide, which are Home Rehabilitation and Utility Assistance (Public Services). A breakdown of the $207,209 year-three funding is as follows:

- Home Rehabilitation: $134,687
- Public Services: $31,081
- Program Administration: $41,441

Financial Impact:

Fiscal Year:	2025/2026
Budgeted Y/N:	Y
Amount:	$207,209

Once adopted, Annual Action Plan will govern how CDBG grant revenue can be expended. CDBG funds do not require a match from the Town.

Staff Recommendation:

Staff recommends approval of the PY 2025 Annual Action Plan.

Suggested Motion:

I move to adopt Resolution 2025-066; approving and adopting the Town of Marana Plan Year 2025 Annual Action Plan for the Town of Marana Community Development Block Grant Program and authorizing the Town Manager to transmit the Annual Action Plan document to the United States Department of Housing and Urban Development.

Attachments

Resolution No. 2025-066

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-066

RELATING TO COMMUNITY AND NEIGHBORHOOD SERVICES; APPROVING AND ADOPTING THE TOWN OF MARANA PLAN YEAR 2025 ANNUAL ACTION PLAN FOR THE TOWN OF MARANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZING THE TOWN MANAGER TO TRANSMIT THE ANNUAL ACTION PLAN DOCUMENT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS the Town of Marana recognizes the need to provide safe, affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS, on May 2, 2023, the Town Council adopted Resolution No. 2023-039, approving the Town of Marana Five-Year Consolidated Plan for 2023-2027, including the 2023 Annual Action Plan (AAP), and the Town of Marana Assessment to Fair Housing Report for the Town of Marana CDBG Program and authorized transfer of the documents to the United States Department of Housing and Urban Development (HUD); and

WHEREAS on June 4, 2024 the Town Council adopted Resolution No. 2024-058, approving the 2024 AAP and transfer of documents to HUD; and

WHEREAS the Town must now submit its Plan Year 2025 AAP to HUD; and

WHEREAS the Town Council finds that adoption of the 2025 AAP as set forth in this resolution is in the best interests of the Town and its residents.

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

SECTION 1. The Plan Year 2025 AAP for the Town's CDBG program, in substantially the form as attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Town Manager is hereby authorized to transmit the Plan Year 2025 AAP to HUD for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of June, 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA

ANNUAL ACTION PLAN 2025

DRAFT

Questions related to this report can be sent to:
Community & Neighborhood Services
Town of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653
(520) 382-1926
Email: cbyler@maranaaz.gov

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Town of Marana 2025-2026 Action Plan details the available resources and activities that will utilize Community Development Block Grant (CDBG) funds received from the U.S. Department of Housing and Urban Development (HUD).

Marana's Annual Action Plan will outline the objectives, goals, and projected outcomes to be carried out utilizing CDBG funds during the third year of the Five-Year Consolidated Plan. Priorities presented in the third year Annual Action Plan were developed during the public process of creating the Five-Year Consolidated Plan and represent any input from the residents during the development of this year's plan.

Marana's estimated allocation is $207,209 in CDBG funds. All funds must be used to assist Marana's low to moderate income residents, and meet one or more of the following HUD objectives:

- Benefit low and moderate income (LMI) persons,
- Aid in the prevention or elimination of slums and/or blight; or
- Meet a need having a particular urgency (referred to as urgent need)

2. Summarize the objectives and outcomes identified in the Plan

The Town of Marana will allocate funding to meet the goals and objectives outlined in the Consolidated Plan. In Program Year 2025, projects will invest entitlement funds to continue supporting the following:

1. Housing Rehabilitation

2. Homeless Prevention

3. Public Services

4. Planning & Administration

3. Evaluation of past performance

Marana is a new entitlement community, currently in its second year of entitlement. The Town previously received CDBG funds through Pima County. Much of the first year's focus was getting the program set up and established. The second year has been our first full year of offering our programs and we have successfully assisted over 44 residents with housing rehab and utility assistance.

4. Summary of Citizen Participation Process and consultation process

Citizen participation plays an integral role throughout the planning and development of the Annual Action Plan. Participation of its Citizens in the process is desired to ensure the Town is utilizing the resources towards projects that its residents have identified as a high priority. Additionally, effective citizen participation helps to better inform the public, identify hidden community needs, bring forward citizen ideas, and generate involvement and commitment to proposed solutions.

The Town of Marana held two Community Meetings prior to the development of the draft Annual Action Plan. One was held virtually at 11:00am on February 11, 2025 and the second was held in person at 5:30pm on the same day. The intent was to present the public with an overview of the programs funded during PY 2024 and to allow the public an opportunity to provide their insights on community needs and potential projects. We had public attendance at both meetings.

There was a 30-day comment period from March 17, 2025 to April 17, 2025. During that time, the Town conducted two in-person public hearings; one on March 25, 2025 at 5:30pm and the other on April 1, 2025 at 12:00pm. The public comment period and public hearings were announced through an advertisement in The Daily Territorial, posted on the Town's website and social media, and posted in public locations such as Town Hall. The public hearing notice included the meeting location, date, time, key staff contacts, topics to be considered, and the beginning and ending dates of the public comment period. The notice also included information for citizens requesting reasonable accommodations for a disability. In addition to commenting at the public hearing, citizens were invited to submit written comments to the Community and Neighborhood Services Department by mail, phone, or email.

Final approval by the Town of Marana Council was held on June 17, 2025.

5. Summary of public comments

No public comments were submitted.

6. Summary of comments or views not accepted and the reasons for not acceptingthem

N/A

7. Summary

The Town of Marana is committed to allocating funds that serve the needs of low-income residents. Marana will continue to utilize its CDBG appropriations over the next year to address the goals and objectives set forth in the plan. These goals and objectives include, but are not limited to, affordable housing by way of housing rehabilitation and homeless prevention. A majority of CDBG funds will continue to be targeted in the low-income area and neighborhoods of the Town of Marana.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Town of Marana	Community and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The Town of Marana Community and Neighborhood Services Department serves as the lead agency for the CDBG grant.

Consolidated Plan Public Contact Information

Christine Byler, Community Services Coordinator
Community and Neighborhood Services Department
11555 W Civic Center Dr., Marana, AZ 85653
(520) 382-1926
https://maranaaz.gov/cdbg-annual-action-plan

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

During the development of the 2025 Annual Action Plan, The Town of Marana consulted with representatives from multiple community service providers, town departments, advocacy groups, and organizations involved in the development of affordable housing, the creation of job opportunities for low- and moderate-income residents, and/or the provision of services to children, elderly persons, persons with disabilities, persons with mental health and/or substance use disorder, and homeless persons. To facilitate this consultation, the Town solicited feedback through the following methods:

- Detailed email to include comment period dates, invitation to community meetings and public hearings; and a slide show presentation
- Two (2) Community Meetings; and
- Three (3) Public Hearings.

To gather the most in-depth information, the Town consulted with a variety of community service providers, advocacy groups and organizations concerning the housing, community, and economic development needs of the community. Each of the groups or organizations consulted is listed below. The input received from these consultation partners helped establish and inform the objectives and goals described in the Strategic Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(l))

During the development of the 2025 Annual Action Plan, the Town consulted with several organizations that provide housing, health services and other community-focused programs. Outreach included invitations to community meetings and public hearings, as well as a slideshow presentation.

The Town recognizes the importance of continued coordination and alignment during the upcoming five-year Consolidated Plan period with organizations and providers. The Town will continue to look towards these organizations to assist in the implementation of projects using CDBG funds. The *Make Marana 2040 General Plan* describes several of the goals and underlying policies related to public and private coordination of health care and other services, including a specific aim that area medical facilities provide convenient access to health care for residents of all ages and needs through partnerships with Sun Shuttle paratransit services and Marana Health Center, which provides health care and behavioral health services throughout the community.

The Town also collaborates formally with other jurisdictions in Pima County, and with the County itself, on broader coordinated efforts aimed at addressing issues related to poverty, housing, and public health. Town of Marana is represented on the Pima County Affordable Housing Commission, which makes recommendations to Pima County's Board of Supervisors to increase the supply of housing across Pima County that is affordable, sustainable, safe, and promotes individual and community prosperity. CNS also participates in the Prosperity Working Group, convened by Pima County and the City of Tucson in 2022 to research and develop a set of evidence-based policy options to guide long-term efforts to strategically address generational poverty, improve opportunity, and create community wealth, while also tactically addressing the immediate needs of those experiencing poverty.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Pima County's homeless system of care is comprised of a network of public, private, faith-based, for-profit, and nonprofit service providers that utilize several federal, state, and local resources to provide services for persons experiencing homelessness. At an institutional level, Pima County, and underlying municipalities like Marana work with the Tucson Pima Collaboration to End Homelessness (TPCH), the region's Continuum of Care (CoC) in the administration and delivery of CoC services. Town of Marana is an active member of TPCH and participated in the 2024 Point in Time Count.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A. Town of Marana does not receive ESG funds.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Town of Marana - Mayor and Council
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town's Mayor and Council Members provided insights and guidance with regards to overarching Town priorities specific to both housing and non-housing needs.
2	**Agency/Group/Organization**	Town of Marana Community and Neighborhood Services
	Agency/Group/Organization Type	Housing Services-Elderly Persons Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Market Analysis Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Director and staff of the Town's Community and Neighborhood Services Department provided a variety of resources on housing and non-housing services and resources throughout the community, including regional plans.
3	**Agency/Group/Organization**	Town of Marana Development Services
	Agency/Group/Organization Type	Housing Other government - Local Planning organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff have stressed the community need to have more affordable housing in Marana. Unfortunately, only 200 of the current apartments under construction are designated affordable units. The recently completed Community Housing Needs Assessment will help shed light on the true needs of the community.
4	**Agency/Group/Organization**	Town of Marana Town Manager
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Town Manager and Deputy Town Manager were consulted regarding current and proposed Town priorities specific to both housing and non-housing needs. Both the Town Manager and Deputy Town Manager supported continuing to focus on housing rehabilitation and utility assistance to serve the needs of the community.
5	**Agency/Group/Organization**	Town of Marana Senior Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Senior Center to obtain feedback.

6	**Agency/Group/Organization**	Town of Marana Parks and Recreation
	Agency/Group/Organization Type	Services-Children Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Recreation Superintendent and Deputy Director of the Town Parks and Recreation Department provided insights into needs related to regional parks and recreational facilities, including those related to homelessness and use of public facilities.
7	**Agency/Group/Organization**	Town of Marana Code Enforcement
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Chief Code Enforcement/Animal Control Officer provided insights into challenges and needs related to Town code and neighborhood-specific needs, particularly in our low income/colonia neighborhoods.
8	**Agency/Group/Organization**	Tucson Pima Collaboration to End Homelessness
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As a member of the general council of the TPCH, we were given the opportunity to hear about the needs of the greater community through community partners. Some of those community partners include: Interfaith Community Services, Our Family Services, Community Food Bank of Southern Arizona, Pima Council on Aging, and Primavera Foundation.
9	**Agency/Group/Organization**	Marana Food Bank and Resource Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Health Services-Education Services-Employment Food Bank and Resource Center
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Marana Food Bank recently underwent a change in ownership this year. Staff have met with the new food bank and has multiple seats on their advisory board. Understanding the needs of the community will help the food bank offer the most appropriate resources to the community and help the Town know best how to support the mission of the Food Bank Resource Center. A presentation on the CDBG programs was emailed to staff of the Marana Food Bank staff to obtain feedback.

10	**Agency/Group/Organization**	Marana Health Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Health Center to obtain feedback.
11	**Agency/Group/Organization**	Community Christian Church of Marana
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Community Christian Church of Marana to obtain feedback.
12	**Agency/Group/Organization**	Marana Unified School District.
	Agency/Group/Organization Type	Services- Children Services- Education

	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Unified School District to obtain feedback. Staff members attended both community meetings and provided valuable insight.
13	**Agency/Group/Organization**	Pima County Community Development Block Grant Program
	Agency/Group/Organization Type	Housing Other government - County Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Pima County Community Development to obtain feedback.
14	**Agency/Group/Organization**	Town of Marana - Finance
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Deputy Director of the Town of Marana Finance Department was consulted regarding housing and non-housing needs in the Town.

15	**Agency/Group/Organization**	La Paloma Academy
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to the staff of the La Paloma staff to obtain feedback. Staff participated in a community meeting.
16	**Agency/Group/Organization**	Interfaith Community Services
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Interfaith Community Services to obtain feedback.
17	**Agency/Group/Organization**	Pascua Yaqui Tribe
	Agency/Group/Organization Type	Tribal government

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Pascua Yaqui Tribe to obtain feedback.
18	**Agency/Group/Organization**	Adonis HOA
	Agency/Group/Organization Type	Homeowner Association Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Adonis HOA to obtain feedback. HOA president participated in a community meeting.
19	**Agency/Group/Organization**	Town of Marana - Town Clerk
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Town Clerk was consulting regarding housing and non-housing needs in Marana.

20	**Agency/Group/Organization**	Marana Chamber of Commerce
	Agency/Group/Organization Type	Regional organization Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Marana Chamber of Commerce to obtain feedback.
21	**Agency/Group/Organization**	Tucson Electric Power
	Agency/Group/Organization Type	Electric Provider
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of Tucson Electric Power to obtain feedback.
22	**Agency/Group/Organization**	Trico Electric Cooperative
	Agency/Group/Organization Type	Electric Provider
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of Trico Electric Cooperative to obtain feedback.

23	**Agency/Group/Organization**	The Springs Church
	Agency/Group/Organization Type	Civic Leader
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of The Springs Church to obtain feedback.
24	**Agency/Group/Organization**	Alive in Christ Lutheran Church
	Agency/Group/Organization Type	Civic Leader
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation on the CDBG programs was emailed to staff of the Alive in Christ Lutheran Church to obtain feedback.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All Agency Types were consulted during the preparation of the 2025 Annual Action Plan

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Tucson Pima Collaboration to End Homelessness (TPCH)	As part of the Strategic Plan, the Town of Marana has a goal to "Increase access to homeless prevention programs for Low- to moderate-income residents." The TPCH mission is to prevent and end homelessness in Tucson and throughout Pima County. TPCH is the entity that collects data, such as the Housing Inventory Charts (HIC) and Point in Time (PIT) Counts for the county.
Assessment of Fair Housing	Town of Marana	As part of this Consolidated Plan, the Town of Marana developed the Assessment of Fair Housing (AFH). Contributing Factors identified in the AFH for Marana are incorporated into the Consolidated Plan's Strategic Plan.
Make Marana 2040 General Plan	Town of Marana	The goals of the Strategic Plan in this Consolidated Plan are directly responsive to Make Marana 2040 General Plan goals in the areas of Housing, Public Services and Facilities, and Community Preservation, Revitalization, and Redevelopment.
Strategic Plan 5	Town of Marana	The goals of the Strategic Plan in the Consolidated Plan are directly responsive to the Vibrant Community Focus Area and goal to support initiatives that enhance the quality of Marana neighborhoods.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

According to Marana's Citizen Participation Plan, residents and stakeholders are given multiple opportunities to comment on the plan during the plan development. Two community meetings were scheduled for February 11, 2025, to allow the public an opportunity to provide their insights on community needs and potential projects. A 30-day comment period from March 17, 2025 to April 17, 2025 was posted on Marana's website and two public meetings were scheduled on March 25, 2025, and April 1, 2025 to provide opportunities for public comment. The public meetings are posted on social media and Marana's website, noticed through public hearing notices at municipal buildings as well as being advertised in a newspaper with local circulation. Notices provide information about alternative formats and accommodations for disabilities and language barriers. No comments were received during the public comment period.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Town Website Posting	Non-targeted/ broad community Persons with disabilities Minorites Non-English Speaking	N/A	None	N/A	
2	Social Media Posting	Non-targeted/ broad community	N/A	None	N/A	
3	Newspaper Ad	Non-targeted/ broad community Persons with disabilities Minorites Non-English Speaking	N/A	None	N/A	https://thedailyterritorial.column.us/search?activeNotice=VNJ2Id40QB3ypNjmxbpG-0

4	Public Notice	Non-targeted/ broad community Persons with disabilities Minorites Non-English Speaking	N/A	None	N/A	https://www.maranaaz.gov/Council/Public-Notices
5	Community Meetings	Non-targeted/ broad community	None	None	N/A	https://www.maranaaz.gov/cdbg-annual-action-plan
6	Public Hearings	Non-targeted/ broad community			N/A	https://www.maranaaz.gov/cdbg-annual-action-plan

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

During Program Year 2025, the Town anticipates the availability of the following resources by funding type, inclusive of HUD fund program income, prior year(s) and local resources: CDBG -$207,209

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	207,209	0.00	0.00	207,209	417,372	The annual allocation of CDBG funds is subject to Federal appropriations and changes in demographic data used in HUD's formulas for each respective program. An estimated $194,500 from previous program years will be rolled over.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Depending on the financing structure of a given project, it may be advantageous for the Town to use CDBG funds to leverage appropriate state, local, and private resources, including but not limited to those listed below.

State Resources from the Arizona Department of Housing and Economic Security include:

- Low-income Housing Tax Credit financing for developers of affordable rental housing serving households with income below 60% of the area median income.
- HOME funds for housing development.
- Homelessness prevention funding is targeted to preventing eviction and maintaining housing stability.

Local and Private Resources include:

- Outside Agency Program. Funded by the Pima County General Fund, the Outside Agency Program allocates funds to nonprofit agencies that provide overarching services, emergency food and clothing, senior support, services for vulnerable and at-risk children, youth and families, temporary shelter, support services, and homelessness prevention programs.
- Pima County GAP Funding. Pima County allocated $5 million for the purpose of improving housing affordability across the county in FY2024 and FY2025. The County is proposing to continue to allocate additional gap funding for FY2026. In FY2024, Dominium Management Services, LLC received one million dollars in GAP Funding for affordable apartments in Marana.
- Community Services, Employment and Training (CSET) programs. CSET administers workforce investment and other programs to improve the economic and social sustainability of the County. CSET programs develop skilled workers for quality jobs, assist employers to address workforce and recruitment needs, mitigate the impact of layoffs, assist households in financial crisis, and help persons with barriers, such as homelessness and lack of literacy, to transition in the County's economic talent pool.
- MHC Healthcare. MHC Healthcare has 16 health centers and serves over 50,000 patients annually with primary care, dental care, some specialty care, WIC program, and behavioral health. MHC Healthcare has a Sliding Fee Scale (SFS) program for eligible households and takes Medicaid, as well.
- Federal Home Loan Bank resources that support savings for homeownership and provide financing for affordable housing development and preservation.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The Town of Marana is expected to receive an estimated $200,000 of CDBG funding annually from HUD for the next five years.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Infrastructure	2023	2027	Non-Housing Community Development	Townwide	Public Facilities and Infrastructure	CDBG: $0	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 0 Households Assisted
2	Public Services	2023	2027	Non-Housing Community Development	Townwide	Public Services	CDBG: $0	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
3	Affordable Housing	2023	2027	Affordable Housing Non-Housing Community Development	Townwide	Affordable Housing	CDBG: $134,687	Homeowner Housing Rehabilitated: 15 Household Housing Unit
4	Homeless Prevention	2023	2027	Affordable Housing Homeless	Townwide	Homeless Prevention	CDBG: $31,081	Homeless Prevention: 75 Persons Assisted
5	Program Administration	2023	2027	Program Administration	Townwide	Program Administration	CDBG: $41,441	Other: 1 Other

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facilities and Infrastructure
	Goal Description	**Goal:** Enhance the quality and use of the public facilities and infrastructure in Marana. Improve Town public facilities using CDBG funding, including community centers, senior or multi-generational centers, fire stations and other public buildings. Improve Town infrastructure, including sidewalks and street improvements, lighting and flood drainage and water/sewer improvements.
2	**Goal Name**	Public Services
	Goal Description	**Goal:** Improve access to public services for low- to moderate-income residents. Programs funded under this goal are services for low- to moderate-income persons and at-risk populations, including but not limited to youth and senior services.
3	**Goal Name**	Affordable Housing
	Goal Description	**Goal:** Low- to moderate-income residents will have access to safe, decent, and affordable housing. CDBG funding for rehabilitation of housing occupied by LMI owners, including energy-efficient, necessary maintenance and accessibility improvements.
4	**Goal Name**	Homeless Prevention
	Goal Description	Goal: Increase access to homeless prevention programs for Low- to moderate-income residents Increased access to homeless prevention programs will help reduce the risk of homelessness. Programs funded under this goal may include utility assistance and emergency rental assistance.
5	**Goal Name**	Program Administration
	Goal Description	Goal: Efficiently administer and manage program funding and reporting.

Projects

AP-35 Projects – 91.220(d)

Introduction

To address priority needs identified in the Strategic Plan, the Town of Marana will invest its CDBG in projects that develop preserve affordable housing units, develop, or improve public facilities and infrastructure and provide services to low-and moderate-income residents. In addition to addressing the priority needs in the Strategic Plan, the projects in the 2025 Action Plan will further HUD's national goals for the CDBG programs to provide decent housing opportunities, maintain a suitable living environment and expand economic opportunities for low- and moderate-income Marana residents.

Projects

#	Project Name
1	2025 Program Administration
2	Home Rehabilitation
3	Subsistence Payments/Utility Assistance

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Town of Marana is receiving limited CDBG funds from HUD as an entitlement community. Marana is using CDBG money to fund its Housing Rehabilitation and Utility Assistance programs in order to meet the growing need in the community.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	2025 Program Administration
	Target Area	Townwide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $41,441
	Description	Funds will be used for administrative costs to support the administration of HUD Community Planning and Development Programs.
	Target Date	6/30/26
	Estimate the number and type of families that will benefit from the proposed activities	Low to moderate income individuals will benefit from CDBG programs townwide.
	Location Description	Townwide
	Planned Activities	General Program Administration (21A).
2	**Project Name**	Home Rehabilitation
	Target Area	Townwide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $134,687
	Description	Funds will be used to provide home repairs to eligible residents who qualify for the program. Home repairs may include, but are not limited to, roof repairs or replacements, water heater replacements, heating or air conditioner repairs or replacements, and structural repairs.
	Target Date	6/30/26

	Planned Activities	Funding will be used for rehabilitation: single-unit residential (14A) and rehabilitation: energy efficiency improvements (14F). These planned activities will meet at least two of three national objectives: 1) benefits to low- and moderate-income persons, and 2) aid in the prevention or elimination of slums and blight.
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 10 affordable housing units will be renovated and/or updated.
	Location Description	Townwide
3	**Project Name**	Subsistence Payments / Utility Assistance
	Target Area	Townwide
	Goals Supported	Affordable Housing Homeless Prevention
	Needs Addressed	Affordable Housing Homeless Prevention
	Funding	CDBG: $31,081
	Description	Funds will be used to provide utility assistance to prevent shutoff to eligible households.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	75 LMI households receiving direct financial assistance will benefit from this activity.
	Location Description	Townwide
	Planned Activities	Funds will be used for Subsistence Payments (05Q) to create a utility assistance program to help LMI households who are at risk of utility cut-off. The fund activities meet the national objective of benefiting low- to moderate-income persons.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

At present, the Town of Marana is not implementing any official HUD designated and non-HUD designated geographic based priority areas such as investment and reinvestment areas, Empower Zones, or Brownfields. Allocations and program activities are funded townwide in accordance with eligibility and program priorities set through sub-recipient department policies.

Geographic Distribution

Target Area	Percentage of Funds
Townwide	100

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Town's primary method of allocating CDBG dollars is to assist low- to moderate-income and special needs populations. To the extent that specific geographic areas have greater needs than other areas in the town and/or if service and housing organizations are in certain areas, they will receive a larger proportionate share of the funding.

Discussion

All priority needs, goals, and projects are designed to serve the geographic distribution area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Town of Marana has identified that there is a shortage of affordable housing options within the town. The 2023-2027 Consolidated Plan, along with other housing-related studies and initiatives, promotes the need for affordable housing for a variety of households. During PY 2025, the Town will address the shortage by preserving the current affordable housing units that are currently affordable for low- to moderate income households through the home repair programs and assist households with subsistence payments to prevent utility shutoff for eligible households. Households assisted through these programs include homeless, non-homeless, and at-risk populations.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

The Town of Marana is committed to improving the availability of affordable housing options for all residents, especially low to moderate households, in Marana.

AP-60 Public Housing – 91.220(h)

Introduction

Marana does not have any public housing located within its town limits. However, The City of Tucson administers the Pima County Section 8 program, which does include Marana. The City of Tucson Housing Authority's public housing and other affordable rental housing units are administered by property management offices regionalized throughout the city. The property management team at each office is responsible for residential property management activities associated with its assigned projects including property maintenance and modernization work.

Actions planned during the next year to address the needs to public housing

In 2021, the PHA completed a Physical Needs Assessment and received HUD Technical Assistance to develop an Asset Repositioning Plan. The Asset Repositioning Plan will include strategies on modernization, disposition, and purchasing of units in Tucson.

There is currently no public housing in Marana nor any current plans to build public housing in Marana. However, the Town of Marana will work with the City of Tucson HCD if the PHA is interested in building public housing in Marana in the future as the town continues to grow.

If low-income residents in need of affordable housing are identified in Marana, the Town of Marana will provide information about the Pima County Section 8 Program and how to apply to be on the wait list.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The PHA continues to expand the efforts of establishing resident councils across all the AMP offices. Resident councils work in collaboration with PHA staff to support public housing operations and resident quality of life. Public housing residents are also represented on the City of Tucson Commission on Equitable Housing and Development which provides guidance and direction to the City of Tucson HCD and elected officials. The PHA encourages public housing residents to participate in homeownership through the Family Self Sufficiency (FSS) Program. The FSS program provides financial literacy, budgeting, skill development, and supportive services to promote homeownershipreadiness. Participants establish an escrow savings account during participation which can be used for down payment and/or closing costs; and is often supplemented by down payment assistance programs administered by HCD and other homeownership programs.

There are around 8 households in Marana that utilize the Housing Choice Voucher (HCV) program and may participate in the FSS programs. However, participation in the programs are not required.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The City of Tucson and Pima County PHAs are not designated as troubled. Not applicable.

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The key solution to ending homelessness is the stewarding of persons experiencing homelessness through the transition to permanent housing closely aligned with supportive services that ensure housing stability. Marana does not have any direct services for people experiencing homelessness in Marana. Services are primarily located in nearby Tucson.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Tucson Pima Collaboration to End Homelessness (TPCH) is a coalition of community and faith-based organizations, government entities, businesses, and individuals committed to the mission of ending homelessness and addressing the issues related to homelessness in Pima County. The CoC currently coordinates outreach activities through partnerships between the City of Tucson, Pima County, behavioral health entities, and local non-profit outreach programs. These efforts have proven effective in reaching out to unsheltered homeless people. Outreach workers are trained to conduct VI-SPDAT screening in the field and use progressive engagement strategies with unsheltered individuals toward the aim of engaging them in shelter, supportive housing, and/or other available housing subsidies.

The TPCH is the organization in Pima County that conducts the annual Point in Time (PIT) Count. The Town of Marana will collaborate with the TPCH and other local community partners to conduct a PIT Count within Marana to better understand the extent of homelessness within the town's jurisdiction. Once the extent of homelessness is better understood, the Town can work on developing strategies to assess and address an individual's needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Marana does not currently offer emergency shelter and/or transitional housing within its town limits. The nearest shelters are located in Tucson. Pima County uses its ESG funds to support emergency and transition housing for people experiencing homelessness within the county. However, Marana Police Department officials provide information of regional resources to individuals they encounter who may be experiencing homelessness. Until the extent of homelessness is understood within Marana, Marana cannot address the emergency shelter and transition housing needs of homeless persons within its

jurisdiction.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The CoC is the lead organization in Pima County that addresses the needs of homeless persons and helps them make the transition to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining housing and has no reasonable alternatives for obtaining subsequent housing. Homelessness often results from a complex set of circumstances that require people to choose between food, shelter, and other basic needs. Examples of common circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage, or deterioration to housing, and fleeing from family violence.

Individuals and families are able to access homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources in Pima County. The type of services varies by funding source ranging from rent/utility assistance only to a broad range of prevention assistance (transportation, vehicle repair, daycare, etc.) designed to help people remain stably housed. People being discharged from a publicly funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Additionally, families are able to receive assistance from their child(ren)'s school through McKinney-Vento funds providing transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Pima County's Housing First program is a collaborative effort of the Pima County and City of Tucson Criminal Justice systems, the City of Tucson Housing and Community Development Department and Old Pueblo Community Services. The program is designed to coordinate housing and services for people that cycle between shelters, hospitals, jails, treatment programs, and the streets and may be overlooked by traditional approaches. The program accepts referrals from the collaborating organizations and provides employment services, parenting/coaching life skills, health and behavioral health services, substance use

treatment, and case management services. The program addresses the underlying systemic problems that result from criminalization of homelessness, arrests and rearrests for minor infractions, and other barriers that limit access to housing and increase the likelihood of recidivism.

The Town of Marana has allocated some of its CDBG dollars to continue its utility assistance program to help LMI households who are at risk of utility shutoff pay their utility bills. This program is the first step in helping prevent homelessness in the community. As the program grows and more money to fund the initiative grows, the Town hopes to expand to rental and/or mortgage payment assistance as well.

Discussion

As a newly established entitlement community, Marana will work to improve its resources and services for people experiencing homelessness within its town limits. The town currently has limited services to help people currently experiencing homelessness, but there are many services and resources located in Tucson and Pima County that Marana residents can access.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

As part of the Consolidated Plan process, an Assessment of Fair Housing was conducted for Marana. The Assessment for Fair Housing (AFH) is a review of barriers that prevent people from choosing their preferred housing, including an assessment of the availability of affordable, accessible housing. MA-40 of the Consolidated Plan also addresses barriers to affordable housing. The primary barriers to affordable housing identified in the AFH and MA-40 are summarized below.

Housing Costs and Cost Burden. With a median household income of $94,983, Marana is a relatively affluent community compared to other towns in Southern Arizona. Despite a higher median household income, 2,564 households (23.3%) in Marana are considered cost burdened by spending more than 30% of their income on housing costs. Households that are considered cost burdened are more likely to experience housing instability.

Development Costs. The cost of developing affordable housing, inclusive of land, material, and labor costs, has outpaced inflation in recent years. Development fees, often referred to as impact fees, also contribute to the increased cost of development and are gaining more attention as a barrier to construction. However, the Town does have a program, “Marana Affordable Housing Support Program,” for Impact Fee assistance for those earning at or below 80% AMI.

Zoning. The Town has flexible zoning policies that allow for a variety of development options. However, developers tend to develop subdivisions that are similar to what has been successful in prior years. In the past few years, the Town has seen some new development of apartments and rental homes.

Education and Outreach. Educational opportunities regarding fair housing and affordable housing are not widely available in Marana. While the community survey revealed that many residents were familiar with Fair Housing laws, there is likely a large population of residents who don't understand their rights. Thus, fair housing and affordable housing education has been identified as an effective strategy for furthering fair housing and mitigating "Not in my backyard (NIMBYism)." The Town of Marana has developed Fair Housing educational tools available on the town website and within the Community & neighborhood Services Department.

Housing Options for At-Risk Populations. Housing that is accessible for special populations, such as seniors or persons with seen or unseen disabilities, is limited in Marana. Universal design principles in new development and retrofit programs for existing housing would allow for more accessible housing options allowing people to age in place and remain safely in their homes.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Town of Marana has identified four Fair Housing Goals to address over the next five years.

1. Increase the number of affordable housing units and preserve existing units
2. Increase community education about affordable housing
3. Increase understanding of housing discrimination and Fair Housing
4. Develop fair housing monitoring and reporting policies in Marana

Discussion:

As part of the 2023-2027 Consolidated Plan, the Town will implement the goals and supported strategies identified in the 2023 Assessment of Fair Housing to continue to affirmatively further fair housing in Marana.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses Marana's efforts to address underserved needs, expand and preserve affordable housing, reduce lead-based paint hazards, develop institutional structure for delivering housing and community development activities, and address identified impediments to fair housing choice.

Actions planned to address obstacles to meeting underserved needs

In prior years, the Town of Marana received CDBG funding through Pima County. The Town used the limited funds for Colonia cleanup and home repair program for eligible households. With more funding,

the Town of Marana would like to develop strategies to prevent homelessness in addition to expanding their current home repair and Neighborhood cleanup programs.

Actions planned to foster and maintain affordable housing

The Town of Marana only receives CDBG funding as an entitlement community making affordable housing development a challenge without HOME or other funding. However, the Town of Marana recognizes that affordable housing is one of the biggest needs in the community. The Town can preserve its limited affordable housing stock through its home repair program to help keep LMI households in safe and affordable housing.

Additionally, the Town will continue to review its planning and zoning policies to ensure that affordable housing and housing type diversity is present in the town as it continues to grow. The Town does not currently have any affordable housing development requirements. Town staff will also continue to serve on the Pima County Regional Affordable Housing Commission and the Prosperity Working Group.

Actions planned to reduce lead-based paint hazards

To reduce lead-based paint hazards, the Town of Marana takes the following actions:

- Include lead testing and abatement procedures, if necessary, for residential rehabilitation activities for units built prior to January 1, 1978.
- Educate residents on the health hazards of lead-based paint using brochures as well as encouraging the use of online resources moving forward.
- Encourage screening children for elevated blood-lead levels.
- Disseminate brochures about lead hazards through the Town's residential rehabilitation programs.

HUD requires the dissemination of brochures provided by the U.S. Environmental Protection Agency to all applicants as part of the transmittal of the program application. Units receiving CDBG or HOME assistance that were built prior to January 1, 1978, are addressed in accordance with the Lead-Safe Housing Rule. If testing is required and lead-based paint is present, appropriate abatement procedures are implemented as part of the rehabilitation contract consistent with the requirements of 24 CFR Part 35.

Actions planned to reduce the number of poverty-level families

In an effort to meaningfully address families living in poverty, the goals of the 2023-2027 Consolidated Plan are aligned to support activities that provide access to affordable housing, prevent homelessness, and improve the quality of life for Marana residents.

The Town will, therefore, prioritize funding for activities that will most effectively address those goals over the next five years. This strategy will use CDBG funds to help individuals and families rise out of

poverty through programs that implement accessibility to affordable, safe, and stable housing, in order to reach long-term self-sufficiency.

The Program Year 2025 Action Plan will address the most pressing need among low and moderate-income Marana residents, namely, housing safety and quality and housing instability. All other investments, including those directed toward public service programs, and infrastructure improvements are intended to promote self-sufficiency and mobility that can only be the outgrowth of a safe, affordable, stable, and accessible living environment.

Additionally, the Town provides referrals to other resources and services offered by local community service providers and Pima County.

Actions planned to develop institutional structure

The institutional structure identified in the Consolidated Plan (see SP-40) includes a formal and informal network of various agencies of local government, non-profit organizations, and private entities involved in carrying out a range of housing and supportive services programs.

As a new entitlement community, Marana is identifying and building its network of community service providers and others in Marana and Pima County. Town staff participate in the Pima County Regional Affordable Housing Commission and the Prosperity Working Group and will investigate other opportunities to serve on relevant committees and working groups that serve the greater needs of Marana residents.

Actions planned to enhance coordination between public and private housing and social service agencies

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. Consistent with this approach, the Town of Marana supports the efforts of Tucson Pima Collaboration to End Homelessness, the region's lead agency for the Continuum of Care (CoC), and its member organizations that address homelessness throughout Pima County. To help prevent homelessness more locally in Marana, the Town will allocate a percentage of CDBG to fund subsistence assistance programs. The Town will also welcome opportunities to partner or collaborate with any public or private housing and social service agencies in Marana on programs and projects that enhance the coordination between services.

Discussion:

With limited affordable housing within Marana and a rise in housing costs, the Town continues to dedicate funds to help address the housing and non-housing needs of at-risk and low- to moderate-income households. Recently the Safford Apartments were built in Marana by a private developer using the Low-Income Housing Tax Credit Program (LIHTC). They were also recipients of

the Pima County GAP Funding for new affordable housing units. The 200 new affordable units are currently open for leasing and are anticipated to be ready for move-in in summer of 2025.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In the implementation of programs and activities under the PY 2025 Action Plan, the Town of Marana will follow all HUD regulations concerning the use of program income, forms of investment, overall low and moderate-income benefit for the CDBG program.

Marana certifies that it will pursue all resources indicated in this Plan and will not willingly or knowingly hinder the implementation of any planned activities. This document is also located on the Department's website.

Grant-specific CDBG requirements are addressed on the following pages.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Council-Regular Meeting **A2**

Meeting Date: 06/17/2025

To: Mayor and Council

From: David Spurlock, Chief Building Official

Date: June 17, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2025.013: Relating to Building Safety; adopting by reference the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Plumbing Code (IPC), the 2024 International Residential Code (IRC), the 2024 International Mechanical Code (IMC), the 2024 International Property Maintenance Code (IPMC), the 2023 National Electrical Code (NEC), the 2024 International Fire Code (IFC), the 2024 International Fuel Gas Code (IFGC), and the 2024 International Swimming Pool and Spa Code (ISPSC); adopting local amendments to the foregoing codes; amending Marana Town Code Title 7 (Building) by revising Section 7-1-2 (Building codes adopted); and designating an effective date (David Spurlock)

Resolution No. 2025-067: Relating to Building Safety; declaring the 2024 International Building Code (IBC), the 2024 International Existing Building Code (IEBC), the 2024 International Plumbing Code (IPC), the 2024 International Residential Code (IRC), the 2024 International Mechanical Code (IMC), the 2024 International Property Maintenance Code (IPMC), the 2023 National Electrical Code (NEC), the 2024 International Fire Code (IFC), the 2024 International Fuel Gas Code (IFGC), and the 2024 International Swimming Pool and Spa Code (ISPSC) and the local amendments to the foregoing codes adopted by Marana Ordinance No. 2025.013 as public records filed with the Town Clerk (David Spurlock)

Discussion:

On April 16, 2019, the Town Council adopted Ordinance 2019.011 adopting by reference the following building codes with local amendments: the 2018 International Building Code (IBC), the 2018 International Plumbing Code (IPC), the 2018 International Mechanical Code (IMC), the 2018 International Residential Code (IRC), the 2018 International Property Maintenance Code (IPMC), the 2018 International Energy Conservation Code (IECC), the 2018 International Fire Code (IFC), the 2018 International Fuel Gas Code (IFGC), and the 2017 National Electric Code (NEC).

This ordinance proposes adoption of the 2024 building codes. This ordinance also amends Section 7-1-2 of Marana Town Code to incorporate the adoption of these codes. At this time, Town staff does not recommend adoption of a new International Energy Conservation Code (IECC) and instead recommends continued use of the 2018 IECC).

Exhibits A through J to the resolution adopt local amendments to the 2024 building codes. The resolution makes the 2024 building codes with local amendments a public record.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2025.013 and Resolution No. 2025-067, adopting the 2024 building codes with local amendments and making them a public record.

Suggested Motion:

I move to adopt Ordinance No. 2025.013 and Resolution No. 2025-067, adopting the 2024 building codes with local amendments and making them public records.

Attachments

Ordinance No. 2025.013
Resolution No. 2025-067
Exhibit A to Resolution
Exhibit B to Resolution
Exhibit C to Resolution
Exhibit D to Resolution
Exhibit E to Resolution
Exhibit F to Resolution
Exhibit G to Resolution
Exhibit H to Resolution
Exhibit I to Resolution
Exhibit J to Resolution

MARANA ORDINANCE NO. 2025.013

RELATING TO BUILDING SAFETY; ADOPTING BY REFERENCE THE 2024 INTERNATIONAL BUILDING CODE (IBC), THE 2024 INTERNATIONAL EXISTING BUILDING CODE (IEBC), THE 2024 INTERNATIONAL PLUMBING CODE (IPC), THE 2024 INTERNATIONAL RESIDENTIAL CODE (IRC), THE 2024 INTERNATIONAL MECHANICAL CODE (IMC), THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), THE 2023 NATIONAL ELECTRICAL CODE (NEC), THE 2024 INTERNATIONAL FIRE CODE (IFC), THE 2024 INTERNATIONAL FUEL GAS CODE (IFGC), AND THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC); ADOPTING LOCAL AMENDMENTS TO THE FOREGOING CODES; AMENDING MARANA TOWN CODE TITLE 7 (BUILDING) BY REVISING SECTION 7-1-2 (BUILDING CODES ADOPTED); AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town is authorized by A.R.S. § 9-467 to require building permits and A.R.S. § 9-499 to regulate property maintenance; and

WHEREAS the Town is authorized by A.R.S. § 9-802 to adopt codes and public records by reference; and

WHEREAS the Town Council finds that the building codes established by this ordinance are necessary for the public health, safety and general welfare of the Town of Marana.

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

SECTION 1. The following building codes and local amendments, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, which were made a public record by Resolution No. 2025-067 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here:

A. The 2024 International Building Code (IBC) and the local amendments to it.

B. The 2024 International Existing Building Code (IEBC) and the local amendments to it.

C. The 2024 International Plumbing Code (IPC) and the local amendments to it.

D. The 2024 International Residential Code (IRC) and the local amendments to it.

E. The 2024 International Mechanical Code (IMC) and the local amendments to it.

F. The 2024 International Property Maintenance Code (IPMC) and the local amendments to it.

G. The 2023 National Electrical Code (NEC) and the local amendments to it.

H. The 2024 International Fire Code (IFC) and the local amendments to it.

I. The 2024 International Fuel Gas Code (IFGC) and the local amendments to it.

J. The 2024 International Swimming Pool and Spa Code (ISPSC) and the local amendments to it.

SECTION 2. The following penalty clauses are including in the building codes and local amendments adopted pursuant to this ordinance.

A. The 2024 international building code (IBC) with local amendments contains the following penalty clauses:

Section 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 115.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

B. The 2024 International Existing Building Code (IEBC) with local amendments contains the following penalty clauses:

Section 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 115.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

C. The 2024 International Plumbing Code (IPC) with local amendments contains the following penalty clauses:

Section 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 115.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

D. The 2024 International Residential Code (IRC) and the local amendments contains the following penalty clauses:

Section 113.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 114.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

E. The 2024 International Mechanical Code (IMC) with local amendments contains the following penalty clauses:

Section 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 115.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

F. The 2024 International Property Maintenance Code (IPMC) with local amendments contains the following penalty clauses:

Section 108.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

Section 109.8 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner, owner's authorized agent or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

G. The 2024 International Fire Code (IFC) with local amendments contain the following penalty clauses:

Section 113.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a

building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section R114.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

H. The 2024 International Fuel Gas Code (IFGC) with local amendments contain the following penalty clauses:

Section 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 115.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

I. The 2024 International Swimming Pool and Spa Code (ISPSC) with local amendments contain the following penalty clauses:

Section 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5.

Section 115.4 Failure to comply

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as set forth in Marana Town Code Title 7, section 7-1-5.

SECTION 3. Marana Town Code Title 7 (Building) Section 7-1-2 (Building codes adopted) is hereby revised as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

7-1-2 Building codes adopted

A. The Marana building code consists of the following code documents incorporated by this reference in this title, all of which are on file with the town clerk's office:

1. The 20~~18~~24 international building code, with local amendments.
2. The 20~~18~~24 international existing building code, with local amendments.
3. The 20~~18~~24 international plumbing code, with local amendments.
4. The 20~~18~~24 international residential code, with local amendments.
5. The 20~~18~~24 international mechanical code, with local amendments.
6. The 20~~18~~24 international property maintenance code, with local amendments.
7. The 2018 international energy conservation code, with local amendments.
8. The 20~~17~~23 national electrical code, with local amendments.
9. The 20~~18~~24 international fire code, with local amendments.
10. The 20~~18~~24 international fuel gas code, with local amendments.
11. The 20~~18~~24 international swimming pool and spa code, with local amendments.

B. The Marana building code adopts by reference the 2021 Town of Marana outdoor lighting code, which is on file with the town clerk's office.

SECTION 4. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 5. For a six-month period after the effective date of this ordinance, the Marana Building Official is expressly given discretion and authority to allow projects already under design when this ordinance becomes effective to be reviewed based on the codes in effect immediately prior to the effective date of this ordinance.

SECTION 6. 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 7. 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 8. This ordinance shall become effective on the thirty-first day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 17th day of June 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

MARANA RESOLUTION NO. 2025-067

RELATING TO BUILDING SAFETY; DECLARING THE 2024 INTERNATIONAL BUILDING CODE (IBC), THE 2024 INTERNATIONAL EXISTING BUILDING CODE (IEBC), THE 2024 INTERNATIONAL PLUMBING CODE (IPC), THE 2024 INTERNATIONAL RESIDENTIAL CODE (IRC), THE 2024 INTERNATIONAL MECHANICAL CODE (IMC), THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC), THE 2023 NATIONAL ELECTRICAL CODE (NEC), THE 2024 INTERNATIONAL FIRE CODE (IFC), THE 2024 INTERNATIONAL FUEL GAS CODE (IFGC), AND THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC) AND THE LOCAL AMENDMENTS TO THE FOREGOING CODES ADOPTED BY MARANA ORDINANCE NO. 2025.013 AS PUBLIC RECORDS

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

SECTION 1. The following codes adopted by Marana Ordinance No. 2025.013, one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be public records and ordered to remain on file with the Town Clerk:

A. The 2024 International Building Code (IBC)

B. The 2024 International Existing Building Code (IEBC)

C. The 2024 International Plumbing Code (IPC)

D. The 2024 International Residential Code (IRC)

E. The 2024 International Mechanical Code (IMC)

F. The 2024 International Property Maintenance Code (IPMC)

G. The 2023 National Electrical Code (NEC)

H. The 2024 International Fire Code (IFC)

I. The 2024 International Fuel Gas Code (IFGC)

J. The 2024 International Swimming Pool and Spa Code (ISPSC)

SECTION 2. The local amendments to the codes described in Section 1, copies of which are attached to and incorporated in this resolution as Exhibits A – J, and one paper copy and one electronic copy of which are on file in the office of the Town Clerk, are hereby declared to be public records and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 17th day of June 2025.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT A TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Building Code

Section 101.1 Title. **REVISE** section by inserting Town of Marana

Section 104.8 Liability. REVISE section by **DELETING** board of appeals and **REPLACING** it with Board of Adjustment

Section 105.1.1 Annual permit. **REVISE** section as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining: Instead of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permit* upon application ~~therefor to any person, firm or corporation regularly employing one or more qualified tradepersons in the building, structure or on the premises owned or operated by the applicant for the *permit*.~~. Subject to the following:

1. The applicant for the registered plant annual permit shall be an architect registered in the State of Arizona and who shall be directly responsible for compliance with this code with respect to all work that would otherwise require a permit.
2. All new applications need to be accompanied by a complete set of plans of the affected areas of construction with the scope of work and operations section clearly outlined. Annual registered plant permits shall not be granted for buildings or facilities not currently operating under a valid certificate of occupancy.
3. Fees for annual permits shall expire on December 31st of each year and will need to be renewed and approved for registered plant status to be maintained.
4. The permit will be suspended if the applicant becomes no longer employed by the registered plant. If this occurs, the plant will need to notify the Building Official and call for immediate inspection on any ongoing work until such time that a replacement registrant is approved by the Building Official.
5. Annual permits may be revoked at any time by the Building Official if the applicant fails to comply with requirements.
6. A summary report of all work done under the registered plant registration shall be prepared by the registered architect, and submitted annually to the Building Official.
7. Work conducted under the registered plant annual permit may be reviewed and inspected by the Building Official while the work is in progress or on an annual basis.
8. The following work is not to be covered within the scope of the annual permit and shall require separate permitting:
    a. Any work creating a different occupancy classification or group for any or all portion of a building.
    b. Any work creating a different building type for all or any portion of a building.
    c. Any work that adds, alters, removes or penetrates required firewalls or barriers, exit courts, exit passageways or horizontal exits.
    d. Any work that provides for the relocation of more than five sprinkler heads.
    e. Any work that modifies load-bearing structures.

Section 105.2 Work exempt from permit (Building), REVISE section as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than ~~120~~ 200 square feet (~~11~~ 18.6 m2).

[Numbers 2-13 remain unchanged]

14. Any work performed by or at the direction of the United States of America or the State of Arizona.
15. Amusement devices or structures located on a site for no more than 30 calendar days.
16. Temporary tents or membrane structures, provided they're in compliance with chapter 31 of the International Fire Code.
17. Re-roofing of existing residential buildings with similar materials regardless of value.

Section 105.2 Work exempt from permit (Electrical). REVISE with following **ADDITIONS** shown with double underlining following paragraph number 3:

[Numbers 1-3 remain unchanged]

4. Power for amusement devices and carnival rides in place on a site for less than (30) calendar days.
5. Repair or replacement of fixed motors and transformers of the same type and rating in the same location.
6. Temporary decorative lighting.
7. Repair or replacement of current-carrying parts of any switch, conductor, control device, or over-current device of the required capacity in the same location.
8. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 volts of energy except lighting devices that must meet the requirements of the lighting code.

Section 105.2 Work exempt from permit (Mechanical). REVISE item number 6 as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

6. Replacement of ~~Portable~~ evaporative coolers with like coolers.

Section 113 BOARD OF APPEALS. DELETE title "Board of Appeals" and **REPLACE** with "Appeals". **DELETE** subsections 113.1 through 113.3 and **REPLACE** with "The means of appeal are set forth in Marana Town Code Title 7, section 7-1-6."

Section 114.4 Violation penalties. REVISE this section by **DELETING** "prescribed by law" and **REPLACING** with "set forth in Marana Town Code Title 7, section 7-1-5."

Section 115.4 Failure to comply. REVISE this section by **DELETING** " established by the authority having jurisdiction" and **REPLACING** with "set forth in Marana Town Code Title 7, section 7-1-5."

Section 202 Definitions. Swimming Pool. REVISE with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

SWIMMING POOL. Any structure intended for swimming, recreational bathing or wading that contains water over ~~24~~ 18 inches (~~610~~ 457mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

Section 308.3.2 Five or fewer persons receiving medical care. DELETE this section in its entirety.

Section 310.4.1 Care facilities within a dwelling. REVISE section by **ADDING** "that are capable of self-preservation" following "Care facilities for five or fewer persons".

EXHIBIT B TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Existing Building Code

Chapter 1 Scope and administration. DELETE Chapter 1 with the exception of Sections 101.2 through 101.4, 116, and 117. (Deleted sections are administered by 2024 IBC, Chapter 1)

EXHIBIT C TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Plumbing Code

Chapter 1 Administration. DELETE Chapter 1 with the exception of Section 111. (Deleted sections are administered by the 2024 IBC, Chapter 1)

Section 305.4.1 Sewer depth. REVISE by **INSERTING** 12 in both blanks that state "NUMBER".

Section 314.2.1 Condensate disposal. REVISE section by **ADDING** the following at the end of the paragraph:

Condensate disposal shall be allowed to terminate as follows:

1. Into an approved fixture tailpiece, funnel drain, waste air gap fitting, floor sink, slop sink, and laundry tray.
2. At or below grade outside the building in an area capable of absorbing the condensate flow without surface drainage.
3. Over roof drains or gutters or downspouts that connect to drainage pipes, provided they terminate at or above grade in an area capable of absorbing the condensate flow without surface drainage.

Section 410.4 Substitution. REVISE section by **ADDING** a sentence to the end of the paragraph as follows: When a single drinking fountain is required, it may be substituted with a *water dispenser*.

Section 903.1 Roof extension. REVISE by **INSERTING** 6 in blank that states "NUMBER".

Section 1003.2 Approval. REVISE section as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

The size, type and location of each interceptor and of each separator shall be designed and installed in accordance with the manufacturer's instructions and the requirements and the construction and design standards of the appropriate jurisdiction(s) providing sewage disposal ~~of this section based on the anticipated conditions of use. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator~~.

EXHIBIT D TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Residential Code

Section R101.1 Title. **REVISE** section by inserting Town of Marana

Section R101.2 Scope. REVISE section as follows with **DELETIONS** shown with ~~strikeouts:~~

Exception: The following shall be permitted to be constructed in accordance with this code where provided with a residential fire sprinkler system complying with Section P2904:

1. Live/work units located in *townhouses* and complying with the requirements of Section 419 of the *International Building Code*.
2. Owner-occupied lodging houses with five or fewer guestrooms.
3. ~~A care facility with five or fewer persons receiving custodial care within a dwelling unit. 4. A care facility with five or fewer persons receiving medical care within a dwelling unit. 5. A care facility for five or fewer persons receiving care that are within a single - family dwelling.~~

Section R101.2.1 Appendices. REVISE section as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

Provisions in the appendices "H" and "P" shall ~~not~~ apply; all others shall not. ~~unless specifically referenced in the adopting ordinance.~~

Section R104.8 Liability. REVISE section by **DELETING** board of appeals and **REPLACING** it with Board of Adjustment

Section R105.2 Work Exempt from Permit (Building). REVISE section as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

7. Prefabricated swimming pools that are less than ~~24~~ 18 inches (~~610~~ 457 mm) deep.

Section R105.2 Work Exempt from Permit (Mechanical). REVISE section as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining:

6. ~~Portable evaporative coolers~~. Replacement of evaporative coolers with like coolers.

ADD new Section R106.6:

Section 106.6 Model plans. When two or more buildings, structures, or systems of regulated equipment are to be built without substantial modifications as defined by the Building Official, an applicant may apply for a model plan permit. This permit shall be charged plan review fees with additional fees for each exterior design elevation. The Building Official shall determine the number and type of accepted revisions/options per model plan. The model plan shall be designed for a specific subdivision(s) and may be used in that subdivision(s) without being

subject to renewal until that subdivision is built out. Models designed to be used in any location allowed by soil condition shall be valid only until the next code change as adopted by the Town.

Section R112 BOARD OF APPEALS. DELETE title "Board of Appeals" and **REPLACE** with "Appeals". **DELETE** subsections 112.1 through 112.3 and **REPLACE** with "The means of appeal are set forth in Marana Town Code Title 7, section 7-1-6."

Section R113.4 Violation penalties. REVISE this section by **DELETING** "prescribed by law" and **REPLACING** with "set forth in Marana Town Code Title 7, section 7-1-5."

Section 114.4 Failure to comply. REVISE this section by **DELETING** " established by the authority having jurisdiction" and **REPLACING** with "set forth in Marana Town Code Title 7, section 7-1-5."

Table R301.2(1) Climatic and Geographic Design Criteria, REVISE to state the following:

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGOR	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic Effects	Special wind region	Windborne debris zone		Weathering	Frost line depth	Termite					
0	115	NO	NO	NO	B	NEGLIGIBLE	0	MODERATE TO HEAVY	32	NO	Contact Marana Flood Plain Management	1500 or less	68

MANUAL J DESIGN CRITERIA

Elevation	Lattitude	Winter Heating	Summer Cooling	Altitude correction factor	Indoor design temperature	Design temperature cooling	Heating temperature difference
Cooling temperature difference	Wind velocity heating	Wind velocity cooling	Coincident wet bulb	Daily range	Winter humidity	Summer humidity	

Section R309 Automatic Fire Sprinkler Systems. **DELETE** section in its entirety.

Section R317.5 Fire Sprinkler Systems. **DELETE** section in its entirety.

Section M1411.3 Condensate disposal. **REVISE** section by **ADDING** the following at the end of the paragraph:

Condensate disposal shall be allowed to terminate as follows:

1. Into an approved fixture tailpiece, funnel drain, waste air gap fitting, floor sink, and laundry way.
2. At or below grade outside the building in an area capable of absorbingthe condensate flow without surface drainage.
3. Over roof drains, gutters, or downspouts that connect to drainage pipes, provided they terminate at or above grade in an area capable of absorbing the condensate flow without surface drainage.

CHAPTER 11 ENERGY EFFICIENCY. **DELETE** chapter in its entirety. And **REPLACE** with "2018 International Energy Conservation Code"

Section P2603.5.1 Sewer depth. Insert [number] as "12" in both locations.

Section P2904.1.1 Required sprinkler locations. **REVISE** section by **DELETING** the first sentence and **REPLACING** with the following: "Sprinklers are not required within dwelling units. This section serves as a guide for voluntary installations or to allow for a Fire -Resistant Construction reduction within section R302."

EXHIBIT E TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Mechanical Code

Chapter 1 Administration. DELETE Chapter 1 with the exception of Section 111. (Deleted sections are administered by the 2024 IBC, Chapter 1)

EXHIBIT F TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Property Maintenance Code

Section 101.1 Title. **REVISE** section by inserting Town of Marana

Section 104.1 Fees. REVISE by adding Town of Marana Fee Schedule

Section 105.7 Liability. REVISE section by **DELETING** board of appeals and **REPLACING** it with Board of Adjustment

Section 106.1 General. REVISE by **DELETING** appeals board and **REPLACING** it with Board of Adjustment

Section 108.4 Failure to comply. REVISE this section by **DELETING** " established by the authority having jurisdiction" and **REPLACING** with "set forth in Marana Town Code Title 7, section 7-1-5."

Section 202 General Definitions. REVISE Cost of Such Demolition or Emergency Repairs by **DELETING** board of appeals and **REPLACING** it with Board of Adjustment.

Section 302.4 Weeds. REVISE by inserting 9 inches in height.

Section 304.14 Insect Screens. REVISE section by **DELETING** "During the period from (date) to (date)" and **CAPITALIZING** "every."

Section 602.3 Heat supply. **REVISE** section by **DELETING** "During the period from (date) to (date) to maintain" and **REPLACING** with "capable of maintaining."

Section 602.4 Occupiable work spaces. **REVISE** section by **DELETING** "During the period from (date) to (date) to maintain" and **REPLACING** with "capable of maintaining."

Town of Marana Amendments to the 2023 National Electrical Code

Article 210.5 Identification for branch circuits. REVISE section by **DELETING** paragraph (C) and **REPLACING** it with the following:

(C) Ungrounded conductors. Branch circuits shall conform to the following color code.

Volts	Phase	System	Phase A	Phase B	Phase C	Grounded Conductor
120/208	3	WYE	Black	Red	Blue	White
277/480	3	WYE	Brown	Orange	Yellow	Grey
120/240	3	DELTA	Black	Orange	Red	White

Exception No. 1: The above color-coding is not required in residential occupancies.

Exception No. 2: Industrial occupancies holding a Registered Plant Permit may use their own coding system. The color coding system must be presented at the time of permit application for the Registered Plant Permit. The registrant must post the color code on the inside on the panel.

Exception No. 3: Additions to an existing electrical system, where an alternate color- coding system exists. The alternate color coding system shall be continued.

EXHIBIT H TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Fire Code

Section 101.1 Title. **REVISE** section by inserting Town of Marana

Section 105.5 Required Operational Permits. REVISE section by **DELETING** language in 105.5 and all subsequent subsections (105.651 through 105.5.57) and **REPLACE** with: "Coordinate with local, responding fire district/department regarding the requirement of operational permits."

Section 112 Means of Appeals. DELETE title "Board of Appeals" and **REPLACE** with "Appeals". **DELETE** subsections 112.1 through 112.4 and **REPLACE** with "The means of appeal are set forth in Marana Town Code Title 7, section 7-1-6."

Section 113.4 Violation penalties. DELETE this section and **REPLACE** with "Violation penalties are set forth in Marana Town Code Title 7, section 7-1-5."

Section 114.4 Failure to Comply. DELETE this section and **REPLACE** with "Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as set forth in Marana Town Code Title 7, section 7-1-5."

Section 307.3 Extinguishment authority. REVISE by **INSERTING "**responding fire district/department or Marana Police Department" after fire code official.

Section 5608.10 Disposal. REVISE by **DELETING** 15 and **REPLACING with** 60.

The following Appendix Requirements are ADOPTED:

APPENDIX B: FIRE FLOW REQUIREMENTS FOR BUILDINGS

APPENDIX C: FIRE HYDRANT LOCATIONS AND DISTRIBUTIONS

APPENDIX D: FIRE APPARATUS ACCESS ROADS

EXHIBIT I TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Fuel Gas Code

Chapter 1 Administration. DELETE Chapter 1 with the exception of Sections 101.2.5 and 111. (Deleted sections are administered by the 2024 IBC, Chapter 1)

EXHIBIT J TO MARANA RESOLUTION No. 2025-067

Town of Marana Amendments to the 2024 International Swimming Pool and Spa Code

Chapter 1 Scope and administration. DELETE Chapter 1 with the exception of Sections 101, 102.7, 111, and 113. (Deleted sections are administered by the 2024 IBC, Chapter 1)

301.1 Scope. REVISE section as follows with **DELETIONS** shown with ~~strikeouts~~: The provisions of this chapter shall govern the general design and construction of ~~public and~~ *residential* pools and spas and related piping, equipment, and materials. ~~Provisions that are unique to a specific type of pool or spa are located in Chapters 4 through 10.~~**Section 301.1.1 Applications of Chapters 4 through 10. REVISE** by **REPLACING** every 4 with a 7.

Section 304 Flood Hazard Areas. REVISE Section by DELETING Section in its entirety and REPLACING with the following: Pools and spas located in flood hazard areas require written authorization by the floodplain jurisdiction.

Section 305.2.1 Barrier height and clearances. REVISE item 1 as follows with **DELETIONS** shown with ~~strikeouts~~ and **ADDITIONS** shown with double underlining: Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 60 ~~48~~ inches (1524 ~~1219~~ mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.

Chapter 4, DELETE in its entirety and reference the **ARIZONA ADMINISTRATIVE CODE, TITLE 18, CHAPTER 5, ARTICLE 2**. as applicable.

Chapter 5, DELETE in its entirety and reference the **ARIZONA ADMINISTRATIVE CODE, TITLE 18, CHAPTER 5, ARTICLE 2**. as applicable.

Chapter 6, DELETE in its entirety and reference the **ARIZONA ADMINISTRATIVE CODE, TITLE 18, CHAPTER 5, ARTICLE 2**. as applicable.

Council-Regular Meeting **A3**

Meeting Date: 06/17/2025

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2025-068: Relating to Airport; approving and authorizing the Mayor to sign the "Third Amendment to First Amended FBO Lease Agreement" with Pima Aviation, Inc. for the exchange of certain Airport parcels in furtherance of the Town's air traffic control tower project (David L. Udall)

Discussion:

The Town and Pima Aviation, Inc. are parties to the First Amended FBO Lease Agreement (the Lease), under which Pima Aviation leases from the Town certain real property located at the Marana Regional Airport (the Airport). Among other things, the Lease, as previously amended, provides that the Town may delete portions of real property from the leased premises for the purpose of utilizing the deleted portion for additional aeronautical and aviation purposes. The Town must use its best efforts to provide, in substitution for the parcel deleted, another parcel of equivalent size and fair rental value located within the Airport. The exchange is effectuated by an amendment to the Lease.

The Airport has been accepted into the Federal Aviation Administration's Federal Contract Tower Program, under which it is eligible for federal assistance in establishing an air traffic control tower on Airport property to provide for the safe and orderly flow of air traffic. In October 2022, a tower siting study was completed and found that "Site 5," which is located on the south side of Runways 3/21 and 12/30 and Taxiways Alpha and Bravo, and which is depicted in the Location Map accompanying these agenda materials as the "Deleted Parcel," was ideal for the air traffic control tower because it is near the Airport's central point in an open, stabilized, and accessible area

that will provide the tower with unobstructed views of all movement areas and the best views of a majority of the most active non-movement areas at the Airport.

In furtherance of the study's recommendation, the Town has negotiated with Pima Aviation to delete the Site 5 parcel of land, consisting of approximately 1.69 acres, from the leased premises in exchange for adding a parcel of land on the east side of the Airport, consisting of approximately 1.69 acres and which is depicted in the Location Map accompanying these agenda materials as the "Added Parcel," to the leased premises. Under the proposed Third Amendment to the Lease, Pima Aviation will be required to construct improvements to the Added Parcel under a timeframe concurrent with the timeframe requirements set forth for the parcel added to the leased premises in the Second Amendment to the Lease. Failure to begin actual construction within the required timeframe will result in the Added Parcel being deleted from the leased premises.

If approved this resolution will authorize the Mayor to sign the Third Amendment to the Lease.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-068.

Suggested Motion:

I move to adopt Resolution No. 2025-068, approving and authorizing the Mayor to sign the "Third Amendment to First Amended FBO Lease Agreement" with Pima Aviation, Inc. for the exchange of certain Airport parcels in furtherance of the Town's air traffic control tower project.

Attachments

Resolution No. 2025-068
Exhibit A to Resolution
Location Map
First Amended FBO Lease Agreement
First Amendment to First Amended FBO Lease Agreement
Second Amendment to First Amended FBO Lease Agreement

MARANA RESOLUTION NO. 2025-068

RELATING TO AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE "THIRD AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT" WITH PIMA AVIATION, INC. FOR THE EXCHANGE OF CERTAIN AIRPORT PARCELS IN FURTHERANCE OF THE TOWN'S AIR TRAFFIC CONTROL TOWER PROJECT

WHEREAS the Town of Marana and Pima Aviation, Inc. are parties to that certain lease agreement entitled, First Amended FBO Lease Agreement (also known as the "FBO Lease") recorded in the office of the Pima County Recorder on December 28, 2001, at Sequence 20012501212, as amended by (1) the First Amendment to the FBO Lease recorded in the office of the Pima County Recorder on June 12, 2018, at Sequence 20181630106 and (2) the Second Amendment to the FBO Lease recorded in the office of the Pima County Recorder on August 9, 2021, at Sequence 20212210213, by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (formerly the Avra Valley Airport), 11700 West Avra Valley Road, Town of Marana; and

WHEREAS the Airport has been accepted into the Federal Aviation Administration's Federal Contract Tower program, in which it is eligible for federal assistance in establishing an air traffic control tower on Airport property to provide for the safe and orderly flow of air traffic; and

WHEREAS in 2022, a tower siting study was completed, in which it was determined that the best location for the air traffic control tower was on a location on Airport property labeled in the report as "Site 5," which is currently located on the Leased premises; and

WHEREAS the FBO Lease provides that the Town may delete a parcel from the Leased premises when needed for additional aeronautical and aviation purposes by using its best efforts to provide Pima Aviation, in substitution for the deleted parcel, with another parcel of equivalent size and fair rental value located within the Airport via an amendment to the FBO Lease; and

WHERAS the Town and Pima Aviation have negotiated a Third Amendment to the FBO Lease, in which "Site 5," consisting of 1.69 acres of land, would be deleted from the Lease premises and a parcel of land consisting of 1.69 acres would be added to the Leased premises on the east side of the Airport and be subject to certain development requirements set forth in the Second Amendment to the FBO Lease; and

WHEREAS the Mayor and Council find this resolution is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the Third Amendment to First Amended FBO Lease Agreement, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the amendment.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THIRD AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT

THIS THIRD AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT (this "Third Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Lessor") and PIMA AVIATION, INC., an Arizona corporation ("Lessee"). Lessor and Lessee are collectively referred to in this Third Amendment as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "First Amended FBO Lease Agreement" made and entered into on September 4, 2001 (the "Lease"), by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (the "Airport") (formerly the Marana Northwest Regional Airport), 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona (the "Premises"). The Lease was recorded in the office of the Recorder of Pima County, Arizona, on December 28, 2001, at Docket 11705, Page 5191 (Sequence 20012501212).

B. Effective June 5, 2018, the Parties entered into the First Amendment to the First Amended FBO Lease Agreement (the "First Amendment") to amend the Lease to revise the description of the Premises that are the subject of the Lease, and to incorporate updated provisions regarding airport rules and regulations and reservations of easements. The First Amendment was recorded in the office of the Recorder of Pima County, Arizona, on June 12, 2018, at Sequence 20181630106.

C. Effective August 5, 2021, the Parties entered into the Second Amendment to the First Amended FBO Lease Agreement (the "Second Amendment") to amend the Lease to address several issues related to a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) project as described in the Second Amendment, which, among other things, included the removal of Lessee's Building 101 from the Premises and the addition of a new five-acre parcel to be included as part of the Premises (the "Five-Acre Parcel"). The Second Amendment was recorded in the office of the Recorder of Pima County, Arizona, on August 9, 2021, at Sequence 20212210213.

D. The Premises consist of: (i) the property described in the legal description and map attached to the First Amendment as Exhibit 1 and incorporated by reference within the Lease, and (ii) the Five-Acre Parcel described in the legal description and map attached to the Second Amendment as Exhibit 1 and incorporated by reference within the Lease.

E. The Airport has been accepted into the FAA's Federal Contract Tower (FCT) program. Under the FCT program, the Airport is eligible for federal assistance in establishing an air traffic control tower (the "Tower") on Airport property to provide for the safe and orderly flow of air traffic.

F. In 2022, a tower siting study entitled the Siting Report – Safety Risk Management Document, New Airport Traffic Control Tower, Marana Regional Airport, Marana, Arizona, dated October 25, 2022 (the "Tower Siting Study") was completed. The Tower Siting Study evaluated several potential Tower sites at the Airport and recommended a location labeled as "Site 5." Site 5 is located on the Premises that are the subject of the Lease, on the south side of Runways 3/21 and 12/30 and Taxiways Alpha and Bravo.

G. Among other things, the Tower Siting Study found that Site 5 is near the Airport's central point in an open, stabilized, and accessible area, and that it will provide the Tower with unobstructed views of all movement areas and the best views of a majority of the most active non-movement areas.

H. Paragraph 1.3.1(a) of the Lease provides that Lessor may require that certain portions of the Premises be deleted from the Premises for the purpose of utilizing the deleted portion for additional aeronautical and aviation purposes, and sets forth the following process:

> In the event that [Lessor] determines that a deletion of a portion of the Premises shall take place whether or not indicated in the current Airport Master Plan, Airport Layout Plan or subsequent amendment thereto, the following shall apply: 1) [Lessor] shall use its best efforts to provide, in substitution for the parcel deleted, another parcel of equivalent size and fair rental value located within the Airport. [...] An amendment to this [Lease], acknowledged by a duly appointed representative of both parties, shall be recorded with the Pima County Recorder. [....]

I. Paragraph 19.5 of the Lease provides that the Lease may not be enlarged, modified or altered except in writing by the Parties.

J. The Parties desire to amend the Lease, as previously amended, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Lease, as previously amended, and this Third Amendment, the Parties agree as follows:

1. Description of Premises. Article 1 ("Description of Premises") paragraph 1.1 ("Premises") of the Lease, as previously amended, is hereby amended, as follows:

a. The description of the Premises that are the subject of the Lease is hereby amended to add a parcel of land consisting of approximately 1.69 acres, as described and depicted in the legal description and map attached to this Third Amendment as Exhibit 1 and incorporated by this reference within the Lease.

b. The description of the Premises that are the subject of the Lease is hereby further amended to delete a parcel of land consisting of approximately 1.69 acres, as described and depicted in the legal description and map attached to this Third Amendment as Exhibit 2 and incorporated by this reference within the Lease.

2. Removal of Land from the Premises. Pursuant to paragraph 1.3.1 of the Lease, the Parties agree as follows:

a. The parcel of land added to the Premises by subparagraph 1(a) above and described and depicted in Exhibit 1 (hereinafter, the "Added Parcel") is of equivalent size and fair rental value as the parcel of land deleted from the Premises by subparagraph 1(b) above and described and depicted in Exhibit 2 (hereinafter, the "Deleted Parcel").

b. The purpose of the deletion of the Deleted Parcel from the Premises is so that the parcel can be used for aeronautical and aviation purposes, specifically, for the Tower site.

3. Construction of Improvements to Added Parcel. Lessee shall proceed with construction of improvements to the Added Parcel added to the Premises by subparagraph 1(a) above as soon as practicable and within a reasonable period of time as required by FAA regulations, advisory circulars and grant assurances, including without limitation, advisory circular 150/5190-6 and grant assurance 23 which prohibit the granting of exclusive rights at federally-funded airports.

a. The required timeframe to begin actual construction of improvements to the Added Parcel shall run concurrently with the required timeframe for the construction of improvements to the Five-Acre Parcel, as set forth in subparagraph 5(a) of the Second Amendment. At the latest, Lessee shall begin actual construction of improvements to the Added Parcel no later than the deadline set forth for the construction of improvements to the Five-Acre Parcel, and shall cause construction to continue day to day thereafter, to completion and acceptance.

b. If Lessee fails to begin actual construction of improvements on the Added Parcel within the period required under subparagraph 3(a) above, Lessor shall notify Lessee in writing that Lessee is in default of the provisions of this paragraph and that the Added Parcel will be deleted from the Premises that are the subject of the Lease unless Lessee cures the default by beginning actual construction of improvements within 30 days of Lessee's receipt of the notice.

4. Effective Date of Third Amendment. This Third Amendment shall be effective as of the signature date of the last Party to sign this Third Amendment ("Effective Date").

5. Recordation. Lessor shall at its expense record this Third Amendment in the office of the Recorder of Pima County, Arizona within ten days of execution of this Third Amendment by all Parties.

6. Other Terms and Provisions. All other terms and provisions of the Lease and its exhibits, as previously amended, not specifically changed by this Third Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease, as previously amended. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this Third Amendment unless otherwise expressly stated.

7. Recitals. The recitals set forth at the beginning of this Third Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

8. Entire Agreement. This Third Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Third Amendment. All prior and contemporaneous

agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Third Amendment.

9. Severability. If any provision of this Third Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Third Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Third Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Third Amendment shall be deemed reformed accordingly.

10. Governing Law. This Third Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Third Amendment shall be brought and maintained in Pima County, Arizona.

11. Interpretation. This Third Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this Third Amendment for purposes of construing any portion of this Third Amendment for or against any Party.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Jon Post, Mayor

Date:_____

LESSEE:

PIMA AVIATION, INC., an Arizona corporation

By:_____
Gary L. Abrams, President

Date: 5/22/25

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

STATE OF ARIZONA ss.

County of PIMA)

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2025, by Gary L. Abrams, President of PIMA AVIATION, INC., an Arizona corporation on behalf of the corporation.

(Seal)

CRYSTAL LEE BREEDING
Notary Public - Arizona
Pima County
Commission # 670484
My Comm. Expires Aug 31, 2028

_____
Notary Public

LIST OF EXHIBITS

Exhibit 1: Legal Description and Map of 1.69-Acre Parcel Added to Premises

Exhibit 2: Legal Description and Map of 1.69-Acre Parcel Deleted from Premises

EXHIBIT 1

RES Land Surveys, Inc.
1910 E. 14th Street
Tucson, AZ. 85719
520-624-1142 Fax 520-320-0210

LEGAL DESCRIPTION: PARCEL B

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN SEQUENCE NUMBER 20212210213 AND LYING IN THE NW 1/4 OF SECTION 10, T 12 S, R 11 E, G&SRM, PIMA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

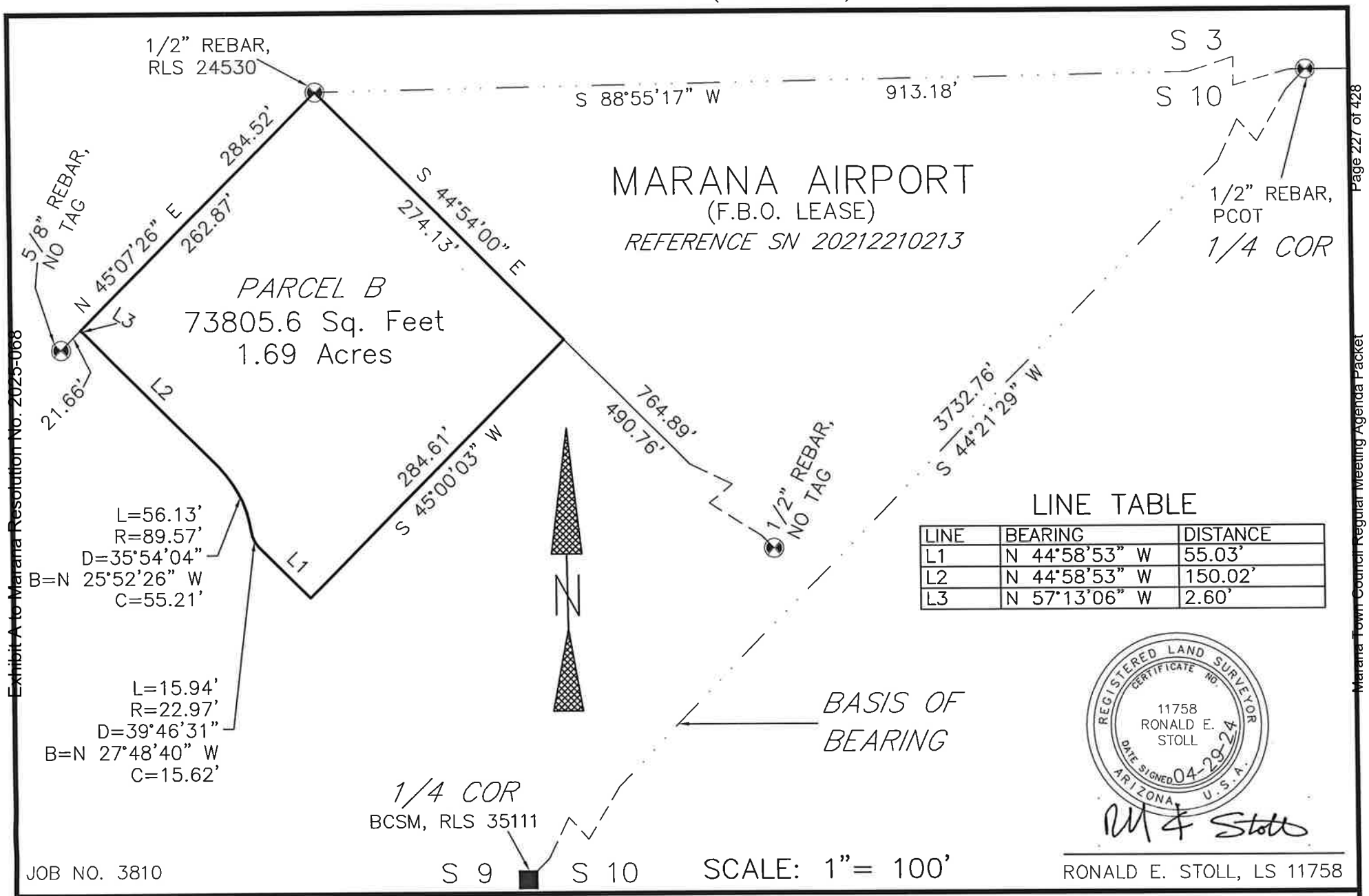
COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 10, FROM WHICH THE S 1/4 OF SAID SECTION 10 BEARS S 44°21'29" W (BASIS OF BEARING), A DISTANCE OF 3732.76 FEET, THENCE S 88°55'17" W, A DISTANCE OF 913.18 FEET, TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL;

THENCE S 44°54'00" E, A DISTANCE OF 274.13 FEET;
THENCE S 45°00'03" W, A DISTANCE OF 284.61 FEET;
THENCE N 44°58'53" W, A DISTANCE OF 55.03 FEET, TO A POINT ON A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 39°46'31", A RADIUS OF 22.97 FEET, A CHORD BEARING OF N 27°48'40" W AND A CHORD DISTANCE OF 15.62 FEET;
THENCE ALONG A CURVE TO THE RIGHT, A DISTANCE OF 15.94, TO A POINT OF REVERSE CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 35°54'04", A RADIUS OF 89.57 FEET, A CHORD BEARING OF
N 25°52'26" W AND A CHORD DISTANCE OF 55.21 FEET;
THENCE ALONG A CURVE TO THE LEFT, A DISTANCE OF 56.13;
THENCE N 44°58'53" W, A DISTANCE OF 150.02 FEET;
THENCE N 57°13'06" W, A DISTANCE OF 2.60 FEET;
THENCE N 45°07'26" E, A DISTANCE OF 262.87 FEET, BACK TO THE TRUE OF BEGINNING FOR THIS PARCEL, SAID PARCEL CONTAINS 73,805.6 SQUARE FEET OR 1.69 ACRES.

SUBJECT TO ANY EASEMENTS OF RECORD.

Ronald E. Stoll, LS 11758





LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°58'53" W	55.03'
L2	N 44°58'53" W	150.02'
L3	N 57°13'06" W	2.60'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
11758
RONALD E.
STOLL
DATE SIGNED 04-29-24
ARIZONA U.S.A.

RONALD E. STOLL, LS 11758

LYING IN THE NW 1/4 OF SECTION 10, T 12 S R 11 E G. & S.R.M. PIMA COUNTY, ARIZONA

PARCEL SURVEY

RES LAND SURVEYS, INC.
1910 E. 14TH STREET
TUCSON, ARIZONA 85719

Exhibit A to Marana Resolution No. 2025-068

Marana Town Council Regular Meeting Agenda Packet
June 17, 2025

EXHIBIT 2

RES Land Surveys, Inc.
1910 E. 14th Street
Tucson, AZ. 85719
520-624-1142 Fax 520-320-0210

LEGAL DESCRIPTION: PARCEL A

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL OF LAND RECORDED IN SEQUENCE NUMBER 20181630106 AND LYING IN THE NE ¼ OF SECTION 9 AND THE NW 1/4 OF SECTION 10, T 12 S, R 11 E, G&SRM, PIMA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

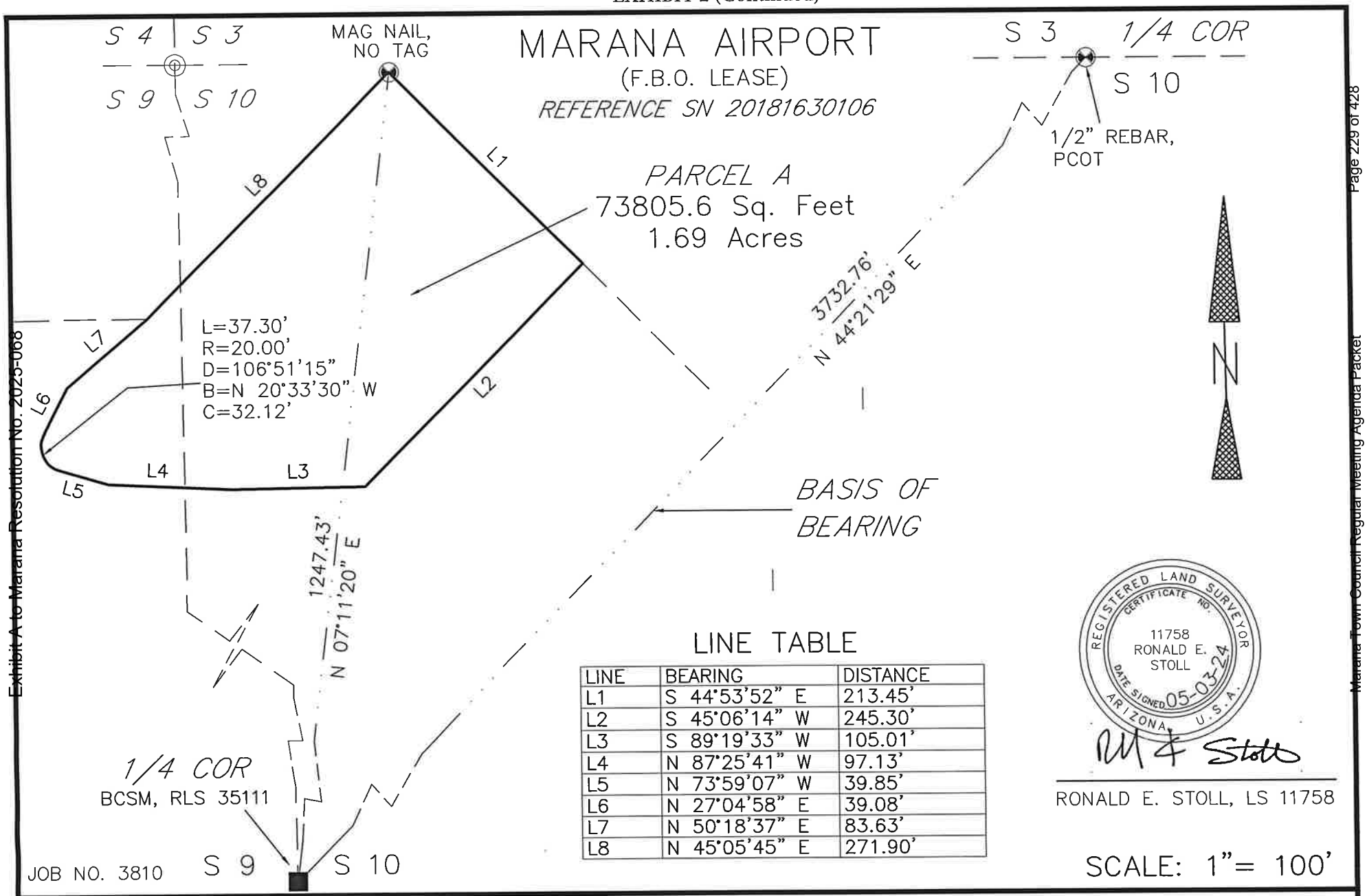
COMMENCING AT THE W 1/4 CORNER OF SAID SECTION 10, FROM WHICH THE N 1/4 OF SAID SECTION 10 BEARS N 44°21'29" E (BASIS OF BEARING), A DISTANCE OF 3732.76 FEET, THENCE N 07°11'20" E, A DISTANCE OF 1247.43 FEET, TO THE TRUE POINT OF BEGINNING FOR THIS PARCEL;

THENCE S 44°53'52" E, A DISTANCE OF 213.45 FEET;
THENCE S 45°06'14" W, A DISTANCE OF 245.30 FEET;
THENCE S 89°19'33" W, A DISTANCE OF 105.01 FEET;
THENCE N 87°25'41" W, A DISTANCE OF 97.13 FEET;
THENCE N 73°59'07" W, A DISTANCE OF 39.85 FEET, TO A POINT ON A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 106°51'15", A RADIUS OF 20.00 FEET, A CHORD BEARING OF N 20°33'30" W AND A CHORD DISTANCE OF 32.12 FEET;
THENCE ALONG A CURVE TO THE RIGHT, A DISTANCE OF 37.30 FEET;
THENCE N 27°04'58" E, A DISTANCE OF 39.08 FEET;
THENCE N 50°18'37" E, A DISTANCE OF 83.63 FEET;
THENCE N 45°05'45" E, A DISTANCE OF 271.90 FEET, BACK TO THE TRUE OF BEGINNING FOR THIS PARCEL, SAID PARCEL CONTAINS 73,805.6 SQUARE FEET OR 1.69 ACRES.

SUBJECT TO ANY EASEMENTS OF RECORD.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
11758
RONALD E.
STOLL
05-03-24
Date Signed
ARIZONA U.S.A.

Ronald E. Stoll, LS 11758



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 44°53'52" E	213.45'
L2	S 45°06'14" W	245.30'
L3	S 89°19'33" W	105.01'
L4	N 87°25'41" W	97.13'
L5	N 73°59'07" W	39.85'
L6	N 27°04'58" E	39.08'
L7	N 50°18'37" E	83.63'
L8	N 45°05'45" E	271.90'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
11758
RONALD E. STOLL
DATE SIGNED 05-03-24
ARIZONA U.S.A.

RONALD E. STOLL, LS 11758

SCALE: 1"= 100'

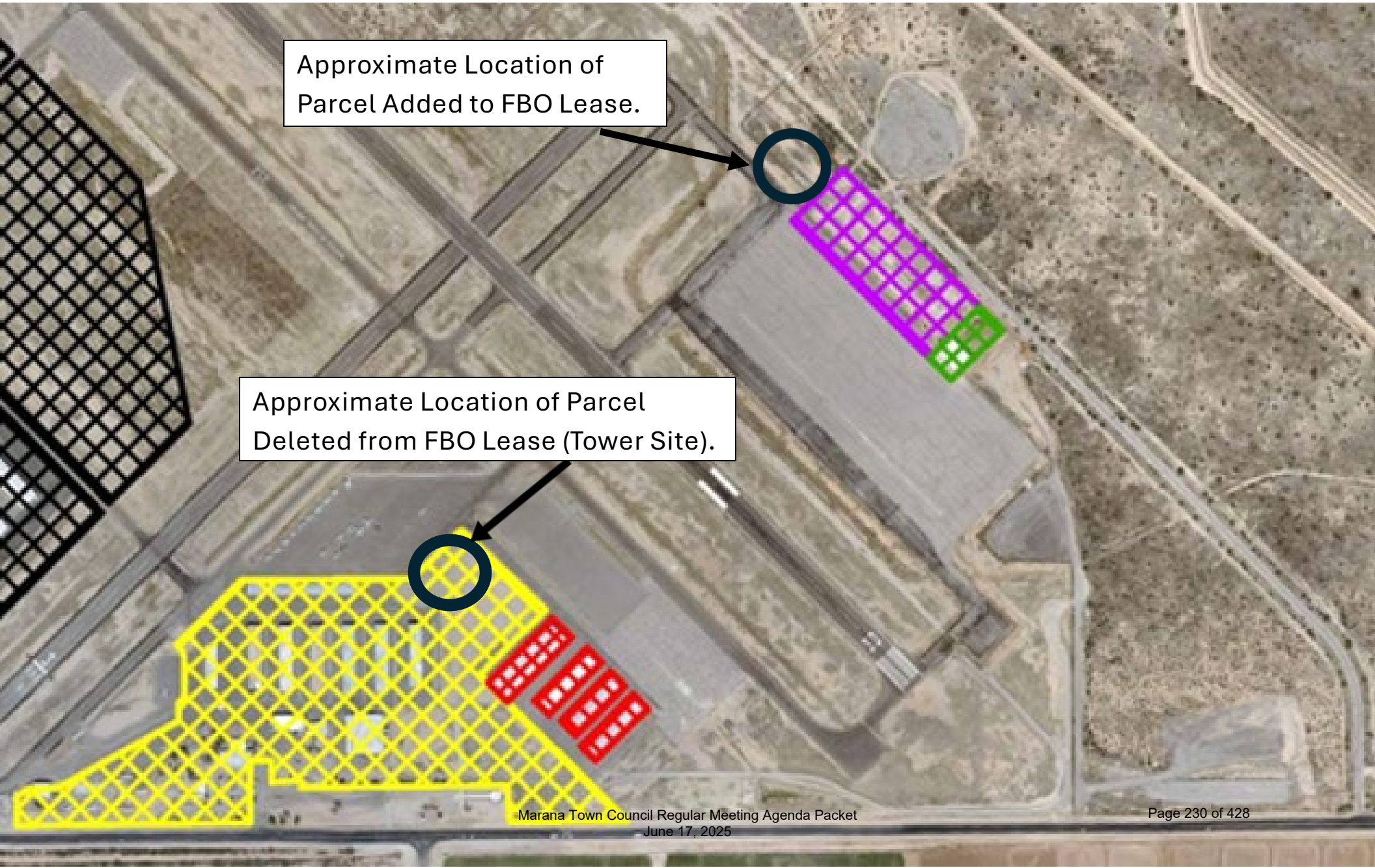
LYING IN SECTIONS 9 & 10, T 12 S R 11 E G. & S.R.M. PIMA COUNTY, ARIZONA

PARCEL SURVEY

RES LAND SURVEYS, INC. 1910 E. 14TH STREET TUCSON, ARIZONA 85719

Exhibit A to Marana Resolution No. 2025-068

Third Amendment to FBO Lease Location Map



F. ANN RODRIGUEZ, RECORDER
RECORDED BY: D_K
DEPUTY RECORDER
7864 ROOC

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

DOCKET: 11705
PAGE: 5191
NO. OF PAGES: 45
SEQUENCE: 20012501212
12/28/2001
ALEASE 17:01

MAIL

AMOUNT PAID $ 28.00

FIRST AMENDED FBO LEASE AGREEMENT

THIS FIRST AMENDED LEASE AGREEMENT (the "Lease" or "Agreement") is made and entered into this 4th day of September, 2001, by and between the TOWN OF MARANA, a municipal corporation ("LESSOR") and PIMA AVIATION, INC., an Arizona corporation ("LESSEE"). LESSOR and LESSEE may be referred to collectively in this Lease as the "parties."

RECITALS

1. In connection with LESSOR acquiring ownership of the airport known as MARANA NORTHWEST REGIONAL AIRPORT (the "Airport"), LESSOR succeeded to the landlord's interest under that certain "Avra Valley Airport Sublease" dated November 2, 1981, by and between PIMA COUNTY, a political subdivision of the State of Arizona, and APEC, INC., d/b/a AVRA VALLEY AVIATION, covering approximately 26 acres (the "FBO Lease"), the sublessee's interest in which was assigned to PIMA AVIATION, INC., an Arizona corporation, by "Assignment of Sublease" dated July 31, 1989 and recorded in Docket 8590, Page 2159, Office of the Pima County Recorder.

2. The parties have agreed that amendment of the FBO Lease is necessary in order to adopt the improved format of more recent leases of Airport property, and to resolve certain discrepancies therein, including adjustment of the boundaries of the leased premises.

3. The parties therefore agree that effective as of the date set forth above, the FBO Lease shall be amended in its entirety to read as follows.

AGREEMENT

In consideration of the mutual agreement of the parties to the terms and conditions set forth below, LESSOR does hereby lease to LESSEE a portion of Airport, as follows:

1 DESCRIPTION OF PREMISES.

1.1 Premises. LESSOR hereby leases to LESSEE a portion of Airport, which portion consists of approximately 34 acres, as set forth on the map attached hereto as Exhibit "A" (the "Premises"). The parties acknowledge that the Premises differ from

those set forth in the FBO Lease, because it is necessary to adjust the boundaries of the Premises to correct the legal description of the boundaries which were previously in error, and to include some additional areas which are appropriate for the uses described in this Agreement. The parties agree that LESSOR shall, at its sole expense, obtain a survey and legal description of the Premises consistent with the map attached as Exhibit "A." Upon completion of the survey, the legal description resulting from that survey shall be approved and signed by the parties hereto and attached hereto as Exhibit "B," and thereafter this Agreement shall be recorded in the offices of the Pima County Recorder at the expense of LESSOR. The original boundary of the Premises was 26.4 acres. To offset the difference between the original 26.4 acreage and the present acreage, by separate agreement the parties shall reduce the number of acres included within the Master Development Lease Agreement, dated June 15, 1999 by and between PIMA COUNTY, a political subdivision of the State of Arizona, and Pima Aviation, Inc. (the "73-Acre Lease") and assigned to the Lessor. The parties have mutually determined the location of the acres to be removed from the 73-Acre Lease. LESSEE shall have, subject to the terms and provisions of this Lease and any subleases, the use, occupancy and control of the Premises with all improvements constructed thereon.

1.2 LESSOR's Right to Remove Land from Premises. LESSEE acknowledges that the Airport is in its first phase of development under the sponsorship of the Town of Marana, and the Airport Master Plan provides for significant and ongoing expansion and improvement of the Airport. As such, LESSEE acknowledges that the restriction or loss of leased property due to Airport development requirements is likely. Such restriction or loss of leased property may come about as a result of LESSOR's need to use such property for airport improvement or expansion, or may come about as a result of governmental regulation, including but not limited to Federal Aviation Administration (FAA) regulations regarding setbacks, clear zones, and restricted visibility zones at the intersection of runways (hereinafter referred to as a "Restriction"). By entering into this Lease, LESSEE acknowledges that it has reviewed the Airport Master Plan and other necessary documentation, and has made an independent determination regarding this risk.

1.3 Removal of Land from Premises. In the event that it becomes necessary for LESSOR to delete any property from the Premises as provided above, LESSEE agrees to cooperate in such transaction as set forth hereinafter.

1.3.1 During the Term, LESSOR may require that certain portions of the Premises must be deleted from the Premises, but such may occur only for the purpose of being utilized for additional aeronautical and aviation purposes. Additionally, during the Term, LESSOR may require, as the result of a Restriction, that LESSEE's use of certain portions of the Premises be restricted. In connection with any determination by LESSOR that portions of the Premises be deleted from the Premises or that the use thereof be restricted as determined by the LESSOR, the following shall apply.

a. In the event that LESSOR determines that a deletion of a portion of the Premises shall take place whether or not indicated in the current

Airport Master Plan, Airport Layout Plan or any subsequent amendment thereto, the following shall apply: 1) LESSOR shall use its best efforts to provide, in substitution for the parcel deleted, another parcel of equivalent size and fair rental value located within the Airport. If such substituted parcel is accepted by LESSEE, the Premises shall be redefined to include the substituted parcel in lieu of the deleted parcel and the "Fixed Rent" (defined below) shall be adjusted to reflect any difference in the size of the Premises. An amendment to this Agreement, acknowledged by a duly appointed representative of both parties, shall be recorded with the Pima County Recorder. 2) If no substitute parcel is mutually agreed upon, LESSOR shall be required to reduce the Fixed Rent (as hereinafter defined) in a proportionate amount. An amendment to this Agreement, acknowledged by a duly appointed representative of both parties, shall be recorded with the Pima County Recorder.

b. If LESSOR determines that a Restriction in Use of a certain portion of the Premises will take place, whether or not indicated in the current Airport Master Plan, Airport Layout Plan, or any subsequent amendment thereto, LESSOR and LESSEE shall negotiate to determine the extent of Restricted Use and thereafter the following shall apply: 1) In the event it is determined that the restriction results in LESSEE being unable to use that restricted portion for any purpose, then a deletion shall be implemented, in which case paragraph "a" above shall govern. 2) If it is determined that any use of the Restricted portion of the Premises exists, then there shall be no adjustment in the "Fixed Rent" or any other rent or compensation to be paid by LESSEE for such portion of the Premises and the Restriction shall be adhered to as soon as possible upon implementation.

1.3.2 LESSEE hereby agrees and acknowledges that a portion of the Premises currently contains structures used for storage of aircraft, and that said structures may be in conflict with the Building Restriction Line as determined by the FAA upon implementation of the improvements to Runway 03/21. It is further agreed that these structures, which are identified and labeled in Exhibit "C," may be required to be removed from their present location upon becoming an obstruction as a result of said improvements as determined by LESSOR. If it is determined by LESSOR that any of the aforementioned structures or any other structure contained within the Premises becomes an obstruction, then LESSOR and LESSEE and/or Holder of Title ("Owner") shall negotiate one of the following options: 1) The cost and compensation payable to LESSEE and/or Owner by LESSOR as well as any other applicable terms for the removal and relocation of said structures whereas LESSEE and/or Owner shall retain title to said structure or structures in accordance with the Terms of the original agreement currently in force. Upon agreement between LESSOR and LESSEE and/or Owner, LESSEE and/or Owner shall be

given sixty (60) days within which to commence removal, or 2) the establishment of a Fair Market Value, for the purpose of purchasing by LESSOR, said structure or structures. Upon compensation, the title and ownership shall be transferred to LESSOR. LESSOR shall then be responsible for the removal of the structure or structures. The costs, compensation and terms of the exercising and agreement to either of the aforementioned options shall be approved by and be subjected to the funding limitations of the FAA and/or ADOT. The Town of Marana shall have and maintain as it's right, the ability to fund projects beyond that of the limitations of the FAA and ADOT. If LESSOR and LESSEE and/or Owner cannot reach an agreement within sixty (60) days from commencing negotiations, then all Parties hereto agree to submit this issue to arbitration in accordance with the terms of this agreement as specified in Section 19.14 of the General Provisions. LESSOR and LESSEE further agree that the land currently associated with the aforementioned structures shall remain part of the Premises and the use thereof shall be subject to the terms and restrictions of this Lease, including any restrictions established by the FAA or other governmental regulation.

1.3.3 Nothing in this Lease shall be interpreted to remove the LESSOR'S legal right of eminent domain.

2 TERM.

2.1 Term. The Term of this Lease shall end on November 29, 2046. As used herein the term "Lease Year" means a one year period beginning on the first day of any December during the Term and ends on the day preceding the next following December 1.

2.1.1. LESSOR and LESSEE agree that this and all subsequent amendments shall take effect and govern this Agreement on the preceding calendar day following the execution of any and all amendments hereto. The date of expiration, as defined in paragraph 2.1 above, shall remain in effect unless agreed to in writing and an amendment to this agreement is attached hereto.

3 COMPENSATION.

3.1 Fixed Rent. Notwithstanding any additional rent, fees, taxes, or other monies paid to LESSOR pursuant to this Lease or otherwise and except as otherwise set forth below, LESSEE agrees to pay to LESSOR an amount of rent equal to Eight Hundred Dollars ($800.00) per acre of the Premises for each Lease Year (the "Fixed Rent"), plus rental tax. The Fixed Rent shall be payable quarterly. The Fixed Rent for partial acres shall be prorated. Fixed Rent for land which is deleted from the Premises or taken by eminent domain shall cease as of the first day of the calendar month following the month in which such land ceases to be a part of the Premises. Beginning on the second anniversary of the date of this First Amendment and on every biannual anniversary of the date of this First Amendment thereafter, the Fixed Rent for the next two (2) Lease Years shall be adjusted by the cumulative amount of any percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the previous

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two (2) years, as published by the U. S. Department of Labor of Bureau of Statistics. In the event publication of the CPI-U is terminated, then such periodic adjustment shall be made by application of the index published by the U. S. Department of Labor which most closely resembles the CPI-U. The parties hereto agree and acknowledge that the Fixed Rent for the Premises shall be adjusted every two years in accordance herewith throughout the entire Term of this Lease. In no event shall the Fixed Rent be decreased at any time during the Term hereof as the result of the CPI-U, to an amount less than that of $800 per acre. For purposes of this Agreement, the term "Rent" shall refer to any and all amounts due to LESSOR hereunder.

3.2 Percentage Rent. In addition to the Fixed Rent set forth above, and except as otherwise set forth below, LESSEE agrees to pay LESSOR the following sums, hereinafter referred to as "Percent Rent."

3.2.1 Gross Rents on Subleases. As part of Percentage Rent, LESSEE shall pay to LESSOR an amount equal to five percent (5%) of all gross rents, excluding rental taxes, which LESSEE receives in connection with any and all current and/or future subleases to third parties for any portion of the Premises, regardless of whether those subleases are for hangar or non-hangar space. The parties hereto agree and acknowledge that Tenant shall only enter into written, and not oral, subleases for portions of the Premises.

3.2.2 Additional Hangar, Tie Down and Shade Port Income. In regard to any and all current and/or future hangars, tie downs and shade ports on the Premises, the following definitions shall apply:

a. "Use Fee" shall mean any fee or compensation received by LESSEE from a third party in exchange for the use of hangar space, tie downs and/or shade ports, provided that such use is not pursuant to a written sublease entered between LESSEE and a third party for such hangar space, tie downs and/or shade ports.

b. "Standard Rental Rate" shall mean those rental rates as published by LESSEE and provided to LESSOR on at least a quarterly basis for all of the following: (i) commonly recognized sizes and/or names of the individual hangar units (i.e. T-30, T-40, T-50, etc.) within the Premises; (ii) commonly recognized locations of aircraft tie down areas within the Premises; (iii) commonly recognized locations of shade port areas within the Premises; and (iv) facilities that do not adhere to the type, dimension and/or common name or location as previously set forth, in which case the rental rates published by LESSEE shall be based on the square footage of said facility, including all build-outs, storage rooms, parts and equipment rooms and other appurtenances, multiplied by the average rental rate published by LESSEE as required herein for the same class of hangar or other facility.

3.2.3 Percentage Rent on Use Fees or Standard Rental Rates. LESSEE shall pay to LESSOR as part of the Percentage Rent an amount equal to five percent (5%) of any and all Use Fees which LESSEE receives from third parties for the use of hangar space, tie down space and/or shade ports, provided however, that if any Use Fee received by LESSEE is less than the Standard Rental Rate for that same facility in connection with which the Use Fee is paid, LESSEE shall instead pay to LESSOR an amount equal to five percent (5%) of the Standard Rental Rate for said facility. Additionally, LESSEE shall pay to LESSOR as part of the Percentage Rent an amount equal to five percent (5%) of any and all Standard Rental Rates for hangars, tie downs, shade ports, and/or spaces within the same which are Occupied by LESSEE or which are Occupied by a third party but for which no compensation is paid to LESSEE, however, those spaces occupied by the Town of Marana are exempted from the provisions of this paragraph.

3.2.4 Miscellaneous Terms Regarding Percentage Rent. As used herein, the definition of "aircraft hangar" or "hangar" shall be any enclosed structure existing at the Premises at any time during the Term of this Lease constructed for the purpose of the storage, maintenance and repair, painting, construction and/or refurbishing of aircraft. As used herein, the definition of "tie down" or "tie down area" shall be any open, uncovered area within the Premises at any time during the Term of this Lease which is typically used for parking and securing aircraft to the ground. As used herein, the definition of "shade port" or "shade port area" shall be any covered but open area within the Premises at any time during the Term of this Lease which is typically used for parking aircraft.

a. With respect to this article and all others contained herein, unless so stated otherwise, "Occupancy" or "Occupied" shall mean any physical possession by LESSEE or a third party, contractual obligation or other arrangement for the control, use, tenancy or other habitation by LESSEE or any other entity or individual of any aircraft hangar or part thereof. In no event, however, shall LESSEE be required to pay Percent Rent for any aircraft hangar, tie down or shade port that is not Occupied.

b. If a third party uses any space, including but not limited to office space, within the Premises other than hangar space, tie downs and/or shade ports, such use by a third party shall be pursuant to a written sublease.

3.2.5. Reporting. LESSEE shall provide to LESSOR, by the fifteenth calendar day following the end of each calendar quarter or as soon as practicable upon written request, a report containing the following information in the manner prescribed herein:

- A listing of all then existing hangars, tie down areas and shade ports, enumerated or named in such detail as to determine location.

- A schedule of Standard Rental Rates, corresponding to the hangar units, tie down areas, and shade ports, as defined above, currently implemented or as may be hereafter amended.

- The status of Occupancy as it pertains to the individual hangar units, tie downs areas and shade ports, as defined above, as well as a list of all long term users of any tie down areas within the Premises.

- A list of all then existing subleases between LESSEE and a third party for any and all portions of the Premises, the rent due thereunder and the frequency with which such rent is to be paid.

- A summary of actual revenues received from the renting, providing or otherwise allowing use and Occupancy of all hangars, tie downs areas, shade ports and any other space within the Premises. In the case where no actual income is generated, the Standard Rental Rate of an Occupied facility, tie down area, shade port or hangar shall be reported.

- All reports shall be in both printed and electronic form. The electronic data shall be of a spreadsheet base capable of being opened, read or translated, and manipulated by Microsoft Excel and submitted with payment.

3.2.6. Payment. In accordance with all of section 3.2 above, including any and all subsections thereto, and as prescribed therein, LESSEE shall compute and report the Percent Rent each calendar quarter. Percent Rent for a quarter shall be due and payable no later than thirty (30) days following the end of said quarter. Payment shall be remitted to the person and address as designated by LESSOR.

3.3. Fuel Flowage Fee. During the Term, LESSEE shall pay to LESSOR, in addition to Fixed Rent, sales taxes and other taxes, Percentage Rent and all other fees and amounts due hereunder, a fee (the "Fuel Flowage Fee") for every gallon of all aviation fuel and other fuel delivered upon the Premises, whether delivered directly into a centralized fuel farm, an airplane or other vehicle, delivered into a fuel pumping truck, or delivered into any other container (but excluding any fuel which has already been subject to payment of a Fuel Flowage Fee when it was previously delivered at the Airport). This Fuel Flowage Fee shall apply to fuel delivered to or upon the Premises regardless of whether such fuel is delivered to LESSEE or a subtenant of LESSEE. LESSEE may assign the obligation to pay the Fuel Flowage Fee to subtenants, and to the extent such fees are actually paid by the subtenant, LESSEE's obligation for such fees is satisfied. Except as otherwise set forth herein the Fuel Flowage Fee shall be in the amount of six cents ($0.06) per gallon. On a quarterly basis, no later than thirty (30) days following the end of such quarter, LESSEE shall report to LESSOR the number of gallons of fuel delivered upon the Premises, substantiated by copies of the manifests, during the previous quarter and shall remit the Fuel Flowage Fee based thereon. LESSEE shall submit a statement of fuel flowage for the preceding calendar year not later than March 1 of each year. The statement shall show in reasonable detail

the actual amount of each type of Fuel for which delivery was taken and the amount paid to LESSOR for Fuel Flowage Fees during the same period. Such annual statement shall be accompanied by the signed opinion of the person certifying such statement specifically stating that he has examined the report for such year, that he has examined LESSEE's books and records as he considered necessary under the circumstances, and that such statement accurately presents the total fuel deliveries of such year. Each sublease entered by LESSEE shall include a section imposing the same payment and reporting obligations upon the sublessee with regard to fuel(s) for which sublessee takes delivery at the Airport. The parties hereto agree and acknowledge that LESSEE may not preclude any subtenant of any portion of the Premises from having fuel delivered directly to that subtenant. In the event a subtenant takes delivery of fuel from a source other than Lessee, Lessee shall have no obligation to pay the Fuel Flowage Fee for such fuel deliveries unless such deliveries are prohibited by Lessor's minimum standards for the Airport. In the event a subtenant takes delivery of fuel from a source other than Lessee, Lessee shall have no obligation to pay the Fuel Flowage Fee for such fuel deliveries. In the event that LESSEE constructs or otherwise has built, a large fuel farm consisting of one hundred thousand gallons (100,000 gal) or more, and solely incurs the cost of filling said fuel farm, then the associated fuel flowage fees shall be abated for the initial filling of the fuel tanks associated with the fuel farm. Any subsequent replenishing, filling or any other associated deliveries shall be subject to the aforementioned fee and conditions. Nothing herein shall prohibit LESSOR from constructing a fuel farm at the Airport.

3.4 Amendment of Compensation.

3.4.1 Adopted Rates and Charges. The LESSOR and LESSEE hereby agree and acknowledge that the Council for the Town of Marana (the "Council") will periodically during the term, as limited in Section 3.4.3. below, adopt new schedules and policies of rate and charges relating to the Airport and the Premises (the "Adopted Rates and Charges"). The LESSOR and LESSEE hereby additionally agree that the Adopted Rates and Charges may include categories of fees which may not be identified herein. An analysis of the then current Rates and Charges shall be conducted by a consultant or firm having demonstrated a minimum of five (5) years experience in performing said analysis. The analysis shall take in to account the Rates and Charges from other airport of comparable size, capacity and service designation as well as a land appraisal. The date of adoption by the Council of the Adopted Rates and Charges shall be the date of the Council meeting during which the Adopted Rates and Charges are approved by the Council. LESSEE and LESSOR hereby agree that the amount of Fixed Rent, Percentage Rent, and Fuel Flowage Fee to be paid by LESSEE to LESSOR hereunder may be adjusted in accordance with the Adopted Rates and Charges. Until such time as the first Adopted Rates and Charges are adopted, the terms of Sections 3.1, 3.2 and 3.3 shall govern the amount of Fixed Rent, Percentage Rent, and Fuel Flowage Fee to be paid by LESSEE to LESSOR hereunder. If LESSEE provides written notice to LESSOR that LESSEE objects to the Adopted Rates and Charges and elects to

submit such objection to the provisions of Paragraph 19.14 herein, LESSEE shall continue to pay LESSOR such Fixed Rent, Percentage Rent and Fuel Flowage Fee as determined in accordance with Sections 3.1, 3.2, and 3.3 without regard to said Adopted Rates and Charges, until such time as a negotiated settlement is reached or the arbitration is complete and the Arbitrator has rendered the final decision. LESSEE and LESSOR further agree that the standard to be utilized during any negotiations and by the Arbitrator in considering whether the LESSEE's objection to the Adopted Rates and Charges is justified shall be whether said Adopted Rates and Charges provide for reasonable consideration to be paid for rental of the Premises based upon rental rates charged at comparable facilities in the United States. Unless the Adopted Rates and Charges provide otherwise, LESSEE shall pay these additional categories of rent to LESSOR on a quarterly basis.

3.4.2 Effective Dates of Rent Changes. All changes in the amount of any rents and fees due hereunder resulting from the Adopted Rates and Charges shall take effect as of the next due date for such rents and fees occurring after the date of adoption of said Adopted Rates and Charges, provided however, that LESSEE shall not be responsible for any adjusted amounts of or additional categories of rents and fees relating to then current written subleases which provide for rental rates which were fixed prior to the adoption of the Adopted Rates and Charges (such subleases being hereinafter referred to as "Fixed Rent Subleases"). Additionally LESSEE shall not be responsible for any adjusted amounts of or additional categories of rents and fees relating to exercised options for renewal under Fixed Rent Subleases which also provide for rental rates and fees which were fixed prior to the adoption of the Adopted Rates and Charges (such renewals being referred to herein as "Fixed Rent Renewals"). For all subleases other than Fixed Rent Subleases and Fixed Rent Renewals, LESSEE's obligations for the adjusted amounts of and additional categories of rent relating to subleases shall commence on the next due date for such rent occurring after the date of adoption of said Adopted Rates and Charges. For new subleases and/or renewals of subleases other than Fixed Rent Renewals, LESSEE's obligations for the adjusted amounts of and additional categories of rent relating to such new subleases and renewals shall commence upon LESSEE's entering into said new sublease or renewal.

3.4.3. Changes in Adopted Rates and Charges. LESSEE and LESSOR hereby agree and acknowledge that the Council may adopt new or revised Adopted Rates and Charges as often as it deems appropriate; however, the rents due hereunder may only be changed as the result of Adopted Rates and Charges once every five (5) years during the Term hereof.

3.5 Record Keeping. LESSEE shall keep true and accurate account records, books and data in accordance with generally accepted accounting principles that shall show all rents billed to and receipts collected from third parties for any part of the Premises. LESSEE shall maintain annual corporate income tax returns and corporate financial statements certified by a Certified Public Accountant. LESSOR shall have the right to examine all

financial books and records pertaining to this Lease or to the use of the Premises upon three (3) business days advance written notice to LESSEE. LESSOR shall have the right to annually conduct an audit of the airport records and financial statements.

4 USE OF PREMISES.

4.1 Aeronautical and Aviation Related Uses. LESSEE shall use the Premises only for businesses associated with aeronautical and/or aviation related private businesses, airport support businesses, appropriate aviation related governmental agencies, and related structures, including storage, overhaul, repair, sale, rental and other normal and customary functions of a fixed base operator, so long as they are consistent with FAA regulations and do not interfere with the LESSOR's ability to receive grant funding. Without limiting the foregoing, the Premises may be used for any of the following purposes:

a. Operation of the business of buying and selling aircraft, parts and accessories therefor, and aviation equipment of all descriptions either at retail or wholesale.

b. The business of renting and leasing of aircraft.

c. Conducting a flying school for training of personnel in the employ of LESSEE and members of the general public as students limited to dual and solo flight training in fixed and rotary wing aircraft and such related ground school instruction as is necessary to prepare a student pilot to take a written examination and flight check ride for a pilot's certificate or appropriate aircraft rating from the FAA

d. Operation and sale of aerial survey, photograph and mapping services.

e. Overhaul services to aircraft engines, airframes and propellers as licensed by the F. A. A.

f. Operation of a non-scheduled charter transportation of passengers complying with all federal regulations and pertinent laws of the State of Arizona.

g. Operation of a radio and instrument repair and overhaul service as licensed by the FAA.

h. Operation of school for the instruction of navigation, mechanics, aerial photography, aircraft design and theory and construction of aircraft.

4.2. Non-Airport Activities. LESSEE shall not permit its sublessees, agents, customers, patrons or others to engage in activities which are not reasonably related to aeronautical and/or aviation related private businesses, airport support businesses, appropriate aviation

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related governmental agencies, and related purposes without first obtaining the prior written consent of FAA (where applicable) and LESSOR.

4.3. Report of Leasing Activity.

4.3.1 On a periodic basis, but not less than annually, LESSEE shall submit a written report to LESSOR describing LESSEE's efforts to develop the Premises, the names of persons or entities which have inquired about subleasing a portion of the Premises, and a description of the status of planned development.

4.3.2 If any person or entity requests to sublease a portion of the Premises (a "Prospect") and LESSEE does not enter into a sublease with such Prospect, LESSEE shall provide LESSOR with written justification for LESSEE's decision not to sublease to such Prospect. Further, LESSEE shall, if requested by LESSOR or the Federal Aviation Administration ("FAA"), provide data to support LESSEE's action.

4.3.3 The parties acknowledge that LESSEE does not have exclusive use of the Airport, nor the exclusive right to provide fixed base operation services at the Airport. In order to assure this, the parties agree to certain conditions which will allow LESSOR to negotiate with prospective tenants with whom LESSEE is unwilling to enter into a lease. To this end, if any person or entity is interested in subleasing a part of the Premises and LESSEE does not reach agreement with such Prospect within six (6) months after receipt from such Prospect of a formal written proposal, LESSEE shall promptly refer such Prospect to LESSOR's Airport Manager for all further negotiations (which negotiations shall relate only to property other than the Premises) and shall confirm such referral by written notice to the Airport Manager accompanied by all information in LESSEE's possession pertaining to such Prospect. LESSEE shall thenceforth refrain from any further contact with such Prospect except to the extent specifically requested by LESSOR.

4.4 Approval of Subleases. LESSEE is permitted to sublet portions of the Premises only for aeronautical and/or aviation related private businesses, airport support businesses, and appropriate aviation related governmental agencies, subject to prior written approval of LESSOR. Such approval shall not be unreasonably withheld. When requesting LESSOR's approval of a sublease, LESSEE shall accompany its request with a copy of the actual sublease documents it plans to submit for execution by the sublessee, including a specific description of the activities to be conducted by the sublessee at the Airport. Within thirty (30) days after submission of the proposed sublease documents by LESSEE, LESSOR shall notify LESSEE in writing of approval or rejection thereof. In the event LESSOR deems such thirty (30) day period to be inadequate for its review of a proposed sublease, LESSOR may extend such period for an additional thirty (30) days by giving written notice thereof to LESSEE prior to the expiration of the initial period. Thereafter, such period may be extended only for good cause or by mutual agreement of the parties. If LESSOR rejects the sublease, it shall give detailed reasons therefor and use its best efforts to provide recommended revisions or other conditions for acceptance. All subleases, amendments, and other lease documents shall be approved as to form by LESSOR, as evidenced by the

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signature of LESSOR's designated representative on the original of such document. Any such sublease shall only be for a portion of the Premises reasonably necessary for the authorized activity of the sublessee, shall be subject to the terms of this Lease, and shall contain, as a minimum, the provisions required by this Lease. In lieu of initially submitting the actual sublease documents, LESSEE may submit to LESSOR for approval a memorandum of understanding or letter of intent (a "Proposal") between LESSEE and the proposed sublessee. A Proposal shall cover all of the essential business terms of the deal in sufficient detail for LESSOR to evaluate them as provided above. In the event a Proposal is so approved, LESSEE and the sublessee shall proceed to finalize the sublease documents, which shall remain subject, however, to LESSOR's final review and approval, which approval will not be unreasonably withheld or delayed.

4.5 Lawful Use and Condition of Premises. LESSEE shall comply with all county, state and federal laws, including without limitation FAA Regulations and any and all applicable zoning laws that may apply to LESSEE's use of the Premises, as well as with applicable Town of Marana laws, regulations and ordinances. LESSEE shall obtain, at its own cost, any licenses that may be required by law for its operation. LESSOR will assist and cooperate to the extent possible to obtain required licenses and permits.

4.6 Other Rights of LESSEE. LESSOR hereby grants LESSEE and its sublessees and their agents, employees, contractors, and invitees the following additional privileges, uses and rights, all of which are subject to the terms, conditions, and covenants contained in this Lease and all of which shall be nonexclusive with respect to the Airport:

4.6.1 The use of all public airport facilities and improvements which are now or may hereafter be constructed and are appurtenant to the Airport. For the purpose of this Lease public airport facilities shall include, without limitation, all necessary landing area appurtenances, including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviation aids, lighting facilities and other public facilities of the Airport.

4.6.2 The right of ingress and egress from the Premises to all runways, taxiways and facilities enumerated in the preceding paragraph, and over and across the public roadways serving the Airport, subject to any and all ordinances, rules and regulations which are now or may hereafter apply at Airport.

4.7 Public Funding for Improvements. The LESSOR has demonstrated a desire to develop and promote the Airport and surrounding area through tenant negotiations and establishing zoning guidelines as well as pursuing the establishment of an airport influence area to protect the airport environment. LESSOR acknowledges that LESSEE's ability to sublease various portions of the Premises may depend upon the availability of certain public improvements. In the event that such improvements become apparent, LESSEE will submit a written request to LESSOR detailing the needed improvement. Accompanying this request will be necessary documentation consisting of an estimate of the project costs, site map, reasoning of need and any other substantiating data. LESSOR will then determine if said improvements fit within the overall priority and scope of public

improvements, which meet the needs of all facility users. If approved improvements are not contained within the current Master Plan and/or ALP, LESSOR will initiate the process whereby those changes can be effected. Notwithstanding the foregoing, the areas identified on Exhibit "D," although part of the Premises under this Agreement, are also public access areas of the Airport. All of the areas identified on Exhibit "D" shall continue to be available for construction and maintenance funds from all local, state or federal sources.

4.7.1. Sole Use and Single Leaseholds. Both parties acknowledge that public funding for the development of improvements which benefits a sole user may or may not be made available by any government agency. With few exceptions, it has been determined by the director of the ADOT Aeronautics Division, with FAA concurrence, that regardless of the number and type of operations of any subleases, a leaseholder is the sole beneficiary of any proposed improvement, which effects only that land of a single leasehold. It is further acknowledged that it shall be the discretion of the LESSOR to fund any approved improvements and projects to the extent LESSOR deems necessary in order to provide the users a safe and effective airport and shall take necessary steps to secure the long term viability of the Airport.

4.7.2. Governmental Funding. LESSOR makes no representation that governmental funding for Public Airport Facilities will be made available or as to the amount thereof. LESSOR shall however, take all actions that are prudent and within its means to obtain as promptly as possible whatever state, federal or other governmental funding that may be made available. Nothing contained in this Paragraph 4 shall be deemed to obligate LESSOR to pay for or seek other governmental funding for any project or improvement which is located entirely within a subleased portion of the Premises or which benefits only one sublessee.

4.8 Water Delivery for Fire Protection System. LESSOR acknowledges that LESSEE may be unable to sublease any part of the Premises by reason of the lack of a water delivery system at the Airport sufficient to provide the fire protection required by the relevant governmental authorities. LESSOR therefore agrees to use due diligence and take all actions reasonably necessary to ensure that by June 30, 2001, a suitable water delivery system is designed and either constructed or will imminently be constructed, to the extent necessary to allow LESSEE to sublease the Premises without the use thereof by sublessees violating applicable legal, regulatory or insurance requirements. After the completion of such construction, LESSEE or its sublessees, as the case may be, shall be responsible for paying the cost of installing fire protection systems as required by applicable fire codes in any buildings or other improvements owned or occupied by LESSEE or its sublessees at the Airport.

4.8.1 In the event LESSOR fails to meet the June 30, 2001, date set forth above for any reason except "force majeure" (defined below), the Fixed Rent shall be abated for those unimproved portions of the Premises marked with diagonal lines on Exhibit *"A"* for the period from June 30, 2001, through the date construction of the water delivery system, as described above, is completed. As used herein, the

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term "force majeure" means labor dispute, fire, flood or other disaster, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of LESSOR or the contractor constructing the water delivery system.

4.8.2 In the event the lack of a water delivery system prevents LESSEE from subleasing the premises in the manner described in the preceding paragraph 4.8, the LESSEE will have the option to cancel this Lease. If LESSEE desires to cancel this Lease pursuant to this subsection, LESSEE must deliver written notice to LESSOR within thirty-six (36) months from the date of this Lease, and if not exercised within that period, this right shall forever terminate.

4.9 Financing of Improvements. LESSOR acknowledges that LESSEE may wish to borrow money from time to time in order to finance the construction of improvements to the Premises, and that the lender (the "Leasehold Mortgagee") will require a mortgage or deed of trust encumbering LESSEE's interests under this Lease (a "Leasehold Mortgage") as collateral for any such loan. The exact terms that a Leasehold Mortgagee will require to protect the security for its loan will not be known until LESSEE negotiates for a specific loan. If LESSEE enters into a Leasehold Mortgage and provided that LESSOR is given written notice of the existence of such Leasehold Mortgage from the Leasehold Mortgagee and that the Leasehold Mortgage itself requires the following LESSOR agrees to: (1) send the Leasehold Mortgagee a copy of any notice which it sends to LESSEE under this Lease; (2) allow the Leasehold Mortgagee an additional thirty (30) days beyond the time given to LESSEE to cure any defaults by LESSEE under this Lease; (3) obtain the Leasehold Mortgagee's consent to any cancellation, or surrender of this Lease or any amendment or modification thereof which materially affects the collateral position of the Leasehold Mortgagee; and (4) allow the Leasehold Mortgagee to foreclose and otherwise enforce its Leasehold Mortgage (by, for example, collecting rent directly from sublessees or having a court appoint a receiver) in the event of a default by LESSEE under the terms of the loan provided that the Leasehold Mortgagee performs all obligations of LESSEE under this Lease. The consent requirement in the preceding sentence shall not be deemed to limit LESSOR's rights and remedies in the event of default by LESSEE. LESSOR shall have the right to approve any receiver to be appointed by a court during the foreclosure of the Leasehold Mortgage and the ultimate purchaser of LESSEE's interest at the foreclosure sale, as well as the right to require that the LESSEE's obligations herein be performed by the Leasehold Mortgagee and any successor thereto.

4.10 Provision of FBO Services. During the term of this Lease and any extension thereof, LESSEE shall provide the services of Fixed Base Operator through its affiliate Tucson Aeroservice Center or successor entity. Those minimum services shall include, but not be limited to, aviation fuel sales, hangar rental, aircraft maintenance and Unicom Radio service. These, and any other services which the LESSEE deems desirable, shall be provided on a daily basis during the normal operating hours of 7:30 a.m. to 5:30 p.m. with provisions being made for the availability of non-working hours fuel servicing of aircraft. Nothing contained within this paragraph shall be interpreted to preclude LESSEE or

Tucson Aeroservice Center from selling or transferring its rights and obligations as Fixed Base Operator to another entity whether related or unrelated, whereupon LESSEE's obligations under this paragraph shall cease permanently.

4.11 Restrictions of Use of Premises. LESSEE hereby agrees and acknowledges that the use of all portions of the Premises shall comply and be in accordance with the Airport Master Plan and Airport Layout Plan as may be amended. LESSEE further agrees and acknowledges that all uses of all or any portion of the Premises shall not conflict with any current, future or amended Rule, Regulation and/or Order as may be imposed by the FAA, ADOT or LESSOR. In the event that a use of any portion of the Premises is determined to be in conflict with any Restriction, LESSEE shall be given reasonable time in which to correct said conflict. Any and all mitigation resulting from LESSEE's actions, errors or omissions and any and all actions required to be taken by LESSEE so that the use of the Premises complies herewith shall be the sole responsibility of and shall be at the sole cost of LESSEE, except as otherwise provided for in this agreement.

5 INSURANCE.

5.1 LESSEE's Insurance. LESSEE shall keep and maintain at its sole cost fire and extended damage coverage insurance for all structures and facilities constructed on the Premises in an amount reasonably comparable to that of similar insurance carried by other Airport lessees in the State of Arizona. LESSEE shall also keep and maintain at its sole cost and expense a Three Million Dollar ($3,000,000.00) single limit comprehensive public or commercial general liability insurance policy with specific provisions covering bodily injuries, property damage, premises liability, contractual liability, completed operations, if any, products liability, if any, and Hangar Keepers Liability. In addition, LESSEE shall provide such additional insurance, for example jump and special events coverage, as may be reasonable and appropriate to cover liability arising out of activities authorized by LESSEE or its sublessees to be conducted on the Premises or as otherwise reasonably required by LESSOR.

5.2. Sublessees' Insurance. In lieu of providing such insurance itself, LESSEE shall require a sublessee to maintain (i) property damage and/or liability insurance with respect to any improvements, which such sublessee is occupying, and (ii) additional insurance with respect to the activities such sublessee is conducting at the Airport. Such sublessees and any insurance policies, which they provide, shall be subject to all of the requirements this Article imposes with regard to LESSEE's insurance, including but not limited to those in the following paragraph.

5.3. Additional Insured. LESSEE shall name LESSOR as additional insured on all liability policies and shall provide LESSOR with copies of certificates of insurance and the endorsement of additional insured each year as the policies are renewed. LESSEE shall also require the insurer to provide LESSOR with a written notice of cancellation a minimum of thirty (30) days before cancellation. In those instances where special events are to be conducted on or within proximity of leasehold where leasehold may be affected, it is agreed that the sponsoring entity shall provide insurance, either by separate policy or

as a condition of an existing policy, Special Event Insurance whereby the LESSEE shall be named as additional insured.

5.4. Unavailability of Insurance. If LESSEE cannot obtain any insurance required pursuant to this Lease because of its unavailability or unreasonably prohibitive cost, LESSEE shall be entitled to be relieved of the requirement to maintain such insurance provided it discontinues the activity which would otherwise be covered thereby. The parties may renegotiate the terms of this Lease with respect to insurance requirements in the event LESSEE encounters difficulty in fulfilling such requirements.

5.5 Application to Sub-leases. LESSEE shall include in any and all subleases for portions of the Premises and/or the Airport and in any and all agreements with third parties to provide services at the Airport the requirement that the sublessee or third party maintain at all times during the sublease or service agreement appropriate types and levels of insurance coverage, as reasonably determined by LESSOR when reviewing said subleases for approval in accordance with Section 4.4 above. Additionally, LESSEE shall include in any and all subleases for portions of the Premises and/or the Airport and any and all agreements with third parties to provide services at the Airport the requirement that LESSOR be named as an additional insured under all policies of insurance required to be maintained by the sublessee or third party.

6 INDEMNIFICATION.

6.1. By LESSEE. LESSEE shall indemnify, defend and hold harmless LESSOR, its officers, departments, employees and agents from, for and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this Lease which are the result of any act or omission of LESSEE, its agents, employees, or anyone acting under the direction or control or on behalf of LESSEE, its agents or employees.

6.2. By LESSOR. LESSOR shall indemnify, defend and hold harmless LESSEE, its owners, affiliates, officers, employees and agents from, for and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any nature arising out of this Lease which are the result of any act or omission of LESSOR, its officers, departments, employees and agents or anyone acting under their direction or control or on their behalf.

6.3. Duty of Care. LESSEE shall exercise reasonable care on the Premises and Airport and shall advise LESSOR when conditions, which may pose an unreasonable risk of harm to members of the general public, are discovered. When LESSEE is advised by its employees or the LESSOR that an unsafe or dangerous condition exists on the Premises, LESSEE shall take reasonable steps to correct the condition and shall be responsible that members of the general public are not exposed to danger. LESSOR shall take reasonable steps to correct any such condition with regard to portions of the Airport, which are outside the Premises and not otherwise leased.

6.4 Application to Sub-leases. All of LESSEE's obligations under Sections 6.1 and 6.3 above shall be included in all subleases for portions of the Premises and/or Airport and agreements with third parties to provide services at the Airport as obligations of the sublessee or third party thereunder with such obligations to also be in favor of LESSOR. Such inclusion in subleases and service agreements shall not in any way diminish LESSEE's obligations as set forth in Section 6.1 and 6.3 above.

7. CONSTRUCTION OF STRUCTURES & IMPROVEMENTS.

7.1 LESSEE's Improvements. LESSEE may construct improvements on the Premises as contemplated by this Lease, provided:

a. All proposed construction shall conform to this Lease and to the scheme contained in the Airport master plan; and

b. LESSEE is not in default in the performance of any of the terms of this Lease.

7.2. LESSOR's Approval. LESSEE shall notify LESSOR in writing of its intention to construct improvements on the Premises. The written notice shall specify the location of the improvements together with a detailed site plan and (if available) architectural plans, specifications and other relevant documentation. Additionally, the written notice will set forth the particular infrastructure needs of the improvements, including but not limited to water, electric, fire protection, transportation, wastewater, and other utilities. These documents shall be submitted to the Airport Manager and such other officials as LESSOR may designate. LESSOR acknowledges the necessity for expedited review of all plans submitted by LESSEE to LESSOR pertaining to the development of the Premises and agrees to use its best efforts to accomplish such expedited review of the plans. If LESSOR rejects the proposed improvements, LESSOR shall give detailed reasons therefor and will use its best efforts to provide recommended revisions for acceptance. If LESSOR gives its acceptance, such acceptance shall be subject to LESSEE's compliance with Part 77 of the FAA Regulations, as they may be amended. LESSOR may refuse to permit the construction or installation of any improvement if the type of construction or installation or the location of such improvement (1) does not meet LESSOR's reasonable and lawful requirements for safe use of the Airport, (2) does not comply with the LESSOR's building codes, laws or other regulations, (3) does not conform to the applicable laws of the United States or the State of Arizona, or (4) does not conform to applicable Federal Aviation Regulations (FARs), Advisory Circulars, FAA Orders, and other FAA directives as they exist and as they may be amended or added from time to time. Following approval of such improvements, LESSEE shall obtain the necessary permits and proceed with approval and construction as set forth in the LESSOR's applicable development codes. LESSEE shall have the right to make major alterations and modifications in any buildings, structures or other improvements now or hereafter constructed or installed in or on the Premises, subject to the provisions of this paragraph. Items of normal repair and maintenance and minor alterations and modifications constructed at a cost under ten thousand dollars ($10,000.00) need not be submitted to LESSOR for approval unless required by applicable development or building codes.

7.2.1. In the event LESSOR is unable to provide sufficient personnel (either in-house staff or outside consultants to LESSOR) to review the plans within thirty (30) days, LESSEE may elect to pay the reasonable costs incurred by LESSOR to retain such consultants or other experts as LESSOR may reasonably deem necessary to review the plans on behalf of LESSOR. Because of LESSEE's liability for the consultant's fees, any consultants under this paragraph shall be selected by the agreement of both LESSOR and LESSEE. LESSOR and LESSEE shall diligently select consultants following a request by LESSEE hereunder. LESSEE acknowledges that the consultants' recommendations will be subject to review and revision by LESSOR's staff and that LESSOR shall not be bound by any of the consultants' recommendations unless approved by LESSOR's governing body or other board or person having final approval rights with respect to the plans. LESSOR's non-liability for a consultant's fees hereunder shall be unconditional and LESSEE shall indemnify and hold LESSOR harmless from any claims relating to such fees.

7.3 No Obligation for Leasehold Improvements. Without limiting the effect of paragraph 4.7 of this Lease, LESSOR shall have no obligation to pay for the cost of construction of leasehold improvements.

7.4 No Liens. LESSEE shall not permit any mechanic's lien to be filed against the Premises or the improvements located on the Premises by reason of work, labor, services, or materials supplied or claimed to have been supplied, whether before or after the commencement of this Lease. If any mechanic's lien is at any time filed against the Premises or any improvement on the Premises, LESSEE shall, as soon as possible after notice of the filing of the lien, cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If LESSEE fails to discharge the lien within thirty (30) days, LESSOR may discharge such lien with LESSEE's approval or after a final judgment is rendered either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. If a foreclosure action initiated by lien results in a final judgment in its favor, the LESSOR may, at its sole option, pay the full amount of such final judgment. Any amount paid or expended by LESSOR, including but not limited to costs and reasonable attorneys' fees for any of such purposes, with interest at twelve percent (12%) per annum from the date of payment, shall be repaid by LESSEE to LESSOR on demand. LESSOR's options under this paragraph shall be in addition to any other right or remedy LESSOR may have.

7.5 Consent to Removal. No building, structure or other improvement installed, constructed, erected or placed by LESSEE or a third party on the Premises shall be removed from the Premises without the prior written consent of LESSOR, which shall not be unreasonably withheld.

7.6 No Obligation for Public Airport Facilities. Notwithstanding anything in this Lease to the contrary, neither LESSEE nor its permitted sublessees shall have any responsibility or obligation for the construction, installation or maintenance of public airport facilities.

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7.7 Applicability to Third Parties. LESSEE shall make the provisions of Section 7 binding upon the other party in any sublease agreement or contract by which LESSEE grants a right or privilege to any person, firm, or corporation under this lease.

8 ENVIRONMENTAL PROVISIONS.

8.1 LESSEE's Obligation. LESSEE shall, at LESSEE's own expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, applicable to LESSEE's operation on the Premises.

8.2 Definitions.

"Environmental Laws" shall mean any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Section 300h *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Arizona Environmental Quality Act, A.R.S. Section 49-201 *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921 *et seq.*; and the Arizona Underground Storage Tank Regulation statute, A.R.S. Section 49-1001 *et seq.*; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including substrata land.

The term "hazardous material" includes:

a. Those substances included within the definitions of hazardous substance, hazardous material, toxic substance, regulated substance, or solid waste in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.* and the regulations promulgated thereto;

b. Those substances included within the definitions of hazardous substance, pollutant, toxic pollutant, regulated substance, hazardous or solid waste in the Arizona Environmental Quality Act, A.R.S. Section 49-201 *et seq.*; including, but not limited to, the Water Quality Assurance Revolving Fund statute, A.R.S. Section 49-701 *et seq.*, and the Underground Storage Tank Regulation statute, A.R.S. Section 49-1001 *et seq.*;

c. Those substances listed in the United States Department of Transportation Table (49 D.F.R. Section 172.101 and amendments

thereto) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. part 302 and amendments thereto); and,

d. All substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any environmental law.

The term "release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

8.3 Compliance. LESSEE shall not cause any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under, or about the Premises, or transported to and from the Premises, by LESSEE, its affiliated entities, owners, agents, employees, contractors, invitees, sublessees or a third party in violation of any Environmental Law, and shall use its reasonable best efforts to prevent any such occurrence. LESSEE shall indemnify, defend and hold harmless LESSOR, its successors and assigns, its employees, agents and attorneys from, for and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation or damage to persons or property and any other claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises during the term of this Lease by LESSEE or its owners or related entities. This obligation includes but is not limited to all costs and expenses related to cleaning up the Premises, land, soil, underground or surface water as required under the law. LESSEE's obligations and liabilities under this Paragraph shall continue so long as LESSOR bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises during the term of this Lease. This indemnification of LESSOR by LESSEE includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision. The parties agree that LESSOR's right to enforce LESSEE's promise to indemnify is not LESSOR's sole remedy for LESSEE's violation of any provision of this Paragraph; LESSOR shall also have the rights set forth in this Paragraph 8.3 in addition to all other rights and remedies provided by law or otherwise provided in this Lease. Notwithstanding the foregoing, nothing contained in this Paragraph 8.3 shall obligate LESSEE to indemnify, defend or hold LESSOR harmless from the results of any negligence or willful misconduct by LESSOR or its agents, nor to waive any legal right or remedy LESSEE might have against LESSOR by reason thereof. As used herein, "related entities" means two entities which are under common control or one of which controls the other, and "control" means the power to impose management and policy decisions.

8.3.1 Without limiting the foregoing, if the presence of any hazardous material on, under or about the Premises caused by LESSEE or its owners or related entities in violation of this Lease results in any contamination of the Premises, LESSEE

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shall promptly take all actions at its sole cost and expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises; provided that LESSOR's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises.

8.3.2 LESSEE shall, at LESSEE's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws pertaining to LESSEE's operation on the Premises. Should the Government determine that a site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken because of any spills or discharges of hazardous materials at the Premises during the term of this Lease which are caused by LESSEE, its sublessees, or its owners or related entities, then LESSEE shall, at LESSEE's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to LESSOR, LESSEE shall promptly provide all information reasonably requested by LESSOR to determine the applicability of the Environmental Laws to the Premises, or to respond to any governmental investigation or to respond to any claim of liability by third parties which relates to environmental contamination.

8.3.3 LESSEE shall immediately notify LESSOR of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or LESSEE's operation on the Premises, and (b) any change in LESSEE's operation on the Premises that will change or has the potential to change LESSEE's or LESSOR's obligations or liabilities under the Environmental Laws.

8.3.4 LESSEE shall make the provisions of this Paragraph 8.3 binding upon the other party in any sublease agreement or contract by which it grants a right or privilege to any person, firm, or corporation under this Lease.

8.4 Remedies. LESSEE's material failure to comply with any of the requirements and obligations of Paragraph 8.3 or applicable Environmental Law shall constitute a default of this Lease and shall permit LESSOR to pursue the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which LESSOR may resort cumulatively, or in the alternative:

a. LESSOR may, at LESSOR's election, and upon thirty (30) days written notice to LESSEE, make payments required of LESSEE under this Paragraph 8 or perform LESSEE's obligations under this Paragraph and be reimbursed by LESSEE for the cost thereof, unless such payment is made or obligation performed by LESSEE within such thirty (30) day period.

b. LESSOR may, at LESSOR's election, and upon thirty (30) days written notice to LESSEE, terminate this Lease, unless, within such thirty (30) day period, LESSEE cures the default or, if the default is one which cannot reasonably be cured in that time, commences such cure and thereafter diligently pursues it. Upon LESSOR's termination, LESSOR shall be entitled to recover from LESSEE damages equal to the present value of the total amount by which all Rent and Fuel Flowage Fees during the balance of the Lease Term exceeds the amount of loss of such items that LESSEE proves could have been reasonably avoided by LESSOR.

c. Notwithstanding any other provision in this Lease to the contrary, LESSOR shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of Environmental Law on, under or about the Premises.

9 PUBLIC UTILITIES.

9.1 Payment. LESSEE shall pay or cause it's permitted sublessees to pay for all public utility services supplied to it on the Premises, including but not limited to electricity, gas, water and sewage service and commodities.

9.2 Repair. LESSOR retains the right at its sole cost to utilize, connect or otherwise use any utility located within any utility easement and/or right-of-way within the Premises for the expansion and/or providing of services for use on the Airport and shall have the right and duty to repair the same. LESSEE shall not be required to bear the cost of repairing these utilities except as provided for in the applicable Town Code(s) or as agreed to by the execution of any and all contracts with any entity, whether held publicly or as a private corporation, for the providing of any service(s). Utility repairs, to be effected by the LESSOR, shall be done on a priority basis and shall not unreasonably interfere with LESSEE's operations.

9.3 Provision of Utilities. For those utilities solely supplied by the Town of Marana, LESSOR shall take all actions necessary to establish all utility corridors in order to maximize the utilization of the Premises. LESSOR, upon determining if a project's scope and priority coincides with the general overall plan for public improvements, shall exercise due diligence to obtain outside funding as may be available. LESSOR shall bear any costs and expenses incurred in establishing said corridors, and shall have all rights and obligations of the same. Without limiting the foregoing, LESSOR shall provide a water supply to LESSEE and to other water users on the Premises sufficient to allow fulfillment of the purposes contemplated by this Lease. LESSOR shall provide water to the Premises for use by LESSEE and its sub-lessees and the installation, maintenance, rates and fees, payment methods and all other applicable provisions shall be in accordance with the Town of Marana, Town Code, Chapter 14, "WATER". LESSEE shall, at no cost or expense to LESSOR, provide all public utility and sewage connections within the Premises which are needed for buildings, structures and other improvements, constructed on the Premises by

LESSEE or its sub-lessees. In the event that the creation of a publicly funded utility corridor prevents LESSEE from utilizing any portion of the Premises for the purposes contemplated by this Lease, such portion shall, if requested by LESSEE, be deleted from the Premises in accordance with Paragraph 1.3.

9.4 Rights of Way. If requested to do so by LESSEE, LESSOR shall grant reasonable rights-of-way on or across the Airport to public utility companies for the purpose of supplying LESSEE with utilities, but LESSOR reserves the right to designate the location of such rights-of-way.

10 MAINTENANCE.

10.1 LESSEE's Obligations. LESSEE shall retain the title to all improvements made by LESSEE on the Premises until such time as the title thereto transfers to LESSOR pursuant to Paragraph 18.4 below. LESSEE shall keep and maintain all improvements on the Premises to which LESSEE has title in a clean, good, safe and usable condition, and shall promptly commence and continue with reasonable due diligence to repair any damage or defects. LESSEE shall be responsible for coordinating and notifying the LESSOR of any construction or alteration on the Premises that will fall under the requirements of FAA Form 7460-1, Notice of Proposed Construction or Alteration; FAA Form 7480-1, Notice of Landing Area Proposal; or the Airport Master Record, FAA Form 5010-1 or other forms and/or notification that may be currently in effect or hereafter enacted by any duly authorized government agency or its assignee.

10.1.1 With respect to open or otherwise vacant land within the Premises, LESSEE agrees to periodically inspect said property and perform any general maintenance including but not limited to mowing and trimming, refuse removal, tree and shrub trimming, compliance with the Storm Water Pollution Plan as adopted by the Town, sight and visibility compliance.

10.2 LESSOR's Obligations. LESSOR shall keep and maintain in good condition and repair in compliance with FAA Regulations, other applicable Federal and State law and regulations and LESSOR's approved maintenance plan, all public airport facilities, including those areas identified on Exhibit "C," as well as any non-public improvements to which LESSOR has title. LESSOR shall be responsible for notifying and properly filing the necessary forms that fall under the requirements of FAA Form 7460-1, Notice of Proposed Construction or Alteration; FAA Form 7480-1, Notice of Landing Area Proposal; or the Airport Master Record, FAA Form 5010-1 1 or other forms and/or notification that may be currently in effect of hereafter enacted by any duly authorized government agency.

10.3 Notices by LESSEE. Upon discovery, LESSEE shall immediately notify LESSOR of any Airport property within the Premises for which this Lease provides that LESSOR has the responsibility to repair and which is in need of maintenance and repair. Airport property within the Premises which is to be maintained by LESSOR as set forth herein shall be repaired on a priority basis if it adversely affects LESSEE's operation; otherwise, such repairs and maintenance shall be done within a reasonable time.

10.4 Inspection by LESSOR. The condition of the Airport, LESSEE's operation, and the Premises shall be subject to inspection at any time by LESSOR with reasonable frequency and at reasonable times on no less than twenty-four (24) hours advance notice unless such notice is not feasible due to an emergency. This provision shall not impair LESSOR's ability to inspect, without prior notice to LESSEE, any portion of the Airport located outside of the Premises.

11 TAXES.

11.1 LESSEE's Payment. LESSEE shall pay before delinquent any and all applicable taxes levied or assessed by any government body as a result of LESSEE's operations and including but not limited to all rental taxes which may be levied or assessed against LESSOR and/or LESSEE, as provided by the Marana Tax Code.

12 RULES AND REGULATIONS.

12.1 LESSOR's Regulations. LESSEE shall observe and obey all applicable rules, policies, minimum standards and regulations relating to the Premises and/or the Airport which have been or may in the future be adopted or amended by LESSOR; provided, however, that such rules and regulations shall be consistent with rules, regulations and orders of the FAA. In addition LESSEE shall comply with the following standard FAA lease provisions listed in Paragraphs 12.2 through 12.17 below.

12.2 Department of Transportation Regulations. If facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time.

12.3 Non-Discrimination. LESSEE, its successors in interest and assigns, do hereby covenant and agree that (1) no person on the grounds of race, color, gender, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Airport facilities on the Premises, (2) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, physical disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, as may be amended from time to time.

12.4 Fairness. LESSEE shall furnish its accommodations and services on a fair, equal and not unjustly discriminatory basis to all users thereof.

12.5 Applicable to Other Agreements. LESSEE shall insert Paragraphs 12.2, 12.3, and 12.4 in any rental agreement, Sub-operator's agreement and the like, by which LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the Premises.

12.6 Affirmative Action. LESSEE shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE covenants that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this provision. LESSEE shall require its suborganizations, sublessees, agents, and employees provide assurances to LESSEE that they similarly shall undertake affirmative action programs and that they shall require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12.7 Non-Compliance. If a complaint is lodged alleging noncompliance by LESSEE with Paragraphs 12.2, 12.3, or 12.4 of this Article and an investigation and determination of noncompliance is made by a proper authority, LESSEE shall have a reasonable time but not less than thirty (30) days to comply after receipt of written notice of such noncompliance from LESSOR. Failure by LESSEE to cure the noncompliance shall constitute a material breach of this Lease and LESSOR shall have the right to terminate this Lease and the estate hereby created in accordance with ARTICLE XVI, at the election of LESSOR. LESSOR may enforce Paragraphs 12.2, 12.3, and 12.4 of this Article through court action or any other legal remedy in lieu of termination.

12.8 Future Development. LESSOR reserves the right to further develop or improve the air navigation facility and the landing and apron areas for the Airport in coordination with ADOT Aeronautics and the FAA for further growth and development. LESSEE shall not be required to bear any of the cost or expense of construction and maintenance of such improvements.

12.9 Future Construction. The parties agree to comply with their respective notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the leased Premises.

12.10 Elevation Restriction. LESSEE, by accepting this Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land leased hereunder above the permitted mean sea level elevation. In the event the aforesaid covenant is breached, the LESSOR reserves the right to enter upon the land leased hereunder and to remove the

offending structure or object and cut the offending tree, all of which shall be at the expense of the LESSEE.

12.11 Subordination to Federal Agreements. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between LESSOR and the United States or its agencies and departments relative to the development, operation or maintenance of the Airport.

12.12 No Exclusive Right. Nothing in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107 (a) (4).

12.13 Applicable to Subleases. LESSEE shall insert the relevant provisions of this Article 12 in any agreement or contract by which it grants a right or privilege to any person, firm, or corporation under a sublease. As used in this Lease, the term "sublease" shall include month-to-month tenancies.

12.14 Compliance with Aviation Regulations. LESSEE shall conduct its operations and activities on the Airport in compliance with all applicable regulations of the FAA and the Arizona Department of Aeronautics.

13 SUPERIOR RIGHTS.

13.1 Preemption by U.S. During time of war or national emergency, LESSOR may enter into agreements with the United States Government for use of part or all of the Airport. LESSOR will coordinate any such agreement which affects LESSEE's operation with LESSEE in advance to the extent feasible. If any such agreement is executed by LESSOR, the provisions of this Lease, insofar as they are inconsistent with the provisions of any agreement made by LESSOR with the United States Government shall be superceded, and LESSEE shall have no claim against LESSOR for any loss or damage sustained by LESSEE because of the making of such agreement by LESSOR.

13.2 Disclaimer. The parties shall not be required to repair, replace, rebuild or construct any building or portion of any building so long as the obligated party is prevented from so doing by action of the United States Government.

14 RESERVATION OF EASEMENT.

14.1 LESSOR's Reservation of Rights. LESSOR hereby reserves for the use and benefit of aircraft using the Airport a right of flight for the passage of aircraft in the airspace above the uppermost level of the construction on the Premises, together with the right to cause such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air using said airspace, or landing at, or taking off from, or operating on, the Airport.

14.2 No Obstruction. LESSEE shall not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this provision is violated, LESSEE shall immediately remedy the

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situation upon reasonable notice by LESSOR. If LESSEE does not immediately remedy the hazard, LESSOR may at its option enter upon the Premises and abate the hazard at the expense of LESSEE. This paragraph shall not apply to improvements constructed with LESSOR's approval under Paragraph 7.2

15 ASSIGNMENT.

15.1 LESSOR's Consent. LESSEE shall not assign, sell, transfer, mortgage or pledge this Lease or any interest in it without first obtaining written consent from LESSOR, which consent shall not be unreasonably withheld. LESSEE granting to a lender a security interest in the proceeds of a sublease or in buildings or other improvements constructed for a sublessee in order to finance the cost of such construction shall not constitute an assignment prohibited hereby. Any change in principal ownership or control of LESSEE, except if due to the death or disability of a shareholder or made for estate planning or testamentary purposes, shall be considered an assignment of rights under this Lease. Any assignment of this Lease by LESSEE shall be upon the following conditions.

15.1.1 Any assignment of this Lease shall be in writing, signed by all parties to this Lease, and signed by the assignee.

15.1.2 Any assignment of this Lease shall provide that the assignee assumes and agrees to perform all of the terms, covenants and agreements which LESSEE has agreed to perform under this Lease. Provided LESSOR approves the assignee's financial and operative capabilities, LESSOR shall enter into a new agreement (novation) with LESSEE's assignee. LESSOR's approval for such novation shall not be unreasonably withheld or delayed. LESSOR shall thereafter rely solely on the assignee, and LESSEE shall have no further liability to LESSOR under this Lease except with respect to environmental indemnification for releases that occurred prior to the assignment. Absent a novation, the assignee shall become jointly and severally liable with LESSEE or any successor in interest of LESSEE for the performance of the terms and covenants of this Lease.

15.2 Compliance with Requirements. Any assignment or transfer whatsoever or pledge or mortgage made contrary to the terms of this Article shall be void.

16 TERMINATION BY LESSOR.

16.1 Default by LESSEE. If LESSEE defaults in the payment of any sums due LESSOR under this Lease, defaults by the nonperformance of some other obligation set forth in this Lease, or if one of the events of default set forth in Paragraph 16.2 below or elsewhere in this Lease takes place, LESSEE shall have thirty (30) days after written notice is served in accordance with Article 20 to cure or remedy the default, unless a shorter period of time is expressly set forth herein for LESSEE to cure the default in which case that shorter time period shall control. If LESSEE fails to cure or remedy the default within thirty (30) days after such notice has been served, or, in the event such default cannot reasonably be remedied within such thirty (30) day period, to commence such remedy within such period and diligently pursue it thereafter, LESSOR may, at its option, and without prejudice to

any other right or remedy, terminate this Lease and recover possession of the Premises by summary proceedings.

16.2 Additional Defaults. In addition to the events of default mentioned above, any of the following shall also constitute an event of default hereunder:

a. The making by LESSEE of any general assignment, or general arrangement for the benefit of creditors;

b. The filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days;

c. The appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises, or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or

d. The attachment, execution, or other judicial seizure of substantially all of LESSEE's assets located at the Premises, or of LESSEE's interest in this Lease, where such seizure is not discharged within thirty (30) days.

16.3 No Waiver. No waiver by LESSOR of default in any of the terms, covenants or conditions of this Lease shall be construed to be or act as a waiver of any subsequent default.

16.4 Remedies Cumulative. All remedies granted to LESSOR under this Article are cumulative and are in addition to any other rights LESSOR may have as a matter of law.

16.5 Expiration of Cause. If the basis for termination by LESSOR ceases to exist prior to a termination, the right to terminate on such basis shall cease.

17 TERMINATION BY LESSEE.

17.1 Causes. Without prejudice to any of its other remedies under law, or this Lease, LESSEE may terminate this Agreement upon thirty (30) days written notice given in accordance with ARTICLE 20, upon or after the happening of or during the continuation of any of the following events:

a. The inability of LESSEE or its sublessees to use, for a period of ninety (90) days, any material portion of the Premises or improvements thereon, because of any law, rule, regulation or other action or failure to act on the part of any governmental authority having jurisdiction thereof.

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b. The material default by LESSOR under this Lease and the failure of LESSOR to remedy such default for a period of thirty (30) days after receipt of written request or demand from LESSEE to remedy the same, or; in the event such default is incapable of being remedied within such thirty (30) day period, to commence such remedy within such period and diligently pursue it thereafter.

c. The assumption by the United States Government or any authorized agency thereof of the operation or control of Airport or any part of it in a way that substantially restricts LESSEE for a period of thirty days from conducting its operations on the Premises.

d. Discovery of a defect or condition in the Premises, including but not limited to the presence of hazardous waste or other soil problems not caused by or resulting from any action by LESSEE, its affiliated entities, owners, employees, agents, contractors, invitees, sublessees or a third party, which could be reasonably expected to have a material adverse effect on LESSEE's ability to use the Premises for the purposes contemplated by this Lease.

17.2 Expiration of Cause. If the basis for termination by LESSEE ceases to exist prior to a termination, the right to terminate on such basis shall cease.

17.3 Non-Waiver. No waiver by LESSEE of default in any of the terms, covenants or conditions of this Lease shall be construed to be or act as a waiver of any subsequent default.

17.4 Remedies Cumulative. All remedies granted to LESSEE under this article are cumulative and are in addition to any other rights LESSEE may have as a matter of law.

18 SURRENDER OF POSSESSION; CONDITION OF PREMISES.

18.1 Surrender. Upon the expiration or earlier termination of this Lease, LESSEE shall immediately surrender the Premises to LESSOR.

18.2 Condition. The Premises shall be returned to LESSOR in the same condition as maintained by LESSEE during its operation prior to surrender.

18.3 Removal of Personal Property. All buildings, structures and improvements shall be delivered to LESSOR in good condition, ordinary wear and tear excepted. Not later than thirty (30) days after the expiration or termination of this Lease, LESSEE shall remove any and all signs, trade fixtures, machinery and equipment from the Premises. LESSEE shall repair any damage caused by such removal. Upon failure of LESSEE to remove such personal property within the thirty-day period, LESSOR may at its option cause the personal property to be removed and charge LESSEE the actual costs of such removal or take title to the personal property.

18.4 Transfer to LESSOR. All permanent buildings, structures and improvements constructed, installed, erected or placed on the Premises by LESSEE or its sublessees to which LESSOR does not already have title shall automatically become the property of the LESSOR upon the expiration or earlier termination of this Lease without further action on the part of either party, without cost or charge to LESSOR, and without further conveyance or transfer to LESSOR; provided, however, that LESSEE shall, if requested by LESSOR, execute any instruments or documents reasonably required by LESSOR to evidence the vesting of title to such improvements and property.

19 GENERAL PROVISIONS.

19.1 Cumulative. Unless specifically indicated otherwise, no remedy, right, option or election set forth in any provisions of this Lease shall be deemed exclusive; rather, each shall be cumulative with other remedies in law or equity. This Lease shall be deemed both a contract between the parties and a declaration of conditions, covenants and restrictions running with the land for the duration of the Lease term or any extensions of it.

19.2 Non-Waiver. No circumstance in which LESSOR or LESSEE, either expressed or implied, consents to, suffers, or permits the doing by the other of any act or omission under this Lease shall be construed to be or shall be a waiver of any provision or condition of this Lease or shall be construed to condone any future breaches, unless the provision or condition in question is expressly waived in writing by the waiving party.

19.3 Time of Essence. Time is of the essence in the performance of all terms and conditions of this Lease.

19.4 Entire Agreement. This instrument contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agent of either party that is not contained in this instrument shall be valid or binding.

19.5 Modification. This Lease may not be enlarged, modified or altered except in writing by the parties.

19.6 Abandonment. If the Premises are abandoned, deserted or vacated by LESSEE for thirty (30) days or more, and remain so for an additional thirty (30) days after LESSOR gives LESSEE notice thereof, LESSOR may, at its option, terminate this Lease and reenter and repossess the Premises without liability to LESSEE.

19.7 Successors and Assigns Bound. All the terms, covenants and conditions of this Lease shall inure to and bind the successors and assigns of the parties to this Lease.

19.8 Article Headings. The article headings in this Lease are for convenience and reference only and are not intended to define or limit the scope of any provision of this Lease.

19.9 Severability. If any term or condition of this Lease is invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

20250529 Item 6

19.10 Applicable Law. This Lease shall be governed by the laws of the State of Arizona, and any actions to enforce or interpret the terms and provisions of this Lease shall be brought and maintained in Pima County, Arizona.

19.11 Authority. Each of the respective undersigned signatories for LESSEE and LESSOR warrant that they have authority to enter into this Lease for and on behalf of the party for whom they are signing and to legally bind such party.

19.12 Recording and Effective Date. Upon execution by all parties, this Lease shall be recorded in the office of the Pima County Recorder.

19.13 Approvals. Whenever this Lease requires the approval or consent of a party, such approval or consent shall not be unreasonably withheld or delayed.

19.14 Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

b. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the American Arbitration Association shall select the third arbitrator.

c. The arbitration proceedings shall be conducted before a panel of three neutral arbitrators, all of whom shall be members of the bar of the state of Arizona, actively engaged in the practice of law for at least 10 years.

d. The place of arbitration shall be Tucson, Arizona.

e. Disputes under this clause shall be resolved by arbitration in accordance with Title 9 of the US Code (United States Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association.

f. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrage tribunal's determination of the merits of the controversy.

g. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the chair of the arbitration panel, which determination shall be conclusive. All discoveries shall be completed within 60 days following the appointment of the arbitrators

h. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

i. The award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a statement regarding the reasons for the disposition of any claim.

20 NOTICES.

20.1 Addresses. All notices under this Lease shall be in writing, and shall be deemed sufficiently served if hand delivered or sent by certified mail, postage prepaid, to the recipient at the following address:

If to LESSOR:

Airport Manager
TOWN OF MARANA
13251 N. Lon Adams Road
Marana, Arizona 85653

Town Manager
TOWN OF MARANA
13251 N. Lon Adams Road
Marana, Arizona 85653

and with a copy to:

Daniel J. Hochuli
Daniel J. Hochuli & Associates, P.C.
Town Attorney
220 E. Wetmore Road, Suite 110
Tucson, AZ 85705

If to LESSEE:

PIMA AVIATION, INC., c/o Gary Abrams
Marana Northwest Regional Airport
Leased Premises Office
11700 W. Avra Valley Road, #86
Marana, Arizona 85653

and with copies to:

PIMA AVIATION, INC.
P.O. Box 5367
Tucson, Arizona 85703

MARK B. RAVEN, Esq.
Law Offices of Raven & Awerkamp, P.C.
One South Church Avenue
Suite 1600
Tucson, Arizona 85701-1612

20.2 Service. Service of any notice or demand by hand delivery shall be deemed complete upon the date of delivery. Service of any notice or demand by certified mail shall be deemed complete upon receipt.

20.3 Change of Address. Either party may change its address to such other addresses as such party may designate to the other in writing from time to time.

21 REPORTS TO LESSOR.

21.1 Types of Reports Required. The following reports shall be submitted to LESSOR in the manner and at the times as indicated below:

21.1.1 Monthly Based Aircraft. LESSEE shall provide to LESSOR, by the fifteenth calendar day following the end of each calendar month a list including all aircraft permanently occupying hangar, tie-down or other area within the Premises under the control of the LESSEE as well as those aircraft which are expected to be occupying any of the aforementioned areas for a cumulative total of sixty (60) days if owner or entity maintains an Arizona residency or for a total ninety (90) days if the owner or entity maintains a non-Arizona residency.

21.1.2 Fixed Rent. LESSEE shall by the fifteenth calendar day following the end of each calendar quarter submit to LESSOR a quarterly statement containing in detail the amounts and method of computation of the Fixed Rent to be paid in advance. This report shall contain, as a minimum, (a) the total amount paid to date, (b) the amounts paid for each quarter and (c) the unpaid balance remaining over the term of this Lease.

21.1.3 Percent Rent. LESSEE shall submit a report, in sufficient detail to determine Percent Rent, in accordance with the provisions and in the manner prescribed in Section 3.2, including all subsections thereof.

21.1.4 Fuel Flowage. LESSEE shall by the fifteenth calendar day following the end of each calendar quarter submit to LESSOR a quarterly statement in regard to the types and amounts of fuels for which it took delivery at the Airport. This report shall also contain the applicable computation of the Fuel Flowage Fee at the rate and in the manner prescribed in paragraph 3.3.

21.1.5 Statement of Leasing Activity. LESSEE shall by the fifteenth calendar day following the end of each calendar quarter submit to LESSOR a quarterly report in accordance with the provisions as set forth in Section 4.3.

21.1.6 Tenant Occupancy. LESSEE shall by the fifteenth calendar day following the end of each calendar quarter submit to LESSOR a quarterly report detailing the occupancy of all structures under the control of LESSEE including but not limited to "T"- hangars, Common hangars, storage facilities, tie down areas, shade ports and/or offices.

21.1.7 Rates and Fees. LESSEE shall by the fifteenth calendar day following the end of each calendar quarter submit to LESSOR a quarterly report detailing the rates and fees it intends to impose upon its customers for the following quarter. This report shall apply, but not be limited, for fuel, hangar, shade port, storage, office, land, apron, tie-down and aircraft rentals; instructional fees and maintenance and repair rates, rentals and any other service with respect to which LESSOR receives payments under this Lease. In the event an increase is needed, then LESSEE shall notify LESSOR, in writing, of the increase no later than fifteen calendars days following the day the increase becomes effective.

21.1.8 Report Format. Unless otherwise so stated the aforementioned reports and statements shall be such form and format whereby in addition to paper media, those lists, data and reports supplied shall also be accompanied by electronic data consisting of diskette, either the 3 ½" x 5" or ZIP, or compact disk in the IBM compatible format. Where the information to be disseminated is of a list and/or data type, the information shall be of a spreadsheet nature such that it can be opened, read or translated and manipulated by the Excel Program, and where the information to be disseminated is of a report in nature, the information shall be capable of being opened, read or translated, and manipulated by the Microsoft Word Program.

4/22/25 Draft

IN WITNESS WHEREOF, the parties have affixed their signatures below.

LESSOR:
TOWN OF MARANA, an Arizona Municipal Corporation

Bobby Sutton, Mayor

ATTEST:

Jocelyn Ent, Town Clerk

APPROVED AS TO FORM:

Daniel J. Hochuli
As Town Attorney and not personally

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

STATE OF ARIZONA)
) ss:
County of Pima)

The foregoing instrument was acknowledged before me this 4th day of September, 2001 by Bobby Sutton, as Mayor of the Town of Marana.

Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF ARIZONA
County of Pima
DIANE MANGIALARDI
My Appointment Expires 03-17-04

5043215 09/07/2001

LESSEE:
PIMA AVIATION, INC., an Arizona corporation,

Gary L. Abrams, President

Notary Public State of Arizona
Pima County
Robin Crowe
Expires July 26, 2005

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 4th day of ~~August~~ September, 2001 by Gary L. Abrams, as President of Pima Aviation, Inc.

Robin Crowe
Notary Public

My Commission Expires: July 26, 2005

11702915 05/23/2002

EHXIBITS:

A. Map of area covered under FBO Lease.

B. Future Legal Description of the area covered under FBO Lease.

C. Structures which may have to be removed.

D. Public Areas included in Leasehold Premises.

E. Public Airport Facilities

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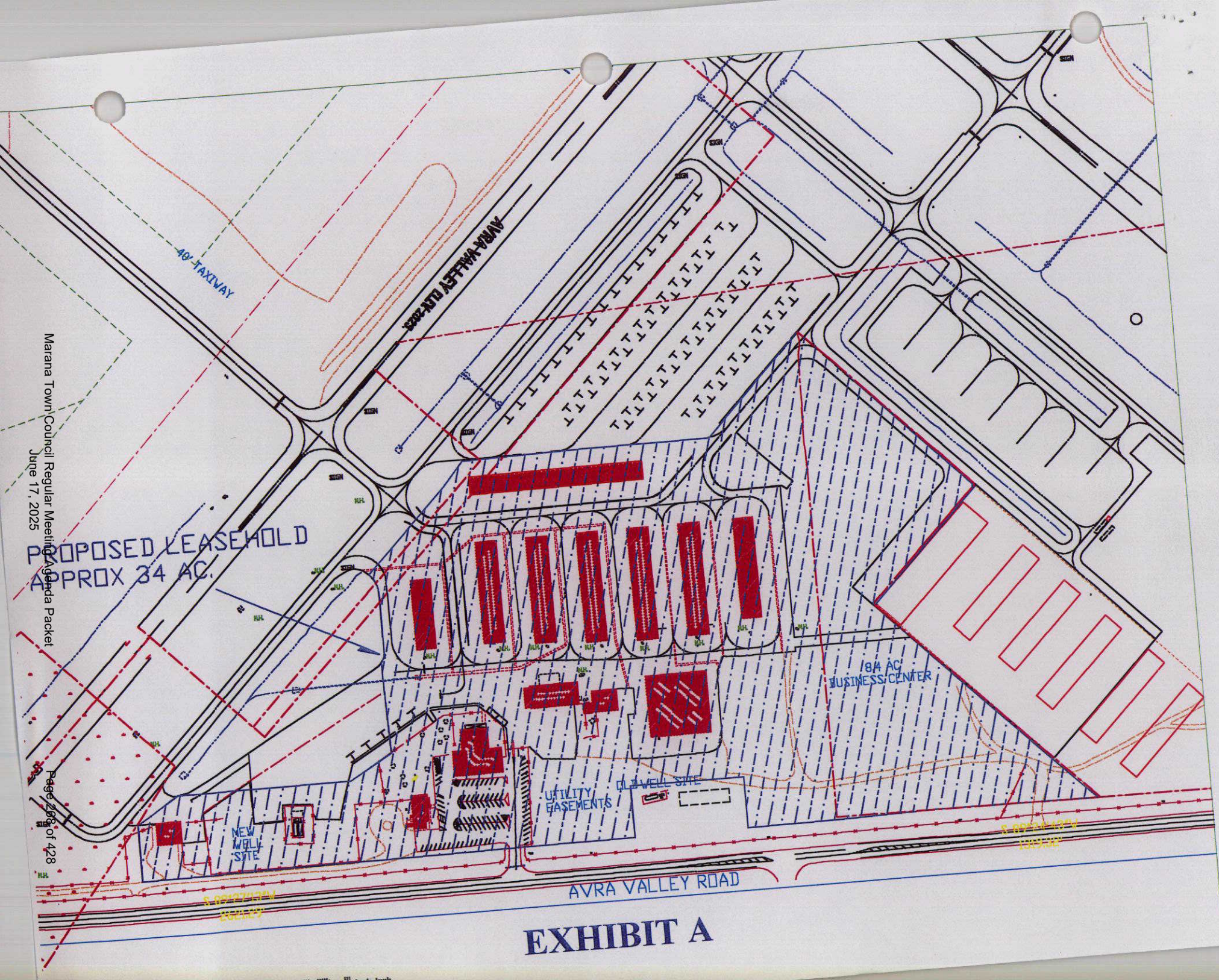

40' TAXIWAY
AVRA VALLEY ELEC. PWR.
PROPOSED LEASEHOLD
APPROX 34 AC.
18/4 AC
BUSINESS CENTER
NEW
WELL
SITE
UTILITY
EASEMENTS
OLD WELL SITE
AVRA VALLEY ROAD

EXHIBIT A

EXHIBIT B

F.B.O. LEASE

PARCEL DESCRIPTION
(F.B.O. LEASE)

Prepared by
CARLSON-PUTT SURVEYORS, INC.
2251 N. Indian Ruins Road, Suite A
Tucson, Arizona 85715
Job No. 178-98A
Page 1 of 2 Pages

November 27, 2001

That portion of Sections 9 and 10, Township 12 South, Range 11 East, Gila & Salt River Meridian, Pima County, Arizona more particularly described as follows:

COMMENCING at the East Quarter corner of said Section 9;

THENCE along the Center Section line of said Section 9, South 89° 27' 13" West, 1579.00 feet;

THENCE North 00° 32' 47" West, 80.00 feet to the **POINT OF BEGINNING**;

THENCE continuing North 00° 32' 47" West, 111.10 feet;

THENCE North 45° 05' 45" East, 45.10 feet;

THENCE North 89° 27' 13" East, 80.26 feet;

THENCE North 75° 39' 12" East, 53.85 feet

THENCE North 61° 06' 51" East, 528.76 feet;

THENCE North 00° 32' 47" West, 72.57 feet to the beginning of a non-tangent curve to the left having a radius of 43.98 feet, from which a radial line bears North 39° 14' 47" West;

THENCE 39.38 feet along the arc of said non-tangent curve to the left, through a central angle of 51° 18' 00" (the chord of which bears North 25° 06' 13" East, a distance of 38.07 feet) to a point of tangency;

THENCE North 00° 32' 47" West, 143.89 feet to the beginning of a tangent curve to the left having a radius of 65.16 feet;

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THENCE 66.68 feet along the arc of said curve to the left, through a central angle of 58° 37' 34" (the chord of which bears North 29° 51' 34" West, a distance of 63.81 feet) to a point of cusp from which a radial line bears South 30° 49' 39" West;

THENCE North 45°05'45" East, 361.72 feet;

THENCE North 89°27'13" East, 678.46 feet;

THENCE North 45°05'45" East, 271.90 feet;

THENCE South 44°53'52" East, 475.01 feet;

THENCE South 45°05'45" West, 370.78 feet;

THENCE South 44°53'52" East, 778.10 feet to a point being 80.00 feet North of the center of section line of said Section 10;

THENCE South 89°24'35" West, along a line being 80.00 feet North of and parallel with said center of section line, 778.79 feet to the West line of said Section 10;

THENCE South 89°27'13" West, along a line being 80.00 feet North of and parallel with the center of section line of said Section 9, a distance of 80.00 feet;

THENCE North 00°32'47" West, 125.00 feet;

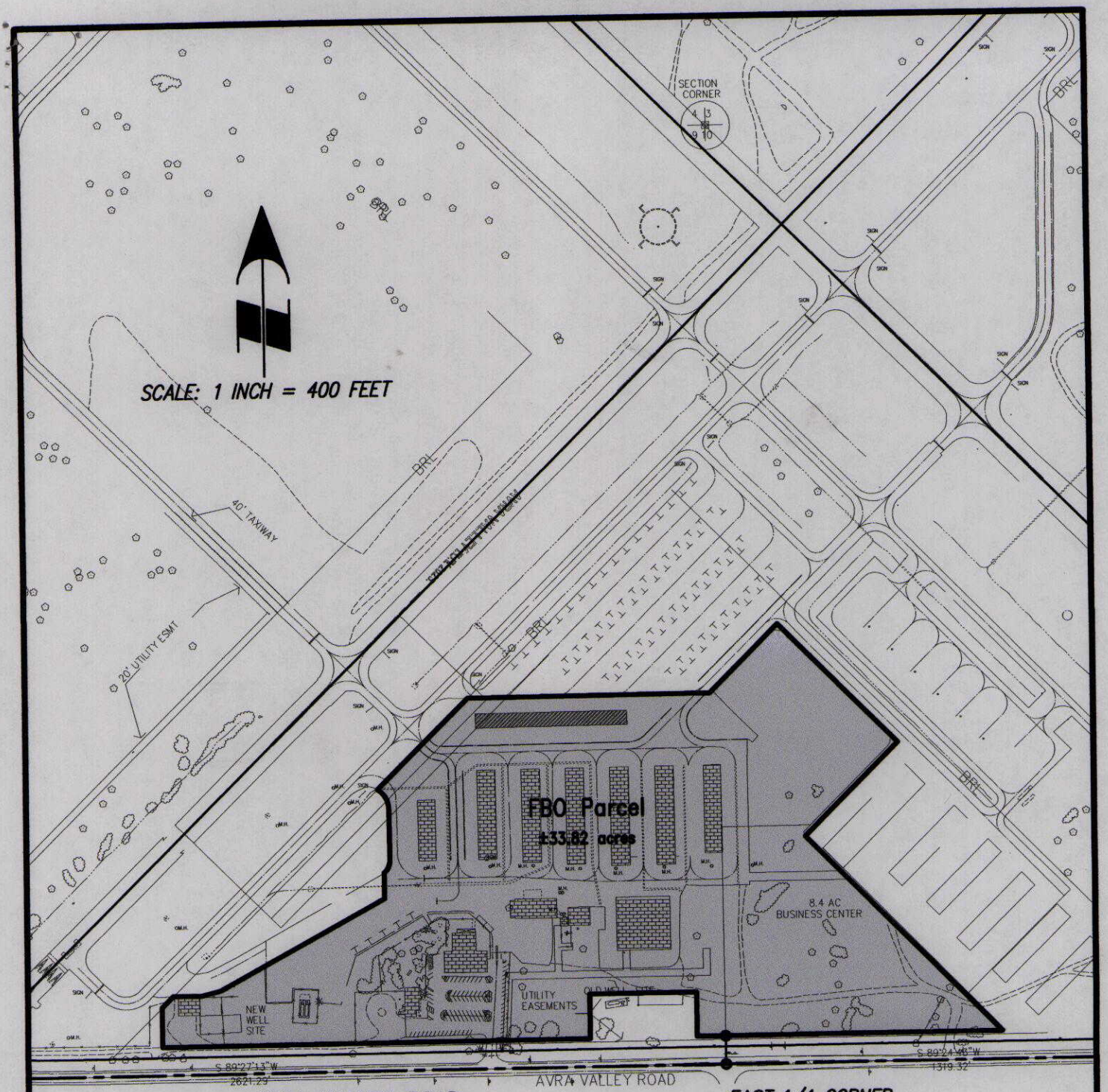
THENCE South 89°27'13" West, 300.00 feet;

THENCE South 00°32'47" East, 125.00 feet to a point being 80.00 feet North of the center of section line of said Section 9;

THENCE South 89°27'13" West, along a line being 80.00 feet North of and parallel with said center of section line, 1199.02 feet to the **POINT OF BEGINNING**.

Said parcel contains an approximate area of 1,473,279 square feet or 33.82 acres, more or less.





MARANA NORTHWEST REGIONAL AIRPORT
F.B.O. LEASE
TOTAL AREA: ±33.82 ACRES

DRAWN	PMC
DATE	NOVEMBER 26, 2001
JOB No.	
SHT. 1	OF 1

CARLSON-PUTT SURVEYORS
2251 N. INDIAN RUINS RD., SUITE A, TUCSON, AZ 85715
TELEPHONE: (520) 298-3878 FAX: (520)722-1122

APPROVAL OF LEGAL DESCRIPTION BASED UPON SURVEY PREPARED BY CARLSON-PUTT SURVEYORS, INC. DATED NOVEMBER 27, 2001

TOWN OF MARANA
LESSOR

Mike Hein
Town Manager

PIMA AVIATION, INC.
an Arizona corporation
LESSEE

Gary Abrams
President

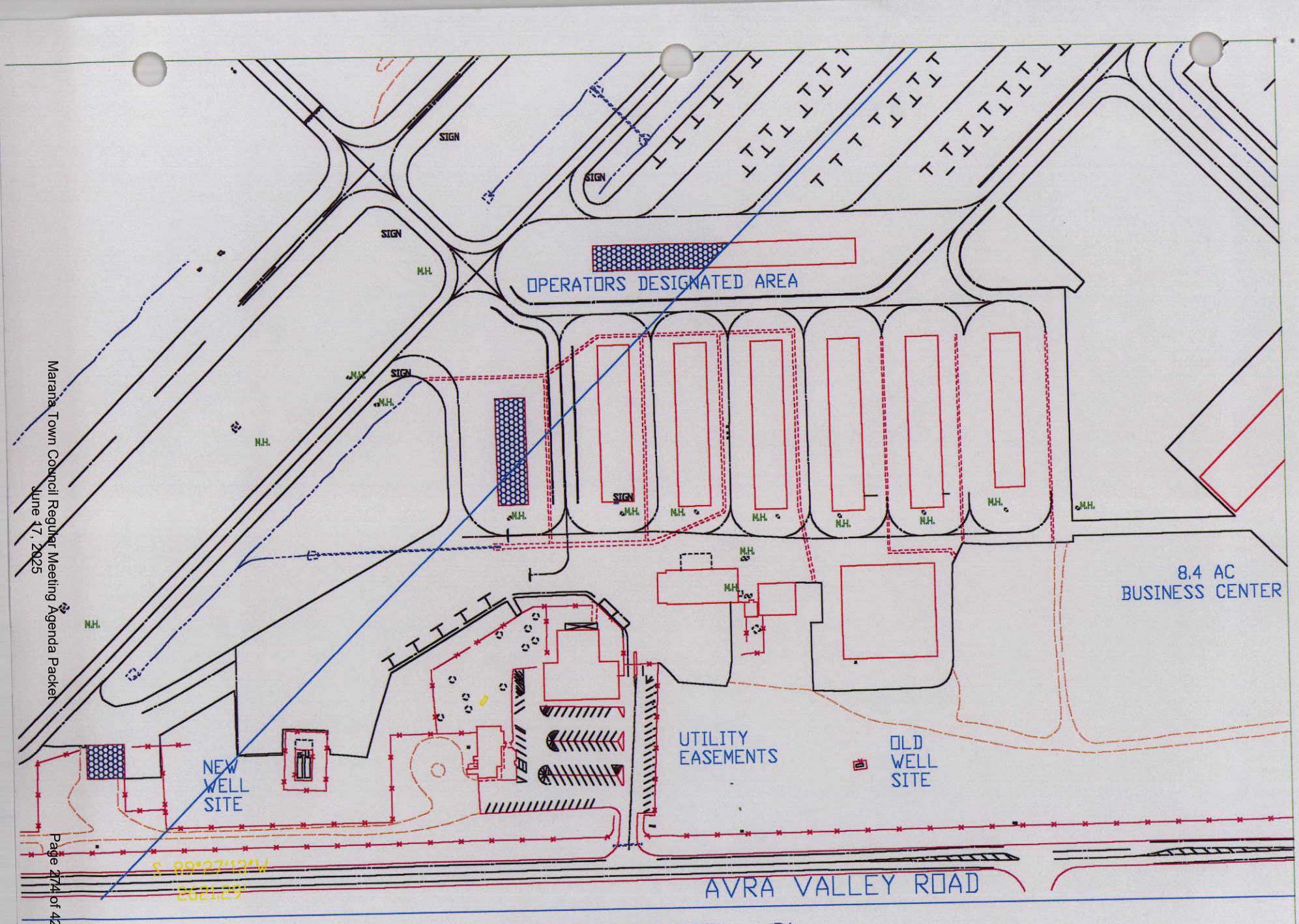

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OPERATORS DESIGNATED AREA
8.4 AC
BUSINESS CENTER
NEW
WELL
SITE
UTILITY
EASEMENTS
OLD
WELL
SITE
S 89°27'13"W
AVRA VALLEY ROAD

EXHIBIT C

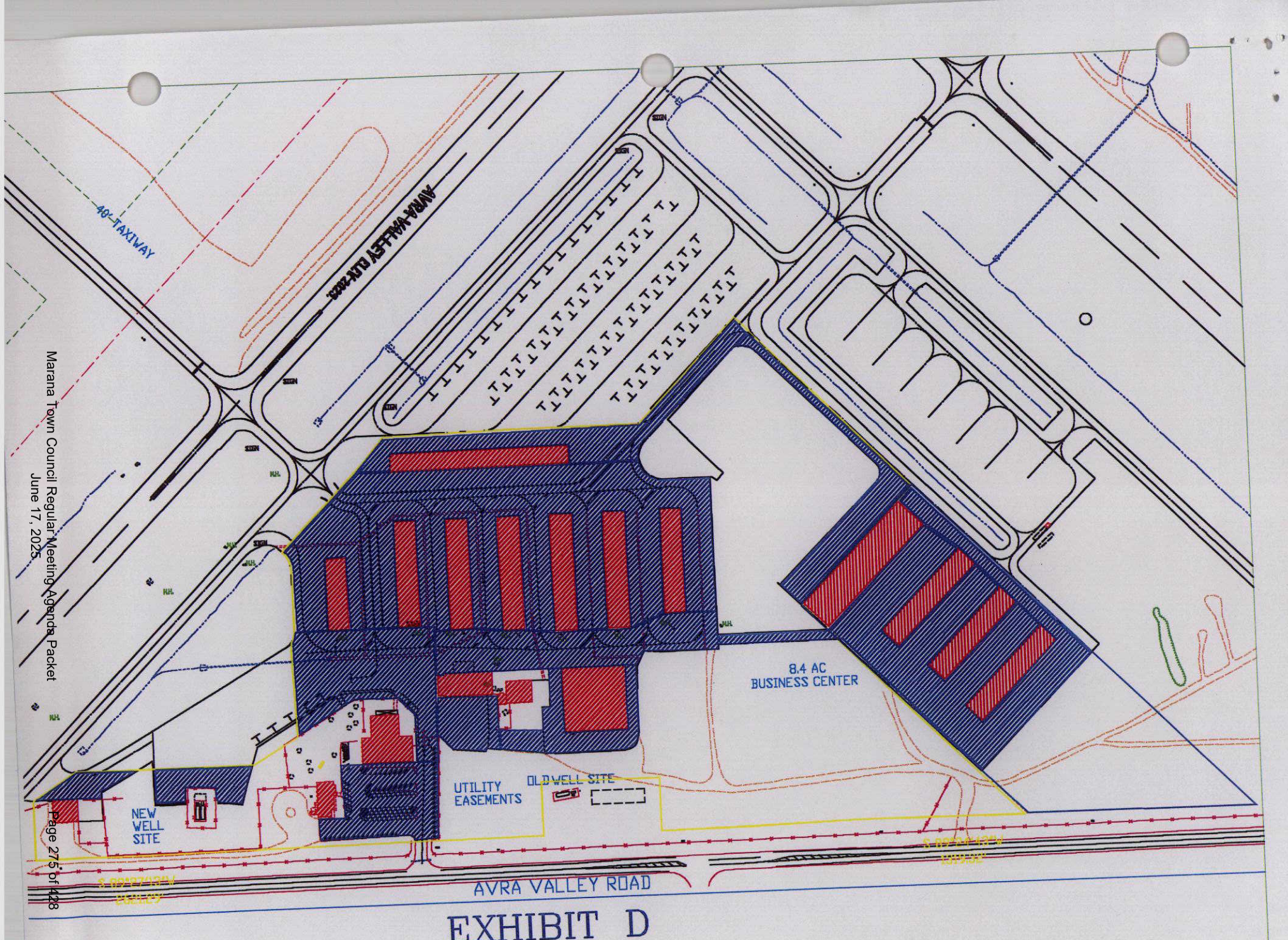

40' TAXIWAY
AVRA VALLEY ELEM. SCHOOL
8.4 AC
BUSINESS CENTER
UTILITY
EASEMENTS
OLD WELL SITE
NEW
WELL
SITE
AVRA VALLEY ROAD

EXHIBIT D

F. ANN RODRIGUEZ, RECORDER
Recorded By: VJG
DEPUTY RECORDER
4967

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20181630106
NO. PAGES: 11
06/12/2018
10:09:43

FIRST AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT (this "First Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Lessor") and PIMA AVIATION, INC., an Arizona corporation ("Lessee"). Lessor and Lessee are collectively referred to in this First Amendment as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "First Amended FBO Lease Agreement" made and entered into on September 4, 2001 (the "Lease"), by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (formerly the Marana Northwest Regional Airport), 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona (the "Premises"). The Lease was recorded in the office of the Recorder of Pima County, Arizona, on December 28, 2001, at Docket 11705, Page 5191 (Sequence 20012501212).

B. The Premises are more particularly described in the legal description and map attached to and incorporated by reference within the Lease as Exhibit B.

C. Paragraph 19.5 of the Lease provides that the Lease may not be enlarged, modified or altered except in writing by the Parties.

D. The Parties desire to amend the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Lease and this First Amendment, the Parties agree as follows:

1. Description of Premises. Article 1 ("Description of Premises") of the Lease is hereby amended to revise the description of the Premises that are the subject of the Lease as follows: The parcel of land identified in Exhibit B to the Lease as "FBO Parcel," is hereby defined and described as set forth in the revised legal description and map attached to this First Amendment as Exhibit 1, and incorporated by this reference within the Lease. The revised legal description and map reduce the acreage of the Premises from approximately 33.82 acres to approximately 31.484 acres.

2. Rules and Regulations. Article 12 ("Rules and Regulations") of the Lease is hereby deleted in its entirety and replaced with the following:

12.1 Lessee shall at all times comply with all federal, state or local government agreements, laws, ordinances, rules, regulations, and grant assurances applicable to the Airport, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Premises or the use thereof, including, without

limitation, order of the United States Department of Transportation ("DOT"), FAA, the United States Department of Homeland Security ("DHS") and the United States Environmental Protection Agency ("EPA") (collectively "Laws, Rules and Regulations") which are applicable to its operations, the Premises (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Airport, including all Laws, Rules and Regulations adopted after the Effective Date of this Lease. Lessee shall display to Lessor, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease.

12.2 Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that, in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, to maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("CFR"), DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

12.3. Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Premises; (2) in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (3) Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

12.4. In the event of breach of any of the above nondiscrimination covenants (paragraphs 12.2 and 12.3), Lessor may terminate this Lease and reenter and repossess the Premises and hold the Premises as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

12.5. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

12.6. Noncompliance with paragraph 12.5 above constitutes a material breach of this Lease and in the event of noncompliance, Lessor may terminate this Lease without liability, or, at the election of Lessor or the United States, either may judicially enforce paragraph 12.5.

12.7. Lessee shall insert the provisions set forth in paragraphs 12.2 through 12.6 above, and any others required that may be required by the FAA or other governmental entity, in any sublease or other document by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises.

12.8. Lessee shall undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this paragraph. Lessee shall require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E. to the same effect.

12.9. Lessor reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or view of Lessee, and Lessee shall not interfere with, or hinder, Lessor in this regard. Lessor shall use its best efforts to do so without interfering with or hindering Lessee's operation. Lessee shall not be required to bear any of the cost or expense of construction and maintenance of such improvements.

12.10. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

12.11. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States relative to the development, operation or maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under the Lease that would cause any noncompliance with such obligations of the sponsor. The Parties agree that, to the extent any provisions of the Lease are in noncompliance with such obligations, the Parties shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.

12.12. Lessee shall comply with the notification and review requirements covered in Federal Aviation Regulations ("FAR") Part 77 in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises.

12.13. Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises that exceeds the mean sea level elevations contained in FAR Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending

structure or object and cut the offending tree, all of which shall be at the expense of Lessee.

12.14. Lessee specifically understands and agrees that nothing contained in the Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) and § 47107(a)(4).

3. Reservation of Easement. Article 14 ("Reservation of Easement") of the Lease is hereby deleted in its entirety and replaced with the following:

14.1 There is hereby reserved to Lessor, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operation on the Airport.

14.2 Lessee shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

4. Effective Date of First Amendment. This First Amendment shall be effective as of the signature date of the last Party to sign this First Amendment.

5. Recordation. Lessor shall at its expense record this First Amendment in the office of the Recorder of Pima County, Arizona within ten days of execution of this First Amendment by all Parties.

6. Other Terms and Provisions. All other terms and provisions of the Lease and its exhibits not specifically changed by this First Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this First Amendment unless otherwise expressly stated.

7. Recitals. The recitals set forth at the beginning of this First Amendment are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

8. Entire Agreement. This First Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this First Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this First Amendment.

9. Severability. If any provision of this First Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this First Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this First Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this First Amendment shall be deemed reformed accordingly.

10. Governing Law. This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this First Amendment shall be brought and maintained in Pima County, Arizona.

11. Interpretation. This First Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any Party.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:

TOWN OF MARANA, an Arizona municipal corporation

By: Ed Honea
Ed Honea, Mayor

Date: 6/5/2018

LESSEE:

PIMA AVIATION, INC., an Arizona corporation

By:
Gary L. Abrams, President

Date: 5/24/18

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

for
Frank Cassidy, Town Attorney

STATE OF AZ)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this 22nd day of MAY, 2018, by Gary L. Abrams, President of PIMA AVIATION, INC., an Arizona corporation on behalf of the corporation.

(Seal)

CRYSTAL LEE BREEDING
Notary Public - Arizona
Pima County
My Comm. Expires Aug 31, 2020

Notary Public

LIST OF EXHIBITS

Exhibit 1: Legal Description of Lease FBO Parcel, as revised

EXHIBIT 1

DOWL

INSPIRATION - INNOVATION - INTEGRITY

LEGAL DESCRIPTION

(F.B.O. LEASE)

A parcel of land lying within a portion of the Northeast Quarter of Section 9 and the Northwest Quarter of Section 10, Township 12 South, Range 11 East, Gila & Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a found 3" brass capped survey monument with marking not legible, being at the East ¼ corner of Section 9, from which a found 2" brass capped survey monument being at the Northeast Section corner of said Section 9 bears, North 00°31'56" West a distance of 2643.57 feet;

THENCE from **COMMENCEMENT POINT**, along the East Section line of said Section 9, North 00°31'56" West a distance of 208.10 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 89°23'58" West a distance of 451.12 feet to a point;

THENCE North 07°15'03" West a distance of 24.71 feet to a point;

THENCE South 88°58'24" West a distance of 131.84 feet to a point;

THENCE North 00°34'12" East a distance of 96.50 feet to a point;

THENCE South 89°17'47" West a distance of 84.38 feet to a point;

THENCE South 00°31'48" East a distance of 38.33 feet to a point;

THENCE South 02°43'27" West a distance of 209.37 feet to a point;

THENCE South 89°27'13" West a distance of 898.76 feet to a point;

THENCE North 00°32'47" West a distance of 111.10 feet to a point;

THENCE North 45°05'45" East a distance of 45.10 feet to a point;

THENCE North 89°27'13" East a distance of 80.26 feet to a point;

THENCE North 75°39'12" East a distance of 53.85 feet to a point;

THENCE North 61°06'51" East a distance of 528.76 feet to a point;

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THENCE North 00°32'47" West a distance of 72.57 feet to a point on a non-tangent curve to the left;

THENCE along said non-tangent curve to the left with a radius of 43.98 feet, an arc length of 39.38 feet, a central angle of 51°18'00", with a chord bearing of North 25°06'13" East, and a chord distance of 38.08 feet to a point;

THENCE North 00°32'47" West a distance of 143.89 feet to a point on a tangent curve to the left;

THENCE along said tangent curve to the left with a radius of 65.16 feet, an arc length of 66.67 feet, a central angle of 58°37'34", with a chord bearing of North 29°51'34" West, and a chord distance of 63.80 feet to a point;

THENCE North 45°05'45" East a distance of 361.72 feet to a point;

THENCE North 89°27'13" East a distance of 678.46 feet to a point;

THENCE North 45°05'45" East a distance of 271.90 feet to a point;

THENCE South 44°53'52" East a distance of 475.01 feet to a point;

THENCE South 45°05'45" West a distance of 370.78 feet to a point;

THENCE South 44°53'52" East a distance of 778.10 feet to a point;

THENCE South 89°24'35" West a distance of 428.84 feet to a point;

THENCE North 02°51'50" West a distance of 128.26 feet to a point;

THENCE South 89°23'58" West a distance of 344.74 feet to the said **TRUE POINT OF BEGINNING**.

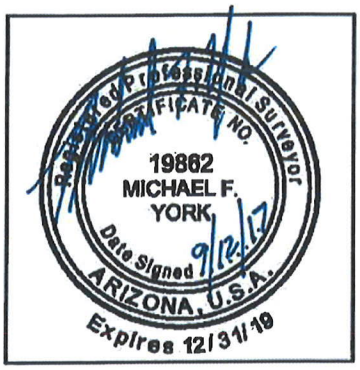
The above described parcel contains approximately 1,371,426 square feet or 31.484 acres more or less.

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DOWL

INSPIRATION - INNOVATION - INTEGRITY

Prepared for purpose of:	*Lease Parcel Description*
Prepared for :	*Marana Regional Airport*
Prepared by:	*Michael F. York, RLS*
Prepared on behalf of:	*DOWL*
Prepared on:	*9/11/2017*

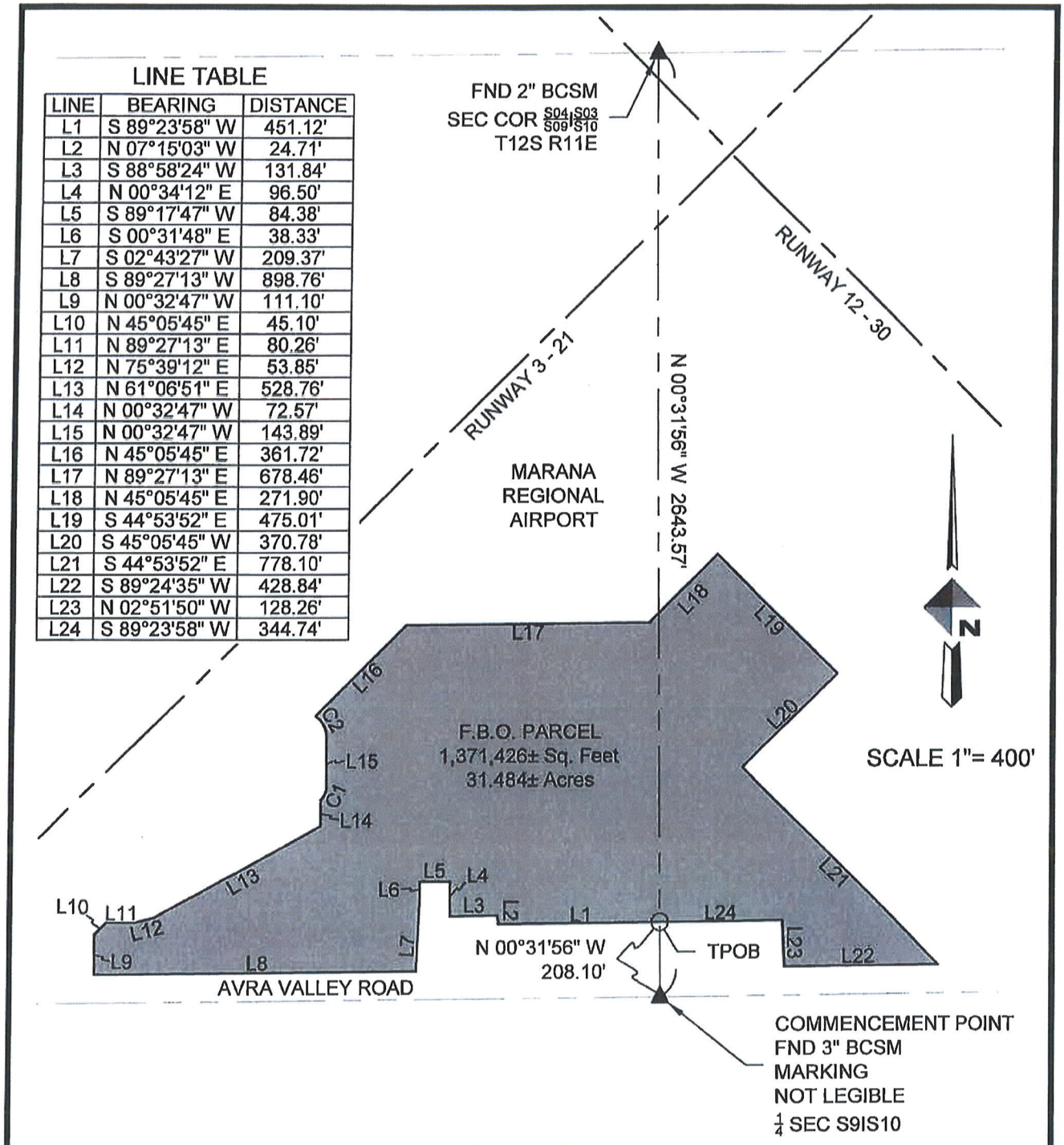


DOWL accepts no liability for this legal description if it has been modified or reformatted in any way, for any reason, from its original format and content or used for any purpose other than that for which it was prepared.

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LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°23'58" W	451.12'
L2	N 07°15'03" W	24.71'
L3	S 88°58'24" W	131.84'
L4	N 00°34'12" E	96.50'
L5	S 89°17'47" W	84.38'
L6	S 00°31'48" E	38.33'
L7	S 02°43'27" W	209.37'
L8	S 89°27'13" W	898.76'
L9	N 00°32'47" W	111.10'
L10	N 45°05'45" E	45.10'
L11	N 89°27'13" E	80.26'
L12	N 75°39'12" E	53.85'
L13	N 61°06'51" E	528.76'
L14	N 00°32'47" W	72.57'
L15	N 00°32'47" W	143.89'
L16	N 45°05'45" E	361.72'
L17	N 89°27'13" E	678.46'
L18	N 45°05'45" E	271.90'
L19	S 44°53'52" E	475.01'
L20	S 45°05'45" W	370.78'
L21	S 44°53'52" E	778.10'
L22	S 89°24'35" W	428.84'
L23	N 02°51'50" W	128.26'
L24	S 89°23'58" W	344.74'



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	51°18'00"	43.98'	39.38'	N 25°06'13" E	38.08'
C2	58°37'34"	65.16'	66.67'	N 29°51'34" W	63.80'

DOWL

EXHIBIT FOR LEGAL DESCRIPTION

41284-02
9/11/2017
PAGE 1 OF 1

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GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: LW
DEPUTY RECORDER
41

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20212210213
NO. PAGES: 9
08/09/2021
11:22:51

SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT

THIS SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT (this "Second Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Lessor") and PIMA AVIATION, INC., an Arizona corporation ("Lessee"). Lessor and Lessee are collectively referred to in this Second Amendment as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "First Amended FBO Lease Agreement" made and entered into on September 4, 2001 (the "Lease"), by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (the "Airport") (formerly the Marana Northwest Regional Airport), 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona (the "Premises"). The Lease was recorded in the office of the Recorder of Pima County, Arizona, on December 28, 2001, at Docket 11705, Page 5191 (Sequence 20012501212).

B. Effective June 5, 2018, the Parties entered into the First Amendment to the First Amended FBO Lease Agreement (the "First Amendment") to amend the Lease to revise the description of the Premises that are the subject of the Lease, and to incorporate updated provisions regarding airport rules and regulations and reservations of easements. The First Amendment was recorded in the office of the Recorder of Pima County, Arizona, on June 12, 2018, at Sequence 20181630106.

C. The Premises are more particularly described in the legal description and map attached to the First Amendment as Exhibit 1, and incorporated by reference within the Lease.

D. Paragraph 3.1 of the Lease provides that Lessee shall pay Lessor Fixed Rent on a per acre basis for the Premises.

E. Paragraph 3.2 of the Lease provides that in addition to the Fixed Rent set forth in paragraph 3.1 of the Lease, Lessee shall pay Lessor Percentage Rent based on Lessee's gross rents on subleases and Lessee's collection of Use Fees for various facilities on the Premises.

F. The Town was awarded grant funding from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the complete removal and new construction of approximately one million square feet of pavement at the Airport (the "Project"), approximately consisting of the transient open tie-downs, terminal aprons, west helicopter apron, and 1,600 feet of taxiway B between taxiway B2 and taxiway A (the "Project Area"). The FAA determined that certain areas on the Premises within the Project Area and included within the scope of the Project were not eligible for AIP funding. These areas are depicted on the map attached to this Second Amendment as Exhibit 2 and incorporated by this reference within the Lease (the "Non-AIP Eligible Areas").

G. Phase C of the Project included construction on a portion of the Premises that are the subject of the Lease.

H. Paragraph 1.3.2 of the Lease provides that Lessee agrees and acknowledges that certain structures on the Premises may need to be removed from their location on the Premises at a later date upon implementation of improvements at the Airport, and provides a process for removal of the structures or any one of them. Paragraph 1.3.2 also provides that if a structure is removed, the land associated with the structure shall remain a part of the Premises that are the subject of the Lease, subject to the terms and restrictions of the Lease.

I. The FAA determined that as a part of the Project, the building identified as Building 101 on Exhibit 2 was required to be removed from the Project Area.

J. Paragraph 19.5 of the Lease provides that the Lease may not be enlarged, modified or altered except in writing by the Parties.

K. The Parties desire to amend the Lease, as previously amended, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Lease, as previously amended, and this Second Amendment, the Parties agree as follows:

1. Description of Premises. Article 1 ("Description of Premises") of the Lease, as previously amended, is hereby amended as follows.

   a. Premises. Paragraph 1.1 of the Lease is hereby amended to revise the description of the Premises that are the subject of the Lease to add a parcel of land consisting of approximately five acres, as described and depicted in the legal description and map attached to this Second Amendment as Exhibit 1, and incorporated by this reference within the Lease. The addition of this parcel to the Premises increases the acreage of the Premises from approximately 31.484 acres to approximately 36.484 acres.

   b. Removal of Building 101 from Premises. Article 1 is hereby amended to provide for an alternative removal process for Building 101. In lieu of the process for removal set forth in paragraph 1.3.2 of the Lease, the Parties shall proceed as follows:

      i. Lessee removed Building 101 and its contents from the Premises on or about February 28, 2019.

      ii. Lessor shall reimburse Lessee up to $125,000.00 for expenses for packing and relocation of the contents of Building 101. Lessee shall provide Lessor with invoices documenting Lessee's expenses.

2. Compensation. Notwithstanding the provisions of paragraphs 3.1 and 3.2 of the Lease, Lessee's obligation to pay to Lessor Fixed Rent and Percentage Rent (together referred to as "Rent") on the portions of the Premises included within the Project Area is hereby waived for the period of time that those portions were under construction.

   a. Rent on the portion of the Premises labeled as "C.1" on the map attached to this Second Amendment as Exhibit 3 and incorporated by this reference within the

Lease is hereby waived during the time period of June 3, 2019 through August 8, 2019, resulting in a total amount of $3,691.87 in Rent waived. The portion of the Premises labeled as C.1 on Exhibit 3 includes approximately 10.49 acres of the Premises, and includes Hangars 102-10 through 102-14, 103-15 through 103-27, 104-28 through 104-38, and 105-39 through 105-44, Building 75, and Shadeports 1 through 28.

b. Rent on the portion of the Premises labeled as "C.2" on Exhibit 3 is hereby waived during the time period of August 12, 2019 through November 7, 2019, resulting in a total amount of $3,314.52 in Rent waived. The portion of the Premises labeled as C.2 on Exhibit 3 includes approximately 7.87 acres of the Premises, and includes Hangars 105-45 through 105-50, 106-51 through 106-62, and 107-63 through 107-68, and Storage Units 106A, 107A, and 107B.

3. Funding for Construction of Non-AIP Eligible Areas. The Parties hereby agree to share the costs of construction of the Non-AIP Eligible Areas of the Project as follows:

a. Lessor shall pay the construction costs for the Non-AIP Eligible Areas surrounding the buildings identified as Buildings 83, 102, 103, 104, 105, 106, and 107, and the area identified as Covered Aircraft Parking on Exhibit 2.

b. Lessee shall contribute $45,410.71 towards the construction costs for the Non-AIP Eligible Areas surrounding the buildings identified as Buildings 75, 76, 86, and 87 on Exhibit 2.

4. Payment. Based on the payments due to each Party under paragraphs 1(b), 2(a) and (b), and 3(b) above, Lessor shall submit payment in the amount of $86,595.68 to Lessee within 30 days of the Effective Date of this Second Amendment, calculated as follows:

$125,000.00	Lessor to Lessee - Building 101 removal (paragraph 1(b))
+ 3,691.87	Lessor to Lessee - credit for Rent for phase C.1 (paragraph 2(a))
+ 3,314.52	Lessor to Lessee – credit for Rent for phase C.2 (paragraph 2(b))
- 45,410.71	Lessee to Lessor – contribution to construction (paragraph 3(b))
$ 86,595.68	Total Lessor to Lessee

5. Construction of Improvements to Five-Acre Parcel. Lessee shall proceed with construction of improvements to the five-acre parcel added to the Premises by paragraph 1(a) above as soon as practicable and within a reasonable period of time as required by FAA regulations, advisory circulars and grant assurances, including without limitation, advisory circular 150/5190-6 and grant assurance 23 which prohibit the granting of exclusive rights at federally-funded airports.

a. At the latest, Lessee shall begin actual construction of improvements no later than 10 years after the Effective Date of this Second Amendment, and shall cause the construction to be diligently pursued, without a halt in construction and without demobilization, to completion and acceptance.

b. If Lessee fails to begin actual construction of improvements on the five-acre parcel within the specified 10-year period, Lessor shall notify Lessee in writing that Lessee is in default of the provisions of this paragraph and that the five-acre

parcel will be removed from the Premises that are the subject of the Lease unless Lessee cures the default by beginning actual construction of improvements within 30 days of Lessee's receipt of the notice.

6. Effective Date of Second Amendment. This Second Amendment shall be effective as of the signature date of the last Party to sign this Second Amendment ("Effective Date").

7. Recordation. Lessor shall at its expense record this Second Amendment in the office of the Recorder of Pima County, Arizona within ten days of execution of this Second Amendment by all Parties.

8. Other Terms and Provisions. All other terms and provisions of the Lease and its exhibits, as previously amended, not specifically changed by this Second Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease, as previously amended. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this Second Amendment unless otherwise expressly stated.

9. Recitals. The recitals set forth at the beginning of this Second Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

10. Entire Agreement. This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Second Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Second Amendment.

11. Severability. If any provision of this Second Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Second Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Second Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Second Amendment shall be deemed reformed accordingly.

12. Governing Law. This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Second Amendment shall be brought and maintained in Pima County, Arizona.

13. Interpretation. This Second Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this Second Amendment for purposes of construing any portion of this Second Amendment for or against any Party.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 8-5-2021

LESSEE:

PIMA AVIATION, INC., an Arizona corporation

By: _____
Gary L. Abrams, President

Date: 6/11/21

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

STATE OF Arizona)
ss.
County of Pima)

The foregoing instrument was acknowledged before me this 11th day of June, 2021, by Gary L. Abrams, President of PIMA AVIATION, INC., an Arizona corporation on behalf of the corporation.

(Seal)

NICOLE WEINING
Notary Public - State of Arizona
PIMA COUNTY
Commission # 554283
Expires December 19, 2022

_____
Notary Public

LIST OF EXHIBITS

Exhibit 1: Legal Description and Map of 5-Acre Parcel Added to Premises

Exhibit 2: Map of Marana Regional Airport Non-AIP Funded Areas

Exhibit 3: Map of Portions (C.1 and C.2) of Premises Included in Project Area

AZTEC
LAND SURVEYING, INC.
7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA
PHONE: (520) 490-2027 FAX: (480) 963-2147

DESCRIPTION OF '5 ACRE PLOT' PARCEL

That Portion of the North Half (N2) of Section 10, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and also being a portion of that 32.72 acre parcel described in Docket 11122 at page 1560 and shown as parcel 2B on Record of survey recorded at Seq. 20133610161 described as Follows:

Commencing at the Northwest Corner of Said Section 10,
Thence upon the North Line of said Section 10, North 89°26'42" East, a distance of 1317.39 feet to the Northwest Corner of the East Half of the Northwest Quarter (E2NW4) of said Section 10;
Thence continuing upon said North Line of Section 10, North 89°26'42" East, a distance of 404.15' feet;
Thence South 00°34'21"East, a distance of 7.98 feet to the POINT OF BEGINNING;

Thence South 45°05'10"West, a distance of 284.70' feet;
Thence South 44°53'50"East, a distance of 765.03 feet;
Thence North 45°05'10"East, a distance of 284.70' feet;
Thence North 44°53'50"West, a distance of 765.03 feet to the POINT OF BEGINNING;

Said Parcel contains 217,800 square feet or 5.000 acres of land, more or less.

Prepared by
David A. Rhine, RLS
AZTEC Land Surveying, Inc.

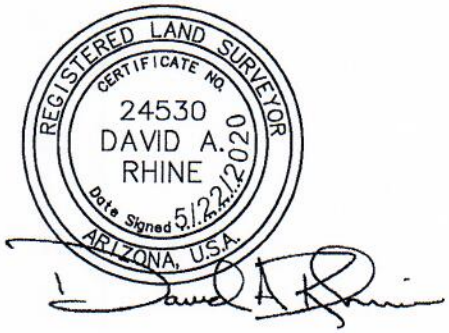
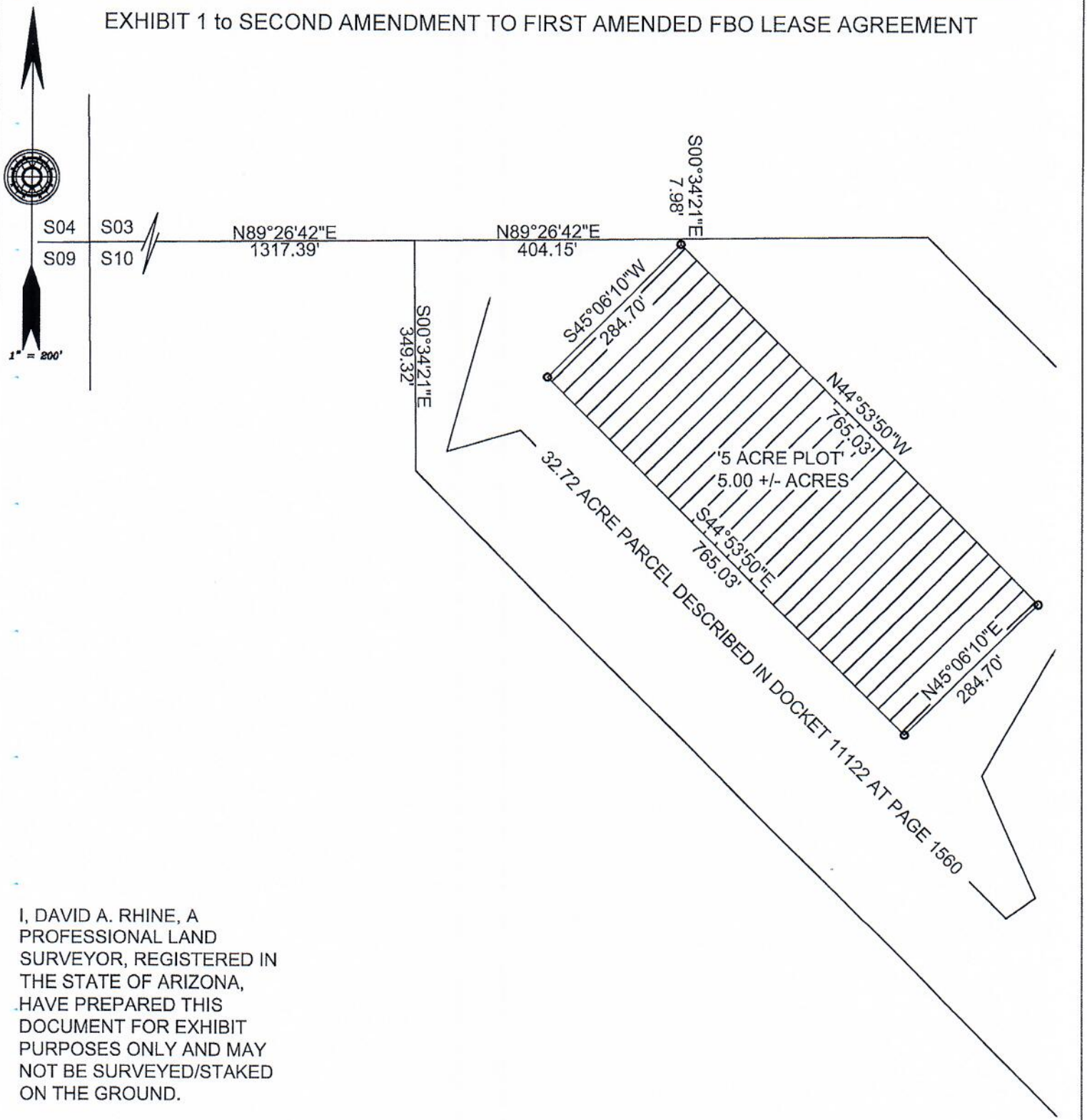


EXHIBIT 1 to SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT



I, DAVID A. RHINE, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, HAVE PREPARED THIS DOCUMENT FOR EXHIBIT PURPOSES ONLY AND MAY NOT BE SURVEYED/STAKED ON THE GROUND.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24530
DAVID A. RHINE
Date Signed 5/22/2020
ARIZONA, U.S.A.

AZTEC LAND SURVEYING, INC.
7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA
PHONE: (520) 490-2027 FAX: (480) 963-2147

EXHIBIT 'A' DRAWING

A Portion of the North Half (N2) of Section 10, Township 12 South, Range 11 East, Gila and Salt River Meridian, PIMA COUNTY, ARIZONA

SECTION 10, T12S, R11E, G&SRM PIMA COUNTY, ARIZONA

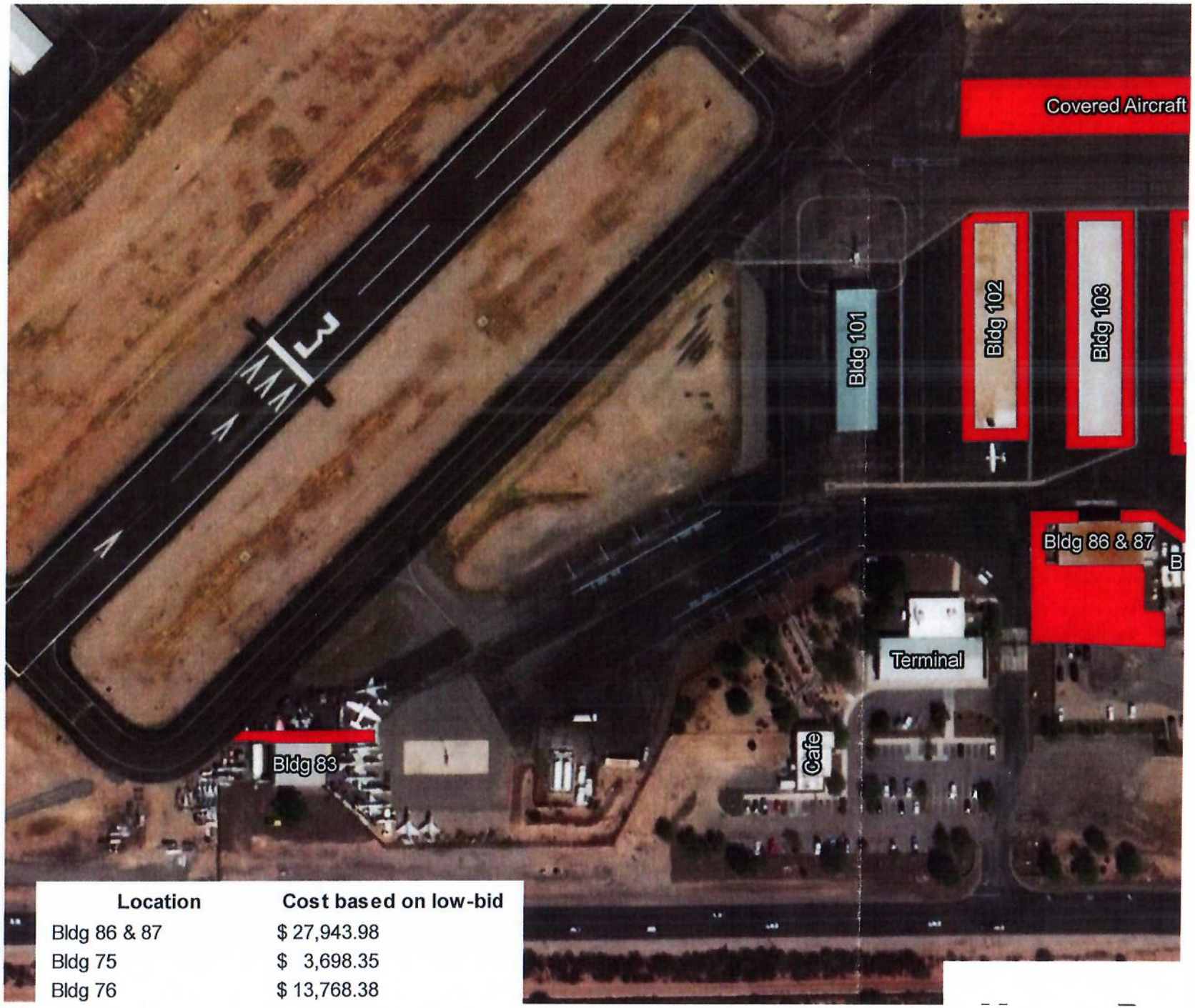
Drn. DAR Ck'd DAR

Scale: 1" = 200'

DATE: 5/08/2020 | Job No. 46419 | Sheet 2 of 2

ECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT

EXHIBIT 2 to SECOND AMENDMENT TO FIRST AMENDED FBO LE



Location	Cost based on low-bid
Bldg 86 & 87	$ 27,943.98
Bldg 75	$ 3,698.35
Bldg 76	$ 13,768.38

Council-Regular Meeting **A4**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 17, 2025

Strategic Plan Focus Area:
Vibrant Community, Proactive Public Services

Subject: Resolution No. 2025-069: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement (Jane Fairall)

Discussion:

On June 29, 2020, the Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office, along with the Amended and Restated Vanderbilt Farms Development Agreement. The 14 blocks depicted on the Vanderbilt Farms Re-Plat are the "Subject Property" referred to in this staff report. The Town, FCD Marana Venture I, L.L.C. ("FCD") and PEI Capital Venture I, L.L.C. ("PEI") were the parties to the Amended and Restated Vanderbilt Farms Development Agreement (the "Original Agreement"). FCD and PEI have granted SBH Marana LP an exclusive option to purchase the Subject Property and SBH Marana LP is now the master developer of the project, now known as Monarch. For purposes of this staff report, SBH, FCD, and PEI are collectively referred to as the "Developer."

Town staff and the Developer have negotiated the proposed First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement to address issues related to transportation improvements and the discontinuation of the use of Postvale Road:

- Paragraph 9 of the Original Agreement provides minimum transportation infrastructure that must be substantially complete before lots are sold in each block. The proposed First Amendment will rewrite and replace paragraph 9, primarily to allow the construction of Clark Farms Boulevard to proceed in three

phases as blocks are developed, with the third phase including reconstruction of the Clark Farms Boulevard/Moore Road intersection and the construction of a realigned Moore Road.

- Paragraph 17 of the Original Agreement grants the Town a license to use as a public road certain portions of Postvale Road and provides that the Town's license shall automatically terminate as to each licensed portion of Postvale Road when its pavement is removed, pursuant to the timing mechanisms set forth in Paragraph 17. The proposed First Amendment adds an additional timing mechanism for the discontinuation of the use of Postvale Road, which would be upon substantial completion of Lon Adams Road from Moore Road north to a completed Clark Farms Boulevard west to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five) and Lon Adams Road from the completed Clark Farms Boulevard north to Barnett Road (including the culvert over the Barnett Channel).

The parties anticipate that they will bring forward to Council a separate agreement related to development impact fee reimbursements for Clark Farms Boulevard and the Clark Farms Sewer Interceptor project in the near future.

A copy of the Original Agreement and sheet 2 of the Vanderbilt Farms Re-Plat depicting the Subject Property are included in the Council packet for easy reference.

Staff Recommendation:

Staff recommends approval of the First Amendment.

Suggested Motion:

I move to adopt Resolution No. 2025-069; approving and authorizing the Mayor to execute the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement.

Attachments

Resolution No. 2025-069
Exhibit A to Resolution
Sheet 2 of Vanderbilt Farms Re-Plat
Original DA

MARANA RESOLUTION NO. 2025-069

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

WHEREAS the Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office on June 29, 2020, at Sequence No. 20201810353; the 14 blocks depicted on the Vanderbilt Farms Re-Plat are collectively referred to as the "Subject Property"; and

WHEREAS the Town, FCD Marana Venture I, L.L.C. ("FCD") and PEI Capital Venture I, L.L.C. ("PEI") entered into the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810352 (the "Original Agreement") affecting the development of the Subject Property; and

WHEREAS the land area covered by the Vanderbilt Farms Re-Plat was previously referred to as "Vanderbilt Farms," but is now referred to as "Monarch"; and

WHEREAS in accordance with the conditions and provisions of an Option Agreement and Escrow Instructions, FCD and PEI granted SBH Marana LLC an exclusive option to purchase the Subject Property; and

WHEREASE SBH Marana LLC has been converted to SBH Marana LP and is the master developer of the Subject Property; and

WHEREAS the parties desire to amend the Original Agreement; and

WHEREAS the Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure; and

WHEREAS the Town Council finds that the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement is in the best interest of the Town and its citizens and should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the First Amendment to the Amended and Restated Vanderbilt Farms Development Agreement, as set forth on Exhibit A attached to and incorporated within this resolution by this reference, is hereby approved, the Mayor is authorized to execute it for and on behalf of the Town of Marana, and Town staff is authorized to carry out its terms.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FIRST AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "First Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, SBH MARANA LP, an Arizona limited partnership ("SBH"), FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company, PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company, and LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104 and 2105 and not in its corporate capacity (the "Owner"). SBH, FCD, and PEI are collectively referred to in this First Amendment as the "Developer." The Town and the Developer are collectively referred to in this First Amendment as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A (the "Vanderbilt Farms Re-Plat"), was recorded in the Pima County Recorder's office on June 29, 2020, at Sequence No. 20201810353. The 14 blocks depicted on the Vanderbilt Farms Re-Plat are collectively referred to as the "Subject Property."

B. The Town, FCD and PEI entered into the Amended and Restated Vanderbilt Farms Development Agreement recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810352 (the "Original Agreement") affecting the development of the Subject Property.

C. The land area covered by the Vanderbilt Farms Re-Plat was previously referred to as "Vanderbilt Farms," but is now referred to as "Monarch."

D. SBH MARANA LLC, an Arizona limited liability company, FCD, and PEI with the consent of the Owner, entered into that certain Option Agreement and Escrow Instructions (Vanderbilt Farms Blocks 1-13 & 11A – Marana, AZ) dated as of April 22, 2021 (the "Option Agreement"), as memorialized in the Amended and Restated Memorandum of Option recorded in the Pima County Recorder's office on March 31, 2023 at Sequence No. 20230900480. Pursuant to the Option Agreement, FCD and PEI, with the consent of the Owner, granted to SBH Marana LLC an exclusive option to

purchase the Subject Property subject to and in accordance with the conditions and provisions of the Option Agreement.

E. SBH Marana LLC filed a statement of conversion in the office of the Arizona Secretary of State on September 2, 2021 pursuant to A.R.S. §29-2405, converting SBH Marana LLC to SBH Marana LP, an Arizona limited partnership, a Party to this First Amendment as described in the introductory paragraph above.

F. SBH is the master developer of the Subject Property pursuant to the Option Agreement.

G. Title to portions of the Subject Property is held by the Owner. PEI is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104 and FCD is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2105.

H. As of the Effective Date (as defined below), the Developer has conveyed Blocks 1, 5, 11, 12 and 13 of the Vanderbilt Farms Re-Plat to Parcel Developers. Common Areas in Blocks 11, 12, and 13 have been conveyed to and are held by SBH. Block 1 has been subdivided by the Final Plat for Monarch Block 1, Lots 1-254 and Common Areas "A" – "Z" & "AA" recorded in the Pima County Recorder's office on April 20, 2023, at Sequence No. 20231100263 (the "Monarch Block 1 Plat"). The Developer has conveyed Common Areas "A", "B", "D", "E", "F", "G", "H", "N", "P", "Q", "R", "S", "T", "U", and "V" of the Monarch Block 1 Plat to a Parcel Developer; the remaining Common Areas of the Monarch Block 1 Plat have been conveyed to and are held by SBH.

I. Paragraph 9 of the Original Agreement provides minimum transportation infrastructure that must be substantially complete before lots are sold in each block. Due to changes in the phasing of the development of the Subject Property, the Parties desire to revise certain of the minimum transportation infrastructure requirements per block.

J. Paragraph 17 of the Original Agreement grants the Town a license to use as a public road certain portions of Postvale Road as defined in the Original Agreement, and provides that the Town's license shall automatically terminate as to each licensed portion of Postvale Road when its pavement is removed, pursuant to the timing mechanisms set forth in Paragraph 17. The Parties desire to revise the provisions related to removal of the Postvale Road pavement.

K. The Parties understand and acknowledge that this First Amendment is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, Arizona Revised Statutes section (A.R.S. §) 9-500.05.

L. This First Amendment is consistent with the portions of the Town's General Plan applicable to the Subject Property.

M. The Parties desire to amend the Original Agreement to memorialize their agreement concerning the issues addressed in this First Amendment.

AGREEMENT

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

1. *Definitions; Recitals*. Capitalized words and phrases in this First Amendment shall have the meanings set forth in the Original Agreement as modified by this First Amendment. The Recitals set forth at the beginning of this First Amendment are hereby acknowledged and confirmed to be accurate and are incorporated herein by this reference.

2. *Minimum transportation infrastructure by block.* Paragraph 9 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

9. Minimum transportation infrastructure by block. In addition to any subdivision infrastructure required by an individual subdivision assurance agreement pertaining to the resubdivision of a particular block, as provided by the Parcel Developer of the particular block, the following block plat transportation infrastructure shall be substantially completed before lots are closed with a third-party retail homebuyer within the following blocks:

a. Block 1 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.a.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five) ("Clark Farms Boulevard Phase One").

b. Block 2 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.b.i above to the eastern boundary of Block 2 with a cul de sac termination at the eastern terminus ("Clark Farms Boulevard Phase Two").

c. Block 3 of the Vanderbilt Farms Re-Plat:

i. Clark Farms Boulevard from the eastern terminus of Clark Farms Boulevard Phase Two to the existing Moore Road and a two-lane Moore Road along the future Moore Road alignment, from the existing Moore Road on the west, continuing east along a portion of the south boundary of Block 3, intersecting Clark Farms Boulevard, and continuing east and north along the southeast boundary of Block 6, ultimately tying into the Interstate 10 Frontage Road ("Clark Farms Boulevard/Moore Road Phase Three").

ii. Clark Farms Boulevard Phase Two.

d. Block 4 of the Vanderbilt Farms Re-Plat: None. (Block 4 is 0.09 acres - too small to accommodate development. The Parties anticipate that it will be gift-deeded to the Town.)

e. Block 5 of the Vanderbilt Farms Re-Plat: A two-lane Moore Road along the future Moore Road alignment, from the existing Moore Road on the west, continuing east along a portion of the south boundary of Block 3, intersecting Clark Farms Boulevard, and continuing east and north along the northwest boundary of Block 5, ultimately tying into the Interstate 10 Frontage Road.

f. Block 6 of the Vanderbilt Farms Re-Plat:

i. Clark Farms Boulevard Phase Two

ii. Clark Farms Boulevard/Moore Road Phase Three.

g. Blocks 7 and 8 of the Vanderbilt Farms Re-Plat:

i. Clark Farms Boulevard Phase Two.

ii. Clark Farms Boulevard/Moore Road Phase Three.

h. Block 9 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard Phase One.

i. Block 10 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard Phase One.

j. Block llA of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard Phase One.

k. Block 11 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard Phase One.

l. Block 12 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard Phase One.

m. Block 13 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Existing western terminus of Clark Farms Boulevard tie-in to the Civic Center Drive intersection.

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations outlined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

3. *Postvale Road license.* Paragraph 17 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

17. *Postvale Road license*. PEI hereby grants the Town a license to use as a public road the 60 foot right of way of Postvale Road abandoned by the Vanderbilt Farms Re-Plat along the east boundary of Block 8 and the west boundary of Block 7 and the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2. PEI confirms that the Town has used the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2 as a public roadway since the recording of the Original Vanderbilt Block Plat with the permission of PEI and its predecessor in interest. The Town's license automatically terminates as to each licensed portion of Postvale Road when its pavement is removed. PEI shall remove the pavement of licensed Postvale Road no later than upon written direction by the Marana Town Engineer and no earlier than 90 days prior to the substantial completion and opening to the public of one of the following: (i) Clark Farms Boulevard from Moore Road to a completed Lon Adams Road south to Moore Road, (ii) Clark Farms Boulevard from Moore Road to a completed Lon Adams Road north to Barnett Road, (iii) Clark Farms Boulevard from Moore Road to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five), or (iv) Lon Adams Road from Moore Road north to a completed Clark Farms Boulevard west to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five) and Lon Adams Road from the completed Clark Farms Boulevard north to Barnett Road (including the culvert over the Barnett Channel).

4. *Term*. This First Amendment shall become effective (the "Effective Date") upon the date of recording in the office of the Pima County Recorder. The term of this First Amendment shall begin on the Effective Date and shall terminate concurrently with the termination of the Original Agreement.

5. *Effect on the Original Agreement and other agreements*. Except as expressly modified in this First Amendment, the terms, provisions and obligations of the Original Agreement

shall remain in full force and effect. Nothing in this First Amendment is intended to modify other agreements not mentioned in this First Amendment that affect the development of the Subject Property, and the failure of this First Amendment to mention such other agreements shall not affect their validity.

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

7. *Good standing; authority*. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Delaware and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this First Amendment under applicable state laws. Each Party represents and warrants that the individual executing this First Amendment on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

8. *Severability*. If any provision of this First Amendment is declared void or unenforceable, it shall be severed from the remainder of this First Amendment, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this First Amendment, this First Amendment shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this First Amendment.

9. *Governing law*. This First Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 7.5 of the Original Agreement, requiring disputes to be resolved by binding arbitration.

10. *Interpretation*. This First Amendment has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this First Amendment for purposes of construing any portion of this First Amendment for or against any party.

11. *Recordation*. The Town shall record this First Amendment in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

12. *No representations of development*. Except as specifically set forth in this First Amendment, nothing contained in this First Amendment shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Subject Property.

13. *Approval*. If any Party is required pursuant to this First Amendment to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

14. *Force majeure*. If any Party shall be unable to observe or perform any covenant or condition of this First Amendment by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this First Amendment so long as such Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this paragraph, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; pandemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

15. *Conflict of interest*. This First Amendment is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

[SIGNATURE PAGE FOLLOWS]

The "Town":
TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":
SBH MARANA LP, an Arizona limited partnership
By: AGS LLC, an Arizona limited liability company, its General Partner

By: _____
Sean T. Walters
Manager

Date: _____

FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company

By: _____
Donald M. Edwards
Manager

Date: _____

PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company

By: _____
Donald M. Edwards
Manager

Date: _____

The "Owner":
LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104 and 2105 and not in its corporate capacity

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by Sean T. Walters, Manager of AGS LLC, an Arizona limited liability company, General Partner of SBH MARANA LP, an Arizona limited partnership, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____, 2025, by _____, the _____ of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust Nos. 2104 and 2105 and not in its corporate capacity, on behalf thereof.

(Seal)

_____
Notary Public

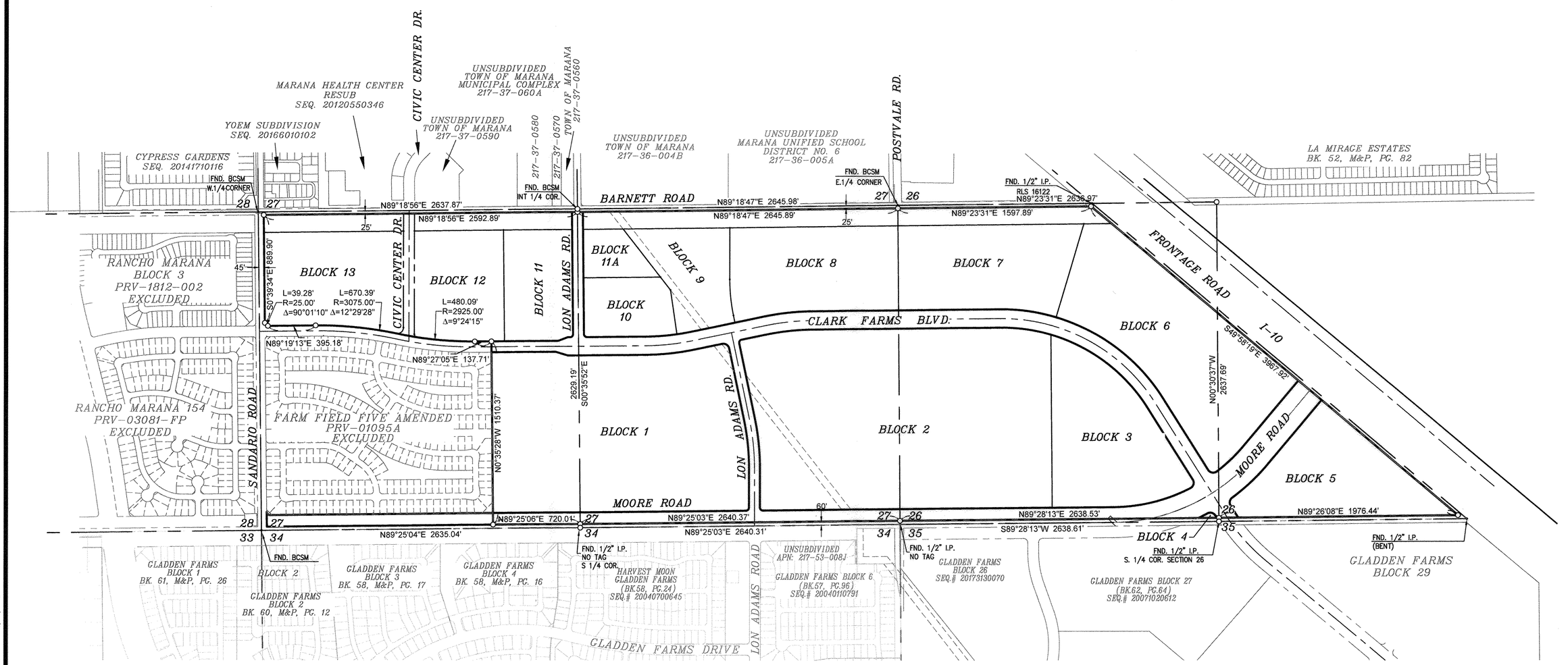
PARCEL AREA TABLE		
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BARNETT CHANNEL 2	4.33	2893.37
BARNETT CHANNEL 3	8.66	5491.54
BARNETT CHANNEL 4	5.60	3732.73

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 1	62.64	6777.86
BLOCK 2	83.91	7838.61
BLOCK 3	25.52	4405.71
BLOCK 4	0.09	330.40

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 5	21.53	4576.38
BLOCK 6	40.15	5974.70
BLOCK 7	23.20	4349.21
BLOCK 8	22.70	4230.65

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 9	11.60	3163.06
BLOCK 10	8.18	2388.92
BLOCK 11	11.89	2935.57
BLOCK 11A	4.43	1868.62

PARCEL AREA TABLE		
PARCEL NAME	ACRES	PERIMETER
BLOCK 12	15.42	3266.10
BLOCK 13	20.80	3888.47
FARM FIELD 5 / AMENDED	60.51	6526.20



RE-PLAT OF FINAL BLOCK PLAT
VANDERBILT FARMS
BLOCKS 1 THRU 13 & 11A

A RESUBDIVISION OF VANDERBILT BLOCKS 1 THRU 13 , FINAL BLOCK PLAT, AS RECORDED IN BOOK 60, M&P, PAGE 7, RECORDS OF PIMA COUNTY, ARIZONA.
A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27,
TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA & SALT RIVER BASE & MERIDIAN,
TOWN OF MARANA, PIMA COUNTY, ARIZONA

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

100 0 100 200
SCALE 1"=100' FEET

REGISTERED LAND SURVEYOR CERTIFICATE NO. 44121 PETER D. COTE ARIZONA U.S.A.

(PRV1909-002)
(SPA-05145)
[PRV0308-001, (PRV03093p)]
[PRV0410-001 (PRV03093f)]

WLB JOB NO. 198064K001
February, 2020
SCALE AS NOTED

SHEET 2 OF 9

SEQ. 20201810353-2
SEQUENCE NO.

G:\198064\V001 - Amended Block Plat\04 Plotting\08 Amended Block Plat\198064b03-dP-02.dwg May 21, 2020

SEQ. 20201810353-2 SEQUENCE NO.

F. ANN RODRIGUEZ, RECORDER
Recorded By: SMJ
DEPUTY RECORDER
5017

SMARA
TOWN OF MARANA
PICKUP

SEQUENCE: 20201810352
NO. PAGES: 24
06/29/2020
10:11:13

AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

Town of Marana, Arizona

THIS AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company; and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company. FCD and PEI are collectively referred to as the "Owners." The Town, FCD, and PEI are sometimes collectively referred to as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. The Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat") was recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763). The 13 blocks depicted on the Original Vanderbilt Farms Block Plat are collectively referred to as the "Subject Property." The land area covered by the Original Vanderbilt Farms Block Plat is referred to as "Vanderbilt Farms."

B. FCD owns Blocks 1, 11, 12, and 13 as depicted on the Original Vanderbilt Farms Block Plat.

C. PEI owns Blocks 2 through 10 as depicted on the Original Vanderbilt Farms Block Plat.

D. Together, FCD and PEI own all of the Subject Property.

E. For administrative convenience and to take advantage of cost savings associated with using third party trust forms of subdivision assurances, all or part of the Subject Property may be held in one or more third party trusts in which FCD and/or PEI are the sole beneficiaries.

F. The Town and FCD entered into a development agreement for the Subject Property (the "Original Agreement"), which was approved on June 3, 2003 by Marana Resolution No. 2003-61 and recorded in the Pima County Recorder's office on June 13, 2003 at Docket 12071, Page 4475 (Sequence 20031141033).

G. In addition to the Subject Property, the Original Agreement purported to cover the land area known as "Farm Field Five," according to the subdivision plat recorded in the Pima County Recorder's office on March 17, 2003, in Book 57 of Maps and Plats, Page 2 (Sequence 20030510193), in which PEI is shown as the owner and subdivider. Farm Field Five is now developed with homes according to the amended subdivision plat recorded

in the Pima County Recorder's office on October 19, 2005, in Book 60 of Maps and Plats, Page 39 (Sequence 20052030156).

H. On February 6, 1990, the Town Council created the Rancho Marana Specific Plan by its adoption of Marana Ordinance No. 90.04, which established the zoning regulations for an area that includes the Subject Property.

I. The Rancho Marana Specific Plan was amended by Marana Ordinance No. 99.13, adopted on May 18, 1999, and recorded in the Pima County Recorder's office on May 28, 1999 at Docket 11057, Page 1189 (Sequence 19991030368), which placed the Rancho Marana Specific Plan land area located west of Interstate 10 (including the Subject Property) into the "Rancho Marana West" sub-area of the Rancho Marana Specific Plan.

J. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2005.05, adopted on February 15, 2005, and recorded in the Pima County Recorder's office at Docket 12494, Page 1421 (Sequence 20050350342), which substantially rewrote the Rancho Marana Specific Plan for Rancho Marana West, including the Subject Property. The Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 is referred to in this Agreement as the "Rancho Marana West Specific Plan Amendment."

K. The Rancho Marana Specific Plan was further amended by Marana Ordinance No. 2008.14, but the amendments affected only the portion of Rancho Marana West known as the "Town Center," located north of the Subject Property; consequently, the zoning regulations that pertain to the Subject Property are only those set forth in the Rancho Marana West Specific Plan Amendment.

L. At the request of FCD and with the consent of all affected property owners, the Town formed the Vanderbilt Farms Community Facilities District (the "VFCFD") on April 19, 2005 by the adoption of Marana Resolution No. 2005-46, recorded in the Pima County Recorder's office on June 2, 2005 at Docket 12565, Page 2026 (Sequence 20051060447).

M. The VFCFD consists of the entire combined land area of Vanderbilt Farms and Farm Field Five.

N. Members of the Marana Town Council, who also act as members of the Board of Directors of the VFCFD, have indicated they will not support the sale of VFCFD general obligation bonds because the sale of general obligation bonds by the VFCFD will result in associated property tax liability to all of the land area covered by the VFCFD, including Farm Field Five.

O. With the Owners' consent, resolutions are being presented to the Board of Directors of the VFCFD and to the Marana Town Council for consideration on June 23, 2020, which, if approved, will result in the VFCFD being dissolved and the Subject Property being removed from all VFCFD property tax obligations.

P. Many changes have occurred since 2003, including without limitation the following:

i. The Owners' plans for the use and development of the Subject Property.

ii. The Town's plans for construction of the Barnett regional drainageway, located along the north side of the Subject Property.

iii. The Town's roadway plans affecting the Subject Property, including:

(a) On May 16, 2007, the Marana Town Council adopted Marana Resolution No. 2007-75, approving a final block plat for Gladden Farms Blocks 26-43 (the "Gladden Farms II Plat"), located south of the Subject Property, and relocating the Moore Road/Clark Farms Boulevard intersection about 900 feet west of where the intersection is shown on the Original Vanderbilt Farms Block Plat.

(b) The Moore Road/Clark Farms Boulevard intersection as shown on the Gladden Farms II Plat is shown on the Road Network Map included as Map 6.1.A to the 2010 Marana General Plan adopted by Marana Resolution No. 2010-120 and ratified by the voters at a special election held on May 17, 2011.

(c) On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Road (running through the Subject Property) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park.

(d) The Marana 2040 General Plan adopted by the Marana Town Council on December 10, 2019 by Marana Resolution No. 2019-120 and set for voter ratification on August 4, 2020 carries forward the Moore Road/Clark Farms Boulevard intersection as shown on the 2010 Marana General Plan and the realignment of Lon Adams Road adopted by Marana Resolution No. 2018-084, and adopts future right-of-way widths of 250 feet for Moore Road within and adjacent to the Subject Property (with additional width in the approach to the possible future Interstate 10 interchange), 150 feet for Clark Farms Boulevard from Lon Adams Road eastward, 90 feet for Clark Farms Boulevard from Lon Adams Road westward, and 90 feet for Lon Adams Road and Civic Center Drive through the Subject Property.

Q. To address these changes, the Owners' consultants have prepared and submitted to the Town a proposed "Re-Plat of Final Block Plat Vanderbilt Farms Blocks 1 thru 13 & 11A" (the "Vanderbilt Farms Re-Plat"), which (among other things) proposes to realign and re-size major public roadways through the Subject Property to conform to the Town's current and proposed General Plan, and splits former Block 11 into Block 11 and Block 11A to accommodate the realignment of Lon Adams Road.

R. Upon approval and recording of the Vanderbilt Farms Re-Plat:

i. All of the Subject Property will be included within the Vanderbilt Farms Re-Plat.

ii. FCD will own Blocks 1, 11, 11A, 12, and 13 as depicted on the Vanderbilt Farms Re-Plat, and PEI will own Blocks 2 through 10 as depicted on the Vanderbilt Farms Re-Plat.

S. The portion of Postvale Road located between Clark Farms Boulevard and Moore Road was abandoned by the Original Vanderbilt Farms Block Plat, but has been in continuous operation as a public road at all times.

T. Upon approval and recording of the Vanderbilt Farms Re-Plat, the portion of Postvale Road located between Barnett Road and Moore Road will be abandoned in favor of PEI (the owner of the adjacent blocks), but is expected to continue to operate as a public road (along with the portion of Postvale Road between Clark Farms Boulevard and Moore Road, discussed in recital S above); consequently, the Parties desire to accommodate Postvale Road's operation as a public road by PEI's issuance to the Town of a license until Postvale Road's pavement is removed.

U. The Marana Development Services Director, acting in his capacity as Marana Planning Director, issued has issued two administrative changes to the Rancho Marana West Specific Plan Amendment and applicable to portions of the Subject Property:

i. An April 18, 2019 administrative change, a true and correct copy of which is attached as Exhibit A, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

ii. A March 24, 2020 administrative change, a true and correct copy of which is attached as Exhibit B, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9.

V. Upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat, consisting of all of the Subject Property, will be as follows (with "Block" referring to the particular block of the Vanderbilt Farms Re-Plat, "Block Size" being the size (in acres) of the block as shown on the Vanderbilt Farms Re-Plat, "Parcel" referring to the Parcel number of the Rancho Marana West Specific Plan Amendment, "Parcel Size" being the size (in acres) of the parcel as shown in the Rancho Marana West Specific Plan Amendment, and "LU Designation" being the land use designation of the referenced Block and Parcel, with "MDR" being Medium Density Residential, "EC" being Employment Center, "MHDR" being Medium High Density Residential, and "C-I" being Commercial I):

Block	Block Size	Parcel	Parcel Size	LU Designation
1	62.64	14	74	MDR
2	83.91	23	98	MDR
3	25.52	25	44	EC
4	0.09	28	8	EC

Block	Block Size	Parcel	Parcel Size	LU Designation
5	21.53	27	18	EC
6	40.15	26	39	EC
7	23.20	24	24	MHDR
8	22.70	22	24	MHDR
9	11.60	13	9	HDR
10	8.18	10	12	C-I
11	11.89	11	18	MHDR
11A	4.43			MHDR
12	15.42	10	15	MHDR
13	20.80	8	21	MHDR

W. On April 2, 2019, the Marana Town Council adopted Resolution No. 2019-027, designating as a protected facility the gravity portion of the Tangerine/Downtown Conveyance System (Town of Marana Project No. WR010, referred to in this Agreement as the "T/D Gravity Sewer") and requiring any land use with a sewer connection served by the T/D Gravity Sewer to pay a protected facility fee of $519.67 per single-family residence (or equivalent).

X. Various public water facilities, including non-potable water facilities with capacity to serve the Subject Property (the "Rancho Marana Non-Potable Water Facilities") were constructed pursuant to an "Agreement for Construction of Potable and Non-Potable Water Facilities and Provision of Water Utility Service" between Monterey Homes Arizona, Inc. and U S Home Corporation and the Town, recorded in the office of the Pima County Recorder on June 10, 2005 at Docket 12571, Page 2724, which was amended and extended pursuant to a "First Amendment to Agreement for Construction of Water Facilities and Provision of Water Utility Service" between Meritage Homes Arizona, Inc. and the Town, recorded in the office of the Pima County Recorder on May 11, 2020 at Sequence 20201320065.

Y. On May 5, 2020, the Marana Town Council adopted Resolution No. 2020-038, designating the Rancho Marana Non-Potable Water Facilities as protected facilities. The total allocable fair-share cost to the Subject Property of the Rancho Marana Non-Potable Water Facilities is $174,247.00. By dividing the 351.97 developable acres of the Subject Property (excluding 0.09-acre Block 4), the Town established a Rancho Marana Non-Potable Water Facilities protected facility charge of $495.06 per acre for the Subject Property (excluding Block 4).

Z. To the extent of the Subject Property, the Parties desire to completely amend, restate, and replace the Original Agreement with this Agreement.

AA. The development contemplated by this Agreement is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

BB. The development contemplated by this Agreement is in compliance with the Rancho Marana West Specific Plan Amendment.

CC. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a land owner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties acknowledge are accurate and which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Definitions*. The following definitions shall apply to this Agreement:

a. "A.R.S. §" means Arizona Revised Statutes section.

b. The "Development Regulations" is defined in paragraph 20 below.

c. "Equivalent Demand Unit" or "EDU" means a unit of development within a particular category of development, defined in terms of a standardized measure of the demand that a unit of development in that category of development generates for necessary public services in relation to the demand generated by a detached single-family dwelling unit. For all categories of necessary public services, the EDU factor for a detached single-family dwelling unit is one, while the EDU factor for a unit of development within another category of development is represented as a ratio of the demand for each category of necessary public services typically generated by that unit as compared to the demand for such services typically generated by a detached single-family dwelling unit. An EDU is a "service unit" for purposes of A.R.S. § 9-463.05 (T) (10).

d. "Farm Field Five" is defined in recital G above.

e. "Marana Development Code" is defined in paragraph 20 below.

f. The "Original Agreement" is defined in recital E above.

g. The "Original Vanderbilt Farms Block Plat" is defined in recital A above.

h. The "Owners" means FCD and PEI, collectively.

i. "Parcel Developer" means a person or entity who develops one or more individual blocks of the Subject Property, and may include FCD and/or PEI, but more likely will be a successor fee title interest holder to FCD or PEI.

j. The "Rancho Marana Non-Potable Water Facilities" is defined in recital X above.

k. The "Rancho Marana Specific Plan" means the Rancho Marana Specific Plan adopted by Marana Ordinance No. 90.04 as amended by Marana Ordinance Nos. 99.13, 2005.05, and 2008.14, and as further amended and interpreted by administrative

actions authorized in the Rancho Marana Specific Plan, all only to the extent they affect or involve the Subject Property.

l. "Rancho Marana West" is defined in recital I above.

m. The "Rancho Marana West Specific Plan Amendment" is the Rancho Marana Specific Plan as amended by Marana Ordinance No. 2005.05 (see recital J above).

n. The "Subject Property" is defined in recital A above and means those portions of the land areas covered by the Original Agreement that are as of the Effective Date of this Agreement owned by FCD or PEI (the Owners); specifically, the 13 blocks depicted on the Original Vanderbilt Block Plat and included in the Vanderbilt Farms Re-Plat.

o. The "T/D Gravity Sewer" is defined in recital W above.

p. "Vanderbilt Farms" is the land area covered by the Original Vanderbilt Farms Block Plat (see recital A above).

q. The "Vanderbilt Farms Re-Plat" is the Owners' currently pending re-plat of the Original Vanderbilt Farms Block Plat into a new 14-block subdivision plat consisting of Blocks 1 thru 13 and 11A.

r. The "VFCFD" is the Vanderbilt Farms Community Facilities District (see recital L above).

2. *Repeal of the Original Agreement.* As applied to the Subject Property, the Original Agreement is repealed and replaced in its entirety with this Agreement.

3. *Re-plat.* The Parties will promptly and diligently complete all submissions and reviews necessary for the processing and approval of the Vanderbilt Farms Re-Plat in accordance with normal Town procedures. Upon the recording of the Vanderbilt Farms Re-Plat, the Assurance Agreement recorded in the Pima County Recorder's office on July 13, 2005 at Docket 12593, Page 3314 is terminated.

4. *Ratification and confirmation of administrative changes to specific plan.* The Town Council ratifies and confirms the following administrative changes made by the Marana Development Services Director, acting in his capacity as Marana Planning Director, to the Rancho Marana West Specific Plan Amendment

a. The April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero.

b. The March 24, 2020 administrative change reversing the locations of the Commercial I and High Density Residential land use designations as described in recital U above.

5. *Ratification and confirmation of zoning.* The Town Council ratifies and confirms that, upon the recording of the Vanderbilt Farms Re-Plat, the zoning designation of each Block of the Vanderbilt Farms Re-Plat will be as shown in the table set forth in recital V above.

6. *Design guidelines.* Development of the Subject Property shall be in compliance with Marana Land Development Code Section 08.06 (Residential Design) and 08.07 (Commercial Design). Upon the Town's modification of the Residential Design and/or Commercial Design provisions, the Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall have the option of following the then-adopted requirements or the provisions as they existed on the Effective Date of this Agreement.

7. *Phasing of development.* The individual blocks that make up the Subject Property may be sold and developed in any order, subject to compliance with the requirements of this Agreement. As each individual block of the Subject Property is sold, the Parcel Developer of that individual block will need to provide the Town with appropriate substitute subdivision assurances for the completion of subdivision infrastructure required to serve that individual block. Upon the posting of appropriate substitute subdivision assurances for the individual block, the master subdivision assurances posted for the Vanderbilt Farms Re-Plat shall automatically terminate with respect to particular subdivision infrastructure that serves only that individual block.

8. *Dissolution of the VFCFD.* The Owners hereby consent to dissolution of the VFCFD. Nothing in this Agreement shall preclude the Owners or their successors in interest from seeking the formation of a new community facilities district on all or any portion of the Subject Property.

9. *Minimum transportation infrastructure by block.* In addition to any subdivision infrastructure required by an individual subdivision assurance agreement pertaining to the resubdivision of a particular block, as provided by the Parcel Developer of the particular block, the following block plat transportation infrastructure shall be substantially completed before lots are sold within the following blocks:

a. Block 1 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.a.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

b. Block 2 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the then-existing Moore Road to the segment of Lon Adams Road described in subparagraph 9.b.i above.

c. Block 3 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 3.

d. Block 4 of the Vanderbilt Farms Re-Plat: None. (Block 4 is 0.09 acres—too small to accommodate development. The Parties anticipate that it will be gift-deeded to the Town.)

e. Block 5 of the Vanderbilt Farms Re-Plat: The realigned Moore Road along the northwest boundary of Block 5, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

f. Block 6 of the Vanderbilt Farms Re-Plat:

i. The realigned Moore Road along the southeast boundary of Block 6, tying into then-existing Moore Road on the west and tying into the Interstate 10 Frontage Road on the east.

ii. Clark Farms Boulevard from realigned Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

g. Block 7 of the Vanderbilt Farms Re-Plat: Clark Farms Boulevard from the then-existing Moore Road to the western boundary of Block 7 (the Postvale Road licensed area of paragraph 17 below).

h. Block 8 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.h.i above to the eastern boundary of Block 8 (the Postvale Road licensed area of paragraph 17 below).

i. Block 9 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Moore Road to Clark Farms Boulevard.

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.i.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

j. Block 10 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 10 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

k. Block 11A of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.k.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

l. Block 11 of the Vanderbilt Farms Re-Plat:

i. Lon Adams Road from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the segment of Lon Adams Road described in subparagraph 9.l.i above to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

m. Block 12 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Clark Farms Boulevard from the east boundary of Block 12 to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

n. Block 13 of the Vanderbilt Farms Re-Plat:

i. Civic Center Drive from Clark Farms Boulevard to Barnett Road (including the culvert over the Barnett Channel).

ii. Existing western terminus of Clark Farms Boulevard tie-in to the Civic Center Drive intersection.

Nothing contained in this paragraph 9 will be deemed to prevent the Owners and/or the respective Parcel Developers from entering into one or more recorded cost allocation and reimbursement agreements with respect to the infrastructure obligations outlined above; however, these cost allocation and reimbursement agreements shall not alter the infrastructure obligation requirements of the Town as outlined above.

10. *Drainage infrastructure.* The drainageway land dedicated by and located along the north boundary of the Original Vanderbilt Farms Block Plat, known as the Barnett Channel, does not yet tie in to the Santa Cruz River and is not yet a drainage channel. In lieu of on-site detention and retention requirements, individual blocks of the Vanderbilt Farms Re-Plat shall be permitted to drain into the Barnett Channel area, and to use the Barnett Channel area for retention/detention, subject to engineering and hydrology approval. Upon completion of the Town's Barnett Channel project, any on-site retention and detention requirements will be satisfied by draining the site into the Barnett Channel.

11. *Barnett Channel dirt.* Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat may at their own cost and using their own contractor excavate dirt from the Barnett Channel for use in connection with the development of the block, provided

that the excavation is consistent with the ultimate design of the Barnett Channel and has not previously been excavated. The Parcel Developer shall demonstrate to the satisfaction of the Town Engineer that the resulting pit will drain within 36 hours. Nothing in this paragraph or in this Agreement shall be interpreted to require the Owners (including Parcel Developers of individual blocks of the Vanderbilt Farms Re-Plat) to construct drainage improvements in Barnett Channel.

12. *Sewers.*

a. *Offsite sewer.* Each connection to the T/D Gravity Sewer shall be responsible for payment of the protected facility charge of $519.67 per EDU for its fair-share portion of the Town's cost to construct the T/D Gravity Sewer, payable upon application for a building permit for construction to be connected to the T/D Gravity Sewer.

b. *Offsite conveyance capacity.* As of the date of this Agreement, the offsite sewer conveyance system serving the Subject Property has line capacity limitations that are discussed in the 2017 Sewer Impact Fee Infrastructure Improvement Plan adopted by Marana Resolution No. 2017-090 dated September 19, 2017. These conveyance capacity limitations are currently scheduled to be remedied by a development impact fee-funded Town construction project in the year 2021. When the Town determines that the sewer conveyance system has reached its capacity, no further sewer connections will be permitted unless and until the line capacity limitations have been remedied. The Town will notify the Owners and each applicable owner of a block within the Subject Property if and when the rate of development upstream of the line capacity limitations causes the Town to believe that the conveyance system may reach its capacity before the development impact fee-funded Town construction project is expected to be completed. The Town will make every reasonable effort to provide the notification early enough to allow the Owners, Parcel Developers, and other members of the development community to avoid a temporary interruption of sewer connections by advancing the construction at their own cost.

c. *Onsite sewers.* Each respective Parcel Developer shall construct onsite sewers associated with the development of its individual block or blocks of the Vanderbilt Farms Re-Plat pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments mutually agreed upon between the Town and the Parcel Developer of the individual block.

13. *Water infrastructure.*

a. *Onsite potable water distribution system.* The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat shall construct onsite potable water distribution infrastructure associated with the development of its individual block of Vanderbilt Farms pursuant to standard Town agreements to construct new facilities and standard Town subdivision infrastructure assurance agreements, with any amendments

mutually agreed upon between the Town and the Parcel Developer of the individual block.

b. *Transfer of grandfathered water rights.* After the termination of farming activities and before development of one or more individual blocks of the Subject Property, the Owners and/or the Parcel Developer shall assign to the Town every portion of its Irrigation or Type 1 Non-irrigation Grandfathered Groundwater Rights or Type II Non-irrigation Groundwater Rights as those are defined by law as may be appurtenant to the property, and to execute and deliver all forms necessary to effect the transfer of these water rights to the Town concurrently with the assignment.

c. *Non-potable system.* The Parcel Developer of each individual block of the Vanderbilt Farms Re-Plat (except 0.09-acre Block 4) shall develop and construct a secondary non-potable irrigation system, dedicated to the Cortaro-Marana Irrigation District in accordance with its requirements, to distribute non-potable water to common areas and other landscaped areas owned or to be owned by the homeowners' association serving the individual block of the Vanderbilt Farms Re-Plat.

d. *Rancho Marana Non-Potable Water Facilities protected facility charge.* The $174,247.00 fair-share contribution toward the Rancho Marana Non-Potable Water Facilities is divided among developable blocks of the Subject Property in proportion to each block's size, as follows (with the "NP Contribution" column signifying how much is owed for that individual block of the Vanderbilt Farms Re-Plat):

Description	Size (acres)	NP Contribution
Block 1	62.64	$31,010.69
Block 2	83.91	$41,540.66
Block 3	25.52	$12,633.98
Block 5	21.53	$10,658.69
Block 6	40.15	$19,876.74
Block 7	23.20	$11,485.44
Block 8	22.70	$11,237.91
Block 9	11.60	$5,742.72
Block 10	8.18	$4,049.61
Block 11	11.89	$5,886.29
Block 11A	4.43	$2,193.13
Block 12	15.42	$7,633.86
Block 13	20.80	$10,297.29
Total	351.97	$174,247.01

For residential projects, the total Rancho Marana Non-Potable Water Facilities protected facility charge for a particular block of the Vanderbilt Farms Re-Plat will be divided by the number of subdivision lots in the block, and the resulting protected facility charge per lot will be payable when the building permit is issued for the home on the lot. For

non-residential or multi-family projects, the $495.06 per acre protected facility charge will be payable when the building permit for the non-residential building is issued.

14. *Development impact fees.* Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Subject Property. All development within the Subject Property shall be responsible to pay all applicable development impact fees existing as of the time of building permit application. As of the date of this Agreement (and subject to amendment by the Marana Town Council), the following development impact fees apply to development within the Subject Property:

a. *Northwest Street Facilities Development Impact Fee.* The Town's current Northwest Street Facilities Development Impact Fee is $3,719 per equivalent demand unit (EDU), per Marana Ordinance No. 2017.029.

b. *Parks and Recreation Facilities Development Impact Fee.* The Town's current Parks and Recreation Facilities Development Impact Fee is $2,461 per equivalent demand unit (EDU) per Marana Ordinance Nos. 2014.012 and 2017.029.

c. *Lower Santa Cruz River Levee Fee.* The Town's current Lower Santa Cruz River Levee Fee is $500 per acre, as originally adopted by Marana Ordinance No. 99.02, and as described in Section 4 of Marana Ordinance no. 2014.012 and in Section 6 of Marana Ordinance no. 2017.029.

d. *Water Infrastructure Development Impact Fee.* The Town's current Water Infrastructure Development Impact Fee is $2,331 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

e. *Water Resources Development Impact Fee.* The Town's current Water Resources Development Impact Fee is $3,050 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

f. *Wastewater Facilities Development Impact Fee.* The Town's current Wastewater Facilities Development Impact Fee is $3,930 per equivalent demand unit (EDU) for a 5/8" water meter, per Marana Ordinance No. 2017.029. Fees for larger water meters are as set forth in Marana Ordinance No. 2017.029.

15. *Onsite private recreational facilities.* Within each platted individual block of Vanderbilt Farms, private recreational facilities shall be constructed on a site of not less than 185 square feet per residential unit. Site and facility design shall be approved by the Marana Parks and Recreation Director and the Marana Planning Director.

16. *School improvement contribution.* A $1,200 per subdivided residential lot contribution (the "School Improvement Contribution") shall be due and payable at the time building permits are issued for each residential lot within the Subject Property. The Town shall grant to a Parcel Developer credit against the School Improvement Contribution for

(i) Town approved educated-related equipment donated by the Parcel Developer and for (ii) Town approved real property donated by the Parcel Developer (to be valued at $25,000.00 per acre). Eligibility of improvements to receive credit shall be determined by the Town Manager.

17. *Postvale Road license.* PEI hereby grants the Town a license to use as a public road the 60 foot right of way of Postvale Road abandoned by the Vanderbilt Farms Re-Plat along the east boundary of Block 8 and the west boundary of Block 7 and the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2. PEI confirms that the Town has used the 60-foot former right-of-way of Postvale Road abandoned by the Original Vanderbilt Farms Block Plat through the middle of Block 2 as a public roadway since the recording of the Original Vanderbilt Block Plat with the permission of PEI and its predecessor in interest. The Town's license automatically terminates as to each licensed portion of Postvale Road when its pavement is removed. PEI shall remove the pavement of licensed Postvale Road no later than upon written direction by the Marana Town Engineer and no earlier than upon completion and opening to the public of one of the following: (i) Clark Farms Road from Moore Road to a completed Lon Adams Road south to Moore Road, (ii) Clark Farms Road from Moore Road to a completed Lon Adams Road north to Barnett Road, or (iii) Clark Farms Road from Moore Road to the existing western terminus of Clark Farms Boulevard (located just west of the Civic Center Drive right-of-way, adjacent to Farm Field Five).

18. *Prop 207 Waivers.* By signing this Agreement, FCD and PEI waive any and all rights to make a claim for diminution in value under the Private Property Rights Protection Act, A.R.S. § 12-1131 *et seq.*, resulting from this Agreement, or resulting from remedies resulting from enforcing the terms of this Agreement.

19. *Term.* This Agreement shall become effective (the "Effective Date") upon the later of (i) its date of recording pursuant to paragraph 27 below and (ii) the effective date of the resolution approving and authorizing the Mayor to sign this Agreement. The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 20th anniversary of the Effective Date.

20. *Development regulations.* The Subject Property shall be governed by the Rancho Marana West Specific Plan Amendment and this Agreement. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the Effective Date shall apply to the extent not covered by Rancho Marana West Specific Plan Amendment or this Agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations." In the event of any express conflict, the following rules shall apply:

a. The Rancho Marana West Specific Plan Amendment shall control over the terms of the Marana Development Code on all matters.

b. The Rancho Marana West Specific Plan Amendment as amended by the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter.

c. This Agreement shall control over the terms of Rancho Marana West Specific Plan Amendment and the Marana Development Code as to any administrative or procedural matter.

21. *Development review.* The Subject Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Subject Property. Upon the Parcel Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Subject Property as may be requested by the Parcel Developer.

22. *Town review and approval of plans.* The development and construction of the Subject Property and all public and private infrastructure related to it are subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

23. *No partnership or joint venture.* Nothing in this Agreement shall be understood or construed to create or imply a partnership or joint venture between or among the Owners and the Town.

24. *Other development agreements.* Nothing in this Agreement shall preclude FCD or PEI or their successors in interest from individually entering into one or more additional development agreements with the Town to facilitate development on the real property owned by FCD or PEI.

25. *Cooperation and alternative dispute resolution.*

a. *Appointment of representatives.* To further the commitment of the Parties to cooperate in the development of the Subject Property and the construction of the public improvements discussed in this Agreement, the Town, the Owners, and each Parcel Developer shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owners. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Owners shall be Donald M. Edwards or a replacement to be selected by the Owners. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties in the development of the Subject Property and the construction of public improvements needed to serve the Subject Property.

b. *Non-performance; remedies.* If any Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, any other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 26 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make

demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to the size, nature and scope of the Subject Property, and due to the fact that it may not be practical or possible to restore the property to its condition prior to development, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that any Party may have at law or in equity.

c. *Mediation*. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owners (collectively) and/or the applicable Parcel Developer and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Owners and/or the applicable Parcel Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally (half and half) between the Town and the Owners and/or the applicable Parcel Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

d. *Arbitration*. After mediation, as provided for in subparagraph 25.c above, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by the Town and the Owners and/or the applicable Parcel Developer to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

e. *Disputes regarding individual blocks.* Disputes related to the development of a particular block of the Subject Property need only include the applicable Parcel Developer and the Town, but the Owners and the Parcel Developers of other blocks may participate in the dispute if they can show that their interests will be affected by the dispute or its outcome.

26. *Notices.* All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, addressed as follows:

If to the Town:

TOWN OF MARANA
11555 W. Civic Center Drive, Bldg. A3
Marana, Arizona 85653-7006
Telephone: (520) 382-1900

If to FCD or PEI:

Richard L. Anderson, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
2002 East Ranch Road
Tempe, AZ 85284

With copies to:

Donald M. Edwards, Manager
FCD MARANA VENTURE I, L.L.C.
PEI CAPITAL VENTURE I, L.L.C.
333 East Osborn Road Suite 260
Phoenix, AZ 85012

and

Lynn T. Ziolko, Esq.
KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253
Telephone: (480) 429-5000

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this paragraph. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be

deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

27. *Recordation.* After this Agreement has been executed by the Parties, the Town shall, as concurrently as reasonably possible, record this Agreement in the office of the Pima County Recorder.

28. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by the Parties.

b. Time is of the essence of this Agreement.

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

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

e. This Agreement may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages and this Agreement may be executed by the affixing of the signature pages, and all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed a single signature page.

f. Exhibits referred to in and attached to this Agreement are incorporated by reference as if set forth in full in the text of this Agreement.

g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of the Owners' holdings in the Subject Property to a single grantee, the Owners shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home on the Subject Property.

h. The Town and the Owners agree to reasonably cooperate to terminate or modify, as applicable, any recorded documents affected by the terms and conditions of this Agreement.

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

[~~THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE.~~]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures, with an Effective Date determined as set forth in paragraph 19 above.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 6-24-2020

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE "OWNERS":

FCD MARANA VENTURE I, L.L.C. ("FCD"), an Arizona limited liability company

By: _____
Donald M. Edwards, Manager

Date: 6/15/2020

PEI CAPITAL VENTURE I, L.L.C. ("PEI"), an Arizona limited liability company

By: _____
Donald M. Edwards, Manager

Date: 6/15/2020

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on June 15, 2020, by Donald M. Edwards, Manager of FCD MARANA VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

OFFICIAL SEAL
ANGELA M. PEPE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 16, 2020

Angela M. Pepe
Angela Marie Donahue
Notary Public

STATE OF ARIZONA)
ss.
County of Maricopa)

The foregoing instrument was acknowledged before me on June 15, 2020, by Donald M. Edwards, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)



Angela M. Pepe
Angela Mari Donahue
Notary Public

LIST OF EXHIBITS

Exhibit A — April 18, 2019 administrative change, reducing the street-side setbacks applicable to Commercial I zoned parcels from 20 feet to zero

Exhibit B — March 24, 2020 administrative change, relocating the "Commercial I" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 9 to Vanderbilt Farms Re-Plat Block 10, and relocating the "High Density Residential" zoning designation on the Subject Property from Original Vanderbilt Farms Block Plat Block 10 to Vanderbilt Farms Re-Plat Block 9

MARANA AZ
PLANNING

18 April 2019

Ms. Theresa Hadley
Project Coordinator
Cypress Civil Development
2030 E. Broadway Blvd., Ste. #110
Tucson, AZ 85719

Re: PCZ1903-001 Administrative Change to Rancho Marana Specific Plan

Dear Ms. Hadley,

In response to your letter dated March 5, 2019, I have reviewed your request to reduce the minimum required street setback for the "C-1 Commercial I (Neighborhood)" land use designation of the Rancho Marana Specific Plan (Specific Plan) from 20 feet (Section V.F.5.i.1) to zero.

Per Section VIII.G.2.d of the Specific Plan, the Development Services Administrator can administratively make changes to development standards that are in the interest of the community and do not affect health or safety issues. I have determined your request meets this standard and approve the request.

Please contact me at (520)382-2647 or Steven Vasquez at (520)382-2623 should you have any questions.

Sincerely,

Jason Angell
Development Services Director
jangell@maranaaz.gov

EXHIBIT B TO
AMENDED AND RESTATED VANDERBILT FARMS DEVELOPMENT AGREEMENT

MARANA AZ
PLANNING

March 24, 2020

Via First Class Mail and email (Lynn.Ziolko@KutakRock.com)

Lynn T. Ziolko, Esq.
KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253

Administrative Change to Rancho Marana Specific Plan
(Vanderbilt Farms Blocks 9 and 10)

Dear Mr. Ziolko:

You represent FCD MARANA VENTURE I, L.L.C. ("FCD") and PEI CAPITAL VENTURE I, L.L.C. ("PEI"), who collectively own all of "Vanderbilt Farms"; specifically, all of the blocks described in the Vanderbilt Blocks 1 thru 13 Final Block Plat (the "Original Vanderbilt Farms Block Plat"), recorded in the Pima County Recorder's office on July 13, 2005, in Book 60 of Maps and Plats, Page 7 (Sequence 20051340763).

In the context of negotiating with the Marana Town Attorney an amended and restated development agreement for Vanderbilt Farms, you and the Town Attorney have requested an administrative change to the Rancho Marana Specific Plan, flip-flopping the land use designations of Parcels 12 and 13 of "Rancho Marana West"—the Land Use Plan included as Exhibit IV-1 to the Rancho Marana West Specific Plan Amendment adopted by Marana Ordinance No. 2005.05.

BACKGROUND

On September 4, 2018, the Marana Town Council adopted Marana Resolution No. 2018-084, adopting a minor amendment to the transportation element of the 2010 Marana General Plan, revising the Lon Adams Road alignment located north of Clark Farms Boulevard (running between Blocks through Vanderbilt Farms) to align with the existing location of Lon Adams Road on the western boundary of Ora Mae Harn Park. This minor amendment relocated the major Clark Farms

11555 WEST CIVIC CENTER DRIVE / MARANA, ARIZONA 85653 / (520) 382-2600 / FAX: (520) 382-2639 / MaranaAZ.gov

Boulevard/Lon Adams Road intersection westward and flip-flopped the functionality of Rancho Marana West Parcels 12 and 13.

ANALYSIS

Rancho Marana West Parcel 12 is an approximately 11-acre area of land with an intended land use of "HDR"—"High Density Residential," that includes Original Vanderbilt Farms Block Plat Block 10, containing 9.836 acres, located on the north side of Clark Farms Boulevard, about 240 feet west of the Clark Farms Boulevard/ Lon Adams Road intersection as it existed before the adoption of Marana Resolution No. 2018-084.

Rancho Marana West Parcel 13 is an approximately 9-acre area of land with an intended land use of "C-I"—"Commercial I," that includes Original Vanderbilt Farms Block Plat Block 9, containing 8.219 acres, located at the northwest corner of the Clark Farms Boulevard/Lon Adams Road intersection as it existed before the adoption of Marana Resolution No. 2018-084.

THE WLB GROUP has prepared and submitted to the Town on behalf of FCD and PEI a proposed Re-Plat of Vanderbilt Farms (the "Vanderbilt Farms Re-Plat"), which (among other things) realigns westward the portion of Lon Adams Road located north of Clark Farms Boulevard, to conform to Marana Resolution No. 2018-084.

Upon approval and recording of the Vanderbilt Farms Re-Plat, the functionality of Blocks 9 and 10 will flip-flop. Vanderbilt Farms Re-Plat Block 10 will consist of 8.71 acres in substantially the same location as Original Vanderbilt Farms Block Plat Block 10, but will now be located at the northeast corner of the major Clark Farms Boulevard/Lon Adams Road intersection—a functionally appropriate location for the "C-I"—"Commercial I" land use designation. Vanderbilt Farms Re-Plat Block 9 will consist of 11.91 acres in substantially the same location as Original Vanderbilt Farms Block Plat Block 9, but will now have no adjacent intersection—a functionally appropriate location for the "HDR"—"High Density Residential" land use designation.

Section VIII. G. 2. c of the Rancho Marana West Specific Plan gives the Planning Director authority to administratively change the Rancho Marana West Specific Plan as a result of changes to boundaries and acreages caused by final road alignment changes.

DECISION

Acting in my capacity as Marana Planning Director under the authority of Section VIII. G. 2. c of the Rancho Marana West Specific Plan, I hereby administratively change the Rancho Marana West Specific Plan by designating

Vanderbilt Farms Re-Plat Block 9 as "HDR"—"High Density Residential" and by designating Vanderbilt Farms Re-Plat Block 10 as "C-I"—"Commercial I" land use designation, effective upon the recording of the Vanderbilt Farms Re-Plat.

Please contact me at (520) 382-2647 should you have any questions.

Sincerely,

Jason Angell
Development Services Director
jangel@maranaaz.gov

xc: Frank Cassidy, Town Attorney

00068963.DOCX /2

Council-Regular Meeting **A5**

Meeting Date: 06/17/2025

To: Mayor and Council

Submitted For: Stefanie Boe, Tourism and Marketing Manager

From: Stefanie Boe, Tourism and Marketing Manager

Date: June 17, 2025

Strategic Plan Focus Area:
Thriving Commerce, Cherished Heritage

Strategic Plan Focus Area Additional Info:
CHERISHED HERITAGE: Leverage the region's historic and cultural legacy to strengthen community character, increase community pride, and build heritage-driven tourism.
THRIVING COMMERCE: Expand Marana's Thriving Tourism Industry By Promoting Its Heritage, Cultural Resources, Scenic Open Spaces, And Signature Events.

Subject: Resolution No. 2025-070: Relating to Tourism; approving and authorizing the implementation of the Town of Marana Tourism Master Plan, 2025 - 2035 (Stefanie Boe)

Discussion:
In January 2024, Economic Development and Tourism staff began the Tourism Master Planning process. The Tourism Master Plan's purpose is to identify and grow Marana's strengths as a tourism destination as outlined in Strategic Plan 5, support sustainable tourism growth, elevate Marana's brand, and enhance the visitor and resident experience.

The process included the creation of a Tourism Master Planning Team, including Town department staff and key external stakeholders, a community-wide survey, an assessment of the destination, several community meetings and presentations, along with exploratory field trips to learn from other communities and about key tourism

sectors already visiting Marana. Additionally, Mayor and Council offered their input and direction in an October 2024 study session.

From there, staff continued to refine the plan and worked again with local external stakeholders to review, revise, and refine based on feedback. Staff produced a short video for the State of the Town in April 2025, which highlighted the current competitive position of Marana's tourism economy.

The resulting Tourism Master Plan presents a 10-year roadmap to success for the town's tourism team and key partners to follow and is broken down into three phases. Mayor and Council members received the final draft of the Tourism Master Plan on May 1, 2025, for a review. During this presentation, staff will present data and information regarding our tourism economy as well as an overview of each phase.

Staff Recommendation:

Staff recommends adoption of the Marana Tourism Master Plan.

Suggested Motion:

I move to adopt Resolution No. 2025-070, approving and authorizing the implementation of the Town of Marana Tourism Master Plan, 2025 - 2035.

Attachments

Resolution No. 2025-070

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-070

RELATING TO TOURISM; APPROVING AND AUTHORIZING THE IMPLEMENTATION OF THE TOWN OF MARANA TOURISM MASTER PLAN, 2025 - 2035

WHEREAS the Town of Marana's Economic Development and Tourism staff created a ten-year Tourism Master Plan; and

WHEREAS the purpose of the Plan is to identify and grow Marana's strengths as a tourism destination as outlined in the Town's Strategic Plan 5, support sustainable tourism growth, elevate Marana's brand, and enhance the visitor and resident experience; and

WHEREAS the Plan includes input from Marana citizens, stakeholder groups, and Town leadership and staff; and

WHEREAS the Town Council finds that adoption of the Plan is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, approving the Town of Marana Tourism Master Plan, 2025 – 2035, attached to and incorporated by this reference in this resolution as Exhibit A, and authorizing the Town Manager to implement it for an on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona this 17th day of June, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

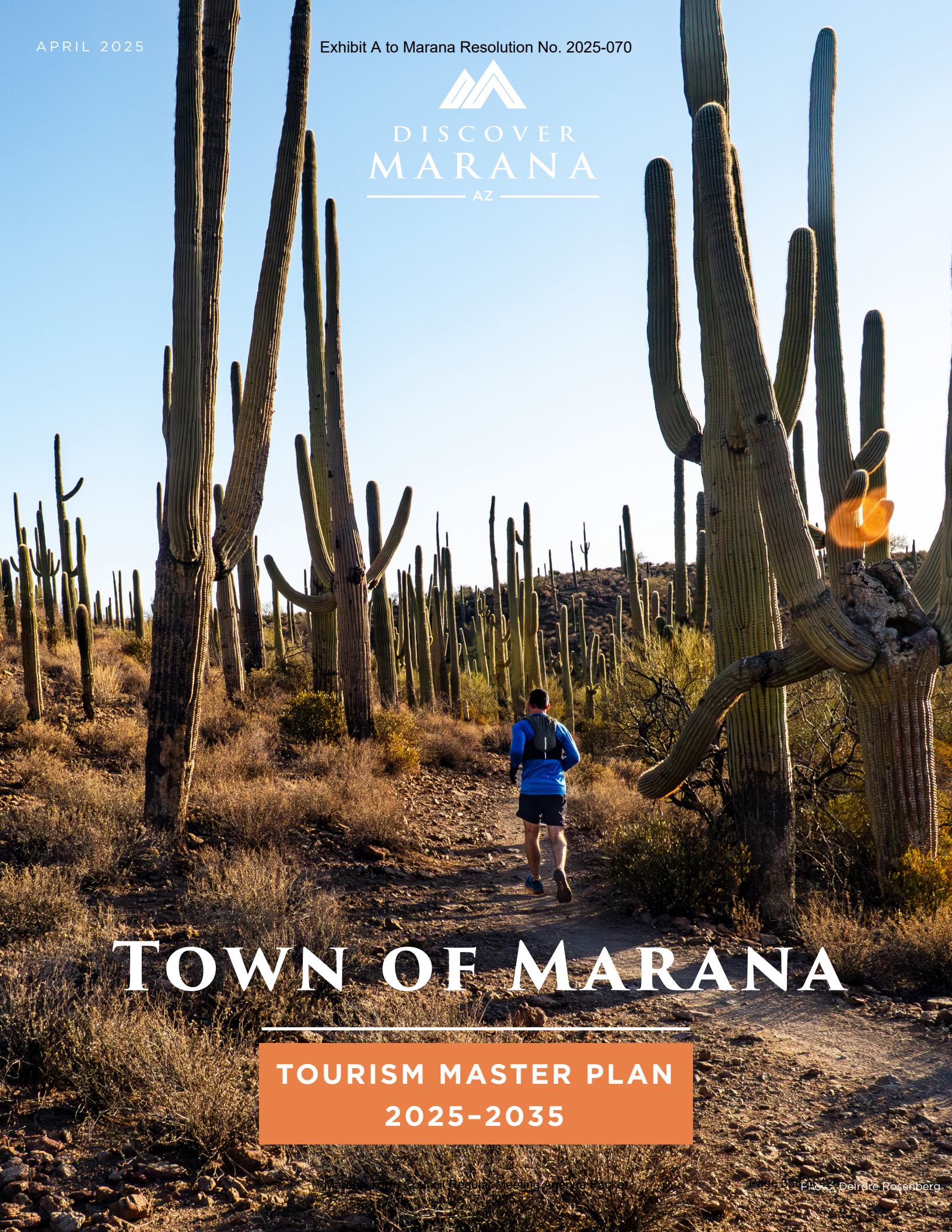
APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

APRIL 2025

Exhibit A to Marana Resolution No. 2025-070

DISCOVER MARANA AZ



Town of Marana

TOURISM MASTER PLAN 2025–2035

Meeting Date: Council Regular Meeting/Agenda Packet
Page 3 of 143
Photo: Deirdre Rosenberg

THE TOWN OF MARANA is widely recognized as a great place to live and raise a family. This reputation is reflected in the growth of our population. Year over year, thousands of people move here to enjoy our quality of life and to make Marana their home. Residents enjoy our outstanding outdoor recreation opportunities, rich cultural heritage, and family-friendly experiences. It is no surprise that these same attributes also make Marana an appealing destination for visitors.

Marana has been seeing growth in visitation, with people coming to experience world-class shopping, hike magnificent trails, and relax in luxury resorts. In 2023 alone, visitors contributed an outstanding $202.8 million in economic impact through their local spending.

Recognizing the potential to build on this momentum, we began the process of creating a Tourism Master Plan in 2023. We know that with intention and collaboration, we can take what we have already achieved with travel and tourism and amplify it. This Tourism Master Plan is a roadmap for the future, one that will elevate Marana as a destination, develop new attractions, and bring the community along for the adventure. This Plan presents a shared vision of what Marana can be in ten years and what is possible by working collectively toward our goals.

This Plan outlines the steps we need to take for a vibrant future, one that celebrates our history, grows and strengthens key sectors of the tourism economy, invests in the expansion of existing tourism facets, and most importantly tells the Marana story. It will serve as a guide that helps our Town not only achieve its vision for a thriving visitor economy but also achieve a strong local economy.



Photo: JD Fitzgerald/Marana Parks & Recreation

The Tourism Master Plan has been over a year in the making. In December 2023, we contracted with Whereabout, a nationally-recognized destination futures studio, to lead us through the process. Whereabout conducted extensive research, including interviews, surveys, and an on-site destination assessment. In the Fall of 2024, Whereabout took those findings and worked with our Planning Team to define a vision, ten objectives, and nearly four dozen strategies to carry out over the next ten years. Accountability is built into the Plan, with timelines, key partners, and key performance indicators to track our progress.

I would like to thank the residents, business owners, and visitors whose voices have informed this Plan. I also want to thank the Planning Team for their dedication throughout this process. Finally, thank you to the Mayor and Council for their guidance and leadership in establishing the vision for this great community. I encourage everyone to stay engaged and find a way to contribute to making our shared vision a reality. Marana is ready and eager for a future in which tourism brings us together, supports our local economy, and enhances our overall quality of life.

Respectfully,

Terry S. Rozema
Town Manager, Town of Marana



Photo: JD Fitzgerald/Marana Parks & Recreation

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Introduction

Travel and tourism plays a central and powerful role in community and economic development. People like to visit places where people like to live, and these are places that offer a high quality of life, opportunities for prosperity, pleasant weather, good food, and scenic beauty.

Tourism has had a positive impact on Marana. Conducted in 2023, the Economic Impact of Travel report demonstrated that the Town hosted over 375,000 overnight visitors in hotels and other accommodations. Through their local spending, these visitors created an annual economic impact of $202.8 million. Direct travel supported 55 new jobs in 2024, a 4.2% increase over the prior year.

Travel and tourism is not just the experience of a visitor; it is also the experience of the community as a destination. Travel and tourism is successful when the resident sentiment remains positive, when there is a positive impact on the local economy and the ability of small businesses to thrive, and when the natural beauty that makes Marana extraordinary remains intact and attractive, even with higher visitation.

This Tourism Master Plan serves as a guide for intentionally growing the travel and tourism experience of Marana. It provides a vision of the destination of Marana in 2035 and the strategies to help make that vision a reality. This Plan outlines strategies to develop attractions, create jobs, and enhance assets in service of the vision. It provides a phasing of strategies over the planning horizon, considering actions that are already underway, some early significant wins, and dependencies between strategies. By establishing a vision, strategies, and phasing, the Plan ensures that tourism development is coordinated, efficient, and tailored to the unique conditions of Marana.

With Marana being a relatively new town and thousands of new residents calling Marana home every year, this Tourism Master Plan—in concert with other Town communications efforts—can help grow residents' connection to the Town. Tourism assets considered in this Plan will bring a stronger sense of identity and enable the celebration of what makes Marana unique.



Photo: Steven Meckler

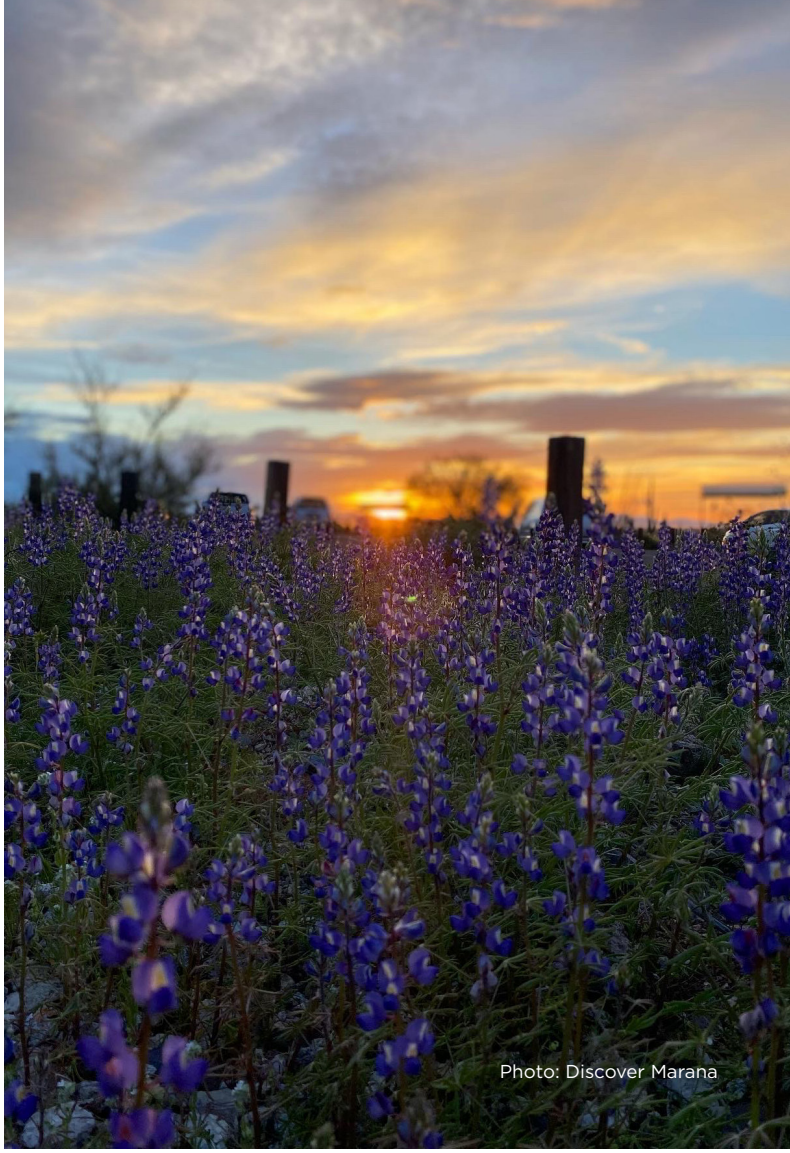


Photo: Discover Marana



Photo: Marana Itzy Mas



Photo: JD Fitzgerald, Marana Parks & Recreation

Process & Methodology

Photo: Discover Marana

Process & Methodology

February 2024 – June 2024: Discovery

From February to June 2024, the Whereabout team of destination strategists dove into learning about the destination using a variety of information sources, including the following:

Background Document Review: The consulting team reviewed documents provided by the Town of Marana regarding the visitor economy, including data on economic impacts, visitor spending, hotel performance, and related planning efforts.



Photo: Discover Marana

In-Market Destination Assessment: The consulting team visited the Town of Marana to get a first-hand view of the visitor experience. This four-day visit focused on destination facets like lodging, retail, outdoor recreation, entertainment, and dining. For each facet, the team visited several places throughout the community and rated their experience based on nine dimensions: mix, accessibility, location, hours, authenticity, quality, service, price, and appeal.

Surveys: Three surveys were conducted in March and April 2024. They were crafted to gain input into the destination and included an industry stakeholder survey (172 respondents), a resident survey (321 respondents), and a visitor survey (111 respondents). Questions focused on:

- Tourism drivers, assets, and experiences
- Visitor destination perceptions
- Tourism support and enablers
- Tourism opinions
- Challenges and opportunities

Interviews: In March and April 2024, the Whereabout team interviewed 14 individuals to gain greater qualitative insights into the destination. Interviewees included

government partners, industry experts, and individuals active in the local tourism economy.

In June 2024, the findings from the Discovery Phase were synthesized into a holistic assessment of the Town of Marana tourism landscape. This analysis highlighted nine key themes:

1. Dream big and make it so
2. People want to visit places people want to live
3. Create buzz through festivals and events
4. It needs to be built for them to come
5. The great outdoors is Marana's greatest asset
6. Teamwork makes the dream work
7. The past can be a window to the future
8. A stewardship mindset will foster long-term success
9. A strong destination requires a solid organization

The Current State Analysis served as the foundation of the tourism master planning process, gathering insights into the industry's current state and identifying current and emerging opportunities and challenges.

September 2024 – October 2024: Tourism Master Plan Development

The Whereabout team led a process to craft the Tourism Master Plan, leveraging a Planning Team with representation from the Town and tourism industry stakeholders. Between September and October 2024, the Team met six times to review the Current State Analysis and develop the Tourism Master Plan. Two additional community conversations were part of the process: a September 19 Open House to share progress with the public, held in parallel with the Concerts in the Courtyard event, and a Town Council Study Session on October 29, 2024.

During this time, the Planning Team crafted the following:

- **Competitive Position:** This describes what makes Marana singularly unique as a destination today and what it has to share with potential visitors. (see page 13)
- **Destination Vision Narrative:** This statement describes what will be different in the Town of Marana if it successfully shapes a compelling destination and a thriving visitor economy. (see page 15)
- **Tourism Drivers:** These are a general set of tourism drivers unique to Marana: Welcoming Family Travel, Exciting Outdoor Recreation, and Unique Agri-Western Experiences. The Team articulated a foundational, promotional, and aspirational level of actualization for each. (see page 19)
- **Ten Objectives:** These are high-level areas of strategic focus that will guide the development of the destination over the coming ten years and help make the Destination Vision Narrative a reality. (see page 23). Each Objective is further defined by:
  - A set of Strategies that, when implemented, will help make the Objective a reality. Each Strategy has an accompanying rough order-of-magnitude cost and key partners to carry out the work. In all, there are 44 Strategies.
  - Two to three Indicators per Objective that specify how to measure progress toward achieving the Objective.
- **Collective Impact Model:** This model recognizes that the work of the Tourism Master Plan is greater than what Discover Marana can accomplish alone and that a collective approach is needed to work toward its success. (see page 47)

The outcome of this process—the Tourism Master Plan—is rooted in the idea expressed in the following graphic: a deliberate shaping of the experience will result in a better quality of life for its residents.

POSITIVE IMPACTS OF DESTINATION DEVELOPMENT

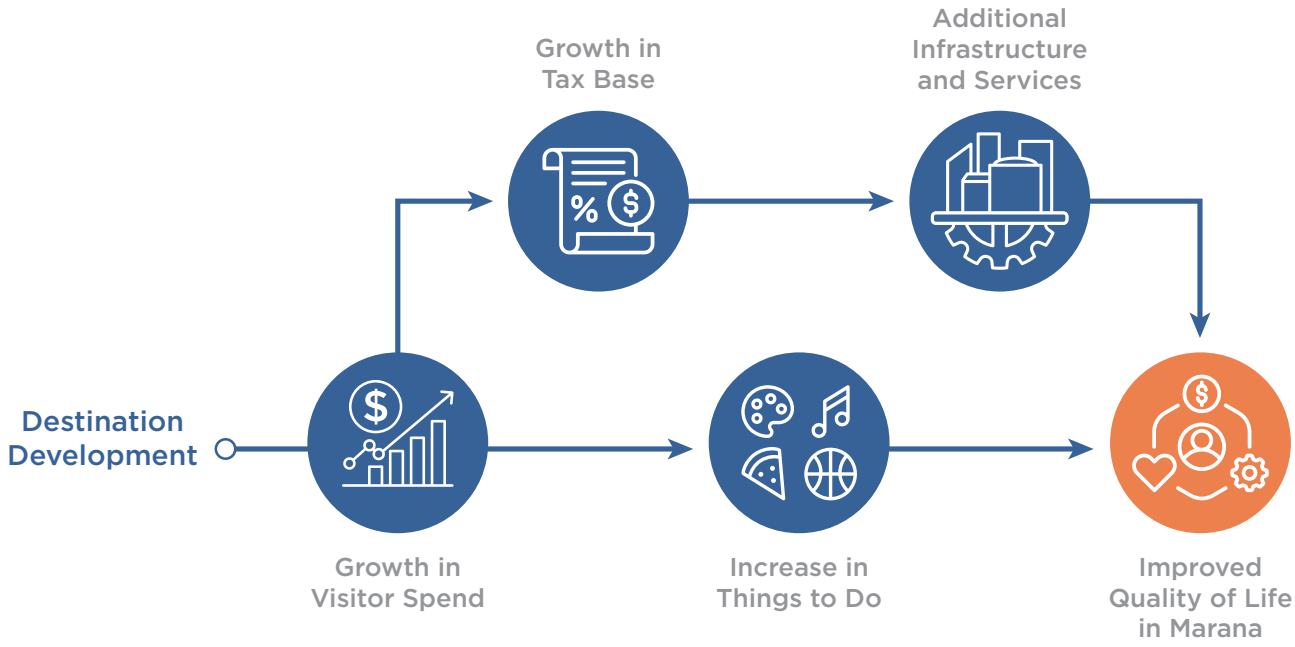



Photo: J.D. Fitzgerald



Photo: Discover Marana

Town of Marana Process and Efforts

Parallel to Whereabout's work, the Town of Marana and Discover Marana pursued additional actions as part of their ongoing work and in support of this Tourism Master Planning effort.

- **State of the Town:** Discover Marana team members encouraged participation in the Master Plan survey at the March 28, 2024 event. As the guests took their seats, a video highlighting the Tourism Master Plan process was also played. As of February 2025, this video had been viewed 11,000 times on YouTube.
- **Civic Committee:** On April 10 and 23, 2024, the Discover Marana team met with the Town's Civic Committee. This group is selected by the Mayor and Council to review topics important to the community. Marana Insights: The Discover Marana team presented the latest updates from the Tourism Master Planning teams efforts at the September 26, 2024 meeting of local community leaders. This event was hosted by the Marana Chamber of Commerce.
- **Roadrunners Hockey Game:** The Town of Marana was featured at the April 12, 2024, Roadrunners game at the Tucson Arena. In addition to showing videos about Marana's community, the Discover Marana team hosted a table about tourism and encouraged participation in the Master Plan survey.
- **Town of Gilbert and Queen Creek visit:** On May 2, 2024, Discover Marana organized a visit to the towns of Gilbert and Queen Creek to better understand their journeys from smaller towns to tourist destinations. These visits included presentations and Q&A with staff from both communities and explorations of some key tourism attractions.
- **Impact Marana:** Discover Marana presented to the Marana Chamber's Impact Marana class on May 7, 2024.
- **Local Real Estate Agent meeting:** On July 10, 2024, the Discover Marana team presented on tourism to local real estate agents in Dove Mountain.
- **Additional information-gathering visits:** Discover Marana visited additional locales in Marana to gather information and insights on the future of tourism. These visits included: Southern Arizona Heritage and Visitor Center; The Ritz-Carlton, Dove Mountain; Luxury Traveler Learning Session; and Heritage River Park.

How to Use This Plan

The work to be done is centered around ten Objectives:

1. Target, attract, and develop new amenities to elevate Marana as a destination
2. Roll out the welcome mat for multi-generational families
3. Leverage and evolve Marana's world-class outdoor recreation and parks
4. Promote, enhance, and expand Marana's award-winning festivals and events
5. Celebrate and preserve Marana's unique arts & heritage
6. Expand, diversify, and promote Marana's accommodations and conference offerings
7. Incubate and grow small tourism-focused businesses and locally owned restaurants
8. Generate a sense of place, excitement, and pride in the identity of Marana
9. Identify funding sources and invest strategically in Marana's visitor economy
10. Use data to amplify Marana's authentic story and measure and demonstrate success

Each of these Objectives is supported by a set of Destination Strategies that are distributed over three phases.

Phase 1, Seeding Growth (page 28), covers the first four years of the planning timeframe and includes 21 strategies.

Phase 2, Supporting Growth (page 36), covers years five through seven of the planning timeframe and includes 16 strategies.

Phase 3, Reaping Rewards (page 43), covers the last three years of the planning timeframe and includes eight strategies.

While work may be happening on several strategies at a time, each is denoted by a number that indicates the phase in which they should occur. The timeframes for the three phases are approximate, but they should serve as a guide to the major divisions of the work.

To ensure that Objectives and Strategies track toward success, Discover Marana will convene a team dedicated to implementing this plan. The membership of this team will include key stakeholders, with other partners brought in for task-specific endeavors (see Collective Impact Model, page 47). Regular meetings will track progress and—more importantly—identify opportunities for course correction. Working teams should be identified to undertake each of the Strategies that are underway at a given time, and those teams should identify the action steps necessary and how they will know when the Strategy has been completed. They should regularly report on their progress to the broader team.

This Plan is not meant to be a rigid to-do list. Rather, it is meant to be a living document that can evolve and respond to what is happening on the ground. Discover Marana and the team will revisit this Plan in three years to ensure it remains the right course of action, making adjustments as needed.

Competitive Position



Photo: Discover Marana

Competitive Position

Marana is *the* destination to be close to everything, yet far from ordinary:

- Experience the one-of-a-kind Tortolita Mountains, the Saguaro National Park, Ironwood Forest National Monument, Sonoran Desert, and breathtaking desert landscapes in close proximity to Town
- Have the sky be equal to the landscape experience, with 250 species of birds, skydiving, hot air balloons, Urban Dark Skies, and tangerine sunsets
- Engage in world-class biking on the Loop, hiking on the Wild Burro Trail, golfing, and horseback riding
- Enjoy award-winning festivals celebrating the Town and its agricultural roots
- Experience first-hand what it is to be a cowboy, and not just play cowboy
- Explore layers in history, from early Native American settlements to farming and ranching, to the role of the region in World War II
- Make exciting finds at destination shopping centers
- Indulge in pure luxury at the The Ritz-Carlton, Dove Mountain, with ease of access through the Marana Regional Airport



Photo: Discover Marana



Destination Vision Narrative

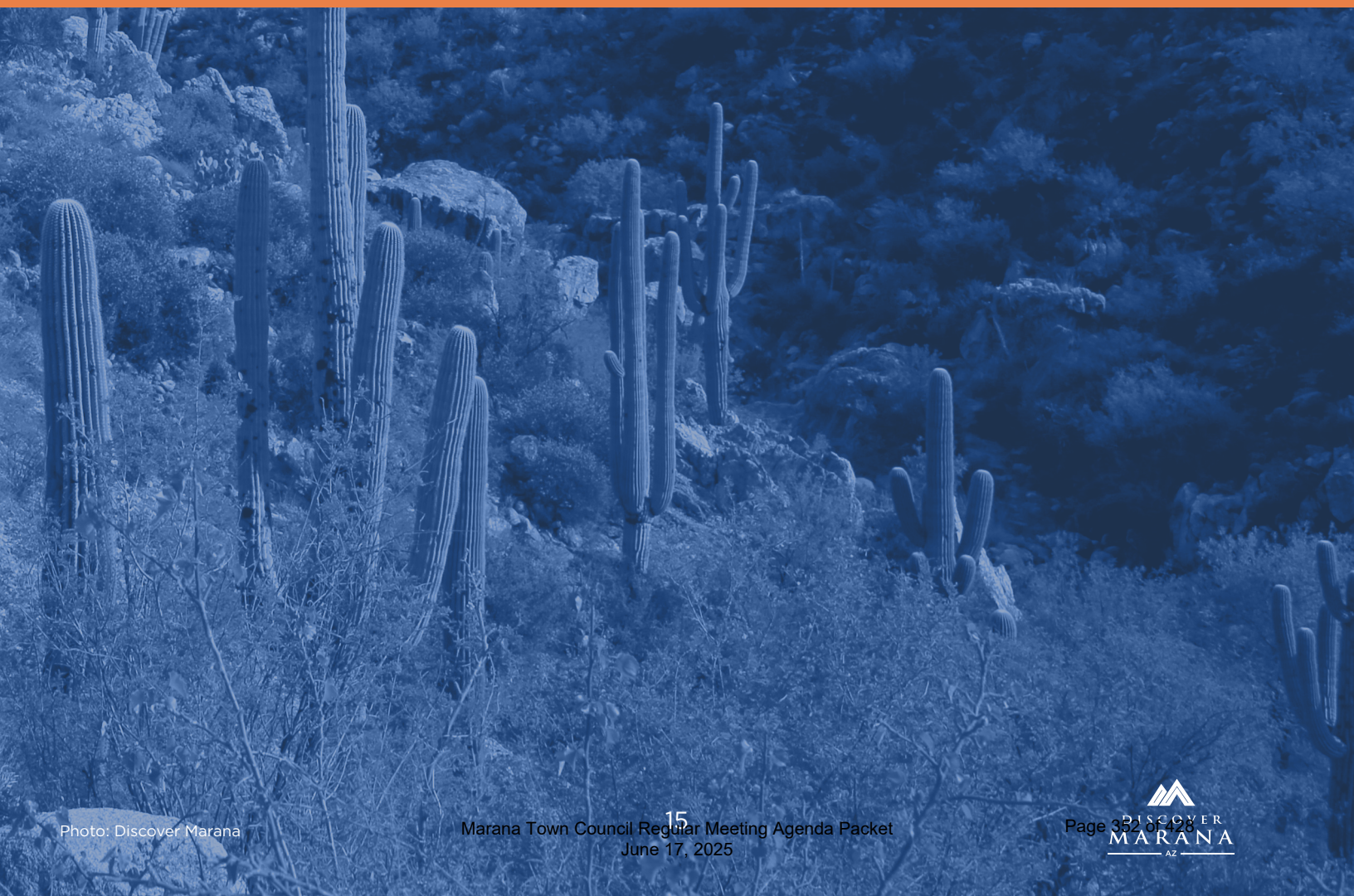


Photo: Discover Marana

Destination Vision Narrative

Marana in 2035

As it passes the 50-year mark of being incorporated as a Town, Marana, Arizona will continue its trailblazing journey as a great place to live, work, play, and visit. With its focus on being a great place to raise a family, business-friendliness, and destination shopping, Marana will continue attracting new residents, businesses, and visitors for years to come.

In 2035, Marana will be on the map as a premier destination for outdoor recreation enthusiasts. Avid cyclists will come here for some of the safest and most seamless access points to the Loop and for training and racing events year-round. Hikers will choose Marana as a home base for exploring the Tortolita Mountains, Saguaro National Park, Ironwood Forest National Monument, and other trail systems in the region. Other visitors will enjoy Marana's exceptional birdwatching, including at the El Rio Preserve. Golfers will enjoy the fantastic greens on the courses throughout the Town. The private sector will respond to this increased interest with guided hikes, horseback rides, birding walks, and cycling outings. At the same time, outdoor equipment providers will cater to visitors who need to rent a bike or purchase other outdoor equipment.

Marana's ranching and farming history, its multi-cultural heritage, and its deep Indigenous histories will shine through to our visitors. The Town's Fall Festival, an expanded Pumpkin Patch, on-farm experiences, and an agritourism-focused district will create a critical mass of agrarian tourism. A greater focus on Los Morteros and the region's petroglyphs will connect present-day visitors to Marana's ancient residents. Guided ranch tours and western heritage events, expanding on facilities like the Western Heritage Arena, will round out the experience, allowing visitors to be a cowboy for a day.

Marana's food and beverage scene will entice visitors with authentic Sonoran cuisine, trendy new restaurants featuring local ingredients, and gathering spaces centered around food and families, and have offerings for people at all budget points. A seasonal food festival will highlight local produce, locally raised meats, and award-winning craft beverages and tie into a vibrant Farmer's Market. A centralized commercial kitchen

will be an incubator for start-up restaurants, food trucks, and catering businesses. Even more breweries will call Marana home, and a thriving beverage sector will flourish on Brewery Row.

Marana's award-winning Town-produced signature events, such as the Founders' Day Parade and Festivities, will continue to delight, some expanding into multi-day events. The Town will work to build capacity through training programs or grants to help new independent events get started. New events will connect to Marana's history, such as a specialty rodeo highlighting the barrel racing tradition in Marana, an aviation festival underscoring the region's contribution to the training of WWII pilots, or a Taste of Marana farm-to-table event. And a new performing arts facility will help Marana grow its reputation as a place to experience music and theater.

The Town will continue to be a great place for families to visit—whether visitors are coming to stay with family or in hotels for a fun-filled getaway, coming with their children, or with their pets. A youth sports park will introduce many families to Marana when they visit for tournaments, and the ease of traveling with a family in Marana will keep them coming back.

Digital Discover Marana apps will spotlight kid-friendly trails, Southern Arizona's only destination water park, kid-friendly restaurants, museums, the Marana Aquatic and Recreation Center, and where to find things like drop-off child care or changing tables. New amenities will cater to active adults,


Photo: Discover Marana

ensuring those aged 55+ find a destination ready to welcome them. Marana will also be a more accessible destination, gaining certification as an IBCCES Certified Autism Destination and Destination Verified by Wheel of the World.

The Marana of 2035 will have a more dense and walkable town center with shopping, restaurants, bars, and other entertainment like live music that encourages visitors to stay out after dinner. Public art will provide a sense of arrival in this district, and the built environment will make access easy through abundant parking and enhanced pedestrian experiences. Local businesses will thrive here, offering local dishes at restaurants, Marana-brewed beers, or locally produced goods.

Marana's accommodations offerings will be more abundant and diverse in 2035. A hotel with a conference center will provide a venue to attract business group travel to Marana for mid-week stays while also providing venues for larger social engagements on weekends. Leisure travelers will be drawn to more unique accommodations, such as stays at a dude ranch, short-term rentals, and glamping options. A breadth of mid-range hotels will still serve the thoroughfare of I-10, while more hotels will also operate away from the Interstate and closer to Marana's highly active commercial areas. All of these stays will be supported by expanded flights into the Tucson International Airport. At the same time, the Marana Regional Airport's new control tower will accommodate exclusive luxury travel and additional corporate and domestic commercial flights.

An expanded and reinforced branding and awareness campaign will support all of this wonderful growth as a destination, and the Town of Marana will gain brand equity as its own destination. Residents, visitors, and businesses will truly understand that they are in Marana. Through advertising, social media, signage, roadside art, enhanced integration with online mapping services, and the development of branded merchandise, Discover Marana will help Marana be the place where visitors want to go and residents are proud to live.



Photo: Discover Marana



Evolution of Key Tourism Drivers

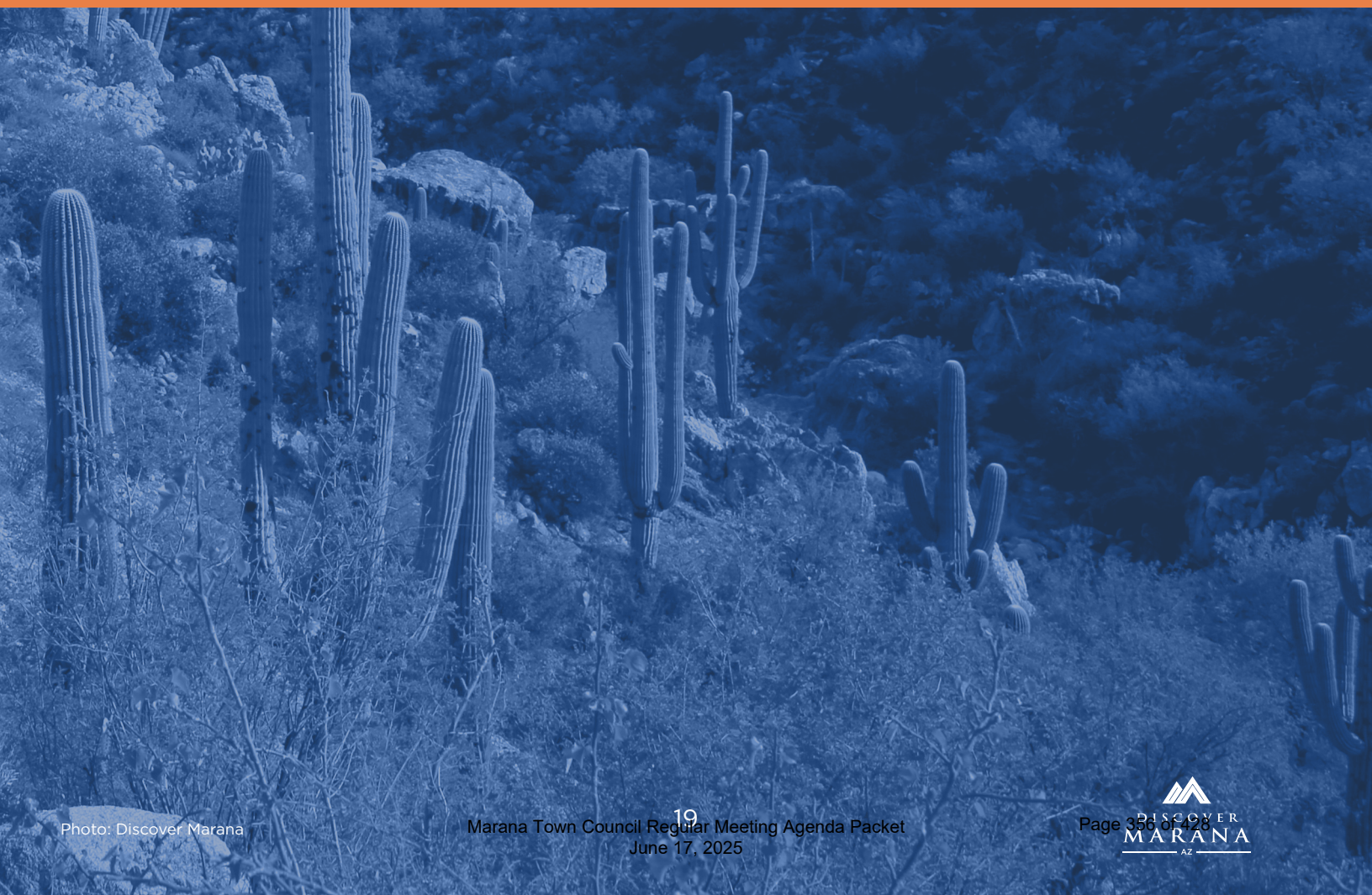


Photo: Discover Marana

Evolution of Key Tourism Drivers

To help craft this Tourism Master Plan, three primary tourism drivers were identified. These travel motivators are already present for Marana and drive a significant segment of its current visitation. These drivers can be understood through three levels:

Foundational drivers: These include those facets of travel and tourism that already exist. These have created a basis for the travel economy upon which to grow the travel & tourism industry.

- Visiting friends and relatives in "Southern Arizona"
- Day visitation for outdoor recreation
- Day visitation for festivals and experiences

Promotional drivers: These represent immediate growth opportunities for the Town to expand its travel and tourism reach and to build upon its foundational drivers.

- Visiting friends and relatives with brand awareness of Marana
- Multi-day visits for outdoor recreation activities and events
- "Piggyback" events on the day before or after established festivals

Aspirational drivers: These demonstrate where the Town seeks to expand its tourism footprint, gain new visitation, and evolve its reputation as a destination.

- Choosing Marana as a family travel destination
- Reputation as an outdoor adventure destination
- Multi-day festivals and experiences driving overnight stays

	Welcoming Family Travel	Exciting Outdoor Recreation	Unique Agri-Western Experiences
2035 Aspirational	 Choosing Marana as a Family Travel Destination	 Reputation as an Outdoor Adventure Destination	 Multi-Day Festivals and Experiences driving overnight stays
Promotional	 Visiting Friends and Relatives with Brand Awareness of Marana	 Multi-Day Visits for Activities and Events	 "Piggyback" events on the day before or after established Festivals
2025 Foundational	 Visiting Friends and Relatives in "Southern Arizona"	 Day Visitation for Outdoor Recreation	 Day Visitation for Festivals and Experiences


Photo: Deirdre Rosenberg


Photo: Deirdre Rosenberg


Photo: Deirdre Rosenberg



Photo: Discover Marana

Destination Objectives, Strategies, & Indicators

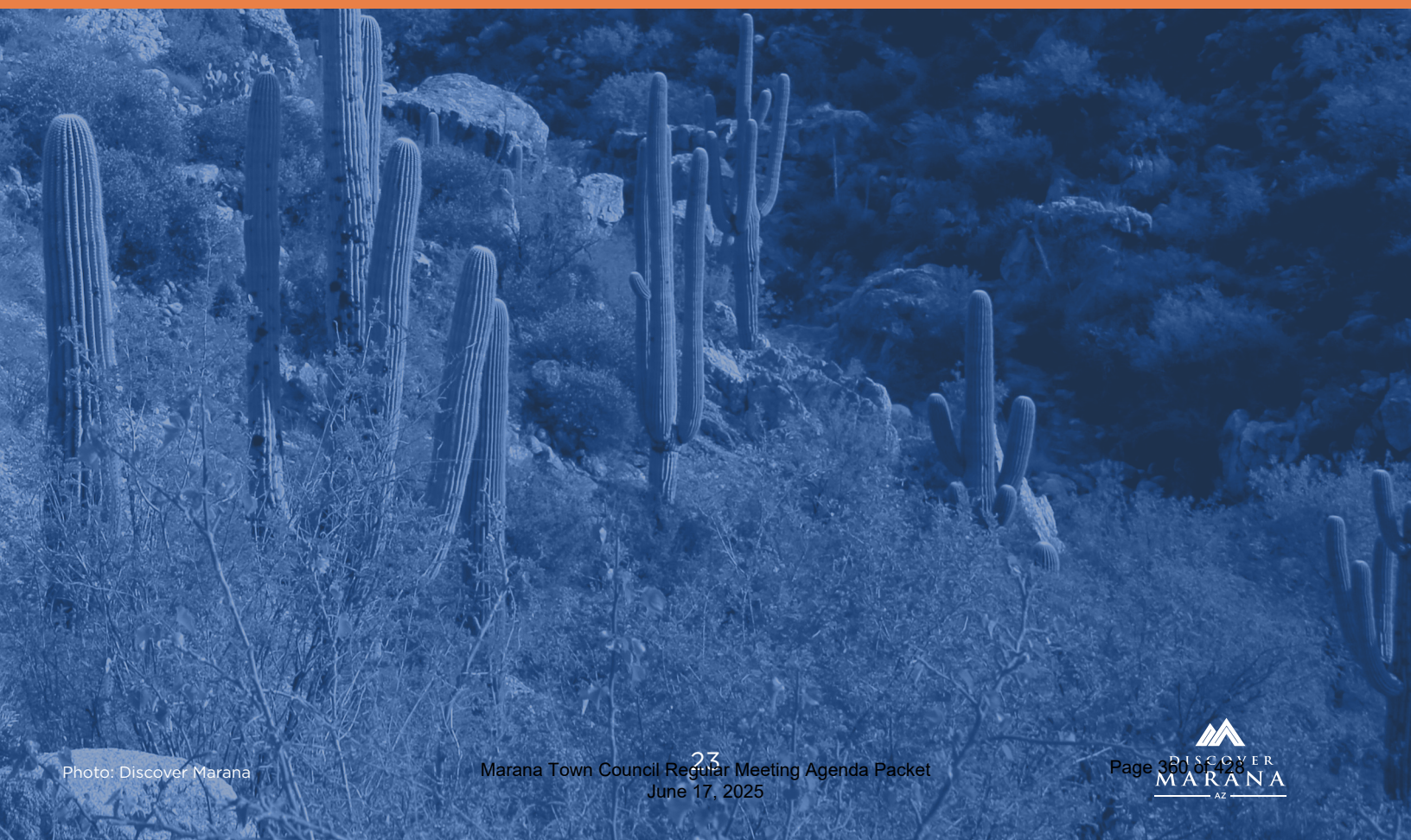


Photo: Discover Marana

Destination Objectives, Strategies, & Indicators

Target, attract, and develop new amenities to elevate Marana as a destination

Strategies

1.1 Support Downtown development in service of the visitor economy
2.1 Develop all-season recreation
2.2 Study Heritage Park as a tourism asset
3.1 Attract a family-friendly destination hotel

Indicators

- Increase length of visitor stay year-over-year
- Expand indoor visitor attraction square footage by 20% by 2035

Roll out the welcome mat for families at all life stages

Strategies

1.2 Inventory family-friendly amenities
1.3 Incorporate family-friendly amenities in new developments
2.3 Expand family-friendly gathering spaces
3.2 Recruit family-friendly attractions
3.3 Pursue accessibility certifications

Indicators

- Achieve two certifications indicative of inclusivity across ages and abilities by 2035
- Double the number of family-oriented itineraries published by Discover Marana by 2035

Leverage and evolve Marana's world-class outdoor recreation and parks

Strategies

1.4 Develop a food-oriented gathering space
2.4 Encourage outdoor-related businesses
2.5 Expand outdoor recreation tourism assets
3.4 Create a signature bike event
3.5 Develop and begin implementing a sports tourism plan

Indicators

- Grow shared-economy/rental recreation options over 2025 baseline
- Increase the number of visitors to Ironwood Forest National Monument 5% year-over-year
- Increase funding for outdoor amenities by 25% by 2035

Promote, enhance, and expand Marana's award-winning festivals and events

Strategies

1.5 Streamline the community event planning and permitting process
1.6 Develop and execute a 50th Anniversary celebration for the Town
2.6 Expand capacity for Town festivals and events
3.6 Conduct preliminary planning for a performance event space

Indicators

- Increase count of multi-day festivals and events to six per year
- Attract five new sporting events over the ten-year planning horizon
- Increase average daily overnight visitor spend by 30% by 2035

Celebrate and preserve Marana's unique arts & heritage

Strategies

1.7 Develop a history and heritage storytelling system
1.8 Expand the Public Art program
2.7 Create a facility to share Marana's history and heritage

Indicators

- Double the number of heritage-focused itineraries published by Discover Marana by 2035
- Introduce two new annual events that celebrate Marana's arts and/or heritage by 2035
- Grow earned media value on Marana's arts, culture and heritage



Expand, diversify, and promote Marana's accommodations and conference offerings

Strategies

1.9 Create and execute a "Stay in Marana" campaign
1.10 Engage developers to consider accommodation development in Marana
1.11 Diversify and grow short-term rental offerings
1.12 Inventory Town-wide conference space
2.8 Encourage meeting and conference development

Indicators

- Expand meeting space by 20% over 2025 baseline
- Increase the number of meetings and conferences generated by outside-of-region users by 20% by 2035
- Increase hotel room inventory 20% by 2035

Incubate and grow small tourism-focused businesses and locally owned restaurants

Strategies

1.13 Partner with the Restaurant Task Force to grow food and beverage options
1.14 Perform an outdoor recreation business gap analysis
2.9 Support the development of high-end bespoke tours and experiences
2.10 Develop maker spaces for microbusinesses
2.11 Establish partnerships with organizations serving small businesses

Indicators

- Increase the number of food & beverage small businesses 15% by 2035
- Increase the number of other tourism-supporting small businesses 15% by 2035



Photo: Discover Marana

Generate and amplify a sense of place, excitement, and pride in the identity of Marana

Strategies

2.12 Establish an ambassador program
2.13 Strengthen residential community identity
3.7 Articulate and distinguish Marana's "House of Brands"

Indicators

- Grow earned media value for "Pride of Place" stories in local media
- Raise brand awareness score on visitor survey by by 25% over 2025 baseline

Identify funding sources and invest strategically in Marana's visitor economy

Strategies

1.15 Create a strategy for purchasing land for tourism-supportive development
1.16 Explore outside funding for tourism-related activities
1.17 Create a crisis communications plan
2.14 Investigate mutually beneficial tourism partnerships
2.15 Develop an infrastructure investment strategy for outdoor assets

Indicators

- Increase funding for tourism investments 25% by 2035
- Increase bed tax collections by 5% year-over-year

Use data to amplify Marana's authentic story and measure and demonstrate success

Strategies

1.18 Establish internal mechanics in alignment with the Tourism Master Plan
1.19 Update the Discover Marana website to support the Tourism Master Plan
1.20 Delineate Town of Marana and Discover Marana roles
1.21 Develop a data dashboard
2.16 Explore signage on Town property
3.8 Research strategies to maximize off-season visitors

Indicators

- Increase overall visitation by 10% by 2035
- Increase web traffic by 50% by 2035

Phase 1: Seeding Growth, Years 1-4

The first stage of the Discover Marana Tourism Master Plan focuses on fine-tuning efforts that are already underway, establishing baseline inventories and gap analyses so that future investment is well-informed, and launching catalytic actions. Some efforts will immediately affect the visitor experience and tourism economy, while other efforts are the seeds for long-term flourishing. Many of these efforts seek to plant the seed for Marana as a distinct place and destination and to celebrate its heritage through its 50th anniversary.

1.1 Support Downtown development in service of the visitor economy

The Town of Marana owns 20 acres, and a private developer owns 40 acres in the area slated to be developed as Marana's Downtown. The Town and developer have partnered to envision, master plan, and program the full 60 acres. The Town will continue its commitment to this partnership and advocate for development in the Downtown area that supports the visitor economy, such as walkability, a mix of uses, a visitor center, an adventure center that offers rentable equipment for exploring the area,, and visitor-friendly businesses, such as restaurants, shops, and nightlife venues. This will position Marana's Downtown to be a destination in its own right.

Partners: **Town of Marana Economic Development**, Downtown Developer, Discover Marana, Town of Marana Cultural Heritage, Marana Chamber of Commerce, Pima County, Local First Arizona

Estimated Resource Requirements: $$$

1.2 Inventory family-friendly amenities

To realize the evolution of *Welcoming Family Travel* as a tourism driver, Discover Marana will conduct an assessment of what it currently offers families. This should include inventorying specific attractions, itineraries, and amenities tailored for family travel. Once a complete inventory has been compiled, Discover Marana will then determine the gaps it has in meeting the needs of family travel. These findings will help

inform other strategies in the Tourism Master Plan and help to further tailor and refine implementation.

Partners: **Discover Marana**, Town of Marana Parks & Recreation, Town of Oro Valley, Visit Tucson, National Park Service
Estimated Resource Requirements: $

1.3 Incorporate family-friendly amenities in new developments

Destinations that are genuinely welcoming of families have amenities in developments that help to support them: changing tables for babies in all bathrooms, play areas in open spaces for older children, ramps for everyone dependent on wheels for mobility regardless of age, and handrails on ramps and stairs for those needing some assistance. In this Strategy, the Town of Marana will first identify the types of family-friendly amenities it wants in its built environment, then determine how to incorporate them into new developments and redevelopment of existing buildings.

Partners: **Town of Marana Legal**, Town of Marana Development Services, Town of Marana Cultural Heritage, Town of Marana Parks and Recreation, hotels, restaurants
Estimated Resource Requirements: $

1.4 Develop a food-oriented gathering space

People—residents and visitors alike—often enjoy being able to people-watch, gather, and enjoy a meal at the same time. A gathering space with a mix of uses provides for community, passive entertainment, a critical mass of people, and a way to showcase local cuisine and shopping. The Town of Marana has been pursuing the development of a food-oriented gathering space on Town land, with the goal of developing something akin to the Silos in Waco, TX or The Churchill in Phoenix, AZ.

Partners: **Town of Marana Economic Development**, Town Council, Town of Marana Town Manager's Office, Town of Marana Development Services, Town of Marana Parks and Recreation, Pima County Health Department, restaurants
Estimated Resource Requirements: $$

1.5 Streamline the community event planning and permitting process

Discover Marana will ensure the event planning and permitting process is as streamlined as possible to allow for new and larger events and festivals. Components of this effort include identifying and pursuing third-party organizations to support and fund events, reviewing the current permitting process and making efficiencies where possible, and creating a training program to support organizations that are putting on events in the community. Further, Discover Marana will want to confirm that all events hosted in Marana are branded as Marana events and not as other communities in Southern Arizona.

Partners: **Discover Marana**, Town of Marana Economic Development, Town of Marana Parks and Recreation, Town of Marana Development Services, Town of Marana Public Works
Estimated Resource Requirements: $$

1.6 Develop and execute a 50th Anniversary celebration for the Town

Incorporated in 1977, the Town of Marana is quickly approaching its 50th anniversary. Celebrating this milestone can help elevate the Marana brand for residents and visitors alike. The Town should craft this celebration in a way that reinforces a strong sense of place, so that residents can have enhanced clarity and pride in their hometown. The three primary drivers of tourism should be considered when developing the themes for this celebration, as these are drivers the Town is actively seeking to evolve into longer stays with more visitor spend. These drivers are *Welcoming Family Travel*, *Exciting Outdoor Recreation*, and *Unique Agri-Western Experiences*. This effort will tap the entire town government and its various expertise to successfully carry out a memorable anniversary celebration.

Partners: **Town of Marana Town Manager's Office**, Town of Marana departments
Estimated Resource Requirements: $$$

1.7 Develop a history and heritage storytelling system

Marana's history runs deep. From Indigenous people living in the area for millennia to early ranchers and cotton farmers who located here in the 19th and 20th centuries to a role in aviation during World War II, Marana has a wealth of history and heritage to celebrate. In this Strategy, the Town will develop a robust and user-friendly storytelling system accessible to residents and visitors. This will empower residents to learn more about the place they call home and will draw visitors to explore this rich history.

Partners: **Town of Marana Cultural Heritage**, Discover Marana, Town of Marana Communications, Marana Chamber of Commerce, Town of Marana IT
Estimated Resource Requirements: $$



Photo: JD Fitzgerald/Marana Parks & Recreation

1.8 Expand the Public Art program

Marana already has a Public Art program that raises funds to place art in public spaces. In this Strategy, the Town will look at the program through a visitation lens to ensure the program serves as an asset in the visitor experience. First, the location of art can be specified such that the placement enhances place-making efforts. Visitors like to go to places that are interesting, have flair, and are inviting. Art placement plays a role in this. Second, the Town may consider criteria for art installations that demonstrate a connection to and honor the Town's different historical eras. Next, the Town can consider expanding the program to integrate art into redevelopments and future developments, thereby expanding the range of places where art is located. Last, to ensure the art is accessible to residents and visitors alike, the Town will develop tools like printed maps or an app to share where and how to find art installations.

Partners: **Town of Marana Town Manager's Office**, Town of Marana Communications, Town of Marana Cultural Heritage, Town of Marana Public Works, Town of Marana Development Services, Town of Marana Economic Development
Estimated Resource Requirements: $$

1.9 Create and execute a "Stay in Marana" campaign

One goal of this Tourism Master Plan is to grow the brand awareness of Marana so that people know they are in Marana when they are here and not in a surrounding community or just in Southern Arizona. One way to reinforce the location of Marana is through a "Stay in Marana" campaign in which existing hotels and resorts are promoted as the places to stay to explore the Town and Southern Arizona. Further, this campaign could emphasize that the Town of Marana is also the place for weddings and other social events where guests Stay in Marana. Last, the execution of this campaign will also include reaching out to local corporate businesses to ensure they know what Marana has to offer to attract business travel: meeting spaces, hotel rooms, and dining.

Partners: **Discover Marana**, Marana Chamber of Commerce, Marana Regional Airport, Southern Arizona Sports Tourism and Film Authority, hotels, retail partners, wedding and event planners
Estimated Resource Requirements: $$


Photo: Vic Hathaway



Photo: The Ritz-Carlton, Dove Mountain

1.10 Engage developers to consider accommodation development in Marana

The Town of Marana and Discover Marana know the growing promise of the community as a destination and are positioned to draw development interests to Marana to help make the future vision a reality. One component of this is fostering the awareness and desire of accommodation companies and developers to consider Marana for their future hotels and resorts. To this end, the Town of Marana will conduct an accommodations needs assessment that inventories current lodging options and current room nights, forecasts needs for the ten-year horizon, makes projections for future room nights, and offers recommendations to bridge the difference. These findings can then be shared with investors and developers to entice them to consider Marana.

Partners: **Town of Marana Economic Development**, Discover Marana, Southern Arizona Sports Tourism and Film Authority, Arizona Office of Tourism, Arizona Lodging & Tourism Association, Local First Arizona, hotel developers, Downtown developers and landowners
Estimated Resource Requirements: $$

1.11 Diversify and grow short-term rental offerings

Some travelers look for unique and memorable accommodations and a departure from more corporate hotel fare. To attract these travelers to Marana, the Town will examine the current environment of the short-term rental (STR) market, what development codes allow, and what steps can be taken to broaden the community's offerings. In addition to residential-style STRs, the Town will also look at options for travelers seeking the glamping experience or traveling in RVs.

Partners: **Discover Marana**, Town of Marana Economic Development, Town of Marana Community Services, Town of Marana Finance, STR host companies
Estimated Resource Requirements: $$

1.12 Inventory town-wide conference space

To increase the Town's attractiveness for the meeting market, it will need to have resources in place to meet the demand. To do so, Marana first needs to know what resources it has. In this Strategy, the Town will inventory the available meeting and conference space. This inventory will consider the overall size of facilities, number of meeting rooms, largest meeting room, connection to nearby hotels, year built and/or renovated, and both a Google and AAA rating.

Partners: **Town of Marana Economic Development**
Estimated Resource Requirements: $

1.13 Partner with the Restaurant Task Force to grow food and beverage options

The Town of Marana already knows how important a range of dining options are to the vibrancy of a community. The Town started the Restaurant Task Force to diagnose hurdles to developing new restaurants and to devise strategies to attract new restaurants to town. This Strategy continues that concerted effort, building on the understanding that a variety of food and beverage establishments also drives visitation.

Partners: **Town of Marana Economic Development**, Discover Marana, Marana Chamber of Commerce, Restaurant Task Force, Town of Marana Development Services, restaurants
Estimated Resource Requirements: $

1.14 Perform an outdoor recreation business gap analysis

While Marana has the natural landscape and some built infrastructure for the outdoor recreation industry, much more can happen, especially when building toward the aspiration for the *Exciting Outdoor Recreation* tourism driver: *Reputation as an Outdoor Recreation Destination*. Building the destination as an outdoor recreation locale will take investment in connecting people to activity and growing local businesses that support recreation. In this Strategy, the Town will inventory the current array of outdoor recreation businesses, compare that to what will be needed in the future vision of Marana's outdoor recreation offerings, highlight gaps, and then provide actionable recommendations to address each gap.

Partners: **Town of Marana Economic Development**, Discover Marana, Town of Marana Parks and Recreation, Marana Chamber of Commerce, Pima County
Estimated Resource Requirements: $


Photo: Discover Marana

1.15 Create a strategy for purchasing land for tourism-supportive development

As Marana learned from the Town of Gilbert field trip in May 2024, having property owned by the Town facilitates future development that achieves Town goals. In this Strategy, the Town will continue to purchase land with an eye toward those parcels that help to achieve development visions.

Partners: **Town of Marana Economic Development**, Discover Marana, Marana Chamber of Commerce, Town Manager's Office, Town of Marana Legal Department, Real Estate Division
Estimated Resource Requirements: $$

1.16 Explore outside funding for tourism-related activities

The Town of Marana and Discover Marana will be able to make more of this Tourism Master Plan a reality through effective public-private partnerships. Increasing funding for tourism-related activities through partnerships, grants, or other arrangements with outside companies will not only bring more financial resources to bear on this plan but will also bring more voices together in support of the community's vision.

Partners: **Town of Marana Grant Manager**, Discover Marana, Marana Chamber of Commerce, Southern Arizona Arts and Cultural Alliance, Arizona Office of Tourism, Southern Arizona Sports Tourism and Film Authority
Estimated Resource Requirements: $

1.17 Create a crisis communications plan

One key strategic investment in Marana's tourism economy is to create a crisis communications plan to be deployed in the unfortunate event of a catastrophic natural disaster or other disruptive event. This communications plan will guide communications to Marana's visitors and industry partners during and after such a crisis. Components of the plan will include the identification of triggering events that would indicate deployment of the plan; a delineation of the roles and responsibilities of different parties; framing for key messages, tailored by audience; a monitoring approach for understanding how media is reporting the situation; adaptive messaging strategies within a fluid situation; post-event communication of Marana's recovery, and a framework for post-event evaluation of the effectiveness of the response.

Partners: **Discover Marana**, Town of Marana Communications, Town of Marana Emergency Management, Town of Marana Town Manager's Office, Town of Marana Police
Estimated Resource Requirements: $


Photo: JD Fitzgerald/Town of Marana

1.18 Establish internal mechanics in alignment with the Tourism Master Plan

The Town of Marana has already started to be intentional about its approach to tourism by crafting marketing strategies, partnering with kindred organizations, and allocating budget to priority efforts. This Strategy will continue and deepen this intentionality, with a focus on marketing strategies, partnerships, and project plans that support this Master Plan.

Partners: **Discover Marana**, Town of Marana Cultural Heritage, Town of Marana Parks and Recreation, Marana Regional Airport, Arizona Office of Tourism, Town of Oro Valley, Southern Arizona Arts & Cultural Alliance, Southern Arizona Sports Tourism and Film Authority, third-party marketing agency
Estimated Resource Requirements: $$

1.19 Update the Discover Marana website to support the Tourism Master Plan

Discover Marana will continue to update its website and leverage emerging technologies to reflect the vision set forth in this Plan and to share strategies underway. Changes may also be made that are part of the execution of Strategies in this Plan, lending visibility or promotional support to those initiatives.

Partners: **Discover Marana**, Town of Marana Communications, Arizona Office of Tourism, representatives of all assets as needed
Estimated Resource Requirements: $

1.20 Delineate Town of Marana and Discover Marana roles

There is currently some lack of clarity around the roles and responsibilities of Discover Marana other Town departments, especially when it comes to marketing, communications, and branding. In this Strategy, roles and responsibilities will be clearly delineated, thus empowering both Discover Marana and other Town departments to more effectively carry out their respective work.

Partners: **Discover Marana, Town of Marana Communications**, Town of Marana Cultural Heritage, Town of Marana Economic Development, Town of Marana Parks and Recreation, Marana Regional Airport
Estimated Resource Requirements: $

1.21 Develop a data dashboard

Building transparency into how Discover Marana shares progress on its work will help build confidence in the organization as it expands its efforts to grow tourism in the Town. To that end, Discover Marana will develop a data dashboard that demonstrates progress on achieving the objectives of this Plan, as well as infographics demonstrating the broader tourism economy and its evolution as this Plan is implemented.

Partners: **Discover Marana**, Town of Marana Communications, Town of Marana Economic Development, Town of Marana Finance Department
Estimated Resource Requirements: $

Phase 2: Supporting Growth, Years 5-7

Phase 2 begins to see the investments of Phase 1 come to fruition and then takes a multi-prong approach to expanding from that point. In Phase 2, Marana will implement strategies to more clearly distinguish itself as both a community and destination and launch unique "Of Marana" events, festivals, and sporting events. This phase sees the Town and Discover Marana further grow and invest in their networks to strengthen the local tourism economy. Last, this phase sees the Town continue to invest and grow its existing assets to meet the needs and wants of residents and visitors.

2.1 Develop all-season recreation

While Marana has delightful weather from October through April, its average temperature exceeds 90° for six months of the year. This reduces the appeal of Marana as a destination for many visitors, and those who do come may have fewer options on what they can do since the outdoors is one of the community's biggest draws. To counter this, the Town will develop covered outdoor or indoor gathering spaces to facilitate summer visitation and gathering. This could include developing indoor recreation spaces, an indoor park, an indoor or covered venue for small concerts, and other covered outdoor gathering spaces.

Partners: **Town of Marana Parks and Recreation**, Discover Marana, Town of Marana Economic Development, Town of Marana Town Manager's Office, Town of Marana Finance, Town of Marana Development Services
Estimated Resource Requirements:$$$

2.2 Study Heritage Park as a tourism asset

Heritage Park and nearby Gladden Farms Community Park are already assets for the Marana community. That said, some additional study of Heritage Park will provide the Town and Discover Marana more insight into how it could be developed to be a stronger

asset to residents and visitors alike. To do so, the Town will want to launch surveys and collect ideas for year-round usability, prioritize ideas, and craft a master plan. The master plan will also include a more rigorous feasibility study of various amenities and events that could be considered, everything from the more common—covered play spaces and splash pads—to the more unusual, integrating some of the agri-western heritage of Marana into the programming and design.

During and beyond this process, the Town will begin coordinating the marketing and programming of Heritage Park and Gladden Farms Community Park. While these are two distinct places, their proximity allows for this coordination to attract target markets to come and experience Marana.

Partners: **Town of Marana Parks and Recreation**, Town of Marana Cultural Heritage, Town of Marana Economic Development, Town of Marana Town Manager's Office, Discover Marana, Marana Heritage Conservancy
Estimated Resource Requirements: $$$


Photo: Marana Parks & Recreation

2.3 Expand family-friendly gathering spaces

Welcoming Family Travel is one of the primary drivers of tourism to Marana. To grow this driver from visiting friends and relatives in Southern Arizona to choosing Marana as a family travel destination, Marana will expand its family-friendly spaces throughout the community. This could include amenities like indoor play parks, encouraging restaurants to have family-friendly policies and spaces, and supporting interactive educational museums.

Partners: **Discover Marana, Town of Marana Economic Development,** Town of Marana Parks and Recreation, restaurants and retail, and other private-sector partners
Estimated Resource Requirements: $$

2.4 Encourage outdoor-related businesses

Marana and the immediate environment have abundant outdoor recreation opportunities, spanning hiking, road biking, mountain biking, and bird watching. With only a few outdoor-related businesses in Town, however, any visitor without their own gear will be unable to engage in these activities fully. To support resident and visitor use of outdoor recreation amenities and to grow awareness of all that Marana offers, the Town will explore opportunities to encourage outdoor recreation-related businesses to locate near recreation access points.

Partners: **Town of Marana Economic Development, Discover Marana,** Town of Marana Parks and Recreation**,** Pima County, Arizona State Parks & Trails, retail partners
Estimated Resource Requirements: $


Photo: Marana Parks & Recreation

2.5 Expand outdoor recreation tourism assets

Marana is blessed with a wealth of outdoor recreation opportunities: hiking, birding, road cycling, mountain biking, and equestrian sports. These currently generate primarily day visits to Marana, and while many of these experiences are world-class, they suffer from low awareness. In order to grow the outdoor recreation tourism driver from day visits to multi-day visits and to grow Marana's reputation as an outdoor adventure destination, the Town will expand on these tourism assets, pursue noteworthy recognitions, and seek to attract new events, from cycling road races to rodeos.

Partners: **Discover Marana, Town of Marana Communications**, Town of Marana Parks and Recreation, Pima County, Arizona State Parks & Trails, Tucson Bird Alliance
Estimated Resource Requirements: $$$

2.6 Expand capacity for Town festivals and events

The Town of Marana has four signature events: Founders' Day Parade and Festivities, the Star-Spangled Spectacular, the Fall Festival, and the Holiday Festival. These are well received by the local and regional populations and those visiting during those times. The Town has limited capacity to expand these festivals or consider taking on new events or festivals. To address this, Marana will explore partnerships with entities that bring the capacity to expand existing events and festivals or introduce new ones. Some events that align with its destination brand and goals that Marana may consider are the Taste of Marana festival, events that celebrate its aviation history, and events that celebrate its ranching history, such as a specialty rodeo.

Partners: **Town of Marana Parks and Recreation**, Discover Marana, Town of Marana Cultural Heritage, Town of Marana Economic Development, Marana Regional Airport, Pima County
Estimated Resource Requirements: $$$

2.7 Create a facility to share Marana's history and heritage

There is no museum or other facility in Marana that is a central collection space for stories and artifacts of the Town's history and heritage. In this Strategy, Marana will plan and then implement the development of a location to house, exhibit, and promote its history. This facility will help Marana continue defining itself and its story and give visitors another attraction to enjoy.

Partners: **Town of Marana Cultural Heritage**, Town of Marana Parks and Recreation, Town of Marana Town Manager's Office, Old Pueblo Archeology, Marana Heritage Conservancy
Estimated Resource Requirements: $$$

2.8 Encourage meeting and conference development

With a meeting and conference facility inventory in place, Marana will turn its attention to setting the stage for being a desirable place for such events. First, the Town will consider the types of meetings and conferences it may wish to attract and which organizations may find Marana a good location, especially in its Downtown area. Next, this information will be cross-referenced with the current inventory to identify gaps in meeting potential demand. Last, Marana will examine its municipal codes to ensure they facilitate conference and meeting space development at logical places.

Partners: **Town of Marana Economic Development**, Discover Marana, Town of Marana Transportation, Town of Marana Development Services, Downtown Developer, hotel developers
Estimated Resource Requirements: $$$

2.9 Support the development of high-end bespoke tours and experiences

While Marana is home to the ultra-luxurious The Ritz-Carlton, Dove Mountain, resort guests don't often look for or find attractions, places, or experiences outside the grounds with which to engage. The result is that the economic impact of individual stays at The Ritz-Carlton, Dove Mountain does not reach further into the Marana community. To address this, the The Ritz-Carlton, Dove Mountain, with facilitation support from Discover Marana, will collaborate with community partners to develop bespoke tours and experiences attractive to this high-end clientele.

Partners: **The Ritz-Carlton, Dove Mountain**, Discover Marana, local museums and galleries, agritourism partners
Estimated Resource Requirements: $$



Photo: The Ritz-Carlton, Dove Mountain

2.10 Develop maker spaces for microbusinesses

Creating a maker space fosters creativity and collaboration and empowers entrepreneurs to make their business ideas a reality. By providing spaces, such as commercial kitchens, office and meeting spaces, and spaces that have woodshops, metal shops, and art-making facilities, Marana can give small businesses the leg-up they need to establish themselves and contribute their creativity to the Marana community and the market at large. In addition, maker spaces play a role as community gathering spaces for creatives in the community. As such, they help promote community engagement and contribute to the strengthening of Marana's community identity.

Partners: **Town of Marana Economic Development**, Marana Chamber of Commerce, Southern Arizona Arts & Cultural Alliance, Pima County Health Department, Local First Arizona
Estimated Resource Requirements: $$$

2.11 Establish partnerships with organizations serving small businesses

Building the ecosystem of organizations that support small businesses will provide more tools to those businesses, further investing in their success. In this Strategy, Discover Marana will collaborate with the Marana Chamber of Commerce to continue their efforts to work with business owners within the travel and tourism industry to better understand their needs and then determine ways to meet those needs. Discover Marana will also establish, grow, and deepen relationships with other small business-serving organizations, like business development centers, to meet this need.

Partners: **Town of Marana Economic Development, Discover Marana**, Marana Chamber of Commerce, Local First Arizona, Pima County Small Business Development Center, Local Financial Institutions
Estimated Resource Requirements: $



Photo: Discover Marana

2.12 Establish an ambassador program

A destination's attractiveness is partly communicated by how its businesses and front-line staff share its value with clientele. Discover Marana will work with these entities and their employees, identify opportunities to enhance their knowledge of Marana as a destination, and share tools for them to get the word out to visitors. This may include regular training programs, periodic updates on new businesses and attractions, having identifiable ambassadors attend and support community events, and sharing event calendars. Together, these actions will enhance the quality of information shared with visitors from local tourism workers and help make the experience of visiting Marana even more enjoyable.

Partners: **Discover Marana**, Town of Marana Cultural Heritage, Town of Marana Parks and Recreation, Marana Chamber of Commerce, Visit Tucson, Certified Tourism Ambassadors Network for Pima County, Arizona Office of Tourism, local Native American organizations

Estimated Resource Requirements: $


Photo: Discover Marana

2.13 Strengthen residential community identity

Marana is a relatively young and growing town. It was established in 1977 with a population of 1,500, now growing to approximately 65,000. The Town is over 121 square miles, with about 540 people per square mile. Compare that to Phoenix (3,100 people/sq. mi.), Gilbert (3,900 people/sq. mi.) and Tucson (2,250 people/sq. mi.) In addition, many mailing addresses within the Town boundaries are assigned a different city by the U.S. Postal Service. The mix of the rapid population growth, the dispersal of population over a large area, and the confusion about town of residency results in a weaker sense of community identity.

To address this, The Town of Marana will initiate a strategy to strengthen people's ties to the place of Marana. This could include erecting branded street signs, establishing town boundary signs, creating an artistic map of Marana that is shared with all residents, developing approaches to build community pride in school-age children, or working with the community to establish district names, especially at commercial nodes that are envisioned to attract residents and visitors. These actions will help people identify with a smaller and more relatable geography.

Partners: **Town of Marana Town Manager's Office (entire, including Communications)**, Discover Marana,

Pima County, Southern Arizona Arts & Cultural Alliance, Local Native American organizations
Estimated Resource Requirements: $$

2.14 Investigate mutually beneficial tourism partnerships

Growing a vibrant destination with continued residential support, a thriving local economy, and a natural environment that maintains its allure is not the job of just Discover Marana. Multiple organizations play a role in making Marana a great place to live, work, play, and stay. In this Strategy, Discover Marana will lead an effort to identify and grow partnerships with other organizations that have a role to play in travel and tourism.

Partners: **Discover Marana**, Marana Chamber of Commerce, Marana Regional Airport, Town of Oro Valley, Visit Tucson, Pinal County, Pima County, Arizona Office of Tourism
Estimated Resource Requirements: $$

2.15 Develop an infrastructure investment strategy for outdoor assets

One of the things that has risen to prominence since 2020 is engaging in outdoor activities. Many destinations witnessed increased use of trails and a commensurate gap between infrastructure at trailheads and their ability to serve that growing demand. This infrastructure gap includes elements like bathrooms, trash facilities, and educational signage. Marana is no different. While it has fantastic outdoor assets, access points and asset amenities are lacking in some cases. In this Strategy, the Town will develop, as part of the Parks & Recreation Master Plan, an approach to identify the types of infrastructure needed at individual outdoor assets. It will then create an investment plan to implement the recommendations.

Partners: **Town of Marana Parks and Recreation**, Town of Marana Town Manager's Office, Discover Marana, Town of Marana Economic Development, Town of Marana Public Works, Marana Regional Airport
Estimated Resource Requirements: $$

2.16 Explore signage on Town property

Two of the key objectives of this Master Plan are to tell Marana's story and to generate a greater sense of place and pride in the identity of Marana. The Town will explore how it can leverage its properties as sites for billboards and signage to boost community identity. In addition to Town property, the I-10 corridor will be explored for additional billboard opportunities, both near Marana and along the drive approaching Marana from both the east and west, and Discover Marana will also seek opportunities to leverage digital wayfinding or other emerging technologies.

Partners: **Town of Marana Communications**, Discover Marana, Town of Marana Transportation, Southern Arizona Sports Tourism and Film Authority, Arizona Office of Tourism, Arizona Department of Transportation
Estimated Resource Requirements: $$

Phase 3: Reaping Rewards, Years 8-10

By the eighth year of implementation, the destination should be evolving and seeing some of the Destination Vision Narrative described in this Plan coming to fruition. Targeted visitors should be coming and staying longer. Attractions will be expanding, and new ones will be built. Tourism-supportive partnerships have been established and provide the tools for a thriving local tourism economy. The Strategies in this phase seek to deepen and diversify what tourism is in Marana, and to further establish the Town's reputation as a destination of choice.

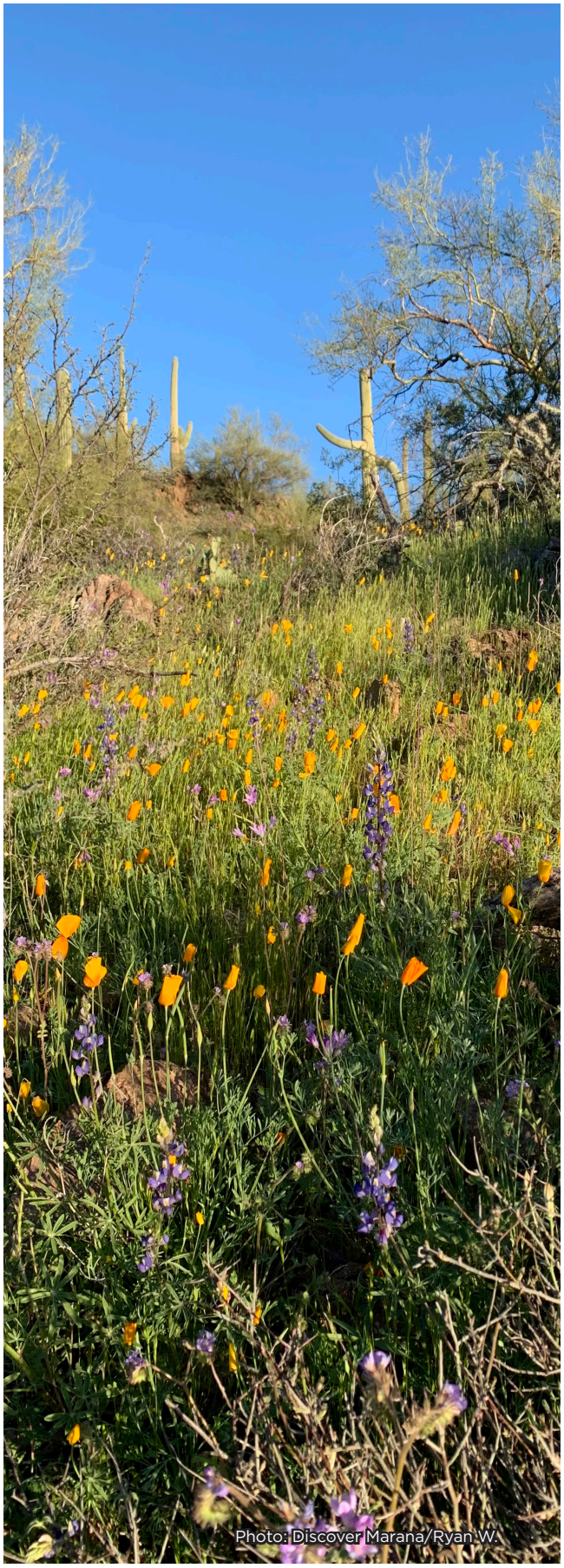
3.1 Attract a family-friendly destination hotel

To reach the aspiration of a destination of choice for family travel, Marana will seek to attract a family-friendly destination hotel that can provide a year-round draw to come and stay. Hotels that have built-in amusement areas, such as a water park, ropes course, video arcade, or indoor mini golf, would provide such an attraction. Other amenities could include family-friendly rooms with the capacity for larger families and in-room perks for children, family-friendly dining experiences, on-site child care, and options for parent-only experiences.

Partners: **Discover Marana, Town of Marana Economic Development**, Marana Chamber of Commerce, Pima County, Visit Tucson, hotels
Estimated Resource Requirements: $$$

3.2 Recruit family-friendly attractions

While other Strategies in this Plan seek to enhance the family-friendliness of existing attractions or introduce a signature family-friendly resort hotel, this Strategy aims to grow welcoming family travel, and to be a destination of choice through increasing the number and variety of family-friendly attractions in the community. Attractions


Photo: Discover Marana/Ryan W.

could include elements like a youth-focused sports park open to sports tournaments, shorter and easier trails in scale with kids' abilities, a hands-on discovery museum, or indoor play parks.

Further, Marana will look to grow the amenities of interest for active adults seeking to continue an adventurous life, regardless of age. This could include more enriched cultural experiences, history and heritage exhibits, enhanced accessibility on trails and paths, and self-care indulgences like spas.

Partners: **Discover Marana**, Town of Marana Economic Development, Visit Tucson, Southern Arizona Attractions Alliance, Arizona Commerce Authority
Estimated Resource Requirements: $$

3.3 Pursue accessibility certifications

It is one thing to say that a destination is family-friendly. It is an entirely different thing to be recognized for going the extra mile to actually be a friendly and welcoming destination. In this Strategy, as Marana becomes more family-friendly and accessible for all, the Town will identify a few certifications to pursue as a way to gain recognition for how it considers and accommodates visitors with disabilities. This could include certification as an International Board of Credentialing and Continuing Education Standards (IBCCES) Certified Autism Destination or becoming Destination Verified by Wheel the World.

Partners: **Discover Marana**, Town of Marana Parks and Recreation, local accessibility experts, local tourism business partners
Estimated Resource Requirements: $

3.4 Create a signature bike event

Marana is already considered one of the world's best winter cycling training areas by international cyclists. With assets like the 137-mile Chuck Huckelberry Loop (The Loop), proximity to the Tortolita Mountains, and events like El Tour de Tucson, Marana has some key foundational pieces in place for designing and launching a signature bike event for gravel, road, or mountain biking. Such an event would help elevate the Marana Brand, highlight its reputation as an outdoor adventure destination, and help it evolve this outdoor recreation tourism driver.

Partners: **Town of Marana Parks and Recreation**, Discover Marana, Town of Marana Economic Development, Town of Marana Development Services, Marana Regional Airport, Pima County
Estimated Resource Requirements: $$$

3.5 Develop and begin implementing a sports tourism plan

With a prime location along the I-10 corridor, a younger population, and land to develop, Marana is in a great position to craft a sports tourism master plan that charts a vision and a path to get there for its sports tourism offerings. The benefits of such a plan are multifold. It would clarify a path for development, provide a way for the community to rally behind a vision, respond to the needs of the community and those engaged in sports tourism, and help build Marana's reputation for exciting outdoor recreation. Once written, the Town will turn its attention to implementing its vision, including seeking out public-private partnerships to help make facilities a reality and attract more people to stay and play in Marana.

Partners: **Town of Marana Parks and Recreation**, Town of Marana Economic Development, Discover Marana, Town Manager's Office, Southern Arizona Sports Tourism and Film Authority
Estimated Resource Requirements: $$$

3.6 Conduct preliminary planning for a performance event space

With a strong foundation of town-sponsored festivals and a growing diversity of events established in earlier phases of this Master Plan, Marana will begin to investigate how to establish a performance event space. This effort will entail forecasting programming based on audience and determining the space needs of the facility. Once clarified, the Town will explore which sites within Marana can accommodate this schematic and which areas of Marana are best situated to be the home of such a space. Along with the physical programming and location of the events space, the Town will consider its role in building and managing such a facility.

Partners: **Town of Marana Economic Development**, Town of Marana Town Manager's Office, , Discover Marana, Town of Marana Parks and Recreation, Marana Chamber of Commerce, Southern Arizona Arts and Cultural Alliance, MUSD
Estimated Resource Requirements: $$

3.7 Articulate and distinguish Marana's "House of Brands"

As Marana has grown as both a community and a destination, it has also developed multiple expressions of its brand to promote its reputation and promise. In this Strategy, Marana will refine these brands, clarify how and when each is used, articulate how the brands align with and reinforce each other, and how the brands help tell the story and emphasize the identity of the Town. The Town Communications Office and Discover Marana will implement action plans specific to their respective audiences: town residents and visitors.

Partners: **Discover Marana, Town of Marana Communications**, Town of Marana Town Manager's Office
Estimated Resource Requirements: $$

3.8 Research strategies to maximize off-season visitors

Through all the Strategies in this Plan, Marana should see an increase and solid visitation pattern in its high season. Families will be coming to Marana as a destination of choice. Sports enthusiasts will travel to experience the adventure at this destination. And festivals will draw people to events that are unique to the Marana brand. With this strong foundation, Marana will begin focusing on how to extend visitation to shoulder and off-seasons. Some strategies could include expanding and enhancing indoor attractions and promoting evening and night experiences.

Partners: **Discover Marana**, Town of Marana Economic Development, Marana Chamber of Commerce, Pima County, Southern Arizona Sports Tourism and Film Authority, Arizona State Parks & Trails, National Park Service, Tucson Bird Alliance
Estimated Resource Requirements: $



Photo: JD Fitzgerald

Implementation: Collective Impact Model

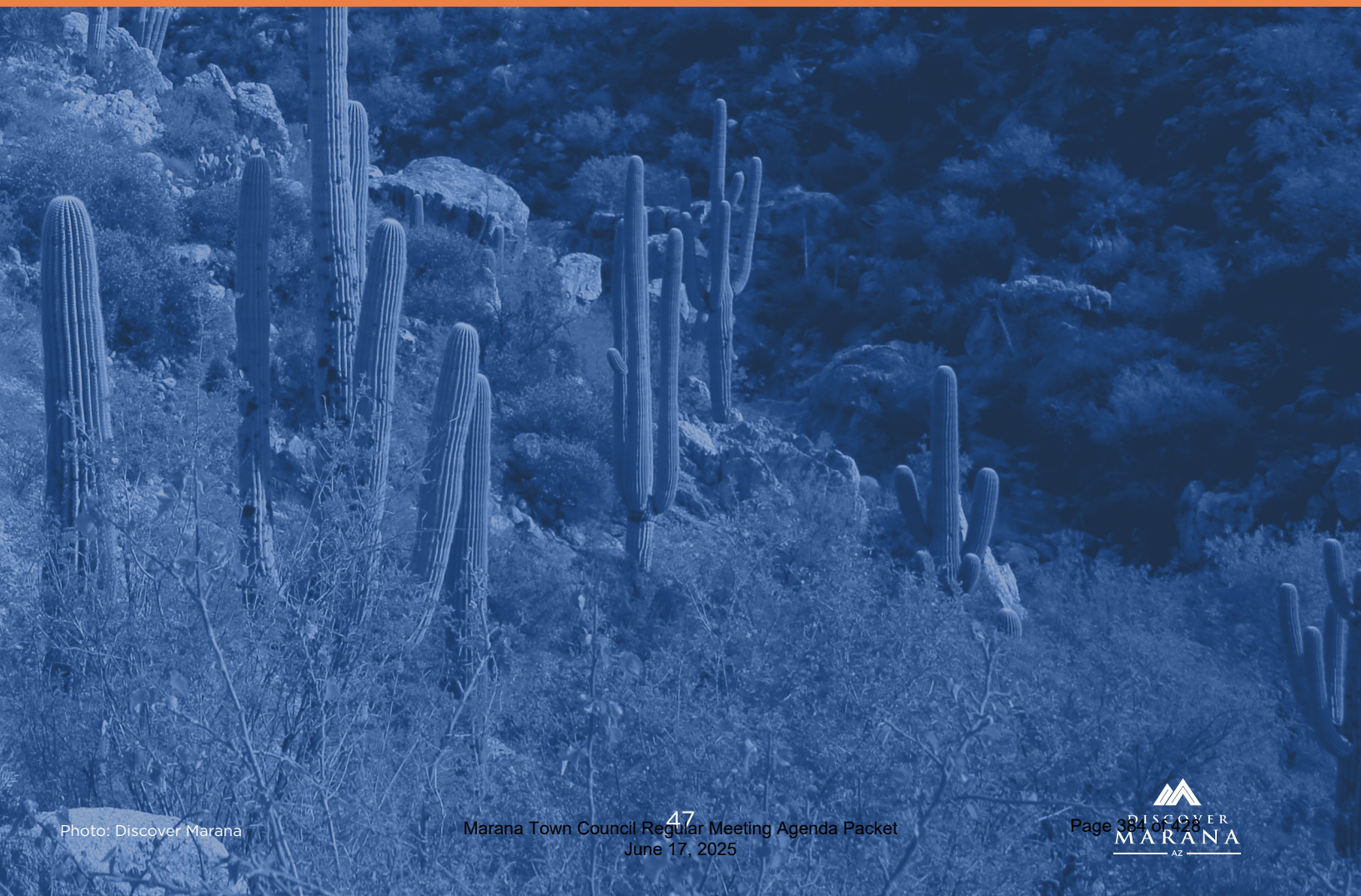


Photo: Discover Marana

Implementation: Collective Impact Model

Collective impact is the commitment of a group of actors from different sectors to a common agenda for solving a specific social problem, using a structured form of collaboration. The concept of collective impact hinges on the idea that in order for organizations to create lasting solutions to social problems on a large scale, they need to coordinate their efforts and work together around a clearly defined goal. This approach of collective impact is placed in contrast to "isolated impact," where organizations primarily work alone to solve social problems.

—Wikipedia

[Collective impact is a] systemic approach … that focuses on relationships between organizations and the progress toward shared objectives.

—Stanford Social Innovation Review

The Collective Impact Model forms the foundation for the ongoing management of this Tourism Master Plan. The backbone support organization, Discover Marana, will ensure that all the necessary representatives come together regularly to share progress, course-correct, and strategize the next steps. While Discover Marana is the convener and the subject matter expert on travel and tourism, it is not the sole decider in the process.



Common Agenda

The Common Agenda for this Collective Impact Model is the Destination Vision Narrative, which begins on page 15 of this document.

Mutually Reinforcing Activities

Mutually Reinforcing Activities are the 10 Objectives and 44 Strategies described in this Master Plan, recognizing that many of these partners are listed as collaborators on those Strategies. The 10 Objectives are:

1. Target, attract, and develop new amenities to elevate Marana as a destination
2. Roll out the welcome mat for multigenerational families
3. Leverage and evolve Marana's world-class outdoor recreation and parks
4. Promote, enhance, and expand Marana's award-winning festivals and events
5. Celebrate and preserve Marana's unique arts & heritage
6. Expand, diversify, and promote Marana's accommodations and conference offerings
7. Incubate and grow small tourism-focused businesses and locally owned restaurants
8. Generate a sense of place, excitement, and pride in the identity of Marana
9. Identify funding sources and invest strategically in Marana's visitor economy
10. Use data to amplify Marana's authentic story and measure and demonstrate success

Backbone Support Organization

Discover Marana will act as the Backbone Support Organization, responsible for convening community and government partners in service of implementing the work of this Plan.

Government Partners

Town of Marana Economic Development
Town of Marana Parks and Recreation
Town of Marana Cultural Heritage
Town of Marana Communications
Town of Marana, Town Manager's Office
Marana Regional Airport
Pima County Tourism
Pima County Economic Development

Community Partners

Marana Chamber of Commerce
Marana Pumpkin Patch & Farm Festivals
The Ritz-Carlton, Dove Mountain
Downtown Developer
Tucson Premium Outlets at Marana Center

Depending on the project, additional partners will be brought in on an as-needed basis to participate in ad hoc work groups. These may include other governmental agencies, local organizations, industry partners, and nonprofits. As needed, the people and businesses that call Marana home will also be called to share their thoughts.

Shared Measurement Systems

The Shared Measurement Systems are the 2-3 indicators associated with each Objective. These demonstrate how to measure progress and describe how the objective is being achieved. It is recommended that these be tracked regularly and reported publicly once a year, timed with the fiscal year.



Photo: Discover Marana

Continuous Communication

Discover Marana will ensure that energy is placed in the continuous communication of this Plan and the Destination Vision Narrative. Tools to support this include:

- Webpage
- Social campaigns
- Local print and broadcast media
- Government relations

Two meeting tracks are envisioned for the first phase of the Plan:

Tourism Master Plan Team: In the first phase, it is recommended that a core team meet quarterly to ensure progress on initial Strategies. At the fiscal year-end, an annual report on the first year and progress on indicators should be compiled. In the second and third phases of implementing the Tourism Master Plan, these core team meetings can occur 2-3 times a year.

Ad Hoc Strategy Teams: Ad Hoc Strategy teams will be convened for each Strategy. Each Strategy team will identify a point person to manage and report on the work, set a more detailed work plan to achieve the Strategy, and meet monthly to do the actual work. The point person will report to the Backbone Support Organization on progress and hurdles it encounters in achieving the Strategy.

In addition to an annual report, two other repeating communications are part of implementation:

1. Quarterly report to the Town Council. The Council tracks progress on its major Initiatives, of which this Tourism Master Plan is a part. Discover Marana will share a report quarterly to ensure the Council is up to speed and has the opportunity to share insights as this Plan is implemented.
2. Community survey. Since the community was surveyed as part of the foundation of the Tourism Master Plan, future surveys can help demonstrate progress and resident sentiment as the tourism industry evolves. Community surveys are recommended at the 3- and 6-year mark.



Photo: Ryan Wissmann

Acknowledgments

Tourism Master Plan, Planning Team

Galen Beem, Marana Regional Airport
Stefanie Boe, Town of Marana, Discover Marana
Catherine Campbell, Pima County Attractions and Tourism
Andrea De La Cruz, Town of Marana, Town Manager's Office
Sally Edwards, Marana Chamber of Commerce, Visitors Center
Vic Hathaway, Town of Marana, Communications
Maggie Kinney, Marana Pumpkin Patch & Farm Festivals
Lloyd Kirsch, Retired, Restaurant Task Force Member
Jill McCleary, Town of Marana, Culture & Heritage
Brandon Mejia, Town of Marana, Discover Marana
Sabrina Nelson, The Ritz-Carlton, Dove Mountain
Alia Pierson, Owner, Briar & Main Travel Boutique
Shelby Scheer, Town of Marana, Parks and Recreation
Nycholas Weaver, Tucson Premium Outlets at Marana Center
Amanda Wiggins, Marana Chamber of Commerce
Ryan Wissmann, Town of Marana, Economic Development
Curt Woody, Town of Marana, Economic Development
and the Town of Marana Civic Committee

Town of Marana Council

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Herb Kai, Councilmember
John Officer, Councilmember
Patti Comerford, Councilmember
Patrick Cavanaugh, Councilmember
Teri Murphy, Councilmember
A special thank you to late Mayor Ed Honea who was a champion for tourism in our community

Consultant Team

Matthew Landkamer, Whereabout
Stacy Humphrey, Whereabout
Zrinka Glavas, Whereabout
Sawyer Cleveland, Whereabout

DISCOVER
MARANA
AZ

WHEREABOUT



Photo: Discover Marana

Council-Regular Meeting **D2**

Meeting Date: 06/17/2025

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 17, 2025

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

Subject: PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2025-2026 final budget (Yiannis Kalaitzidis)

Discussion:
On May 20, 2025, Mayor and Council adopted a tentative budget for fiscal year 2025-2026.

This public hearing is the last formal step in the budgeting process prior to adopting the final budget. After receiving public input, Mayor and Council will be asked at a special meeting immediately following the regular Council meeting to consider adopting a final budget that shall not exceed $416,228,650.

No changes were made to the budget after adoption of the tentative budget.

The fiscal year 2025-2026 budget is structurally balanced with ongoing revenues covering ongoing expenditures. The budget includes $5.0 million of General Fund contingency funding.

The following highlights certain items included in the proposed final budget:

Authorized Positions
Including position adjustments made during the current fiscal year, staffing increased 21 FTE from 475.6 positions in FY 2025 to 496.6 in FY 2025. Positions were added to a variety of departments, including police, parks & recreation, public works, finance,

human resources, development services, and water.

The fiscal year 2025-2026 budget provides for performance pay adjustments of up to 4%, not to exceed the maximum of a position's pay grade for any employee. The fiscal year 2025-2026 schedule of salaries is attached. This schedule might undergo further minor revisions as the Human Resources Department is still in the process of determining the appropriate title, grade and class for some of the new positions. That determination, which has no impact on the pay ranges presented, will be completed prior to the recruitment of those positions.

Staff has included the official budget forms required by the State of Arizona's Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Y
Amount:	$416,228,650

The final budget amount of $416,228,650 is the same as the tentative budget amount approved on May 20, 2025. There were no adjustments between tentative and final budget.

Staff Recommendation:

None, public hearing on the budget only.

Suggested Motion:

No motion is necessary.

Attachments

FY2026 Budget Presentation
Exhibit A - 2025-2026 Final Budget Auditor General Schedules
5 year CIP Plan
FY2026 Compensation Memo
FY2025-2026 Salary Schedule



FINAL BUDGET

MARANA AZ

Yiannis Kalaitzidis
Finance Director

Fiscal Year 2025-2026 Budget Timeline

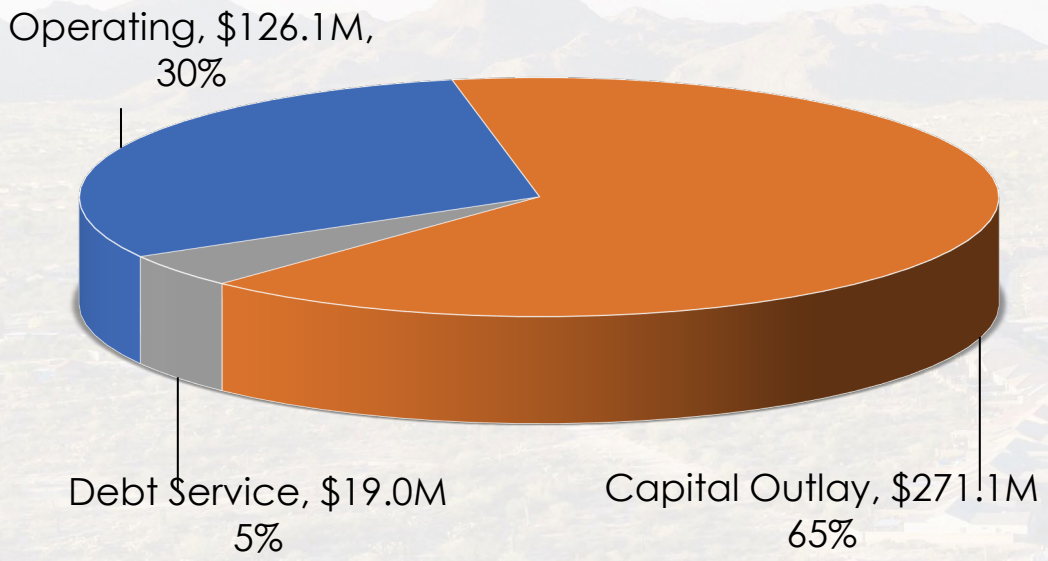
- February – Presented preliminary revenue outlook for Fiscal Year 2025-2026 and solicited Council feedback
- April– Presented initial 5-year Capital Improvement Plan for consideration and feedback
- April – Presented Manager's recommended comprehensive budget for consideration and additional feedback
- May – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- June – Adoption of Final Budget for Fiscal Year 2025-2026

F/Y 2026 Budget Expenditure Summary

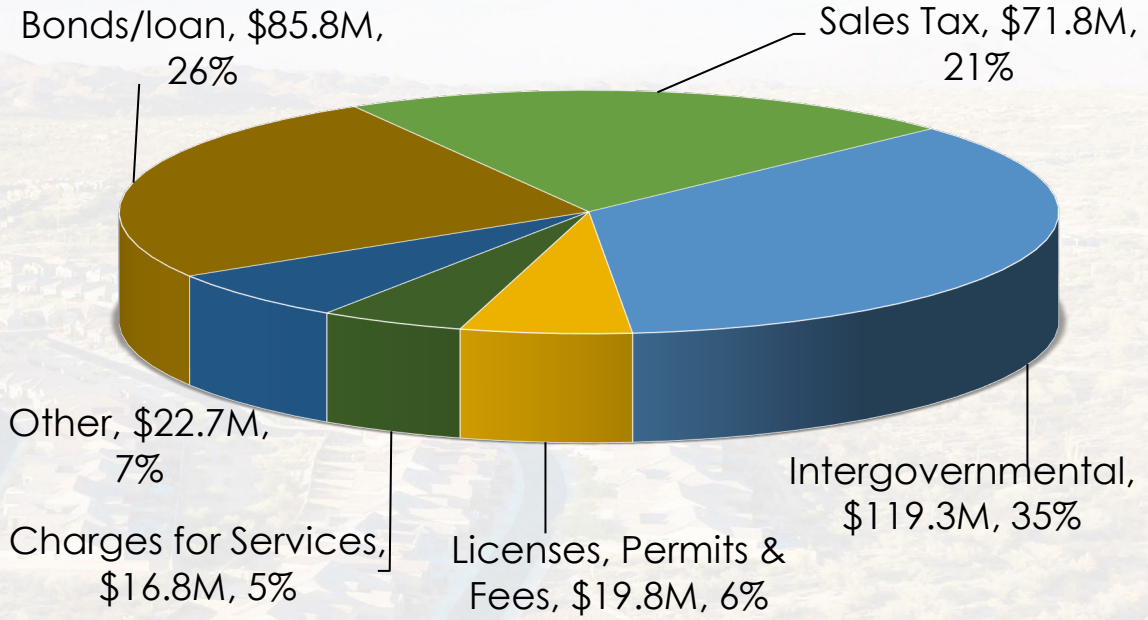
Primary Entity	F/Y 2025 Adopted	F/Y 2026 Final	$ Change	% Change
General Fund	$ 105,182,082	$ 97,074,681	$ (8,107,401)	-7.70%
Special Revenue Funds	14,809,088	15,077,661	268,573	1.80%
Capital Projects Funds	224,080,069	143,98,715	(80,141,354)	-35.8%
Debt Service Funds	9,087,464	9,008,161	(79,303)	-0.90%
Enterprise Funds	99,988,058	133,216,444	33,228,386	33.20%
Internal Service Funds	6,211,485	7,249,784	1,038,299	16.70%
Primary entity	459,358,246	405,565,446	(53,792,800)	-11.70%
Component Units				
Special Districts	14,381,228	10,663,204	(3,718,024)	-25.90%
Total	**$ 473,739,474**	**$ 416,228,650**	**$ (57,510,824)**	**-12.10%**

Fiscal Year 2025-2026 Overview

Expenditure by Category
$416.2 Million



Revenues
$336.1 Million



THANK YOU

MARANA AZ

DISCUSSION



Official Budget Forms

Town of Marana

Fiscal year 2026

Town of Marana

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Fiscal year 2026

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

Town of Marana
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	104,432,082	14,809,088	21,452,942	226,095,819	0	100,738,058	6,211,485	473,739,474
2025	Actual expenditures/expenses**	E	2	79,659,555	10,230,032	9,824,563	85,923,527	0	30,140,481	5,270,273	221,048,431
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	133,032,590	13,531,776	5,908,456	71,093,545	0	40,470,152	4,158,812	268,195,331
2026	Primary property tax levy	B	4	0							0
2026	Secondary property tax levy	B	5			3,044,357	378,725				3,423,082
2026	Estimated revenues other than property taxes	C	6	87,294,739	10,835,151	1,049,455	108,418,819	0	32,080,575	7,199,465	246,878,204
2026	Other financing sources	D	7	0	0	5,950,000	20,287,695	0	59,521,533	0	85,759,228
2026	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2026	Interfund transfers in	D	9	0	100,000	7,450,450	10,705,000	0	15,699,219	0	33,954,669
2026	Interfund Transfers (out)	D	10	13,870,304	0	0	5,688,498	0	14,395,867	0	33,954,669
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			21,823,685					3,356,307		25,179,991
	Maintained for future retirement contributions										0
											0
2026	Total financial resources available		12	184,633,340	24,466,927	23,402,718	205,195,286	0	130,019,305	11,358,277	579,075,854
2026	Budgeted expenditures/expenses	E	13	97,074,681	15,077,661	17,292,115	146,317,965	0	133,216,444	7,249,784	416,228,650

Expenditure limitation comparison		2025	2026
1	Budgeted expenditures/expenses	$ 473,739,474	$ 416,228,650
2	Add/subtract: estimated net reconciling items		(17,315,977)
3	Budgeted expenditures/expenses adjusted for reconciling items	473,739,474	398,912,673
4	Less: estimated exclusions		217,762,427
5	Amount subject to the expenditure limitation	$ 473,739,474	$ 181,150,246
6	EEC expenditure limitation	$	$ 330,933,057

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Marana
Tax levy and tax rate information
Fiscal year 2026

	2025	2026
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes	2,954,077	3,423,082
Property tax judgment		
C. Total property tax levy amounts	$ 2,954,077	$ 3,423,082
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$ 2,909,766	
(2) Prior years' levies	29,098	
(3) Total secondary property taxes	$ 2,938,864	
C. Total property taxes collected	$ 2,938,864	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate	2.8000	2.7115
Property tax judgment		
(3) Total city/town tax rate	2.8000	2.7115

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
General Fund			
Local taxes			
Sales taxes	$ 43,684,077	$ 46,697,951	$ 46,589,787
Licenses and permits			
Building and development fees	5,885,300	6,253,579	5,193,300
Business and license fees	155,000	157,000	155,000
Animal fees	78,700	76,700	76,700
Franchise fees	600,000	600,000	600,000
Host fees	320,000	320,000	320,000
Intergovernmental			
State shared sales taxes	8,445,646	8,827,694	9,171,970
Urban revenue sharing	12,215,403	12,429,696	11,892,816
Auto lieu	2,655,425	2,952,822	3,011,880
Charges for services			
Charges for services	723,500	712,500	1,395,461
Fines and forfeits			
Court fines and fees	389,500	353,732	389,500
Interest on investments			
Interest	4,565,479	7,800,000	7,300,000
Contributions			
Voluntary contributions	172,325	219,825	368,475
Miscellaneous			
Other miscellaneous	797,900	797,846	829,850
Total General Fund	$ 80,688,255	$ 88,199,345	$ 87,294,739

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

Community development block grants	$ 348,691	$ 138,451	$ 418,000
Affordable housing revolving	2,000	24,313	2,000
Other grants and contributions	3,057,149	1,886,237	3,266,355
RICO	30,000	66,216	30,000
	$ 3,437,840	$ 2,115,217	$ 3,716,355
Impound	$ 16,000	$ 6,750	$ 9,000
Bed tax	1,600,000	1,741,424	1,850,000
Local JCEF	8,000	4,376	8,000
Fill the GAP	4,500	3,002	4,500
	$ 1,628,500	$ 1,755,552	$ 1,871,500
Local technology enhancement	$ 50,000	$ 21,078	$ 50,000
Highway user revenue	4,991,037	5,258,916	5,197,296
	$ 5,041,037	$ 5,279,994	$ 5,247,296
Total special revenue funds	$ 10,107,377	$ 9,150,763	$ 10,835,151

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Debt service funds			
Tangerine farms road improvement district	$ 1,729,002	$ 1,097,735	$ 1,023,263
Gladden farms CFD debt			
Gladden farms, Phase II CFD debt	104,043		26,192
Mandarina CFD debt			
Saguaro springs CFD debt		994,240	
	$ 1,833,045	$ 2,091,975	$ 1,049,455
Total debt service funds	$ 1,833,045	$ 2,091,975	$ 1,049,455
Capital projects funds			
Transportation	$ 10,282,526	$ 17,830,568	$ 15,746,522
Half cent sales tax	8,790,654	8,942,813	7,976,682
Impact fee funds	3,172,836	5,008,461	4,247,097
Other capital projects	72,048,197	6,405,517	55,462,581
	$ 94,294,213	$ 38,187,359	$ 83,432,882
Downtown reinvestment	$ 526,500	$ 607,361	$ 301,500
Regional transportation authority	24,791,135	151,800	24,684,437
Pima association of governments	9,107,000		
	$ 34,424,635	$ 759,161	$ 24,985,937
Total capital projects funds	$ 128,718,848	$ 38,946,520	$ 108,418,819

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Permanent funds			
	$	$	$
	$	$	$
Total permanent funds	$	$	$
Enterprise funds			
Water utility	$ 20,023,586	$ 18,647,972	$ 19,888,002
Airport	15,920,893	279,277	4,148,380
Water reclamation utility	8,369,728	7,129,553	8,044,193
	$ 44,314,207	$ 26,056,802	$ 32,080,575
Total enterprise funds	$ 44,314,207	$ 26,056,802	$ 32,080,575

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal service funds			
Health benefits	$ 5,819,845	$ 5,652,421	$ 6,797,825
Dental benefits	391,640	357,593	401,640
	$ 6,211,485	$ 6,010,014	$ 7,199,465
Total internal service funds	$ 6,211,485	$ 6,010,014	$ 7,199,465
Total all funds	$ 271,873,217	$ 170,455,419	$ 246,878,204

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Other financing sources/(uses) and interfund transfers
Fiscal year 2026

Fund	Other financing 2026 Sources	Other financing 2026 (Uses)	Interfund transfers 2026 In	Interfund transfers 2026 (Out)
General Fund				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				10,405,000
2014 debt service				2,000
2017 debt service				550,202
2024 refunding debt service				1,209,750
Airport				616,978
Water utility				986,374
Water reclamation utility				
Total General Fund	$	$	$	$ 13,870,304
Special revenue funds				
Other grants and contibutions	$	$	$ 100,000	$
Total special revenue funds	$	$	$ 100,000	$
Debt service funds				
2014 debt service	$	$	$ 2,000	$
2017 debt service			2,645,200	
2024 debt service			3,593,500	
2024 refunding debt service			1,209,750	
Saguaro springs CFD	5,050,000			
Mandarina CFD	900,000			
Total debt service funds	$ 5,950,000	$	$ 7,450,450	$
Capital projects funds				
Transportation	$	$	$ 300,000	$ 864,980
Impact fees	20,287,695			1,230,018
Half cent sales tax				3,593,500
Other capital projects			10,405,000	
Total capital projects funds	$ 20,287,695	$	$ 10,705,000	$ 5,688,498
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Airport	$	$	$ 616,978	$
Water utility	46,628,730		4,754,133	5,325,662
Water reclamation utility	12,892,803		10,328,108	9,070,205
Total enterprise funds	$ 59,521,533	$	$ 15,699,219	$ 14,395,867
Internal service funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all funds	$ 85,759,228	$	$ 33,954,669	$ 33,954,669

Town of Marana
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
General Fund				
Non-departmental	$ 4,425,976	$ 450,000	$ 4,596,713	$ 9,045,002
Mayor and council	400,486	100,000	365,824	517,274
Town manager	1,678,187		1,506,707	1,569,685
Town clerk	606,742		579,916	731,498
Human resources	2,195,874		2,005,379	2,200,830
Finance	2,293,277		2,017,520	2,618,079
Legal	1,348,734		1,169,924	1,726,023
Technology services	7,898,069		6,017,723	8,270,039
Economic development and tourism	364,918		318,649	367,066
Development services	4,796,771		4,180,538	4,744,181
Police	35,249,318		32,445,089	22,785,640
Courts	1,389,174		1,266,872	1,608,754
Public works	16,123,659	254,000	7,606,110	10,176,366
Parks and recreation	9,386,206		8,381,135	11,913,888
Community development	1,414,734		1,296,206	1,402,433
Capital outlay	10,609,957	700,000	5,905,250	12,397,923
Contingency	5,000,000	(2,254,000)		5,000,000
Total General Fund	$ 105,182,082	$ (750,000)	$ 79,659,555	$ 97,074,681
Special revenue funds				
Highway user revenue	$ 8,116,176	$	$ 6,385,065	$ 7,492,283
Revolving affordable housing	105,000			105,000
Local JCEF	131,805			131,805
Fill the GAP	34,500			34,500
Local technology	82,500		24,569	82,500
Community development block grants	348,691		138,451	418,000
Bed tax	2,152,840		1,741,424	2,809,164
Other grants and contributions	3,690,676		1,886,237	3,816,909
RICO	116,900		46,090	148,500
Impound fees	30,000		8,196	39,000
Total special revenue funds	$ 14,809,088	$	$ 10,230,032	$ 15,077,661
Debt service funds				
Series 2013 debt	$	$	$	$
Series 2014 debt	655,416		655,416	653,198
Series 2017 debt	2,580,075		2,580,075	2,589,450
Series 2024	4,667,042			3,555,125
Series 2024 refunding debt	1,184,931			1,187,125
Tangerine farms ID debt	1,729,002		1,375,856	1,023,263
Gladden farms CFD debt	877,631		876,631	873,407
Galdden farms, Phase II CFD debt	4,436,544		3,865,510	935,147
Mandarina CFD debt				954,625
Saguaro springs CFD debt	5,322,301		471,075	5,520,775
Total debt service funds	$ 21,452,942	$	$ 9,824,563	$ 17,292,115

Town of Marana
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Capital projects funds				
Transportation	$ 33,018,301	$	$ 18,894,302	$ 22,928,522
Impact fee funds	35,049,199	1,395,641	14,266,923	27,691,724
Other capital projects	84,700,392	(1,395,641)	17,374,994	66,669,032
Downtown reinvestment	1,125,000		1,740	1,125,000
Pima association of governments	9,107,000			340,000
Regional tranportation authority	24,791,135		106,698	24,684,437
Half cent sale tax fund	36,289,042		35,275,126	500,000
Gladden farms CFD	1,253,500		1,494	1,378,500
Galdden farms, Phase II CFD	182,750		2,250	282,750
Mandarina CFD				28,500
Saguaro springs CFD	579,500			689,500
Total capital projects funds	$ 226,095,819	$	$ 85,923,527	$ 146,317,965
Permanent funds				
	$	$	$	$
Total permanent funds	$	$	$	$
Enterprise funds				
Water utility	$ 49,247,672	$ 750,000	$ 14,765,755	$ 78,695,934
Airport	17,104,659		609,483	4,765,358
Water reclamation utility	33,635,727		14,765,243	49,755,152
Total enterprise funds	$ 99,988,058	$ 750,000	$ 30,140,481	$ 133,216,444
Internal service funds				
Health benefits	$ 5,819,845	$	$ 4,937,835	$ 6,848,144
Dental benefits	391,640		332,438	401,640
Total internal service funds	$ 6,211,485	$	$ 5,270,273	$ 7,249,784
Total all funds	$ 473,739,474	$	$ 221,048,431	$ 416,228,650

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Expenditures/expenses by department
Fiscal year 2026

Department/Fund	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Economic development and tourism				
General fund	$ 404,918	$	$ 318,649	$ 551,052
Downtown Reinvestment fund	1,125,000		1,740	1,125,000
Bed tax fund	1,330,349		837,782	1,841,200
Department total	$ 2,860,267	$	$ 1,158,171	$ 3,517,252
List department: Police:				
General fund	$ 35,868,017	$	$ 32,445,089	$ 23,136,060
Grants and contributions	1,499,179		1,346,242	1,616,112
RICO	116,900		46,090	148,500
Impound fees	30,000		8,196	39,000
Department total	$ 37,514,096	$	$ 33,845,617	$ 24,939,672
List department: Court:				
General fund	$ 1,589,979	$	$ 1,266,872	$ 1,808,754
Local JCEF	131,805			131,805
Fill the GAP	34,500			34,500
Local tech enhancement	82,500		24,569	82,500
Department total	$ 1,838,784	$	$ 1,291,441	$ 2,057,559
List department: Public works:				
General fund	$ 12,114,566	$	$ 7,606,110	$ 17,699,113
Grants and contributions				9,300
Highway user revenue fund	7,519,099		7,169,914	6,782,943
Department total	$ 19,633,665	$	$ 14,776,024	$ 24,491,356
List department: Parks and recreation:				
General fund	$ 11,639,307	$	$ 8,381,135	$ 11,639,307
Highway user revenue fund	597,077		436,196	597,077
Department total	$ 12,236,384	$	$ 8,817,331	$ 12,236,384
List department: Community development:				
General fund	$ 1,414,734	$	$ 1,296,206	$ 1,402,433
CDBG	348,691		138,451	418,000
Revolving affordable housing	105,000			105,000
Department total	$ 1,868,425	$	$ 1,434,657	$ 1,925,433

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Full-time employees and personnel compensation
Fiscal year 2026

Fund	Full-time equivalent (FTE) 2026	Employee salaries and hourly costs 2026	Retirement costs 2026	Healthcare costs 2026	Other benefit costs 2026	Total estimated personnel compensation 2026
General Fund	442.60	$ 35,578,161	$ 5,775,556	$ 6,470,267	$ 3,557,416	$ 51,381,400
Special revenue funds						
Bed tax	2.00	$ 204,568	$ 24,264	$ 36,736	$ 16,437	$ 282,005
Total special revenue funds	2.00	$ 204,568	$ 24,264	$ 36,736	$ 16,437	$ 282,005
Enterprise funds						
Water utility	38.00	$ 2,774,773	$ 321,454	$ 557,459	$ 248,651	$ 3,902,337
Airport	5.00	279,669	32,143	71,035	38,547	421,394
Water reclamation utility	9.00	583,269	65,339	172,191	52,035	872,834
Total enterprise funds	52.00	$ 3,637,711	$ 418,936	$ 800,685	$ 339,233	$ 5,196,565
Total all funds	496.60	$ 39,420,440	$ 6,218,756	$ 7,307,688	$ 3,913,086	$ 56,859,970

FISCAL YEAR 2025-2026
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Grand Total
Adonis Road Extension Phase 2	274,165		8,750,000			9,024,165
Air Commerce Way Monument	183,986					183,986
Airport Control Tower, Construction		15,400,000				15,400,000
Airport Control Tower, Design	2,424,171					2,424,171
Airport Control Tower, Ea	59,424					59,424
Airport Control Tower, Siting Study	21,779					21,779
Airport Drainage Master Plan			450,000			450,000
Airport Master Plan Update		350,000				350,000
Airport NW PFAS Treatment			2,800,000	14,533,000	14,533,000	31,866,000
Airport Security Fence		480,000				480,000
Airport, RWY 12-30, Pavement Rehab	100,000					100,000
Barnett Channel	3,200,000					3,200,000
B-Zone Booster and Transmission Line			4,912,573			4,912,573
B-Zone Reservoir		67,860	618,744			686,604
Clark Farms Sewer Interceptor	982,121	4,827,723	5,168,880			10,978,724
Continental Reserve 24-inch Tie-in	3,072,479	200,000				3,272,479
Court Room 2, Remodel	200,000	700,000				900,000
C-Zone Booster			219,094	2,147,887		2,366,981
Dove Mnt Bl-Moore Rd Signal, North	50,000					50,000
Ed Honea MMC Additional Parking	100,000					100,000
Ed Honea MMC Space Optimization	4,955,000	4,805,000	4,805,000			14,565,000
El Rio Disc Golf	426,060					426,060
El Rio Preserve Expansion	268,693					268,693
El Rio Recreation Area Parking Lot	338,031					338,031
Gladden Farms Bike Park		1,700,000				1,700,000
Hartman Booster Stn Electrical Upgrade	220,000					220,000
Heritage House Rehabilitation	250,000					250,000
Heritage Park Food Court	300,000	1,500,000				1,800,000
Heritage Park PFAS Treatment	1,400,578	14,032,206				15,432,784
Heritage Park Water Plant	2,992,432	3,165,300				6,157,732
Honea Heights Emergency Sewer Program	75,000	75,000	75,000	75,000	75,000	375,000
Honea Heights Park, East	1,357,433					1,357,433
I-10 Cortaro Rd TI	30,400,000				20,000,000	50,400,000
Ina Rd-Meredith Bl, Median Modifications	550,000					550,000
Integrated Water Resources Plan and DAWS	116,896					116,896
Mandarina Community Park	350,000					350,000

Marana Channel	200,000					200,000
Marana Aquatic and Recreation Center	500,000					500,000
Marana Gateway Monument Signage	674,828	200,000	200,000			1,074,828
Marana Park PFAS Treatment	7,497,595	6,237,495				13,735,090
Marana Park Reservoir	1,517,697					1,517,697
Marana Park Well	534,990					534,990
Marana Park Well, Booster, Electric Upgrade	220,000					220,000
Marana Public Safety Facility	493,442					493,442
Marana Rd Traffic Interchange	800,000		9,200,000			10,000,000
Marana SC Effluent Collection	786,977	799,829				1,586,806
Marana WRF, Screw Press 2	1,979,624					1,979,624
MMC Fiber Optic Upgrade	92,100					92,100
MMC Generator Upgrade	2,529,507					2,529,507
MMC HVAC Mechanical Systems Upgrade	1,222,310	2,000,000				3,222,310
MMC Reception Remodel	157,006					157,006
MOC Fleet Warehouse Roof, HVAC, Replacement	980,800					980,800
MOC Generator Replacement	850,000					850,000
MOC Security Walls, New Entry Gate	431,777					431,777
Moore Rd - I10, Traffic Interchange	6,936,627	10,000,000		15,000,000		31,936,627
Moore Rd Rehab, East-West Dove Mtn	157,635					157,635
Moore Rd Rehab, Sanders Rd to I-10			700,000			700,000
MPD Dispatch Communications Center					100,000	100,000
New Renewable Water Resource Acquisition	7,041,613					7,041,613
North Marana Drainage Improvements	112,535					112,535
North Marana Pavement Rehab Phase 2			550,000			550,000
North Marana Sewer Interceptor	17,404,802					17,404,802
NW Recharge, Recovery, and Delivery System	15,689,532					15,689,532
Ora Mae Harn Park Remediation	450,000					450,000
Picture Rocks Interconnect	2,080,599					2,080,599
Pioneer Well Electrical Upgrade		220,000				220,000
Pioneer Well PFAS Treatment	2,276,397	1,887,399				4,163,796
Recharge Basins Phase II	6,365,763					6,365,763
Rillito Vista Lift Station Upgrade	1,336,589					1,336,589
RWY 30 Safety Mitigate, EA, Design	550,000					550,000
RWY 30 Safety Mitigate, PH1, Construction		2,700,000				2,700,000
RWY 30 Safety Mitigate, PH2, Construction		4,800,000				4,800,000
RWY 3-21 Rehabilitation, Design-Construct					4,700,000	4,700,000

Saguaro Bloom Community Park, Ph-2	4,654,644					4,654,644
Saguaro Bloom Lift Station Pump Replacement	200,000					200,000
Sandario Pedestrian Access	100,000					100,000
Sanders Rd 24-inch Water Line	356,095				6,049,343	6,405,438
Sanders Rd Drainage, Improvements	2,437,216					2,437,216
SCADA and Integrated Telemetry	673,097	350,000	350,000	350,000	350,000	2,073,097
Sewer Conveyance System Rehab	1,255,415	574,635				1,830,050
Stingray Sewer Interceptor	303,451	1,556,500	1,556,500			3,416,451
Tangerine Farms Rd, Marana Rd- I-10, Extension	5,757,942	2,500,000	19,494,439			27,752,381
Tangerine Rd Widening, Phase 2A	39,162,624					39,162,624
Tangerine Rd Widening, Phase 2B			28,000,000	20,000,000		48,000,000
Tangerine Sky Park, Phase 2	1,552,394					1,552,394
Tangerine TI Improvements	12,862,783					12,862,783
Taxiway A MITL Rehabilation, Design	150,000					150,000
Taxiway A Rehabilitation, Design	405,000					405,000
Taxiway A Rehabilitation, MITL, Construction				5,500,000		5,500,000
Taxiway C Reconstruction, Construction			2,750,000			2,750,000
Taxiway C Reconstruction, Design	311,500					311,500
Thornydale Rd North, Widening			100,000		8,000,000	8,100,000
Twin Peaks Rd, Rattlesnake Pass Widening	24,236,307					24,236,307
TWY B, E, Lighting Upgrade, Design, Construction				2,785,000		2,785,000
Water Field office	3,250,000	2,500,000				5,750,000
Water Line Replacements	309,954	120,000	120,000	120,000	120,000	789,954
Well Rehabilitation Program	140,000	140,000	140,000	140,000	140,000	700,000
West Apron Reconstruction Ph-1, Construct			2,300,000			2,300,000
West Apron Reconstruction Ph-2, Construct					4,800,000	4,800,000
WRF Phase II	26,948,657	22,500,000				49,448,657
Santa Cruz Sup At Calportland	94,387					94,387
Grand Total	**261,700,458**	**106,388,947**	**93,260,230**	**60,650,887**	**58,867,343**	**580,867,865**

Town of Marana
Fiscal Year 2026
Team Performance Pay

The Town is committed to providing fair and competitive compensation to its employees through performance and behavior-based pay that align with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork, and engaged innovation). Our compensation philosophy is to have a strategy that attracts, retains, and motivates employees to accomplish the organization's goals and objectives. The Town's compensation strategy focuses on annual team performance and behavior in lieu of market-based adjustments.

After careful review of the fiscal year 2026 budget, funding is available to grant eligible employees a Team Performance Pay adjustment of up to 4%. Employees eligible for the Team Performance Pay adjustment will receive no more than 4%, not to exceed the maximum of their pay grade. If the Team Performance Pay adjustment for an eligible employee exceeds the maximum of their pay grade, they will receive a lump sum payment up to $1500, not to exceed the total increase eligible if not at the maximum of their pay grade.

Team Performance Pay Eligibility

1. Regular full- and part-time classified, unclassified, and term-limited temporary (TLT) employees hired on or before July 1, 2024, and not at the top of their pay range, are eligible to receive the Team Performance Pay of 4% if not otherwise disqualified by the criteria set forth below.
2. Regular full- and part-time classified, unclassified, and term-limited temporary (TLT) employees hired between July 1, 2024, and June 30, 2025, and not at the top of their pay range, are eligible to receive a pro-rated Team Performance Pay adjustment of the 4%, based on date of hire, if not otherwise disqualified by the criteria set forth below.
3. Employees classified in short-term temporary (STT) positions (i.e. Lifeguards, Recreation Aides, Fitness Instructors, Interns, Background Investigators, etc.) are not eligible to receive the Team Performance Pay adjustment.
4. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.
5. Regular full- and part-time classified and unclassified employees who are at the top of their pay range are eligible to receive a lump sum payment of $1500, if not otherwise disqualified by the criteria set forth below.
6. Regular full- and part-time classified and unclassified employees who receive a partial increase and reach the top of their pay range are eligible to receive a lump sum payment of up to $1500, not to exceed the total increase eligible if they had not reached the top of the grade, if not otherwise disqualified by the criteria set forth below.
7. Regular full- and part-time classified and unclassified employees who have received a corrective action memo during Fiscal Year 2025, are eligible to receive up to a 2% Team Performance Pay adjustment (not to exceed the maximum of the pay grade) or, if at the maximum of the paygrade, a reduced lump sum payment up to $750, not to exceed the total increase eligible if not at the maximum of their pay grade.

8. Regular full- and part-time classified, and unclassified employees who have received a written reprimand during Fiscal Year 2025, are eligible to receive a 1% Team Performance Pay adjustment (not to exceed the maximum of the pay grade) or, if at the maximum of the paygrade, a reduced lump sum payment up to $375, not to exceed the total increase eligible if not at the maximum of their pay grade.
9. Employees who have been on leave status for more than six months, suspended, involuntarily demoted, or have received more than one corrective action memo and/or written reprimand during Fiscal Year 2025, are not eligible to receive the Team Performance Pay adjustment. Employees receiving a combination of a Work or Performance Improvement Plan (WIP/PIP) or a Meeting Expectations Memo, and subsequent corrective action memo related to expectations outlined in the WIP/PIP or written reprimand during Fiscal Year 2025, are not eligible to receive the Team Performance Pay adjustment.
10. A department head has the option to seek approval from the Town Manager for a 6-month delayed pay adjustment regarding the withheld adjustment if no further WIP/PIP or disciplinary action is issued to the employee during that 6-month period.

Implementation

1. No adjustment to base pay shall cause an employee's salary to exceed the maximum of the grade for the employee's position.
2. Calculation of the increase will be based on an employee's regular base pay rate, exclusive of other types of compensation (i.e. special assignment pay, overtime pay, shift differential, etc.)

Pay Administration

1. Eligible employees will receive the Team Performance Pay adjustment with the paycheck beginning August 1, 2025.
2. Compensation will be paid in accordance with the Town's bi-weekly regular payroll cycle.
3. Compensation will be subject to normal payroll taxes and other regular payroll deductions.
4. Compensation will be subject to pension contributions as provided by state law.
5. Federal and State withholding will be calculated based on the current exemptions on file.

MARANA AZ

Human Resources

Salary Schedules Fiscal Year 2025-2026

Classified Positions

Exempt Positions

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 109			**$51,581.08**	**$64,477.19**	**$77,372.18**	**Annual**
707	Parks Project Specialist	Exempt				
515	Planner	Exempt				
327	Safety & Health Specialist	Exempt				
GRADE 110			**$56,739.75**	**$70,924.69**	**$85,109.63**	**Annual**
713	Airport Operations Supervisor	Exempt				
475	Business Process Supervisor	Exempt				
198	Communications Specialist	Exempt				
202	Economic Development Specialist	Exempt				
252	GIS Analyst	Exempt				
752	Parks Maintenance Supervisor	Exempt				
491	Permitting Supervisor	Exempt				
712	Public Works Supervisor	Exempt				
753	Recreation Supervisor	Exempt				
335	Safety & Health Coordinator	Exempt				
203	Senior Human Resources Generalist	Exempt				
227	Tourism Marketing Specialist	Exempt				
840	Visual Communications Designer	Exempt				
487	Water Business Services Supervisor	Exempt				
479	Water Conservation Analyst	Exempt				
722	Water Distribution Supervisor	Exempt				
723	Water Production Supervisor	Exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 111			**$62,981.00**	**$78,725.67**	**$94,471.48**	**Annual**
655	Asset Systems Manager	Exempt				
718	Chief Water Quality Operator	Exempt				
719	Chief Water Reclamation Operator	Exempt				
237	CIP Process Analyst	Exempt				
239	Construction & Inspection Manager	Exempt				
814	Crime Scene Property & Evidence Supervisor	Exempt				
493	Customer Service Manager	Exempt				
163	Environmental Project Manager	Exempt				
229	Floodplain Manager	Exempt				
217	Grants Manager	Exempt				
211	Procurement Officer	Exempt				
485	Revenue and Customer Service Manager	Exempt				
467	SCADA Administrator	Exempt				
210	Senior Accountant	Exempt				
246	Senior Planner	Exempt				
841	Senior Visual Communications Designer	Exempt				
268	Technology Analyst	Exempt				
GRADE 112			**$70,538.94**	**$88,173.38**	**$105,807.83**	**Annual**
124	Assistant Building Official	Exempt				
177	Chief Code Enforcement and Animal Control Officer	Exempt				
228	CIP Project Manager	Exempt				
307	Cybersecurity Analyst	Exempt				
400	Deputy Town Clerk	Exempt				
199	HRIS and Payroll Manager	Exempt				
341	Network Administrator	Exempt				
197	Organizational Development Manager	Exempt				
161	Project Manager	Exempt				
258	Senior GIS Analyst	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
502	Superintendent	Exempt				
247	Technology Support Supervisor	Exempt				
489	Water Resources Administrator	Exempt				
GRADE 113			**$79,709.03**	**$99,635.73**	**$119,562.43**	**Annual**
222	Associate Town Attorney	Exempt				
275	Budget Manager	Exempt				
488	Business Financial Manager	Exempt				
230	Civil Engineer	Exempt				
170	Court Administrator	Exempt				
274	Finance Manager	Exempt				
259	GIS Enterprise Administrator	Exempt				
196	Human Resources Manager	Exempt				
319	Real Property Manager	Exempt				
329	Risk Manager	Exempt				
340	Senior Network Administrator	Exempt				
310	Senior Software Developer	Exempt				
241	Technology Supervisor	Exempt				
201	Tourism & Marketing Manager	Exempt				
263	Traffic Manager	Exempt				
159	Water Operations Manager	Exempt				
153	Water Reclamation Operations Manager	Exempt				
GRADE 114			**$90,070.97**	**$112,588.68**	**$135,106.43**	**Annual**
261	Assistant Town Attorney	Exempt				
175	Chief Building Official	Exempt				
151	CIP Engineering Division Manager	Exempt				
147	Development Engineering Division Manager	Exempt				
245	Planning Manager	Exempt				
240	Technology Manager	Exempt				
167	Water Engineering Manager	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 115			**$101,779.69**	**$127,225.18**	**$152,669.53**	**Annual**
262	Senior Assistant Town Attorney	Exempt				
GRADE 116			**$105,713.33**	**$134,784.10**	**$163,854.86**	**Annual**
129	Development Services Deputy Director	Exempt				
149	Finance Deputy Director	Exempt				
250	Human Resources Deputy Director	Exempt				
135	Information Technology Deputy Director	Exempt				
155	Parks & Recreation Deputy Director	Exempt				
158	Public Works Deputy Director	Exempt				
148	Water Deputy Director	Exempt				
GRADE 117			**$113,641.83**	**$144,892.90**	**$176,143.98**	**Annual**
154	Deputy Town Attorney	Exempt				
Non-Exempt Positions						
GRADE 208			**$33,280.00**	**$40,768.52**	**$48,256.52**	**Annual**
			$16.0000	**$19.6003**	**$23.2002**	**Hourly**
746	Custodian	Non-exempt				
613	Fleet Technician Apprentice	Non-exempt				
703	Parks and Recreation Maintenance Associate I	Non-exempt				
714	Water Operator Apprentice	Non-exempt				
706	Public Works Maintenance Apprentice	Non-exempt				
GRADE 209			**$34,743.80**	**$42,561.48**	**$50,379.42**	**Annual**
			$16.7037	**$20.4623**	**$24.2209**	**Hourly**
406	Administrative Assistant	Non-exempt				
680	Customer Service Representative	Non-exempt				
429	Legal Clerk	Non-exempt				
GRADE 210			**$37,176.36**	**$45,540.56**	**$53,905.80**	**Annual**
			$17.8733	**$21.8945**	**$25.9162**	**Hourly**
417	Accounting Associate	Non-exempt				
456	Court Clerk	Non-exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
450	Court Collections Specialist	Non-exempt				
408	Customer Service Specialist	Non-exempt				
748	Faciliites Technician I	Non-exempt				
598	Parks and Recreation Maintenance Associate II	Non-exempt				
444	Police Records Clerk	Non-exempt				
443	Property & Evidence Records Clerk	Non-exempt				
701	Public Works Maintenance Associate I	Non-exempt				
423	Records Clerk	Non-exempt				
442	Water Billing Specialist	Non-exempt				
GRADE 211			**$39,778.70**	**$48,728.16**	**$57,678.40**	**Annual**
			$19.1244	**$23.4270**	**$27.7300**	**Hourly**
660	Assets Coordinator	Non-exempt				
453	Court Operations Specialist	Non-exempt				
242	Court Probation Monitor	Non-exempt				
620	Courtroom Specialist	Non-exempt				
812	Court Security Officer	Non-exempt				
336	Engineering Aide	Non-exempt				
749	Facilities Technician II	Non-exempt				
611	Fleet Coordinator	Non-exempt				
614	Fleet Technician I	Non-exempt				
419	License & Tax Specialist	Non-exempt				
607	Parks and Recreation Maintenance Associate III	Non-exempt				
665	Police Assets Coordinator	Non-exempt				
445	Police Records Specialist	Non-exempt				
599	Public Works Maintenance Associate II	Non-exempt				
411	Records Redaction Specialist	Non-exempt				
813	Security Officer	Non-exempt				
435	Senior Legal Specialist	Non-exempt				
415	Senior Legal Document Specialist	Non-exempt				
704	Signs and Markings Technician I	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 212			**$42,960.58**	**$52,626.86**	**$62,293.14**	**Annual**
			$20.6541	**$25.3014**	**$29.9486**	**Hourly**
527	Animal Control Officer	Non-exempt				
729	Associate Water Reclamation Mechanic	Non-exempt				
492	Business Process Coordinator	Non-exempt				
517	Code Enforcement Technician	Non-exempt				
810	Crime Scene Specialist	Non-exempt				
434	Development Coordinator	Non-exempt				
448	Dispatcher	Non-exempt				
616	Equipment Mechanic	Non-exempt				
741	Equipment Operator I	Non-exempt				
508	Fleet Technician II	Non-exempt				
744	Irrigation Control Technician	Non-exempt				
426	Legal Assistant	Non-exempt				
601	Parks and Recreation Lead Maintenance Associate	Non-exempt				
433	Permit Technician	Non-exempt				
547	Project Coordinator-CIP	Non-exempt				
323	Real Property Coordinator	Non-exempt				
466	Recreation Programmer	Non-exempt				
418	Senior Accounting Associate	Non-exempt				
455	Senior Court Clerk	Non-exempt				
621	Senior Courtroom Specialist	Non-exempt				
736	Water Operator I	Non-exempt				
GRADE 213			**$46,398.04**	**$56,837.04**	**$67,276.82**	**Annual**
			$22.3068	**$27.3255**	**$32.3446**	**Hourly**
603	Aquatic Maintenance Technician	Non-exempt				
522	Code Enforcement Officer I	Non-exempt				
234	Engineer in Training (EIT)	Non-exempt				
224	Environmental Technician	Non-exempt				
743	Equipment Operator II	Non-exempt				
438	Executive Assistant	Non-exempt				
754	Facilities Specialist	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
414	Human Resources Specialist	Non-exempt				
510	Lead Fleet Technician	Non-exempt				
709	Public Works Concrete Specialist	Non-exempt				
617	Public Works Crew Lead	Non-exempt				
662	Senior Assets Coordinator	Non-exempt				
431	Senior Legal Assistant	Non-exempt				
705	Signs and Markings Specialist	Non-exempt				
309	Technology Support Specialist I	Non-exempt				
372	Traffic Technician II	Non-exempt				
737	Water Operator II	Non-exempt				
532	Water Quality Technician	Non-exempt				
730	Water Reclamation Operator I	Non-exempt				
GRADE 214			**$50,573.38**	**$61,952.28**	**$73,331.70**	**Annual**
			$24.3141	**$29.7847**	**$35.2556**	**Hourly**
209	Accountant	Exempt				
471	Administrative Supervisor	Non-exempt				
531	Backflow Prevention Inspector	Non-exempt				
518	Building Inspector I	Non-exempt				
521	Code Enforcement Officer II	Non-exempt				
461	Community Services Coordinator	Non-exempt				
525	Construction Inspector	Non-exempt				
745	Custodian Supervisor	Non-exempt				
560	Engineering Specialist	Non-exempt				
225	Environmental Specialist	Non-exempt				
751	Facilities Tradesman	Non-exempt				
219	Financial Specialist	Non-exempt				
514	Housing Rehabilitation Specialist	Non-exempt				
728	Lead Water Reclamation Mechanic	Non-exempt				
602	Parks and Recreation Maintenance Coordinator	Non-exempt				
470	Police Records Supervisor	Non-exempt				
465	Recreation Coordinator	Non-exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
526	Right of Way Inspector	Non-exempt				
615	Risk Management Specialist	Non-exempt				
738	Water Operator III	Non-exempt				
533	Water Quality Specialist	Non-exempt				
731	Water Reclamation Operator II	Non-exempt				
469	Water Technology Support Specialist II	Non-exempt				
GRADE 215			**$55,630.38**	**$68,147.56**	**$80,664.74**	**Annual**
			$26.7454	**$32.7632**	**$38.7811**	**Hourly**
315	Business Process Analyst	Non-exempt				
452	Court Supervisor	Non-exempt				
449	Executive Assistant to the Town Manager	Non-exempt				
233	Human Resources Generalist	Non-exempt				
231	Payroll Analyst	Non-exempt				
302	Plans Examiner	Non-exempt				
529	Senior Construction Inspector	Non-exempt				
249	Senior Crime Analyst	Non-exempt				
513	Senior Right of Way Inspector	Non-exempt				
313	Technology Support Specialist II	Non-exempt				
373	Traffic Technician III	Non-exempt				
GRADE 216			**$61,193.86**	**$74,962.42**	**$88,731.50**	**Annual**
			$29.4201	**$36.0396**	**$42.6594**	**Hourly**
516	Building Inspector II	Non-exempt				
464	Police Telecommunications Supervisor	Non-exempt				
311	Technology Support Specialist III	Non-exempt				
561	Senior Engineering Specialist	Non-exempt				
GRADE 217			**$65,783.40**	**$80,584.60**	**$95,386.36**	**Annual**
			$31.6266	**$38.7426**	**$45.8588**	**Hourly**
300	Senior Plans Examiner	Non-exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum
Additional Pay (Applies only to Non Exempt Positions)					
	Shift Differential Pay	$1.30 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*		
	On-Call/Stand-By Pay	$1.30 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*		

*Final paygrade/title subject to position review later in the year

Classified Sworn Positions

Non-Exempt Positions						
Job Code	**Grade**	**Job Title**	**Salary Schedules**			
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$62,575.42**	**$75,311.96**	**$88,049.33**
			Hourly	**$30.0843**	**$36.2077**	**$42.3314**
804	DET	Police Detective	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$66,955.62**	**$80,583.98**	**$94,212.85**
			Hourly	**$32.1902**	**$38.7423**	**$45.2946**
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$88,654.38**	**$98,206.56**	**$107,758.83**
			Hourly	**$42.6223**	**$47.2147**	**$51.8071**
800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	**$104,493.08**	**$122,261.71**	**$140,030.31**
801	CAPT	Police Captain	Exempt	Minimum	Midpoint	Maximum
			Annual	**$114,941.74**	**$136,752.71**	**$158,563.69**

Police Officer Special Assignments Pays

5% added to base pay	Auto Theft Task Force
5% added to base pay	Lead Police Officer
5% added to base pay	Counter Narcotics Alliance
5% added to base pay	DART
5% added to base pay	DEA Task Force
5% added to base pay	EOD (Explosives)
5% added to base pay	GIITEM Task Force
5% added to base pay	Investigator
5% added to base pay	K9
5% added to base pay	Motorcycles
5% added to base pay	School Resource Officer (SRO)
5% added to base pay	SWAT
5% added to base pay	Volunteer Coordinator
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)			
Shift Differential	$1.30 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.30 per hour	*Pay for employees who stand ready to work during non-work hours as assigned.*

Unclassified Positions

Exempt Positions						
Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Grade AA			**$56,739.75**	**$70,924.69**	**$85,109.63**	**Annual**
190	Cultural Heritage Specialist	Exempt				
Grade A			**$70,538.94**	**$88,173.38**	**$105,807.83**	**Annual**
260	Assistant to the Town Manager	Exempt				
Grade B			**$79,709.03**	**$99,635.73**	**$119,562.43**	**Annual**
141	Communications Manager	Exempt				
Grade C			**$90,070.97**	**$112,588.68**	**$135,106.43**	**Annual**
143	Airport Manager	Exempt				
Grade E			**$122,135.63**	**$152,670.21**	**$183,203.43**	**Annual**
Town Officers Grade I			**$105,713.33**	**$134,784.10**	**$163,854.86**	**Annual**
Town Officers Grade II			**$113,641.83**	**$144,892.90**	**$176,143.98**	**Annual**
114	Community and Neighborhood Services Director	Exempt				
115	Director of Economic Development and Tourism	Exempt				
106	Town Clerk	Exempt				
Town Officers Grade III			**$122,164.96**	**$155,759.87**	**$189,354.78**	**Annual**
182	Deputy Chief of Police	Exempt				
Town Officers Grade IV			**$131,327.33**	**$167,441.86**	**$203,556.39**	**Annual**
127	Development Services Director	Exempt				
118	Finance Director	Exempt				
116	Human Resources Director	Exempt				
134	Information Technology Director	Exempt				
136	Parks and Recreation Director	Exempt				
180	Public Works Director	Exempt				
146	Water Director	Exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Town Officers Grade V			**$141,176.88**	**$180,000.00**	**$218,823.12**	**Annual**
138	Chief of Police	Exempt				
120	Town Attorney	Exempt				
Town Officers Grade VI			**$151,765.15**	**$193,500.00**	**$235,234.85**	**Annual**
110	Deputy Town Manager	Exempt				

Temporary Positions

Job Code	Job Title	FLSA** Status	Level 1	Level 2	Level 3	Level 4
827	Fitness Instructor	Non-exempt	$19.00	$21.00	$23.00	$25.00

* level is determined by certifications and years of service

Job Code	Job Title	FLSA** Status	1st Year	2nd Year	3rd Year	4th Year	5th Year
828	*Head Lifeguard	Non-exempt	$18.00	$18.25	$18.50	$18.75	$19.00
826	*Lifeguard	Non-exempt	$17.00	$17.25	$17.50	$17.75	$18.00
824	*Recreation Aide	Non-exempt	$16.00	$16.25	$16.50	$16.75	$17.00

* returning employees may receive a $.25 (cents) increase each year

Job Code	Job Title	FLSA** Status	High School	College	Grad School	Law School
480	Intern	Non-exempt	$14.85	$15.85	$16.85	$17.85

Job Code	Job Title	FLSA** Status	half day session	full day session
169	Judge Pro Tempore	Exempt	$150.00	$300.00 Flat Rate

Job Code	Job Title	FLSA** Status	Flat Rate
805	Background Investigator	Non-exempt	$20.6541
447	Dispatcher STT	Non-exempt	$20.6541

*if less than half day session rate is $50 per hour

Additional Pay (Applies only to Non-Exempt position)		
Shift Differential	$1.30 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/ Stand-by	$1.30 per hour	*Pay for employees who stand ready to work as assigned during non-work hours when assigned.*

APPENDIX
TABLE OF REVISIONS

EFFECTIVE DATE	DESCRIPTION
7/1/2023	New Fiscal year adopted salary schedule
	* Organization Development Manager grade 112
	* Police Assets Coordinator grade 211
	* Business Process Analyst grade 214
	* Technology Support Specialist II grade 214
	* Cultural Heritage Specialist grade AA
	* Senior Software Developer grade 112
	* Procurement Specialist grade 109 to Procurement Officer grade 110
7/15/2023	2% increase to all Classified, Classified Sworn and Unclassified grades
10/7/2023	* Custodian (JC 208) changed from grade 207 to 208
	* Construction Inspector (JC 525) changed from grade 213 to 214
	* Right of Way Inspector (JC 526) changed from grade 213 to 214
	* Added Backflow Prevention Inspector (JC 531) grade 214
	* Added Senior Construction Inspector (JC 529) grade 215
	* Added Senior Right of Way Inspector (JC 513) grade 215
12/30/2023	Public Works pay grade changes:
	* Public Works Maintenance Associate I from 208 to 209
	* Public Works Maintenance Associate II from 209 to 210
	* Public Works Maintenance Associate III from 210 to 211
	* Fleet Technician I from 210 to 211
	* Fleet Technician II from 211 to 212
	* Equipment Operator I from 211 to 212
	* Equipment Operator II from 212 to 213
1/1/2024	Minimum Wage increase to $14.35 per hours
	* Recreation Aide from $14.00 to $15.00
	* Intern $13.85 to $14.85
1/13/2024	Mid-Year Reclassifications
	* Visual Communications Designer (grade 109) to Senior Visual Communications Designer (grade 110)
	* Assets Coordinator (grade 211) to Senior Assets Coordinator (grade 213)
	* Development Services Analyst (grade 110) to Business Process Manager (grade 111)
	* Legal Clerk (grade 209) to Senior Legal Specialist (grade 211)
	* Legal Document Specialist (grade 210) to Senior Legal Document Specialist (grade 211)
	* Tourism & Marketing Manager (grade 111) to (grade 113)
1/27/2024	Parks & Recreation (Landscaping) Title Changes
	* Parks & Rec Maintenance Associate III (JC 607) to Parks & Recreation Lead Maintenance Associate (JC 601)
	from grade 210 to 211
3/12/2024	* Water Conservation Analyst changed from 110 to 109 (6/8/23)
4/25/2024	Added Pubic Works Maintenance Apprentice grade 208
5/15/2024	Added Pubic Works Concrete Specialist grade 213
7/1/2024	New Fiscal year adopted salary schedule
	* Fleet Coordinator - New Position Grade 211
	* Human Resources Manager - New Position Grade 113
	* Tourism Marketing Specialist - New position Grade 110
	* Background Investigator change hourly rate from $17.8733 to $20.6541
	* Shift differential pay changed from $1.15 per hour to $1.30 per hour
	* On-call pay changed from $1.00 per hour to $1.30 per hour
7/13/2024	* Accounting Associate grade 209 to 210
	* Administrative Assistant 208 to 209
	* Airport Operations Supervisor grade 109 to 110

EFFECTIVE DATE	DESCRIPTION
	* Aquatic Maintenance Technician grade 212 to 213
	* Business Process Analyst grade 214 to 215
	* Chief of Police grade III to V
	* Communications Specialist grade 109 to 110
	* Court Clerk grade 209 to 210
	* Courtroom Specialist grade 210 to 211
	* Crime Scene Specialist grade 211 to 212
	* Customer Service Representative grade 208 to 209
	* Customer Service Specialist grade 209 to 210
	* Deputy Chief of Police grade E to III
	* Deputy Town Attorney grade 116 to 117
	* Deputy Town Clerk grade 111 to 112
	* Deputy Town Manager grade III to VI
	* Development Coordinator grade 211 to 212
	* Development Services Deputy Director grade 115 to 116
	* Development Services Director grade II to IV
	* Executive Assistant grade 212 to 213
	* Finance Deputy Director grade 115 to 116
	* Finance Director grade II to IV
	* Fleet Technician Apprentice (TLT)
	* HRIS and Payroll Manager grade 111 to 112
	* Human Resources Deputy Director grade 115 to 116
	* Human Resources Director grade II to IV
	* Network Administrator grade 111 to 112
	* Parks & Recreation Deputy Director grade 115 to 116
	* Parks & Recreation Lead Maintenance Associate grade 211 to 212
	* Parks & Recreation Maintenance AssociateI II grade 209 to 210
	* Parks & Recreation Maintenance AssociateI III grade 210 to 211
	* Parks and Recreation Director grade II to IV
	* Permit Technician grade 211 to 212
	* Plans Examiner grade 214 to 215
	* Police Records Clerk grade 209 to 210
	* Police Telecommunications Supervisor grade 215 to 216
	* Project Coordinator CIP grade 211 to 212
	* Property & Evidence Records Clerk grade 209 to 210
	* Public Works Deputy Director grade 115 to 116
	* Public Works Director grade II to IV
	* Public Works Maintenance Associate I grade 209 to 210
	* Public Works Maintenance Associate II grade 210 to 211
	* Public Works Maintenance Associate III grade 211 to 212
	* Real Property Coordinator grade 211 to 212
	* Real Property Manager grade 112 to 113
	* Records Clerk grade 209 to 210
	* Risk Manager grade 112 to 113
	* Senior Accountant grade 110 to 111
	* Senior Accounting Associate grade 211 to 212
	* Senior Court Clerk grade 211 to 212
	* Senior Courtroom Specialist grade 211 to 212
	* Senior Engineering Specialist grade 215 to 216
	* Senior GIS Analyst grade 112 to 113
	* Senior Network Administrator grade 112 to 113
	* Senior Planner grade 110 to 111
	* Senior Plans Examiner grade 216 to 217
	* Senior Software Developer grade 112 to 113
	* Senior Visual Communications Deigner grade 110 to 111
	* Superintendent grade 111 to 112

EFFECTIVE DATE	DESCRIPTION
	* Technology Analyst grade 110 to 111
	* Technology Manager grade 113 to 114
	* Technology Services Deputy Director grade 115 to 116
	* Technology Services Director grade II to IV
	* Technology Supervisor grade 112 to 113
	* Technology Support Specialist I grade 212 to 213
	* Technology Support Specialist II grade 214 to 215
	* Town Attorney grade III to V
	* Visual Communications Designer grade 109 to 110
	* Water Billing Specialist grade 209 to 210
	* Water Business Services Supervisor grade 109 to 110
	* Water Conservation Analyst grade 109 to 110
	* Water Deputy Director grade 115 to 116
	* Water Director grade II to IV
	* Water Operator Apprentice (TLT)
	* Added new grade 117, 217, IV, V and VI
	* Changed grade II Min, Mid and Max per comp study
	* Changed grade III Min, Mid and Max per Comp study
	* Increased Grades PO, DET, SGT, LT and CAPT by 5% per comp study
7/27/2024	* Add Term Limited Temporary (TLT) Risk Specialist Grade 214
9/12/2024	* Remove underfill Business Process Supervisor; change to Permitting Supervisor
11/15/2024	* Added Recreation Supervisor Grade 110
	* Added Recreation Coordinator Grade 214
12/28/2024	* Added Payroll Analyst Grade 215
	* Change Grade for HR Generalist from 109 to 215
	* Change Grade for Executive Assistant to the Town Manager from 109 to 215
	* Remove Payroll Administrator grade 110
1/11/2025	Mid Year Reclassifications
	* Reclassification Community Outreach Coordinator Grade 213 to Community Services Coordinator Grade 214
	* Reclassification Cultural Heritage Specialist Grade AA change Min $56,739.75, Mid $70,924.69, Max $85,109.63
	* Remove Senior GIS Analyst Grade 112
	* New GIS Enterprise Administrator Grade 113
	* Reclassification Lead Custodian Grade 210 to Custodian Supervisor Grade 214
	* Reclassification CIP Process Analyst Grade 110 to Grade 111
	* Reclassification Payroll Technician Grade 211 to Payroll Analyst Grade 215
	* Title change from Water Reclamation Mechanic to Lead Water Reclamation Mechanic
	* Added Technology Support Specialist III Grade 216
	* Reclassification Revenue and Customer Service Manager Grade 110 to 111
	* Title change from Busines Process Manager to Customer Service Manager (Grade 111)
02/08/2025	* Change ranges for Head Lifeguard by $1.00
	* Change ranges for Lifeguard by $1.00
	* Change ranges for Recreation Aide by $1.00
	* Change levels for Fitness Instructor
	* Change Grade 208 from $15.6108, $19.1235, $22.6359 to $16.00, $19.6003, $23.2002
4/5/2025	* Reallocate Public Works Maintenance Associate III to Public Works Crew Lead grade 213
	* Add Engineer in Training (EIT) Grade 213
6/28/2025	* CIP Project Manager Grade 112
	* Cybersecurity Analyst Grade 112
	* Senior GIS Analyst Grade 112
	* Records Redaction Specialist Grade 211
	* Parks and Recreation Maintenance Coordinator Grade 214
	* Changed Risk Specialist to Risk Management Specialist
	* Add Security Officer Grade 211
	* Associate Town Attonry from Grade 112 to Grade 113
	* Assistant Town Attorney from Grade 113 to Grade 114
	* Senior Assistant Town Attorney Grade 114 to Grade 115