



MARANA TOWN COUNCIL - **AMENDED 2/13/2026 @ 10:05AM**  
REGULAR COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, February 17, 2026, 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

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Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on February 17, 2026, 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. Public access to the Council Chambers begins 20 minutes prior to the start of the meeting.

### 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](http://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 will be 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](http://www.maranaaz.gov) under Agendas and Minutes.

## **REGULAR COUNCIL MEETING**

### **CALL TO ORDER AND ROLL CALL**

### **PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE**

### **APPROVAL OF AGENDA**

### **CALL TO THE PUBLIC**

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification

and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

## **PROCLAMATIONS**

## **MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS**

## **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

## **PRESENTATIONS**

- P1 Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2025-2026 fiscal year (Yiannis Kalaitzidis)

## **CONSENT AGENDA**

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

- C1 Resolution No. 2026-013: Relating to Elections; approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Elections Department, for election services (David Udall)
- C2 Resolution No. 2026-014: Relating to Real Property; approving and authorizing the Mayor to sign the Town of Marana Early Lease Termination Agreement with SG Farms L.L.C., for early termination of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Jane Fairall)
- C3 Resolution No. 2026-007: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with SBH Marana LP, PEI Capital Venture I, L.L.C., and Landmark Title Assurance Agency of Arizona, LLC under Trust No. 2104 for Monarch Block 2 (David Udall)

## **LIQUOR LICENSES**

## **BOARDS, COMMISSIONS AND COMMITTEES**

## **COUNCIL ACTION**

## **ITEMS FOR DISCUSSION / POSSIBLE ACTION**

### **EXECUTIVE SESSIONS**

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

- E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).
  
- E2 *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 referendum petitions filed with the Town Clerk's Office as follows: (1) referendum serial number REF2026-02 relating to the rezoning of approximately 300.5 acres of land located west of Interstate 10 along North Lockett Road and south of the Pinal County line from R-144 (Residential) to SP (Specific Plan), creating the Lockett Road North Specific Plan approved by Marana Ordinance No. 2026.002; and (2) referendum serial number REF2026-03 relating to the rezoning of approximately 310.7 acres located at 14990 W. Hardin Road, northwest of the intersection of North Lockett Road and West Hardin Road, from R-144 (Residential) to SP (Specific Plan), creating the Lockett Road South Specific Plan, approved by Marana Ordinance No. 2026.003.*

### **FUTURE AGENDA ITEMS**

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

## **ADJOURNMENT**



## **Council-Regular Meeting**

P1

**Meeting Date:** 02/17/2026

**To:** Mayor and Council

**From:** Yiannis Kalaitzidis, Finance Director

**Date:** February 17, 2026

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Relating to Budget; presentation of second quarter results (July-December) for the Town's General Fund and other selected major funds for the 2025-2026 fiscal year (Yiannis Kalaitzidis)

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### **Discussion:**

The purpose of this item is to present a summary of the Town's second quarter financial results (July-December) for the Town's General Fund and other selected major funds for fiscal year 2025-2026. It is important to note that these results are preliminary, unaudited and subject to change based upon adjusting entries, as necessary. The attached provides a high-level revenue and expenditure summary at the end of the current quarter.

### **Revenue**

Overall, revenues are within or above expectations for all funds at this time of the year for all funds when excluding operating transfers that will happen in the fourth quarter.

- Revenues for the General Fund are better than expected due to better than anticipated revenues from memberships at the MARC and higher investment earnings as interest rates have remained higher than initial forecasts.
- HURF fund revenues are within expectations. Based on the current trend, revenues are projected to be comparable to prior year revenues, but slightly lower than budgeted expectations.
- Bed Tax Fund revenues are within expectations. Overall, hotel activity has remained consistent with prior year revenues as we head into the winter cycle where such revenues increase due to a number of events that see hotel occupancy rates increase as compared to the first half of the year.

- Half-Cent Sales Tax fund revenues, which will be used for the MARC, continue to average collections in excess of \$600,000 per month since its inception as retail sales taxes remain strong through the first half of the year.
- Transportation fund revenues are slightly above expectations as construction activity remains strong in the Town. However, collections are slightly below prior year amounts.
- Charges for services revenues in the enterprise funds are within or above expectations for this time of year.

Additional detail about these variances is included within the visualization slides attached to this item.

### **Expenditures**

Expenditures in all funds are at or below expectations. Expenditures in the General fund are comparable to prior year activity excluding a prior year one-time payment that eliminated the PSPRS unfunded liability calculated as of June 30, 2023.

The Water and Water Reclamation funds are within expectations and in line with anticipated activity through the end of the second quarter.

The quarterly update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page: <https://www.maranaaz.gov/Departments/Finance/Financial-Documents>.

### **Staff Recommendation:**

Presentation of second quarter results only.

### **Suggested Motion:**

Presentation of second quarter results only.

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## **Attachments**

2nd Quarter Financial Update

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# Financial Brief: Second Quarter

Fiscal Year

# 2025 – 2026

Prepared by: Finance Department

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# FISCAL YEAR 2025 - 2026 SECOND QUARTER FINANCIAL BRIEF

This financial brief is intended to provide a broad overview and status of revenues and expenditures for the Town's selected major funds through the second quarter of fiscal year 2026 (July 2025 - December 2025). Major funds included in this financial brief are the General Fund, Highway User Revenue Fund (HURF), Bed Tax Fund, Half Cent Sales Tax Fund and Transportation Fund. Also included are the Airport, Water, and Water Reclamation enterprise funds. Please note that all amounts are preliminary, unaudited and subject to change based upon adjusting entries, as necessary.

The table below shows an overview for each fund.

| REVENUES               |              |            |          | EXPENDITURES   |            |          | OVER/UNDER     |
|------------------------|--------------|------------|----------|----------------|------------|----------|----------------|
| Fund                   | FY 26 Budget | Actual     | % Budget | FY 2026 Budget | Actual     | % Budget | YTD Over/Under |
| GENERAL FUND           | 87,294,739   | 48,106,611 | 55%      | 110,494,773    | 34,069,062 | 31%      | 14,037,549     |
| HURF                   | 5,197,296    | 2,408,008  | 46%      | 7,492,283      | 1,268,161  | 17%      | 1,139,847      |
| TRANSPORTATION FUND    | 16,046,522   | 9,329,589  | 58%      | 26,052,829     | 3,345,778  | 13%      | 5,983,811      |
| BED TAX FUND           | 1,850,000    | 725,740    | 39%      | 2,809,164      | 965,885    | 34%      | -240,145       |
| 1/2 CENT SALES TAX     | 7,976,682    | 3,986,721  | 50%      | 4,093,500      | 1,097,793  | 27%      | 2,888,928      |
| WATER FUND             | 14,093,660   | 5,955,731  | 42%      | 16,099,181     | 5,305,984  | 33%      | 649,747        |
| WATER RECLAMATION FUND | 6,987,684    | 2,903,210  | 42%      | 13,692,840     | 2,168,404  | 16%      | 734,806        |
| AIRPORT FUND           | 743,484      | 130,748    | 18%      | 743,484        | 240,152    | 32%      | -109,404       |

# FY 2025-2026 SECOND QUARTER: GENERAL FUND

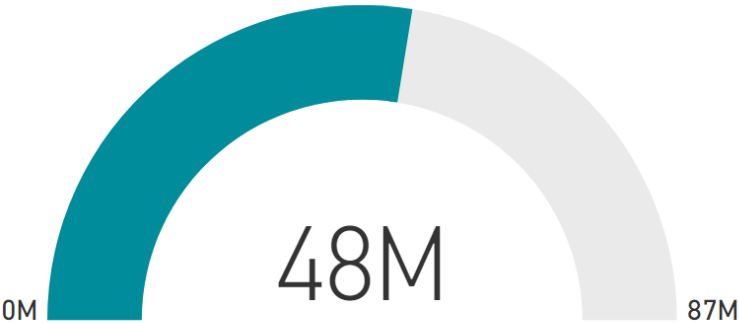
## REVENUES

Select Revenue or Expense

EXPENSES

REVENUES

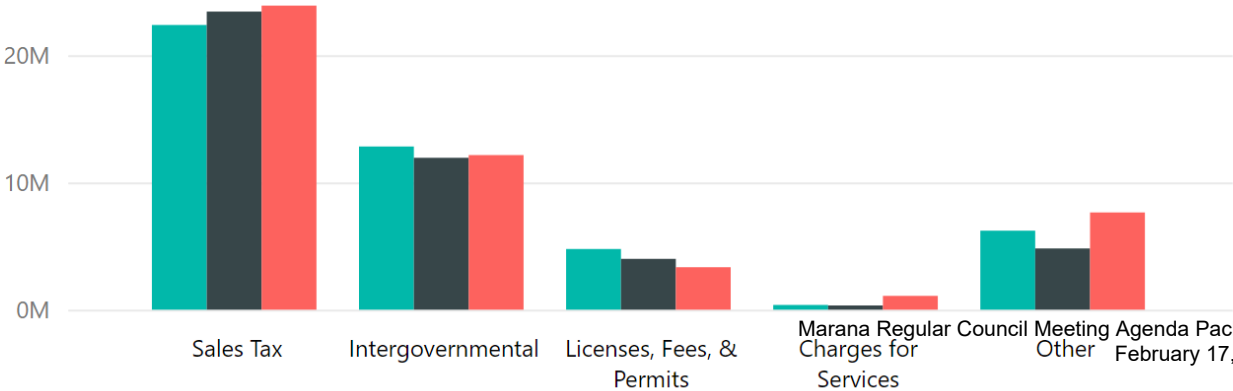
| Category                  | FY 2026 Budget | Actual     | % Budget |
|---------------------------|----------------|------------|----------|
| Sales Tax                 | 46,589,787     | 23,895,016 | 51%      |
| Intergovernmental         | 24,076,666     | 12,149,442 | 50%      |
| Licenses, Fees, & Permits | 6,345,000      | 3,335,949  | 53%      |
| Charges for Services      | 1,395,461      | 1,084,770  | 78%      |
| Other                     | 8,887,825      | 7,641,435  | 86%      |
| Total                     | 87,294,739     | 48,106,611 | 55%      |



### General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits make up nearly 90% of budgeted revenues for the fund. Overall, collections meet or exceed expectations through the second quarter of FY2026. Sales tax revenues are in line with the budget due to continued economic stability. Intergovernmental revenues include amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits also continue to meet budgeted amounts. Charges for Services is greater due to increased membership revenue at the MARC. Other revenues include investment income earnings and legal settlements.

Year 2024 2025 2026



| Category                  | 2024       | 2025       | 2026       |
|---------------------------|------------|------------|------------|
| Sales Tax                 | 22,374,659 | 23,426,812 | 23,895,016 |
| Intergovernmental         | 12,824,089 | 11,936,297 | 12,149,442 |
| Licenses, Fees, & Permits | 4,768,020  | 3,994,103  | 3,335,949  |
| Charges for Services      | 371,454    | 330,968    | 1,084,770  |
| Other                     | 6,208,779  | 4,811,592  | 7,641,435  |
| Total                     | 46,547,002 | 44,499,772 | 48,106,611 |

# FY 2025-2026 SECOND QUARTER: GENERAL FUND

## EXPENSES

Select Revenue or Expense

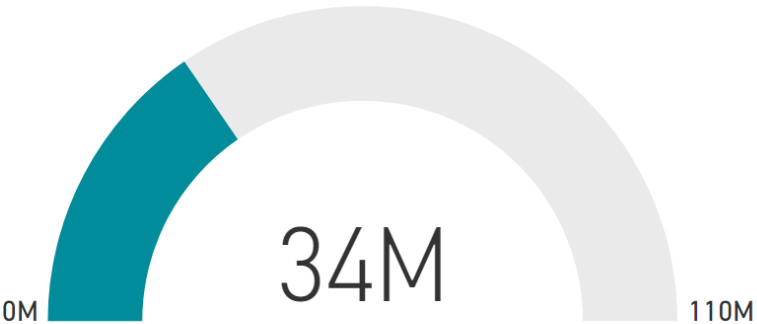
EXPENSES

REVENUES

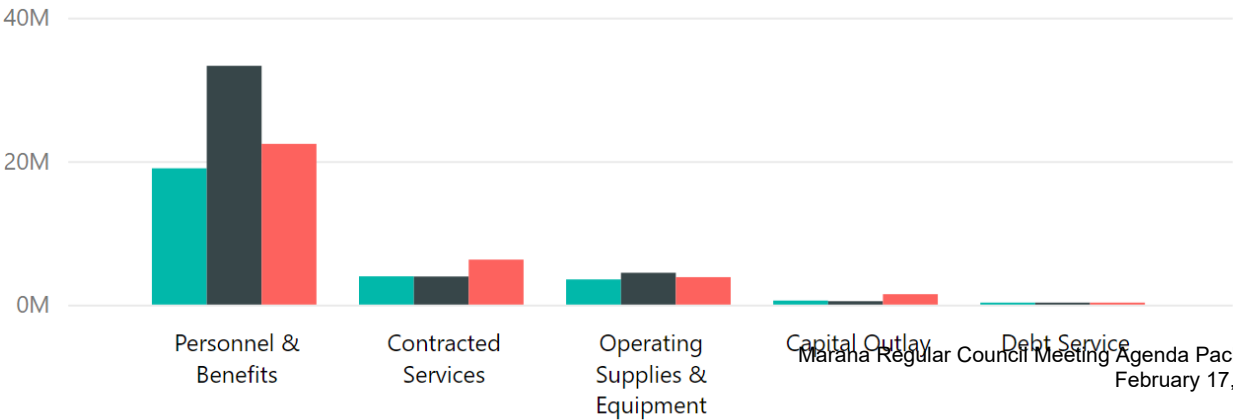
| Category                       | FY 2026 Budget | Actual     | % Budget |
|--------------------------------|----------------|------------|----------|
| Personnel & Benefits           | 51,441,400     | 22,397,173 | 44%      |
| Contracted Services            | 15,887,504     | 6,264,050  | 39%      |
| Operating Supplies & Equipment | 16,287,493     | 3,820,160  | 23%      |
| Capital Outlay                 | 10,759,423     | 1,444,704  | 13%      |
| Debt Service                   | 84,000         | 22,847     | 27%      |
| Other Financing Uses           | 16,018,725     | 120,127    | 1%       |
| Total                          | 110,478,545    | 34,069,062 | 31%      |

### General Fund Relevant Information

General Fund expenses through the second quarter of FY2026 overall are as anticipated. Personnel & Benefits expenses are in line with expectations. Capital Outlay is associated with several projects and capital equipment purchases, many of which will occur later in the fiscal year. Other Financing Uses is related to budgeted transfers for debt service and capital projects, as well as \$2.18 million in restricted budget, most of which is for possible land purchases.



Year 2024 2025 2026



| Category                       | 2024       | 2025       | 2026       |
|--------------------------------|------------|------------|------------|
| Personnel & Benefits           | 18,991,585 | 33,276,579 | 22,397,173 |
| Contracted Services            | 3,934,559  | 3,909,101  | 6,264,050  |
| Operating Supplies & Equipment | 3,503,675  | 4,430,206  | 3,820,160  |
| Capital Outlay                 | 554,726    | 467,914    | 1,444,704  |
| Debt Service                   | 19,610     | 26,480     | 22,847     |
| Other Financing Uses           | 385,547    | 166,460    | 120,127    |
| Total                          | 27,389,700 | 42,276,739 | 34,069,062 |

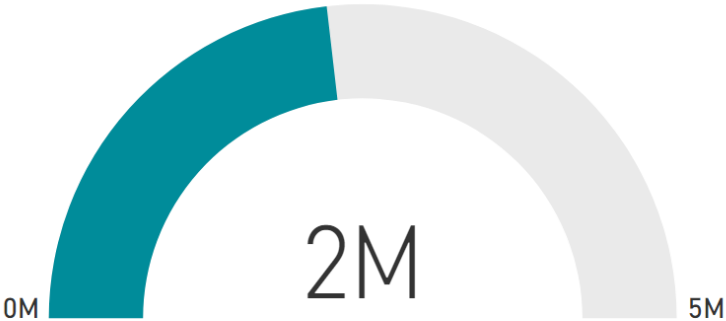
# FY 2025-2026 SECOND QUARTER: HURF REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

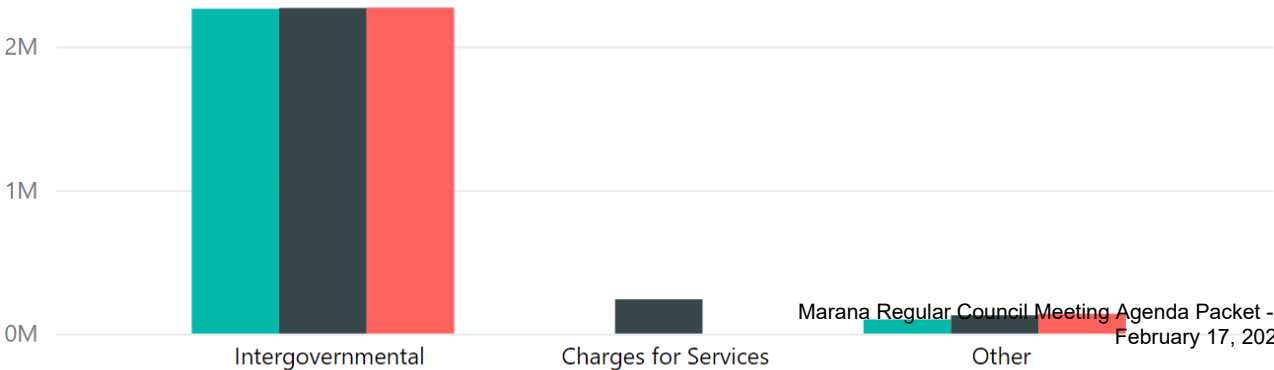
| Category             | FY 2026 Budget | Actual    | % Budget |
|----------------------|----------------|-----------|----------|
| Intergovernmental    | 4,857,296      | 2,270,086 | 47%      |
| Charges for Services | 230,000        | 0         | 0%       |
| Other                | 110,000        | 137,922   | 125%     |
| Total                | 5,197,296      | 2,408,008 | 46%      |



## HURF Relevant Information

The Highway User Revenue Fund or HURF is set by the collection of fees and taxes from users of the State's roads and highways which the State collects. Cities and towns receive a percentage of revenues based on population estimates and gasoline sales within each county. Second quarter HURF revenue collections meet budgeted expectations when excluding revenues from charges for services. Charges for Services are payments in lieu of fees collected from third parties to be expended for the preservation of roads. Significantly higher than anticipated investment income is the result of investment decisions from the prior year and higher than anticipated rates.

Year 2024 2025 2026



| Category             | 2024      | 2025      | 2026      |
|----------------------|-----------|-----------|-----------|
| Intergovernmental    | 2,261,579 | 2,267,405 | 2,270,086 |
| Charges for Services |           | 238,143   | 0         |
| Other                | 97,762    | 126,963   | 137,922   |
| Total                | 2,359,342 | 2,632,510 | 2,408,008 |

# FY 2025-2026 SECOND QUARTER: HURF EXPENSES

Select Revenue or Expense

☒ EXPENSES

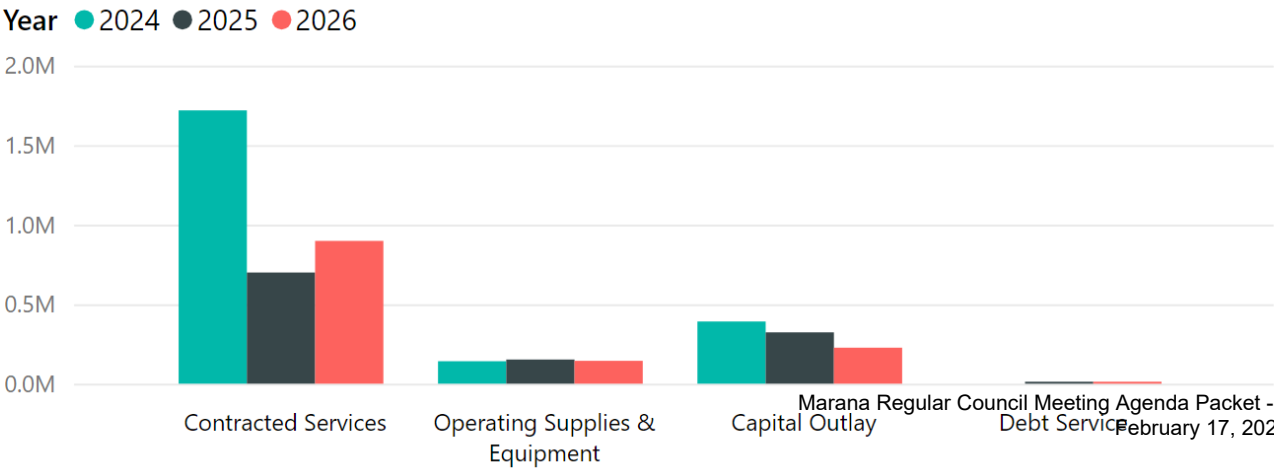
☐ REVENUES

| Category                       | FY 2026 Budget | Actual    | % Budget |
|--------------------------------|----------------|-----------|----------|
| Contracted Services            | 6,382,943      | 897,702   | 14%      |
| Operating Supplies & Equipment | 389,340        | 143,692   | 37%      |
| Capital Outlay                 | 520,000        | 226,254   | 44%      |
| Debt Service                   | 0              | 512       | 0%       |
| Other Financing Uses           | 200,000        |           |          |
| Total                          | 7,492,283      | 1,268,161 | 17%      |



## HURF Relevant Information

HURF expenses are overall below budgeted amounts through the second quarter of FY2026. Contracted Services reflects expenses for the Town's Pavement Preservation program which will occur later in the year. Operating Supplies & Equipment expenses to date are below budgeted expectations but comparable to prior year activity. Capital Outlay is associated with construction and vehicle and equipment purchases. Other Financing Uses reflect restricted budget for possible monsoon storm damage or other unanticipated needs.



| Category                       | 2024      | 2025      | 2026      |
|--------------------------------|-----------|-----------|-----------|
| Contracted Services            | 1,718,304 | 698,874   | 897,702   |
| Operating Supplies & Equipment | 141,125   | 151,873   | 143,692   |
| Capital Outlay                 | 390,954   | 322,699   | 226,254   |
| Debt Service                   |           | 646       | 512       |
| Total                          | 2,250,383 | 1,174,091 | 1,268,161 |

# FY 2025-2026 SECOND QUARTER: TRANSPORTATION FUND

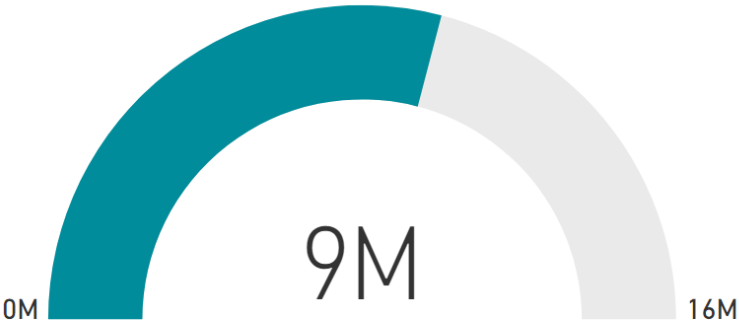
## REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

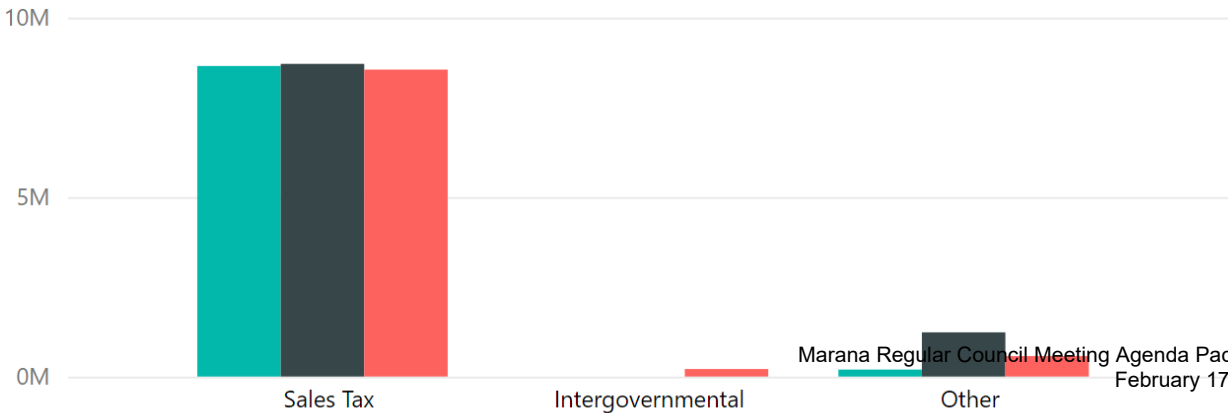
| Category          | FY 2026 Budget | Actual    | % Budget |
|-------------------|----------------|-----------|----------|
| Sales Tax         | 15,146,522     | 8,550,360 | 56%      |
| Intergovernmental | 0              | 209,100   | 0%       |
| Other             | 900,000        | 570,130   | 63%      |
| Total             | 16,046,522     | 9,329,589 | 58%      |



### Transportation Fund Relevant Information

The Transportation Fund comprises 75% of all contracting taxes collected by the Town and is used for new road construction and reconstruction projects. Second quarter revenue collections are slightly above expectations as construction remains robust throughout the Town. Other revenue includes investment income and planned transfers.

Year 2024 2025 2026



| Category          | 2024      | 2025      | 2026      |
|-------------------|-----------|-----------|-----------|
| Sales Tax         | 8,651,124 | 8,710,217 | 8,550,360 |
| Intergovernmental |           |           | 209,100   |
| Other             | 193,391   | 1,230,902 | 570,130   |
| Total             | 8,844,515 | 9,941,119 | 9,329,589 |

# FY 2025-2026 SECOND QUARTER: TRANSPORTATION FUND

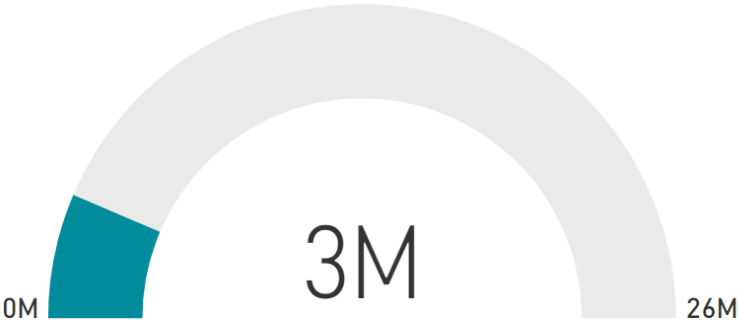
## EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

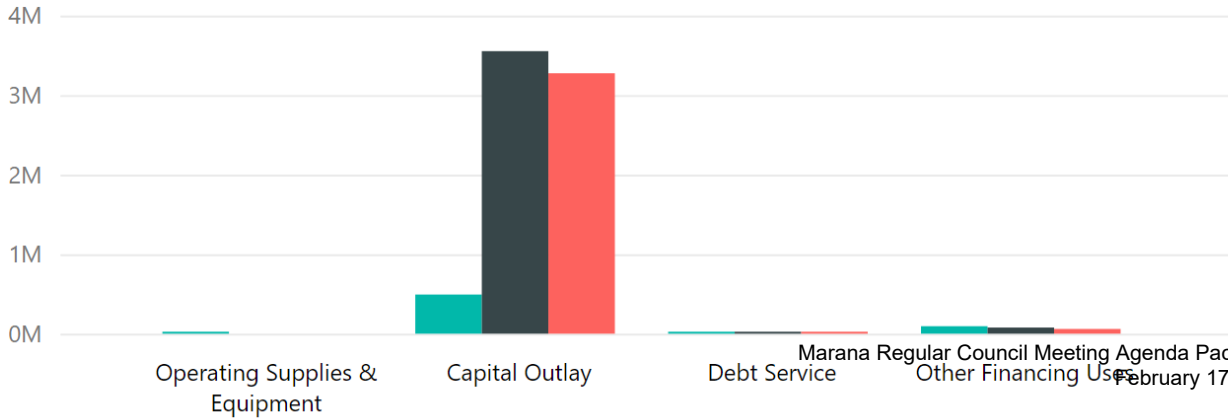
| Category                       | FY 2026 Budget | Actual    | % Budget |
|--------------------------------|----------------|-----------|----------|
| Operating Supplies & Equipment | 650,000        |           |          |
| Capital Outlay                 | 24,517,849     | 3,274,663 | 13%      |
| Debt Service                   | 20,000         | 11,765    | 59%      |
| Other Financing Uses           | 864,980        | 59,351    | 7%       |
| Total                          | 26,052,829     | 3,345,778 | 13%      |



### Transportation Fund Relevant Information

Overall, Transportation Fund expenses are below budgeted levels through the second quarter of FY2026. Operating Supplies & Equipment is associated with ongoing developer reimbursements paid on a semi-annual basis. Capital Outlay is associated with multi-year CIP projects, including the beginning of the Tangerine Traffic Interchange Project. Other Financing Uses is associated with planned transfers related to debt service.

Year 2024 2025 2026



| Category                       | 2024    | 2025      | 2026      |
|--------------------------------|---------|-----------|-----------|
| Operating Supplies & Equipment | 12,280  |           |           |
| Capital Outlay                 | 492,048 | 3,552,515 | 3,274,663 |
| Debt Service                   | 12,286  | 13,469    | 11,765    |
| Other Financing Uses           | 93,890  | 77,090    | 59,351    |
| Total                          | 610,504 | 3,643,074 | 3,345,778 |

# FY 2025-2026 SECOND QUARTER: BED TAX FUND

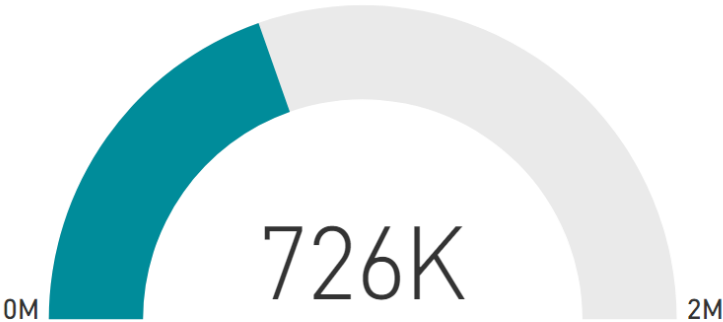
## REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

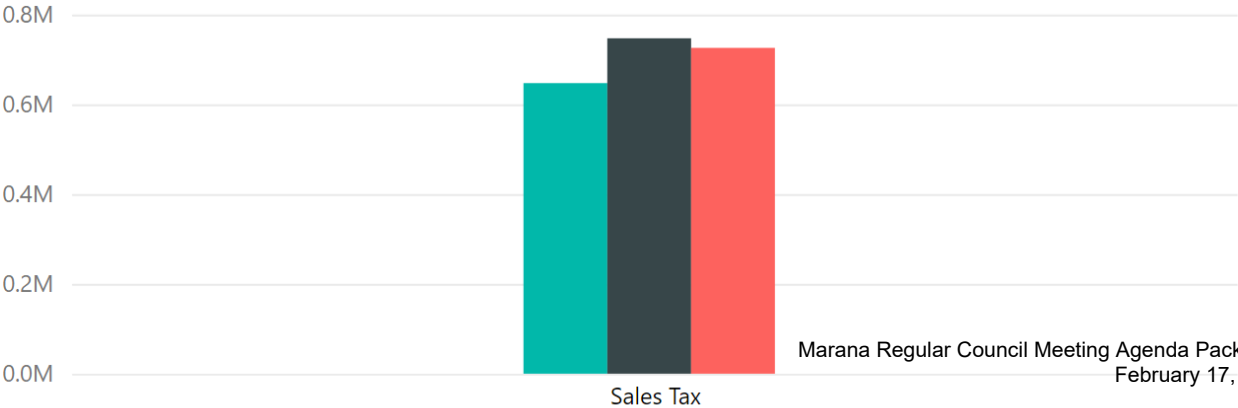
| Category  | FY 2026 Budget | Actual  | % Budget |
|-----------|----------------|---------|----------|
| Sales Tax | 1,850,000      | 725,740 | 39%      |
| Total     | 1,850,000      | 725,740 | 39%      |



### Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Second quarter revenue collections for FY2026 are similar to previous years' and in line with expectations. Collections typically increase in the second and third quarters of the year.

Year 2024 2025 2026



| Category  | 2024    | 2025    | 2026    |
|-----------|---------|---------|---------|
| Sales Tax | 647,237 | 747,085 | 725,740 |
| Total     | 647,237 | 747,085 | 725,740 |

# FY 2025-2026 SECOND QUARTER: BED TAX FUND

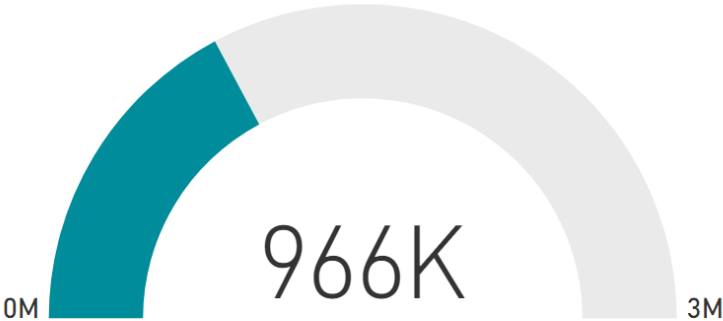
## EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

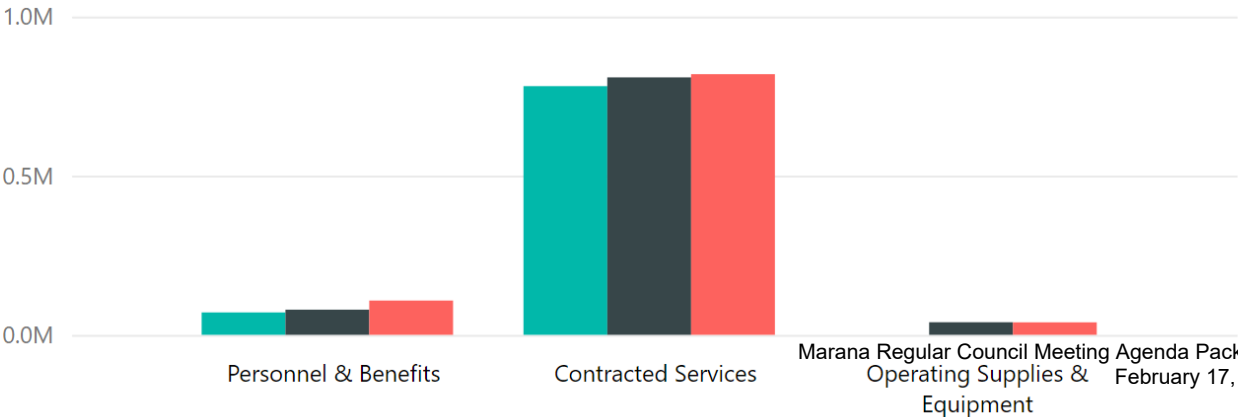
| Category                       | FY 2026 Budget | Actual  | % Budget |
|--------------------------------|----------------|---------|----------|
| Personnel & Benefits           | 282,005        | 107,706 | 38%      |
| Contracted Services            | 1,332,314      | 818,945 | 61%      |
| Operating Supplies & Equipment | 194,845        | 39,234  | 20%      |
| Other Financing Uses           | 1,000,000      |         |          |
| Total                          | 2,809,164      | 965,885 | 34%      |



### Bed Tax Fund Relevant Information

The Bed Tax Fund spending is as expected through the second quarter of FY2026. Contracted Services is primarily related to the annual State Land lease payment, which was paid in the second quarter, and also includes planned advertising costs in support of tourism activities. Operating Supplies & Equipment includes developer rebates. Other Financing Uses is restricted budget for unanticipated needs and includes \$1,000,000 for future tourism related opportunities not yet identified by the department.

Year 2024 2025 2026



| Category                       | 2024    | 2025    | 2026    |
|--------------------------------|---------|---------|---------|
| Personnel & Benefits           | 70,368  | 79,052  | 107,706 |
| Contracted Services            | 781,260 | 808,875 | 818,945 |
| Operating Supplies & Equipment |         | 39,535  | 39,234  |
| Total                          | 851,628 | 927,462 | 965,885 |

# FY 2025-2026 SECOND QUARTER: HALF CENT SALES TAX FUND

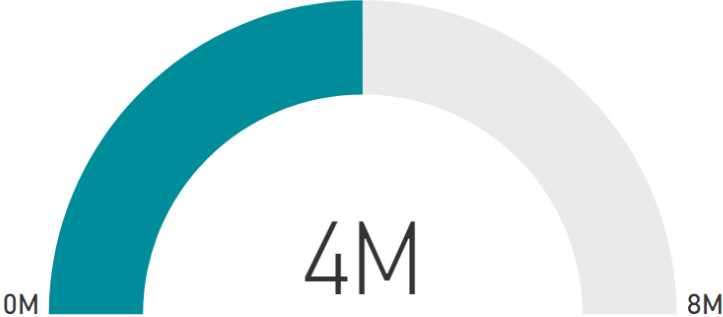
## REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

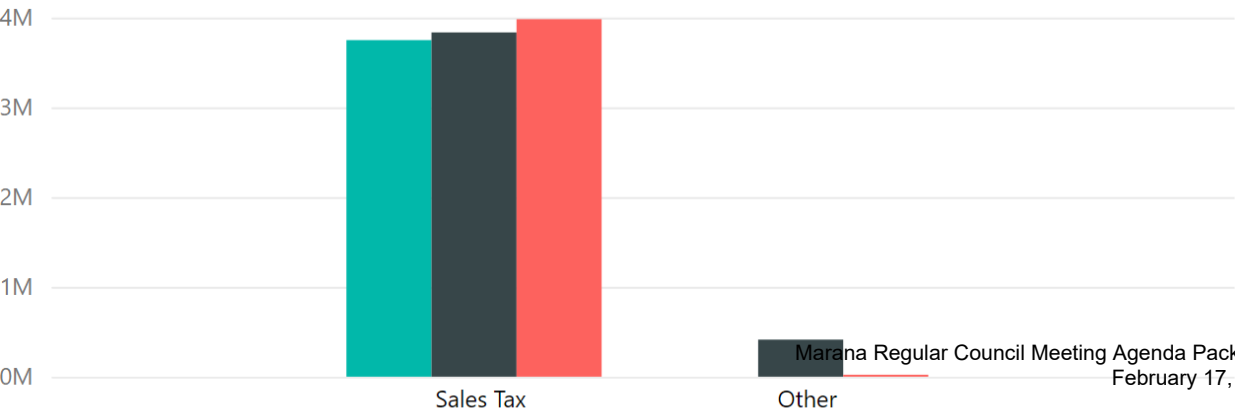
| Category  | FY 2026 Budget | Actual    | % Budget |
|-----------|----------------|-----------|----------|
| Sales Tax | 7,876,682      | 3,981,979 | 51%      |
| Other     | 100,000        | 4,742     | 5%       |
| Total     | 7,976,682      | 3,986,721 | 50%      |



### 1/2 Cent Sales Tax Fund Relevant Information

Town Council adopted Ordinance 2021.022 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for the Marana Aquatic and Recreation Center. Collections through the second quarter of the fiscal year continue to meet expectations and continue to average more than \$600,000 per month. Other revenues are related to investment income.

Year 2024 2025 2026



| Category  | 2024      | 2025      | 2026      |
|-----------|-----------|-----------|-----------|
| Sales Tax | 3,748,496 | 3,834,189 | 3,981,979 |
| Other     |           | 412,721   | 4,742     |
| Total     | 3,748,496 | 4,246,910 | 3,986,721 |

# FY 2025-2026 SECOND QUARTER: HALF CENT SALES TAX FUND

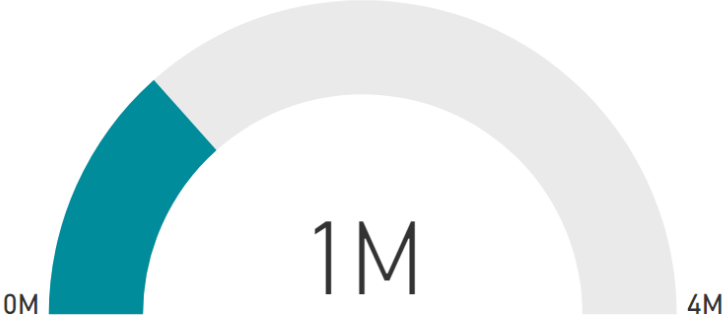
## EXPENSES

Select Revenue or Expense

EXPENSES

REVENUES

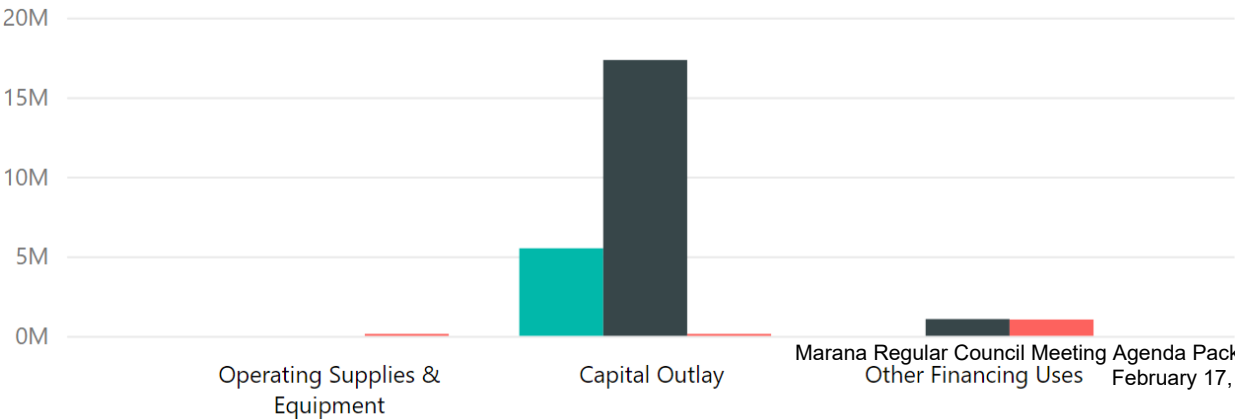
| Category                       | FY 2026 Budget | Actual    | % Budget |
|--------------------------------|----------------|-----------|----------|
| Operating Supplies & Equipment | 0              | 13,336    | 0%       |
| Capital Outlay                 | 500,000        | 59,321    | 12%      |
| Other Financing Uses           | 3,593,500      | 1,025,137 | 29%      |
| Total                          | 4,093,500      | 1,097,793 | 27%      |



### 1/2 Cent Sales Tax Fund Relevant Information

The FY2026 budget is associated with the design, construction and equipping of the Marana Aquatic and Recreation Center. Construction of the facility began in the second quarter of FY2024 and was completed and opened to the public in the last quarter of FY2025. Capital Outlay costs reflect final payments for the close out of the facility's construction activities. Other Financing Uses is related to interfund transfers for principal and interest payments associated with debt issued to pay for the facility's construction.

Year 2024 2025 2026



| Category                       | 2024      | 2025       | 2026      |
|--------------------------------|-----------|------------|-----------|
| Operating Supplies & Equipment |           |            | 13,336    |
| Capital Outlay                 | 5,500,146 | 17,332,175 | 59,321    |
| Other Financing Uses           |           | 1,052,063  | 1,025,137 |
| Total                          | 5,500,146 | 18,384,238 | 1,097,793 |

# FY 2025-2026 SECOND QUARTER: WATER OPERATING FUND

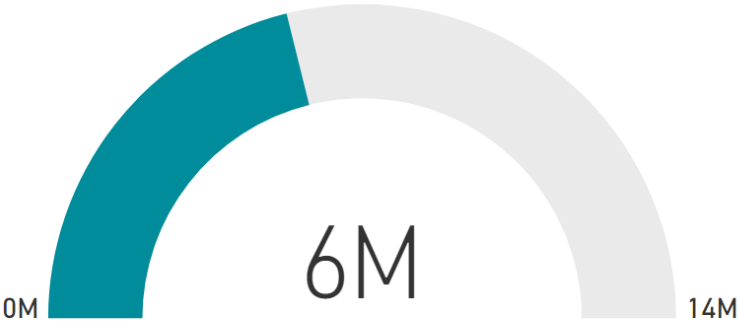
## REVENUES

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☐ EXPENSES

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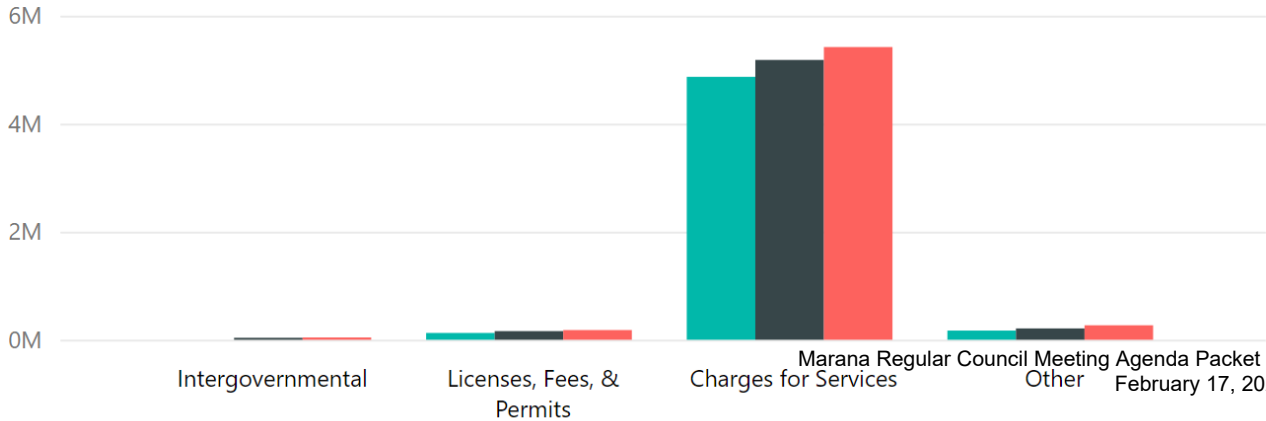
| Category                  | FY 2026 Budget | Actual    | % Budget |
|---------------------------|----------------|-----------|----------|
| Intergovernmental         | 1,432,045      | 42,341    | 3%       |
| Licenses, Fees, & Permits | 241,867        | 179,069   | 74%      |
| Charges for Services      | 10,816,076     | 5,461,390 | 50%      |
| Other                     | 1,603,672      | 272,930   | 17%      |
| Total                     | 14,093,660     | 5,955,731 | 42%      |



### Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees>. Charges for Services (water sales) comprise the majority of the revenue for the fund. Revenue collections through the second quarter of FY2026 meet budget expectations. Intergovernmental includes anticipated revenues from WIFA and other grants, which are recorded on a reimbursement basis, as well as water credits. Other revenue is primarily comprised of interfund transfers used for debt service payments.

Year 2024 2025 2026



| Category                  | 2024      | 2025      | 2026      |
|---------------------------|-----------|-----------|-----------|
| Intergovernmental         |           | 1,948     | 42,341    |
| Licenses, Fees, & Permits | 125,727   | 159,822   | 179,069   |
| Charges for Services      | 4,908,972 | 5,228,828 | 5,461,390 |
| Other                     | 169,960   | 211,275   | 272,930   |
| Total                     | 5,204,659 | 5,601,873 | 5,955,731 |

# FY 2025-2026 SECOND QUARTER: WATER OPERATING FUND

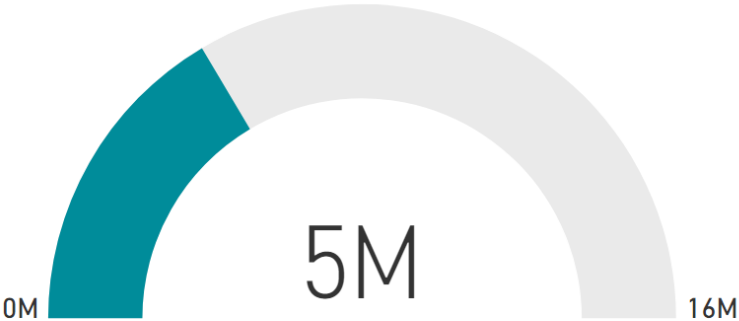
## EXPENSES

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EXPENSES

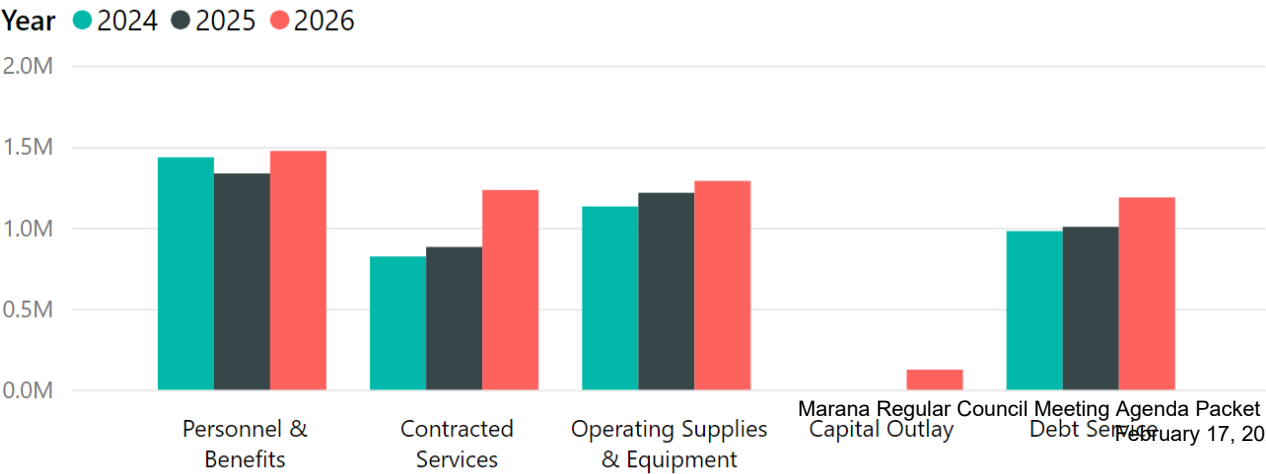
REVENUES

| Category                       | FY 2026 Budget | Actual    | % Budget |
|--------------------------------|----------------|-----------|----------|
| Personnel & Benefits           | 3,902,337      | 1,473,895 | 38%      |
| Contracted Services            | 2,893,497      | 1,232,619 | 43%      |
| Operating Supplies & Equipment | 3,055,313      | 1,288,829 | 42%      |
| Capital Outlay                 | 381,600        | 123,897   | 32%      |
| Debt Service                   | 1,564,009      | 1,186,777 | 76%      |
| Other Financing Uses           | 3,500,000      |           |          |
| Total                          | 15,296,756     | 5,306,017 | 35%      |



### Water Fund Relevant Information

Overall, FY2026 second quarter expenses for the Water Operating Fund are below budget levels but within expectations. Personnel & Benefits are below expectations due to higher than anticipated turnover. Capital Outlay budget is for vehicle purchases planned for later in the year. Debt Service is related to WIFA loan and bond payments during FY2026. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with transfers to the Water Capital Fund for the construction of capital projects. These transfers will occur at the end of the year.



| Category                       | 2024      | 2025      | 2026      |
|--------------------------------|-----------|-----------|-----------|
| Personnel & Benefits           | 1,434,669 | 1,334,769 | 1,473,895 |
| Contracted Services            | 822,446   | 879,963   | 1,232,619 |
| Operating Supplies & Equipment | 1,130,435 | 1,215,440 | 1,288,829 |
| Capital Outlay                 |           |           | 123,897   |
| Debt Service                   | 979,203   | 1,005,361 | 1,186,777 |
| Total                          | 4,366,753 | 4,435,533 | 5,306,017 |

# FY 2025-2026 SECOND QUARTER: WATER RECLAMATION OPERATING FUND

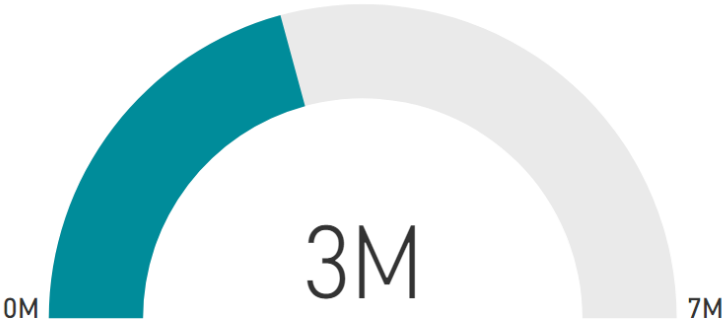
## REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

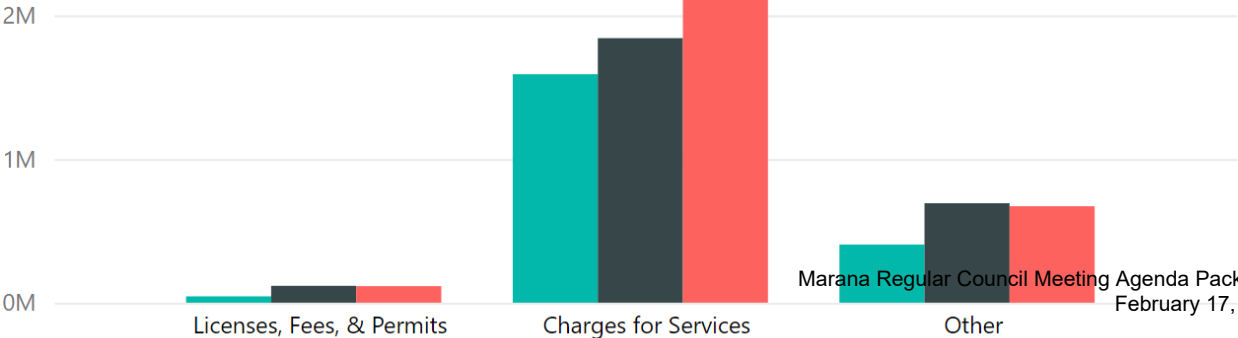
| Category                  | FY 2026 Budget | Actual    | % Budget |
|---------------------------|----------------|-----------|----------|
| Licenses, Fees, & Permits | 171,574        | 115,050   | 67%      |
| Charges for Services      | 3,913,726      | 2,116,777 | 54%      |
| Other                     | 2,902,384      | 671,383   | 23%      |
| Total                     | 6,987,684      | 2,903,210 | 42%      |



### Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees>. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, FY2026 second quarter revenue collections exceed expectations. Licenses, Fees and Permits permit issuances continue to display solid growth. Other planned revenue is primarily related to budgeted transfers between funds for debt service payments.

Year 2024 2025 2026



| Category                  | 2024      | 2025      | 2026      |
|---------------------------|-----------|-----------|-----------|
| Licenses, Fees, & Permits | 43,928    | 117,327   | 115,050   |
| Charges for Services      | 1,590,370 | 1,841,396 | 2,116,777 |
| Other                     | 404,527   | 694,016   | 671,383   |
| Total                     | 2,038,826 | 2,652,739 | 2,903,210 |

# FY 2025-2026 SECOND QUARTER: WATER RECLAMATION OPERATING FUND

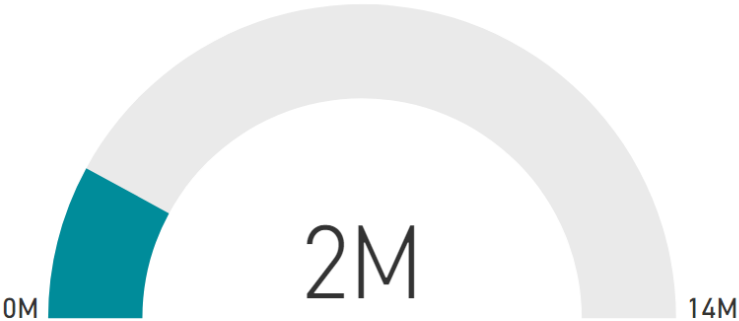
## EXPENSES

Select Revenue or Expense

☒ EXPENSES

☐ REVENUES

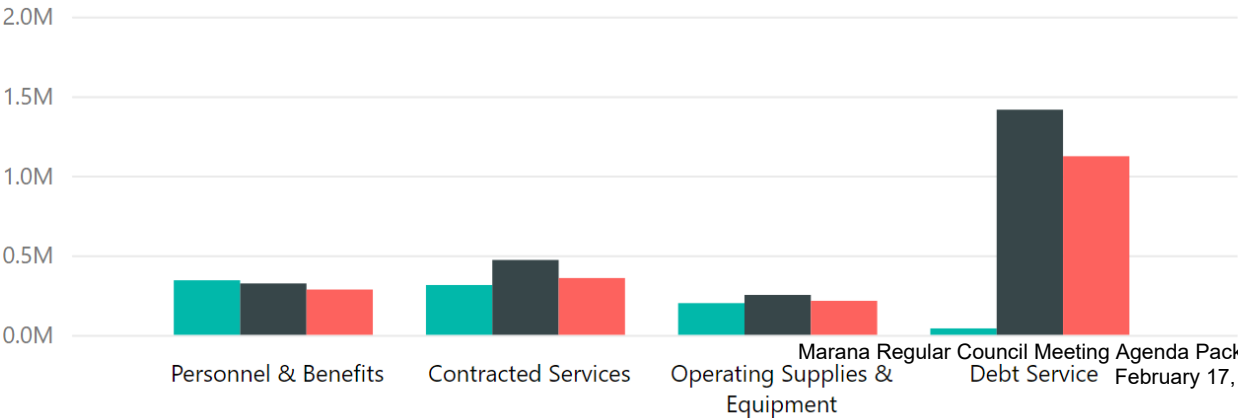
| Category                       | FY 2026 Budget | Actual    | % Budget |
|--------------------------------|----------------|-----------|----------|
| Personnel & Benefits           | 872,834        | 284,634   | 33%      |
| Contracted Services            | 1,989,729      | 356,884   | 18%      |
| Operating Supplies & Equipment | 598,172        | 213,703   | 36%      |
| Capital Outlay                 | 253,000        | 190,929   | 75%      |
| Debt Service                   | 2,500,932      | 1,122,254 | 45%      |
| Other Financing Uses           | 7,466,378      |           |          |
| Total                          | 13,681,045     | 2,168,404 | 16%      |



### Water Reclamation Fund Relevant Information

Overall, second quarter expenses for the Water Reclamation Operating Fund are below budget expectations. Contracted Services expenses are down from last year due to a one-time service of equipment required in fiscal year 2025. However, expenses are expected to increase throughout the year. Debt Service is related to annual WIFA loan and bond payments. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is for end of the year transfers for capital improvement projects.

Year 2024 2025 2026



| Category                       | 2024    | 2025      | 2026      |
|--------------------------------|---------|-----------|-----------|
| Personnel & Benefits           | 342,852 | 322,963   | 284,634   |
| Contracted Services            | 311,101 | 470,529   | 356,884   |
| Operating Supplies & Equipment | 199,207 | 250,701   | 213,703   |
| Capital Outlay                 |         |           | 190,929   |
| Debt Service                   | 40,329  | 1,414,741 | 1,122,254 |
| Total                          | 893,489 | 2,458,934 | 2,168,404 |

# FY 2025-2026 SECOND QUARTER: AIRPORT OPERATING FUND

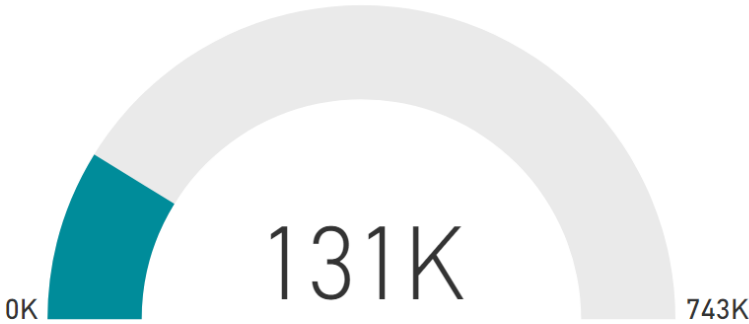
## REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

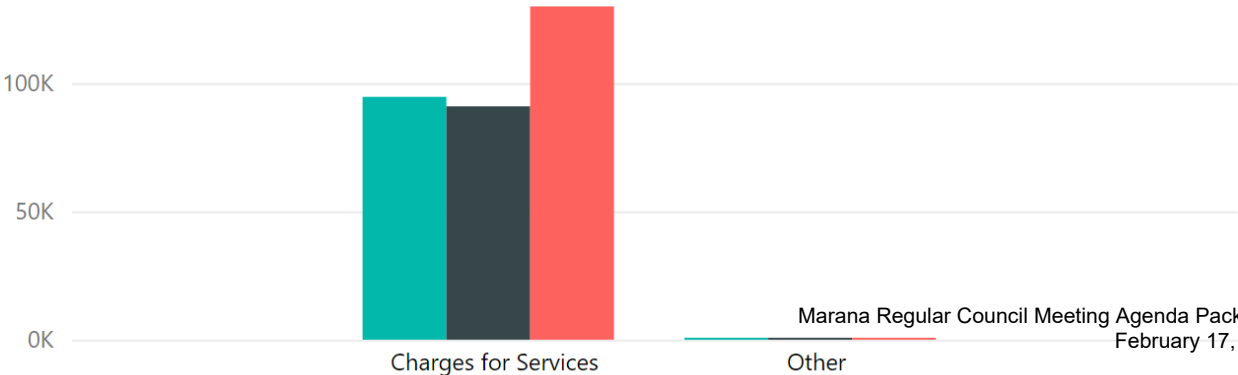
| Category                  | FY 2026 Budget | Actual  | % Budget |
|---------------------------|----------------|---------|----------|
| Licenses, Fees, & Permits | 0              | 100     | 0%       |
| Charges for Services      | 406,836        | 129,908 | 32%      |
| Other                     | 336,648        | 740     | 0%       |
| Total                     | 743,484        | 130,748 | 18%      |



### Airport Fund Relevant Information

Overall, second quarter revenue collections for the Airport Fund are in line with expectations. Charges for Services are greater than last year due to additional lease agreement revenues. Other revenue is primarily comprised of miscellaneous revenues and transfers between funds scheduled to be completed as the Town reconciles and closes the books at the end of the fiscal year.

Year 2024 2025 2026



| Category                  | 2024   | 2025   | 2026    |
|---------------------------|--------|--------|---------|
| Licenses, Fees, & Permits |        | 100    | 100     |
| Charges for Services      | 94,657 | 90,963 | 129,908 |
| Other                     | 240    | 445    | 740     |
| Total                     | 94,897 | 91,508 | 130,748 |

# FY 2025-2026 SECOND QUARTER: AIRPORT OPERATING FUND

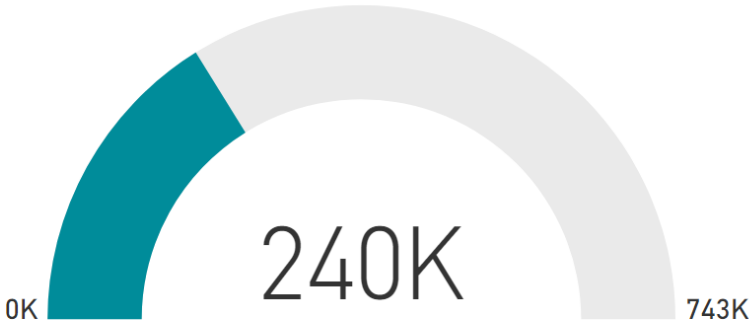
## EXPENSES

Select Revenue or Expense

☒ EXPENSES

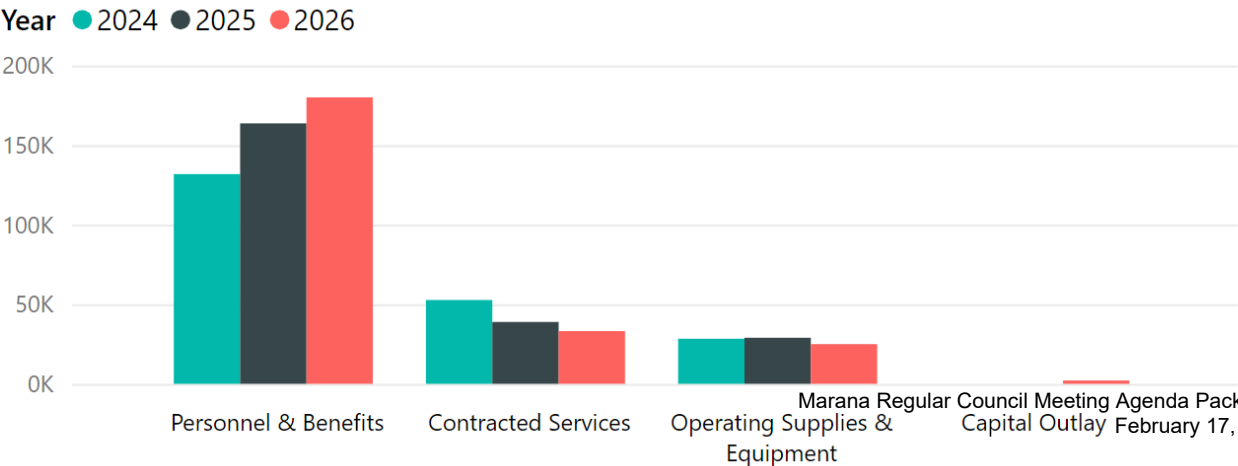
☐ REVENUES

| Category                       | FY 2026 Budget | Actual  | % Budget |
|--------------------------------|----------------|---------|----------|
| Personnel & Benefits           | 421,394        | 179,990 | 43%      |
| Contracted Services            | 196,950        | 33,143  | 17%      |
| Operating Supplies & Equipment | 70,140         | 24,937  | 36%      |
| Capital Outlay                 | 55,000         | 2,082   | 4%       |
| Total                          | 743,484        | 240,152 | 32%      |



### Airport Fund Relevant Information

Overall, expenses for the Airport Fund meet expectations through the second quarter of FY2026. Contracted Services is primarily related to general maintenance and is less than anticipated to date but budget is available for potential future needs. Costs related to CIP projects are captured in other funds.



| Category                       | 2024    | 2025    | 2026    |
|--------------------------------|---------|---------|---------|
| Personnel & Benefits           | 131,790 | 163,661 | 179,990 |
| Contracted Services            | 52,665  | 38,873  | 33,143  |
| Operating Supplies & Equipment | 28,326  | 28,942  | 24,937  |
| Capital Outlay                 |         |         | 2,082   |
| Total                          | 212,781 | 231,476 | 240,152 |



## **Council-Regular Meeting**

C1

**Meeting Date:** 02/17/2026

**To:** Mayor and Council

**From:** David L. Udall, Deputy Town Attorney

**Date:** February 17, 2026

### **Strategic Plan Focus Area:**

Proactive Public Services

**Subject:** Resolution No. 2026-013: Relating to Elections; approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Elections Department, for election services (David Udall)

---

### **Discussion:**

The Town of Marana has historically contracted with Pima County for election services for the Town's primary, general, and special elections. The proposed IGA will continue that relationship, with a term expiring on December 31, 2029. As part of the agreement, the Elections Department will provide the Town with, among other things, the following:

- Election services as requested by the Town Clerk at the applicable cost referenced in the IGA;
- Final ballot formats, including Spanish language translations;
- An electronic copy of the canvass; and
- Election services related to automatic recounts, if and as required by state law.

### **Financial Impact:**

Town Staff includes budget appropriation in the Town Clerk's budget for the purpose of covering election costs, including costs related to this agreement.

### **Staff Recommendation:**

Staff recommends approval of the election services IGA.

**Suggested Motion:**

I move to adopt Resolution No. 2026-013, approving and authorizing the Mayor to sign an intergovernmental agreement between the Town of Marana and Pima County, on behalf of the Pima County Elections Department, for election services.

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**Attachments**

Resolution No. 2026-013

Exhibit A to Resolution No. 2026-013

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## **MARANA RESOLUTION NO. 2026-013**

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RELATING TO ELECTIONS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY, ON BEHALF OF THE PIMA COUNTY ELECTIONS DEPARTMENT, FOR ELECTION SERVICES

WHEREAS Pima County has a comprehensive voting system and certified election officials; and

WHEREAS the Town seeks Pima County's assistance in preparing for and conducting the Town's primary, general, and special elections; and

WHEREAS Pima County, through its Elections Department, is willing to provide election services to the Town based on the terms set forth in the intergovernmental agreement for election services, which is the subject of this resolution; 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, that the Intergovernmental Agreement for Election Services Among the Town of Marana and Pima County, 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 17th day of February, 2026.

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Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

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Jill McCleary, Town Clerk

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Jane Fairall, Town Attorney

# INTERGOVERNMENTAL AGREEMENT

## For Election Services

Among the Town of Marana and Pima County

This Intergovernmental Agreement (IGA) is by and among TOWN OF MARANA OF PIMA COUNTY, ARIZONA, a municipal subdivision of the State of Arizona (“the Town”) and PIMA COUNTY, a political subdivision of the State of Arizona (“the County”), on behalf of the PIMA COUNTY ELECTIONS DEPARTMENT (the “Elections Department”).

WHEREAS, the County of Pima has a comprehensive voting system and certified elections officials; and

WHEREAS, the Town of Marana, an Arizona political subdivision pursuant to A.R.S. § 9-231 (A), seeks Pima County’s assistance in the preparation and conduct of the Town’s primary elections, general elections and special elections;

NOW, THEREFORE, IT IS AGREED by and between the County, on behalf of its Elections Department, and the Town, pursuant to A.R.S. §§ 16-205(C), 16-172, 16-405 *et seq.*, 16-450, 11-251(3), and 11-951, *et seq.*, as follows:

1. **Purpose.** The purpose of this IGA is to provide election services to the Town for the Town’s primary elections, general elections and special elections.
2. **County Obligations.** County shall:
  - A. Provide election services at the applicable cost set forth in Pima County Fee Ordinance 2025-26, which is attached hereto as Exhibit A, or subsequent ordinance amending the Pima County Elections Department Fee Schedule (the “Fee Schedule”). The Elections Department shall provide notice to the Town of any amendment(s) to the Fee Schedule as soon as practicable after such amendment(s) are adopted by the County’s Board of Supervisors, but in no event shall such notice be provided later than 30 days after adoption.
  - B. Provide final ballot formats to the Town, including Spanish language translations, no later than 55 days prior to each election. Upon written notice of a need for a change to the ballot format approved by the Town, the Elections Department shall, if possible, arrange for the corrections to be made by the vendor. The Elections Department will inform the Town of any additional charges incurred.
  - C. Prepare and deliver an electronic copy of the canvass to the Town according to the statutory deadlines outlined in A.R.S. § 16-642. An example of the canvass formatting is attached hereto as Exhibit B.
  - D. Prepare and deliver an invoice to the Town from the Elections Department for election costs pursuant to this IGA, within forty-five (45) days after the date of each election. The invoice will be based on the level of service.
  - E. Assure that all polling locations (if used) comply with the Americans with Disabilities Act by using the ADA Checklist for Polling Places (2016) published by the U.S. Department of Justice.

- F. If an automatic recount is required pursuant to A.R.S. § 16-661 for a Town race and no other races within the County are subject to a recount, the County shall:
1. Post the notice for logic and accuracy testing no later than 24 hours after the Town's official canvass but agrees to work in good faith with the Town to attempt to post the logic and accuracy notice prior to the canvass to arrange for testing to begin promptly after the canvass.
  2. Begin tabulation of the recounted race(s) immediately following the successful passage of the logic and accuracy test of the electronic voting systems and must tabulate each business day until the recount is completed unless an equipment or system malfunction prevents tabulation. If the Town requests, and/or the County desires, to work on a weekend or holiday to complete the recount, it will require written approval from both Parties and a clear statement of additional costs that may be incurred prior to the County working on weekends or legal holidays.
  3. When tabulation begins, provide daily reports to the Town Clerk about the general progress of the recount and estimated time for completion of tabulation and required reports.
  4. Immediately notify the Town of any concerns or issues that arise with the recount.
  5. Provide the sealed recount results to the Town Clerk no later than 10 calendar days after the Town's official canvass.
- G. If an automatic recount is required pursuant to A.R.S. § 16-661 for other races within the County, as well as a Town race, the County shall coordinate with the Town on jointly filing a recount petition with the court to conduct the recount in accordance with state law and the State Elections Procedures Manual.

3. **Town Obligations.** The Town shall:

- A. Make arrangements with the County for any necessary language translations as required by Section 203 of the Voting Rights Act.
- B. Provide the County Elections Department with the final certified copy of any ballot issue for a Town election at least 120 days prior to the election, unless a different timeframe is otherwise mutually agreed upon. The final certified copy of the ballot issue will be provided in an electronic format (Microsoft Word).
- C. Review and provide signed approval of the camera-ready ballot formats provided by the Elections Department no more than two (2) business days after receipt. The Town must notify the Elections Department, in writing, of any required changes after the ballot format has been approved.
- D. Be responsible for the preparation and distribution of publicity pamphlets, including, but not limited to, any requisite translation, printing and mailing.
- E. Pay any and all charges for printing of publicity pamphlet by commercial means directly to the commercial vendor providing such services.
- F. Arrange for and publish any and all notices of each election as required by law.
- G. Prepare and timely submit any reports required under A.R.S. § 16-409(B).

- H. Should the election be challenged or questioned for any reason whatsoever, the Town shall be responsible for defense. This duty shall survive the expiration of the IGA, provided that County shall cooperate with Town in making relevant information and witnesses available upon reasonable request.
  - I. Within thirty (30) days of date of the invoice, Town shall reimburse County, in full, for invoiced costs of election at the rates set forth in Exhibit A.
  - J. The Town will, within thirty (30) days of the date of the invoice, pay the Elections Department the actual costs for any changes to ballots incurred by the Elections Department.
  - K. Any amount invoiced by the County that is not paid thirty (30) days from the date of the invoice shall accrue interest at the rate of ten percent (10%) per annum until paid. The Town expressly acknowledges and agrees that the payments required to be made hereunder constitute valid, binding obligations and authorized debt of the Town.
  - L. If an automatic recount is required pursuant to A.R.S. § 16-661 for a Town race and no other races within the County are subject to a recount, the Town shall:
    - 1. Notify the County if a recount is required within 48 hours of receiving the final unofficial election results from the County.
    - 2. Notify the County when the Town's canvass is scheduled and completed.
    - 3. Notify the County of the scheduled court date for recount hearing and promptly provide the court order for recount to the County for the County to begin tabulation and reporting.
    - 4. Pay for the cost of the Town's recount unless waived by the County in writing.
  - M. If an automatic recount is required pursuant to A.R.S. § 16-661 for other races within the County, as well as a Town race, the Town shall coordinate with the County on jointly filing a recount petition with the court to conduct the recount in accordance with state law and the State Elections Procedures Manual.
4. **Term.** This IGA must be approved and signed by both parties. This IGA shall terminate on December 31, 2029 . Any modification or time extension of this IGA shall be by formal written amendment and executed by the parties hereto.
6. **Hold Harmless Clause.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnatee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.
7. **Compliance with Applicable Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties,

the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules and regulations during the terms of this IGA shall apply but do not require an amendment.

8. **Non-Discrimination.** Neither party will discriminate against the other party's employee, client or any other individual in any way involved with, the other party, because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this IGA. Both parties agree to comply with the provisions of A.R.S. § 41-1463 and of Executive Order 75-5, as amended by Executive Order 2009-09, which are incorporated into this IGA by reference, as is set forth in full herein.
9. **Americans With Disabilities Act.** This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.
10. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
11. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
12. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the County Board of Supervisors or Town does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County or Town shall have no further obligation other than for payment for services rendered prior to cancellation.
13. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, declares that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
14. **Worker's Compensation.** Each party shall comply with the notice requirement of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility of the payment of Worker's Compensation benefits or other fringe benefits of said employees.
15. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between the Town and any County employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other party, including (without limitation) any other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to, or rights in, third parties not parties to this IGA, or to affect the legal liability of

any party to the IGA by imposing any standard of care different from the standard of care imposed by law.

17. **Resolution of Conflicting Needs.** In the event conflict arises between the County and the Town over the use of voting equipment, vote tallying equipment, or County elections personnel, County shall have priority, but shall make reasonable efforts to reconcile conflicts so that neither party will suffer as a consequence of conflict.
18. **Notice.** Any notice required pursuant to this IGA shall be given to:

**County:**

Jan Leshner  
County Administrator  
130 W. Congress St., 10<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone: (520) 724-8661  
Fax: (520) 724-8171

Constance L. Hargrove  
Elections Director  
6550 S. Country Club  
Tucson, AZ 85756  
Phone: (520) 724-6830  
Fax: (520) 724-6870

Melissa Manriquez  
Clerk of the Board of Supervisors  
130 W. Congress St., 5<sup>th</sup> Floor  
Tucson, AZ 85701  
Phone: (520) 724-8449  
Fax: (520) 222-0448

**Town:**

Jill McCleary  
Town Clerk, Town of Marana  
11555 W Civic Center Drive  
Marana, AZ 85653  
Phone: (520) 382-1961  
Fax: (520) 382-1901

19. **Termination.** Either party may terminate this IGA at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this IGA, shall be returned to the furnishing party. Any funds of Town paid to County in accordance with this IGA and not encumbered at the time of termination shall be refunded to Town and, if Town terminates, Town shall pay any and all costs of County incurred up to the date of termination or as a result of termination.
20. **Immigration.** A.R.S. § 41-4401 prohibits government entities from entering into an agreement with any other government entity contractor or subcontractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each party agrees that:
  1. Party and each subcontractor it uses warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
  3. Each Party retains the legal right to inspect the papers of the Party or subcontractor employee(s) who work(s) on this Agreement to ensure that Party or subcontractor is complying with the warranty under paragraph 1.
21. **Insurance.** Each party will obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:
- Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
- Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
- If required by law, workers' compensation coverage including employees' liability coverage.
- Each party will provide thirty (30) days written notice to the other party of cancellation, non-renewal or material change of coverage.
- The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimum coverage levels set forth in this article.
22. **Entire IGA.** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**PIMA COUNTY:**

**TOWN OF MARANA:**

\_\_\_\_\_  
Chair, Board of Supervisors                      Date

\_\_\_\_\_  
Town of Marana                                      Date

ATTEST:

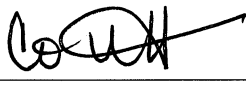
ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors              Date

\_\_\_\_\_  
Town of Marana                                      Date

IGA Marana 2026 - 2029

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Elections Director

2/5/26  
\_\_\_\_\_  
Date

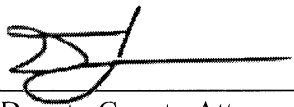
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Town of Marana

\_\_\_\_\_  
Date

The foregoing Intergovernmental Agreement between the Town of Marana and Pima County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

  
\_\_\_\_\_  
Deputy County Attorney

02/02/2026  
\_\_\_\_\_  
Date

TOWN OF MARANA:

\_\_\_\_\_  
Town of Marana Attorney

\_\_\_\_\_  
Date

# **Exhibit A**

## **PIMA COUNTY FEE SCHEDULE**

### **Election Fees**

The following fees reflect the difference in costs for conducting a vote-by-mail election versus a polling place election.

#### **FEES BY TYPE OF ELECTION**

|                                                                   |                                                    |
|-------------------------------------------------------------------|----------------------------------------------------|
| Special, Consolidated & Non-Consolidated Vote-By-Mail Elections:  | \$2.50 per registered voter                        |
| Special, Consolidated & Non-Consolidated Polling Place Elections: | \$5.00 per registered voter                        |
| Elections consolidated with State or Federal Elections:           | \$1.50 per registered voter                        |
| Non Governmental Elections                                        | \$2,500 per Election                               |
| Recounts                                                          | \$2,000 per day, plus the actual cost of overtime. |

### **Other Service Fees**

|                                                    |                                     |
|----------------------------------------------------|-------------------------------------|
| Maps                                               | Actual Cost                         |
| Copies                                             | \$.50 per page                      |
| Research Fee – Information more than two years old | \$25.00 per hour (minimum one hour) |
| Election Results – Digital only                    | \$15.00 per CD                      |
| Argument Submission Fee                            | \$25.00 per submission              |

## **Exhibit B**

### **LIST OF CANVASS CONTENTS**

The following information will be provided through the various documents and reports compiled in the canvass. Other information may be included when available and relevant.

#### **Voter registration totals**

- Broken down by active and inactive voters
- Breakouts provided for precincts in participating jurisdictions
- For schools, voter registration will be broken out by districts

#### **Vote summaries and totals by precinct**

- The number of ballots cast for each contest by precinct and jurisdiction (City, town, school district, etc.)
- The titles of the offices voted for and the names of the persons voted for to fill each office, including party designations where applicable
- The number of votes received by each candidate by precinct and jurisdiction
- The titles of each initiated or referred measures voted on
- The number of votes for/against proposed measures by precinct and jurisdiction

#### **Ballot information**

- Write-in candidate information
- Proposition text, if applicable

#### **Ballots processed information (election-wide numbers will be provided; by-jurisdiction breakouts are unavailable)**

- Ballots processed information from the Recorder's Office
  - Total early/mail ballots sent
  - Total early/mail ballots returned
  - Total early/mail ballots rejected; rejection totals and reasons by precinct
- Ballots processed information from the Elections Department
  - Total ballots counted
  - Total ballots requiring duplication; total by reason for duplications
  - Total ballots requiring adjudication; total by reason for adjudications
  - Total provisional and conditional ballots processed

#### **Certifications**

- Equipment, software, firmware, and hash code certification statement
- Hash code validation certification of completion
- Pima County Accuracy Certification Board
- Logic and Accuracy Testing certifications
  - In-house
  - Political party
  - Secretary of State (if applicable)
  - Post-election

The following canvass is a sample for reference purposes only. Some pages have been removed from multi-page reports to condense the sample for this exhibit.



# Official Canvass

City of Tucson  
Consolidated General Election  
November 4, 2025

Pima County Elections  
6550 S. Country Club Road  
Tucson, AZ 85756



**CERTIFICATION OF OFFICIAL RETURNS**  
**2025 Consolidated Election – Pima County, Arizona**

Pursuant to the provisions of the Arizona Revised Statutes, Title 16, and in accordance with the Arizona Constitution, Article 7, as well as Arizona Revised Statutes Titles 9 and 16, I hereby certify that the attached tabulation constitutes a full, true, and correct copy of the official returns of the **2025 Consolidated Election**, conducted in and for Pima County, Arizona, on **November 4, 2025**.

The tabulation concluded on **November 7, 2025**, at **5:42 PM**.

This tabulation includes all ballots cast in the election, encompassing all-mail and early in-person voting.

Signature of Certifying Official

11/10/2025

Date

**Constance L. Hargrove**  
**Elections Director**  
**Pima County Elections Department**

Constance L. Hargrove, Director

# Voter Registration Information



## CITY OF TUCSON

### Registered Voters by Party

|          | DEM     | REP    | LBT   | NOL   | GRN | OTH     | TOTAL   |
|----------|---------|--------|-------|-------|-----|---------|---------|
| Active   | 127,882 | 66,291 | 2,206 | 2,925 | 744 | 106,962 | 307,010 |
| Inactive | 9,321   | 4,337  | 276   | 105   | 60  | 11,513  | 25,612  |

## CITY OF TUCSON

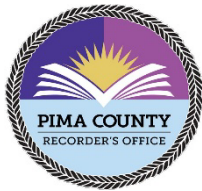
### Registered Voter Totals by Precinct

| PRECINCT | DEM   | REP   | LBT | NOL | GRN | OTH   | TOTAL |
|----------|-------|-------|-----|-----|-----|-------|-------|
| 009      | 1,071 | 805   | 20  | 23  | 9   | 888   | 2,816 |
| 011      | 0     | 2     | 0   | 0   | 0   | 0     | 2     |
| 016      | 1,186 | 430   | 17  | 11  | 3   | 667   | 2,314 |
| 017      | 1,083 | 258   | 13  | 21  | 15  | 677   | 2,067 |
| 018      | 1,357 | 278   | 17  | 22  | 5   | 832   | 2,511 |
| 019      | 97    | 154   | 3   | 4   | 1   | 163   | 422   |
| 020      | 1,642 | 522   | 26  | 41  | 9   | 1,350 | 3,590 |
| 022      | 1,482 | 592   | 14  | 32  | 3   | 1,436 | 3,559 |
| 025      | 1,489 | 357   | 17  | 24  | 5   | 1,054 | 2,946 |
| 026      | 1,526 | 396   | 13  | 26  | 6   | 1,111 | 3,078 |
| 028      | 903   | 226   | 12  | 13  | 5   | 616   | 1,775 |
| 032      | 236   | 163   | 3   | 7   | 3   | 261   | 673   |
| 033      | 1,057 | 484   | 14  | 35  | 5   | 873   | 2,468 |
| 034      | 552   | 383   | 8   | 16  | 4   | 614   | 1,577 |
| 036      | 1,661 | 951   | 35  | 50  | 16  | 1,915 | 4,628 |
| 037      | 717   | 199   | 10  | 18  | 3   | 533   | 1,480 |
| 038      | 916   | 495   | 17  | 20  | 4   | 854   | 2,306 |
| 039      | 996   | 1,274 | 24  | 27  | 3   | 1,119 | 3,443 |
| 042      | 1,989 | 511   | 32  | 31  | 19  | 1,515 | 4,097 |
| 043      | 795   | 242   | 5   | 15  | 3   | 614   | 1,674 |
| 044      | 1,174 | 234   | 14  | 25  | 9   | 767   | 2,223 |
| 045      | 1,228 | 197   | 11  | 16  | 14  | 617   | 2,083 |
| 047      | 850   | 209   | 5   | 14  | 3   | 637   | 1,718 |
| 048      | 581   | 279   | 7   | 22  | 3   | 582   | 1,474 |
| 049      | 502   | 650   | 18  | 24  | 2   | 678   | 1,874 |

# Ballots Processed Information

SAMPLE

Note: Reports include the total number of ballots processed for all participating jurisdictions.



# 2025 CONSOLIDATED ELECTIONS

## November 4, 2025

### Canvass Information

Our office contributes Voter Registration and Early Voting data to the official election record called the Canvass Report. The Election Department is in charge of adding our data to their tabulation and audit data, and submitting it to the Pima County Board of Supervisors for approval and then on to the AZ Secretary of State. Once final, the Canvass Report is available to the public on the Elections Department Website.

#### All by Mail Ballots Processed

|                                               |                 |
|-----------------------------------------------|-----------------|
| <b>Total Original Ballots Sent</b>            | <b>380,102</b>  |
| <b>Total Early Ballots Returned</b>           | <b>125,582</b>  |
| <b>Total Ballots Returned Unvoted *</b>       | <b>(10,794)</b> |
| <b>Total Curable Ballots Rejected **</b>      | <b>(211)</b>    |
| <b>Ballots Redlined before Tabulation ***</b> | <b>7</b>        |
| <b>Unresolved Redlines</b>                    | <b>(6)</b>      |
| <b>Turned over for tabulation</b>             | <b>114,571</b>  |

**\* Ballots Returned Unvoted:** Ballots returned as Undeliverable or with notation that the voter is deceased. These ballots are retained by the Recorder's Office for Voter Registration Roll maintenance purposes.

**\*\* Curable Ballots Rejected:** Only represents ballots that were eligible to be signature verified but could not confirm voter's signature.

**\*\*\* Redline:** The Early Election Board rejected the Ballot Affidavit for containing something other than a 2025 CONSOLIDATED ELECTIONS ballot and were removed from the turnover receipt. Voters were informed by the Recorder's Office.

## Ballot Curing Outcome Summary

| <b>Reason</b>                 | <b>BALLOT<br/>ACCEPTED</b> | <b>BALLOT<br/>REJECTED</b> | <b>BALLOT<br/>UNRESOLVED</b> | <b>BALLOT<br/>UNVOTED</b> | <b>REPLACEMENT<br/>BALLOT ISSUED</b> | <b>Total</b>  |
|-------------------------------|----------------------------|----------------------------|------------------------------|---------------------------|--------------------------------------|---------------|
| DAMAGED                       | 12                         | 1                          |                              |                           |                                      | <b>13</b>     |
| EMPTY AFFIDAVIT               | 4                          | 4                          |                              |                           | 3                                    | <b>11</b>     |
| HOUSEHOLD MIX-UP              | 8                          | 4                          |                              |                           | 3                                    | <b>15</b>     |
| NO SIGNATURE                  | 85                         | 53                         |                              |                           | 39                                   | <b>177</b>    |
| NOT ELIGIBLE                  |                            | 11                         |                              |                           |                                      | <b>11</b>     |
| SIGNED BY POA                 | 1                          | 1                          |                              |                           |                                      | <b>2</b>      |
| UNABLE TO VERIFY<br>SIGNATURE | 387                        | 134                        | 1                            |                           | 8                                    | <b>530</b>    |
| UNDELIVERABLE                 | 254                        |                            |                              | 10,811                    | 313                                  | <b>11,378</b> |
| VOTED TWICE                   | 6                          |                            |                              |                           |                                      | <b>6</b>      |
| VOTER DECEASED                |                            |                            |                              | 2                         |                                      | <b>2</b>      |
| VOTER MOVED                   | 3                          |                            |                              | 2                         |                                      | <b>5</b>      |
| WRONG ELECTION                | 11                         | 2                          |                              |                           |                                      | <b>13</b>     |
| <b>Total</b>                  | <b>771</b>                 | <b>210</b>                 | <b>1</b>                     | <b>10,815</b>             | <b>366</b>                           | <b>12,163</b> |

### Ballot Curing Outcome By Precinct

| PRECINCT: 9                |  | BALLOT<br>ACCEPTED | BALLOT<br>REJECTED | BALLOT<br>UNRESOLVED | BALLOT<br>UNVOTED | REPLACEMENT<br>BALLOT<br>ISSUED | Total     |
|----------------------------|--|--------------------|--------------------|----------------------|-------------------|---------------------------------|-----------|
| HOUSEHOLD MIX-UP           |  | 0                  | 0                  | 0                    | 0                 | 1                               | 1         |
| UNABLE TO VERIFY SIGNATURE |  | 5                  | 1                  | 0                    | 0                 | 0                               | 6         |
| UNDELIVERABLE              |  | 4                  | 0                  | 0                    | 81                | 3                               | 88        |
| <b>Precinct Total:</b>     |  | <b>9</b>           | <b>1</b>           | <b>0</b>             | <b>81</b>         | <b>4</b>                        | <b>95</b> |

| PRECINCT: 16               |  | BALLOT<br>ACCEPTED | BALLOT<br>REJECTED | BALLOT<br>UNRESOLVED | BALLOT<br>UNVOTED | REPLACEMENT<br>BALLOT<br>ISSUED | Total     |
|----------------------------|--|--------------------|--------------------|----------------------|-------------------|---------------------------------|-----------|
| UNABLE TO VERIFY SIGNATURE |  | 4                  | 2                  | 0                    | 0                 | 0                               | 6         |
| UNDELIVERABLE              |  | 2                  | 0                  | 0                    | 68                | 1                               | 71        |
| VOTER DECEASED             |  | 0                  | 0                  | 0                    | 1                 | 0                               | 1         |
| <b>Precinct Total:</b>     |  | <b>6</b>           | <b>2</b>           | <b>0</b>             | <b>69</b>         | <b>1</b>                        | <b>78</b> |

| PRECINCT: 17               |  | BALLOT<br>ACCEPTED | BALLOT<br>REJECTED | BALLOT<br>UNRESOLVED | BALLOT<br>UNVOTED | REPLACEMENT<br>BALLOT<br>ISSUED | Total     |
|----------------------------|--|--------------------|--------------------|----------------------|-------------------|---------------------------------|-----------|
| NO SIGNATURE               |  | 1                  | 1                  | 0                    | 0                 | 0                               | 2         |
| UNABLE TO VERIFY SIGNATURE |  | 2                  | 1                  | 0                    | 0                 | 0                               | 3         |
| UNDELIVERABLE              |  | 1                  | 0                  | 0                    | 83                | 6                               | 90        |
| WRONG ELECTION             |  | 1                  | 1                  | 0                    | 0                 | 0                               | 2         |
| <b>Precinct Total:</b>     |  | <b>5</b>           | <b>3</b>           | <b>0</b>             | <b>83</b>         | <b>6</b>                        | <b>97</b> |

**All Mail Ballots Processed Report  
Consolidated Election 2025  
November 4, 2025**

| <b>Ballots Processed</b>                         | <b>Totals</b>  |
|--------------------------------------------------|----------------|
| Ballots Processed                                | 114,571        |
| Ballots Counted                                  | 114,569        |
| Rejected                                         | 2              |
| <b>Provisional Ballots Processed</b>             | <b>Totals</b>  |
| Ballots Received                                 | 0              |
| Verified                                         | 0              |
| Verified Ballots Counted                         | 0              |
| Ballots Unverified and Uncounted                 | 0              |
| Rejected                                         | 0              |
| Verified with no ballot in Provisional Envelope  | 0              |
| <b>Conditional Provisional Ballots Processed</b> | <b>Totals</b>  |
| Ballots Received                                 | 0              |
| Ballots Verified and Counted                     | 0              |
| Ballots Unverified and Uncounted                 | 0              |
| Rejected                                         | 0              |
| Verified with no ballot in Provisional Envelope  | 0              |
| <b>Total Ballots Counted</b>                     | <b>114,569</b> |

**Adjudication & Duplication Report  
Consolidated Election 2025  
November 4, 2025**

| <b>Duplication Information</b>    | <b>Totals</b> |
|-----------------------------------|---------------|
| Total Duplicated Ballots          | 624           |
| <b>Reasons for Duplication</b>    |               |
| Military/Faxed                    | 28            |
| Timing Mark                       | 333           |
| Torn/Damaged                      | 244           |
| Large Print                       | 15            |
| Braille                           | 1             |
| Other                             | 3             |
| <b>Adjudication Information</b>   | <b>Totals</b> |
| Total Adjudicated                 | 515           |
| Approved with No Changes          | 188           |
| Approved with Changes             | 327           |
| <b>Reasons for Adjudication</b>   |               |
| Blank Ballot                      | 83            |
| Blank Ballot, Unclear Mark        | 12            |
| Overvote                          | 188           |
| Unclear Mark                      | 45            |
| Unclear Mark, Overvote            | 2             |
| Unclear Mark, Undervote           | 99            |
| Unclear Mark, Undervote, Overvote | 1             |
| Undervote, Overvote               | 85            |

# Certification Information



September 26, 2025

The Honorable Adrian Fontes  
Secretary of State  
State Capitol – West Wing  
1700 W. Washington St.  
Phoenix, AZ 85007

Dear Secretary Fontes,

Pursuant to A.R.S. § 16-445, the Pima County Department of Elections is filing a backup of the EMS Software and Database that is going to be used on the 2025 Consolidated General Election.

If you have any questions, feel free to contact me at (520) 724-6830.

Sincerely,

A handwritten signature in black ink, appearing to read "Constance L. Hargrove". The signature is stylized with a large loop at the beginning and a long horizontal stroke extending to the right.

Constance L. Hargrove, Director  
Pima County Department of Elections

## ADDITIONAL REPORTING FORMS

### Equipment, Software, Firmware, and Hash Code Certification Statement

I, Constance L. Hargrove certify by affixing my signature to this document that all election equipment and firmware, as well as all election management system software to be used in the 2025 Consolidated General Election to be held on November 4, 2025 IN Pima County has been certified for use by the Arizona Secretary of State and that I have compared the hash code on file with the National Institute of Science and Technology (NIST) or the Arizona Secretary of State's Office to the hash code of the election management system software to be used in this election and certify that the numbers are identical. The following is a list of the equipment, firmware, and election management system software to be used in the aforementioned election:

#### **VOTING UNITS**

| Manufacturer                           | Model                          | Firmware Version |
|----------------------------------------|--------------------------------|------------------|
| <u>Election Systems &amp; Software</u> | <u>ExpressVote Version 1.0</u> | <u>4.2.1.0</u>   |
| <u>Election Systems &amp; Software</u> | <u>ExpressVote Version 2.0</u> | <u>4.2.1.0</u>   |
| <u> </u>                               | <u> </u>                       | <u> </u>         |
| <u> </u>                               | <u> </u>                       | <u> </u>         |

#### **CENTRAL COUNT UNITS**

| Manufacturer                           | Model                     | Firmware Version |
|----------------------------------------|---------------------------|------------------|
| <u>Election Systems &amp; Software</u> | <u>DS 850 Version 1.0</u> | <u>4.2.0.0</u>   |
| <u> </u>                               | <u> </u>                  | <u> </u>         |
| <u> </u>                               | <u> </u>                  | <u> </u>         |

#### **ELECTION MANAGEMENT SOFTWARE**

| Manufacturer                           | Product Name                     | Version        |
|----------------------------------------|----------------------------------|----------------|
| <u>Election Systems &amp; Software</u> | <u>ElectionWare (EMS System)</u> | <u>6.3.0.0</u> |
| <u> </u>                               | <u> </u>                         | <u> </u>       |
| <u> </u>                               | <u> </u>                         | <u> </u>       |



Officer in Charge of Elections Signature

10/1/25  
Date



## Certification of Completion

### In-House Logic & Accuracy Test

We the undersigned do hereby certify that a test was held for the

November 4, 2025 Consolidated Election

on the

30 day of September, 2025 at 1:40 p.m.  
(day) (Month) (Year) (Time)

and that the EMS System's summary reports  
match printouts and the predetermined results.

Member's Signature

Member's Signature

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Member's Signature



## Certification of Completion

### Political Party Logic & Accuracy Test

We the undersigned do hereby certify that a test was held for the

November 4, 2025 Consolidated Election

on the

30 day of September, 2025 at 3:08 p.m.  
(day) (Month) (Year) (Time)

and that the EMS System's precinct and  
summary report match the printouts and the pre-audit reports.

Barbara Teelman

Member's Signature

Ann S. Hollis

Member's Signature

David M. Wistig

Member's Signature

Paula R.

Member's Signature



## Completion Certification Form by the Pima County Accuracy Certification Board

We, the undersigned members of the Accuracy Certification Board, having been duly appointed for the 2025 Consolidated Election held in the County of Pima, State of Arizona, on the 1<sup>st</sup> day of October, 2025 at 11:22 AM verify the

Logic and Accuracy Test ballots as required by A.R.S. § 16-449 for use on the accessible voting devices and systems, adopted pursuant to the Secretary of State's Procedures Manual, do hereby certify to the Secretary of State:

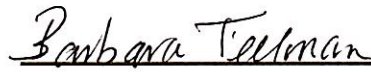
1. THAT the pre-audited group of ballots, prepared pursuant to A.R.S. § 16-449, have been used to ascertain that the equipment and programs, being used in this election, correctly counted the votes cast for all offices and measures;
2. THAT the pre-vote counting test results have been compared with the predetermined correct totals for each office and ballot measure;
3. THAT the cause of any discrepancy was found and corrected; and
4. THAT the Logic and Accuracy Test programs, the Logic and Accuracy test ballots, and the Logic and Accuracy test printed output which were certified as correct by the Accuracy Certification Board were delivered into the custody of the Elections Director or the Office of the Secretary of State.

**We declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.**

  
\_\_\_\_\_  
Member's Signature                      Date 10/1/25

  
\_\_\_\_\_  
Member's Signature                      Date 10-1-2025

  
\_\_\_\_\_  
Member's Signature                      Date 10/1/25

  
\_\_\_\_\_  
Member's Signature                      Date 10-1-2025

  
\_\_\_\_\_  
Member's Signature                      Date 10.1.25

  
\_\_\_\_\_  
Member's Signature                      Date 10-1-2025



## Certification of Completion

### ES&S Software Hash Validation

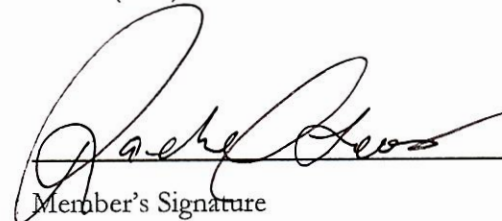
We the undersigned do hereby certify that a Hash Code verification was held for the

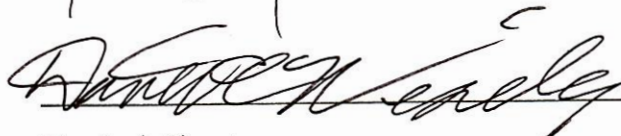
2025 Consolidated General Election

and we declare under penalty of perjury under the laws of the State of Arizona that  
the foregoing is true and correct, on the

1<sup>st</sup> day of October, 2025 at 2:47 pm  
(day) (Month) (Year) (Time)

  
\_\_\_\_\_  
Member's Signature

  
\_\_\_\_\_  
Member's Signature

  
\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Member's Signature



## Completion Form by the Pima County Accuracy Certification Board

We, the undersigned members of the Accuracy Certification Board, having been duly appointed for the 2025 consolidated Election held in the County of Pima, State of Arizona, on the 7<sup>th</sup> day of November, 2025 at 5:42pm verify the

**POST Logic and Accuracy Test** ballots as required by A.R.S. § 16-449 for use on the central count systems, adopted pursuant to the Secretary of State's Procedures Manual, do hereby certify to the Secretary of State:

1. THAT the pre-audited group of ballots, prepared pursuant to A.R.S. § 16-449, have been used to ascertain that the equipment and programs, being used in this election, correctly counted the votes cast for all offices and measures;
2. THAT the pre-vote counting test results have been compared with the predetermined correct totals for each office and ballot measure;
3. THAT the cause of any discrepancy was found and corrected; and
4. THAT the Logic and Accuracy Test programs, the Logic and Accuracy test ballots, and the Logic and Accuracy test printed output which were certified as correct by the Accuracy Certification Board were delivered into the custody of the Elections Director or the Office of the Secretary of State.

**We declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.**

Barbara Telles 11-7-25  
Member's Signature Date

Ann S. Hollis 7 Nov 2025  
Member's Signature Date

\_\_\_\_\_  
Member's Signature Date

[Signature] 11-7-25  
Member's Signature Date

[Signature] 11-7-25  
Member's Signature Date

[Signature] 11/7/25  
Member's Signature Date

# Ballot Replacement & Drop-off Sites

SAMPLE

| Ballot Replacement & Drop-Off Sites |                                                                                              |                                                                                                            |
|-------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| Sitios de reemplazo de boletas      |                                                                                              |                                                                                                            |
| Site<br>Sitio                       | Address<br>Dirección                                                                         | Dates/Times M-F only<br>Fechas/Horas Lun-Vie solamente                                                     |
| 1                                   | Recorder's Main Office                                                                       | 240 N Stone Ave                                                                                            |
| 2                                   | Recorder's Country Club Office                                                               | 6550 S Country Club Rd                                                                                     |
| 3                                   | Ward 2 Office                                                                                | 7820 E Broadway Blvd                                                                                       |
| 4                                   | Tucson City Clerks Election Center                                                           | 800 E. 12th St                                                                                             |
| 5                                   | Recorder's Eastside Office<br>(Drop-off only)                                                | 6920 E Broadway Blvd                                                                                       |
| 6                                   | Tucson City Housing & Community Development                                                  | 310 N. Commerce Park Loop                                                                                  |
| 7                                   | Morris K. Udall Regional Center                                                              | 7200 E. Tanque Verde Rd                                                                                    |
| 8                                   | Donna R. Liggins Recreation Center                                                           | 2160 N. 6th Ave                                                                                            |
| 9                                   | El Pueblo Senior Center                                                                      | 101 W. Irvington Rd                                                                                        |
| 10                                  | Tucson City Parks & Rec Admin – Randolph Park                                                | 900 S. Randolph Way                                                                                        |
| 11                                  | William Clements Recreation Center                                                           | 8155 E. Poinciana Dr                                                                                       |
| 12                                  | Sunnyside Unified School District #12                                                        | 2238 E. Ginter Rd                                                                                          |
| 13                                  | Pistor Middle School                                                                         | 5455 S. Cardinal Ave                                                                                       |
| 14                                  | Flowing Wells School District Administration                                                 | 1556 W. Prince Rd                                                                                          |
|                                     |                                                                                              |                                                                                                            |
| Ballot Drop Box Locations           |                                                                                              |                                                                                                            |
| Ubicaciones de Buzones de Votación  |                                                                                              |                                                                                                            |
| Site*<br>Sitio                      | Address<br>Dirección                                                                         | Dates and Times<br>Fechas y horarios                                                                       |
| Recorder's Main Office - Drive up   | Utility driveway between/<br>camino de servicios públicos entre<br>240 N Stone & 200 N Stone | Open 24 hours<br>8 am on 10/8 to 7 pm on 11/4<br>abierto 24 horas<br>8 am del 10/8 hasta las 7 pm del 11/4 |
| Recorder's Main Office - Walk up    | Courtyard facing/Patio frente a<br>240 N. Stone                                              |                                                                                                            |
| Recorder's Eastside Office          | 6920 E Broadway Blvd                                                                         |                                                                                                            |

\*Secured 24 hour Ballot Drop Box located outside

revised: 8/28/2025

| <b>BALLOT REPLACEMENT SITES</b> | <b>Total Issued</b> |
|---------------------------------|---------------------|
| COUNTRY CLUB                    | 54                  |
| DONNA R LIGGINS REC CENTER      | 173                 |
| DOWNTOWN                        | 263                 |
| EL PUEBLO SENIOR CENTER         | 122                 |
| FLOWING WELLS SD ADMIN          | 79                  |
| MORRIS K UDALL REGIONAL CENTER  | 232                 |
| PISTOR MIDDLE SCHOOL            | 44                  |
| SUNNYSIDE SCHOOL DISTRICT       | 26                  |
| TUC CITY PARKS AND REC RANDOLPH | 177                 |
| TUCSON CITY CLERK               | 53                  |
| TUCSON CITY COUNCIL WARD        | 207                 |
| TUCSON CITY HOUSING & COMM DEV  | 38                  |
| WILLIAM CLEMENTS REC CTR        | 84                  |
| <b>Voted Ballots Totals:</b>    | <b>1,552</b>        |

# Candidate Information

SAMPLE



# OFFICE OF THE CITY CLERK CITY OF TUCSON

## 2025 GENERAL ELECTION CANDIDATES (AS OF AUGUST 29, 2025)

| WARD 3                                                                                                                                                                                                                                                                                                                         | WARD 5                                                                                                                                                          | WARD 6                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>DAHL, KEVIN *</b><br/><i>DEMOCRAT</i><br/>Kevin Dahl 4 Tucson<br/><a href="mailto:kevindahl4tucson@gmail.com">kevindahl4tucson@gmail.com</a></p> <p><b>WITTENBRAKER, JANET "JL" *</b><br/><i>REPUBLICAN</i><br/>Janet Wittenbraker for Ward 3<br/><a href="mailto:janetforpima@gmail.com">janetforpima@gmail.com</a></p> | <p><b>BARAJAS, SELINA *</b><br/><i>DEMOCRAT</i><br/>Vote Selina for Ward 5<br/><a href="mailto:info@voteselinaforward5.com">info@voteselinaforward5.com</a></p> | <p><b>SCHUBERT, MIRANDA *</b><br/><i>DEMOCRAT</i><br/>MIRANDA FOR WARD 6<br/><a href="mailto:mirandaforward6@gmail.com">mirandaforward6@gmail.com</a></p> <p><b>TOLKOFF, JAY *</b><br/><i>REPUBLICAN</i><br/>Tolkoff for Tucson<br/><a href="mailto:jt4ward6@gmail.com">jt4ward6@gmail.com</a></p> |

# Write-In Information

Note: There are no official write-ins for this election.

# Proposition Text

SAMPLE

**PROPOSITION 417  
OFFICIAL BALLOT FORMAT**

PROPOSAL REFERRED BY MAYOR AND COUNCIL FOR THE RATIFICATION OF "PLAN TUCSON 2025" AS THE CITY OF TUCSON'S GENERAL PLAN FOR THE NEXT TEN YEARS.

**Official Title:**

City of Tucson General Plan

**Descriptive Title:**

Shall "Plan Tucson 2025" and all of its elements be ratified as the general plan for the City of Tucson for the next ten years?

A "YES" vote shall have the effect of ratifying Plan Tucson 2025, the updated and revised City of Tucson general plan and all of its elements, as the general plan for the City of Tucson for the next ten years.

A "NO" vote shall have the effect of rejecting Plan Tucson 2025, the updated and revised City of Tucson general plan and all of its elements, in which case the present general plan will remain in effect.

\_\_\_\_ YES

\_\_\_\_ NO

**PROPOSICIÓN 417**  
**FORMATO OFICIAL DE LA BOLETA**

**PROPOSICIÓN**

PROPUESTA PRESENTADA POR EL ALCALDE Y EL CONCEJO MUNICIPAL PARA LA APROBACIÓN DEL “PLAN TUCSON 2025” COMO EL PLAN GENERAL DE LA CIUDAD DE TUCSON PARA LOS PRÓXIMOS DIEZ AÑOS.

**Título Oficial:**

Plan General de la Ciudad de Tucson

**Título Descriptivo:**

¿Debe aprobarse el “Plan Tucson 2025” y todos sus componentes como el plan general de la Ciudad de Tucson para los próximos diez años?

Un voto por “SÍ” tendrá como efecto aprobar el “Plan Tucson 2025”, el plan general actualizado y revisado de la Ciudad de Tucson, junto con todos sus componentes, como el plan general para los próximos diez años.

Un voto por “NO” tendrá como efecto rechazar el “Plan Tucson 2025”, el plan general actualizado y revisado de la Ciudad de Tucson, junto con todos sus componentes, y el plan general actual permanecerá en vigor.

\_\_\_\_\_ SÍ

\_\_\_\_\_ NO

# Election Summary Results

Note: This report includes the total number of registered voters for all participating jurisdictions.  
Refer to the Voter Registration Information section in this document for detailed totals.

Summary Results Report  
2025 Consolidated Election  
November 4, 2025

OFFICIAL RESULTS  
City of Tucson  
County of Pima, State of Arizona

| Statistics                | TOTAL   | ALL MAIL |
|---------------------------|---------|----------|
| Registered Voters - Total | 392,939 |          |
| Ballots Cast - Total      | 114,569 | 114,569  |
| Ballots Cast - Blank      | 68      | 68       |
| Voter Turnout - Total     | 29.16%  |          |

Council Member, Ward 3 City of Tucson

| Vote For 1                     | TOTAL  | ALL MAIL |
|--------------------------------|--------|----------|
| DAHL, KEVIN (DEM)              | 60,964 | 60,964   |
| WITTENBRAKER, JANET "JL" (REP) | 28,765 | 28,765   |
| Write-In Totals                | 187    | 187      |
| Total Votes Cast               | 89,916 | 89,916   |
| Overvotes                      | 25     | 25       |
| Undervotes                     | 1,731  | 1,731    |
| Contest Totals                 | 91,672 | 91,672   |

Council Member, Ward 5 City of Tucson

| Vote For 1            | TOTAL  | ALL MAIL |
|-----------------------|--------|----------|
| BARAJAS, SELINA (DEM) | 65,812 | 65,812   |
| Write-In Totals       | 3,510  | 3,510    |
| Total Votes Cast      | 69,322 | 69,322   |
| Overvotes             | 7      | 7        |
| Undervotes            | 22,343 | 22,343   |
| Contest Totals        | 91,672 | 91,672   |

Council Member, Ward 6 City of Tucson

| Vote For 1              | TOTAL  | ALL MAIL |
|-------------------------|--------|----------|
| SCHUBERT, MIRANDA (DEM) | 60,404 | 60,404   |
| TOLKOFF, JAY (REP)      | 29,280 | 29,280   |
| Write-In Totals         | 151    | 151      |
| Total Votes Cast        | 89,835 | 89,835   |
| Overvotes               | 18     | 18       |
| Undervotes              | 1,819  | 1,819    |
| Contest Totals          | 91,672 | 91,672   |

PROPOSITION 417 - City of Tucson

| Vote For 1       | TOTAL  | ALL MAIL |
|------------------|--------|----------|
| YES / SÍ         | 54,583 | 54,583   |
| NO               | 32,607 | 32,607   |
| Total Votes Cast | 87,190 | 87,190   |
| Overvotes        | 2      | 2        |
| Undervotes       | 4,480  | 4,480    |
| Contest Totals   | 91,672 | 91,672   |

# Statement of Votes Cast

Note: This report includes the total number of registered voters for all participating jurisdictions.  
Refer to the Voter Registration Information section in this document for detailed totals.

Statement of Votes Cast  
2025 Consolidated Election  
November 4, 2025

OFFICIAL RESULTS  
City of Tucson  
County of Pima, State of Arizona

Precinct 009

| Statistics                | TOTAL  | ALL MAIL |
|---------------------------|--------|----------|
| Registered Voters - Total | 2,816  |          |
| Ballots Cast - Total      | 1,154  | 1,154    |
| Ballots Cast - Blank      | 0      | 0        |
| Voter Turnout - Total     | 40.98% |          |

Council Member, Ward 3 City of Tucson

Vote For 1

|                                | TOTAL | ALL MAIL |
|--------------------------------|-------|----------|
| DAHL, KEVIN (DEM)              | 660   | 660      |
| WITTENBRAKER, JANET "JL" (REP) | 471   | 471      |
| Write-In Totals                | 1     | 1        |
| Total Votes Cast               | 1,132 | 1,132    |
| Overvotes                      | 1     | 1        |
| Undervotes                     | 21    | 21       |
| Contest Totals                 | 1,154 | 1,154    |

Council Member, Ward 5 City of Tucson

Vote For 1

|                       | TOTAL | ALL MAIL |
|-----------------------|-------|----------|
| BARAJAS, SELINA (DEM) | 745   | 745      |
| Write-In Totals       | 45    | 45       |
| Total Votes Cast      | 790   | 790      |
| Overvotes             | 0     | 0        |
| Undervotes            | 364   | 364      |
| Contest Totals        | 1,154 | 1,154    |

Council Member, Ward 6 City of Tucson

Vote For 1

|                         | TOTAL | ALL MAIL |
|-------------------------|-------|----------|
| SCHUBERT, MIRANDA (DEM) | 657   | 657      |
| TOLKOFF, JAY (REP)      | 472   | 472      |
| Write-In Totals         | 1     | 1        |
| Total Votes Cast        | 1,130 | 1,130    |
| Overvotes               | 0     | 0        |
| Undervotes              | 24    | 24       |
| Contest Totals          | 1,154 | 1,154    |

PROPOSITION 417 - City of Tucson

Vote For 1

|                  | TOTAL | ALL MAIL |
|------------------|-------|----------|
| YES / SÍ         | 641   | 641      |
| NO               | 476   | 476      |
| Total Votes Cast | 1,117 | 1,117    |
| Overvotes        | 0     | 0        |
| Undervotes       | 37    | 37       |
| Contest Totals   | 1,154 | 1,154    |



## **Council-Regular Meeting**

C2

**Meeting Date:** 02/17/2026

**To:** Mayor and Council

**From:** Jane Fairall, Town Attorney

**Date:** February 17, 2026

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Resolution No. 2026-014: Relating to Real Property; approving and authorizing the Mayor to sign the Town of Marana Early Lease Termination Agreement with SG Farms L.L.C., for early termination of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Jane Fairall)

---

### **Discussion:**

The Town owns about 22.88 acres of land north of the Marana Wastewater Reclamation Facility as the result of the wastewater settlement with Pima County. The Town and Christopher and Stacy Sullivan entered into a lease of the land in 2015, approved by Marana Resolution No. 2015-015 adopted on February 3, 2015. The lease was assigned to SG Farms L.L.C. by an assignment authorized by Marana Resolution No. 2016-026 on March 15, 2016. The lease was extended for five years in February 2020 by an extension authorized by Marana Resolution No. 2020-009 on February 4, 2020, and then again for five years in February 2025 by an extension authorized by Marana Resolution No. 2025-019 on February 4, 2025.

The Town will soon commence construction activities for the expansion of the Marana Wastewater Reclamation Facility (Project WT074) and needs the leased property for the project. Paragraph 24 of the lease provides that the Town may terminate the lease without cause with 30 days' written notice to the tenant. On February 4, 2026, the Town provided SG Farms with 30 days' written notice of termination of the lease, effective March 6, 2026. Due to the needs of the project, the Town desires to have SG Farms vacate the property earlier than March 6, 2026. Town staff has negotiated the proposed Early Lease Termination Agreement which provides that SG Farms will

vacate the property no later than February 18, 2026, in exchange for the Town's payment of \$2,500 as consideration for the early termination.

**Financial Impact:**

Fiscal Year: 2026  
Budgeted Y/N: Y  
Amount: \$2,500

The cost will be covered through the Marana Wastewater Reclamation Facility project budget.

**Staff Recommendation:**

Staff recommends approval of the Early Lease Termination Agreement.

**Suggested Motion:**

I move to adopt Resolution No. 2026-014; approving and authorizing the Mayor to sign the Town of Marana Early Lease Termination Agreement with SG Farms L.L.C., for early termination of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility.

---

**Attachments**

Resolution No. 2026-014  
Exhibit A - Early Lease Termination Agreement

---

## MARANA RESOLUTION NO. 2026-014

---

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE TOWN OF MARANA EARLY LEASE TERMINATION AGREEMENT WITH SG FARMS L.L.C., FOR EARLY TERMINATION OF THE LEASE OF APPROXIMATELY 22.88 ACRES OF TOWN-OWNED PROPERTY ABUTTING THE NORTH BOUNDARY OF THE MARANA WASTEWATER RECLAMATION FACILITY

WHEREAS Christopher and Stacy Sullivan entered into a lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility, approved by Marana Resolution No. 2015-015 adopted on February 3, 2015; and

WHEREAS the lease was assigned to SG Farms L.L.C. by an assignment authorized by Marana Resolution No. 2016-026 on March 15, 2016; and

WHEREAS the lease was extended for five years in February 2020 by an extension authorized by Marana Resolution No. 2020-009 on February 4, 2020, and then again for five years in February 2025 by an extension authorized by Marana Resolution No. 2025-019 on February 4, 2025; and

WHEREAS the Town will soon commence construction activities for the expansion of the Marana Wastewater Reclamation Facility (Project WT074) and needs the leased property for the project; and

WHEREAS paragraph 24 of the lease provides that the Town may terminate the lease without cause with 30 days' written notice to the tenant, and on February 4, 2026, the Town provided SG Farms with 30 days' written notice of termination of the lease, effective March 6, 2026; and

WHEREAS the parties have agreed to terminate the lease earlier than March 6, 2026 subject to the terms of the Town of Marana Early Lease Termination Agreement; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by approving the early lease termination.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town of Marana Early Lease Termination Agreement with SG Farms, L.L.C. attached as Exhibit A to this resolution is hereby approved and the mayor is authorized to sign it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17<sup>th</sup> day of February, 2026.

---

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

---

Jill McCleary, Town Clerk

---

Jane Fairall, Town Attorney

**TOWN OF MARANA EARLY LEASE TERMINATION AGREEMENT  
(SG FARMS L.L.C)**

This Early Lease Termination Agreement (this “**Termination**”) is made and entered into by and between the TOWN OF MARANA (the “**Landlord**”), an Arizona municipal corporation, and SG FARMS L.L.C, an Arizona limited liability company (the “**Tenant**”). The Landlord and the Tenant are sometimes collectively referred to as the “**Parties**,” either of which is sometimes individually referred to as a “**Party**.”

1. **The Lease.** The Landlord and the Tenant’s predecessors in interest entered into a lease with a five-year term beginning February 12, 2015, recorded in the office of the Recorder of Pima County, Arizona, on February 20, 2015 at Sequence 20150510197 (the “**Lease**”), which was assigned to the Tenant by instrument recorded on March 18, 2016, at Sequence 20160780437 (the “**Assignment**”). The Parties entered into the First Lease Extension with a five-year term beginning February 12, 2020, recorded in the office of the Recorder of Pima County, Arizona, on February 14, 2020, at Sequence 20200450777. The Parties entered into the Second Lease Extension with a five-year term beginning February 12, 2025, recorded in the office of the Recorder of Pima County, Arizona, on \_\_\_\_\_, at Sequence \_\_\_\_\_.

2. **Lease Termination.** Paragraph 24 of the Lease provides that Landlord may terminate the Lease without cause with 30 days’ written notice to Tenant and that upon the termination of the Lease, Tenant shall remove any Tenant-built or installed improvements and leave the Premises in good and clean condition. On February 4, 2026, Landlord provided Tenant with 30 days’ written notice of termination of the Lease, effective March 6, 2026.

3. **Early Termination.** Landlord will soon commence construction activities for the expansion of the Town of Marana’s Regional Reclamation Facility Project (WT074) and desires that Tenant vacate the Premises sooner than March 6, 2026. Tenant is willing to vacate the Premises prior to March 6, 2026 pursuant to the following terms:

(A) Tenant shall remove any Tenant-built or installed improvements and vacate and leave the Premises in good and clean condition no later than February 18, 2026.

(B) In consideration for Tenant’s agreement to vacate the Premises no later than February 18, 2026, Landlord shall pay Tenant \$2,500.00 within 30 days of the Effective Date of this Termination.

Exhibit A to Marana Resolution No. 2026-014

IN WITNESS WHEREOF, the Parties have signed this Termination as of the last date set forth below their respective signatures (the "Effective Date").

"LANDLORD":

TOWN OF MARANA, an Arizona municipal corporation

"TENANT":

SG FARMS L.L.C, an Arizona limited liability company

By: \_\_\_\_\_  
Jon Post, Mayor

By: \_\_\_\_\_  
Christopher R. Sullivan, Sole Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jane Fairall, Town Attorney

State of Arizona            )  
                                          ss  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on February \_\_\_\_\_, 2026, by Christopher R. Sullivan, Sole Member of SG FARMS L.L.C, an Arizona limited liability company, on behalf of the LLC.

(Seal)

\_\_\_\_\_  
Notary Public



**Council-Regular Meeting**

C3

**Meeting Date:** 02/17/2026

**To:** Mayor and Council

**From:** David L. Udall, Deputy Town Attorney

**Date:** February 17, 2026

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Resolution No. 2026-007: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with SBH Marana LP, PEI Capital Venture I, L.L.C., and Landmark Title Assurance Agency of Arizona, LLC under Trust No. 2104 for Monarch Block 2 (David Udall)

---

**Discussion:**

This agenda item presents water and sewer infrastructure construction agreements pursuant to Section 14-4-3 of the Marana Town Code for Monarch Block 2, which is generally located north of Moore Road, east of Sandario Road, and south of Barnett Road. If approved, these agreements will require the developer to construct water and sewer infrastructure necessary for its development.

**Financial Impact:**

Per the attached agreements, the developer is responsible for all costs related to the construction of water and sewer infrastructure covered therein.

**Staff Recommendation:**

Staff recommends approval of Resolution No. 2026-007.

**Suggested Motion:**

I move to adopt Resolution No. 2026-007, approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with SBH Marana LP, PEI Capital Venture I, L.L.C., and Landmark Title Assurance Agency of Arizona, LLC under Trust No. 2104 for Monarch Block 2.

---

### **Attachments**

Resolution No. 2026-007

Exhibit A - Water Facilities Agreement

Exhibit B - Sewer Facilities Agreement

---

## **MARANA RESOLUTION NO. 2026-007**

RELATING TO WATER AND WASTEWATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AGREEMENTS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES UNDER PRIVATE CONTRACT WITH SBH MARANA LP, PEI CAPITAL VENTURE I, L.L.C., AND LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC UNDER TRUST NO. 2104 FOR MONARCH BLOCK 2

WHEREAS SBH Marana LP is the master developer of land described and depicted in Block 2 of the Vanderbilt Farms Blocks 1 Thru 13 Final Plat, recorded in the Pima County Recorder's office on July 13, 2005 at Sequence No. 20051340763, as re-platted in Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 Thru 13 & 11A, recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810353 (the "Subject Property"); and

WHEREAS title to the Subject Property is held by Landmark Title Assurance Agency of Arizona, LLC under Trust No. 2104, and PEI Capital Venture I, L.L.C. is the sole beneficiary of Trust No. 2104; and

WHEREAS Town staff has negotiated an Agreement for Construction of Water Facilities under Private contract and an Agreement for Construction of Sewer Facilities Under Private Contract with SBH, PEI, and Landmark Title under Trust No. 2104 (collectively, the "Facility Service Agreements"); and

WHEREAS the Mayor and Town Council find that entering into the Facility Service Agreements 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 Facility Service Agreements, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibits A and B, are hereby approved and the Mayor is hereby authorized and directed to sign them for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF  
MARANA, ARIZONA, this 17th day of February, 2026.

\_\_\_\_\_  
Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jill McCleary, Town Clerk

\_\_\_\_\_  
Jane Fairall, Town Attorney

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

## **Monarch Block 2**

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), SBH MARANA LP, an Arizona limited partnership ("SBH"), PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company ("PEI"), and LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust No. 2104, and not in its corporate capacity (the "Owner"). SBH and PEI are collectively referred to in this Agreement as 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. SBH is the master developer of land described and depicted in Block 2 of the Vanderbilt Farms Blocks 1 Thru 13 Final Plat, recorded in the Pima County Recorder's office on July 13, 2005 at Sequence No. 20051340763, as re-platted in Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 Thru 13 & 11A, recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810353, which land area is referred to in this Agreement as the "Subject Property."

C. Title to the Subject Property is held by the Owner. PEI is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104 (the Owner), and to the extent the trust's interests are implicated, is signing this Agreement in its capacity as sole beneficiary of the trust.

D. For purpose of this Agreement, "Developer" refers to any and all entities that shall develop the property pursuant to this Agreement, including PEI and SBH and successor developers and builders.

E. The Developer desires for the Town to provide water service to the Subject Property.

F. 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 Facilities") in accordance with the required plans, specifications, and materials as outlined and depicted in (1) the Off-Site Public Water Improvement Plan for Monarch Block 2, Phases 1-3 - Clark Farms Blvd Sta 50+07.16 to Sta 76+58.85, Plan No. ENG 2505-007, sealed by Bowman Consulting Group on September 29, 2025 and approved by the Town of Marana on October 8, 2025, (2) the

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Public Water Improvement Plan – Monarch Block 2, Phase 1 – Lots 1 Through 104, Plan No. ENG2504-003, sealed by Bowman Consulting Group on September 29, 2025 and approved by the Town of Marana on October 2, 2025, (3) the Public Water Improvement Plan – Monarch Block 2, Phase 2 – Lots 105 Through 219 and Lots 230 Through 249, Plan No. ENG2504-006, sealed by Bowman Consulting Group on September 29, 2025 and approved by the Town of Marana on October 2, 2025, and (4) the Public Water Improvement Plan – Monarch Block 2, Phase 3 – Lots 220 Through 229 and Lots 250 Through 350, Plan No. ENG2504-009, sealed by Bowman Consulting Group on September 29, 2025 and approved by the Town of Marana on October 2, 2025, (together, the “Facility Plans”), each of which is on file in the office of the Town of Marana Water Department.

G. Also as condition of securing water service from the Town for the Subject Property, the Developer agrees to install certain non-potable water infrastructure improvements in accordance with the required plans, specifications, and materials as outlined and depicted in the CMID Non-Potable Water Plan Block 2 Clark Farms Blvd Sta. 50+01.88 to Sta. 76+55.73 sealed by Bowman Consulting Group on September 29, 2025 and accepted by the Cortaro-Marana Irrigation District (CMID) on October 3, 2025 (the “CMID Non-Potable Water Improvements”), which is also on file with the Water Department.

H. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facilities.

I. The Town is willing to accept the Developer-Installed Facilities and permit them to be connected to the Town water system provided they meet Town standards and the work is done in accordance with Town requirements.

#### **AGREEMENT**

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

#### **1. The Developer-Installed Facilities**

1.1. *Developer installation of the CMID Non-Potable Water Improvements.* In coordination with and to the satisfaction of CMID, the Developer shall install the CMID Non-Potable Water Improvements.

1.2. *Developer installation of the Developer-Installed Facilities.* The Developer has designed and shall install, at the Developer’s own expense, the Developer-Installed Facilities as depicted in the Facility Plans. The Developer-Installed Facilities shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plans shall include a plan note identifying the Developer-Installed Facilities as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Facilities in accordance with the Facility Plans,

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including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.3. *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.

1.4. *Payment of connection fees.* Before any service connections are made from the Town's water system to the Developer-Installed Facilities, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14, including, but not limited to, any and all applicable oversizing recovery charges (also commonly referred to as "protected facility fees").

1.5. *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 detailed below. Note that larger meters incur higher fees.

1.5.1. Meter Install Fee: \$360.00

1.5.2. Water Infrastructure Development Impact Fee: \$3,356.00

1.5.3. Water Resource Development Impact Fee: \$3,483.00

1.5.4. Wastewater Development Impact Fee: \$3,746.00

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

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

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

## **2. Engineering and Inspection**

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

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

2.3. *Inspection provisions.* The 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.

2.4. *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.

### **3. Preconstruction Procedure**

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

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

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

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

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

3.6. *Permits and approvals.* The 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.

### **4. Construction**

4.1. *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.

4.2. *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.

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

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

4.5. *Worksite safety.* The 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.

## **5. Dedication**

5.1. *Transfer of the Developer-Installed Facilities 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 Facilities free and clear of all liens, claims, charges or encumbrances.

5.2. *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.

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

5.4. *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 the Developer will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Developer-Installed Facilities 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 Facilities after taking over possession of it under this paragraph.

## **6. Miscellaneous**

6.1. *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 Facilities.

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

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

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

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

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

[Signature page follows.]

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

THE "TOWN":

TOWN OF MARANA, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Jon Post, Mayor

Date:

ATTEST:

\_\_\_\_\_  
Jill McCleary, 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:

February 5, 2026

PEI CAPITAL VENTURE I, L.L.C., an Arizona limited  
liability company

By:

\_\_\_\_\_  
Richard Anderson  
Manager

Date:

The "Owner":

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA,  
LLC, an Arizona limited liability company,  
solely in its capacity as trustee under Trust No.  
2104 and not in its corporate capacity

By:

  
\_\_\_\_\_

Name:

SHAUN TESSENSOHN

Title:

TRUST OFFICER

[Notary Page Follows.]

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

THE "TOWN":

TOWN OF MARANA, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Jon Post, Mayor

Date:

ATTEST:

\_\_\_\_\_  
Jill McCleary, 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:

PEI CAPITAL VENTURE I, L.L.C., an Arizona limited  
liability company

By:

Richard L. Anderson  
Richard Anderson  
Manager

Date:

2-5-2026

The "Owner":

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA,  
LLC, an Arizona limited liability company,  
solely in its capacity as trustee under Trust No.  
2104 and not in its corporate capacity

[Notary Page Follows.]

By:

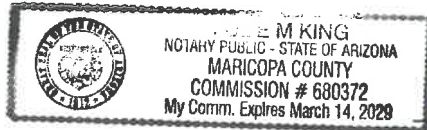
Name:

Title:

STATE OF ARIZONA       )  
                                          ss  
County of Pima        )

The foregoing instrument was acknowledged before me on February 5, 2026 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)



Julie M. King  
Notary Public

STATE OF ARIZONA       )  
                                          ss  
County of Pima        )

The foregoing instrument was acknowledged before me on February 5, 2026 by Richard Anderson, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)



Julie M. King  
Notary Public

STATE OF ARIZONA       )  
                                          ss  
County of Pima        )

The foregoing instrument was acknowledged before me on February 6, 2026, by SHAWN TESSENJOHN, the TRUST OFFICE of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust No. 2104 and not in its corporate capacity, on behalf thereof.

(Seal)



[Signature]  
Notary Public

## **TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF SEWER FACILITIES UNDER PRIVATE CONTRACT**

### **Monarch Block 2 & New Sewer Lines to Block 9, Block 10 and Future W. Clark Farms Blvd.**

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), SBH MARANA LP, an Arizona limited partnership ("SBH"), PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company ("PEI"), and LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust No. 2104, and not in its corporate capacity (the "Owner"). SBH and PEI are collectively referred to in this Agreement as 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. SBH is the master developer of land described and depicted in Blocks 2, 9, and 10 of the Vanderbilt Farms Blocks 1 Thru 13 Final Plat, recorded in the Pima County Recorder's office on July 13, 2005 at Sequence No. 20051340763, as re-platted in Re-Plat of Final Block Plat for Vanderbilt Farms Blocks 1 Thru 13 & 11A, recorded in the Pima County Recorder's office on June 29, 2020 at Sequence No. 20201810353, which land area is referred to in this Agreement as the "Subject Property."

C. Title to the Subject Property is held by the Owner. PEI is the sole beneficiary of Landmark Title Assurance Agency of Arizona, LLC Trust No. 2104 (the Owner), and to the extent the trust's interests are implicated, is signing this Agreement in its capacity as sole beneficiary of the trust.

D. For purpose of this Agreement, "Developer" refers to any and all entities that shall develop the property pursuant to this Agreement, including PEI and SBH and successor developers and builders.

E. The Developer desires for the Town to provide sewer service to the Subject Property.

F. As a condition of securing sewer service from the Town for the Subject Property, the Developer agrees to install those certain sewer infrastructure improvements (the "Developer-Installed Facilities") in accordance with the required plans, specifications, and materials as outlined and depicted in (1) the Off-Site Public Sewer Improvement Plan for Monarch Block 2, Phases 1-3 - Clark Farms Blvd Station 50+02.21 to Station 76+58.85, Plan No. ENG2505-019, sealed by Bowman Consulting

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Group on September 29, 2025, and approved by the Town of Marana on October 2, 2025, (2) the Public Sewer Improvement Plan – Monarch Block 2 – Phase 1, Lots 1 Through 104, Plan No. ENG2504-002, sealed by Bowman Consulting Group on July 30, 2025, and approved by the Town of Marana on September 2, 2025, (3) the Public Sewer Improvement Plan – Monarch Block 2 – Phase 2, Lots 105-219 & 230-249, Plan No. ENG2504-005, sealed by Bowman Consulting Group on September 11, 2025, and approved by the Town of Marana on October 1, 2025, (4) the Public Sewer Improvement Plan – Monarch Block 2 – Phase 3, Lots 220-229 & 250-350, Plan No. ENG2504-008, sealed by Bowman Consulting Group on September 18, 2025, and approved by the Town of Marana on October 1, 2025, and (5) the Public Sewer Improvement Plan – Clark Farms Blvd – New Sewer Lines to Block 9, Block 10 and Future W Clark Farks Blvd, Plan No. ENG2505-018, sealed by Bowman Consulting Group on August 27, 2025, and approved by the Town of Marana on September 17, 2025, (together, the “Facility Plans”), each of which is on file in the office of the Town of Marana Water Department.

G. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facilities.

H. The Town is willing to accept the Developer-Installed Facilities and permit them to be connected to the Town sewer system provided they meet Town standards and the work is done in accordance with Town requirements.

#### **AGREEMENT**

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

#### **1. The Developer-Installed Facilities**

1.1. *Developer installation of the Developer-Installed Facilities.* The Developer has designed and shall install, at the Developer’s own expense, the Developer-Installed Facilities as depicted in the Facility Plans. The Developer-Installed Facilities shall conform to the design standards of the Pima County Regional Wastewater Reclamation Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plans shall include a plan note identifying the Developer-Installed Facilities as new sewer facilities and shall show any and all alterations to the existing sewer system. Construction and installation of the Developer-Installed Facilities in accordance with the Facility Plans, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the “Work.”

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

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1.3. *Payment of connection fees.* Before any service connections are made from the Town's sewer system to the Developer-Installed Facilities, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required under Marana Town Code Title 14, including, but not limited to, any and all applicable oversizing recovery charges (also commonly referred to as "protected facility fees").

1.4. *Developer-Installed Facilities acceptance by Town.* No service connections shall be made to the Developer-Installed Facilities until the Developer-Installed Facilities have been accepted by the Town in accordance with Marana Town Code Title 14.

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

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

## **2. Engineering and Inspection**

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

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

2.3. *Inspection provisions.* The 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.

2.4. *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.

## **3. Preconstruction Procedure**

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

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

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

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

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

3.6. *Permits and approvals.* The 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.

#### **4. Construction**

4.1. *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.

4.2. *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.

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

4.4. *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.

#### **5. Dedication**

5.1. *Transfer of the Developer-Installed Facilities 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 Facilities free and clear of all

liens, claims, charges or encumbrances.

5.2. *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.

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

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

5.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Developer-Installed Facilities 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 Facilities after taking over possession of it under this paragraph.

## **6. Miscellaneous**

6.1. *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 Facilities.

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

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

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

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

6.6. *Entirety and Amendments.* This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any,

relating to the transaction described herein. This Agreement may be amended or supplemented only by an instrument in writing executed by the Parties.

[Signature page follows.]

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

THE "TOWN":

TOWN OF MARANA, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Jon Post, Mayor

Date:

ATTEST:

\_\_\_\_\_  
Jill McCleary, 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:

February 5, 2026

PEI CAPITAL VENTURE I, L.L.C., an Arizona limited  
liability company

By:

\_\_\_\_\_  
Richard Anderson  
Manager

Date:

The "Owner":

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA,  
LLC, an Arizona limited liability company,  
solely in its capacity as trustee under Trust No.  
2104 and not in its corporate capacity

By:

  
\_\_\_\_\_

Name:

SHAWN TESKEN-SEHN

Title:

TRUST OFFICER

[Notary Page Follows.]

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

THE "TOWN":

TOWN OF MARANA, an Arizona  
municipal corporation

By:

\_\_\_\_\_  
Jon Post, Mayor

Date:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jill McCleary, 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:

\_\_\_\_\_

PEI CAPITAL VENTURE I, L.L.C., an Arizona limited  
liability company

By:

\_\_\_\_\_  
Richard Anderson  
Manager

Date:

2-5-2026

The "Owner":

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA,  
LLC, an Arizona limited liability company,  
solely in its capacity as trustee under Trust No.  
2104 and not in its corporate capacity

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

[Notary Page Follows.]

STATE OF ARIZONA       )  
                                          ss  
County of Pima        )

The foregoing instrument was acknowledged before me on February 5, 2026 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)



Julie M. King  
Notary Public

STATE OF ARIZONA       )  
                                          ss  
County of Pima        )

The foregoing instrument was acknowledged before me on February 5, 2026 by Richard Anderson, Manager of PEI CAPITAL VENTURE I, L.L.C., an Arizona limited liability company, on behalf thereof.

(Seal)

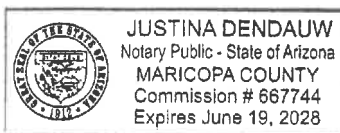


Julie M. King  
Notary Public

STATE OF ARIZONA       )  
                                          ss  
County of Pima        )

The foregoing instrument was acknowledged before me on February 6, 2026, by SHAUN TESSENHORN, the TRUST OFFICER of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, an Arizona limited liability company, solely in its capacity as trustee under Trust No. 2104 and not in its corporate capacity, on behalf thereof.

(Seal)



Justina Dendauw  
Notary Public



**Council-Regular Meeting**

C4

**Meeting Date:** 02/17/2026

**To:** Mayor and Council

**From:** Jill McCleary, Town Clerk

**Date:** February 17, 2026

**Subject:** Approval of Regular Council Meeting Summary Minutes of February 3, 2026  
(Jill McCleary)

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**Attachments**

Regular Council Meeting Summary Minutes, 02/03/26

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MARANA TOWN COUNCIL REGULAR COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, February 3, 2026, 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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

**Mayor Post** called the meeting to order at 6:00 PM and 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

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

CALL TO THE PUBLIC

**Brian Miller, Judy Nishikida, Gayle Cerri, Richard Cerri, Mitchell Anderson, Rolande Baker, Colin Mellars, Paula Palotay, Howard Druan, Melanie Vidana, Ricky Guthridge, and Robert Contreras** addressed the Council.

One speaker spoke in support of the Marana Food Bank and highlighted services provided to residents. Several speakers addressed a possible Immigration and Customs Enforcement (ICE) detention facility in Marana. A majority of speakers expressed opposition to the proposed facility, citing concerns related to civil rights, humanitarian impacts, public safety, and potential social and economic effects on the community. Some speakers encouraged the Council to consider policy action and to meet with constituents. One speaker expressed support for immigration enforcement and encouraged the enforcement of existing immigration laws. Several speakers also emphasized the consideration of resident input when evaluating future development decisions.

**Mayor Post** responded following the Call to the Public. He stated that the Town complies with federal, state, and local law. He stated that the Town of Marana has determined that the proposed detention facility meets the required zoning. He said residents seeking policy changes could contact their representatives in Congress and the Senate.

## **PROCLAMATIONS**

### **MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS**

**Council Member Murphy** reported on the Sherry Cervi Youth Championship race. She noted that approximately 500 youth participated and that two Marana residents received scholarships.

**Council Member Cavanaugh** reported attending a ribbon cutting at KB Homes in the Mandarin subdivision along with **Council Member Officer**. He also shared a personal update regarding recreation at the Tortolita Preserve.

**Council Member Comerford** addressed the importance of respectful dialogue and compassion. She expressed a willingness to work collaboratively with residents to find solutions.

**Vice Mayor Ziegler** stated she would reiterate the Mayor's comments by stating that the Town of Marana follows the rule of law.

### **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

**Town Manager Terry Rozema** provided updates on current Town activities. He reported that 88 single-family residential permits were issued in January 2026. He announced the return of the Concerts in the Courtyard series beginning February 19, 2026. **Mr. Rozema** also reported that the Marana Regional Airport was nominated for Airport of the Year by

the Arizona Aviation Safety Advisory Group. He also shared that one of Southern Arizona Logistics' buildings was recently sold.

## **PRESENTATIONS**

P1 Relating to Community Services; presentation from a representative of the Marana Food Bank and Community Resource Center (MFB-CRC) providing an update on recent MFB-CRC activity (Terry Rozema)

**Marana Food Bank Director Carlos Valles** provided an update on services and programs, including emergency food assistance, workforce development, vocational training, health and wellness initiatives, tax preparation, and veteran support services. Council Members expressed appreciation for the organization's community impact.

## **CONSENT AGENDA**

C1 Ordinance No. 2026.005: Relating to Finance; exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 7, 2026, Tour De Cookie event (Wayne Barnett)

C2 Resolution No. 2026-010: Relating to Economic Development and Tourism; approving and authorizing the Mayor to sign the Intergovernmental Agreement Between Towns of Marana and Oro Valley for Biking-Related Activities (Stefanie Boe)

C3 Approval of Regular Council Meeting Summary Minutes of January 6, 2026, Regular Council Meeting Summary Minutes of January 20, 2026, and Special Council Meeting Summary Minutes of January 27, 2026 (Jill McCleary)

*Council Member Cavanaugh moved to approve the consent agenda. Council Member Officer seconded the motion. 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 an owner transfer series #07 Beer and Wine Bar liquor license submitted by Wei Li Ho on behalf of Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, 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 #07 Beer and Wine Bar liquor license submitted by Wei Li Ho on behalf*

*of Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, Tucson Arizona, 85741. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.*

## **BOARDS, COMMISSIONS AND COMMITTEES**

### **COUNCIL ACTION**

A1 Resolution No. 2026-011: Relating to the Marana Regional Airport; approving the removal of 10.912 acres of land generally located to the northeast of Air Commerce Way from the Town's Airport Layout Plan and approving the inclusion of 14.279 acres of land generally located to the north of Air Commerce Way in the Town's Airport Layout Plan (David Udall)

**Deputy Town Attorney David Udall** presented on this item. He stated it involved a proposed land exchange between Airport and non-Airport property. He explained that rather than providing monetary compensation, staff proposed transferring an equal or greater value Town-owned property into the Airport Layout Plan, resulting in a net benefit to the Airport. He further stated that the proposed land exchange supported long-term expansion plans, including potential future extension of Runway 21.

*Council Member Cavanaugh moved to adopt Resolution No. 2026-011. Council Member Murphy seconded the motion. Motion passed, 6-0.*

A2 Resolution No. 2026-012: Relating to Budget; approving the transfer of up to \$7,000,000 in budgeted expenditure authority from the New Renewable Water Resource Acquisition project (WT066) to the Recharge Basins Phase II project (WT074), to be equally allocated between the Water Resources Fund (5016) and the Wastewater Infrastructure fund (5038) (Heidi Lasham)

**Water Director Heidi Lasham** presented on this item. **Ms. Lasham** stated that the resolution would transfer up to \$7 million in budgeted expenditure authority to support the Recharge Basins Phase II project, which would expand recharge capacity from 2 million gallons per day to 4 million gallons per day. She stated that project costs increased due to inflation and higher construction and material costs. She noted that the Town received approximately \$3 million in grant funding from the Water Infrastructure Finance Authority.

*Vice Mayor Ziegler moved to adopt Resolution No. 2026-012. Council Member Comerford seconded the motion. Motion passed, 6-0.*

### **ITEMS FOR DISCUSSION / POSSIBLE ACTION**

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

**Development Services Director Jason Angell** provided an update on public and private projects and development applications in the Town, as currently listed on the above-referenced website.

## EXECUTIVE SESSIONS

E1 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.

E2 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

## FUTURE AGENDA ITEMS

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

**Mayor Post** asked for future agenda items. There were no future agenda items.

## ADJOURNMENT

**Mayor Post** asked for a motion to adjourn.

*Council Member Cavanaugh moved to adjourn the meeting. Council Member Murphy seconded the motion. Motion passed, 6-0. The meeting was adjourned at 7:09 PM.*

## CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on February 3, 2026. I further certify that a quorum was present.

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Jill McCleary, Town Clerk