MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 16, 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

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on June 16, 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. Added or revised language appears 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 and deliver it to the Town Clerk.

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

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

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

This Notice and Agenda 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 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 and deliver it to the Town Clerk. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

PR1 Proclamation Recognizing Parks and Recreation Month (Jill McCleary)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2026.011: Relating to Elections; amending Marana Town Code Title 2 (Mayor and Council), Chapter 2-2 (Council Election), Section 2-2-1 (Primary election; date; declaration of elected candidate) to harmonize the Town's primary election date with the date established by state law, as amended from time to time; and designating an effective date (David L. Udall)

C2 Resolution No. 2026-038: Relating to Development; ratifying the abandonment of public rights-of-way as set forth on the Final Plat for Cascada II C2 Blocks 1-10, and Parcels A, B, C, D & E (Jane Fairall)

C3 Resolution No. 2026-039: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to add "manufactured building activities" pursuant to Section 8-427 of the Marana Tax Code to the definition of "Marana construction sales tax" (Curt Woody)

C4 Resolution No. 2026-040: Relating to Economic Development and Tourism; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2026-2027 to support operation of the Marana Visitor Center and provision of services to the Marana community (Stefanie Boe)

C5 Resolution No. 2026-041: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2027 (Andrea De La Cruz)

C6 Resolution No. 2026-042: Relating to Personnel; approving and adopting amendments to the Town of Marana Revised Personnel Policies and Procedures; revising Chapter 1 "General Employment Rights and Responsibilities" Policy 1-2 "Code of Ethics"; Chapter 3 "Classification and Compensation" Section 3-1-4 "Temporary Positions"; various policies and sections of Chapter 4 "Employment Benefits and Leaves"; and Chapter 8 "Termination of Employment" Section 8-2-3 "Final Pay Check" (Curry C. Hale)

C7 Resolution No. 2026-043: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2026, through June 30, 2027 (Jeffrey Pridgett)

C8 Resolution No. 2026-044: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program (Jeffrey Pridgett)

C9 Resolution No. 2026-045: Relating to Police Department; approving and authorizing the Mayor and the Police Chief to execute the First Amendment to the Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County (Jeffrey Pridgett)

C10 Resolution No. 2026-048: Relating to Real Estate; approving and authorizing the Mayor to execute the First Amendment to Real Estate Acquisition and Exchange Agreement regarding the exchange of an approximately 0.24-acre parcel of Town-owned real property located on the south side of Tangerine Road approximately 1,800 feet east of Heritage Park Drive as part of the acquisition of an approximately 2.3-acre parcel of property abutting the east side of Gladden Farms Community Park (Jane Fairall)

C11 Resolution No. 2026-046: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Communication Services License issued to Trico Electric Cooperative, Inc. (Jane Fairall)

C12 Approval of Regular Council Meeting Summary Minutes of June 2, 2026 (Jill McCleary)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2026.012: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-10 (Signs); adding new Section 17-10-39 entitled "Community activity signs" allowing banners for advertising community activities in residential areas and making conforming amendments to Section 17-10-5 (Exempt signs), section 17-10-30 (Temporary signs), and Section 17-10-31 (Banners); amending Section 17-10-37 (Residential subdivision sign program) to revise provisions related to the expiration of residential subdivision sign programs and to allow advertising in residential subdivisions with homes for rent; making other miscellaneous revisions to Chapter 17-10; and designating an effective date (Matt Taylor)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

D2 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2026-2027 final budget (Yiannis Kalaitzidis)

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in *Town of Marana v. Mandarina South, LLC, et al,* Pima County Superior Court case number C20241394.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 06/16/2026

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: June 16, 2026

Subject: Proclamation Recognizing Parks and Recreation Month (Jill McCleary)

Attachments

Proclamation Recognizing Parks and Recreation Month

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing Parks and Recreation Month

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Marana Arizona; and

WHEREAS, parks, trails, open spaces, recreational facilities, and community programs contribute to the physical, mental, social and environmental well-being of individuals and families of all ages and abilities; and

WHEREAS, the Town of Marana is committed to providing safe, accessible, and welcoming parks and recreation opportunities that strengthen community connections, promote healthy lifestyles, and enhance the overall vitality of our community; and

WHEREAS, Marana's parks and recreation system supports youth development, lifelong learning, cultural enrichment, outdoor recreation, conservation, and community engagement through a variety of programs, events and services; and

WHEREAS, parks and recreation professionals, volunteers, and community partners work year-round to maintain and improve public spaces and provide meaningful recreational opportunities for residents and visitors alike; and

WHEREAS, the National Recreation and Park Association recognizes July as Parks and Recreation Month to celebrate the vital role parks and recreation play in building stronger, healthier, and more resilient communities; and

NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim the month of July 2026 as: "Parks and Recreation Month" in the Town of Marana, and encourage all residents to recognize and enjoy the many benefits provided by our parks, trails, recreation programs, and community spaces, and to thank the dedicated professionals and volunteers who make these opportunities possible.

Dated this 16th day of June, 2026.

ATTEST:

Jill McCleary, Town Clerk

MARANA AZ

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 06/16/2026

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2026.011: Relating to Elections; amending Marana Town Code Title 2 (Mayor and Council), Chapter 2-2 (Council Election), Section 2-2-1 (Primary election; date; declaration of elected candidate) to harmonize the Town's primary election date with the date established by state law, as amended from time to time; and designating an effective date (David L. Udall)

Discussion:

As currently written, Section 2-2-1 of the Marana Town Code provides that the "date of the primary election of the town shall be the first Tuesday in August of even-numbered years." On February 6, 2026, the Governor signed into law HB2022, which moved Arizona's primary election date to the second to last Tuesday in July (July 21, 2026 for the 2026 primary election).

This item proposes harmonizing the Town Code provision with state law. If the ordinance accompanying these agenda materials is adopted, Section 2-2-1 of the Town Code will be revised to state that the Town's primary election will be held on the same date as the statewide primary election established by Arizona law, as amended from time to time.

Staff Recommendation:

Staff Recommends approval of Ordinance No. 2026.011.

Suggested Motion:

I move to adopt Ordinance No. 2026.011, amending Marana Town Code Title 2 (Mayor and Council), Chapter 2-2 (Council Election), Section 2-2-1 (Primary election; date; declaration of elected candidate) to harmonize the Town's primary election date with the date established by state law, as amended from time to time; and designating an effective date.

Attachments

Ordinance No. 2026.011

MARANA ORDINANCE NO. 2026.011

RELATING TO ELECTIONS; AMENDING MARANA TOWN CODE TITLE 2 (MAYOR AND COUNCIL), CHAPTER 2-2 (COUNCIL ELECTION), SECTION 2-2-1 (PRIMARY ELECTION; DATE; DECLARATION OF ELECTED CANDIDATE) TO HARMONIZE THE TOWN'S PRIMARY ELECTION DATE WITH THE DATE ESTABLISHED BY STATE LAW, AS AMENDED FROM TIME TO TIME; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS Section 2-2-1 of the Marana Town Code provides that the "date of the primary election of the town shall be the first Tuesday in August of even-numbered years"; and

WHEREAS on February 6, 2026, the Governor signed into law HB2022, which moved Arizona's primary election date to the second to last Tuesday in July; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Section 2-2-1 of the Marana Town Code to harmonize the Code provision with state law as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 2 (Mayor and Council), Chapter 2-2 (Council Election), Section 2-2-1 (Primary election; date; declaration of elected candidate) is hereby amended as follows (with additions shown with double underlining and deletions shown with ~~strikethroughs~~):

2-2-1 Primary election; date; declaration of elected candidate

A. ~~The date of the primary election of the town shall be the first Tuesday in August of even-numbered years.~~The town's primary election shall be held on the same date as the statewide primary election established by Arizona law, as amended from time to time.

[No changes to subsection B.]

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-038: Relating to Development; ratifying the abandonment of public rights-of-way as set forth on the Final Plat for Cascada II C2 Blocks 1-10, and Parcels A, B, C, D & E (Jane Fairall)

Discussion:

The Arizona Legislature adopted Laws 2025, Chapter 31 (House Bill 2447), signed by Governor Katie Hobbs on March 31, 2025, effective from and after December 31, 2025, requiring all Arizona municipalities to, by ordinance, authorize administrative personnel to review and approve a variety of land use applications, including final plats. In conformance with this new law, the Town Council adopted Ordinance No. 2025.024 to allow administrative review and approval of final plats.

On February 26, 2026, the Town of Marana administratively approved the Final Plat for Cascada II C2 Blocks 1-10, and Parcels A, B, C, D & E, recorded in the Pima County Recorder's office on February 27, 2026, at Sequence No. 20260580197 (the "Cascada II Plat"). A copy of the relevant sheets of the Cascada II Plat is included within the packet for Council's reference. The Cascada II Plat is, in part, a resubdivision of portions of the Final Plat for Cascada Village I (Lots 1-430), Blocks I-XVII, "A", "B", "C", "D" & Common Areas "A", "B", "C", "D", "E", "F", "G", "H" & "I" recorded in the Pima County Recorder's office on January 23, 2009 at Book 64 Map and Plats Page 35 (the "Cascada Plat"). The Cascada II Plat includes language in its general notes that purports to abandon public rights-of-way previously dedicated to the Town by the Cascada Plat and by other separate instruments. Pursuant to A.R.S. §28-7205 and A.R.S. §28-7203, the Town Council may abandon public right-of-way no longer needed

and may exchange public right-of-way with an abutting owner for all or part of a new public roadway; however, there is no provision in state law for the administrative abandonment of right-of-way by staff.

If approved, the proposed resolution will ratify the abandonment of public rights-of-way as set forth on the Cascada II Plat, in exchange for public rights-of-way the property owner will be required to dedicate to the Town pursuant to the Cascada II Specific Plan established by the Town Council's October 21, 2025 adoption of Ordinance No. 2025.022, recorded in the Pima County Recorder's office on October 24, 2025 at Sequence No. 20252970201.

Staff Recommendation:

Staff recommends ratification of the abandonment of public rights-of-way as set forth in the Cascada II Plat.

Suggested Motion:

I move to adopt Resolution No. 2026-038: ratifying the abandonment of public rights-of-way as set forth on the Cascada II Plat.

Attachments

Resolution No. 2026-038

Excerpts of Cascada II Plat

MARANA RESOLUTION NO. 2026-038

RELATING TO DEVELOPMENT; RATIFYING THE ABANDONMENT OF PUBLIC RIGHTS-OF-WAY AS SET FORTH ON THE FINAL PLAT FOR CASCADA II C2 BLOCKS 1-10, AND PARCELS A, B, C, D & E

WHEREAS the Arizona Legislature adopted Laws 2025, Chapter 31 (House Bill 2447), signed by Governor Katie Hobbs on March 31, 2025, effective from and after December 31, 2025, requiring all Arizona municipalities to, by ordinance, authorize administrative personnel to review and approve a variety of land use applications, including final plats; and

WHEREAS House Bill 2447 is now codified in the Arizona Revised Statutes at A.R.S. § 9-500.49; and

WHEREAS in conformance with A.R.S. § 9-500.49 the Town Council adopted Ordinance No. 2025.024 to allow administrative review and approval of final plats; and

WHEREAS, on February 26, 2026, the Town of Marana administratively approved the Final Plat for Cascada II C2 Blocks 1-10, and Parcels A, B, C, D & E, recorded in the Pima County Recorder's office on February 27, 2026, at Sequence No. 20260580197 (the "Cascada II Plat"); and

WHEREAS the Cascada II Plat is, in part, a resubdivision of portions of the Final Plat for Cascada Village I (Lots 1-430), Blocks I-XVII, "A", "B", "C", "D" & Common Areas "A", "B", "C", "D", "E", "F", "G", "H" & "I" recorded in the Pima County Recorder's office on January 23, 2009 at Book 64 Map and Plats Page 35 (the "Cascada Plat"); and

WHEREAS the Cascada II Plat purports to abandon public rights-of-way previously dedicated by the Cascada Plat and by separate instruments identified on sheet 5 of the Cascada II Plat; and

WHEREAS pursuant to A.R.S. §28-7205 and A.R.S. §28-7203, the Town Council may abandon public right-of-way no longer needed and may exchange public right-of-way with an abutting owner for all or part of a new public roadway; and

WHEREAS pursuant to the Cascada II Specific Plan established by the Town Council's October 21, 2025 adoption of Ordinance No. 2025.022, recorded in the Pima County Recorder's office on October 24, 2025 at Sequence No. 20252970201, the owners of the property subject to the Cascada II Plat are required to dedicate public rights-of-way to the Town for roadway improvements required by the Town; and

WHEREAS the Mayor and Town Council find that adoption of this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the abandonment of public rights-of-way as set forth on the Cascada II Plat is hereby ratified; the public rights-of-way to be dedicated to the Town in the future pursuant to the Cascada II Specific Plan are hereby considered an exchange for the public rights-of-way abandoned pursuant to the Cascada II Plat; and the Town's manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

GENERAL NOTES

1. THE GROSS AREA OF THE SUBDIVISION IS ±773.9 ACRES (33,710,823 S.F.).
2. THE EXISTING ZONING IS "F" PER THE CASCADA NORTH SPECIFIC PLAN, PCZ-10035, PER ORDINANCE NO. 2011.31 AND CASCADA SPECIFIC PLAN PCZ-0401-001, ORDINANCE NO. 2006.23. THE PROPOSED ZONING IS "F" PER THE CASCADA II SPECIFIC PLAN, PCZ2404-001 PER ORDINANCE NO. 2025.022.
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0.0 MILES.
4. THE TOTAL NUMBER OF NEW BLOCKS PROPOSED WITHIN THIS PLAT IS 10 (TEN).
5. DEVELOPMENT STANDARDS ARE TO BE PER THE CASCADA SPECIFIC II PLAN (PCZ2404-001).
6. THIS DEVELOPMENT WILL COMPLY THE CASCADA SPECIFIC II PLAN (PCZ2404-001). IF AN ISSUE, CONDITION OR SITUATION ARISES THAT IS NOT ADDRESSED OR PROVIDED FOR WITHIN THE RESPECTIVE APPLICABLE SPECIFIC PLANS, THE REGULATIONS OF THE TOWN OF MARANA LAND DEVELOPMENT CODE THAT ARE CURRENT AT THE TIME OF DEVELOPMENT PERMITTING SHALL APPLY.
7. PROJECT AREA TOTALS (SEE SHEET 6 FOR ADDITIONAL DETAILS).
   - A. PARCEL AREAS (A, B, C, D, & E): 2,101,786 S.F. (48.2± AC.). PARCEL LAND USE IS FOR DRAINAGE, ACCESS, PUBLIC & PRIVATE UTILITIES.
   - B. RIGHT-OF-WAY AREA: 1,065,979 S.F. (24.5± AC.).
   - C. BLOCKS 1-10: 30,543,058 S.F. (701.2± AC.).
8. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

(GENERAL NOTES CONTINUED ON SHEET 2)

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 60327 AS RECORDED IN SEQ. NO. 20260580204 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE THE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS, WATER, UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER. SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ 2-26-26
TOWN OF MARANA — DATE

ASSURED WATER SUPPLY

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

BY: _____ 2/23/26
MARANA WATER DIRECTOR — DATE

APPROVAL:

BY: _____ P.E. 2/23/2026
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER — DATE

_____ 2/23/2026
MARANA PLANNING MANAGER — DATE

_____ 2/18/2026
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT — DATE

I, JILL MCCLEARY, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN OF MARANA ON THE 24 DAY OF FEBRUARY, 2026.

_____ 2/24/26
CLERK OF THE TOWN OF MARANA — DATE

BASIS OF ELEVATION

THE BASIS OF ELEVATION IS NGS PID CZ0522, BEING A U.S. COAST & GEODETIC SURVEY BENCHMARK STAMPED "H 140 – 1935" SET IN A HEADWALL ON THE EAST SIDE OF THE WESTBOUND FRONTAGE ROAD OF INTERSTATE 10, APPROXIMATELY 1.4 MILES NORTHWEST OF THE TWIN PEAKS INTERCHANGE. SAID ELEVATION BEING 2089.95 FEET (NAVD 88).

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 15, T-12-S, R-12-E AS SHOWN ON THE FINAL PLAT FOR CASCADA RECORDED IN BOOK 64 OF MAPS AND PLATS AT PAGE 35. SAID BEARING BEING: N 00°42'43" W.

CERTIFICATION

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

PATRICIA GAJDA — R.L.S. NO. 46278
ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. RUTHRAUFF RD.
TUCSON, AZ 85705
(520) 398-6651

Registered Land Surveyor — Certificate No. 46278 — PATRICIA GAJDA — Date Signed 2/11/2026 — ARIZONA U.S.A.

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

JOHN D. WOOD — P.E. NO. 21734

Registered Professional Engineer — Certificate No. 21734 — JOHN D. WOOD — Date Signed 02/11/2026 — ARIZONA U.S.A.

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT ALL INTERIOR GEOMETRY AND EASEMENTS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

JOHN D. WOOD — P.E. NO. 21734

Registered Professional Engineer — Certificate No. 21734 — JOHN D. WOOD — Date Signed 02/11/2026 — ARIZONA U.S.A.

RECORDING

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

GABRIELLA CAZARES-KELLY, PIMA COUNTY, ARIZONA

NO: _____
FEE: $22.00

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF PRESIDIO ENGINEERING, INC., ON THIS 27th DAY OF February, 2026 IN SEQUENCE NO. 20260580197 OF, PIMA COUNTY RECORDS

GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER

BY: _____ 2/27/2026
DEPUTY — DATE

DEDICATION

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

WE HEREBY DEDICATE TO THE TOWN OF MARANA PARCELS A, B, C, D, AND E AS SHOWN ON THIS PLAT.

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

PRIVATE DRAINAGEWAYS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. 20260580205, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NUMBER 60327 ONLY AND NOT OTHERWISE.

BY: _____ DATE: 2-18-26
RACHEL TURNIPSEED, TRUST OFFICER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

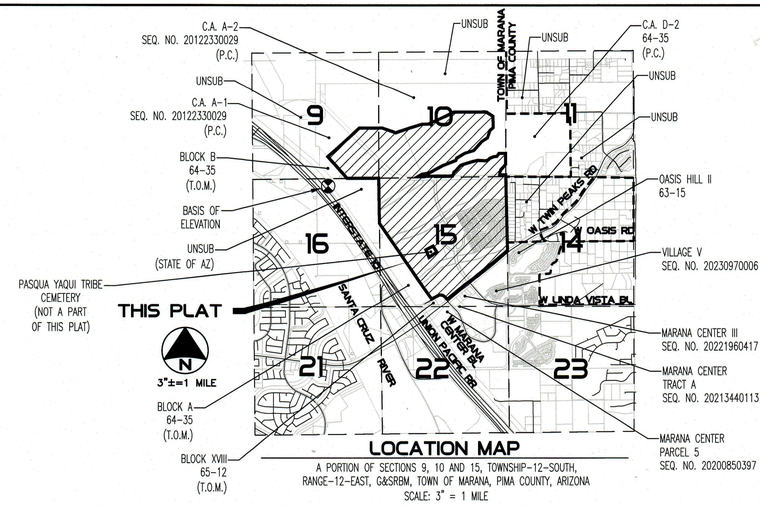
ON THIS 18th DAY OF February, 2026 BEFORE ME, PERSONALLY APPEARED THE UNDERSIGNED OFFICIAL, RACHEL TURNIPSEED WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60327, AND NOT IN ITS CORPORATE CAPACITY, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

MY COMMISSION EXPIRES: 10/03/27
NOTARY PUBLIC

MAGDIELA GARCIA WARNES — Notary Public - State of Arizona — PIMA COUNTY — Commission # 667667 — Expires October 03, 2027

BENEFICIARY

PACIFIC INTERNATIONAL PROPERTIES, L.L.P., AN ARIZONA LIMITED LIABILITY PARTNERSHIP
8710 N. THORNYDALE RD. #120
TUCSON, AZ 85742
ATTN: LARRY KREIS
(520) 408-2300



LOCATION MAP
A PORTION OF SECTIONS 9, 10 AND 15, TOWNSHIP-12-SOUTH, RANGE-12-EAST, G&SRBM, TOWN OF MARANA, PIMA COUNTY, ARIZONA
SCALE: 3" = 1 MILE

ABBREVIATION

AC.	ACRE
AC REBAR/PIPE	ALUMINUM CAPPED
BK	BOOK
BL	BOULEVARD
BM	BENCH MARK
(C)	CALCULATED DIMENSION
C2	INDICATES CASCADA II PLAT (THIS PLAT)
CFS	CUBIC FEET PER SECOND
COR	CORNER
CTR	CENTER
D.A.	DRAINAGE AREA
DKT	DOCKET
DTL.	DETAIL
ESMT	EASEMENT
EXIST.	EXISTING
FND	FOUND
FP	FLOOD PLAIN
FZ3	INDICATES FEMA FLOOD ZONE "A" LIMIT LINE NUMBER (SEE TABLE ON SHT. 22)
ID	INTERIOR DIAMETER
IR	IRON ROD
L2	INDICATES LINE NUMBER (SEE TABLE ON SHT. 3)
LC	LEAD CAPPED
LS	LAND SURVEYOR
MAG	MAGNETIC
MIN	MINIMUM
M&P	MAPS AND PLATS
N/A	NOT APPLICABLE
OD	OUTSIDE DIAMETER
OIP	OPEN IRON PIN
PAG	PIMA ASSOCIATION OF GOVERNMENTS
PC	PIMA COUNTY
PCP	PLASTIC CAP
P.E.	PROFESSIONAL ENGINEER
PG.	PAGE
P.L.S.	PROFESSIONAL LAND SURVEYOR
Q100	100-YR FLOW
(R1)	RECORD VALUE PER RECORD OF SURVEY
(R)	RECORD DIMENSION
(RAD)	RADIAL BEARING
RD	ROAD
RLS	REGISTERED LAND SURVEYOR
RM	ROAD MAPS
R/W	RIGHT-OF-WAY
SEC.	SECTION
SEQ. NO.	INDICATES SEQUENCE NUMBER
S.F.	SQUARE FOOTAGE
SHT.	SHEET
ST	STREET
STD.	STANDARD
SVT	INDICATES SIGHT VISIBILITY TRIANGLE LIMITS
TYP.	TYPICAL
UNSUB	UNSUBDIVIDED
UPRR	UNION PACIFIC RAILROAD

LEGEND

EXISTING — RIGHT-OF-WAY LINE — PROPOSED

- ○ FOUND 1/2" IR TAGGED PLS 22245 EXCEPT WHERE OTHERWISE NOTED
- ● INDICATES NO. 4 REBAR STAMPED BY R.L.S. 46278
- ◉ INDICATES NO. 4 REBAR TAGGED BY AN ARIZONA R.L.S. TO BE SET UPON COMPLETION OF CONSTRUCTION.
- × INDICATES CALCULATED POINT, NOTHING FOUND OR SET
- INDICATES MARANA TOWN LIMITS
- INDICATES SECTION LINE
- INDICATES QUARTER SECTION LINE
- F.E.M.A. ZONE BOUNDARY
- INDICATES PLAT BOUNDARY
- INDICATES NEW BLOCK LINE
- INDICATES EASEMENT LINE.
- INDICATES CENTERLINE
- [1] INDICATES EASEMENT NOTE (SEE SHT. 4 FOR EASEMENT NOTES)
- INDICATES CONTINUATION OF LINE OR CURVE DATA TO MATCHING SHEET
- PROJECT BENCHMARK
- FLOW DIRECTION
- (I / 16) REPRESENTS IMAGE OF FOUND SURVEY MONUMENT
- SHEET BREAK LINES
- (A) INDICATES RIGHT-OF-WAY ABANDONMENT NOTE (SEE SHEETS 4 AND 5 FOR R/W NOTES)

SHEET INDEX

SHEET 1 ..... COVER SHEET
SHEET 2 ..... NOTES SHEET
SHEET 3 ..... PROJECT BOUNDARY
SHEETS 4 & 5 ..... EASEMENT RELEASE – R/W ABANDONMENT
SHEET 6 ..... PUBLIC DRAINAGEWAY PARCEL MAP SHEET
SHEET 7 ..... INDEX MAP SHEET
SHEETS 8-20 ..... BLOCK SHEETS
SHEET 21 ..... BLANKET EASEMENT SHEET
SHEET 22 ..... LINE AND CURVE DATA TABLE SHEET

ADMINISTRATIVE ADDRESS:

6456 W TWIN PEAKS RD

20260580197
MSUBD
02/27/2026 10:20:46 AM Page: 1 of 22
Gabriella Cázares-Kelly Recorder
OFFICIAL RECORDS OF PIMA COUNTY, AZ

FINAL PLAT FOR
CASCADA II
C2 BLOCKS 1-10, AND PARCELS A, B, C, D & E

BEING A RESUBDIVISION OF BLOCKS I-IV OF CASCADA NORTH, AS RECORDED IN SEQUENCE NO. 20122330029 AND VILLAGE I (LOTS 1-430), BLOCKS II, IV-XI, XIII AND COMMON AREAS A-C AND E-I OF CASCADA, AS RECORDED IN BK. 64, PG. 35, M&P.
BEING A PORTION OF SEC. 9, 10 AND 15, T-12-S, R-12-E, G.&S.R.B.M., TOWN OF MARANA, PIMA CO., ARIZONA

PRV2506-004, AND RELATED CASE NO. PCZ2404-001
REFERENCE: PRV0806-003 (PRV07075F); PRV1203-001 (PRV-12004F)
FEBRUARY 11, 2026 — SCALE: AS SHOWN
PRESIDIO JOB No. 123001-01-0106 — SHEET 1 OF 22

Presidio ENGINEERING
Civil • Land Development • Water Resources
190 S. Stratford Dr. Suite 105 • Tucson, Arizona 85716
(520) 795-7255 • Fax (520) 795-6747

SEQ. NO. 20260580197-1

SEQ. NO. 20260580197-1

SEQ. NO. 20260580197-1

\\PSERVER01\DATA\PROJECTS\123001\01\FINAL BLOCK PLAT\123001 FIN-BLOCK PLAT-01.DWG OCE TCS500 COLOUR 2/17/2026 8:34:34 AM

GENERAL NOTES CONTINUED

9. ACCORDING TO THE MASTER DRAINAGE REPORT PREPARED BY CMG, DATED JULY 22, 2024 (DRA2406-001), PORTIONS OF THIS SUBDIVISION ARE LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOODPLAIN (ZONES A01), (SHADED ZONE X) AND (UNSHADED ZONE X) IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 04019C1065L EFFECTIVE DATE JUNE 16, 2011. UNTIL A LETTER OF MAP REVISION (LOMR) HAS BEEN ACCEPTED BY FEMA AND A REVISED MAP HAS BEEN SUBMITTED TO THE TOWN OF MARANA, THE ACTIVITIES THAT TAKE PLACE IN THE PROPOSED (ZONE A01) AREA SHALL GO THROUGH THE TOWN OF MARANA FLOODPLAIN PERMITTING PROCESS.
10. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
11. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.
12. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
13. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
14. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
15. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
16. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
17. ALL LOT, BLOCK, RIGHT-OF-WAY AND CENTERLINE MONUMENTS SET ARE TO BE IN COMPLIANCE WITH THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION SUBSTANTIVE POLICY STATEMENT EFFECTIVE FEBRUARY 22, 2011, AS FOLLOWS: ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.
18. PURSUANT TO A.R.S. § 28-7205, THE TOWN OF MARANA BY ITS APPROVAL OF THIS PLAT ABANDONS IN FAVOR OF THE SUBDIVIDER THE EXISTING PUBLIC RIGHTS-OF-WAY, IDENTIFIED FOR ABANDONMENT ON SHEETS 4 AND 5 OF THIS PLAT, AS WERE ORIGINALLY DEDICATED ON THE CASCADA FINAL PLAT, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON JANUARY 23, 2009, AT BOOK 64 OF MAPS AND PLAT, PAGE 35, AND BY THE SEPARATE INSTRUMENTS IDENTIFIED ON SHEET 5. PURSUANT TO A.R.S. § 28-7215, THE TOWN OF MARANA FINDS BY ITS ADOPTION OF THE RESOLUTION APPROVING THIS PLAT, THAT THE EXISTING PUBLIC RIGHTS-OF-WAY, IDENTIFIED FOR ABANDONMENT ON SHEETS 4 AND 5 OF THIS PLAT, HAVE NO PUBLIC USE AND NO MARKET VALUE.
19. THE PROPERTY SUBJECT TO THIS FINAL PLAT INCLUDES A SPECIAL FLOOD HAZARD AREA (SFHA) ASSOCIATED WITH THE PLATTED BOUNDARY. A CLOMR, CASE NUMBER 25-09-0101R HAS BEEN ACCEPTED BY FEMA AND A LOMR HAS BEEN SUBMITTED TO FEMA. IF THE SUBMITTED LOMR IS NOT ACCEPTED BY FEMA AND DOES NOT BECOME EFFECTIVE, THEN THE PROPERTY OWNER SHALL SUBMIT AN AMENDED FINAL PLAT THAT INCLUDES THE INFORMATION REQUIRED IN MARANA TOWN CODE SECTION 17-15-10, PARAGRAPH (E), SUBPARAGRAPHS (2), (3), (4) AND (8) PRIOR TO ANY DEVELOPMENT WITHIN THE PLATTED BOUNDARY.
20. PURSUANT TO A.R.S. § 9-402 (E), THE TOWN OF MARANA BY ITS APPROVAL OF THIS PLAT ABANDONS IN FAVOR OF THE SUBDIVIDER ALL PUBLIC UTILITY EASEMENTS (PUE), ALL NO VEHICLE ACCESS EASEMENTS (NVAE), ALL PUBLIC MAINTENANCE, UTILITY, SIGNAGE, LANDSCAPE, SIDEWALK, ACCESS EASEMENTS (MUE), AND ALL EASEMENTS IDENTIFIED FOR RELEASE ON SHEET 4 OF THIS PLAT, AS WERE ORIGINALLY DEDICATED ON THE CASCADA FINAL PLAT, RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON JANUARY 23, 2009, AT BOOK 64 OF MAPS AND PLAT, PAGE 35.
21. PRIOR TO THE DEVELOPMENT OF ANY BLOCK WITHIN THIS PLAT, ALL PUBLIC RIGHT-OF-WAY NECESSARY TO PROVIDE ACCESS FROM AN EXISTING PUBLIC ROADWAY TO AND THROUGH THE BLOCK SHALL BE ESTABLISHED.
    ALL 30' PUBLIC ROADWAY EASEMENTS ESTABLISHED BY THIS PLAT AND ASSOCIATED WITH SAID BLOCK DEVELOPMENT SHALL BE CONVERTED TO PUBLIC RIGHT-OF-WAY BY EITHER A NEW FINAL PLAT AND/OR SEPARATE INSTRUMENT.
    ADDITIONAL PUBLIC RIGHT-OF-WAY NEEDED TO PROVIDE ACCESS TO OR THROUGH SAID BLOCK DEVELOPMENT SHALL BE DEDICATED BY A NEW FINAL PLAT AND/OR SEPARATE INSTRUMENT.
    ALL NEW PUBLIC RIGHT-OF-WAY SHALL MEET THE MINIMUM WIDTHS AS ESTABLISHED IN THE APPROVED CASCADA II SPECIFIC PLAN (PCZ2404-001) AND AS REQUIRED BY DEVELOPMENT ENGINEERING.
22. PRIOR TO ANY DEVELOPMENT ON BLOCKS 8 AND 9 OF THIS PLAT, WASH 2 SHALL BE DEDICATED IN ACCORDANCE WITH THE LAND USE CONCEPT CONTAINED WITHIN THE APPROVED CASCADA II SPECIFIC PLAN (PCZ2404-001) AND AS REQUIRED BY DEVELOPMENT ENGINEERING.
23. THE COORDINATION AND FINANCIAL EXPENSE OF ALL ARCHAEOLOGICAL-RELATED WORK REQUIRED FOR THE CASCADA II PROJECT INCLUDING, BUT NOT LIMITED TO, THE LAND AREAS TO BE DEDICATED TO THE TOWN OF MARANA WILL BE THE RESPONSIBILITY OF THE DEVELOPER OF THE RESPECTIVE PROPERTY AND NOT THE TOWN OF MARANA.
24. NOTWITHSTANDING THE FOREGOING, THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT (COLLECTIVELY WITH ANY SUCCESSORS OR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS") HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT TO BE ESTABLISHED PURSUANT TO A DEVELOPMENT AGREEMENT AMONG SUCH DISTRICT, THE OWNERS AND THE TOWN OF MARANA, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION. SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT. SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND December 31, 2076.

☐ NEW EASEMENT KEYNOTES

(MASTER LIST)

1. NEW 30' PUBLIC ACCESS EASEMENT BY THIS PLAT.

Presidio ENGINEERING
Civil • Land Development • Water Resources
190 S. Stratford Dr. Suite 105 • Tucson, Arizona 85716
(520) 795-7255 • Fax (520) 795-6747

REGISTERED LAND SURVEYOR CERTIFICATE NO. 46278 PATRICIA GAJDA DATE SIGNED 6/11/2026 ARIZONA U.S.A.

Registered Professional Engineer (Civil) CERTIFICATE NO. 21734 JOHN D. WOOD Date Signed 6/11/26 ARIZONA U.S.A.

Registered Professional Engineer (Civil) CERTIFICATE NO. 21734 JOHN D. WOOD Date Signed 6/11/26 ARIZONA U.S.A.

IN COMPLIANCE WITH CERTIFICATION STATEMENT SHOWN ON SHEET 1

FINAL PLAT FOR
CASCADA II
C2 BLOCKS 1-10, AND PARCELS A, B, C, D & E

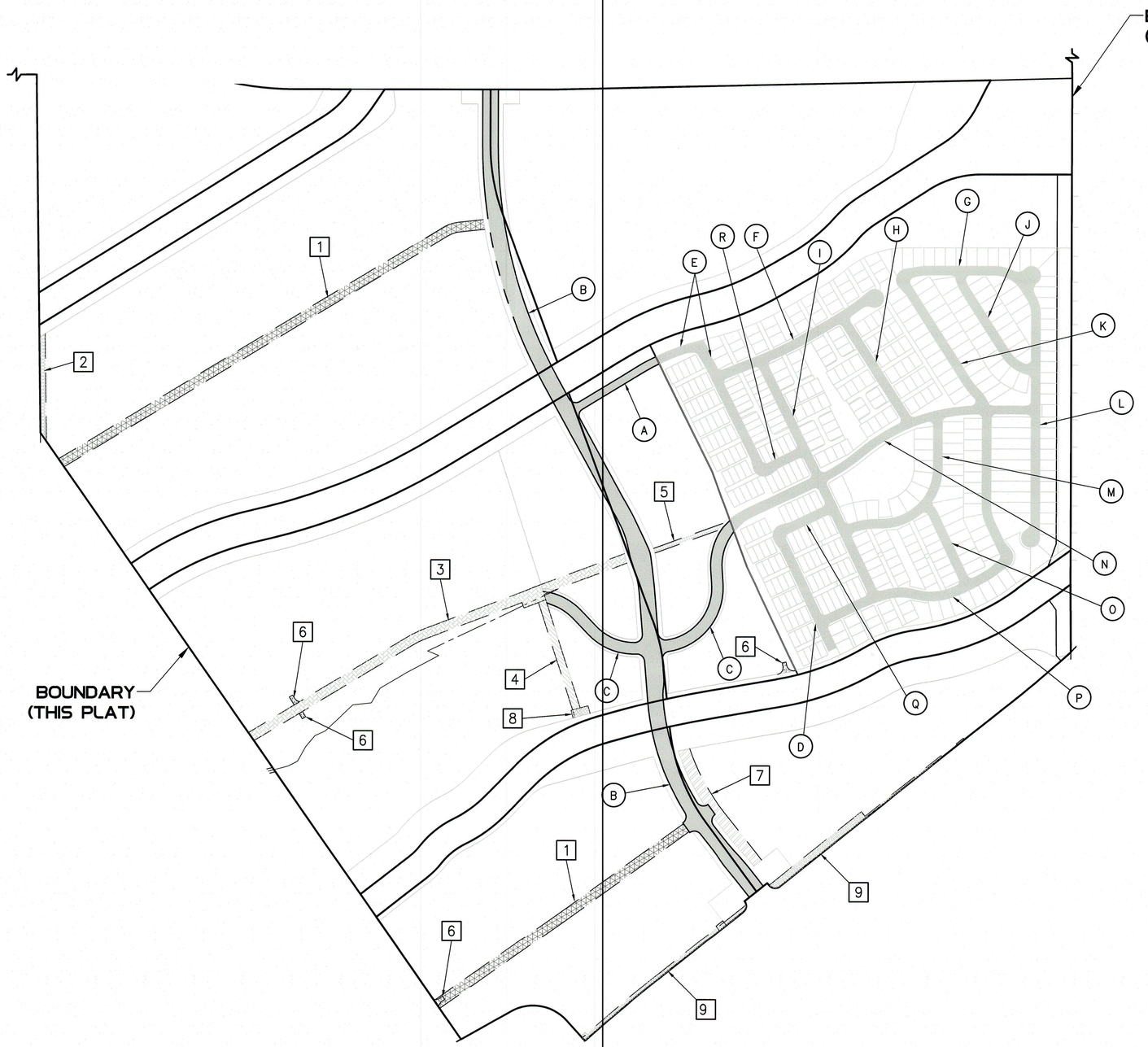
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BEING A PORTION OF SEC. 9, 10 AND 15, T-12-S, R-12-E, G.&S.R.B.M., TOWN OF MARANA, PIMA CO., ARIZONA

PRV2506-004, AND RELATED CASE NO. PCZ2404-001
REFERENCE: PRV0806-003 (PRV07075F); PRV1203-001 (PRV-12004F)
FEBRUARY 11, 2026 SCALE: AS SHOWN
PRESIDIO JOB No. 123001-01-0106 SHEET **2** OF 22

SEQ. NO. 20260580197-2

SEQ. NO. 20260580197-2

\\PSERVER01\DATA1\PROJECTS\123001\01\FINAL BLOCK PLAT\123001 FIN-BLOCK PLAT-02.DWG OCE TCS500 COLOUR 2/17/2026 8:37:06 AM



EASEMENT RELEASE KEYNOTES

1. EXISTING TEMPORARY 50' PUBLIC UTILITY AND PUBLIC SEWER EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
2. EXISTING PUBLIC UTILITY AND PUBLIC SEWER EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
3. EXISTING 50' PUBLIC UTILITY AND PUBLIC SEWER EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
4. EXISTING 40' PUBLIC SEWER EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
5. EXISTING 25' PUBLIC DRAINAGE EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
6. EXISTING TEMPORARY PUBLIC SEWER EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
7. EXISTING TEMPORARY PUBLIC DRAINAGE EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
8. EXISTING PRIVATE DRAINAGE EASEMENT PER BK. 64, PG. 35, M&P RELEASED BY THIS PLAT.
9. EXISTING VARYING WIDTH PUBLIC SLOPE EASEMENT PER DKT. 13413, PG. 2261 & DKT. 13421, PG. 3619 RELEASED BY THIS PLAT.

RIGHT-OF-WAY ABANDONMENT KEYNOTES

A. EXISTING CALLE C'ACERES PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

B. EXISTING CASCADA BLVD PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH PORTIONS OF C2 BLOCKS 1, 2, 3, 4 5, 6 AND C.A. "A" #1 & #2.

C. EXISTING ALMA GITANA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH PORTIONS OF C2 BLOCKS 3 & 4.

D. EXISTING CALLE OSUNA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

E. EXISTING CALLE C'ACERES PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

F. EXISTING CALLE DEL CONVENTO PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

G. EXISTING CALLE JA'EN PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

H. EXISTING CALLE EL PALMITO PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

I. EXISTING CALLE DE LOS CAZADORES PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

J. EXISTING CALLE LOJA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

K. EXISTING CALLE GENIL PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

L. EXISTING CALLE PEINETA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

M EXISTING CALLE TRENZ'ON PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

N. EXISTING ALMA GITANA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

O. EXISTING EL CORCEL PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

P. EXISTING CALLE SAN ROQUE PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

Q. EXISTING CALLE MARBELLA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

R. EXISTING CALLE BAZA PUBLIC R/W PER BK. 64, PG. 35, M&P ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 4.

(RIGHT-OF-WAY ABANDONMENT KEYNOTES CONTINUED ON SHEET 5)

EASEMENT RELEASE & RIGHT-OF-WAY ABANDONMENT DETAIL

SCALE" 1"=300'

IN COMPLIANCE WITH CERTIFICATION STATEMENT SHOWN ON SHEET 1

FINAL PLAT FOR

CASCADA II

C2 BLOCKS 1-10, AND PARCELS A, B, C, D & E

BEING A RESUBDIVISION OF BLOCKS I–IV OF CASCADA NORTH, AS RECORDED IN SEQUENCE NO. 20122330029 AND VILLAGE I (LOTS 1–430), BLOCKS II, IV–XI, XIII AND COMMON AREAS A–C AND E–I OF CASCADA, AS RECORDED IN BK. 64, PG. 35, M&P.
BEING A PORTION OF SEC. 9, 10 AND 15, T–12–S, R–12–E, G.&S.R.B.M., TOWN OF MARANA, PIMA CO., ARIZONA

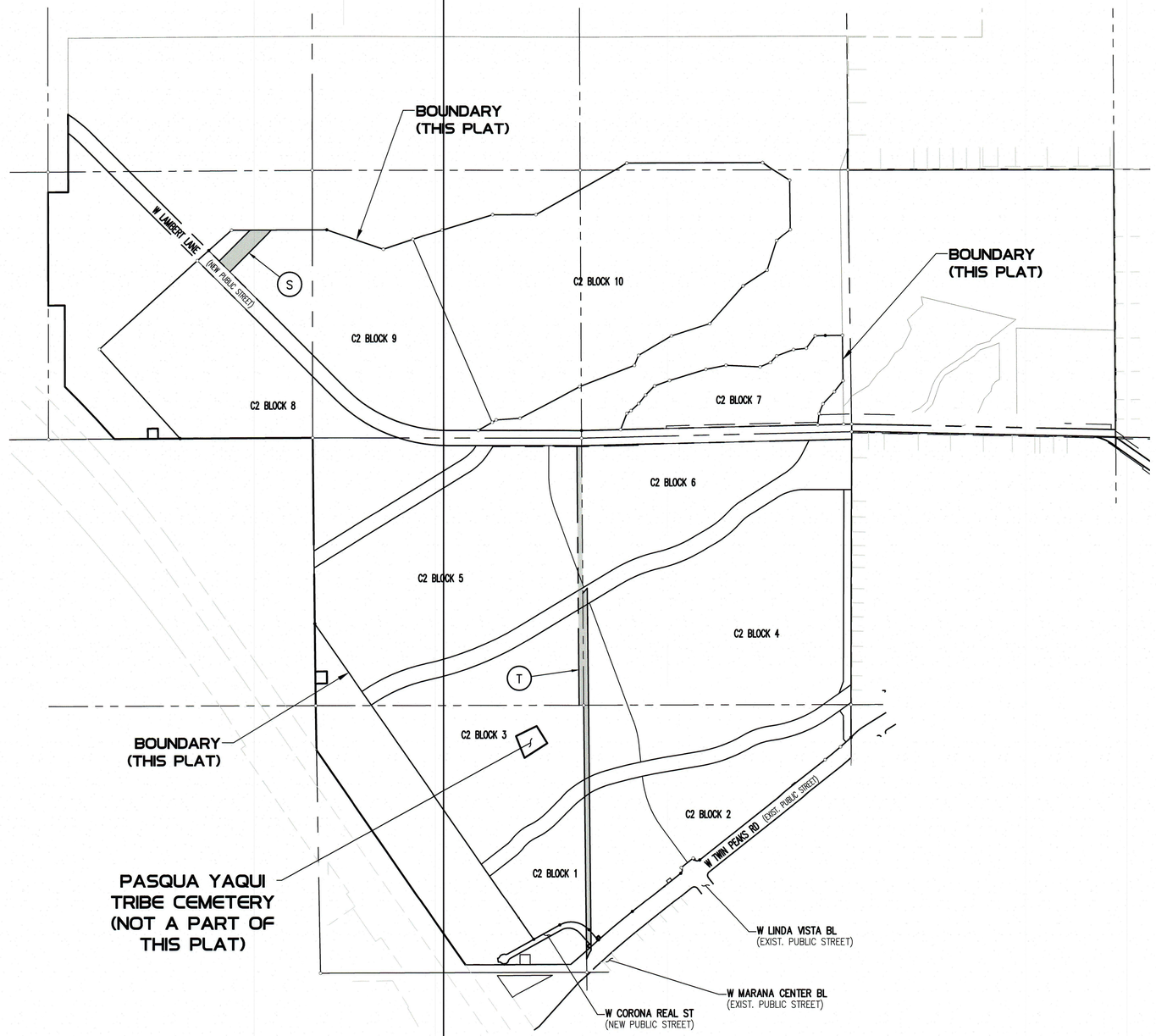
PRV2506-004, AND RELATED CASE NO. PCZ2404-001
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FEBRUARY 11, 2026 SCALE: AS SHOWN
PRESIDIO JOB No. 123001-01-0106 SHEET **4** OF 22

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SEQ. NO. 20260580197-4

Marana Regional Airport Master Drainage Report
June 16, 2020

SEQ. NO. 20260580197-4
\\PSERVER01\DATA\PROJECTS\123001\01\FINAL BLOCK PLAT\123001 FIN-BLOCK PLAT-04.DWG OCE TCS500 COLOUR 2/17/2026 8:47:59 AM



ADDITIONAL RIGHT-OF-WAY ABANDONMENT DETAIL

SCALE: 1"=600'

RIGHT-OF-WAY ABANDONMENT KEYNOTES CONTINUED

S. EXISTING 150' PUBLIC R/W PER DKT. 8096, PG. 1869 AND DKT. 8527, PG. 359 ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCK 9.

T. EXISTING 45' PUBLIC R/W PER DKT. 8096, PG. 1869 AND DKT. 8527, PG. 359 ABANDONED BY THIS PLAT AND WILL UNIFY WITH C2 BLOCKS 1, 3 5 & 6.

SEQ. NO. 20260580197-S

\\PSERVER01\DATA1\PROJECTS\123001\01\FINAL BLOCK PLAT\123001 FIN-BLOCK PLAT-05.DWG OCE TCS500 COLOUR 2/17/2026 8:45:00 AM

Presidio INFRASTRUCTURE
Civil • Land Development • Water Resources
190 S. Stratford Dr. Suite 105 • Tucson, Arizona 85716
(520) 795-7255 • Fax (520) 795-6747

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46278
PATRICIA
GAJDA
DATE SIGNED 2/11/2026
ARIZONA U.S.A.

Registered Professional Engineer (Civil)
CERTIFICATE NO.
21734
JOHN D.
WOOD
DATE SIGNED 02/11/26
ARIZONA U.S.A.

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IN COMPLIANCE WITH CERTIFICATION STATEMENT SHOWN ON SHEET 1

FINAL PLAT FOR

CASCADA II

C2 BLOCKS 1-10, AND PARCELS A, B, C, D & E

BEING A RESUBDIVISION OF BLOCKS I–IV OF CASCADA NORTH, AS RECORDED IN SEQUENCE NO. 20122330029 AND VILLAGE I (LOTS 1–430), BLOCKS II, IV–XI, XIII AND COMMON AREAS A–C AND E–I OF CASCADA, AS RECORDED IN BK. 64, PG. 35, M&P.
BEING A PORTION OF SEC. 9, 10 AND 15, T–12–S, R–12–E, G.&S.R.B.M., TOWN OF MARANA, PIMA CO., ARIZONA

PRV2506-004, AND RELATED CASE NO. PCZ2404-001
REFERENCE: PRV0806-003 (PRV07075F); PRV1203-001 (PRV-12004F)
FEBRUARY 11, 2026 SCALE: AS SHOWN
PRESIDIO JOB No. 123001-01-0106 SHEET **5** OF 22

Council-Regular Meeting **C3**

Meeting Date: 06/16/2026

To: Mayor and Council

Submitted For: Curt Woody, Director of Economic Development and Tourism

From: Stefanie Boe, Tourism and Marketing Manager

Date: June 16, 2026

Strategic Plan Focus Area:
Thriving Commerce

Strategic Plan Focus Area Additional Info:
GOAL: PROVIDE A SUPPORTIVE ENVIRONMENT FOR INDUSTRY LEADERS, STARTUPS, SMALL BUSINESSES, AND ENTREPRENEURS THROUGH EVERY STAGE OF BUSINESS DEVELOPMENT.
STRATEGY: Evaluate and implement economic development tools and strategies to support the retention and expansion of Marana key employers and attract new compatible sectors.

Subject: Resolution No. 2026-039: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to add "manufactured building activities" pursuant to Section 8-427 of the Marana Tax Code to the definition of "Marana construction sales tax" (Curt Woody)

Discussion:

The Mayor and Council originally adopted the Marana Job Creation Incentive Program (MJCIP) on May 4, 2010, by the adoption of Resolution No. 2010-044. The Mayor and Council have amended, expanded, and extended the MJCIP from time to time, most recently by the adoption of Resolution No. 2025-029 on April 1, 2025. The purpose of the MJCIP is to make the Town of Marana more competitive in the attraction, retention, and expansion of job-creating businesses and industries, defined in the program as "Targeted Employers."

To qualify for reimbursement under the MJCIP, a Targeted Employer must generate

$120,000 in “Marana construction sales tax” (or $24,000 prior to the April 1, 2025 revisions to the program). “Marana construction sales tax” is defined in the MJCIP as being those taxes generated pursuant to Section 8-415 and 8-416 of the Marana Tax Code.

If approved, the resolution included in these agenda materials will amend the MJCIP to revise the definition of "Marana construction sales tax" to include the manufactured building activities as set forth in Section 8-427 of the Marana Tax Code.

Financial Impact:

The revision to the MJCIP program is not expected to have any additional financial impact to the Town as compared to the current program.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-039.

Suggested Motion:

I move to adopt Resolution No. 2026-039, amending the Marana Job Creation Incentive Program (MJCIP) to add "manufactured building activities" pursuant to Section 8-427 of the Marana Tax Code to the definition of "Marana construction sales tax".

Attachments

Resolution No. 2026-039
Exhibit A to Resolution

MARANA RESOLUTION NO. 2026-039

RELATING TO ECONOMIC DEVELOPMENT; AMENDING THE MARANA JOB CREATION INCENTIVE PROGRAM (MJCIP) TO ADD "MANUFACTURED BUILDING ACTIVITIES" PURSUANT TO SECTION 8-427 OF THE MARANA TAX CODE TO THE DEFINITION OF "MARANA CONSTRUCTION SALES TAX"

WHEREAS A.R.S. § 9-500.11 authorizes the Town to make expenditures in support of economic development; and

WHEREAS the Mayor and Council originally adopted the Marana Job Creation Incentive Program (MJCIP) on May 4, 2010 by the adoption of Resolution No. 2010-044; and

WHEREAS the Mayor and Council have amended, expanded, and extended the MJCIP from time to time, most recently by the adoption of Resolution No. 2025-029 on April 1, 2025; and

WHEREAS the purpose of the MJCIP is to make the Town of Marana more competitive in the attraction, retention, and expansion of job-creating businesses and industries; and

WHEREAS to qualify for reimbursement under the MJCIP, a Targeted Employer must generate $120,000 in "Marana construction sales tax" (or $24,000 prior to the April 1, 2025 revisions to the program); and

WHEREAS "Marana construction sales tax" is defined in the MJCIP as being those taxes generated pursuant to Section 8-415 and 8-416 of the Marana Tax Code; and

WHEREAS if adopted, this resolution would amend the MJCIP to revise the definition of "Marana construction sales tax" to include the manufactured building activities as set forth in Section 8-427 of the Marana Tax Code; and

WHEREAS the Mayor and Council find that amending the Marana Job Creation Incentive Program as provided in this resolution is in the best interests of the Town and its citizens.

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

SECTION l. The Marana Job Creation Incentive Program is hereby amended as set forth in Exhibit A attached to this resolution and incorporated herein by this reference in

this resolution, with deletions shown with ~~strikeouts~~ and additions shown with double underlining.

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 MJCIP.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Title:	Marana Job Creation Incentive Program (MJCIP)
Effective Date:	January 1, 2013
Type of Action:	Approved by Marana Resolution No. 2012-087
Revision History:	Marana Resolution Nos. 2017-029, 2021-052, 2022-055, 2024-109, 2025-029

Purpose

The purpose of the Marana Job Creation Incentive Program (MJCIP) is to make the Town of Marana more competitive in the attraction, retention, and expansion of job-creating businesses and industries.

Definitions

1. **Targeted Employer:** A non-retail business or industry, except for those retail businesses or industries described in paragraph c, below, that meets all of the following qualifications:
    a. Relocates or expands into buildings and other improvements for which at least $120,000 in Marana construction sales tax has been generated since January 1, 2013. The qualification set forth in this paragraph is referred to in the MJCIP as the "Minimum Construction Requirement." The Targeted Employer is responsible to track and provide supporting documentation for Marana construction sales tax actually paid in connection with the construction of Targeted Employer's facility. Any contractor who does other taxable construction work in the town limits of Marana while working on Targeted Employer's facility must provide Marana with a separate accounting of Marana construction sales tax paid in connection with the construction of Targeted Employer's facility.
    b. Since January 1, 2013, has created at least ten new jobs in Marana with wages that equal or exceed $60,000.
    c. Notwithstanding the general exclusion of retail businesses and industries, automobile and recreational vehicle dealerships may qualify as Targeted Employers if they meet all of the qualifications outlined in paragraphs a and b, above. In addition, other retail businesses and industries similar to those enumerated in this paragraph c may qualify as Targeted Employers for

purposes of this resolution, if approved by the Town Manager and if the Town Attorney determines that including them is within the Town's legal authority.

d. Notwithstanding the provisions of paragraphs a and b above, data centers, as defined in the Marana Town Code, are excluded from the definition of Targeted Employer for purposes of the MJCIP.

2. **Marana construction sales tax:** Marana transaction privilege taxes ~~(currently 4%)~~ generated pursuant to Section 8-415 and 8-416 of the Marana Tax Code from construction contracting and speculative builder activities and pursuant to Section 8-427 of the Marana Tax Code from manufactured building activities.

Economic Incentives

The Town Manager is authorized to implement the economic incentives set forth below at a cost, for each Targeted Employer, not to exceed the Marana construction sales tax revenues received by the Town for the construction of that Targeted Employer's facility.

A. Interstate 10 Corridor/Main Arterial Roadway Beautification Reimbursement. Actual costs for beautification of public right-of-way adjacent to Targeted Employer's facilities and located in the town limits of Marana along the Interstate 10 corridor or along main arterial roadways (as defined in the Town of Marana General Plan), including installation of landscaping.

B. Student Internship and Training Opportunities Costs. Actual costs of internship and training programs that educate high school and college students who are Marana residents in the Targeted Employer's primary field of business or industry.

C. Public Infrastructure Costs. Actual costs of constructing public infrastructure needed to serve the Targeted Employer's facilities, including without limitation the cost of any Town of Marana-adopted development impact fees paid by or on behalf of the Targeted Employer toward public infrastructure.

D. Other Similar Incentives. Actual costs of any other economic incentive similar to those enumerated in this resolution that the Town Manager approves and the Town Attorney determines is within the Town's legal authority.

For each Targeted Employer, the economic incentives authorized by this Marana Job Creation Incentive Program are available for a period of three years, beginning on the date the Town issues a certificate of occupancy for the Minimum Construction Requirement, and ending on the third anniversary of that date.

While the MJCIP is in effect and during the three-year period described above, the use of those Marana construction sales tax revenues addressed by the MJCIP shall control over any other conflicting or different use of Marana construction sales tax revenues as directed in previously-adopted Marana resolutions.

Responsibilities

The Town Manager is authorized to administer and interpret the Marana Job Creation Incentive Program, and the various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to the MJCIP.

MJCIP Term

Pursuant to Marana Resolution No. 2022-055, the Marana Job Creation Incentive Program sunsets on April 4, 2032.

Council-Regular Meeting **C4**

Meeting Date: 06/16/2026

To: Mayor and Council

Submitted For: Stefanie Boe, Tourism and Marketing Manager

From: Stefanie Boe, Tourism and Marketing Manager

Date: June 16, 2026

Strategic Plan Focus Area:
Thriving Commerce, Cherished Heritage

Subject: Resolution No. 2026-040: Relating to Economic Development and Tourism; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2026-2027 to support operation of the Marana Visitor Center and provision of services to the Marana community (Stefanie Boe)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "promote a thriving community through connected business leadership." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. For many years, the Town and the Chamber have worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council.

Under the proposed agreement for FY 26-27, the Town will provide $70,000 in funding for the Chamber's operation of the Marana Visitor Information Center and for other activities undertaken by the Chamber pursuant to the agreement. Under the agreement, the Chamber will: 1. Operate the Marana Visitor Information Center during established business hours of 9:00 AM – 4:00 PM, Monday through Thursday and 9:00 AM-12:00 PM, on Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local

Visitor Information Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance and experience, and in finding volunteer staffing for the Center. 2. Provide a link to the Town's tourism website for visitor information. 3. Include the Discover Marana logo on the Chamber's community investors list and tourism materials. 4. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events. 5. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution. Town will have option to submit tourism content (3-4 page spread) in the annual guide. 6. Coordinate with the Town Manager's office staff to organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs. 7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town and the Town's Tourism Master Plan. 8. Partner with the Marana Film Office on events and activities to promote the film industry in the Town. The Chamber will monitor and report quarterly on progress in each of these categories. The term of the agreement is one year, expiring on June 30, 2027.

Financial Impact:

Fiscal Year:	2027
Budgeted Y/N:	Y
Amount:	$70,000

The amount of $70,000 is budgeted in the Bed Tax Fund and remains unchanged from the previous year.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2026-040, approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2026-2027 to support operation of the Marana Visitor Center and provision of services to the Marana community.

Attachments

Resolution No. 2026-040

Exhibit A to Resolution

MARANA RESOLUTION NO. 2026-040

RELATING TO ECONOMIC DEVELOPMENT AND TOURISM; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2026-2027 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS, Thriving Commerce is a focus area of the Town's Strategic Plan and has a goal to expand Marana's tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events; and

WHEREAS, to achieve this goal, the Town seeks to enhance visitor experiences and partner with stakeholders to promote Marana's entertainment, recreation, sports and cultural events, and hospitality venues; and

WHEREAS, the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding agreement between the Town and the Marana Chamber of Commerce, Inc. for FY 2026-2027, substantially in the same form attached to and incorporated within this resolution as Exhibit A, is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona this 16th day of June, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("Chamber"). The Town and Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Thriving Commerce is a focus area of the Town's Strategic Plan and has a goal to expand Marana's thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events. To achieve this goal, the Town seeks to enhance visitor experiences and partner with stakeholders to promote Marana's entertainment, recreation, sports and cultural events, and hospitality venues.

B. Chamber is a nonprofit corporation that serves to improve the economic environment for its members and the community as a whole and operates a Visitor Center and provides other services for the community that promote tourism and, therefore, benefit the Town and its residents.

C. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

D. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used, and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits $70,000 of funding from Town's Fiscal Year 2026-2027 budget to Chamber to assist in funding Chamber's Tourism and Economic Development activities under this Agreement.

Section 2. Town Representative. Chamber shall report to and coordinate duties with the Town Manager's Office staff (the "Town Representatives").

Section 3. Outputs. Between July 1, 2026, and June 30, 2027, Chamber hereby agrees to provide the following outputs with Town's general assistance, funding provided under this Agreement:

3.1. Chamber will operate the Marana Visitor Center during established business hours of Monday through Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

3.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

3.3. Chamber will include the Discover Marana logo on the Chamber's community investors list and tourism materials.

3.4. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

3.5. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory/guide. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories/guide for its own distribution. Town will have the option to submit tourism content (3-4 page spread) in the annual guide.

3.6 Chamber will coordinate with the Town Representatives to organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

3.6.1 Town will establish the event theme, brand, and the State of the Town presentation. The Town's established brand package will be delivered to Chamber. Use of brand package shall be approved by Town prior to printing. The Town presentation shall include: speech preparation and coordination with the Mayor and additional speakers, audio/visuals, rehearsals, and final run-through.

3.6.2 Chamber will manage State of the Town event logistics relating to Chamber operations, including sponsorships and table reservations. Chamber shall use the Town's established brand package across their print deliverable needs (table tents,

programs, etc.). Prior to printing, Chamber shall submit print deliverable to Town prior to printing.

3.6.3 Town and Chamber will both market the State of the Town.

3.7 Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town and the Town's Tourism Master Plan. Chamber will partner with the Town to develop marketing campaigns to promote local tourism using social media, brochures, and local events.

3.8 Chamber will partner with the Marana Tourism office on events and activities to promote the film industry in Town.

Section 4. Payments. Town shall pay Chamber in three installments of $23,333.33 each, once per quarter, except the fourth quarter of Town's fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 5. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 3 of this Agreement. Town may additionally request a written or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 3 of this Agreement.

Section 6. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

6.1. $1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

6.2. $1,000,000 per occurrence business automobile liability (if the Chamber has vehicles)

6.3. $1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

6.4. State of Arizona minimum workers' compensation coverage

6.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 7. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

7.1. Articles of incorporation.

7.2. Current bylaws.

7.3. List of current members of Chamber's Board of Directors.

7.4. Current fiscal year's budget approved by Chamber's Board of Directors.

7.5. Internal Revenue Service designation letter.

Section 8. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 6 above or to Chamber's corporate documentation listed in Section 7 above shall be provided to Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 6 above or that in Town's reasonable opinion materially affect Chamber's ability to deliver the outputs set forth in Section 3 above constitute default for which Town may withhold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 9. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 11 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 9.1 and 9.2 below.

9.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator

within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

9.2. Arbitration. If mediation (paragraph 9.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 10. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 11. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13251 N. Lon Adams Rd.

Marana, Arizona 85653

Section 12. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 13. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 14. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 15. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 16. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

Section 17. Time Essence. Time is of the essence for purposes of this Agreement.

Section 18. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 19. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 20. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 21. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 23. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 24. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 25. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

Section 26. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

Section 27. Interpretation. This Agreement has been negotiated by Town and Chamber, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

Section 28. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 29. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 30. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 31. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 32. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on June 30, 2027, unless sooner terminated by the mutual consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Chamber:
MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Printed: _____
Its: _____
Date: _____

EXHIBITS

A. Payment Request Form

B. Quarterly Report Form

TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2026-2027)

Agency/Contractor: Marana Chamber of Commerce, Inc.

Project Name: Visitor's Center Operations

Prepared by: _____
Name: Title:

Authorized by: _____
Authorized Signer Date:

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: $ _____

+ / - Adjustments (Program Income/Other): $ _____

Net Request This Period: $ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	$ 70,000.00	$ -0-	$ -0-	$ 70,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	$	$	$	$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: £ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana
Quarterly Report – Exhibit B
Fiscal Year 2026-2027

Agency Name: Marana Chamber of Commerce, Inc. **Project:** Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1-September 30 2026	October 1-December 31 2026	January 1-March 31 2027	April 1-June 30 2027	Year-to- Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Official Marana Guides/Map to area merchants, visitor centers, and attractions. **Data Source:** Chamber records						
Output: The Chamber will offer up to 2,500 of the 8000 Official Marana Guides/Map to the town for town distribution. **Data Source:** Chamber records						
Output: The Visitor's Center will operate Monday - Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays. **Data Source:** Calendar						
Output: The Visitor Center will track attendance and target a 10% increase over the 2025-2026 fiscal year total. **Data Source:** Chamber records						
Output: The Chamber will track the number of tourism-related activities it performs. **Data Source:** Chamber records						

Council-Regular Meeting **C5**

Meeting Date: 06/16/2026

To: Mayor and Council

Submitted For: Andrea De La Cruz, Assistant to the Town Manager

From: Andrea De La Cruz, Assistant to the Town Manager

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-041: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2027 (Andrea De La Cruz)

Discussion:

The Town of Marana has contracted with Triadvocates, LLC for lobbying services since 2010. In keeping with the Legislative Program adopted annually by the Town Council, Triadvocates pursues and defends Marana's legislative priorities at the Arizona State Legislature. This includes communicating directly with legislators and their staff, outside stakeholders, and other governmental bodies as needed to achieve desired legislative outcomes. Additionally, Triadvocates advises the Town on ongoing legislation and legislative issues, providing information and strategic guidance throughout the legislative session.

The proposed Lobbying Services Agreement is for a term of one year, from July 1, 2026 through June 30, 2027. The annual compensation has been adjusted upward from the 2025-2026 agreement.

Financial Impact:

Fiscal Year: 2026-2027

Budgeted Y/N:	Y
Amount:	$65,000

Staff Recommendation:

Staff recommends approval of the Triadvocates contract.

Suggested Motion:

I move to adopt Resolution No. 2026-041; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2027.

Attachments

Resolution No. 2026-041

Exhibit A to Resolution

MARANA RESOLUTION NO. 2026-041

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC FOR FISCAL YEAR 2027

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the lobbying services agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC for fiscal year 2027 attached to this resolution as Exhibit A is hereby approved, and the Town Manager is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TRIADVOCATES LLC, a Delaware limited liability company ("TRIADVOCATES").

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

A. ENGAGEMENT AND SCOPE OF SERVICES: The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES' duties shall include providing lobbying services for the Town before state government bodies and officials.

B. REPRESENTATION OF OTHER CLIENTS: Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.

C. COMPENSATION: For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of $5,416.66 per month, with total compensation under this Agreement not to exceed $65,000.

D. CHARGES FOR COSTS AND EXPENSES: With the Town Manager's prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.

E. BILLING: TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2026, and shall continue in full force and effect until June 30, 2027 unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

A. TERMINATION: This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

B. **MODIFICATION:** This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

A. **ENTIRE AGREEMENT:** This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

B. **NO ASSIGNMENT:** TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.

C. **INDEPENDENT CONTRACTOR STATUS:** TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.

D. **GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.

E. **ATTORNEYS' FEES:** If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.

F. **SEVERABILITY:** If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

G. **CONFLICT OF INTEREST:** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

H. **COMPLIANCE WITH IMMIGRATION LAWS:** TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

By:_____
Terry S. Rozema, Town Manager

Dated:_____

TRIADVOCATES LLC:

By:_____
Julie Rees, Principal
EIN/SSN: 42-1528332

Dated:_____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C6**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-042: Relating to Personnel; approving and adopting amendments to the Town of Marana Revised Personnel Policies and Procedures; revising Chapter 1 “General Employment Rights and Responsibilities” Policy 1-2 “Code of Ethics”; Chapter 3 “Classification and Compensation” Section 3-1-4 “Temporary Positions”; various policies and sections of Chapter 4 “Employment Benefits and Leaves”; and Chapter 8 “Termination of Employment” Section 8-2-3 “Final Pay Check” (Curry C. Hale)

Discussion:
The proposed revision to Section 1-2 "Code of Ethics" adds the word "cultural" and deletes the word "core" to align with what we call our values.

The proposed revision to Section 1-2-3 "Conflict of Interest" adds the dollar amount "$50" and deletes the dollar amount "$25" to account for the cost of goods increasing since the policy was updated.

The proposed revision to Section 3-1-4 "Temporary Positions" adds the words "defined, nonrecurrent" to be more specific with the verbiage.

The proposed revision to Section 4-1-5 "Request for Vacation Leave" adds language that requires employees to get approval from the Department Head for vacation leave that has them out of the office in excess of 21 calendar days.

The proposed revision to Section 4-3-5 "Request for Planned Managed Time Off Leave"

adds language that requires an employee to work a regular full shift before being eligible for additional planned MTO leave.

The proposed revision to Section 4-5-1 "Military Leave Eligibility" adds language to specifically identify who's eligible and who's not for military leave.

The proposed revision to Section 4-6-4 "Definition of Immediate Family" (Bereavement Leave) adds language to specifically define "child".

The proposed revision to Section 4-8-4 "Compensation" (Administrative Leave) adds language to specify paid leave usage for employees on administrative leave for medical and non-medical purposes.

The proposed revision to Section 4-9-2 "Eligibility" (Leave Donation) adds language to specify eligibility for donated leave when long-term disability is approved.

The proposed revision to Section 4-15-2 "Jury Duty" adds language that confirms how long employees are paid jury duty leave.

The proposed revision to Section 4-16-1 "Eligibility" (Parental Paid Time Off) adds language to specify when the leave ends.

The proposed revision to Section 4-16-7 "Reimbursement of Parental Paid Time Off Pay" adds language to specify requirements for employees to avoid reimbursement of leave used and, if requirements are not met, how the organization will be reimbursed.

The proposed revision to Section 8-2-3 "Final Pay Check" adds language to specify how employees' final wages will be rendered.

Staff Recommendation:

Staff recommends approval and adoption of amendments to the Town's Personnel Policies and Procedures, Chapter 1 - General Employment Rights and Responsibilities, Chapter 3 - Classifications and Compensation, Chapter 4 - Employment Benefits and Leaves, and Chapter 8 - Termination of Employment.

Suggested Motion:

I move to adopt Resolution No. 2026-042, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 1 - General Employment Rights and Responsibilities, Chapter 3 - Classifications and Compensation, Chapter 4 - Employment Benefits and Leaves, and Chapter 8 - Termination of Employment.

Attachments

Resolution No. 2026-042

Exhibit A - Misc. Personnel Policy Revisions

MARANA RESOLUTION NO. 2026-042

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN OF MARANA REVISED PERSONNEL POLICIES AND PROCEDURES; REVISING CHAPTER 1 "GENERAL EMPLOYMENT RIGHTS AND RESPONSIBILITIES" POLICY 1-2 "CODE OF ETHICS"; CHAPTER 3 "CLASSIFICATION AND COMPENSATION" SECTION 3-1-4 "TEMPORARY POSITIONS"; VARIOUS POLICIES AND SECTIONS OF CHAPTER 4 "EMPLOYMENT BENEFITS AND LEAVES"; AND CHAPTER 8 "TERMINATION OF EMPLOYMENT" SECTION 8-2-3 "FINAL PAY CHECK"

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

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

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

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

SECTION 1. The Town of Marana Revised Personnel Policies and Procedures are hereby amended as set forth in Exhibit A attached to and incorporated by this reference in this resolution.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SECTION 1. Chapter 1 "General Employment Rights and Responsibilities" Policy 1-2 "Code of Ethics" of the Town of Marana Revised Personnel Policies and Procedures is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

POLICY 1-2 CODE OF ETHICS

The Town of Marana code of ethics defines a foundation of behavior for all employees of the Town to follow. Employees of the Town of Marana hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in exercise and performance of their official powers and duties. The Town recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This code of ethics establishes those standards.

The code of ethics is supported by the Town's four ~~core~~ cultural values that form the ethical foundation for the Town of Marana: Dedicated Service, Respect, Teamwork, and Engaged Innovation.

1. **Dedicated Service:** We are dedicated to service and excellence. Our primary purpose is to serve Marana residents, businesses, and visitors and provide, with the resources available, a quality well-managed community.
2. **Respect:** We treat everyone in our community (both employees and citizens) like family. We value diversity of thought and experience by every member of the Town organization.
3. **Teamwork:** We trust and value each other. We share, collaborate, and partner as professionals to enhance the quality of work produced for Marana residents, businesses, and visitors.
4. **Engaged Innovation:** We do what it takes to make the Town of Marana better. We strive to continuously learn, explore, and seek ways to better serve Marana residents, businesses, and visitors.

Any violation of this code of ethics may result in disciplinary action up to and including dismissal as provided by Chapter 5, Work Rules and Employee Discipline, of these Personnel Policies and Procedures.

[No revisions to Sections 1-2-1 and 1-2-2]

Section 1-2-3 Conflict of Interest

All employees must manage their personal and business affairs so as to avoid situations that might lead to conflict, or the appearance of conflict, between self-interest and our duty to the Town, to the persons served by the Town and to the general public. Every employee has an obligation to diligently identify, disclose, avoid and/or manage conflicts of interest. Potential conflict of interest exists when an employee or an employee's immediate family may be directly or indirectly financially impacted, whether favorably or detrimentally,

by a decision made by the Town of Marana in which the employee participates. Even if no abuse of position actually occurs, a conflict of interest or its appearance can seriously undermine the public's confidence and trust in the Town's governmental system.

[No revisions to paragraphs A through C]

D. Acceptance of Gifts, Gratuities, Hospitality. Employees should not accept gifts, loans, gratuities, discounts, favors, hospitality, services or other compensation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the employee in the performance of duties. Examples of acceptable courtesies include a meal or social event; floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays, promotions; or a sample or promotional gift of nominal value (~~$25~~ $50 or less).

[No revisions to Sections 1-2-4 through 1-2-8]

SECTION 2. Chapter 3 "Classification and Compensation" Section 3-1-4 "Temporary Positions" of the Town of Marana Revised Personnel Policies and Procedures is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

Section 3-1-4 Temporary Positions

[No revisions to paragraph A]

B. Short-term temporary positions are positions used to augment the workforce due to seasonal and other specific temporary workload needs that require additional staffing. Employees in short-term temporary positions shall work for a defined, nonrecurrent time period that does not:

1. in a fiscal year, exceed more than 20 hours per week for more than 19 weeks; and
2. in a rolling 12-month period, exceed an average of more than 29 hours per week or 1040 hours.

SECTION 3. Chapter 4 "Employment Benefits and Leaves" of the Town of Marana Revised Personnel Policies and Procedures is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

POLICY 4-1 VACATION LEAVE

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

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

Section 4-1-5 Request for Vacation Leave

A. Eligible employees may request to use vacation leave at any time upon their date of hire.

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

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

1. Supervisors must formally approve vacation leave requests in advance of employees taking vacation leave
2. Supervisors must get approval from the Department Head before approving employee requests to use vacation leave in the employee's first 180 days of employment.
3. Supervisors must get approval from the Department Head before approving employee requests for vacation leave in excess of 21 consecutive calendar days.

[No revisions to Sections 4-1-6 and 4-1-7]

[No revisions to Policy 4-2]

POLICY 4-3 MANAGED TIME OFF (MTO) LEAVE

The Town of Marana provides managed time off (MTO) leave to eligible employees to allow for necessary rest and relaxation away from work, for attendance at commitments outside of work, and for income protection during medical leave. Employees are expected to responsibly use their MTO leave.

[No revisions to Sections 4-3-1 through 4-3-4]

Section 4-3-5 Request for Planned Managed Time Off Leave

A. Eligible employees may request to use planned MTO leave for up to two consecutive days for any purpose, including the reasons listed in A.R.S. § 23-373(A). MTO days that are split by a Town-approved holiday, weekend, or regularly scheduled days off are considered consecutive days. MTO days that are split by a partial day of work, i.e., less than the employee's regular full shift for the day, are also considered to be consecutive days for purposes of this policy.

[No revisions to paragraphs B through E]

[No revisions to Sections 4-3-6 through 4-3-9]

[No revisions to Policy 4-4]

POLICY 4-5 MILITARY LEAVE

The Town of Marana shall grant a military leave of absence to any eligible employee to attend scheduled drills or training or if called to active duty with the United States armed services.

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

Section 4-5-1 Eligibility

Employee eligibility for military leave shall be determined in accordance with the provisions of applicable state and federal law. As a general rule, the provisions of this policy apply to all benefit-eligible regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period, and term-limited temporary employees, but do not apply to short-term temporary employees, unless required by applicable state and federal law.

Section 4-5-2 Military Leave

A. An eligible employee ordered to military service shall be granted paid military leave of up to 240 hours in any two consecutive years. For the purposes of this policy, "year" means the fiscal year of the United States government. Leave which occurs on an employee's regularly scheduled days off shall not be charged against the 240-hour allotment.

B. For required military service exceeding the 240-hour allotment, an employee shall be granted military leave that may be unpaid or paid via the employee's use of accrued vacation, MTO or compensatory leave balances. Any request to use paid leave balances will be considered in accordance with the leave policies set forth in this chapter.

[No revisions to Sections 4-5-3 through 4-5-5]

POLICY 4-6 BEREAVEMENT LEAVE

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

[No revisions to Sections 4-6-1 through 4-6-3]

Section 4-6-4 Definition of Immediate Family

For purposes of this policy, "immediate family member" shall be defined as the employee's spouse, parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-child and any other person whose association with the employee was similar to any of the above relationships. For purposes of this policy, "child" shall be defined to include the death of a child due to stillbirth or other pregnancy loss in situations where a fetal death certificate may be issued pursuant to applicable state law.

[No revisions to Policy 4-7]

POLICY 4-8 ADMINISTRATIVE LEAVE

The Town of Marana may provide administrative leave with or without pay to eligible employees as described in this policy.

[No revisions to Sections 4-8-1 through 4-8-3]

Section 4-8-4 Compensation

~~A.~~ Administrative leave for medical or non-medical purposes may be paid or unpaid, as described in this section.

A. The Town requires employees to use all paid leave balances concurrently with approved administrative leave for medical purposes before leave without pay is used, except that an employee may choose to retain a sick or MTO leave balance of up to 40 hours. The use of paid leave time is subject to the leave policies set forth in this chapter.

~~C~~1. If an employee does not have any paid leave balances or exhausts all paid leave, other than the 40 hours of sick or MTO leave the employee is permitted to retain, the employee shall be placed on unpaid administrative leave.

B. Employees on approved administrative leave for non-medical purposes may use paid leave in accordance with the provisions set forth in this chapter.

[No revisions to Sections 4-8-5 through 4-8-9]

POLICY 4-9 LEAVE DONATION

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

[No revisions to Section 4-9-1]

Section 4-9-2 Eligibility

[No revisions to paragraph A]

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

1. Be on approved FMLA leave or administrative leave for medical purposes.
2. Have exhausted all paid leave balances that the employee is eligible to use.
3. Have applied for and exhausted any other available paid leave provided by the Town for which the employee is eligible.
4. Have applied for any other available compensation and benefits that the employee may be eligible to receive under disability insurance

coverage provided by the Town, such as workers' compensation and short- and long-term disability.

a. Eligibility to use donated leave shall cease upon approval of long-term disability benefits.

[No revisions to paragraph C]

[No revisions to Sections 4-9-3 through 4-9-7]

[No revisions to Policies 4-10 through 4-14]

POLICY 4-15 CIVIC DUTY

The Town of Marana encourages employees to fulfill their civic responsibilities as citizens and provides civic duty leave to eligible employees as described in this policy.

[No revisions to Section 4-15-1]

Section 4-15-2 Jury Duty

A. Eligible employees shall be granted ~~up to ten days of~~ paid jury duty leave for all time the employees are required to serve on jury duty ~~during any rolling 12-month period~~.

B. Employees shall provide a copy of the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence.

C. Employees on jury duty shall be paid their regular base rate of pay provided that they submit any juror fee payments received from the court, excluding mileage and per diem payments, to the Human Resources Department. Employees may keep mileage and per diem payments.

D. ~~If an employee is required to serve on jury duty beyond the period of paid jury duty leave, the employee may request to use vacation, MTO, or compensatory leave balances or may request administrative leave for non-medical purposes.~~

~~E.~~ Employees shall report for work while on jury duty whenever the court schedule permits.

E~~F.~~ The Department Head may ask the employee to request an excuse or postponement from jury duty if, in the Department Head's judgment, the employee's absence would create serious operational difficulties.

[No revisions to Section 4-15-3 and 4-15-4]

POLICY 4-16 PARENTAL PAID TIME OFF

The Town of Marana provides parental paid time off to eligible employees. The Town of Marana is committed to providing a work environment that is supportive of eligible employees' work and personal life obligations. The purpose of parental

paid time off is to enable the eligible employee to care for and bond with a newborn or a newly adopted child.

Section 4-16-1 Eligibility

[No revisions to paragraphs A through C]

D. Parental paid time off eligibility ceases upon the death of the child.

[No revisions to Section 4-16-2 through 4-16-6]

Section 4-16-7 Employee Reimbursement of Parental Paid Time Off Pay

A. If an employee fails to return to actual work at the job site or pursuant to approved telework for a minimum of 160 hours following ~~after an~~ approved parental paid time off ~~or has not worked at least 160 hours following an approved parental paid time off~~, the employee shall reimburse the Town the amount of parental paid time off pay the employee received at the employee's regular hourly rate.

1. The use of accrued vacation leave, sick leave, managed time off, holiday pay, compensatory leave, or any other compensated but non-worked hours will not be included in the calculation of hours actually worked for purposes of paragraph A above.

2. When an employee is required to reimburse parental paid time off pay, the reimbursement will be deducted from the employee's final paycheck. If sufficient funds are not available after final payroll processing, the remaining balance will be invoiced to the employee.

[No revisions to paragraphs B and C]

[No revisions to Section 4-16-8]

SECTION 4. Chapter 8 "Termination of Employment" Section 8-2-3 "Final Pay Check" of the Town of Marana Revised Personnel Policies and Procedures is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikeouts~~):

Section 8-2-3 Final Pay Check

A. The employee's separation date shall be documented on the Personnel Action Form. Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by Town policy and laws governing final payments.

1. Terminated employees must be ~~issued their final pay check~~ paid wages due within seven working days of the effective date of the termination or at the end of the next regular pay period, whichever is sooner.

2. Employees who leave the employment of the Town by means other than termination will be paid at the close of the next regular pay period.

3. Monies owed to the Town by an employee for any reason, including but not limited to, for overpayment of wages, ~~Costs of~~ unreturned Town property, refund of tuition reimbursement or parental paid time off pay, etc., will be deducted from the employee's final paycheck. If sufficient funds are not available after final payroll processing, the remaining balance will be invoiced to the employee.
4. The Town will distribute the final pay check to the employee via direct deposit.

B. It is the responsibility of the Department Head to ensure that the employee has completed final clearance and that all items, including the Personnel Action Form, the exit clearance checklist and the final time entry, have been properly completed and forwarded to the Human Resources Department within the required time frames for issuance of the final pay check.

Council-Regular Meeting **C7**

Meeting Date: 06/16/2026

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Grudzien, Administrative Supervisor

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
N/A

Subject: Resolution No. 2026-043: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2026, through June 30, 2027 (Jeffrey Pridgett)

Discussion:
For many years, the Town of Marana and Pima County have had an intergovernmental agreement (IGA) that sets forth a fee schedule for the payment of the costs associated with the incarceration of Town municipal prisoners at the Pima County Jail. The IGA typically expires at the end of each fiscal year. The proposed IGA is for the time period of July 1, 2026, through June 30, 2027. Under the IGA, the town's costs for the first day of prisoner incarceration will increase from $524.25 to $527.42 to cover booking and intake expenditures, and the rate for each additional day thereafter will increase from $128.46 to $134.76 per day.

Financial Impact:

Fiscal Year: 2027
Budgeted Y/N: Y

Amount: $288,000

Funds are budgeted in the General Fund Police Department budget. The financial impact of this increase will depend on the number of people booked during the fiscal year. Staff reasonably expects for there to be adequate budget capacity for this IGA.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-043.

Suggested Motion:

I move to adopt Resolution No. 2026-043, approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2026 through June 30, 2027.

Attachments

Resolution No. 2026-043

Exhibit A to Resolution

MARANA RESOLUTION NO. 2026-043

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide for payment by the Town for the costs of incarcerating Town municipal prisoners at the Pima County Adult Detention Center (PCADC); and

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

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2026 through June 30, 2027, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

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

County and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care (via contracted medical provider) of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal

obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County contracted medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of $527.42. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Marana Court or other locations, only as ordered by Town of Marana Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of $527.42 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay $134.76 per day. The two rates are applicable to the period July 1, 2026 through June 30, 2027. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.

2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town of Marana Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."

2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.

3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.

4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the

monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2026 through June 30, 2027 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

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

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $2,000,000.00 combined single limit Bodily Injury and Property Damage.

b) 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.

c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties 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 minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With 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.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq*., to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

The Parties shall comply with 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.

XIII. 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.

XIV. Conflict of Interest

This contract 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.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. 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, should declare 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.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. 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 Town and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. 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 affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF MARANA
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
115 North Church Avenue
2nd Floor, Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 North Stone Avenue, Suite 100
Tucson, Arizona 85701

XXI. Entire Agreement

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.

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

Chair, Board of Supervisors

Date

Clerk, Board of Supervisors

Date

TOWN OF MARANA

Mayor

Date

Town of Marana Clerk

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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

TOWN OF MARANA

Town of Marana Attorney

Council-Regular Meeting **C8**

Meeting Date: 06/16/2026

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Grudzien, Administrative Supervisor

Date: June 16, 2026

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Vibrant Community

Subject: Resolution No. 2026-044: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program (Jeffrey Pridgett)

Discussion:

Beginning in 2014, the Marana Unified School District (MUSD), with the support of the Town, has applied for and received funding from the Arizona Department of Education (ADE) to fund School Resource Officer (SRO) positions at Marana Middle School and Marana High School as part of its School Safety Program. This grant cycle, MUSD again applied for funding for two SRO positions at Marana Middle School and Marana High School. MUSD was awarded grant funding for both SRO positions for three years. The grant provides for the salary and benefits of the SROs at Marana Middle School and Marana High School for the next three school calendar years. The officer will be on site at the school during the ten-month school year. During the summer months, the Town will pick up the expense of the officer and will assign the officer to perform normal patrol officer duties. The intent of the School Safety Program is to place SROs on school grounds to contribute to safe school environments that are conducive to teaching and learning.

The SROs will also be required to teach Law-Related Education to the students to

promote a safe, orderly environment and good citizenship. Having officers in the schools provides a sense of safety for the students and the staff where they can feel free from the threat of physical harm and verbal abuse. These officers give students an adult to go to with safety concerns, all while providing students with a positive view of law enforcement.

Financial Impact:

Funding for the continued SRO program and positions is included in the FY2027 budget. Future year budget requests will include budget appropriations for Council's consideration.

Staff Recommendation:

Staff recommends approval of the service agreement.

Suggested Motion:

I move to adopt Resolution No. 2026-044, approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program.

Attachments

Resolution No. 2026-044

Exhibit A to Resolution

MARANA RESOLUTION NO. 2026-044

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL SAFETY PROGRAM INTERGOVERNMENTAL AGREEMENT WITH THE MARANA UNIFIED SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS IN SUPPORT OF THE DISTRICT'S SCHOOL SAFETY PROGRAM

WHEREAS the Marana Unified School District ("District") and the Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952; and

WHEREAS the District and the Town desire to work in cooperation with one another to further the goals of the District's School Safety Program; and

WHEREAS the District applied for and received funding from the Arizona Department of Education (ADE) to fund two school resource officer (SRO) positions for three years; and

WHEREAS the District and the Town desire to enter into a new intergovernmental agreement that incorporates the new terms of the grant; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

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

SECTION 1. The School Safety Program Intergovernmental Agreement between the Town of Marana and the Marana Unified School District, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other 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 16th day of June, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

SCHOOL SAFETY PROGRAM INTERGOVERNMENTAL AGREEMENT
Between
MARANA UNIFIED SCHOOL DISTRICT
And
THE TOWN OF MARANA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between MARANA UNIFIED SCHOOL DISTRICT NO. 6, a political subdivision of the State of Arizona ("District"), and the TOWN OF MARANA, an Arizona municipal corporation("Town"). The District and the Town may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to A.R.S. §§ 11-952 and 15-154, public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the District has been awarded funding through the Arizona Department of Education ("ADE") School Safety Program ("SSP") for the purpose of placing School Resource Officers ("SROs") on school campuses to promote safe and effective learning environments; and

WHEREAS, the SSP requires the District and its partnering law enforcement agency to enter into an annual intergovernmental agreement that defines the roles, responsibilities, and operational expectations of each Party; and

WHEREAS, the Town is authorized and willing to assign sworn law enforcement officers to serve as SROs in accordance with SSP requirements; and

WHEREAS, the Parties desire to collaborate to enhance school safety through prevention, intervention, and relationship-based policing consistent with SSP requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1. PURPOSE

1.1 The purpose of this Agreement is to establish the terms and conditions under which the Town will assign SROs to District campuses and to define the responsibilities of each Party in compliance with SSP requirements.

1.2 This Agreement is intended to support a comprehensive school safety program that includes prevention, intervention, law-related education, and relationship building.

SECTION 2. TERM and TERMINATION

2.1 This Agreement shall commence on July 1, 2026, and shall terminate on June 30, 2029, unless earlier terminated as provided herein.

2.2 The District's continued participation in this Agreement is subject to receiving funds from the School Safety Program Grant through the Arizona Department of Education. In the event sufficient funds are not received from the Grant or sufficient appropriations and authorization are not approved by the District's Governing Board, or if the Arizona Department of Education revokes authorization or appropriation of the Grant or the District's Governing Board revokes authorization or appropriation at any time, this Agreement shall terminate upon the District's written notice to the Town. The Town shall accept the District's decision about sufficient appropriations and authorization, which shall be final.

2.3 Either Party may terminate this Agreement upon thirty (30) days' written notice due to: (a) Loss of funding; (b) Material non-compliance, or (c) No cause.

SECTION 3. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS

3.1 The Town shall assign two (2) full-time SROs to the District as follows: (a) One (1) SRO assigned to Marana High School; and (b) One (1) SRO assigned to Marana Middle School.

3.2 Each SRO shall: (a) Work forty (40) hours per week during the school year (a period of 10 months); (b) Be present on campus a minimum of eighty percent (80%) of the time while school is in session; (c) Remain an employee of the Town and subject to the Town's supervision and policies.

3.3 When school is not in session, the assigned officers shall return to their Town law enforcement agency functions.

3.4 Absent an emergency, the SROs shall not be called away from their designated schools. If the SROs are called away for police business (not including mandatory training, meetings or crisis), the District shall not be invoiced for that time. If the SROs are absent due to sick, vacation, personal or other leave, the District shall not be invoiced for that time.

SECTION 4. SCHOOL SAFETY PROGRAM COMPLIANCE

4.1 The Parties agree to comply with all applicable SSP requirements as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, including but not limited to: (a) Establishment and participation in a School Safety Program Team (SSPT); (b) Development and implementation of a Continuous Improvement Plan; (c) Maintenance of SRO Activity Logs; (d) Completion of annual required training; and (e) Participation in ADE program evaluation.

4.2 The SSPT shall meet at least quarterly and shall use data-driven decision making to guide program implementation.

4.3 Each SRO shall perform duties consistent with the three SSP roles: (a) Law Enforcement Specialist; (b) Law-Related Educator; and (c) Positive Role Model/Mentor.

SECTION 5. DISTRICT RESPONSIBILITIES

The District shall:

5.1 Retain sole responsibility for student discipline and school policy enforcement;

5.2 Provide adequate office space, equipment, and access necessary for SROs to perform their duties;

5.3 Ensure a certificated teacher is present during all law-related education instruction;

5.4 Conduct an annual performance assessment of each SRO and provide the assessment to the Town;

5.5 Participate in the selection process of SROs;

5.6 Establish and maintain the SSPT and Continuous Improvement Plan;

5.7 Ensure compliance with applicable laws, including FERPA and IDEA;

5.8 Facilitate integration of SROs into the school community and support collaboration with staff, including school-wide safety strategies such as staff trainings, emergency response planning, needs assessment and prevention programming.

5.9 Notify the officers of any special needs of students in order to assist the officers in recognizing and accommodating behaviors that may be manifestations of the student's disability.

SECTION 6. TOWN RESPONSIBILITIES

The Town shall:

6.1 Employ, supervise, and compensate SROs assigned under this Agreement;

6.2 Ensure SROs maintain Arizona Peace Officer Standards and Training (AZPOST) certification;

6.3 Provide appropriate training, supervision, and continuity of SRO assignments;

6.4 Maintain activity logs documenting SRO duties and time on campus;

6.5 Provide replacement officers if necessary to maintain program continuity;

6.6 Ensure SROs fulfill SSP roles and responsibilities.

SECTION 7. JOINT RESPONSIBILITIES

The Parties shall:

7.1 Collaborate on implementation of the SSP and school safety strategies;

7.2 Review SRO activity logs and performance data;

7.3 Maintain ongoing communication between District administration and Town supervisors;

7.4 Meet at least once per semester to review program performance and compliance.

SECTION 8. OFFICER OPERATIONS

8.1 SROs shall: (a) Maintain daily activity logs; (b) Participate in SSPT meetings; (c) Support emergency planning and drills; (d) Engage in prevention programming and community collaboration.

8.2 SROs shall not: (a) Serve as school disciplinarians; or (b) Perform duties unrelated to SSP requirements, such as routine school staff assignments.

SECTION 9. COMPENSATION

9.1 The District shall reimburse the Town for the full cost of salary and benefits of assigned SROs. The SROs' compensation shall be established by the Town.

9.2 The Town shall submit monthly itemized invoices to the District.

9.3 Payment shall be due within thirty (30) days of receipt of invoice.

9.4 Late fees may be assessed in accordance with mutually agreed terms; however, SSP funds shall not be used to pay late fees.

9.5. Any equipment provided by Town shall remain the property of Town and any equipment provided by District shall remain the property of District.

SECTION 10. TRAINING REQUIREMENTS

10.1 The following personnel shall complete annual SSP-required training: (a) District Administrator; (b) Site Administrator; (c) Agency Supervisor; and (d) SROs.

10.2 Failure to comply with training requirements may impact SSP funding eligibility.

SECTION 11. RECORDS AND REPORTING

11.1 SRO activity logs and related records shall be maintained and made available upon request.

11.2 All records related to this Agreement shall be retained for a minimum of five (5) years.

11.3 The District shall participate in ADE program evaluation activities.

SECTION 12. CONFIDENTIALITY

12.1 The Parties shall comply with the Family Educational Rights and Privacy Act (FERPA) and all applicable confidentiality laws.

SECTION 13. DISPUTE RESOLUTION

13.1 The Parties shall first attempt to resolve disputes through good faith discussions.

13.2 If unresolved, disputes shall proceed to mediation prior to litigation.

13.3 Venue for any legal action shall be in the Superior Court of Arizona in Pima County.

SECTION 14. INSURANCE AND LIABILITY

14.1 Each Party shall maintain insurance coverage as required by law.

14.2 Each Party agrees to indemnify and hold harmless the other Party to the extent permitted by law for claims arising from its own acts or omissions.

SECTION 15. EMPLOYEES and WORKERS' COMPENSATION

15.1 Except as otherwise provided by law, in the performance of this Agreement both Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers or associates of each other. The employees, agents or subcontractors of one Party shall not be deemed or construed to be employees or agents of the other Party.

15.2 Notwithstanding the foregoing, Employees performing work under this Agreement shall be deemed employees of both Parties for workers' compensation purposes in accordance with A.R.S. § 23-1022.

15.3 The primary employer shall be solely responsible for payment of workers' compensation benefits.

15.4 Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

SECTION 16. NON-DISCRIMINATION AND LEGAL COMPLIANCE

16.1 The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations.

SECTION 17. FINGERPRINTING AND BACKGROUND CHECK

17.1 The Town represents and warrants that it will ensure that each officer assigned to perform services on District property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the Town before such assignment.

SECTION 18. LEGAL WORKER REQUIREMENTS

18.1 The Parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each Party respectively warrants its respective compliance with Arizona Revised Statutes § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 19. CANCELLATION

19.1 The Town and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

19.2 Each Party recognizes that the performance by either Party under this Agreement may be dependent upon the appropriation of funds to or by that Party. Should either Party fail to appropriate the necessary funds, that Party may terminate this Agreement as stated herein without further duty or obligation. Each Party agrees to give notice to the other Party as soon as reasonably possible after the unavailability of funds comes to the Party's attention.

SECTION 20. FERPA COMPLIANCE

20.1 Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

SECTION 21. APPLICABLE LAW

21.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. **SECTION 22. NOTICES**

22.1 All notices required under this Agreement shall be in writing and delivered by certified mail or hand delivery to the following:

DISTRICT:

Marana Unified School District No. 6
11279 W. Grier Road
Marana, AZ 85653
Attn: Superintendent

TOWN:

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

SECTION 23. ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

23.2 This Agreement may only be amended by a written document signed by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

MARANA UNIFIED SCHOOL DISTRICT NO. 6

By: _____ Name: Dr. Daniel Streeter

Title: Superintendent Date: 5/19/26

APPROVED AS TO FORM:

Legal Counsel for District

TOWN OF MARANA

By: _____ Name: _____

Title: Mayor Date: _____

APPROVED AS TO FORM:

Legal Counsel for Town

Council-Regular Meeting **C9**

Meeting Date: 06/16/2026

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Grudzien, Administrative Supervisor

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-045: Relating to Police Department; approving and authorizing the Mayor and the Police Chief to execute the First Amendment to the Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County (Jeffrey Pridgett)

Discussion:

The Marana Police Department seeks Town Council approval to extend the existing Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County for five additional years, effective July 1, 2026.

The initial agreement was approved by Council on June 15, 2021 for an initial term of five years.

The joint formation and operation of specialized teams includes the Pima Regional S.W.A.T. team, Pima Regional Bomb Squad, Pima Regional Mobile Field Force Team, and the Pima Regional Critical Incident Team (PRCIT). The PRCIT is a multi-agency law enforcement team in Pima County that investigates officer-involved incidents and in-custody deaths. PRCIT's purpose is to ensure independent, objective, and professional investigations of critical incidents involving law enforcement agencies throughout the region. The PRCIT model strengthens transparency and public trust by using investigators from multiple agencies rather than having incidents investigated solely by the involved department. This regional approach promotes accountability,

objectivity, and consistency in critical incident investigations and reinforces public confidence in the integrity of the investigative process. In addition to conducting comprehensive investigations, PRCIT emphasizes timely, accurate public communication, including the release of updates and video footage as appropriate. The team can also coordinate with federal agencies on a case-by-case basis when additional expertise or resources are needed. Participation in PRCIT supports the Marana Police Department's commitment to transparency, professionalism, and accountability, and to maintaining the trust of the community we serve. The extension of this partnership will ensure the Town of Marana remains aligned with regional best practices for independent review of critical law enforcement incidents.

By signing this IGA, the Town can choose to participate in either select teams or all of the teams; there is no obligation to participate in all the teams.

Financial Impact:

Each party of the agreement funds all payroll and equipment expenses for its members. Any such expenses are budgeted in the FY2027 budget. Any grant funds obtained for the Unit/Teams/Squads participating in this agreement shall be used for the benefits of all parties.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-045.

Suggested Motion:

I move to adopt Resolution No. 2026-045, approving and authorizing the Mayor and the Police Chief to execute the First Amendment to the Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County for the additional period of five years beginning July 1, 2026.

Attachments

Resolution No. 2026-045

Exhibit A to Resolution

IGA Regarding Joint Formation and Operation of Specialized Enforcement Teams

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MARANA RESOLUTION NO. 2026-045

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR AND THE POLICE CHIEF TO EXECUTE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FORMATION AND OPERATION OF SPECIALIZED LAW ENFORCEMENT TEAMS AMONG PUBLIC AGENCIES WITHIN PIMA COUNTY

WHEREAS on December 18, 2007, the Town Council adopted Resolution No. 2007-225, approving and authorizing execution of an intergovernmental agreement (IGA) between the Town of Marana, Pima County and other Participating Jurisdictions regarding the formation, operation and maintenance of the Pima Regional Special Weapons and Tactics (S.W.A.T.) Team which has been extended every five years since; and

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

WHEREAS the successful operation of joint law enforcement teams has demonstrated the value of a regional team with specialized training, skills, and capabilities to maintain and enhance the ability of law enforcement agencies to respond to certain situations; and

WHEREAS the Town Council finds that application of the regional team concept requiring specialized training, skills and capabilities such as the S.W.A.T. Team, Pima Regional Bomb Squad, the Pima Regional Mobile Field Force Team (MFF), and the Pima Regional Critical Incident Team will further maintain and enhance the abilities of law enforcement agencies to respond to situations; and

WHEREAS on June 15, 2021, the Town Council adopted Resolution No. 2021-080, approving and authorizing the IGA for Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County with an initial term of five years and an option to extend the IGA for an additional five years; and

WHEREAS the parties now desire to amend the IGA, extending it for an additional five years; and

WHEREAS the Mayor and Council of the Town of Marana find that it is in the best interests of the citizens of Marana to extend the IGA addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, the First Amendment to the Intergovernmental Agreement

Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FORMATION AND OPERATION OF SPECIALIZED LAW ENFORCMENT TEAMS AMONG PUBLIC AGENCIES WITHIN PIMA COUNTY

Whereas, public agencies located in Pima County, Arizona, on behalf of their respective law enforcement agencies (collectively the "Parties") entered into an Intergovernmental Agreement("IGA), effective July 1, 2021, for the joint formation and operation of specialized law enforcement teams; and

Whereas, the Parties desire to extend the IGA term for an additional five (5) year period beginning July 1, 2026.

Now, therefore, the Parties pursuant to the above, and in consideration of the matters and things hereinafter set forth do mutually agree as follows:

1. Section IV. Term, is amended to read:

> The initial term of this IGA shall be five years beginning July 1, 2021. This IGA shall be extended for an additional five years beginning July 1, 2026. The Parties shall have the option to extend the term of this IGA for one additional five (5) year period or any portion thereof. Any modification or term extension of this IGA shall be by formal written amendment executed by the Parties.

2. All other terms and conditions of this IGA shall remain unchanged.

3. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The remainder of this page intentionally left blank.

In witness whereof, each Party has caused this Intergovernmental Agreement to be executed by its governing body and attested to by its clerk upon resolution of its governing body.

PIMA COUNTY:

_____

Jennifer Allen, Chair Date
Pima County Board of Supervisors

ATTEST:

_____

Melissa Manriquez, Clerk of the Board Date

_____

Chris Nanos Date
Sheriff of Pima County

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF MARANA

_____
Mayor

_____
Date

ATTEST:

_____
Town of Marana Clerk

_____
Date

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF SAHUARITA

_____
Mayor

_____
Date

ATTEST:

_____
Town of Sahuarita Clerk

_____
Date

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF ORO VALLEY

_____
Mayor

_____
Date

ATTEST:

_____
Town of Oro Valley Clerk

_____
Date

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF SOUTH TUCSON

_____
Mayor

_____
Date

ATTEST:

_____
City of South Tucson Clerk

_____
Date

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PASCUA YAQUI TRIBE

_____
Chairman, Pascua Yaqui Tribe

_____
Date

ATTEST:

_____
Secretary, Pascua Yaqui Tribe

_____
Date

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TUCSON AIRPORT AUTHORITY

_____
President/CEO Tucson Airport Authority

_____
Date

ATTEST:

_____
Executive Assistant to the President/CEO

_____
Date

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF TUCSON

_____
Mayor

_____
Date

ATTEST:

_____
City of Tucson Clerk

_____
Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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.

_____ Date
Deputy County Attorney, Pima County

_____ Date
Oro Valley Town Attorney

_____ Date
Sahuarita Town Attorney

_____ Date
City of South Tucson Attorney

_____ Date
Marana Town Attorney

_____ Date
Attorney General, Pascua Yaqui Tribe

_____ Date
General Counsel, Tucson Airport Authority

_____ Date
Tucson City Attorney

INTERGOVERNMENTAL AGREEMENT REGARDING JOINT FORMATION AND OPERATION OF SPECIALIZED LAW ENFORCEMENT TEAMS AMONG PUBLIC AGENCIES WITHIN PIMA COUNTY

CTN-SD-21*144

This Intergovernmental Agreement ("IGA") is entered into by and among public agencies located in Pima County, Arizona, on behalf of their respective law enforcement agencies (referred to collectively as the "Parties"). Any public agency, as that term is defined in Arizona Revised Statutes § 11-951, that executes this IGA in counterpart form shall be a Party as of the date of execution.

Recitals

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

B. WHEREAS the Pascua Yaqui Tribe may contract for services and enter into agreements for joint or cooperative action pursuant to Article VI, Section 1(a) of the Constitution of the Pascua Yaqui Tribe; and

C. WHEREAS several public agencies previously entered into an agreement to form and operate the Pima Regional Special Weapons and Tactics ("SWAT") Team; and

D. WHEREAS operation of the Pima Regional SWAT team has demonstrated the value of a regional team with specialized training, skills and capabilities to maintain and enhance the ability of law enforcement agencies to respond to certain situations; and

E. WHEREAS application of the regional team concept to other areas of law enforcement requiring specialized training, skills and capabilities will further maintain and enhance the ability of the Parties, through their various law enforcement agencies, to respond to situations in which use of these regional teams is appropriate; and

F. WHEREAS upon execution this IGA shall supersede and replace the aforementioned Pima Regional SWAT agreement, which shall terminate.

NOW, THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

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Agreement

I. Purpose

The purpose of this IGA is to set forth the terms and conditions under which the Parties, through their law enforcement agencies, will collectively form and operate the Regional Teams described in Section II below.

II. Scope

The Parties will collectively form and operate the following:

Pima Regional SWAT Team, the mission of which is to respond when requested by a Party or other law enforcement entity to potentially life-threatening situations and/or incidents requiring specialized skills, tactics and/or equipment, and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

Pima Regional Bomb Squad, the mission of which is to respond when requested by a Party or other law enforcement entity to any of the following: Suspected explosive devices or suspicious packages believed to be hazardous, explosive recoveries, protective sweeps for dignitaries or special events by Explosive Detection Canine teams, post-blast investigations, or other situations requiring specialized training or equipment related to explosive hazards.

Pima Regional Mobile Field Force Team ("MFF"), the mission of which is to respond when requested by a Party or other law enforcement entity to any of the following: civil disobedience, protest, civil disturbance, riot, or sports riot, which requires the response of a cohesive unilateral law enforcement response to mitigate protestor actions during a civil disorder event and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

Pima Regional Critical Incident Team, the mission of which is to respond to officer-involved shootings, in-custody deaths or critical incidents when requested by a Party to enhance accountability, transparency, communication and increase trust to improve the legitimacy of independent investigations.

The Parties may choose particular Regional Teams in which to participate. The Parties are not obligated to participate in all Regional Teams. The Chief Executive Officers of the respective law-enforcement agencies shall provide written notice to the others of which Regional Teams they wish to join.

The Parties, through their respective law enforcement agencies, shall develop Standard Operating Procedures and Policies manuals (the "Manuals") specific to each of the regional teams formed under this IGA. The Parties shall work together in good faith through their law enforcement agencies to form and operate the Pima Regional SWAT Team, the Pima Regional Bomb Squad, the Pima Regional MFF Team and the Pima Regional Critical Incident Team as set forth in each respective Manual, which are incorporated herein by this reference.

Additional public agencies may be permitted to join in this IGA upon the unanimous consent of all the then Parties, and execution of a resolution and a counterpart signature page to this IGA by the public agency's governing body. Any new agency so admitted will be deemed to be a "Party" hereunder.

All individuals selected to participate as members of any Regional Team, will continue to be employees of the Parties with which they are associated.

III. Financing

Each Party will fund the procurement of all necessary equipment for its members of the Unit. Grant funds obtained for the Pima Regional SWAT Team, the Pima Regional Bomb Squad, the Pima Regional MFF Team and the Pima Regional Critical Incident Team shall be used for the benefit of all Parties. In the event a Party withdraws from a Regional Team pursuant to Section V(A) or (B) of this IGA, the Party shall not be entitled to any share of grant funds existing at the date of withdrawal, and all such funds shall continue to be used for the benefit of the remaining Parties. Each Party shall bear the costs of its employees incurred in the implementation of this IGA, including wages (including overtime), health insurance, benefits and workers' compensation.

IV. Term

The initial term of this IGA shall be five years beginning July 1, 2021. The parties shall have the option to extend the term of this IGA for two additional five (5) year periods or any portion thereof. Any modification or term extension of this IGA shall be by formal written amendment executed by the Parties.

V. Termination

A. *Withdrawal without Cause.* A Party may terminate its participation in any of the Regional Teams with no less than sixty (60) calendar day written notice to the other Parties. If a Party terminates as a result of a failure of its governing body to budget and appropriate sufficient funds to support that Party's participation, and a sixty calendar day notice is not possible, it shall give the other Parties written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.

B. *Withdrawal for Cause.* A Party may withdraw immediately in the event that a Regional Team, for reasons other than the actions or directions of that Party's Team members, materially breaches the standard operating procedures in a manner that exposes that Party to significant additional legal liability, or the Team or one or more other Parties materially breaches this IGA. Because each Party understands and acknowledges that its withdrawal will cause significant

disruption to the operation of the Regional Teams, it shall not exercise this termination option unless the breach or exposure is significant, material, and of an on-going nature.

C. *Termination in Event of Pima County Withdrawal.* In the event that Pima County terminates its participation in this IGA, and after the duties set forth in subsection D below, this IGA shall terminate as to all Parties. The withdrawal of any Party other than Pima County shall not affect the validity and continuation of the IGA as to the other Parties.

D. *Shutting Down Operations.* Upon expiration of this IGA, or in the event of an earlier termination as to all the Parties, whether by agreement of the Parties or as a result of Pima County's withdrawal, the remaining Parties hereto shall cooperate in good faith to close the operation of the Regional Teams in a manner that is safe and fiscally sound. The Parties at the time of the termination or expiration shall continue to be liable in their proportionate shares on any long-term financial obligation of the Regional Teams, such as the payment of rent, provided that such obligations were authorized by them under this IGA or any supplement.

E. *Disposition of Equipment.* In the event a Party terminates its participation or withdraws from the Team pursuant to Section V (A) or (B), any uniforms purchased through grant funding and assigned to members of the terminating or withdrawing Party shall remain the property of the Jurisdiction. All equipment purchased through grant funding and assigned as Team equipment will remain with the remaining Parties. A terminating or withdrawing Party shall retain any personal equipment purchased for its members by the Party. In the event this IGA is terminated pursuant to Section V(C), all equipment purchased for the Team through grant funding shall be divided proportionally among the Parties.

VI. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of such Party's participation in this IGA, the following type(s) and amounts of insurance:

a) Commercial General Liability in the amount of $2,000,000.00 combined, single limit Bodily Injury and Property damage;

b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA 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;

c) Worker's compensation coverage, including employees' liability coverage, as required by law.

A Party may self-insure as permitted by law.

VII. Indemnification.

To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend and hold harmless each of the other Parties (as "indemnitee(s)") 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, including death, or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee(s), are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

VIII. Compliance with Laws

The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. As to parties that are Indian tribes, an Executive Order shall only be deemed to be applicable if it specifically names "Indian tribes" as being within the scope of the order, and the person issuing the Order has lawful authority to issue an Executive Order that would be lawfully binding upon Indian tribes. 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 any court of competent jurisdiction.

IX. Non-Discrimination

In performance of this IGA the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties who are not Indian tribes shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein. Those parties that are Indian Tribes shall comply with all anti-discrimination laws and ordnances specifically made applicable to Indian tribes by law.

X. ADA

The Parties shall comply with 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.

XI. 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.

XII. 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.

XIII. Legal Authority.

No Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare 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.

XIV. Workers' Compensation.

Each Party who is not an Indian tribe shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

XV. 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 one Party's employees, and any other Party hereunder. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XV. 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 affect the legal liability of any Party

to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVI. Sovereign Immunity.

Nothing in this IGA shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction. Provisions of this IGA shall apply to Native American jurisdictions only to the extent that they do not violate Native American sovereignty.

XVII. Immigration Laws.

The Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to each party's employment of its employees, and with the current requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration laws"). The Parties shall further ensure that each subcontractor who performs any work for the party under this IGA likewise complies with the State and Federal Immigration Laws.

XVIII. Entire Agreement.

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 executed by the governing bodies of the Parties.

XIX. Counterparts.

This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterpart may be removed from such counterpart and attached to a single instrument.

-REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PIMA COUNTY:

Sharon Bronson — Date
Chairman, Board of Supervisors
JUN 22 2021

ATTEST:

Julie Castañeda — Date JUN 22 2021
Clerk of the Board

6-3-2021

Chris Nanos — Date
Sheriff of Pima County

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF ORO VALLEY

E-SIGNED by Joseph Winfield
on 2021-07-08 19:52:20 GMT

Joseph C. Winfield Date
Mayor of Oro Valley

ATTEST:

E-SIGNED by Mike Standish
on 2021-07-08 22:45:28 GMT

Michael Standish Date
Town Clerk

E-SIGNED by Kara Riley
on 2021-07-12 08:45:37 MST

Kara Riley Date
Chief of Police, Oro Valley

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF SAHUARITA

Tom Murphy 9/13/2021
Tom Murphy Date
Mayor of Sahuarita

ATTEST:

Lisa Cole 9/13/2021
Lisa Cole Date
Town Clerk

TOWN OF SAHUARITA ARIZONA • INCORPORATED 1994 •

John Noland 9/13/2021
John Noland Date
Chief of Police, Sahuarita

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF SOUTH TUCSON

Bob Teso 06/03/21
Bob Teso Date
Mayor of South Tucson

ATTEST:

060321
Veronica Moreno Date
City Clerk

6-3-2021
Manuel Amado Date
Chief of Police, South Tucson

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TOWN OF MARANA

Jon Post For 6-16-2021
Ed Honea Date
Mayor of Marana

ATTEST:

Cherry Lawson 6/16/2021
Cherry Lawson Date
Town Clerk

Reuben Nunez 6-17-2021
Reuben Nunez Date
Chief of Police, Marana

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

PASCUA YAQUI TRIBE

8/10/2022

Peter Yucupicio — Date
Tribal Council Chairman

ATTEST:

8/10/2022

Francisco Valencia — Date
Tribal Council Secretary

8-10-2022

Michael Valenzuela — Date
Chief of Police, Pascua Yaqui Tribe

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

TUCSON AIRPORT AUTHORITY

6/15/22

Danette Bewley Date
President/CEO Tucson Airport Authority

ATTEST:

6/15/22

Byron Jones Date
Tucson Airport Authority Clerk

6/13/2022

Chief Scott Bader Date
Tucson Airport Police Department

In Witness Whereof, each Parties has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

CITY OF TUCSON

11/9/2021

FOR Regina Romero — Date
Mayor of the City of Tucson

ATTEST:

11/9/2021

Roger Randolph — Date
City Clerk

Chad Kasmar 12/13/21

For ~~Chris Magnus~~ — Date
Chief of Police, City of Tucson

CHAD KASMAR

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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.

6/3/21

Sean Holguin — Date
Deputy County Attorney, Pima County

Tobin Sidles — Date
Oro Valley Town Attorney

Daniel J. Hochuli — Date
Sahuarita Town Attorney

Bobby Yu — Date
City of South Tucson Attorney

Jane Fairall — Date
Marana Town Attorney

Alfred Urbina — Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz — Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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.

E-SIGNED by Tobin Sidles
on 2021-07-08 22:24:40 GMT

Sean Holguin Date Deputy County Attorney, Pima County	Tobin Sidles Date Oro Valley Legal Services Director
Daniel J. Hochuli Date Sahuarita Town Attorney	Bobby Yu Date City of South Tucson Attorney
Jane Fairall Date Marana Town Attorney	Alfred Urbina Date Attorney General, Pascua Yaqui Tribe
Christopher Schmaltz Date General Counsel, Tucson Airport Authority	Mike Rankin Date Tucson City Attorney

Intergovernmental Agreement Determination

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Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

9/13/2021
Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

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Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu 6/3/2021
Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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.

Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

6/15/24

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

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6/3/21

Sean Holguin — Date
Deputy County Attorney, Pima County

Tobin Sidles — Date
Oro Valley Town Attorney

Daniel J. Hochuli — Date
Sahuarita Town Attorney

Bobby Yu — Date
City of South Tucson Attorney

8/10/22

Jane Fairall — Date
Marana Town Attorney

Alfred Urbina — Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz — Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

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Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Chris Schmaltz (Aug 24, 2022 12:57 PDT) Aug 24, 2022

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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.

Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin
Tucson City Attorney

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in 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.

Sean Holguin Date
Deputy County Attorney, Pima County

Tobin Sidles Date
Oro Valley Town Attorney

Daniel J. Hochuli Date
Sahuarita Town Attorney

Bobby Yu Date
City of South Tucson Attorney

Jane Fairall Date
Marana Town Attorney

Alfred Urbina Date
Attorney General, Pascua Yaqui Tribe

Christopher Schmaltz Date
General Counsel, Tucson Airport Authority

Mike Rankin Date
Tucson City Attorney

David Wagner

David Wagner Date
Senior Associate General Counsel, University of Arizona

Council-Regular Meeting **C10**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 16, 2026

Strategic Plan Focus Area:
Healthy Lifestyles

Strategic Plan Focus Area Additional Info:
Goal 1: Offer a wide variety of recreational programs and amenities for residents of all ages and abilities. Strategy 3: Support healthy communities by maintaining clean, safe, and accessible recreation facilities.

Subject: Resolution No. 2026-048: Relating to Real Estate; approving and authorizing the Mayor to execute the First Amendment to Real Estate Acquisition and Exchange Agreement regarding the exchange of an approximately 0.24-acre parcel of Town-owned real property located on the south side of Tangerine Road approximately 1,800 feet east of Heritage Park Drive as part of the acquisition of an approximately 2.3-acre parcel of property abutting the east side of Gladden Farms Community Park (Jane Fairall)

Discussion:

On April 21, 2026, the Town Council adopted Ordinance No. 2026.008, approving the exchange of an approximately 0.24-acre parcel of Town-owned real property located on the south side of Tangerine Road approximately 1,800 feet east of Heritage Park Drive as part of the acquisition of an approximately 2.3-acre parcel of property abutting the east side of Gladden Farms Community Park, and approving and authorizing the Mayor to execute a Real Estate Acquisition and Exchange Agreement (the "Agreement") with Oracle Greenock LLC ("Oracle Greenock") for the acquisition and exchange. A copy of the Agreement is attached for reference.

Oracle Greenock has now assigned to Heritage West Ventures, LLC ("Heritage West") all of Oracle Greenock's rights, title, and interest in and to the Agreement. A copy of

the Assignment and Assumption Agreement for Real Estate Acquisition and Exchange Agreement entered into between Oracle Greenock and Heritage West (the "Assignment") is included within the agenda materials. As a result of the Assignment, Town staff and Heritage West have negotiated the attached proposed First Amendment to Real Estate Acquisition and Exchange Agreement, memorializing the Assignment and the Town's consent to the Assignment. In addition, the parties have agreed to extend the Due Diligence Period and the Escrow Closing dates originally set forth in the Agreement to allow adequate time for review of Title Commitments for the two properties that are subject to the Agreement. Finally, the Agreement provides that it is contingent upon Oracle Greenock, Circle K, and other consenting owners located within the Heritage Park Shoppes subdivision executing the Second Amendment to Second Amended and Restated Common Operation and Reciprocal Easement Agreement related to the property, but the Agreement did not expressly require recordation of the document. The First Amendment will require that the document be recorded.

Staff Recommendation:

Staff recommends approval of the First Amendment to Real Estate Acquisition and Exchange Agreement.

Suggested Motion:

I move to adopt Resolution No. 2026-048, approving and authorizing the Mayor to execute the First Amendment to Real Estate Acquisition and Exchange Agreement.

Attachments

Resolution No. 2026-048

Exhibit A - First Amendment

Assignment and Assumption Agreement

Original Acquisition and Exchange Agreement

MARANA RESOLUTION NO. 2026-048

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT REGARDING THE EXCHANGE OF AN APPROXIMATELY 0.24-ACRE PARCEL OF TOWN-OWNED REAL PROPERTY LOCATED ON THE SOUTH SIDE OF TANGERINE ROAD APPROXIMATELY 1,800 FEET EAST OF HERITAGE PARK DRIVE AS PART OF THE ACQUISITION OF AN APPROXIMATELY 2.3-ACRE PARCEL OF PROPERTY ABUTTING THE EAST SIDE OF GLADDEN FARMS COMMUNITY PARK

WHEREAS, on April 21, 2026, the Town Council adopted Ordinance No. 2026.008, approving the exchange of an approximately 0.24-acre parcel of Town-owned real property located on the south side of Tangerine Road approximately 1,800 feet east of Heritage Park Drive as part of the acquisition of an approximately 2.3-acre parcel of property abutting the east side of Gladden Farms Community Park, and approving and authorizing the Mayor to execute a Real Estate Acquisition and Exchange Agreement (the "Agreement") with Oracle Greenock LLC for the acquisition and exchange; and

WHEREAS the Town Council finds that amending the Agreement as set forth in the First Amendment to Real Estate Acquisition and Exchange Agreement (the "First Amendment") is in the best interests of the Town of Marana.

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

SECTION 1. The First Amendment to Real Estate Acquisition and Exchange Agreement, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized and directed to execute it and any and all deeds and other related documents necessary to carry out the terms of the Agreement, as amended by the First Amendment, for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

FIRST AMENDMENT TO REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT (this "**First Amendment**"), is made as of _____, 2026 (the "**First Amendment Effective Date**"), by and between **Heritage West Ventures, LLC**, an Arizona limited liability company ("**Heritage West**") and the **Town of Marana**, an Arizona municipal corporation (the "**Town**"). The Town and Heritage West are sometimes collectively referred to as the "Parties."

WHEREAS, Oracle Greenock, LLC, an Arizona limited liability company ("**Oracle Greenock**"), and the Town entered into that certain Real Estate Acquisition and Exchange Agreement dated as of April 21, 2026 (the "**Agreement**") for the acquisition and exchange of certain real property known as Lot 11 of the FINAL PLAT FOR HERITAGE PARK SHOPPES LOTS 2-13, according to the subdivision plat recorded in the office of the County Recorder of Pima County, Arizona (the "**Official Records**"), at Sequence No. 20250060228 (the "**Acquisition Property**"), and Block B of THE HERITAGE PARK SHOPPES, according to the subdivision plat recorded at Book 65 of Maps and Plats, Page 9 in the Official Records (the "**Exchange Property**"), and as more particularly set out in the Agreement; and

WHEREAS, pursuant to that certain Assignment and Assumption Agreement for Real Estate Acquisition and Exchange Agreement entered into between Oracle Greenock and Heritage West (the "**Assignment**"), Oracle Greenock assigned to Heritage West all rights, title and interest of Oracle Greenock in and to the Agreement, and Heritage West accepted such assignment and assumed all the duties, liabilities and obligations of Oracle Greenock under the Agreement and agreed to be specifically bound by the terms of the Agreement; and

WHEREAS, subparagraph 3(C) of the Agreement provides that the Agreement is contingent upon Oracle Greenock, Circle K, and the Consenting Owners executing the Second Amendment to Second Amended and Restated Common Operation and Reciprocal Easement Agreement but does not expressly require recordation of the document; and

WHEREAS, paragraph 5 of the Agreement provides that the Escrow Agent shall cause the Title Company to issue Title Commitments on the Acquisition Property and the Exchange Property immediately upon Opening of Escrow and that the Parties shall have until the expiration of the Due Diligence Period, defined in paragraph 7 of the Agreement as 45 calendar days from the Effective Date of the Agreement (which is June 5, 2026), to evaluate the Title Commitments; however, the Parties did not receive the Title Commitments until one day before the expiration of the Due Diligence Period; and

WHEREAS, Heritage West and the Town desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Defined Terms and Recitals. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement. The recitals set forth above are hereby incorporated herein by reference as if set forth in the body of this First Amendment.

2. Assignment. The Town hereby consents to the Assignment, and the terms and conditions of the Assignment are hereby incorporated by this reference as if set forth in full in this First Amendment.

3. Escrow Instructions

a. Subparagraph 3(C) of the Agreement is hereby amended to add the following language to the end of the sentence: "and the subsequent recordation of the Second Amendment to Second Amended and Restated Common Operation and Reciprocal Agreement in the Pima County Recorder's office."

b. Subparagraph 3(D) of the Agreement is hereby amended to provide that the date of Escrow Closing shall be no later than 90 days after the Effective Date except that if the contingency set forth in subparagraph 3(C) has not been satisfied within that 90-day period, the date of Escrow Closing will automatically be extended for an additional 30-day period.

4. Due Diligence Period. Paragraph 7 of the Agreement is hereby amended to extend the Due Diligence Period retroactively from its expiration date of June 5, 2026 for an additional 25 calendar days until June 30, 2026, to allow the Parties to fully evaluate the Title Commitments.

5. Amendment. This First Amendment shall modify and amend the Agreement only as specified herein. Except as amended by this First Amendment, the Agreement shall remain unchanged and in full force and effect and is hereby ratified by the Parties. This First Amendment may not be amended except by a written agreement executed by the Parties. To the extent any provision of this First Amendment is inconsistent with any provision of the Agreement, this First Amendment shall control.

6. Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Counterparts. The Parties may execute this First Amendment in counterparts, all of which, when taken together, shall constitute one and the same instrument. Executed copies of this First Amendment transmitted by facsimile and/or .PDF shall have the same force and effect as hard copy originals.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment as of the First Amendment Effective Date.

HERITAGE WEST:

Heritage West Ventures, LLC,
an Arizona limited liability company

By:_____
Name: Reid Hoge
Title: Manager

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Reid Hoge, Manager of HERITAGE WEST VENTURES, LLC, an Arizona limited liability company, on its behalf.

(Seal)

_____
Notary Public

THE TOWN:

Town of Marana,
an Arizona municipal corporation

By: _____
Name: Jon Post
Title: Mayor

ATTEST:

By: _____
Name: Jill McCleary
Title: Town Clerk

APPROVED AS TO FORM:

By: _____
Name: Jane Fairall
Title: Town Attorney

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT (this "**Assignment**"), is made as of JUNE 11, 2026 (the "**Assignment Effective Date**"), by and between **Oracle Greenock, LLC**, an Arizona limited liability company ("**Assignor**") and the **Heritage West Ventures, LLC**, an Arizona limited liability company (the "**Assignee**").

RECITALS:

A. Assignor and the Town of Marana, an Arizona municipal corporation (the "**Town**"), are parties to that certain Real Estate Acquisition and Exchange Agreement dated as of April 21, 2026 (the "**Agreement**"), for the acquisition and exchange of certain real property known as Lot 11 of the FINAL PLAT FOR HERITAGE PARK SHOPPES LOTS 2-13, according to the subdivision plat recorded in the office of the County Recorder of Pima County, Arizona (the "**Official Records**"), at Sequence No. 20250060228 (the "**Acquisition Property**"), and Block B of THE HERITAGE PARK SHOPPES, according to the subdivision plat recorded at Book 65 of Maps and Plats, Page 9 in the Official Records (the "**Exchange Property**"), and as more particularly set out in the Agreement; and

B. Assignor desires to assign the Assignee all of its rights, title and interest in and to the Agreement, and Assignee desires to acquire from Assignor such rights, title and interest of Assignor and to assume the duties, liabilities and obligations of Assignor under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT:

1. Defined Terms and Recitals. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement. The recitals set forth above are hereby incorporated herein by reference as if set forth in the body of this Assignment.

2. Assignment. Assignor hereby assigns to Assignee all rights, title and interest of Assignor in and to the Agreement, and Assignee hereby accepts such assignment.

3. Assumption. Assignee hereby assumes all the duties, liabilities and obligations of Assignor under the Agreement and hereby agrees to be specifically bound by the terms of the Agreement.

4. Counterparts. The parties may execute this Assignment in counterparts, all of which, when taken together, shall constitute one and the same instrument. Executed copies of this First Amendment transmitted by facsimile and/or .PDF shall have the same force and effect as hard copy originals.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the Assignment Effective Date.

ORACLE GREENOCK:

Oracle Greenock, LLC,
an Arizona limited liability company

By: _____
Name: Walter Hoge
Title: Manager

HERITAGE WEST:

Heritage West Ventures, LLC,
an Arizona limited liability company

By: _____
Name: Reid Hoge
Title: Managing Member

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the Assignment Effective Date.

ORACLE GREENOCK:

Oracle Greenock, LLC,
an Arizona limited liability company

By: _____
Name: Walter Hoge
Title: Manager

HERITAGE WEST:

Heritage West Ventures, LLC,
an Arizona limited liability company

By: _____
Name: Reid Hoge
Title: Managing Member

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT (this "**Assignment**"), is made as of JUNE 11, 2026 (the "**Assignment Effective Date**"), by and between **Oracle Greenock, LLC**, an Arizona limited liability company ("**Assignor**") and the **Heritage West Ventures, LLC**, an Arizona limited liability company (the "**Assignee**").

RECITALS:

A. Assignor and the Town of Marana, an Arizona municipal corporation (the "**Town**"), are parties to that certain Real Estate Acquisition and Exchange Agreement dated as of April 21, 2026 (the "**Agreement**"), for the acquisition and exchange of certain real property known as Lot 11 of the FINAL PLAT FOR HERITAGE PARK SHOPPES LOTS 2-13, according to the subdivision plat recorded in the office of the County Recorder of Pima County, Arizona (the "**Official Records**"), at Sequence No. 20250060228 (the "**Acquisition Property**"), and Block B of THE HERITAGE PARK SHOPPES, according to the subdivision plat recorded at Book 65 of Maps and Plats, Page 9 in the Official Records (the "**Exchange Property**"), and as more particularly set out in the Agreement; and

B. Assignor desires to assign the Assignee all of its rights, title and interest in and to the Agreement, and Assignee desires to acquire from Assignor such rights, title and interest of Assignor and to assume the duties, liabilities and obligations of Assignor under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT:

1. Defined Terms and Recitals. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to those terms in the Agreement. The recitals set forth above are hereby incorporated herein by reference as if set forth in the body of this Assignment.

2. Assignment. Assignor hereby assigns to Assignee all rights, title and interest of Assignor in and to the Agreement, and Assignee hereby accepts such assignment.

3. Assumption. Assignee hereby assumes all the duties, liabilities and obligations of Assignor under the Agreement and hereby agrees to be specifically bound by the terms of the Agreement.

4. Counterparts. The parties may execute this Assignment in counterparts, all of which, when taken together, shall constitute one and the same instrument. Executed copies of this First Amendment transmitted by facsimile and/or .PDF shall have the same force and effect as hard copy originals.

MARANA AZ

REAL ESTATE ACQUISITION AND EXCHANGE AGREEMENT

This Real Estate Acquisition and Exchange Agreement (this "Agreement") is made and entered into by and between the **TOWN OF MARANA,** an Arizona municipal corporation (the "Town"), and **ORACLE GREENOCK LLC,** an Arizona limited liability company ("Oracle Greenock"). The Town and Oracle Greenock are sometimes collectively referred to as the "Parties" and each is sometimes individually referred to as a "Party."

RECITALS

A. Fidelity National Title Agency, Inc., an Arizona corporation, as Trustee under Trust No. 60,578 ("Fidelity Trust 60,578"), holds fee title to **Lot 11** of the FINAL PLAT FOR HERITAGE PARK SHOPPES LOTS 2-13, according to the subdivision plat recorded in the office of the County Recorder of Pima County, Arizona, at Sequence No. 20250060228. Said Lot 11 is referred to in this Agreement as the "**Acquisition Property**."

B. Oracle Greenock is the sole beneficiary of Fidelity Trust 60,578 and holds sole beneficial title to the Acquisition Property.

C. The Acquisition Property, along with the other property, is subject to a Common Operation and Reciprocal Easement Agreement originally recorded in the Pima County Recorder's office on February 5, 2010, at Docket 13740 Page 1043 (Sequence No. 20100240384), as amended and restated by instrument recorded in the Pima County Recorder's office on March 5, 2010, at Docket 13759 Page 2854 (Sequence No. 20100430626), as amended by the first amendment recorded in the Pima County Recorder's office on August 20, 2020, at Sequence No. 20202330663, and by the second amendment recorded in the Pima County Recorder's office on March 7, 2025, at Sequence 20250660478, all of which are collectively referred to in this Agreement as the "COREA."

D. Oracle Greenock holds beneficial title to Lot 11 and remains the declarant for all the land subject to the COREA except for one lot owned by Circle K Stores, Inc., a Texas corporation ("Circle K").

E. Pursuant to Article 17 of the COREA, the COREA may be amended by written agreement, duly recorded in the office of the County Recorder of Pima County, Arizona and fully executed by and acknowledged by Oracle Greenock, the owners (as defined in the COREA) of seventy-five percent (75%) or more of the land area of the development subject to the COREA (the "Consenting Owners"), and the owner of the Circle K Parcel.

F. The Town holds fee title in and to **Block B** of THE HERITAGE PARK SHOPPES, according to the subdivision plat recorded in the office of the County Recorder of Pima County, Arizona, in Book 65 of Maps and Plats, Page 9. Said Block B is referred to in this Agreement as the "**Exchange Property**."

G. The Parties acknowledge that the current market value of the Exchange Property is $100,000.

H. The Town desires to acquire fee title in and to the Acquisition Property from Oracle Greenock if the Acquisition Property is removed from all obligations and restrictions under the COREA for so long as the Town owns the Acquisition Property.

I. Oracle Greenock desires to acquire fee title in and to the Exchange Property from the Town.

J. The Town is willing to transfer title to the Exchange Property to Oracle Greenock in exchange for a portion of the Acquisition Property of substantially equal value to the Exchange Property.

K. Oracle Greenock is willing to sell the remainder of the Acquisition Property to the Town for cash.

L. The Town is authorized by A.R.S. § 9-401 to acquire land, by A.R.S. § 9-494 to acquire property for public park purposes, and by A.R.S. § 9-407 to exchange land.

M. Pursuant to A.R.S. § 9-407(C), the Town has published a notice of intent to exchange the Exchange Property as part of its acquisition of the Acquisition Property, and this Agreement is authorized by Town ordinance adopted before the effective date of this Agreement.

AGREEMENT

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

1. *Effective date.* This Agreement shall be effective on the date it is fully executed by both Parties (the "Effective Date").

2. *Acquisition and Exchange*. Oracle Greenock agrees to sell, and the Town agrees to acquire the Acquisition Property for the total value of **$1,400,000**, consisting of a cash payment of **$1,300,000** plus the fee title transfer of the Exchange Property to Oracle Greenock, both of which will occur at Escrow Closing, as defined in subparagraph 3(D) below.

3. *Escrow Instructions*. Escrow will be opened with Stewart Title & Trust of Tucson, Jenny Morrow, Escrow Officer, 3939 E Broadway Blvd., Tucson, AZ 85711, (520) 917-6134, according to the terms of this Agreement, and the Parties agree to the exchange of real property as follows:

(A) *Oracle Greenock to the Town*. Oracle Greenock shall convey fee title in and to the Acquisition Property to the Town by Warranty Deed, free and clear of all liens and monetary encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due.

(B) *The Town to Oracle Greenock*. The Town shall simultaneously convey fee title in and to the Exchange Property to Oracle Greenock by warranty deed, free and clear of all liens and monetary encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due.

(C) *Contingencies*. This Agreement is contingent upon Oracle Greenock, Circle K, and the Consenting Owners executing the Second Amendment to Second Amended and Restated Common Operation and Reciprocal Easement Agreement in the form attached hereto as Exhibit A.

(D) *Escrow Closing*. The date of Escrow Closing shall be no later than 60 days after the Effective Date, except that if the contingency set forth in subparagraph 3(C) above has not been satisfied within that 60-day period, the date of Escrow Closing will automatically be extended for an additional 30-day period.

(E) *Prorations.*

(i) The date of Escrow Closing shall be used for proration of rents, property taxes and other similar costs,

(ii) Assessments due for improvement districts pertaining to the Acquisition Property shall be paid in full by Oracle Greenock prior to Escrow Closing,

(iii) Assessments due for improvement districts pertaining to the Exchange Property shall be paid in full by the Town prior to Escrow Closing, and

(iv) The terms of this Agreement shall be deemed the escrow instructions.

(F) *Forms.* All forms of interest to be conveyed shall be on forms approved by the Town.

(G) *Closing Costs.*

(i) All escrow fees, document preparation expenses, recording fees, and other reasonable and necessary costs incident to the conveyances of the Acquisition Property and the Exchange Property shall be split evenly by the Town and Oracle Greenock,

(ii) A standard form of title insurance policy for the Acquisition Property shall be provided to the Town and shall be paid for by Oracle Greenock,

(iii) A standard form of title insurance policy for the Exchange Property shall be provided to Oracle Greenock and shall be paid for by the Town,

(iv) If either Party requires an American Land Title Association (ALTA) extended coverage policy of title insurance (the "ALTA Policy") for the real property it is obtaining, the cost of the ALTA Policy shall be paid by the party requesting it, including the cost of any A.L.T.A. Land Title Survey (the "ALTA Survey").

4. *Right of entry.* Oracle Greenock and its employees, agents, and consultants are hereby granted the right to enter the Exchange Property as of the Effective Date of this Agreement. The Town and the Town's employees, agents, and consultants are hereby granted the right to enter the Acquisition Property as of the Effective Date of this Agreement. All rights of entry granted pursuant to this paragraph shall terminate when title is transferred, or in 180 days, whichever occurs first.

5. *Title Commitment/Title Insurance.* Immediately upon Opening of Escrow, the Escrow Agent shall cause Stewart Title & Trust of Tucson (the "Title Company") to issue a current title commitment on the Acquisition Property and Exchange Property (the "Title Commitments") and to provide copies thereof to the Town and Oracle Greenock. The Title Commitments shall be hyperlinked to copies of all title exceptions. The Parties shall have until the expiration of the Due Diligence Period to evaluate the Title Commitments and take whatever steps necessary, including additional negotiations with each other, the Title Company, and others, to obtain the removal or modification of any exceptions that the Town or Oracle Greenock finds objectionable in the respective Title Commitments.

6. *As-Is Condition.* UPON AND AS OF THE CLOSING, THE TOWN WITH RESPECT TO THE ACQUISITION PROPERTY AND ORACLE GREENOCK WITH RESPECT TO THE EXCHANGE PROPERTY ACKNOWLEDGES THAT IT IS ACQUIRING THE PROPERTY AND ANY IMPROVEMENTS THEREON, NOW OR HEREAFTER MADE THERETO, IN "AS IS" AND "WHERE IS" CONDITION, "WITH ALL FAULTS", AND THAT ORACLE GREENOCK IS SELLING THE ACQUISITION PROPERTY AND THE TOWN IS SELLING THE EXCHANGE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION "WITH ALL FAULTS;" (ii) NEITHER PARTY NOR ITS EMPLOYEES OR AGENTS HAS MADE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING ANY MATTER PERTAINING TO

THE PROPERTY OR ITS USE INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION, ZONING, USE, VALUE, INTENDED USE, OR OTHER CONDITION OF THE PROPERTY; (B) ITS MERCHANTABILITY; (C) ITS FITNESS FOR A PARTICULAR PURPOSE; (D) THE PHYSICAL CONDITION, ZONING, USE, VALUE, INTENDED USE, OR OTHER CONDITION OF ANY NEIGHBORING PROPERTY; OR (E) THE CLASSIFICATION OF THE PROPERTY FOR AD VALOREM PURPOSES, AND EACH SELLER SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTY OF WORKMANSHIP). PRIOR TO THE CLOSING, THE TOWN WITH RESPECT TO THE ACQUISITION PROPERTY AND ORACLE GREENOCK WITH RESPECT TO THE EXCHANGE PROPERTY SHALL HAVE HAD OPPORTUNITY TO INSPECT THE PROPERTY, TO EXAMINE, INSPECT AND INVESTIGATE ALL IMPROVEMENTS LOCATED THEREON, TO INSPECT AND EXAMINE THE SUBSURFACE OF THE PROPERTY AND ALL SOIL, ENGINEERING, ENVIRONMENTAL AND OTHER CONDITIONS AND REQUIREMENTS OF THE PROPERTY AND ANY PERSONAL PROPERTY, TO INSPECT AND EXAMINE THE ZONING, BUILDING AND GOVERNMENTAL REGULATORY MATTERS PERTAINING TO THE PROPERTY AND THE DEVELOPMENT THEREOF, TO DETERMINE THE AVAILABILITY OF WATER AND UTILITIES, TO EXAMINE AND DETERMINE SOILS OR ENVIRONMENTAL CONDITIONS, TO INVESTIGATE ANY ENCROACHMENTS WHICH WOULD BE DISCLOSED BY EITHER AN INSPECTION OF THE PROPERTY OR A SURVEY, OR OTHER CONDITION OF ANY NEIGHBORING PROPERTY, AND TO INVESTIGATE ANY POTENTIAL FOR FLOODING AND SUCH OTHER MATTERS AS MIGHT BE DISCLOSED OR DETERMINED BY AN EXAMINATION OF THE PROPERTY AND INDEPENDENT INQUIRY WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ALL ENVIRONMENTAL CONDITIONS WHETHER ON-SITE OR OFF- SITE, PATENT OR LATENT, PERTAINING TO THE SURFACE OR SUBSURFACE SOIL, AIR, SURFACE WATER OR GROUND WATER ON-SITE OR OFF-SITE; AND WILL PURCHASE THE PROPERTY IN ITS "AS-IS" AND "WHERE-IS", "WITH ALL FAULTS AND DEFECTS" CONDITION (INCLUDING PATENT AND LATENT) AS OF THE CLOSING SUBJECT TO THE EXPRESS REPRESENTATIONS.

7. *Due Diligence Period.* The Town shall have 45 calendar days from the Effective Date of this Agreement to enter upon and conduct inspections and investigations of the Acquisition Property to satisfy the Town with respect to the Acquisition Property's physical condition, financing, appraised value, condition of title, and feasibility and suitability for the Town's intended purpose. During the Due Diligence Period, the Town at its own expense, shall:

(A) Conduct all desired physical, environmental, geotechnical, and other types of inspections and investigations to determine the value and condition of the Properties;

(B) Make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and suitability of the Acquisition Property and the surrounding areas;

(C) Investigate applicable building, zoning, floodplain, fire, health, and safety codes, violations or defects; and

(D) Verify any other material fact or condition.

8. *Disapproval.* If the Town, in the Town's sole discretion, disapproves of any aspect of the Acquisition Property, financing, title, or other matter, Town shall deliver to Oracle Greenock notice of the items disapproved and state in the notice that Town elects to either:

(A) Immediately cancel this Agreement, or

(B) Provide Oracle Greenock an opportunity to correct the disapproved items.

9. *Environmental Representations.* The Parties agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Property and the Exchange Property. Each Party shall remain responsible for its obligations as set forth by law. With respect to the property owned by each Party and being conveyed to the other Party pursuant to this Agreement, each Party hereby represents and warrants that, to the best of that Party's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the property or within any surface or subsurface waters of the property; that no underground tanks have been located on the property; that the property is in compliance with all Federal, State, and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the property.

10. *Further Documentation.* The Parties hereto agree in good faith to execute such further or additional documentation as may be necessary or appropriate to effectuate this Agreement.

11. Possession. Possession of the respective properties shall take place upon the simultaneous recording of the warranty deeds described in subparagraphs 3(A) and 3(B) above.

12. *No Sale or Encumbrance.* Each Party shall not sell or encumber the land it is conveying pursuant to this Agreement to a third party prior to Escrow Closing.

13. *No Leases.* Each Party warrants to the other that there are no oral or written leases on all or any portion of the land it is conveying pursuant to this Agreement.

14. *No Salvage.* Neither Party shall salvage or remove any fixtures, improvements, or vegetation located within the land it is conveying pursuant to this Agreement. Personal property may be removed prior to Escrow Closing.

15. Taxes. Oracle Greenock acknowledges that this transaction may have tax consequences and acknowledges that the Town has advised Oracle Greenock to seek legal and/or financial assistance as necessary to determine those consequences.

16. *Risk of Loss.* Each Party shall be responsible prior to Escrow Closing for the risk of loss for any and all damage to the improvements located on or within the land it is conveying pursuant to this Agreement.

17. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by either Party except as expressly set forth in this Agreement. All prior agreements, oral or written, are revoked and superseded by this Agreement. No supplement, modification or amendment to this Agreement shall be binding unless in writing and executed by the Parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

18. *Waivers.* No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any waiver be a continuing waiver. Except as expressly provided by this Agreement, no waivers shall be binding unless executed in writing by the Party making the waiver. Either Party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other Party from the performance of any other obligation under this Agreement.

19. *Authority.*

(A) The Town represents and warrants that it is a municipal corporation duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signatures below, and to perform its obligations under this Agreement.

(B) Oracle Greenock represents and warrants that it is a limited liability company duly organized, validly existing under the laws of the state of Arizona, that it has all the requisite power and authority to execute this Agreement through the signature below, and to perform its obligations under this Agreement.

20. *Notices*. All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or USPS Express or Priority, addressed as follows:

If to the Town: Town of Marana
Legal Department
Attn: Real Property Manager
11555 W. Civic Center Dr.
Marana, AZ 85653
Telephone: (520) 382-2611

If to Oracle Greenock: Oracle Greenock LLC
Attn: Walter Hoge, Manager
2440 S. 34th Place
Tucson, AZ 85713
Telephone: (520) 318-4233

All notices shall be deemed given when delivered or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21. *Brokers' Commissions and Fees*. The Town and Oracle Greenock warrant, each to the other, that there are no fees or commissions owing to any broker or other person for bringing about the real estate acquisition and exchange contemplated by this Agreement. The Party under whom any claim to a broker or finder fee, commission or other compensation is made in connection with this transaction shall indemnify and hold harmless the other Party from and against the claim and all costs, attorneys' fees, witness fees, and other expenses and liabilities incurred in connection with it.

22. *Miscellaneous*.

(A) This Agreement may not be modified except in a writing signed by the Parties.

(B) Time is of the essence of this Agreement.

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

(D) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the extent permissible by law, provided the fundamental purposes of this Agreement are not defeated by such severability.

(E) If either Party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting Party or the Party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees.

(F) All representations and warranties contained in this Agreement shall survive Escrow Closing and shall also extend to and be binding upon the Parties, their assignees, heirs, devisees, personal representatives or other successors in interest, irrespective of how said interest was acquired.

(G) The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

(H) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(I) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that no assignment of this Agreement shall in any way relieve the assignor of its obligations under this Agreement.

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

[REMAINDER OF PAGE BLANK EXCEPT FOR DOCUMENT FOOTER; SIGNATURE PAGE FOLLOWS]

ORACLE GREENOCK LLC, an Arizona limited liability company

Walter Hoge, Manager

Date: 3/25/26

TOWN OF MARANA, an Arizona municipal corporation

Jon Post, Mayor

Date: 4-21-26

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 25th day of March, 2026, by Walter Hoge, Manager of ORACLE GREENOCK LLC, an Arizona limited liability company, on its behalf.

(Seal)

JANICE D CHAPMAN
Notary Public, State of Arizona
Pima County
Commission # 683731
My Commission Expires
May 16, 2029

Notary Public

Council-Regular Meeting **C11**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-046: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Communication Services License issued to Trico Electric Cooperative, Inc. (Jane Fairall)

Discussion:

Trico Electric Cooperative, Inc. applied to the Town for a license agreement to install fiber optics in the Town's right-of-way on and within existing Trico overhead and aboveground facilities within Trico's service area in order to provide broadband fiber internet services to customers. Town staff has negotiated the proposed agreement with Trico, which generally follows the same standard form of agreement that the Town Council has previously approved for another broadband fiber internet service provider using the Town's right-of-way for its facilities.

Under the terms of the agreement, Trico is granted the nonexclusive and revocable right to construct, install, operate, and maintain its infrastructure and communication facilities and equipment in the Town's right-of-way and, if approved by the Town, on other Town property. To exercise this right, Trico will be required to apply to the Town for right-of-way permits in each area where Trico desires to install its system, and to comply with the Town's right-of-way permit specifications and the Town's construction specifications, attached to the agreement as Exhibits A and B, respectively. The agreement has an initial term of 5 years. The term will automatically renew for three additional 5-year terms for a total term of 20 years unless either party provides the other party with prior written notice of its intent not to renew no less than six months prior to the end of the then-current term. Upon termination of the agreement, Trico will either be required to remove its equipment and facilities from the

right-of-way and restore the right-of-way to its previous condition, or may be permitted by the Town to abandon certain underground facilities in place.

Financial Impact:

The agreement requires that Trico pay an annual fee in the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use (unless Trico qualifies for an exemption from these fees under Arizona state law). The annual fee will be adjusted annually based on the percentage of change in the consumer price index ("CPI") for the previous 12-month period, except that in no event will the fee be reduced from one year to the next. If Trico desires to use any Town-owned conduit for its facilities, Trico must pay the Town $0.40 per foot, per year for such conduit use. The agreement also provides that Trico may provide in-kind services to the Town to offset fees due to the Town, by installing additional conduit or additional dark fiber strands to be dedicated to the Town's ownership and use when the parties agree. Finally, Trico must pay the Town's standard right-of-way permitting fees as set forth in the Town's comprehensive fee schedule.

Staff Recommendation:

Staff recommends approval of the license agreement.

Suggested Motion:

I move to adopt Resolution No. 2026-046, approving and authorizing the Mayor to execute the Town of Marana Communication Services License issued to Trico Electric Cooperative, Inc..

Attachments

Resolution No. 2026-046

Exhibit A - Trico Agreement

MARANA RESOLUTION NO. 2026-046

RELATING TO TRAFFIC AND HIGHWAYS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN OF MARANA COMMUNICATION SERVICES LICENSE ISSUED TO TRICO ELECTRIC COOPERATIVE, INC.

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to exercise exclusive control over the streets, alleys, avenues and sidewalks of the town; and

WHEREAS Trico Electric Cooperative, Inc. applied to the Town for permission to use the public rights-of-way within the Town to construct, install, operate, and maintain a fiber optic infrastructure network for the purpose of offering broadband fiber internet services; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this Communication Services License agreement with Trico Electric Cooperative, Inc..

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Town of Marana Communication Services License issued to Trico Electric Cooperative, Inc., attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of June, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA COMMUNICATION SERVICES LICENSE ISSUED TO TRICO ELECTRIC COOPERATIVE, INC.

THIS LICENSE (“License”) is issued by the Town of Marana, an Arizona municipal corporation (“Town”) to Trico Electric Cooperative, Inc., an Arizona nonprofit corporation (“Licensee”). The Town and Licensee are each a “Party” and collectively the “Parties”.

RECITALS

A. On or about May 27, 2026, Licensee applied to the Town for permission to use the Public Rights-of-Way within the Town to construct, install, operate, and maintain a fiber optic infrastructure network for the purpose of offering broadband fiber internet services ("Communication Services") as appropriate; and

B. The Town is empowered to regulate its streets, alley and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation, repair, and maintenance of facilities within the Town’s boundaries pursuant to Town Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including A.R.S. §§ 9-581, 9-582, and 9-583), by the Town’s police powers, its authority over Town’s public right-of-way, and its other governmental powers and authority; and

C. The Town Council has authorized the Mayor or designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the Town or on other Town-owned property to provide Communication Services as appropriate.

LICENSE

NOW, THEREFORE, Town hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) this License. Additional definitions for this License include:

“ACC" means the Arizona Corporation Commission or its successor agency.

“A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", “Video Services”, and “Video Services Network” have the same meanings as defined in Chapter 9-9 of the Marana Town Code and A.R.S. § 9-1401.

"Commercial Mobile Radio Service" has the same meaning as defined in A.R.S. § 9-581(1), as amended.

"Communications Services" means Licensee’s provision of broadband fiber internet service using facilities in the Public Rights-of -Way.

“Dark Fiber” means fiber optic strands that Licensee has laid or installed, but is not currently being used in fiber-optic communications.

“Day” means calendar day unless noted otherwise.

“Effective Date” means the date of the signature of the last Party to sign this License.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from its customers for broadband transmission services that are provided to its customers through the System located at least in part on Public Property.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"License" means this non-exclusive authorization granted by the Town to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Trico Electric Cooperative, Inc., and Arizona nonprofit corporation with its principal place of business at 8600 W. Tangerine Road, Marana, Arizona, to which this License is granted.

"Licensor" means the Town of Marana, Arizona, a municipal corporation of the State of Arizona as represented by the Town Council and acting through the Town Manager or the Town Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

"Public Property" means Public Rights-of-Way within the Town or other Town-owned property.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the Town's corporate boundaries.

"Right-of-Way Permit" means the nonexclusive permission granted by the Town to Licensee within the Public Rights-of-Way for the specific location of Licensee's System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the Town Code, applicable Rights-of-Way construction regulations, and other applicable law.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the Town on other Town-owned property, and which are used to provide Communication Services.

"Town" means the Town of Marana, Arizona.

"Town Council" means the Council of the Town of Marana.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Marana Town Code, and Arizona and federal law, the Town grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other Town-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the Town for right-of-way permits that set forth the specific location of Licensee's System. All permit applications shall also comply with the Right-of-Way Permit Specifications attached to and incorporated within this License as **Exhibit A**. The Town may approve, deny, or conditionally approve Licensee's right-of-way permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the Town Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, Licensee may place its System on property owned by third parties, such as an electric utility company or other private property owners, provided, however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way construction regulations and is installed underground in accordance with applicable law including the Marana Town Code. Upon request from the Town, Licensee must promptly furnish to the Town documentation of the third-party property owner's permission. By executing this License, the Town does not waive any rights that the Town may have against any public utility or other third party to require such owners to obtain the Town's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the Town. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the Town until Licensee has applied for and received approval for a right-of-way permit under Chapter 12-7 of the Marana Town Code. Additionally, Licensee must comply with all other provisions of the Marana Town Code including, but not limited to, Chapter 17-4 related to zoning, Chapter 17-13 related to grading and related site work, and other applicable Town regulations.

2.1.4 Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other Town-owned property is subordinate to any Town prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements, provided, however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

2.1.5 Nothing in this License will be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining the Town's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the Town, to remove, relocate, or abandon in place Licensee's System to accommodate the Town's projects and activities. The Town will not be liable for Licensee's lost revenues, however caused, due to any Town activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of Town facilities and any other lawful project or activity in the Public Rights-of-Way, provided, however, the Town's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services, including a high-speed fiber-to-the-home ("FTTH") network offering broadband internet to residential and commercial customers in the Town of Marana. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under

this License until Licensee receives the proper authorization; (ii) if Licensee possesses a CC&N, Licensee shall furnish a copy to Town prior to the Effective Date; (iii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to Town as provided in this License within 30 days of receipt; and (iv) Licensee will indemnify, defend, save, and hold harmless the Town as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other Town-owned property.

2.2.4 Licensee must obtain the proper and necessary right-of-way or other permit before Licensee begins any work or construction in the Public Rights-of-Way or on other Town-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee must install and construct Licensee's System in accordance with the Marana Town Code, all other Town construction specifications and regulations, and the construction specifications set forth in **Exhibit B**. This License permits Licensee's construction of its System within the Public Rights-of-Way or on other Town-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Marana residents and other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the Town for approval, which approval the Town will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Pima Association of Governments as amended (hereinafter referred to as "PAG Specs"), the Town supplements to PAG Specs, and all lawful and reasonable requirements of the Town, and must follow and comply with industry best practices and standards.

2.2.6 Any changes to the System must be approved in writing by the Town Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by Town in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate Town and third-party facilities, and which are subject to materials testing pursuant to PAG Specs and the Town supplements to PAG Specs. All testing results must be sent to the Town within three business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the Town to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the Town Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit a right-of-way permit application(s) together with the details, plans, and specifications for the Town's review and approval, and pay all applicable application, review, and inspection fees before any construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System, including related facilities or equipment, are depicted on the map attached and made a part of this License as **Exhibit C** ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the Town as part of the right-of-way permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.4. Proposed locations of the System that are part of any right-of-way permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit C and must be updated at the time of License

renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the Town through the Right-of-Way Permit process, Licensee has expressed its intent and the Town has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect Town streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the Town Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial right-of-way permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the right-of-way permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System (except that aerial overlashing is not permitted), attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the Town to use the Public Rights-of-Way and on other Town-owned property. Under this section, Licensee must first provide written notice to the Town of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). If the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the Town for use of the Public Rights-of-Way.

3.1.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.1.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such Agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.2 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the Town to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the Town Engineer.

3.3 Compliance with Laws.

3.3.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Marana Town Code, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.3.2 To the extent that Licensee uses the Public Rights-of-Way or other Town-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other Town-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.4 Reports.

3.4.1 Upon request, Licensee will provide to Town copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with

jurisdiction into any matters that directly affect this License.

3.4.2 In addition to the reports required in Section 4.2.5 of this License, upon Town's request, Licensee will provide Town with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.5 Non-Interference.

3.5.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other Town-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the Town's jurisdiction as described in PAG Specs, Town supplements to PAG Specs, and the Town's rules and regulations. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the Town and furnish them to Town within 60 days of installation. Licensee must furnish such information in an electronic format compatible with the then-current Town electronic format.

3.5.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other Town-owned Property as may be necessary to facilitate any public purpose or any Town project or activity whenever directed to do so by Town in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from Town including the Town's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and right-of-way permit. Licensee must reimburse the Town for any direct or indirect damages incurred by the Town because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.5.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repairing any portion of its System in the Public Rights-of-Way and on other Town-owned property. Notwithstanding the foregoing, Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the Town for such repairs. Licensee will notify Town, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER TOWN-OWNED PROPERTY

4.1 Application Fee. Licensee must pay the Town an application fee in the amount set forth in the Town's comprehensive fee scheduled approved by the Town Council and amended from time to time to process the application for this License before approval of this License is submitted to the Town Council.

4.2 Annual Fee. The Town's Public Right-of-Way is held in public trust and is a valuable asset that requires fair and reasonable compensation for its use by Licensee. Licensee must pay an annual fee to use the Public Rights-of-Way and other Town-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee"). Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583.

4.2.1 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence, exclusive of facilities used by the local network and the portion of the interstate network that carries intrastate calls, or if Licensee leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use. Town may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.2 If Licensee leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use.

4.2.3 If Licensee places empty conduit in the Public Rights-of-Way or on other Town-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2025) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use.

4.2.4 On the annual anniversary of the Effective Date, Licensee will report to the Town the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee under Sections 4.2.1, 4.2.2, or 4.2.3 permitted and installed in the Public Rights-of-Way or on other Town-owned property. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on Town-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.5 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other Town-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the 12 consecutive months prior to the anniversary date of the Effective Date and multiply this amount by 3%. The Licensee must pay, and the Town must receive, any Annual Fee that is due before the Town will issue any new right-of-way permits for additional facilities or equipment in the Public Rights-of-Way or other Town-owned property.

4.2.5 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous 12-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous 12-month period. If the BLS ceases publication of the specified CPI, Town and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use Town's Conduit. If Licensee wishes to occupy conduit owned by the Town located within the Town and which Town controls, Licensee must pay the Town $0.40 per foot, per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the conduit is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the Town's conduit(s) must be reflected in Exhibit C.

4.4 In Kind. Town may from time-to-time request Licensee to install additional conduit or additional dark fiber strands to be dedicated to Town's ownership and use for any purpose ("Town Dedicated Conduit/Dark Fiber") in segments of the System that, at the time of the request, have not yet been constructed. Licensee shall evaluate such requests and engage in good faith discussions with Town as to the schedule, specifications, fair market value, and other terms and conditions of Licensee's construction of such Town Dedicated Conduit/Dark Fiber. If the Parties agree on such terms and conditions, which shall be memorialized in writing, then upon Licensee's completion of construction of the Town Dedicated Conduit/Dark Fiber, Licensee shall dedicate the same to Town by a bill of sale substantially in the form attached hereto as **Exhibit D**. The Town Engineer and IT Director or their designee(s) shall sign off on the bill of sale. The agreed upon fair market value of Town Dedicated Conduit/Dark Fiber in a given year shall be an offset against the total amount next due and payable by Licensee to Town. If the fair market value of the Town Dedicated Conduit/Dark Fiber exceeds the amount due and payable by Licensee to the Town for a given year, such amount in excess of the amount due and payable by Licensee for a given year shall serve as a credit against the amount due and payable by Licensee to the Town for future years. Unless otherwise agreed to by the Parties, the fair market value of Town Dedicated Conduit/Dark Fiber shall be the sum of: (i) Licensee's actual incremental cost of installing the Town Dedicated Conduit/Dark Fiber, and (ii) a proportionate share of Licensee's fixed costs of

installation of the segment of the System in which the Town Dedicated Conduit/Dark Fiber is located, calculated based on the total linear feet of the Town Dedicated Conduit/Dark Fiber as a percentage of the total linear feet of the conduit installed in such segment of the System.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the Town by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of 1.5% per month.

4.6 Invoice and Payment Information:

4.6.1 The Town will send invoices for fees and charges under this License to Licensee at the following address:

Trico Electric Cooperative, Inc.
8600 W Tangerine Road
Marana, AZ 85658

Invoicing contact information: ap@trico.coop & danam@trico.coop
Submit invoices to: ap@trico.coop & danam@trico.coop
Invoicing/Payment Questions: ap@trico.coop & danam@trico.coop

4.6.2 Licensee will send payment to the Town under this License made payable to the "Town of Marana" at the following address:

Town of Marana
ATTN: Finance
11555 W. Civic Center Drive
Marana, AZ 85653
Phone: 520-382-1990
Email: financemgr@maranaaz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable Town, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth in this Section 4, Licensee shall pay all regular Town fees and charges for Right-of-Way Permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by Town and applicable to persons doing work in the Public Rights-of-Way or on Town-owned property. If the Town reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications, and construction of the System, Licensee must reimburse the Town for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within 45 Days after the Effective Date of this License, Licensee must deposit with the Town one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $75,000 ("LOC"); or (ii) a cash bond in the amount of $75,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in **Exhibit E**. The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any Town department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the Town that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will not be required to replenish any draw down of the LOC or Bond during the term of this License, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the Town by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the Town Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the letter of credit are in addition to all other rights of the Town, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the Town may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the Town by presentation of written notice to Licensee as provided in this License, signed by the Town Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the Bond are in addition to all other rights of the Town, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the Town may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other Town-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the Marana Town Code, Town of Marana rules and regulations, and the PAG Specs and the Town's supplements to the PAG Specs, reasonably satisfactory to the Town Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then Town shall have the option, upon 15 days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the Town at Town's standard rates, plus an administrative fee of 15%. Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by Town, Licensee must, within 30 days, reimburse Town for such costs. Licensee agrees to pay within 30 days from the date of issuance of an invoice and explanation of costs and fees from Town.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five years from the Effective Date. The term will automatically renew for three additional five-year terms for a total term of 20 years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND VALIDITY

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed Town's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of Town to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities

including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The Town in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance. Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The Town of Marana, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The Town of Marana its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the Town of Marana.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The Town of Marana its agents, representatives, officers, directors, officials, employees, and volunteers must be named as

an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or Town-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Technology E&O	$5,000,000
Data Breach Liability	$5,000,000
Sublimits:	
Privacy Breach Expenses	$2,000,000
Public Relations Expenses	$2,000,000
Network Extortion	$2,000,000
Network Business Interruption	$2,000,000
Network Asset Damage	$2,000,000
Privacy Regulatory Proceedings, Fines & Penalties	$500,000

(a) If the insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three years following termination or expiration of this Licensee. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.

(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements. The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the Town, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation. Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after 30 days' prior written notice has been given to the Town. Such notice must be sent directly to the addresses listed below

and must be sent by certified mail, return receipt requested:

Town of Marana
Attention: Risk Manager
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1917

With a copy to: Town Attorney
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1941

7.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. Town in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage. Licensee must furnish Town with certificates of insurance (ACORD form or equivalent approved by Town) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the Town of Marana Risk Manager at the address listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At Town's request, Licensee must make certified copies of all insurance policies required by this Licensee available for Town's review through a representative and at a location within Pima County, Arizona designated by Licensee.

7.7 Contractors. Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name Town of Marana as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval. Any modification or variation from the insurance requirements in this License must have prior approval from the Risk Manager, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless Town and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other Town-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or Town-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other Town-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action

claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other Town- owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by Town or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence Town may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of Town; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other Town-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee is responsible for all damage to its property and equipment related to this License unless caused by the negligence of the Town or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public Rights-of-Way or Town-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other Town-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the Town by an ordinance or resolution passed by the Marana Town Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of Town, which consent will not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the Town's consent.

8.3 Notice to Town. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and Town. Licensee must provide Town a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the Town within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the Town for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the Town for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Marana Town Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method

for effecting change of control or transfer of the License without Town Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in Town in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's System in Town if the purchaser has the resources and ability to fulfill the obligations of this Agreement, provided that no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees in writing to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the Town a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee will be required to pay a new license application fee in the amount set forth in the Town's comprehensive fee scheduled approved by the Town Council and amended from time to time to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer, except when a transfer is completed in accordance with Section 8.6 above.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted Town under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of Town to use all the Public Rights-of-Way and other Town-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of- Way and on other Town-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any Town franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five business days from the date of notice from the Town constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Marana Town Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of a right-of-way permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate right-of-way permit to perform work on Public Property.

10.3 Town's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, Town may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Town's option: (i) revoke any or all right-of-way permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The Town's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the right-of-way permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by Town or pledged or otherwise obligated to Town by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which Town may be entitled, subject only to the limitation set out below on Town's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that Town suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by Town, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to Town as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The Town may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	**Violation Use Fee Description**
$600	Licensee's failure to properly restore Public Property within five business days after notice, or timely perform work within five business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy Inconvenience Costs that Town suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fees does not in any way excuse any breach by Licensee of this License or limit in any way Town's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fees does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fees.

10.5 Enforcement of Violation Use Fees: Appeal. The Town Engineer is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and Town-owned property through Violation Use Fees. The Town Engineer will issue a warning for the first violation by a Licensee under this section. The Town Engineer will issue notice to the Licensee as listed in Section 14.16. If the Town determines that Licensee is liable for a Violation Use Fee, the Town will issue to Licensee a notice of Town's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the Town's notice or may request a review hearing of the notice of violation before the Town Manager or designee. The review hearing shall be conducted in an informal manner and rules of evidence shall not apply.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the Town is authorized to issue notices of violation of this License, prosecute violations of the Marana Town Code, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and Town-owned property. The Town Engineer will issue a warning for the first violation by a Licensee under this section. The Town Engineer will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by Town to demand any performance required of Licensee under this License, and no acceptance by Town of any imperfect or partial performances under this License, will excuse such performance or impair in any way Town's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by Town of payments or other performances hereunder will be deemed a compromise or settlement of any right Town may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by Town of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent Town from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by Town or Licensee concerning payments or other performances due hereunder, or failure by Town to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop Town (or otherwise impair Town's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against Town unless made in writing by a duly authorized representative of Town specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of Town's Expenses. Licensee must pay to Town within 45 days after Town's demand all amounts expended or incurred by Town in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from Town) together with interest thereon at the rate of 1% per annum from the date expended or incurred by Town.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. If the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two years for reasons other than Force Majeure, or if such System or property has been installed in any Public Rights-of-Way or other Town-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the Town, begin removal of the System and related appurtenances from the Public Rights-of-Way and other Town-owned property other than such underground facilities which the Town may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other Town-owned property or other area from which

such property has been removed to a condition satisfactory to the Town subject to the Town's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other Town-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other Town-owned property without the consent of the Town 180 days after the revocation of the License will be at the option of the Town considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with any applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the Town may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in the Marana Town Code and subject to these terms and conditions, this License may, after Town Council consideration, be revoked, altered, or suspended by the Town as the Town deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If Town incurs any liability, obligation, damage, cost, expense, or other claim of any description for which the Town is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the Town, unless Licensee gives prompt statement or notice to Town of Licensee's commitment to indemnify, defend, and hold Town harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold Town harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the Town harmless; and (ix) Licensee is found liable under Section 10 for five public safety violations within a period of 12 consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the events described in Section 12.1 occur, Licensee must cure the default within 60 days after receipt of notice from the Town. Licensee will be held in material breach under this Section 12: (i) if Licensee fails to cure the license event of default listed in Section 12.1 within 60 days after notice from the Town; or (ii) if a license event of a default listed in Section 12.1 cannot be cured within 60 days after notice from the Town and Licensee fails to begin and diligently pursue to cure the default.

12.3 Town Determination; Town Council Consideration. If Licensee is held in material breach as provided in Section 12.2, the Town will notify Licensee as provided in Section 14.16 of the Town's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. The Town will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the Town Council meeting when the matter will be heard and the principal reasons for the proposed action. The Town Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the Town's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the Town may declare a forfeiture, whereupon all

rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other Town-owned property and restore the Public Rights-of-Way and other Town-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the Town may perform the work and collect the Town's cost from Licensee. At the Town's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other Town-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the Town or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other Town-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other Town-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the Town upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the Town.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the Town Engineer has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The Town may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The Town may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the Town.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the Town is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 *et seq*.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and Town ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the Town. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the Town's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the Town the letter of credit or bond and insurance certificates as required by the License within 45 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License,

or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the Town in writing as provided in Section 14.16.

14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the Town under A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Town Council, or any employee of the Town has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the Town has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the Town the right to direct Licensee or Licensee the right to direct the Town as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Pima County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee:
Trico Electric Cooperative, Inc.
8600 W. Tangerine Road
Marana, AZ 85658
Email: legal@trico.coop & wcrane@trico.coop

To the Town:
Town of Marana
Attention: Town Manager's Office
11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to:
Town of Marana
Attention: Legal Department
11555 W. Civic Center Drive
Marana, Arizona 85653

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party

as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the Town and available for inspection, constitute the entire agreement between the Town and Licensee with respect to the transactions contemplated herein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A - Right-of-Way Permit Specifications
Exhibit B - Construction Specifications
Exhibit C – Service Area
Exhibit D - Form of Bill of Sale of Licensee-Built Town Dedicated Conduit/Dark Fiber
Exhibit E – Standards for Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the Town, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy,

acts of the Federal Government, acts of Pima County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the Town's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to Town staff of any Town department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Town from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A. A breach of this warranty will be deemed a material breach of this License and may be subject to penalties up to and including revocation of the License. Town retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

14.26 Lawful Presence Requirement. A.R.S. §§ 1-501-502 prohibit the Town from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Town-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.29 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and always protected by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must

immediately notify the Town contact. Licensee agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. Town shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the Town Manager, Police Chief, Town Public Works Director, or Town Water Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the Town or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the Town of the public emergency and the action taken by the Town as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by Town.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the License or proof of membership must be filed with the Town.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the Town including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Pima County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the date of the last Party's signature below (the "Effective Date").

"**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

"**LICENSEE**":
Trico Electric Cooperative, Inc., an Arizona nonprofit corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

State of _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2026, by _____, _____ of Trico Electric Cooperative, Inc., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

EXHIBIT A
Right-of-Way Permit Specifications

A. Licensee's overall Town final construction plan shall designate geographic areas approved by the Town in each of which Licensee shall apply for an individual permit (an “Area Permit”).

B. All Right-of-Way Permits shall be subject to the Town’s general permit requirements, subject to the exceptions and additions noted below. For the avoidance of doubt, in the event of a conflict between the Town’s general permit requirements and this Exhibit A, this Exhibit A shall govern.

C. Licensee shall, at the time it applies for each Area Permit:

1. Submit to the Town Engineer the permit application information, which shall identify the specific location of the Public Rights-of-Way in which the proposed construction is to take place, which shall include:

   a. The geographic overview of the extent of the projected Public Rights-of-Way to be permitted by the Area Permit.

      i. To conform with Marana Town Code Section 12-7-5(B)(5)(a), Licensee will use the Town supplied 2024 (or later) imagery layer to depict the pavement, curbs, driveway, sidewalks and landscaping;

      ii. To conform with Marana Town Code Section 12-7-5(B)(5)(b), Licensee will depict all relevant Town utilities and structures requested by Licensee and provided to the Town.

   b. The Design Plan (showing the north arrow, design details, method of construction details, restoration details, locations of proposed conduits and structures) shall be prepared at a print sizing of 24” x 36”. The diagraming shall include:

      i. North Arrow correctly oriented.

      ii. Labels for streets and cross streets.

      iii. Parcel address numbers where applicable.

      iv. The size, type, and approximate running line of new duct and fiber facilities.

      v. The size, type, and approximate placement of Licensee handholes and service boxes, pull points, and junctions.

      vi. The construction techniques to be used in accomplishing the installation.

      vii. Typicals will include:

         1. Bore, trench, structure installation and restorations typicals

         2. Standard offset from curb or sidewalk

   c. Typical Traffic Control Plans for traffic lanes and sidewalks per the federal Manual Uniform Traffic Control Devices guidelines.

   d. Preliminary schedule of the work to be performed.

   e. Sample of the notification letter/door hangers.

   f. Marana Business License for Licensee and contractors and subcontractors.

   g. Certificate of Insurance as described by the License.

   h. Certificate of Insurance for any and all contractors and subcontractors.

   i. Performance Bond as described by the License

2. Verify that Licensee has obtained, or will obtain prior to commencing the construction, approval for the placement of the facilities and any required permits from any other entity (not including departments or

agencies of the Town) whose approval is required by law.

3. Be current on all applicable fees for the requested permit or permits.
4. Submit the Area Permit application through the Town portal.

D. Upon reasonable consideration of the dates requested by the Licensee and other planned and/or ongoing construction work in the affected Public Rights-of-Way, and without causing material delay to Licensee, the Town Engineer, after consultation with Licensee, shall determine the timing of the proposed construction and duration of Area Permits. It is anticipated Area Permits will be effective for no less than 12 months with the option to renew for additional six-month periods as needed.

E. In addition to the Area Permit, Licensee shall apply for and be granted a Blanket Permit to install Service Drops. A Service Drop shall be defined as a singular network extension from the existing Licensee Infrastructure to a building or structure where a service request has been made.

1. A Simple Drop shall be defined as a singular from the ROW to private property and terminating to the same private property.
2. A Complex Drop encompasses any Service Drop that is constructed underneath hardscape Town assets such as sidewalks.
3. A single Blanket Permit application shall be submitted at the end of each calendar month and consist of a list of:
    a. The address of each Service Drop installation for the previous calendar month.
    b. The designation of each Service Drop as Simple or Complex.
    c. Dates during which any excavation occurred for each Service Drop.
    d. Brief description for each Service Drop.
    e. Quality photos of the restoration of each Service Drop.
4. Blanket Permits for Service Drops are subject to the notification, inspection, and restoration requirements of the Area Permit.

F. Licensee shall publicize scheduled work related to the construction of the System by providing:

1. Written notice of the work to the Public Works Director or his/her designee at least 30 days before the commencement of the work and no later than ten days prior to beginning construction along any specific portion of the Public Rights-of-Way,
2. Notification to those persons affected by the construction not less than three days prior to construction. Affected persons may be notified by mail, distribution of flyers, and door hangers to residences.
3. Any lane closures or full closures will require a traffic alert with a minimum of five business days' notice
4. Licensee shall create and maintain a website for public dissemination of the general progress and updates to provide adequate notice to affected persons.
5. Any notification must provide adequate information to notify the affected persons of the construction work that is to be undertaken, as well as the name and telephone number of a contact person designated by Licensee to respond to affected persons.

EXHIBIT B
Construction Specifications

A. All construction in the Public Rights-of-Way by the Licensee shall be subject to the Town's general Public Rights-of-Way construction and restoration requirements, subject to the exceptions and additions noted below. For the avoidance of doubt, in the event of a conflict between the Town's general construction and restoration requirements and this Exhibit B, this Exhibit B shall govern.

B. Licensee agrees that construction of facilities in the Public Rights-of-Way shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, storm or sanitary sewers, traffic signals, street lights, and other utilities and conduits in the Public Rights-of-Way, or with the public's use of the Public Rights-of Way, and shall to the maximum degree feasible, be coordinated with any construction being simultaneously undertaken at the same location by another provider of telecommunications, broadband, or cable service, or by a provider of utilities. A drawing showing the location of the work or the use requested in the permit application and any associated equipment, together with typical Traffic Control Plan (TCP) plans, shall be submitted with the Area Permit application. The TCP plan shall be separate from drawings identifying the typical location within each Public Rights-of-Way in which the proposed construction is to take place. The TCP plan must meet the requirements of the current version of the Manual on Uniform Traffic Control Devices.

C. Licensee will comply with the Town's construction noise ordinance, as it is in effect at the time construction is occurring, regardless of the date of permit issuance date.

D. The following exceptions to the Town's general Public Rights-of-Way construction and restoration requirements shall apply:

    1. Licensee shall be permitted to deploy at any one time, without separate written permission from the Town Engineer, at least one but no more than 20 excavation crews. Permission may be granted for deployment of more than 20 crews, or for crews in excess of the stated size, upon submission of a written request and coordination with the Town Engineer.

    2. After work is started in one Area Permit, a new permit may be filed by Licensee for the next Area Permit. Work in up to three permit regions may be permitted simultaneously provided field work progress, including resolution to any issues that may arise in due course of the work that have been identified are proactively being addressed to the satisfaction of the Town Engineer.

    3. The typical depth of the underground facilities may be 24 inches from the existing grade in all road classifications except those non-residential roads classified as Major Streets at the time the permit is issued and as depicted on the Marana interactive Web Viewer.

        a. Underground facilities placed in nonresidential streets that are classified as Major Streets may be placed at 48 inches from the existing grade.

    4. Licensee shall provide the name and contact information for Licensee's liaison who will participate in contact meetings with Town permit staff to ensure traffic and parking impact information has been provided for the current Permit for 311 and communication purposes.

E. In compliance with Marana Town Code and regulations, and any Town-approved exceptions to the Code or regulations, Licensee will primarily utilize directional boring or similar construction techniques for the underground facilities installations and will comply with the following:

    1. Licensee shall install HDPE micro ducts bundled as the fiber network design requires with individual ducts no greater than 1 inch in outside diameter. Individual ducts may be sheathed together in one or more bundles.

    2. Installation of extra conduits will be placed on an as needed basis according to the Licensee network design criteria.

    3. Town will not require the encasement in concrete and magnetic tapes not practical for boring methodologies. However tracer wire will be placed with underground installations, such that the conduit

can be located per blue stake laws.

4. Licensee shall be responsible for verifying the location of all underground utilities in accordance with the “blue stake” provisions of state law, A.R.S. § 40-360.22. The excavator shall visually check the drill head each time it passes through potholes, entrances and exit pits, including during pullback. The pothole excavation in paved areas shall be restored to the extent of the excavation as described in this Exhibit C or other construction plans.
5. Licensee shall follow standard pothole restoration for boring methodology regardless of pavement condition:
    a. Edges of pothole to be saw cut with lines either perpendicular or parallel to direction of travel or by circular cores not to exceed 8" diameter.
    b. Sand layer may be used to encapsulate existing and proposed utilities with at least 1” of cover.
    c. Layered with flowable cementitious slurry approved by the Town Engineer.
    d. Topped with the Perma-Patch products, a hot asphalt mix, or other material approved by the Town Engineer.
    e. Compacted prior to traffic
    f. Pothole restoration to be performed in one square foot increments not to exceed two square feet total.

EXHIBIT C
Service Area

Trico Electric Cooperative Fiber Zones

Zones 1-3 within Marana Town Limits

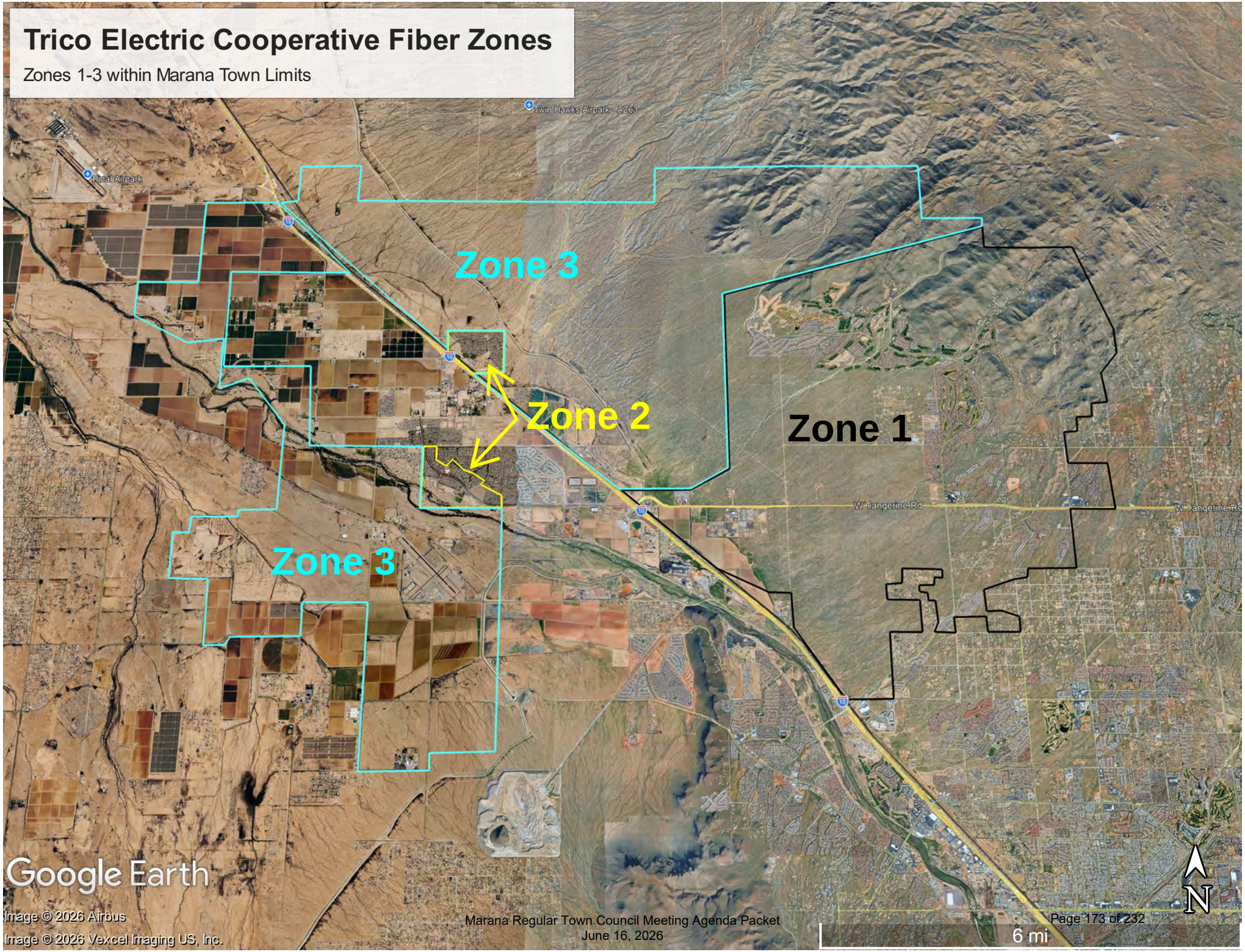


EXHIBIT D
Bill of Sale of Licensee-Built Town Dedicated Conduit/Dark Fiber

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, _____, a _____ limited liability company ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the Town of Marana, an Arizona municipal corporation, as represented by the Town Council and acting through the Town Manager or the Town Manager's designee ("Buyer"), all of its right, title, and interest in and to the Town Dedicated Conduit/Dark Fiber, as such term is defined in the Telecommunication Services and Interstate Telecommunication Services License issued to _____, dated as of the last date of signature thereto (the "License Agreement") by and between Seller and Buyer, and as further described pursuant to written agreement between Buyer and Seller dated [●], and in Table 1 below, to have and to hold the same unto Buyer, its successors and assigns, forever.

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

Table A.1

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

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

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

_____	Town of Marana
By: SAMPLE ONLY	By: SAMPLE ONLY
Name:	Name:
Title:	Title:

Attachment 1 to Bill of Sale

Map of Town Dedicated Conduit/Dark Fiber

EXHIBIT E
Standards for Letter of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

- **1.1** The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
- **1.2** The Letter of Credit is payable to Town upon presentation of Town's draft.
- **1.3** Town may make partial draws upon the Letter of Credit.
- **1.4** The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
- **1.5** Within ten days after Town's draft on the Letter of Credit is honored, Town must make the original of the Letter of Credit available to the issuer in Pima County, Arizona upon which the issuer may endorse its payments.
- **1.6** The issuer specifies a telefax number, email address, and street address at which Town may present drafts on the Letter of Credit.
- **1.7** The Letter of Credit is valid until a specified date.
- **1.8** The Letter of Credit will be automatically renewed for successive one-year periods, unless at least 30 days prior to expiration, the issuer notifies Town in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
- **1.9** The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
- **1.10** The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

- **2.1** Except as approved in writing by Town's Finance Department, the form of the Letter of Credit shall be in the form set out in Annex A below.
- **2.2** Except as approved in writing by Town's Finance Department, the form of drafts upon the Letter of Credit shall be in the form set out in Annex B below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

- **3.1** The issuer shall be a federally insured financial institution with offices in Pima County, Arizona, at which drafts upon the Letter of Credit may be presented.
- **3.2** The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to Town.
- **3.3** The issuer shall have a net worth of not less than $1 billion.

ANNEX A: FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

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

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Pima County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless 30 or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] 30 or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[*Issuer's name*]
[*signature*]
_____
Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

ANNEX B: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

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

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Finance Director of the Town of Marana.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 520-382-1999 so that I can correct it. Also, please immediately notify the Town Attorney at 520-382-1941.

Thank you.

_____
Town of Marana, Finance Director

Council-Regular Meeting **C12**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: June 16, 2026

Subject: Approval of Regular Council Meeting Summary Minutes of June 2, 2026 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 06/02/2026

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 2, 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 6:02 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Cavanaugh moved to approve the agenda. Council Member Kai seconded the motion. Motion passed, 7 -0.

CALL TO THE PUBLIC

TLC spoke on behalf of Deflock Tucson in opposition to the potential detection center.

Zack Stout spoke in opposition to the data centers.

Sandra Joss and Harold Joss spoke in support of data centers.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF EVENTS

Council Member Murphy congratulated all the recent graduates. She announced that this Saturday night will be the last CCOBRA Race for the summer and invited all to attend. She also gave a 'shout out' to Tucson Airport for an amazing tour.

Council Member Kai also commented on the Tucson Airport tour and the efforts they are making to encourage people to use the Tucson Airport. He was impressed by a new runway being built and the new fire trucks the airport has in case of emergencies.

Council Member Cavanaugh reported that while riding his bike along the loop, he came across several Public Works employees including Laz, and Manny who were providing five-star service by washing the railing. Mr. Cavanaugh commented on the popularity of the MARC, how busy it is with families and fun summer activities.

Council Member Commerford announced that she just celebrated her 41st wedding anniversary and that she is cancer free.

Mayor Post reported that he had the opportunity to host Brooke Rollins, U.S. Secretary of Agriculture, Kelly Loeffler, Administrator of the U.S. Small Business Administration, and Congressman Juan Ciscomani at his farm. He expressed his gratitude for their support of farmers and small businesses and extended special appreciation to Congressman Ciscomani for bringing the event to Marana and for his continued advocacy on behalf of the community.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that 78 single-family residential permits were issued in May, compared with 92 in May 2025. He also reported that the MARC is in full swing and was open over Memorial Day weekend, welcoming approximately 5,000 visitors during the three-day holiday.
Mr. Rozema announced that the Concerts in the Courtyard series has concluded for the season and will resume in September. The Mark Miller Band closed out this year's series and will also headline the Star-Spangled Spectacular on July 4.

He further announced that Dine and Discover Marana, sponsored by the Marana Chamber of Commerce, has returned. Participants can pick up a card at the Marana Visitor Center and have it signed at participating restaurants to earn Marana merchandise, including hats, T-shirts, and other items.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2026.010: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-5 (Subdivisions); revising Section 17-5-4 "Performance Guarantee" to reflect that final plats are subject to administrative review and approval; and designating an effective date (Jane Fairall)

C2 Resolution No. 2026-036: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System Pension Funding Policy for fiscal year 2026-2027 (Yiannis Kalaitzidis)

C3 Approval of Regular Council Meeting Summary Minutes of May 19, 2026 (David L. Udall)

Council Member Kai moved to approve the consent agenda. Council Member Cavanaugh seconded the motion. Motion passed, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2026-037: Relating to Development; adopting the amended Town of Marana Public Art Policy (Andrea De La Cruz)

Assistant to the Town Manager Andrea De La Cruz discussed revisions to the Town of Marana Public Art Policy. She stated that the original policy was approved in September 2023 and adopted in November 2023. Since then, staff and the Public Art Committee have identified areas requiring clarification and revision. Proposed changes include clarifying the language that determines which projects are required to contribute to the public art fund and which are exempt. The revised policy clarifies that a project may either

contribute to the public art fund or install public art as part of its specific plan. Additional administrative changes include adding a definition for building permit valuation, establishing an appeal process, and authorizing the Town Manager to make administrative updates and revisions to the policy. For more details, please see the presentation slides.
Vice Mayor Ziegler asked how much the CIP projects have contributed to the Public Art Fund. **Ms. De La Cruz** did not have the information but agreed to provide the information to **Vice Mayor**.
Council Member Cavanaugh asked a clarifying question regarding who is required to provide public art and what the contribution amount is. **Ms. De La Cruz** explained that any private business in Marana is required to contribute to the Public art fund and that the rate is 1% of the valuation capped at $150,000.
Mayor Post Summarized the art projects the Town has obtained through the public art fund. They include art at the roundabout, Tangerine Sky Park, Ina Road, The Marana Airport, the MARC and a soon to be installed Rattle snake sculpture on Silverbell and Twin Peaks.
Council Member Comerford commented on the valuable collaboration between the Town and the Marana High School students who have assisted with some of the artwork.

Vice Mayor Ziegler moved to adopt Resolution No. 2026-037. Council Member Cavanaugh seconded the motion. Motion passed, 7-0

D2 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Brett Wittenberg)

Interim Director of Development Services Brett Wittenberg provided an update on public and private projects and development applications in the Town, as currently listed on the above-referenced website.

D3 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

Town Manager Terry Rozema provided an update on state legislation being tracked by the Town, noting that one measure has passed both legislative chambers and is awaiting the Governor's signature, several others have seen little or no movement, and one measure was vetoed by the Governor.

Council Member Cavanaugh requested clarification regarding license plate reader (LPR) technology. **Mr. Rozema** explained that the system records license plates as vehicles pass by, with the data remaining under Town ownership and being accessed by law enforcement on an as-needed basis to assist in criminal investigations and apprehensions.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

Mayor Post requested future agenda items. There were no requests for future agenda items from Council Members.

ADJOURNMENT

Mayor Post asked for a motion to adjourn.

Council Member Cavanaugh moved to adjourn the meeting. Council Member Kai seconded the motion. Motion passed, 7-0. The meeting was adjourned at 6:43PM

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on June 2, 2026. I further certify that a quorum was present.

_____

Debbie Thompson, Deputy Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Matt Taylor, Planning Manager

Date: June 16, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2026.012: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-10 (Signs); adding new Section 17-10-39 entitled "Community activity signs" allowing banners for advertising community activities in residential areas and making conforming amendments to Section 17-10-5 (Exempt signs), section 17-10-30 (Temporary signs), and Section 17-10-31 (Banners); amending Section 17-10-37 (Residential subdivision sign program) to revise provisions related to the expiration of residential subdivision sign programs and to allow advertising in residential subdivisions with homes for rent; making other miscellaneous revisions to Chapter 17-10; and designating an effective date (Matt Taylor)

Discussion:

Request

Town staff proposes to revise the Land Development Code text to allow banners in residential common areas to advertise community events and also to clarify that a residential subdivision sign program may be used in subdivisions with homes for rent. Other minor changes are proposed so that the entirety of the Sign Code conforms to the aforementioned revisions.

Background

These proposed changes to the Sign Code were initiated by staff following discussions with representatives of a local homeowners' association, as well as discussions with a developer of subdivisions with homes for rent. Homeowners' associations often

advertise community events, such as seasonal or holiday events and community-wide yard sales. Banners are typically used for advertising, which violates the current language of the Code, as banners are not allowed in residential areas.

In new residential subdivisions, a sign program may be approved by the Town permitting advertisement of homes for sale; subdivisions with homes for rent were not included in this section, as this model of residential development was not anticipated. This proposed change would eliminate a content-based restriction in our Sign Code that could run afoul of the 2015 US Supreme Court decision in Reed v. Town of Gilbert.

Proposed Amendments

The proposed amendments are limited to Chapter 17-10 (Signs) and include revisions to the following sections:

- 17-10-5(N) includes a revision referencing the new section, 17-10-39 (Community activity signs).
- 17-10-25(D) is revised to clarify that signs in residential areas must comply with the sight visibility triangle.
- 17-10-25(H) is amended to reinforce a regulation found elsewhere in the Code that does not permit advertising for home occupations.
- 17-10-30(I) has been changed to reference the new section 17-10-39 (Community activity signs).
- 17-10-31 has been modified to permit banners in residential areas under the new section 17-10-39 (Community activity signs).
- 17-10-37 has been changed to allow a residential sign program to be used to advertise subdivisions with homes for rent, and includes milestones for the expiration of the sign program.
- Lastly, a new section 17-10-39 (Community activity signs) has been added to the Sign Code to define this type of sign and set standards for size and display period.

The Planning Commission held a public hearing on May 27, 2026 and voted unanimously to recommend approval of this amendment to the Town Council. If approved, the proposed ordinance will take effect 31 days after adoption.

Public Notification

Notice of this public hearing was published in The Daily Territorial as required by law. Notices were also posted in various locations in town.

Staff Recommendation:

Staff recommends approval of the proposed amendments.

Suggested Motion:

I move to adopt Ordinance No. 2026.012, amending Marana Town Code Chapter 17-10 (Signs).

Attachments

Ordinance No. 2026.012

MARANA ORDINANCE NO. 2026.012

RELATING TO LAND DEVELOPMENT; AMENDING TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-10 (SIGNS); ADDING NEW SECTION 17-10-39 ENTITLED "COMMUNITY ACTIVITY SIGNS" ALLOWING BANNERS FOR ADVERTISING COMMUNITY ACTIVITIES IN RESIDENTIAL AREAS AND MAKING CONFORMING AMENDMENTS TO SECTION 17-10-5 (EXEMPT SIGNS), SECTION 17-10-30 (TEMPORARY SIGNS), AND SECTION 17-10-31 (BANNERS); AMENDING SECTION 17-10-37 (RESIDENTIAL SUBDIVISION SIGN PROGRAM) TO REVISE PROVISIONS RELATED TO THE EXPIRATION OF RESIDENTIAL SUBDIVISION SIGN PROGRAMS AND TO ALLOW ADVERTISING IN RESIDENTIAL SUBDIVISIONS WITH HOMES FOR RENT; MAKING OTHER MISCELLANEOUS REVISIONS TO CHAPTER 17-10; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council has adopted Marana Town Code Chapter 17-10 (Signs) to establish reasonable regulations for the design, placement, construction, and maintenance of all signs within the Town, to protect the public interest and achieve several stated community objectives; and

WHEREAS the Town Council finds that revision of the regulations for signs as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-10 (Signs), Section 17-10-5 (Exempt signs) is hereby revised as follows (with additions shown with double-underlining):

17-10-5 Exempt signs

The following signs shall be exempt from the application and permit requirements of this chapter. Exempt signs must comply with all other applicable regulations contained in this chapter, if any.

[No amendments to paragraphs A through M]

N. Temporary signs in residential areas that comply with the requirements of paragraph 17-10-25 C and, if applicable, the requirements of section 17-10-39.

[No amendments to paragraph O]

SECTION 2. Marana Town Code Title 17 (Land Development), Chapter 17-10 (Signs), Section 17-10-25 (Signs in residential areas) is hereby revised as follows (with additions shown with double-underlining):

17-10-25 Signs in residential areas

Signs are allowed in residential areas subject to the following requirements:

[No amendments to paragraphs A through C]

D. Signs shall not exceed six feet in height unless attached to a wall or structure; even if an attached sign complies with the height restrictions of this paragraph, no sign will be allowed that obstructs sight visibility triangles.

[No amendments to paragraph E through G]

H. Signs may not advertise offsite commercial activities or home occupations.

SECTION 3. Marana Town Code Title 17 (Land Development), Chapter 17-10 (Signs), Section 17-10-30 (Temporary signs—general requirements) is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikethroughs~~):

17-10-30 Temporary signs—general requirements

The requirements set forth in this section apply to all temporary signs.

[No amendments to paragraphs A through H)

I. All temporary signs require a sign permit except portable signs (section 17-10-35), portable directional signs (section 17-10-34), ~~and~~ temporary signs in residential areas (paragraph 17-10-25 C) (see section 17-10-5, exempt signs), and community activity signs (section 17-10-39).

SECTION 4. Marana Town Code Title 17 (Land Development), Chapter 17-10 (Signs), Section 17-10-31 (Banners) is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikethroughs~~):

17-10-31 Banners

Banners are temporary signs which are allowed in non-residential areas, except as permitted in residential areas under section 17-10-39 (Community activity signs), and are subject to the requirements of section 17-10-30 (~~t~~Temporary signs—general requirements) and the following additional requirements:

[No amendments to paragraphs A through F]

SECTION 5. Marana Town Code Title 17 (Land Development), Chapter 17-10 (Signs), Section 17-10-37 (Residential subdivision sign program) is hereby revised as follows (with additions shown with double-underlining and deletions shown with ~~strikethroughs~~):

17-10-37 Residential subdivision sign program

Developers of ~~R~~residential subdivisions ~~with a sales office and offering new homes for sale~~ may submit a proposed residential subdivision sign program to regulate the use of temporary signs for the subdivision, subject to the requirements of section 17-10-30 (~~t~~Temporary signs—general requirements) and the following additional requirements:

[No amendments to paragraphs A and B]

C. The residential subdivision sign program shall expire: ~~when the sales office is permanently closed.~~

1. When the sales office is permanently closed in subdivisions with homes for sale; or
2. Two years after approval in subdivisions with homes primarily for rent; or
3. Three years after approval in subdivisions with homes primarily for rent, if vacant lots exist at the two-year anniversary of approval.

[No amendments to paragraphs D through H]

SECTION 6. Marana Town Code Title 17 (Land Development), Chapter 17-10 (Signs), is hereby revised to add new Section 17-10-39 entitled "Community activity signs" as follows:

17-10-39 Community activity signs

Community activity signs are temporary signs allowed in residential common areas subject to the requirements of section 17-10-25 (Signs in residential areas) and the following additional requirements:

A. Signs shall be displayed only in residential common areas.

B. Signs shall be limited in quantity to one banner per residential subdivision entry.

C. Banners shall be no more than 30 square feet and no more than five feet in height.

D. Freestanding banners shall not exceed a display height of six feet above grade.

E. Banners shall be displayed no more than six times per calendar year, and no more than 15 calendar days prior to the date(s) of the community activity and shall be removed within five calendar days from the last day of the community activity.

SECTION 7. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 8. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of June, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **D2**

Meeting Date: 06/16/2026

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 16, 2026

Strategic Plan Focus Area:
Thriving Commerce, Vibrant Community, Cherished Heritage, Proactive Public Services, Recreation, Healthy Lifestyles

Subject: PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2026-2027 final budget (Yiannis Kalaitzidis)

Discussion:
On May 19, 2026, Mayor and Council adopted a tentative budget for fiscal year 2026-2027.

This public hearing is the last formal step in the budgeting process prior to adopting the final budget. After receiving public input, Mayor and Council will be asked at a special meeting immediately following the regular Council meeting to consider adopting a final budget that shall not exceed $560,204,488.

No changes were made to the budget after adoption of the tentative budget.

The fiscal year 2026-2027 budget is structurally balanced with ongoing revenues covering ongoing expenditures. The budget includes $5.0 million of General Fund contingency funding.

The following highlights certain items included in the proposed final budget:

Authorized Positions
Including position adjustments made during the current fiscal year, staffing increased 11.4 FTE from 496.6 positions in FY 2026 to 508 in FY 2027. Positions were added to a variety of departments, including police, parks & recreation, public works, human

resources, information technology, and water.

The fiscal year 2026-2027 budget provides for performance pay adjustments of up to 6%, not to exceed the maximum of a position's pay grade for any employee. The fiscal year 2026-2027 schedule of salaries is attached. This schedule might undergo further minor revisions as the Human Resources Department is still in the process of determining the appropriate title, grade and class for some of the new positions. That determination, which has no impact on the pay ranges presented, will be completed prior to the recruitment of those positions.

Staff has included the official budget forms required by the State of Arizona Auditor General's office (Exhibit A) as published for tonight's public hearing.

Upon adoption of the final budget, staff will publish and distribute to Council and department heads a budget document that provides more detailed information. Additionally, this published budget will be submitted to the Government Finance Officers Association for consideration of the Distinguished Budget Presentation Award.

Financial Impact:

Fiscal Year:	2027
Budgeted Y/N:	Y
Amount:	$560,204,488

The final budget amount of $560,204,488 is the same as the tentative budget amount approved on May 19, 2026. There were no adjustments between the tentative and final budget.

Staff Recommendation:

None, public hearing on the budget only.

Suggested Motion:

No motion is necessary; public hearing only.

Attachments

FY2027 Budget Presentation

Exhibit A - 2026-2027 Final Budget Auditor General Schedules

5 year CIP Plan

FY2027 Compensation Memo

FY2027 Salary Schedule

FISCAL YEAR 26 | 27 · TWENTY SIX / TWENTY SEVEN ·

FINAL BUDGET

MARANA AZ



Yiannis Kalaitzidis
Finance Director

Fiscal Year 2026-2027 Budget Timeline

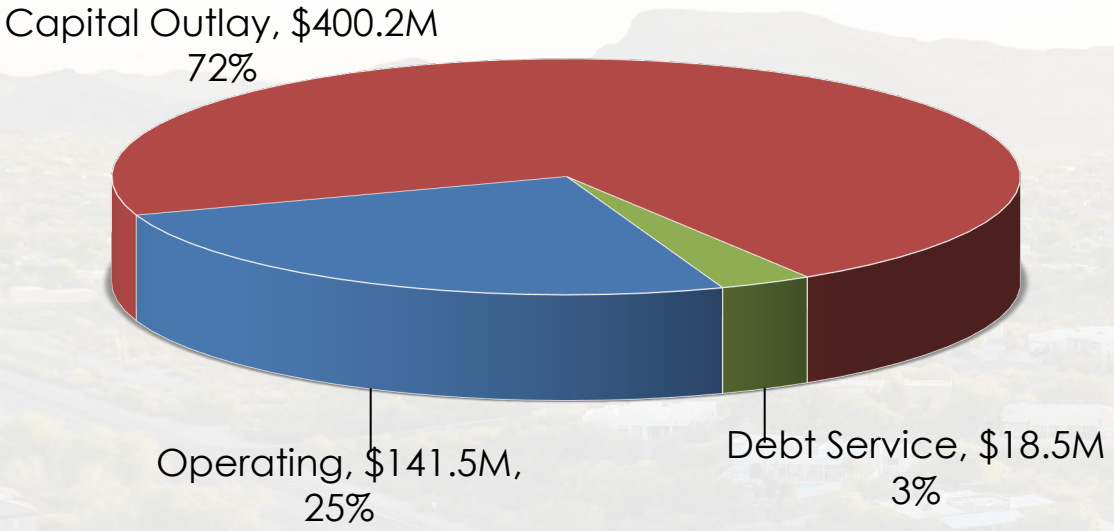
- February – Presented preliminary revenue outlook for Fiscal Year 2026-2027 and solicited Council feedback
- February – Presented initial 5-year Capital Improvement Plan for consideration and feedback
- April – Presented Manager's recommended comprehensive budget for consideration and additional feedback
- May – Presented and adopted Tentative Budget during public hearing which set overall expenditure limitation for Town
- June – Adoption of Final Budget for Fiscal Year 2026-2027

F/Y 2027 Budget Expenditure Summary

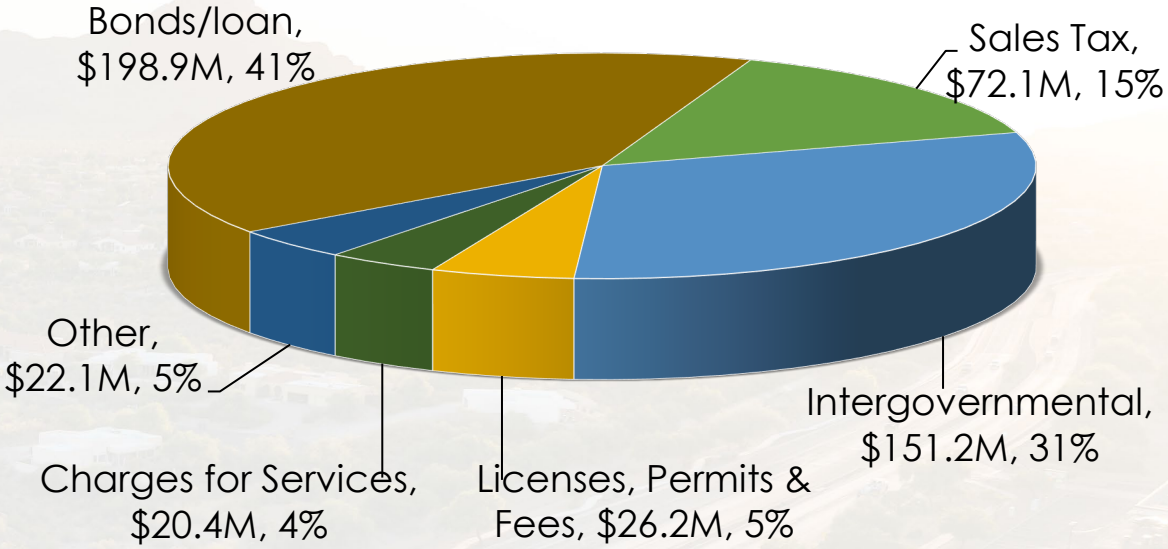
Primary Entity	F/Y 2026 Adopted	F/Y 2027 Final	$ Change	% Change
General Fund	$ 97,074,681	$ 99,365,512	$ 2,290,831	2.4%
Special Revenue Funds	15,077,661	19,940,327	4,862,666	32.3%
Capital Projects Funds	143,938,715	201,703,295	57,764,580	4.1%
Debt Service Funds	9,008,161	7,332,875	(1,675,286)	-18.6%
Enterprise Funds	133,216,444	198,620,961	65,404,517	49.1%
Internal Service Funds	7,249,784	7,866,120	616,336	8.5%
Primary entity	405,565,446	534,829,090	129,263,644	31.9%
Component Units				
Special Districts (CFDs)	10,663,204	25,375,398	14,712,194	138.0%
Total	**$ 416,228,650**	**$ 560,204,488**	**$143,975,838**	**34.6%**

Fiscal Year 2026-2027 Overview

Expenditure by Category
$560.2 Million



Revenues
$491.0 Million



THANK YOU



Official Budget Forms

Town of Marana

Fiscal year 2027

Town of Marana

Table of Contents

Fiscal year 2027

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

Town of Marana
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2027

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2026	Adopted/adjusted budgeted expenditures/expenses*	E	1	97,074,681	15,077,661	17,292,115	146,317,965	0	133,216,444	7,249,784	416,228,650
2026	Actual expenditures/expenses**	E	2	73,438,683	8,568,467	12,240,748	44,295,385	0	62,071,857	6,258,121	206,873,261
2027	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	154,963,480	15,402,702	10,710,826	92,009,178	0	35,380,379	4,158,812	312,625,377
2027	Primary property tax levy	B	4	0							0
2027	Secondary property tax levy	B	5			3,299,185	428,610				3,727,795
2027	Estimated revenues other than property taxes	C	6	93,070,579	11,066,765	0	130,378,815	0	45,918,670	7,866,120	288,300,949
2027	Other financing sources	D	7	0	0	17,959,154	28,931,734	0	152,043,732	0	198,934,620
2027	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2027	Interfund transfers in	D	9	0	100,000	7,461,750	34,249,157	0	14,473,699	0	56,284,606
2027	Interfund Transfers (out)	D	10	37,817,106	0	0	5,694,332	0	12,773,168	0	56,284,606
2027	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability			23,267,645					3,907,113		27,174,757
	Maintained for future retirement contributions										0
											0
2027	Total financial resources available		12	186,949,308	26,569,467	39,430,915	280,303,162	0	231,136,200	12,024,932	776,413,984
2027	Budgeted expenditures/expenses	E	13	99,365,512	19,940,327	29,953,811	204,457,757	0	198,620,961	7,866,120	560,204,488

	Expenditure limitation comparison	2026	2027
1	Budgeted expenditures/expenses	$ 416,228,650	$ 560,204,488
2	Add/subtract: estimated net reconciling items	(17,315,977)	(31,013,080)
3	Budgeted expenditures/expenses adjusted for reconciling items	398,912,673	529,191,408
4	Less: estimated exclusions	217,762,427	358,580,512
5	Amount subject to the expenditure limitation	$ 181,150,246	$ 170,610,896
6	EEC expenditure limitation	$ 330,933,057	$ 362,348,294

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Marana
Tax levy and tax rate information
Fiscal year 2027

	2026	2027
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$	$
Property tax judgment		
B. Secondary property taxes	3,423,082	3,727,795
Property tax judgment		
C. Total property tax levy amounts	$ 3,423,082	$ 3,727,795
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies		
(3) Total primary property taxes	$	
B. Secondary property taxes		
(1) **Current** year's levy	$ 3,371,736	
(2) Prior years' levies	33,717	
(3) Total secondary property taxes	$ 3,405,453	
C. Total property taxes collected	$ 3,405,453	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate		
Property tax judgment		
(2) Secondary property tax rate	2.7115	2.6092
Property tax judgment		
(3) Total city/town tax rate	2.7115	2.6092

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating four special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
General Fund			
Local taxes			
Sales taxes	$ 46,589,787	$ 48,235,069	$ 48,626,130
Licenses and permits			
Building and development fees	5,193,300	5,826,622	6,542,003
Business and license fees	155,000	149,903	160,000
Animal fees	76,700	62,480	76,700
Franchise fees	600,000	519,942	550,000
Host fees	320,000	463,863	425,000
Intergovernmental			
State Shared Sales Taxes	9,171,970	9,225,603	9,387,270
Urban Revenue Sharing	11,892,816	12,158,915	13,329,485
Auto Lieu	3,011,880	2,962,477	3,051,351
Charges for services			
Charges for services	1,395,461	2,250,029	2,715,318
Fines and forfeits			
Court fines and fees	389,500	388,360	389,500
Interest on investments			
Interest	7,300,000	8,053,574	6,641,697
Contributions			
Voluntary contributions	368,475	299,371	383,275
Miscellaneous			
Other miscellaneous	829,850	3,169,329	792,850
Total General Fund	$ 87,294,739	$ 93,765,537	$ 93,070,579

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special revenue funds

Community Development Block Grants	$ 418,000	$ 100,875	$ 521,452
Affordable Housing Revolving	2,000	1,432	2,000
Other grants and contributions	3,266,355	3,204,733	3,458,093
RICO	30,000	36,101	30,000
	$ 3,716,355	$ 3,343,141	$ 4,011,545
Impound	$ 9,000	$ 15,600	$ 13,500
Bed Tax	1,850,000	1,829,300	1,890,000
Local JCEF	8,000	4,098	4,500
Fill the GAP	4,500	1,285	3,500
	$ 1,871,500	$ 1,850,283	$ 1,911,500
Local Technology Enhancement	$ 50,000	$ 27,272	$ 32,000
Highway User Revenue	5,197,296	4,936,305	5,111,720
	$ 5,247,296	$ 4,963,577	$ 5,143,720
Total special revenue funds	$ 10,835,151	$ 10,157,001	$ 11,066,765

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Debt service funds			
Tangerine Farms Road Improvement District	$ 1,023,263	$ 909,004	$ -
Gladden Farms CFD debt	-		-
Gladden Farms, Phase II CFD debt	26,192		-
Mandarina CFD debt	-	1,970,000	-
Saguaro Springs CFD debt	-		-
	$ 1,049,455	$ 2,879,004	$
Total debt service funds	$ 1,049,455	$ 2,879,004	$
Capital projects funds			
Transportation	$ 15,746,522	$ 9,107,537	$ 13,321,110
Half Cent Sales Tax	7,976,682	8,505,223	8,593,330
Impact Fee funds	4,247,097	7,163,134	6,109,799
Other capital projects	55,462,581	4,526,134	12,527,676
	$ 83,432,882	$ 29,302,028	$ 40,551,915
Downtown Reinvestment	$ 301,500	$ 333,554	$ 350,000
Regional Transportation Authority	24,684,437	13,519,914	89,276,900
Pima Association of Governments	-	439,087	200,000
	$ 24,985,937	$ 14,292,555	$ 89,826,900
Total capital projects funds	$ 108,418,819	$ 43,594,583	$ 130,378,815

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Enterprise funds			
Water Utility	$ 19,888,002	$ 22,027,208	$ 25,079,529
Airport	4,148,380	380,916	11,443,210
Water Reclamation Utility	8,044,193	10,181,913	9,395,931
	$ 32,080,575	$ 32,590,037	$ 45,918,670
Total enterprise funds	$ 32,080,575	$ 32,590,037	$ 45,918,670

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal service funds			
Health benefits	$ 6,797,825	$ 6,015,853	$ 7,460,870
Dental benefits	401,640	269,564	405,250
	$ 7,199,465	$ 6,285,417	$ 7,866,120
Total internal service funds	$ 7,199,465	$ 6,285,417	$ 7,866,120
Total all funds	$ 246,878,204	$ 189,271,579	$ 288,300,949

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Marana
Other financing sources/(uses) and interfund transfers
Fiscal year 2027

Fund	Other financing 2027 Sources	Other financing 2027 (Uses)	Interfund transfers 2027 In	Interfund transfers 2027 (Out)
General Fund				
Other grants and contributions	$	$	$	$ 100,000
Other capital projects				33,949,157
2014 debt service				
2017 debt service				551,668
2024 refunding debt service				1,215,750
Airport				1,014,157
Water utility				986,374
Water reclamation utility				
Total General Fund	$	$	$	$ 37,817,106
Special revenue funds				
Other grants and contibutions	$	$	$ 100,000	$
Total special revenue funds	$	$	$ 100,000	$
Debt service funds				
2014 debt service	$	$	$	$
2017 debt service			2,652,250	
2024 debt service			3,593,750	
2024 refunding debt service			1,215,750	
Saguaro Springs CFD	11,500,000			
Gladden Farms II CFD	6,459,154			
Total debt service funds	$ 17,959,154	$	$ 7,461,750	$
Capital projects funds				
Transportation	$	$	$ 300,000	$ 867,286
Impact fees	28,931,734			1,233,296
Half cent sales tax				3,593,750
Other capital projects			33,949,157	
Total capital projects funds	$ 28,931,734	$	$ 34,249,157	$ 5,694,332
Enterprise funds				
Airport	$	$	$ 1,014,157	$
Water utility	97,580,728		6,327,655	6,900,809
Water reclamation utility	54,463,004		7,131,887	5,872,359
Total enterprise funds	$ 152,043,732	$	$ 14,473,699	$ 12,773,168
Internal service funds				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
Total all funds	$ 198,934,620	$	$ 56,284,606	$ 56,284,606

Town of Marana
Expenditures/expenses by fund
Fiscal year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
General Fund				
Non-departmental	$ 9,045,002	$ (1,321,228)	$ 7,915,958	$ 6,579,309
Mayor and Council	517,274		475,042	685,736
Town manager	1,569,685		1,510,175	1,933,786
Town clerk	731,498		478,889	923,248
Human resources	2,200,830		1,909,743	2,375,337
Finance	2,618,079		2,135,669	2,762,075
Legal	1,726,023		1,466,798	1,950,454
Information Technology	8,270,039		6,754,597	7,655,922
Economic Development and Tourism	367,066		388,308	397,585
Development services	4,744,181		4,109,791	5,175,938
Police	22,785,640		21,328,729	23,608,937
Courts	1,608,754		1,341,678	1,691,323
Public works	10,176,366		7,465,786	10,970,067
Parks and recreation	11,913,888		11,043,963	13,851,119
Community development	1,402,433		1,232,158	1,644,722
Capital outlay	12,397,923	1,337,456	3,881,399	12,159,954
Contingency	5,000,000	(16,228)	-	5,000,000
Total General Fund	$ 97,074,681	$	$ 73,438,683	$ 99,365,512
Special revenue funds				
Highway user revenue	$ 7,492,283	$	$ 2,961,866	$ 9,723,012
Revolving affordable housing	105,000		-	130,000
Local JCEF	131,805		261	131,805
Fill the GAP	34,500		-	34,500
Local technology	82,500		23,484	83,500
Community Development Block Grants	418,000		100,875	521,452
Bed tax	2,809,164		2,199,796	5,290,000
Other grants and contributions	3,816,909		3,204,733	3,865,058
RICO	148,500		60,307	118,500
Impound fees	39,000		17,145	42,500
Total special revenue funds	$ 15,077,661	$	$ 8,568,467	$ 19,940,327
Debt service funds				
Series 2014 debt	$ 653,198	$	$ 653,198	$ -
Series 2017 debt	2,589,450		2,589,450	2,589,250
Series 2024	3,555,125		3,555,125	3,556,750
Series 2024 refunding debt	1,187,125		1,187,125	1,186,875
Tangerine farms ID debt	1,023,263		957,641	-
Gladden farms CFD debt	873,407		872,657	871,206
Galdden farms, Phase II CFD debt	935,147		934,002	7,477,270
Mandarina CFD debt	954,625		1,022,000	1,172,284
Saguaro springs CFD debt	5,520,775		469,550	13,100,176
Total debt service funds	$ 17,292,115	$	$ 12,240,748	$ 29,953,811

Town of Marana
Expenditures/expenses by fund
Fiscal year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Capital projects funds				
Transportation	$ 22,928,522	$ 2,259,327	$ 9,107,537	$ 22,987,334
Impact fee funds	27,691,724	1,500,000	10,264,484	27,554,293
Other capital projects	66,669,032	(3,759,327)	10,669,787	56,959,768
Downtown reinvestment	1,125,000		-	3,725,000
Pima association of governments	340,000		340,000	200,000
Regional tranportation authority	24,684,437		13,519,914	89,276,900
Half cent sale tax fund	500,000		380,663	1,000,000
Gladden farms CFD	1,378,500		3,500	1,509,945
Galdden farms, Phase II CFD	282,750		3,250	346,067
Mandarina CFD	28,500		3,250	29,150
Saguaro springs CFD	689,500		3,000	840,150
Cascada CFD			-	29,150
Total capital projects funds	$ 146,317,965	$	$ 44,295,385	$ 204,457,757
Enterprise funds				
Water utility	$ 78,695,934	$	$ 34,908,857	$ 119,264,261
Airport	4,765,358		563,163	12,457,367
Water reclamation utility	49,755,152		26,599,837	66,899,333
Total enterprise funds	$ 133,216,444	$	$ 62,071,857	$ 198,620,961
Internal service funds				
Health benefits	$ 6,848,144	$	$ 5,935,800	$ 7,460,870
Dental benefits	401,640		322,321	405,250
Total internal service funds	$ 7,249,784	$	$ 6,258,121	$ 7,866,120
Total all funds	$ 416,228,650	$	$ 206,873,261	$ 560,204,488

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Expenditures/expenses by department
Fiscal year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Economic development and tourism				
General Fund	$ 551,052	$	$ 388,308	$ 513,277
Downtown Reinvestment Fund	1,125,000		-	3,725,000
Bed Tax Fund	1,841,200	(490,802)	728,012	4,280,612
Department total	$ 3,517,252	$ (490,802)	$ 1,116,320	$ 8,518,889
List department: Police:				
General Fund	$ 23,136,060	$	$ 21,328,729	$ 23,836,697
Grants and contributions	1,616,112	250,914	1,815,160	1,664,261
RICO	148,500		60,307	118,500
Impound fees	39,000		17,145	42,500
Department total	$ 24,939,672	$ 250,914	$ 23,221,341	$ 25,661,958
List department: Court:				
General Fund	$ 1,808,754	$	$ 1,341,678	$ 3,078,870
Local JCEF	131,805		261	131,805
Fill the GAP	34,500		-	34,500
Local Tech Enhancement	82,500		23,484	83,500
Department total	$ 2,057,559	$	$ 1,365,423	$ 3,328,675
List department: Public works:				
General Fund	$ 15,085,303	$	$ 7,465,786	$ 15,213,563
Grants and contributions	9,300		-	9,300
Highway User Revenue Fund	6,782,943		3,314,754	9,009,672
Department total	$ 21,877,546	$	$ 10,780,540	$ 24,232,535
List department: Parks and Recreation:				
General Fund	$ 14,754,958	$	$ 11,043,963	$ 16,253,591
Grants and contributions		104,623	79,184	-
Highway User Revenue Fund	597,077		462,934	713,340
Department total	$ 15,352,035	$ 104,623	$ 11,586,081	$ 16,966,931
List department: Community development:				
General Fund	$ 1,402,433	$	$ 1,232,158	$ 1,644,722
CDBG	418,000		111,905	521,452
Revolving Affordable Housing	105,000		-	130,000
Department total	$ 1,925,433	$	$ 1,344,063	$ 2,296,174

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Marana
Full-time employees and personnel compensation
Fiscal year 2027

Fund	Full-time equivalent (FTE) 2027	Employee salaries and hourly costs 2027	Retirement costs 2027	Healthcare costs 2027	Other benefit costs 2027	Total estimated personnel compensation 2027
General Fund	450.00	$ 38,465,904	$ 4,549,516	$ 7,111,858	$ 4,210,823	$ 54,338,101
Special revenue funds						
Bed Tax	2.00	$ 178,384	$ 21,175	$ 34,475	$ 14,579	$ 248,613
Total special revenue funds	2.00	$ 178,384	$ 21,175	$ 34,475	$ 14,579	$ 248,613
Enterprise funds						
Water utility	40.00	$ 2,872,385	$ 335,501	$ 652,991	$ 295,469	$ 4,156,346
Airport	5.00	308,892	35,639	60,796	43,155	448,482
Water reclamation utility	11.00	645,253	74,468	228,161	78,672	1,026,554
Total enterprise funds	56.00	$ 3,826,530	$ 445,608	$ 941,948	$ 417,296	$ 5,631,382
Total all funds	508.00	$ 42,470,818	$ 5,016,299	$ 8,088,281	$ 4,642,698	$ 60,218,096

Project Name	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Grand Total
Airport Projects						
Airport Control Tower, Construction		15,400,000				15,400,000
Airport Control Tower, Design	2,421,421					2,421,421
Airport Drainage Master Plan		450,000				450,000
Airport Master Plan Update 2	750,000					750,000
Airport Security Fence		480,000				480,000
Airport, RWY 12-30, Pavement Rehab	67,899					67,899
RWY 30 Safety Mitigate, EA, Design	550,000					550,000
RWY 30 Safety Mitigate, PH1, Construction			2,700,000			2,700,000
RWY 30 Safety Mitigate, PH2, Construction			4,800,000			4,800,000
RWY 3-21 Rehabilitation, Design-Construct					4,700,000	4,700,000
Taxiway A MITL Rehabilation, Design	150,000					150,000
Taxiway A Rehabilitation, Design	405,000					405,000
Taxiway A Rehabilitation, MITL, Construction				5,500,000		5,500,000
Taxiway C Reconstruction	186,175					186,175
Taxiway C Reconstruction, Construction		2,750,000				2,750,000
TWY B, E, Lighting Upgrade, Construction				2,500,000		2,500,000
TWY B, E, Lighting Upgrade, Design			285,000			285,000
West Apron Reconstruction Ph-1, Construct	2,300,000					2,300,000
West Apron Reconstruction Ph-2, Construct	4,800,000					4,800,000
Buildings Projects						
Court Room 2, Remodel	1,387,547					1,387,547
Ed Honea MMC Space Optimization	9,760,000	4,805,000				14,565,000
Marana Public Safety Facility	141,003					141,003
MMC Generator Upgrade	1,826,418					1,826,418
MMC HVAC Mechanical Systems Upgrade	1,684,679					1,684,679
MOC Fleet Warehouse Roof, HVAC, Replacement	33,101					33,101
MOC Generator Replacement	1,550,000					1,550,000
MOC Workspace Enhancements	350,000					350,000
Drainage & Flood Control Projects						
Barnett Channel	8,730,986					8,730,986
Marana Channel	1,661,921					1,661,921
Saguaro Bloom Channel Improvements	10,000,000					10,000,000

FISCAL YEAR 2026-2027
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Grand Total
Parks & Public Goods Projects						
Air Commerce Way Monument	115,692					115,692
El Rio Disc Golf	470,540					470,540
El Rio Preserve Expansion	268,693					268,693
El Rio Recreation Area Parking Lot	335,611					335,611
Gladden Farms Bike Park	1,700,000					1,700,000
Heritage House Rehabilitation	250,000					250,000
Heritage Park Food Court	100,000					100,000
Honea Heights Emergency Sewer Program	75,000	75,000	75,000	75,000		300,000
Honea Heights Park, East	956,413					956,413
Mandarina Community Park	350,000					350,000
Marana Community Center and Aquatic Complex	1,000,000					1,000,000
Ora Mae Harn Park Expansion	660,000					660,000
Ora Mae Harn Park Remediation	50,000					50,000
Saguaro Bloom Community Park, Ph-2	6,764,593					6,764,593
Tangerine Sky Park, Phase 2	1,548,625					1,548,625
Tortolita Trail Expansion	69,000					69,000
Road Infrastructure Projects						
Adonis Road Extension Phase 2	717,466	9,450,000				10,167,466
Avra Valley Rd Sanders Rd Intersection	100,000	1,000,000				1,100,000
Ed Honea MMC Additional Parking	600,000					600,000
I-10 Cortaro Rd TI	10,000,000					10,000,000
Ina Rd-Meredith Bl, Median Modifications	518,385					518,385
Luckett Rd Extension	3,300,000	18,000,000				21,300,000
Marana Gateway Monument Signage	862,623	200,000				1,062,623
Marana Rd Traffic Interchange	7,000,000	6,200,000				13,200,000
Moore Rd - I10, Traffic Interchange	25,000,000		5,000,000			30,000,000
Moore Rd Rehab, Sanders Rd to I-10		700,000				700,000
North Marana Pavement Rehab Phase 2		550,000				550,000
Orange Grove Rd Underpass, Improvements	200,000	2,000,000				2,200,000
Rillito Village Tr Drainage Impr		1,700,000				1,700,000
Sandario Pedestrian Access	800,000					800,000
Sanders Rd Drainage, Improvements	2,406,819					2,406,819
Tangerine Farms Rd, Marana Rd- I-10, Extension	10,418,066	30,030,000				40,448,066
Tangerine Rd Widening, Phase 2A	21,063,499					21,063,499
Tangerine Rd Widening, Phase 2B	54,600,000	-	-			54,600,000
Tangerine TI Improvements	11,709,959					11,709,959

Project Name	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Grand Total
Thornydale Rd North, Widening		100,000		8,000,000		8,100,000
Twin Peaks Rd, Rattlesnake Pass Widening	1,027,854					1,027,854
Water Projects						
B-Zone Booster and Transmission Line		396,424				396,424
B-Zone Reservoir				67,860	25,000	92,860
Continental Reserve 24-inch Tie-in	3,270,844					3,270,844
C-Zone Booster				244,094		244,094
Hartman Booster Stn Electrical Upgrade	408,285					408,285
Heritage Park PFAS Treatment	1,827,249	17,561,838				19,389,087
Heritage Park Water Plant	16,069,112					16,069,112
Marana Park PFAS Treatment	15,537,339	9,274,343				24,811,682
Marana Park Reservoir	29,707					29,707
Marana Park Well, Booster, Electric Upgrade	285,180					285,180
New Renewable Water Resource Acquisition	7,101,267					7,101,267
NW Recharge, Recovery, and Delivery System	7,522,063					7,522,063
NW Recharge, Recovery, and Delivery System Airport Booster	3,000,000					3,000,000
Picture Rocks Interconnect	2,733,711					2,733,711
Pioneer Well Electrical Upgrade	320,000					320,000
Pioneer Well PFAS Treatment	2,276,397	9,000,000				11,276,397
Sanders Rd 24-inch Water Line	356,095			6,053,905		6,410,000
SCADA and Integrated Telemetry	2,337,049	350,000	350,000	350,000		3,387,049
Tangerine 16-Inch with Break Tanks	192,498				660,700	853,198
Tangerine Farms Rd 12-inch Water Line	235,000	1,800,000				2,035,000
Water Field office	3,207,796	2,500,000				5,707,796
Water Line Replacements	429,954	120,000	120,000	120,000		789,954
Well Rehabilitation Program	280,000	140,000	140,000	140,000		700,000
Water Reclamation Projects						
Clark Farms Sewer Interceptor	5,809,844	5,172,277				10,982,121
Marana WRF, Screw Press 2	25,000					25,000
North Marana Sewer Interceptor	5,911,748					5,911,748
Recharge Basins Phase II	8,594,077	-				8,594,077
Rillito Vista Lift Station Upgrade	1,833,333					1,833,333
Saguaro Bloom Lift Station Pump Replacement	200,000					200,000
Sewer Conveyance System Rehab	1,547,607	292,192	292,192	292,192	292,192	2,716,375
Stingray Sewer Interceptor	303,451		300,000	120,000	1,350,000	2,073,451
WRF Phase II	72,125,852					72,125,852
Grand Total	**377,565,446**	**140,497,074**	**14,062,192**	**23,463,051**	**7,027,892**	**562,615,655**

Town of Marana
Fiscal Year 2027 Team Performance Pay

The Town is committed to providing fair and competitive compensation to its employees through performance and behavior-based pay that align with the Town's strategic plan, policies, directives and cultural values (dedicated service, respect, teamwork, and engaged innovation). Our compensation philosophy is to have a strategy that attracts, retains and motivates employees to accomplish the organization's goals and objectives. The Town's compensation strategy focuses on annual team performance and behavior, and market-based adjustments.

After careful review of the fiscal year 2027 budget, funding is available to grant eligible employees a Team Performance Pay adjustment of up to 6%. The Town will also be increasing the minimum and maximum salary ranges within each paygrade by 5% in fiscal year 2027. Employees eligible for the Team Performance Pay adjustment will receive no more than 6%, not to exceed the new maximum of their pay grade. If the Team Performance Pay adjustment for an eligible employee exceeds the new maximum of their paygrade, they will receive a lump sum payment up to $1500, not to exceed the total increase eligible if not at the new maximum of their paygrade. An employee who falls below the new minimum of their pay grade, after any eligible Team Performance Pay adjustments have been made, will receive an increase up to the new minimum of their pay grade.

Team Performance Pay Eligibility

1. Regular full- and part-time classified, unclassified, and term-limited temporary (TLT) employees hired on or before July 1, 2025, and not at the top of their pay range, are eligible to receive the Team Performance Pay of 6%, if not otherwise disqualified by the criteria set forth below.
2. Regular full- and part-time classified, unclassified, and term-limited temporary (TLT) employees hired after July 1, 2025, and on or before June 30, 2026, and not at the top of their pay range, are eligible to receive a pro-rated Team Performance Pay adjustment of the 6%, based on date of hire, if not otherwise disqualified by the criteria set forth below.
3. Employees classified in short-term temporary (STT) positions (i.e. Lifeguards, Recreation Aides, Fitness Instructors, Interns, Background Investigators, etc.) are not eligible to receive the Team Performance Pay adjustment.
4. Contract employees' (Town Manager and Town Magistrate) eligibility shall be determined by the terms of any employment agreement approved by the Council.
5. Regular full- and part-time classified and unclassified employees who receive a partial increase and reach the top of their pay range are eligible to receive a lump sum payment of up to $1500, not to exceed the total increase eligible if they had not reached the top of the grade, if not otherwise disqualified by the criteria set forth below.
6. Regular full- and part-time classified and unclassified employees who have received a corrective action memo during Fiscal Year 2026, are eligible to receive up to a 3% Team Performance Pay adjustment (not to exceed the maximum of the pay grade) or, if at the maximum of the paygrade, a reduced lump sum payment up to $750, not to exceed the total increase eligible if not at the maximum of their pay grade.

7. Regular full- and part-time classified, and unclassified employees who have received a written reprimand during Fiscal Year 2026, are eligible to receive a 2% Team Performance Pay adjustment (not to exceed the maximum of the pay grade) or, if at the maximum of the paygrade, a reduced lump sum payment up to $495, not to exceed the total increase eligible if not at the maximum of their pay grade.
8. Employees who have been on leave status for more than six months, suspended, involuntarily demoted, or have received more than one corrective action memo and/or written reprimand during Fiscal Year 2026, are not eligible to receive the Team Performance Pay adjustment. Employees receiving a combination of a Work or Performance Improvement Plan (WIP/PIP) or a Meeting Expectations Memo, and subsequent corrective action memo related to expectations outlined in the WIP/PIP or written reprimand during Fiscal Year 2026, are not eligible to receive the Team Performance Pay adjustment.
9. A department head has the option to seek approval from the Town Manager for a 6-month delayed pay adjustment regarding the withheld adjustment if no further WIP/PIP or disciplinary action is issued to the employee during that 6-month period.

Implementation

1. No adjustment to base pay shall cause an employee's salary to exceed the maximum of the grade for the employee's position.
2. Calculation of the increase will be based on an employee's regular base pay rate, exclusive of other types of compensation (i.e. special assignment pay, overtime pay, shift differential, etc.)

Pay Administration

1. Eligible employees will receive the Team Performance Pay adjustment and/or Salary Schedule adjustment (for those who fall below the minimum of their pay grade) with the paycheck beginning July 31, 2026.
2. Compensation will be paid in accordance with the Town's bi-weekly regular payroll cycle.
3. Compensation will be subject to normal payroll taxes and other regular payroll deductions.
4. Compensation will be subject to pension contributions as provided by state law.
5. Federal and State withholding will be calculated based on the current exemptions on file.

MARANA AZ

Human Resources

Salary Schedules Fiscal Year 2026-2027

Classified Positions

Exempt Positions

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 109			**$54,160.13**	**$67,701.05**	**$81,240.79**	**Annual**
707	Parks Project Specialist	Exempt				
515	Planner	Exempt				
GRADE 110			**$59,576.74**	**$74,470.92**	**$89,365.11**	**Annual**
713	Airport Operations Supervisor	Exempt				
475	Business Process Supervisor	Exempt				
198	Communications Specialist	Exempt				
202	Economic Development Specialist (TLT)	Exempt				
252	GIS Analyst	Exempt				
752	Parks Maintenance Supervisor	Exempt				
491	Permitting Supervisor	Exempt				
712	Public Works Supervisor	Exempt				
753	Recreation Supervisor	Exempt				
335	Safety & Health Coordinator	Exempt				
203	Senior Human Resources Generalist	Exempt				
227	Tourism Marketing Specialist	Exempt				
840	Visual Communications Designer	Exempt				
487	Water Business Services Supervisor	Exempt				
479	Water Conservation Analyst	Exempt				
722	Water Distribution Supervisor	Exempt				
723	Water Production Supervisor	Exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 111			**$66,130.05**	**$82,661.95**	**$99,195.05**	**Annual**
655	Asset Systems Manager	Exempt				
718	Chief Water Quality Operator	Exempt				
719	Chief Water Reclamation Operator	Exempt				
237	CIP Process Analyst	Exempt				
239	Construction & Inspection Manager *	Exempt				
814	Crime Scene Property & Evidence Supervisor	Exempt				
493	Customer Service Manager	Exempt				
163	Environmental Project Manager	Exempt				
229	Floodplain Manager	Exempt				
211	Procurement Officer	Exempt				
485	Revenue and Customer Service Manager	Exempt				
467	SCADA Administrator	Exempt				
210	Senior Accountant	Exempt				
246	Senior Planner	Exempt				
841	Senior Visual Communications Designer	Exempt				
268	Technology Analyst	Exempt				
GRADE 112			**$74,065.89**	**$92,582.05**	**$111,098.22**	**Annual**
124	Assistant Building Official	Exempt				
177	Chief Code Enforcement and Animal Control Officer	Exempt				
161	Project Manager	Exempt				
400	Deputy Town Clerk	Exempt				
217	Grants Manager	Exempt				
197	Organizational Development Manager	Exempt				
161	Project Manager	Exempt				
258	Senior GIS Analyst	Exempt				
320	Software Developer	Exempt				
502	Superintendent	Exempt				
301	System Administrator	Exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
235	Technology Support Manager	Exempt				
489	Water Resources Administrator	Exempt				
			$83,694.48	**$104,617.51**	**$125,540.55**	**Annual**
GRADE 113						
222	Associate Town Attorney	Exempt				
275	Budget Manager	Exempt				
488	Business Financial Manager	Exempt				
179	CIP Division Manager *	Exempt				
230	Civil Engineer	Exempt				
307	Cybersecurity Analyst	Exempt				
274	Finance Manager	Exempt				
259	GIS Enterprise Administrator	Exempt				
199	HRIS and Payroll Manager	Exempt				
196	Human Resources Manager	Exempt				
257	Procurement Manager	Exempt				
319	Real Property Manager	Exempt				
329	Risk Manager	Exempt				
340	Senior Network Administrator	Exempt				
310	Senior Software Developer	Exempt				
240	Technology Manager	Exempt				
201	Tourism & Marketing Manager	Exempt				
263	Traffic Manager	Exempt				
159	Water Operations Manager	Exempt				
153	Water Reclamation Operations Manager	Exempt				
			$94,574.52	**$118,218.11**	**$141,861.75**	**Annual**
GRADE 114						
261	Assistant Town Attorney	Exempt				
175	Chief Building Official	Exempt				
151	CIP Engineering Division Manager	Exempt				
170	Court Administrator	Exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
147	Development Engineering Division Manager	Exempt				
	Economic Development Manager (TLT)	Exempt				
245	Planning Manager	Exempt				
167	Water Engineering Manager	Exempt				
GRADE 115			**$106,868.67**	**$133,586.44**	**$160,303.01**	**Annual**
262	Senior Assistant Town Attorney	Exempt				
GRADE 116			**$110,999.00**	**$141,523.31**	**$172,047.60**	**Annual**
129	Development Services Deputy Director	Exempt				
149	Finance Deputy Director	Exempt				
250	Human Resources Deputy Director	Exempt				
135	Information Technology Deputy Director	Exempt				
155	Parks & Recreation Deputy Director	Exempt				
158	Public Works Deputy Director	Exempt				
148	Water Deputy Director	Exempt				
GRADE 117			**$119,323.92**	**$152,137.55**	**$184,951.18**	**Annual**
154	Deputy Town Attorney	Exempt				

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 208			**$34,944.00**	**$42,806.92**	**$50,669.32**	**Annual**
			$16.8000	**$20.5803**	**$24.3602**	**Hourly**
511	Building Inspector Apprentice *	Non-exempt				
746	Custodian	Non-exempt				
703	Parks and Recreation Maintenance Associate I	Non-exempt				
GRADE 209			**$36,480.86**	**$44,689.58**	**$52,898.30**	**Annual**
			$17.5389	**$21.4854**	**$25.4319**	**Hourly**
406	Administrative Assistant	Non-exempt				
429	Legal Clerk	Non-exempt				
680	Customer Service Representative	Non-exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 210			**$39,035.36**	**$47,817.64**	**$56,600.96**	**Annual**
			$18.7670	**$22.9892**	**$27.2120**	**Hourly**
417	Accounting Associate	Non-exempt				
456	Court Clerk	Non-exempt				
408	Customer Service Specialist	Non-exempt				
748	Faciliites Technician I	Non-exempt				
598	Parks and Recreation Maintenance Associate II	Non-exempt				
444	Police Records Clerk	Non-exempt				
403	Police Redaction Clerk *	Non-exempt				
443	Property & Evidence Records Clerk	Non-exempt				
701	Public Works Maintenance Associate I	Non-exempt				
423	Records Clerk	Non-exempt				
442	Water Billing Specialist	Non-exempt				
GRADE 211			**$41,767.70**	**$51,164.62**	**$60,562.32**	**Annual**
			$20.0806	**$24.5984**	**$29.1165**	**Hourly**
660	Assets Coordinator	Non-exempt				
453	Court Operations Specialist	Non-exempt				
242	Court Probation Monitor	Non-exempt				
620	Courtroom Specialist	Non-exempt				
336	Engineering Aide	Non-exempt				
749	Facilities Technician II	Non-exempt				
611	Fleet Coordinator	Non-exempt				
614	Fleet Technician I	Non-exempt				
419	License & Tax Specialist	Non-exempt				
607	Parks and Recreation Maintenance Associate III	Non-exempt				
413	Payroll Technician *	Non-exempt				
665	Police Assets Coordinator	Non-exempt				
445	Police Records Specialist	Non-exempt				
411	Records Redaction Specialist	Non-exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
813	Security Officer	Non-exempt				
415	Senior Legal Document Specialist	Non-exempt				
704	Signs and Markings Technician	Non-exempt				
GRADE 212			**$45,108.44**	**$55,258.32**	**$65,407.68**	**Annual**
			$21.6868	**$26.5665**	**$31.4460**	**Hourly**
527	Animal Control Officer	Non-exempt				
729	Associate Water Reclamation Mechanic	Non-exempt				
492	Business Process Coordinator	Non-exempt				
517	Code Enforcement Technician	Non-exempt				
810	Crime Scene Specialist	Non-exempt				
434	Development Coordinator	Non-exempt				
448	Dispatcher	Non-exempt				
616	Equipment Mechanic	Non-exempt				
508	Fleet Technician II	Non-exempt				
744	Irrigation Control Technician	Non-exempt				
601	Parks and Recreation Lead Maintenance Associate	Non-exempt				
433	Permit Technician	Non-exempt				
547	Project Coordinator-CIP	Non-exempt				
741	Public Works Equipment Operator I	Non-exempt				
605	Public Works Maintenance Associate III	Non-exempt				
323	Real Property Coordinator	Non-exempt				
466	Recreation Programmer	Non-exempt				
418	Senior Accounting Associate	Non-exempt				
455	Senior Court Clerk	Non-exempt				
621	Senior Courtroom Specialist	Non-exempt				
736	Water Operator I	Non-exempt				
GRADE 213			**$48,718.02**	**$59,678.84**	**$70,640.44**	**Annual**
			$23.4221	**$28.6918**	**$33.9618**	**Hourly**
603	Aquatic Maintenance Technician	Non-exempt				
522	Code Enforcement Officer I	Non-exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
234	Engineer in Training (EIT) *	Non-exempt				
438	Executive Assistant	Non-exempt				
754	Facilities Specialist	Non-exempt				
312	GIS Technician *	Non-exempt				
414	Human Resources Specialist	Non-exempt				
510	Lead Fleet Technician	Non-exempt				
617	Public Works Crew Lead	Non-exempt				
743	Public Works Equipment Operator II	Non-exempt				
662	Senior Assets Coordinator	Non-exempt				
431	Senior Legal Assistant	Non-exempt				
309	Technology Support Specialist I	Non-exempt				
372	Traffic Technician II	Non-exempt				
737	Water Operator II	Non-exempt				
532	Water Quality Technician	Non-exempt				
730	Water Reclamation Operator I	Non-exempt				
GRADE 214			**$53,101.88**	**$65,049.66**	**$76,998.22**	**Annual**
			$25.5298	**$31.2739**	**$37.0184**	**Hourly**
209	Accountant	Non-exempt				
471	Administrative Supervisor	Non-exempt				
531	Backflow Prevention Inspector	Non-exempt				
518	Building Inspector I	Non-exempt				
521	Code Enforcement Officer II	Non-exempt				
461	Community Services Coordinator	Non-exempt				
526	Construction Inspector	Non-exempt				
745	Custodian Supervisor	Non-exempt				
560	Engineering Specialist	Non-exempt				
225	Environmental Specialist	Non-exempt				
751	Facilities Tradesman	Non-exempt				
219	Financial Specialist	Non-exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
514	Housing Rehabilitation Specialist	Non-exempt				
728	Lead Water Reclamation Mechanic	Non-exempt				
602	Parks and Recreation Maintenance Coordinator	Non-exempt				
470	Police Records Supervisor	Non-exempt				
465	Recreation Coordinator	Non-exempt				
526	Right of Way Inspector	Non-exempt				
615	Risk Management Specialist	Non-exempt				
809	Security Supervisor	Non-exempt				
525	Water Construction Inspector	Non-exempt				
738	Water Operator III	Non-exempt				
533	Water Quality Specialist	Non-exempt				
731	Water Reclamation Operator II	Non-exempt				
469	Water Technology Support Specialist II	Non-exempt				
GRADE 215			**$58,412.12**	**$71,554.86**	**$84,698.12**	**Annual**
			$28.0827	**$34.4014**	**$40.7202**	**Hourly**
315	Business Process Analyst	Non-exempt				
452	Court Supervisor	Non-exempt				
449	Executive Assistant to the Town Manager	Non-exempt				
233	Human Resources Generalist	Non-exempt				
231	Payroll Analyst	Non-exempt				
302	Plans Examiner	Non-exempt				
529	Senior Construction Inspector	Non-exempt				
249	Senior Crime Analyst	Non-exempt				
513	Senior Right of Way Inspector	Non-exempt				
313	Technology Support Specialist II	Non-exempt				
373	Traffic Signal Technician III	Non-exempt				

***Fair Labor Standards Act*
** This is an Underfill/Overfill of an authorized position*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
GRADE 216			**$64,253.54**	**$78,710.58**	**$93,168.14**	**Annual**
			$30.8911	**$37.8416**	**$44.7924**	**Hourly**
516	Building Inspector II	Non-exempt				
464	Police Telecommunications Supervisor	Non-exempt				
561	Senior Engineering Specialist	Non-exempt				
311	Technology Support Specialist III	Non-exempt				
GRADE 217			**$69,072.38**	**$84,613.88**	**$100,155.64**	**Annual**
			$33.2079	**$40.6797**	**$48.1517**	**Hourly**
300	Senior Plans Examiner	Non-exempt				
Additional Pay (Applies only to Non Exempt Positions)						
	Shift Differential Pay	$1.30 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*			
	On-Call/Stand-By Pay	$1.30 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*			

*Final paygrade/title subject to position review later in the year

Classified Sworn Positions

Non-Exempt Positions						
Job Code	**Grade**	**Job Title**	**Salary Schedules**			
806	PO	Police Officer	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$65,704.08**	**$79,077.70**	**$92,451.84**
			Hourly	**$31.5885**	**$38.0181**	**$44.4480**
804	DET	Police Detective	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$70,303.48**	**$84,613.10**	**$98,923.24**
			Hourly	**$33.7997**	**$40.6794**	**$47.5593**
802	SGT	Police Sergeant	Non-Exempt	Minimum	Midpoint	Maximum
			Annual	**$93,087.02**	**$103,116.78**	**$113,146.80**
			Hourly	**$44.7534**	**$49.5754**	**$54.3975**
800	LT	Police Lieutenant	Exempt	Minimum	Midpoint	Maximum
			Annual	**$109,717.73**	**$128,374.80**	**$147,031.83**
801	CAPT	Police Captain	Exempt	Minimum	Midpoint	Maximum
			Annual	**$120,688.83**	**$143,590.35**	**$166,491.87**

Police Officer Special Assignments Pays	
5% added to base pay	Auto Theft Task Force
5% added to base pay	Lead Police Officer
5% added to base pay	Counter Narcotics Alliance
5% added to base pay	DART
5% added to base pay	DEA Task Force
5% added to base pay	EOD (Explosives)
5% added to base pay	GIITEM Task Force
5% added to base pay	Investigator
5% added to base pay	K9
5% added to base pay	Motorcycles
5% added to base pay	School Resource Officer (SRO)
5% added to base pay	SWAT
5% added to base pay	Volunteer Coordinator
One additional hour of pay per shift paid at time and one-half rate when serving as FTO	Field Training Officer

Additional Pay for Sworn Positions (Applies only to Non-Exempt Sworn)		
Shift Differential Pay	$1.30 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.30 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*

Unclassified Positions

Exempt Positions						
Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Grade AA			**$59,576.74**	**$74,470.92**	**$89,365.11**	**Annual**
190	Cultural Heritage Specialist	Exempt				
Grade A			**$74,065.89**	**$92,582.05**	**$111,098.22**	**Annual**
260	Assistant to the Town Manager	Exempt				
Grade B			**$83,694.48**	**$104,617.52**	**$125,540.55**	**Annual**
141	Communications Manager	Exempt				
Grade C			**$94,574.52**	**$118,218.11**	**$141,861.75**	**Annual**
143	Airport Manager	Exempt				
Town Officers Grade I			**$110,999.00**	**$141,523.31**	**$172,047.60**	**Annual**
Town Officers Grade II			**$119,323.92**	**$152,137.55**	**$184,951.18**	**Annual**
114	Community and Neighborhood Services Director	Exempt				
106	Town Clerk	Exempt				
Town Officers Grade III			**$128,273.21**	**$163,547.86**	**$198,822.52**	**Annual**
182	Deputy Chief of Police	Exempt				
Town Officers Grade IV			**$137,893.70**	**$175,813.95**	**$213,734.21**	**Annual**
127	Development Services Director	Exempt				
118	Finance Director	Exempt				
116	Human Resources Director	Exempt				
134	Information Technology Director	Exempt				
136	Parks and Recreation Director	Exempt				
180	Public Works Director	Exempt				
146	Water Director	Exempt				
Town Officers Grade V			**$148,235.72**	**$189,000.00**	**$229,764.28**	**Annual**
112	Assistant Town Manager	Exempt				
138	Chief of Police	Exempt				
120	Town Attorney	Exempt				

***Fair Labor Standards Act*

Job Code	Job Title	FLSA** Status	Minimum	Midpoint	Maximum	
Town Officers Grade VI			**$159,353.41**	**$203,175.00**	**$246,996.59**	**Annual**
110	Deputy Town Manager	Exempt				

Temporary Positions

Job Code	Job Title	FLSA** Status	Level 1	Level 2	Level 3	Level 4
827	Fitness Instructor	Non-exempt	$19.00	$21.00	$23.00	$25.00

* level is determined by certifications and years of service

Job Code	Job Title	FLSA** Status	1st Year	2nd Year	3rd Year	4th Year	5th Year
828	*Head Lifeguard	Non-exempt	$18.00	$18.25	$18.50	$18.75	$19.00
826	*Lifeguard	Non-exempt	$17.00	$17.25	$17.50	$17.75	$18.00
824	*Recreation Aide	Non-exempt	$16.00	$16.25	$16.50	$16.75	$17.00

* returning employees may receive a $.25 (cents) increase each year

Job Code	Job Title	FLSA** Status	High School	College	Grad School	Law School
480	Intern	Non-exempt	$15.15	$16.15	$17.15	$18.15

Job Code	Job Title	FLSA** Status	half day session	full day session	
169	Judge Pro Tempore	Exempt	$250.00	$450.00	Flat Rate

*if less than half day session rate is $50 per hour

Job Code	Job Title	FLSA** Status	Flat Rate
805	Background Investigator	Non-exempt	$21.0672
447	Dispatcher STT	Non-exempt	$21.6868

Additional Pay (Applies only to Non-Exempt position)		
Shift Differential Pay	$1.30 per hour	*Pay for employees who work between 6:00 p.m. and 6:00 a.m.*
On-Call/Stand-By Pay	$1.30 per hour	*Pay for employees who stand ready to work during non-work hours when assigned.*

***Fair Labor Standards Act*

APPENDIX
TABLE OF REVISIONS

EFFECTIVE DATE	DESCRIPTION
7/1/2023	New Fiscal year adopted salary schedule
	* Organization Development Manager grade 112
	* Police Assets Coordinator grade 211
	* Business Process Analyst grade 214
	* Technology Support Specialist II grade 214
	* Cultural Heritage Specialist grade AA
	* Senior Software Developer grade 112
	* Procurement Specialist grade 109 to Procurement Officer grade 110
7/15/2023	2% increase to all Classified, Classified Sworn and Unclassified grades
10/7/2023	* Custodian (JC 208) changed from grade 207 to 208
	* Construction Inspector (JC 525) changed from grade 213 to 214
	* Right of Way Inspector (JC 526) changed from grade 213 to 214
	* Added Backflow Prevention Inspector (JC 531) grade 214
	* Added Senior Construction Inspector (JC 529) grade 215
	* Added Senior Right of Way Inspector (JC 513) grade 215
12/30/2023	Public Works pay grade changes:
	* Public Works Maintenance Associate I from 208 to 209
	* Public Works Maintenance Associate II from 209 to 210
	* Public Works Maintenance Associate III from 210 to 211
	* Fleet Technician I from 210 to 211
	* Fleet Technician II from 211 to 212
	* Equipment Operator I from 211 to 212
	* Equipment Operator II from 212 to 213
1/1/2024	Minimum Wage increase to $14.35 per hours
	* Recreation Aide from $14.00 to $15.00
	* Intern $13.85 to $14.85
1/13/2024	Mid-Year Reclassifications
	* Visual Communications Designer (grade 109) to Senior Visual Communications Designer (grade 110)
	* Assets Coordinator (grade 211) to Senior Assets Coordinator (grade 213)
	* Development Services Analyst (grade 110) to Business Process Manager (grade 111)
	* Legal Clerk (grade 209) to Senior Legal Specialist (grade 211)
	* Legal Document Specialist (grade 210) to Senior Legal Document Specialist (grade 211)
	* Tourism & Marketing Manager (grade 111) to (grade 113)
1/27/2024	Parks & Recreation (Landscaping) Title Changes
	* Parks & Rec Maintenance Associate III (JC 607) to Parks & Recreation Lead Maintenance Associate (JC 601)
	from grade 210 to 211
3/12/2024	* Water Conservation Analyst changed from 110 to 109 (6/8/23)
4/25/2024	Added Pubic Works Maintenance Apprentice grade 208
5/15/2024	Added Pubic Works Concrete Specialist grade 213
7/1/2024	New Fiscal year adopted salary schedule
	* Fleet Coordinator - New Position Grade 211
	* Human Resources Manager - New Position Grade 113
	* Tourism Marketing Specialist - New position Grade 110
	* Background Investigator change hourly rate from $17.8733 to $20.6541
	* Shift differential pay changed from $1.15 per hour to $1.30 per hour
	* On-call pay changed from $1.00 per hour to $1.30 per hour
7/13/2024	* Accounting Associate grade 209 to 210
	* Administrative Assistant 208 to 209
	* Airport Operations Supervisor grade 109 to 110

EFFECTIVE DATE	DESCRIPTION
	* Aquatic Maintenance Technician grade 212 to 213
	* Business Process Analyst grade 214 to 215
	* Chief of Police grade III to V
	* Communications Specialist grade 109 to 110
	* Court Clerk grade 209 to 210
	* Courtroom Specialist grade 210 to 211
	* Crime Scene Specialist grade 211 to 212
	* Customer Service Representative grade 208 to 209
	* Customer Service Specialist grade 209 to 210
	* Deputy Chief of Police grade E to III
	* Deputy Town Attorney grade 116 to 117
	* Deputy Town Clerk grade 111 to 112
	* Deputy Town Manager grade III to VI
	* Development Coordinator grade 211 to 212
	* Development Services Deputy Director grade 115 to 116
	* Development Services Director grade II to IV
	* Executive Assistant grade 212 to 213
	* Finance Deputy Director grade 115 to 116
	* Finance Director grade II to IV
	* Fleet Technician Apprentice (TLT)
	* HRIS and Payroll Manager grade 111 to 112
	* Human Resources Deputy Director grade 115 to 116
	* Human Resources Director grade II to IV
	* Network Administrator grade 111 to 112
	* Parks & Recreation Deputy Director grade 115 to 116
	* Parks & Recreation Lead Maintenance Associate grade 211 to 212
	* Parks & Recreation Maintenance AssociateI II grade 209 to 210
	* Parks & Recreation Maintenance AssociateI III grade 210 to 211
	* Parks and Recreation Director grade II to IV
	* Permit Technician grade 211 to 212
	* Plans Examiner grade 214 to 215
	* Police Records Clerk grade 209 to 210
	* Police Telecommunications Supervisor grade 215 to 216
	* Project Coordinator CIP grade 211 to 212
	* Property & Evidence Records Clerk grade 209 to 210
	* Public Works Deputy Director grade 115 to 116
	* Public Works Director grade II to IV
	* Public Works Maintenance Associate I grade 209 to 210
	* Public Works Maintenance Associate II grade 210 to 211
	* Public Works Maintenance Associate III grade 211 to 212
	* Real Property Coordinator grade 211 to 212
	* Real Property Manager grade 112 to 113
	* Risk Manager grade 112 to 113
	* Senior Accountant grade 110 to 111
	* Senior Accounting Associate grade 211 to 212
	* Senior Court Clerk grade 211 to 212
	* Senior Courtroom Specialist grade 211 to 212
	* Senior Engineering Specialist grade 215 to 216
	* Senior GIS Analyst grade 112 to 113
	* Senior Network Administrator grade 112 to 113
	* Senior Planner grade 110 to 111
	* Senior Plans Examiner grade 216 to 217
	* Senior Software Developer grade 112 to 113
	* Senior Visual Communications Deigner grade 110 to 111

EFFECTIVE DATE	DESCRIPTION
	* Superintendent grade 111 to 112
	* Technology Analyst grade 110 to 111
	* Technology Manager grade 113 to 114
	* Technology Services Deputy Director grade 115 to 116
	* Technology Services Director grade II to IV
	* Technology Supervisor grade 112 to 113
	* Technology Support Specialist I grade 212 to 213
	* Technology Support Specialist II grade 214 to 215
	* Town Attorney grade III to V
	* Visual Communications Designer grade 109 to 110
	* Water Billing Specialist grade 209 to 210
	* Water Business Services Supervisor grade 109 to 110
	* Water Conservation Analyst grade 109 to 110
	* Water Deputy Director grade 115 to 116
	* Water Director grade II to IV
	* Water Operator Apprentice (TLT)
	* Added new grade 117, 217, IV, V and VI
	* Changed grade II Min, Mid and Max per comp study
	* Changed grade III Min, Mid and Max per Comp study
	* Increased Grades PO, DET, SGT, LT and CAPT by 5% per comp study
7/27/2024	* Add Term Limited Temporary (TLT) Risk Specialist Grade 214
9/12/2024	* Remove underfill Business Process Supervisor; change to Permitting Supervisor
11/15/2024	* Added Recreation Supervisor Grade 110
	* Added Recreation Coordinator Grade 214
12/28/2024	* Added Payroll Analyst Grade 215
	* Change Grade for HR Generalist from 109 to 215
	* Change Grade for Executive Assistant to the Town Manager from 109 to 215
	* Remove Payroll Administrator grade 110
1/11/2025	Mid Year Reclassifications
	* Reclassification Community Outreach Coordinator Grade 213 to Community Services Coordinator Grade 214
	* Reclassification Cultural Heritage Specialist Grade AA change Min $56,739.75, Mid $70,924.69, Max $85,109.63
	* Remove Senior GIS Analyst Grade 112
	* New GIS Enterprise Administrator Grade 113
	* Reclassification Lead Custodian Grade 210 to Custodian Supervisor Grade 214
	* Reclassification CIP Process Analyst Grade 110 to Grade 111
	* Reclassification Payroll Technician Grade 211 to Payroll Analyst Grade 215
	* Title change from Water Reclamation Mechanic to Lead Water Reclamation Mechanic
	* Added Technology Support Specialist III Grade 216
	* Reclassification Revenue and Customer Service Manager Grade 110 to 111
	* Title change from Busines Process Manager to Customer Service Manager (Grade 111)
1/11/2025	* Reallocate Court Collections Specialist to Senior Court Clerk
02/08/2025	* Change ranges for Head Lifeguard by $1.00
	* Change ranges for Lifeguard by $1.00
	* Change ranges for Recreation Aide by $1.00
	* Change levels for Fitness Instructor
	* Change Grade 208 from $15.6108, $19.1235, $22.6359 to $16.00, $19.6003, $23.2002
4/5/2025	* Reallocate Public Works Maintenance Associate III to Public Works Crew Lead grade 213
	* Add Engineer in Training (EIT) Grade 213
6/28/2025	* CIP Project Manager Grade 112
	* Cybersecurity Analyst Grade 112
	* Senior GIS Analyst Grade 112
	* Records Redaction Specialist Grade 211
	* Add Security Officer Grade 211
	* Associate Town Attonry from Grade 112 to Grade 113
	* Assistant Town Attorney from Grade 113 to Grade 114
	* Senior Assistant Town Attorney Grade 114 to Grade 115

EFFECTIVE DATE	DESCRIPTION
	* Technology Support Supervisor retitled to Technology Support Manager
	* Technology Manager moved from grade 114 to 113
	* Technology Supervisor retiltled to Technology Manager
7/12/2025	* Background investigators rate from $20.6541 to $21.0672
	* Added Building Inspector Apprentice grade 208
	* Records Redaction Specialist Grade 211 to Police Redaction Clerk Grade 210
7/26/2025	* HRIS and Payroll Manager Grade 112 to Grade 113
	* Grants Manager Grade 111 to Grade 112
	* Cybersecurity Analyst Grade 112 to Grade 113
1/1/2026	* Minimum Wage increase to $15.15 per hour. Job class 480 Intern rates changed
1/10/2026	* Reclassification Court Administrator Grade 113 to 114
	* Reclassification Court Security Officer Grade 211 to Security Supervisor Grade 214
	* Reclassification Senior Legal Specialist Grade 211 to Executive Assistant Grade 213
	* Reclassification Legal Assistant Grade 212 to Senior Legal Assistant Grade 213
1/24/2026	* Re-allocate Technology Analyst Grade III to Software Developer Grade 112
5/8/2026	* Change title from Traffice Technician III to Traffic Signal Technician III, no grade change
6/27/2026	**FY2027 New Positions:**
	* Assistant Town Manager Grade V
	* Procurement Manager Grade 113
	* Legal Clerk Grade 209
	* Judge Pro Tempore Full day from $300 to $450; 1/2 day from $150 to $250
	* Remove Director of Economic & Tourism Development
	* Remove Economic Development Specialist