



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 15, 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 September 15, 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 Diaper Need Awareness Week (Jill McCleary)

PR2 Proclamation Recognizing Constitution Week (Jill McCleary)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

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

CONSENT AGENDA

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

- C1 Resolution No. 2026-067: Relating to Municipal Court; approving the appointment of Richard Glenn as a magistrate pro tempore for the Marana Municipal Court (Libby Shelton)
- C2 Resolution No. 2026-068: Relating to Real Estate; approving and authorizing the Town Engineer to execute a License Agreement with the United States of America, Department of Energy, Western Area Power Administration ("WAPA"), specifying consent for new water infrastructure to be constructed for the Picture Rocks Interconnect Project, located within WAPA's existing transmission line easement (Heidi Lasham)
- C3 Resolution No. 2026-069: Relating to Real Estate; approving and ratifying the Town Manager's execution of the Temporary Parking License Agreement between the Town of Marana and Marana Owner, LLC (David Udall)

- C4 Resolution No. 2026-070: Relating to Risk Management; approving and authorizing the Mayor to sign the Settlement Agreement and Release between the Town of Marana, Barker Contracting, Inc., Clear Contracting Company, and Arizona Communication Experts, Inc. in settlement of the litigation captioned *Town of Marana v. Barker Contracting, Inc., et al.*, Pima County Superior Court case number C20236109 (David Udall)
- C5 Resolution No. 2026-071: Relating to Utilities; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the Water Infrastructure Finance Authority of Arizona and the Town of Marana for a maximum of \$2,000,000 in grant funding for the design of the Pioneer Well PFAS Project (Heidi Lasham)
- C6 Resolution No. 2026-073: Relating to Public Works; approving and authorizing the Mayor to execute the Intergovernmental Transportation Funding Agreement between the Regional Transportation Authority of Pima County and the Town of Marana for delivery of RTA Plan elements (Jane Fairall)
- C7 Approval of Regular Council Meeting Summary Minutes of September 1, 2026 (Jill McCleary)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

- A1 Resolution No. 2026-072: Relating to Utilities; approving and authorizing the Mayor to sign an agreement with Cortaro Water Users' Association for in-lieu water delivery and storage (Heidi Lasham)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Water; presentation, discussion, and possible direction on proposed amendments to the Town of Marana Drought Preparedness Plan, adopted by Resolution No. 2023-045 (Heidi Lasham)
- 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)

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Council-Regular Meeting

PR1

Meeting Date: 09/15/2026

Submitted For: Jill McCleary, Town Clerk

Date: September 15, 2026

Subject: Proclamation Recognizing Diaper Need Awareness Week (Jill McCleary)

Attachments

Proclamation



PROCLAMATION
Recognizing Diaper Need Awareness Week

WHEREAS, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

WHEREAS, national surveys and research studies have reported that one in three families struggle with diaper need and 48% delay changing a diaper to extend their supply; and

WHEREAS, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs; and

WHEREAS, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and may prevent parents from accessing child care needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

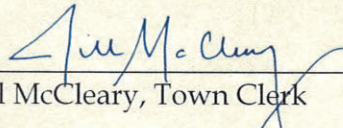
WHEREAS, the people of Marana recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the Town's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

WHEREAS, Marana is proud to be home to trusted community-based organizations, including the Diaper Bank of Central and Southern Arizona, that recognize the importance of diapers in ensuring health and provide economic stability for families and thus distribute diapers to families through various channels.

NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana do hereby proclaim the week of September 14th-20th, 2026 as Diaper Need Awareness Week in the Town of Marana, and thank the aforementioned diaper banks, their staff, volunteers and donors for their service, and encourage the citizens of Marana to donate generously to diaper banks, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Marana's children and families can thrive and reach their full potential.

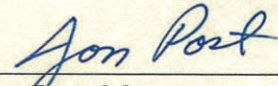
Dated this 15th day of September 2026.

ATTEST:



Jill McCleary, Town Clerk





Jon Post, Mayor



Council-Regular Meeting

PR2

Meeting Date: 09/15/2026

Submitted For: Jill McCleary, Town Clerk

Date: September 15, 2026

Subject: Proclamation Recognizing Constitution Week (Jill McCleary)

Attachments

Proclamation



PROCLAMATION
Recognizing Constitution Week

WHEREAS, the United States Constitution remains a cornerstone of our nation's democracy, providing the foundation for our system of government and safeguarding the rights and freedoms of its people; and

WHEREAS, September 17, 2026, marks the 239th anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the observance of Constitution Week provides an opportunity to reflect upon the principles and freedoms established by this historic document and their enduring significance to our nation; and

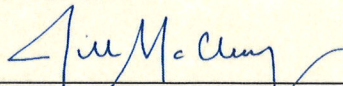
WHEREAS, Public Law 915, approved in 1956, authorized and requested the President of the United States to designate September 17 through September 23 of each year as Constitution Week; and

WHEREAS, Constitution Week encourages civic education and a greater understanding of the Constitution, its history, and its continuing role in American government; and

NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim September 17 through September 23, 2026, as Constitution Week and encourage all residents of Marana to honor the vision of the Framers, reflect upon the enduring principles of the United States Constitution, and recognize the importance of preserving the rights and freedoms it guarantees.

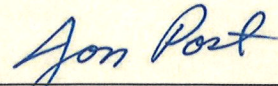
Dated this 15th day of September, 2026.

ATTEST:



Jill McCleary, Town Clerk





Jon Post, Mayor



Council-Regular Meeting

P1

Meeting Date: 09/15/2026

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: September 15, 2026

Strategic Plan Focus Area:

Not Applicable

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

Discussion:

The purpose of this item is to present a summary of the Town's preliminary year-end financial results for the Town's General Fund and other selected major funds for fiscal year 2025-26. It is important to note that these results are preliminary, unaudited, and subject to change based upon adjusting entries, as necessary. The attached provides a high-level revenue summary, expenditure summary, and anticipated ending balances at year-end.

Revenue

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

General Fund revenue is above budgeted expectations and projected to come in about 7% above budgeted amounts, primarily due to higher than anticipated sales taxes, Single Family Residential (SFR) permits revenues, membership revenues from the Marana Aquatics and Recreation Center, and investment returns due to higher than anticipated interest rates. It should be noted that sales tax and state shared revenues are above expectations, indicating the continued resiliency of the local and state economy.

Highway User Revenue Fund (HURF) revenues resulting from the collection of fees and taxes from users of the state's roads and highways met expectations, while higher than anticipated investment revenues were the result of higher than anticipated interest rates.

Revenues for the Transportation Fund, which comprises 75% of all contracting taxes collected and is used for new road construction and reconstruction projects, met budgeted expectations for sales taxes with additional amounts reflecting intergovernmental reimbursements for a road project. Revenues continue to reflect high levels of commercial activity and residential development.

Revenues for the Bed Tax Fund, which accounts for the portion of bed tax revenues restricted for tourism-related costs, met overall expectations as the travel and hospitality industry continues to attract visitors in our region.

Half-Cent Sales Tax Fund revenues, which account for the construction and financing of the new Marana Aquatics and Recreation Center, were slightly above expectations, helping to ensure the timely future payoff of the debt issued for the completion of the facility.

Revenues for the Water and Water Reclamation Funds were above expectations for the fiscal year due to higher than anticipated account growth for new housing and commercial projects in Marana. Revenues also reflect rate increases that were implemented in February of 2026, and one-time legal settlement payments into the fund related to PFAS litigation.

Revenues for the Airport exceeded expectations due to a renegotiation of certain leases as well as the one-time payment of prior year lease underpayments. Additional detail on these variances and other listed funds is included within the visualization slides attached to this item. The shortfall reflected in the summary page of the presentation may be covered by budgeted transfers of funds from the General Fund if final expenses in the fund exceed total revenues.

Expenditures

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

General Fund Balance and Reserves

Based upon preliminary year-end results for fiscal year 2025-2026, and a number of assumptions, we expect General Fund reserves of approximately \$78 million available to use for one-time projects and other one-time needs by the end of fiscal year 2026-2027. This balance excludes items such as the General Fund reserve of 25% of budgeted revenues (\$23.4 million), the \$5 million of contingency budget capacity in

next year's budget, and money set aside as part of the Town's equipment and vehicle replacement program, which are available to support continued, efficient and uninterrupted service delivery. Please find a General Fund available reserves slide attached to this Council report. The amount of available fund balance will change as the Town reconciles and closes the books for fiscal year 2025-2026.

The preliminary year-end update will be available on the Town's website following tonight's meeting. The public may interact with the Power BI tool by drilling down into the data. The tool can be found on the following page after the Council meeting:

<http://www.maranaaz.gov/financial-documents>

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

Presentation

FY2026 General Fund Reserves

Financial Brief: Fourth Quarter

Fiscal Year

2025 – 2026

Prepared by: Finance Department

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FISCAL YEAR 2025 - 2026 FOURTH QUARTER FINANCIAL BRIEF

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

The table below shows an overview for each fund.

REVENUES				EXPENDITURES			OVER/UNDER
Fund	FY 2026 Budget	Actual	% Budget	FY 2026 Budget	Actual	% Budget	YTD Over/Under
GENERAL FUND	87,294,739	93,561,386	107%	110,494,773	79,881,677	72%	13,679,709
HURF	5,197,296	5,328,907	103%	7,492,283	4,396,845	59%	932,062
TRANSPORTATION FUND	16,046,522	16,895,563	105%	26,052,829	11,652,322	45%	5,243,241
BED TAX FUND	1,850,000	1,894,360	102%	2,809,164	2,499,208	89%	-604,848
1/2 CENT SALES TAX	7,976,682	8,900,900	112%	4,093,500	3,728,196	91%	5,172,704
WATER FUND	14,093,660	17,196,090	122%	16,099,181	9,874,917	61%	7,321,173
WATER RECLAMATION FUND	6,987,684	7,169,901	103%	13,692,840	4,141,929	30%	3,027,972
AIRPORT FUND	743,484	609,173	82%	743,484	580,029	78%	29,144

Click [HERE](#) for a User Guide and FAQ about this report

FY 2025-2026 FOURTH QUARTER: GENERAL FUND

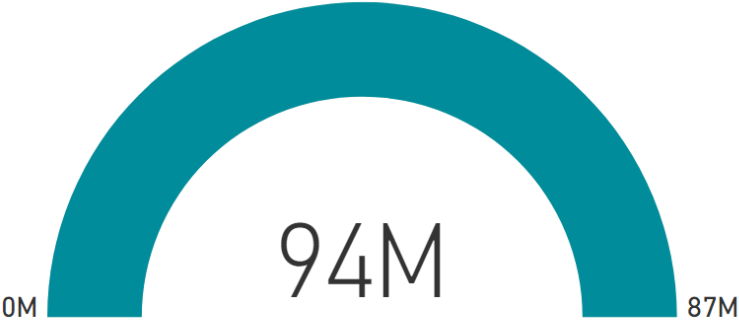
REVENUES

Select Revenue or Expense

EXPENSES

REVENUES

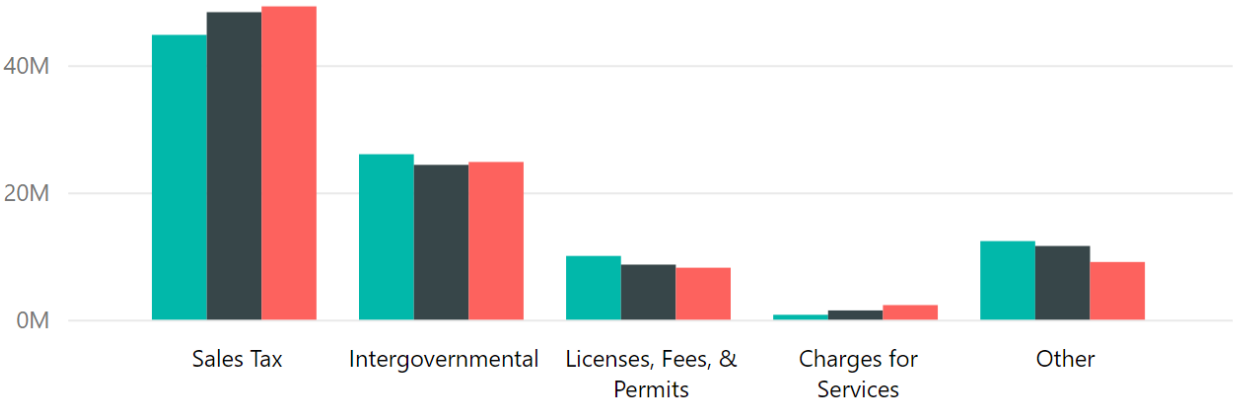
Category	FY 2026 Budget	Actual	% Budget
Sales Tax	46,589,787	49,247,202	106%
Intergovernmental	24,076,666	24,787,761	103%
Licenses, Fees, & Permits	6,345,000	8,166,993	129%
Charges for Services	1,395,461	2,293,163	164%
Other	8,887,825	9,066,267	102%
Total	87,294,739	93,561,386	107%



General Fund Relevant Information

The General Fund is the Town's primary operating fund. Sales Tax, Intergovernmental Revenues and Licenses, Fees, & Permits make up nearly 90% of budgeted revenues for the fund. Overall, collections meet or exceed expectations through the fourth quarter of FY2026. Sales tax revenues are greater than the budget due to continued economic stability and a strong fourth quarter. Intergovernmental revenues include amounts received from the State's shared revenue program and are distributed based upon population estimates and economic conditions. Licenses, Fees, & Permits surpass budgeted amounts, in part due to the growth in SFR permit revenues in the fourth quarter. Charges for Services reflect a full year of membership revenue at the Marana Aquatic and Recreation Center. Other revenues include investment income earnings.

Year 2024 2025 2026



Category	2024	2025	2026
Sales Tax	44,763,592	48,335,561	49,247,202
Intergovernmental	26,007,441	24,333,359	24,787,761
Licenses, Fees, & Permits	10,017,931	8,652,812	8,166,993
Charges for Services	767,995	1,453,158	2,293,163
Other	12,350,729	11,583,372	9,066,267
Total	93,907,689	94,358,262	93,561,386

FY 2025-2026 FOURTH QUARTER: GENERAL FUND

EXPENSES

Select Revenue or Expense

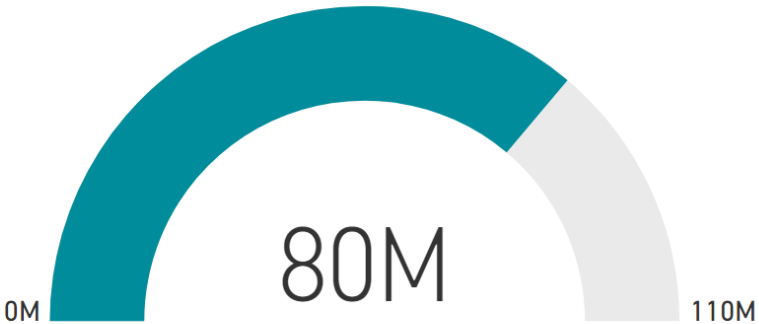
EXPENSES

REVENUES

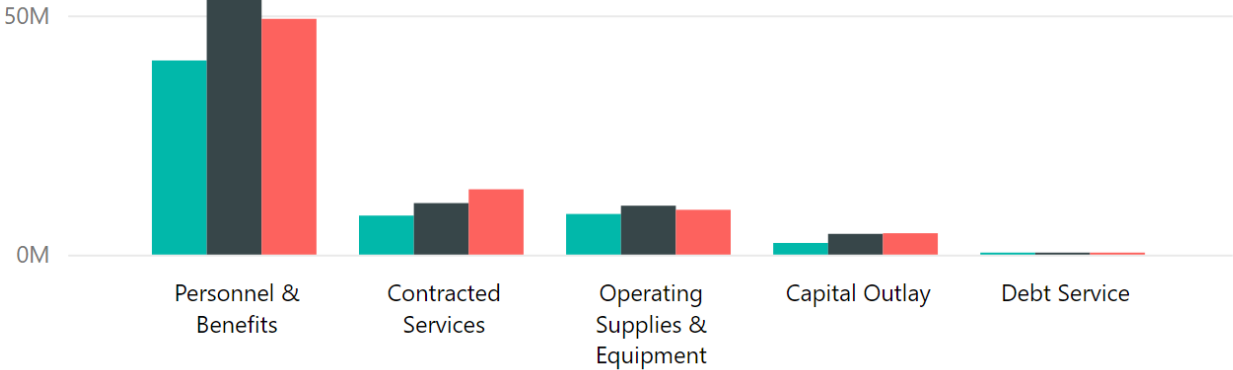
Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	51,441,400	49,278,976	96%
Contracted Services	15,986,912	13,643,757	85%
Operating Supplies & Equipment	16,238,085	9,355,348	58%
Capital Outlay	12,080,651	4,459,459	37%
Debt Service	84,000	70,641	84%
Other Financing Uses	14,663,725	3,073,496	21%
Total	110,494,773	79,881,677	72%

General Fund Relevant Information

General Fund expenses through the fourth quarter of FY2026 overall are as anticipated. Personnel & Benefits expenses are in line with expectations. Operating Supplies & Equipment includes \$5 million in contingency funding, most of which was not utilized. Capital Outlay is associated with several projects and capital equipment purchases being carried over for completion in the next fiscal year, including the MMC and MOC Generator Replacements. Other Financing Uses is related to budgeted transfers for debt service and capital projects, as well as restricted budget for possible unforeseen needs. Transfers for capital projects are still outstanding and will be completed as part of the year-end close out process.



Year 2024 2025 2026



Category	2024	2025	2026
Personnel & Benefits	40,577,647	57,900,003	49,278,976
Contracted Services	8,148,066	10,756,210	13,643,757
Operating Supplies & Equipment	8,481,492	10,216,791	9,355,348
Capital Outlay	2,426,934	4,323,986	4,459,459
Debt Service	200,658	232,273	70,641
Other Financing Uses	8,674,517	4,005,941	3,073,496
Total	68,509,314	87,435,204	79,881,677

FY 2025-2026 FOURTH QUARTER: HURF REVENUES

Select Revenue or Expense

☐ EXPENSES

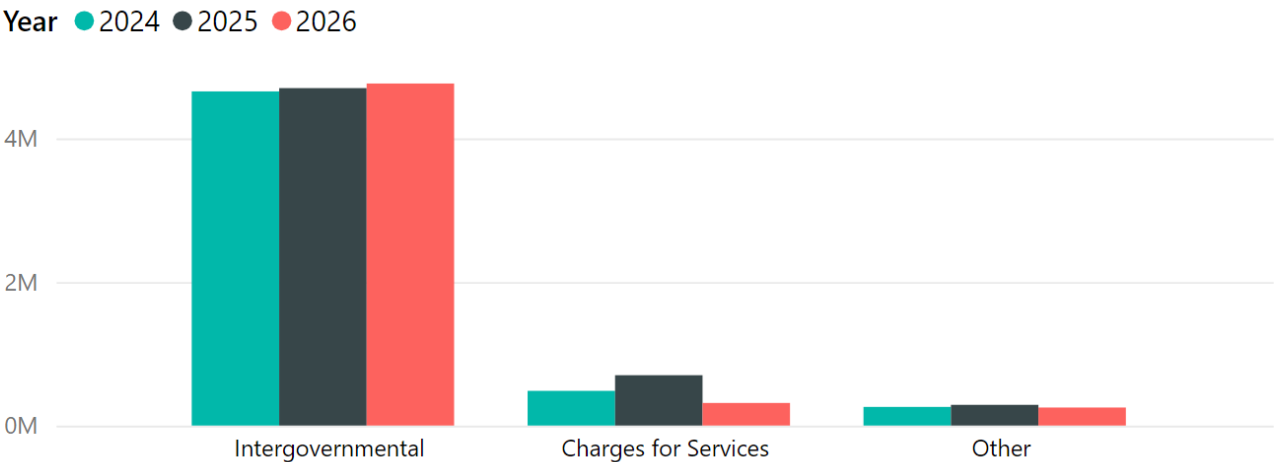
☒ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Intergovernmental	4,857,296	4,763,931	98%
Charges for Services	230,000	314,318	137%
Other	110,000	250,657	228%
Total	5,197,296	5,328,907	103%



HURF Relevant Information

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



Category	2024	2025	2026
Intergovernmental	4,654,046	4,699,879	4,763,931
Charges for Services	482,883	700,779	314,318
Other	259,168	288,046	250,657
Total	5,396,098	5,688,704	5,328,907

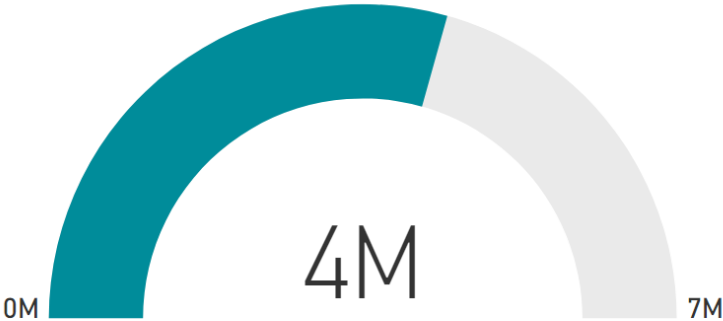
FY 2025-2026 FOURTH QUARTER: HURF EXPENSES

Select Revenue or Expense

☒ EXPENSES

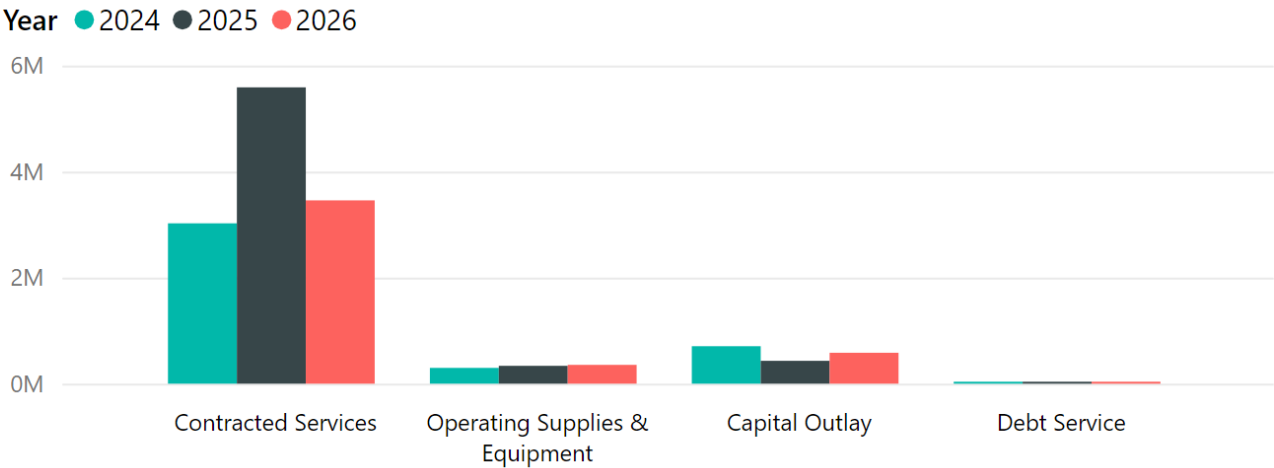
☐ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Contracted Services	6,377,943	3,457,418	54%
Operating Supplies & Equipment	394,340	354,818	90%
Capital Outlay	520,000	583,027	112%
Debt Service	0	1,581	0%
Other Financing Uses	200,000		
Total	7,492,283	4,396,845	59%



HURF Relevant Information

HURF expenses are overall below budgeted amounts through the fourth quarter of FY2026. Contracted Services reflects budget and expenses for the Town's Pavement Preservation program, some of which will be carried over for continuation in the next fiscal year. Operating Supplies & Equipment expenses to date are below budgeted expectations but comparable to prior year activity. Capital Outlay is associated with construction and vehicle and equipment purchases, which exceeded original cost estimates. Other Financing Uses reflect restricted budget for possible monsoon storm damage or other unanticipated needs.



Category	2024	2025	2026
Contracted Services	3,024,415	5,589,085	3,457,419
Operating Supplies & Equipment	297,594	336,711	354,818
Capital Outlay	706,712	431,109	583,027
Debt Service	489	1,879	1,581
Total	4,029,210	6,358,784	4,396,845

FY 2025-2026 FOURTH QUARTER: TRANSPORTATION FUND

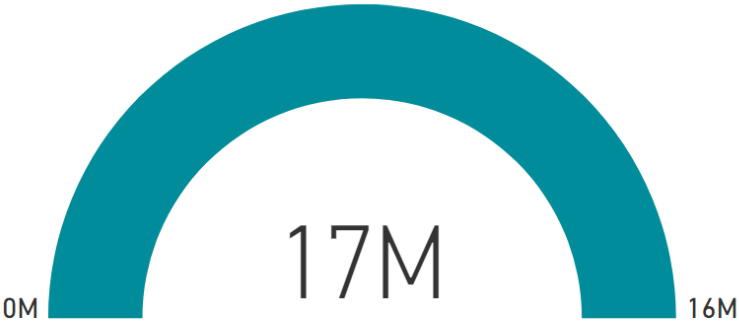
REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

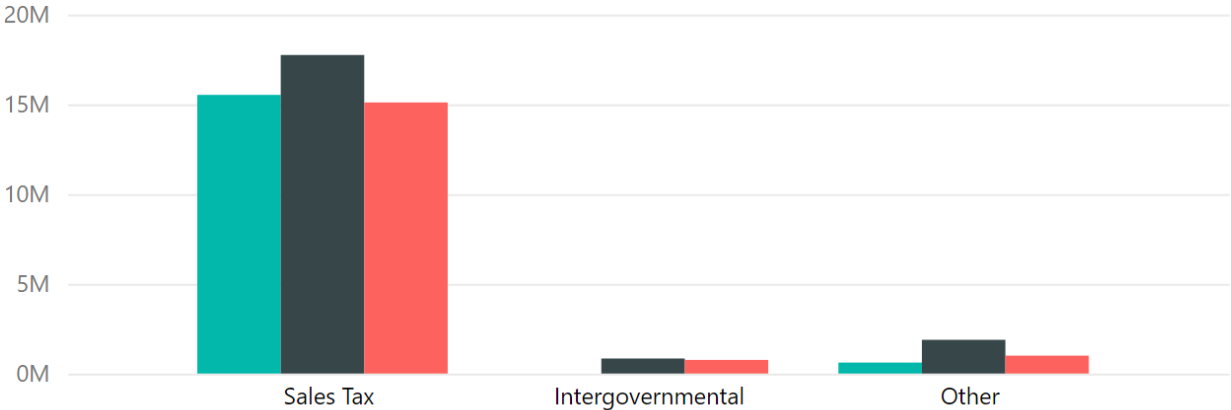
Category	FY 2026 Budget	Actual	% Budget
Sales Tax	15,146,522	15,103,037	100%
Intergovernmental	0	757,943	0%
Other	900,000	1,034,582	115%
Total	16,046,522	16,895,563	105%



Transportation Fund Relevant Information

The Transportation Fund comprises 75% of all contracting taxes collected by the Town and is used for new road construction and reconstruction projects. Fourth quarter revenue collections meet expectations as construction contracting taxes continue to reflect stable construction activity. Intergovernmental revenues are related to an agreement with the county related to Twin Peaks Road-Rattlesnake Pass widening project which is now complete. Other revenue includes planned transfers and investment income which is greater than anticipated due to high rate returns.

Year 2024 2025 2026



Category	2024	2025	2026
Sales Tax	15,524,326	17,747,170	15,103,037
Intergovernmental		836,398	757,943
Other	609,937	1,877,881	1,034,582
Total	16,134,263	20,461,449	16,895,563

FY 2025-2026 FOURTH QUARTER: TRANSPORTATION FUND

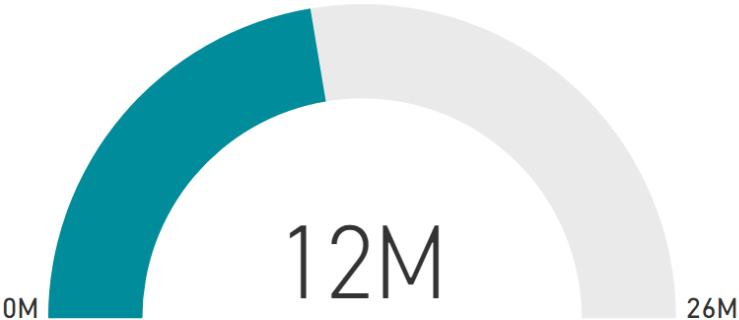
EXPENSES

Select Revenue or Expense

☒ EXPENSES

☐ REVENUES

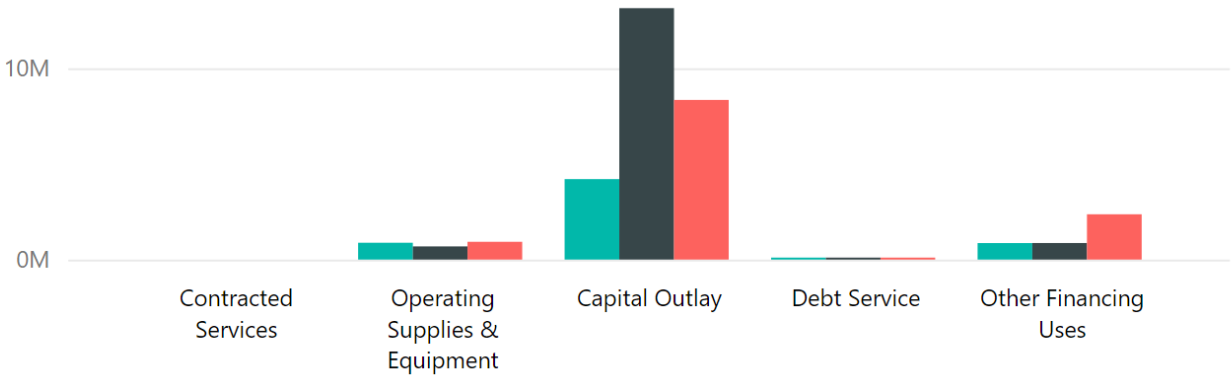
Category	FY 2026 Budget	Actual	% Budget
Operating Supplies & Equipment	650,000	927,899	143%
Capital Outlay	24,517,849	8,342,659	34%
Debt Service	20,000	16,018	80%
Other Financing Uses	864,980	2,365,746	274%
Total	26,052,829	11,652,322	45%



Transportation Fund Relevant Information

Overall, Transportation Fund expenses are below budgeted levels through the fourth quarter of FY2026. Operating Supplies & Equipment is associated with ongoing developer reimbursements. Expenses exceed budget due to greater construction activity than expected in two new developments of Mandarin and Monarch. Capital Outlay is associated with multi-year CIP projects being carried over for continuation in FY2027, including the Sanders Road Drainage Project and the beginning of the Tangerine Traffic Interchange Project. Other Financing Uses is associated with transfers that are higher than anticipated. Funding was transferred for project expenses related to the Transportation, Impact Fees and Other Agency Fund.

Year 2024 2025 2026



Category	2024	2025	2026
Operating Supplies & Equipment	878,166	686,984	927,899
Capital Outlay	4,204,427	13,139,800	8,342,659
Debt Service	16,999	19,186	16,018
Other Financing Uses	861,116	863,771	2,365,746
Total	5,960,707	14,709,740	11,652,322

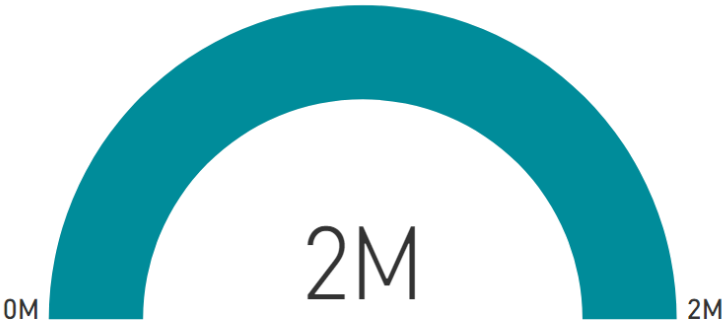
FY 2025-2026 FOURTH QUARTER: BED TAX FUND REVENUES

Select Revenue or Expense

☐ EXPENSES

☒ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Sales Tax	1,850,000	1,894,360	102%
Total	1,850,000	1,894,360	102%



Bed Tax Fund Relevant Information

The Bed Tax Fund accounts for the collection of the discriminatory portion of revenues restricted for tourism initiatives. Fourth quarter revenue collections for FY2026 are similar to previous years' and in line with expectations. Overall, hotel revenues continue to be resilient and in line with expectations.

Year 2024 2025 2026



Category	2024	2025	2026
Sales Tax	1,732,071	1,895,407	1,894,360
Total	1,732,071	1,895,407	1,894,360

FY 2025-2026 FOURTH QUARTER: BED TAX FUND

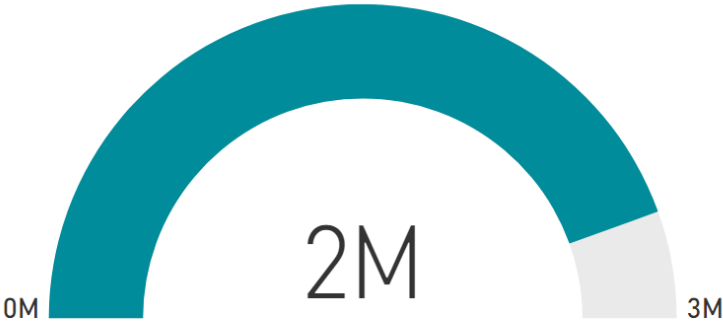
EXPENSES

Select Revenue or Expense

☒ EXPENSES

☐ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	282,005	233,126	83%
Contracted Services	1,823,116	1,791,512	98%
Operating Supplies & Equipment	194,845	351,972	181%
Other Financing Uses	509,198	122,598	24%
Total	2,809,164	2,499,208	89%



Bed Tax Fund Relevant Information

The Bed Tax Fund spending is as expected through the fourth quarter of FY2026. Contracted Services is primarily related to the annual State Land lease payment and also includes planned advertising costs in support of tourism activities. Current year land lease payments include a one-time payment to the State resulting from prior year underpayments as per the contract. Operating Supplies & Equipment includes developer rebates. Other Financing Uses is restricted budget for unanticipated needs and includes funding for future tourism related opportunities not yet identified by the department. In the current year, Other Financing uses includes a transfer to refund money to the General Fund that should have been paid out of

Year 2024 2025 2026



Category	2024	2025	2026
Personnel & Benefits	157,214	242,423	233,126
Contracted Services	996,597	1,165,831	1,791,512
Operating Supplies & Equipment	177,962	296,648	351,972
Other Financing Uses			122,598
Total	1,331,773	1,704,902	2,499,208

FY 2025-2026 FOURTH QUARTER: HALF CENT SALES TAX FUND

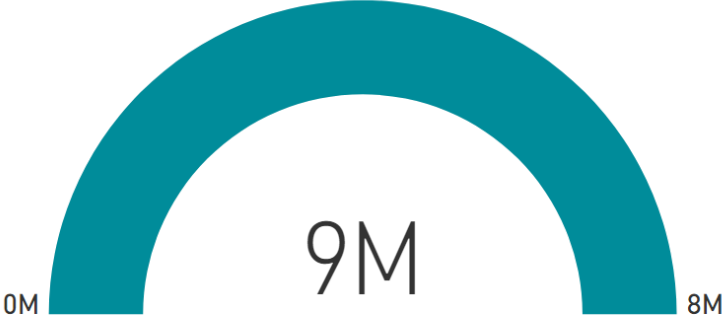
REVENUES

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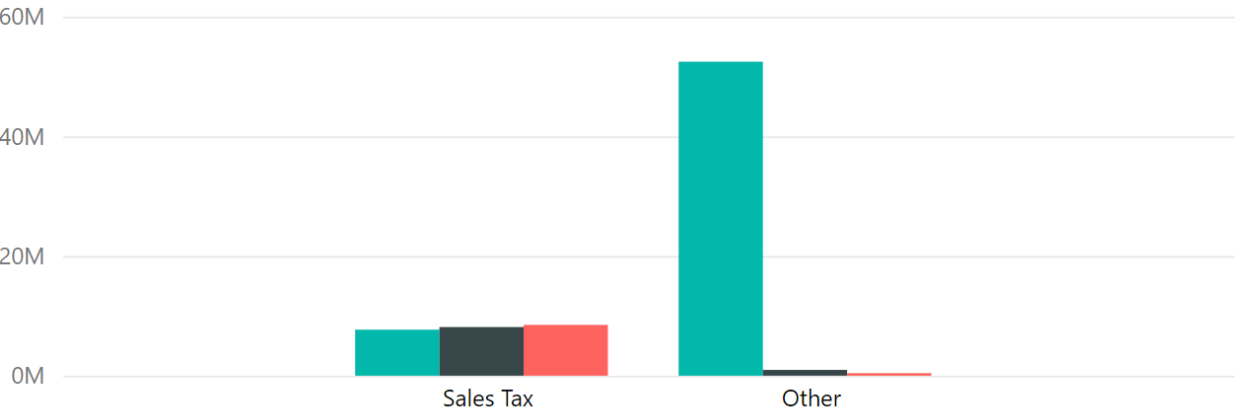
Category	FY 2026 Budget	Actual	% Budget
Sales Tax	7,876,682	8,480,794	108%
Other	100,000	420,106	420%
Total	7,976,682	8,900,900	112%



1/2 Cent Sales Tax Fund Relevant Information

Town Council adopted Ordinance 2021.022 to amend the Town Tax Code by increasing the tax rate on certain activities by one-half cent for the Marana Aquatic and Recreation Center. Collections through the fourth quarter of the fiscal year continue to meet expectations and continue to average more than \$600,000 per month. Other revenues are related to investment income which is higher than budgeted as cash balances will accumulate and be utilized to pay off debt issued to construct the facility.

Year 2024 2025 2026



Category	2024	2025	2026
Sales Tax	7,686,260	8,122,817	8,480,794
Other	52,467,918	965,662	420,106
Total	60,154,178	9,088,480	8,900,900

FY 2025-2026 FOURTH QUARTER: HALF CENT SALES TAX FUND

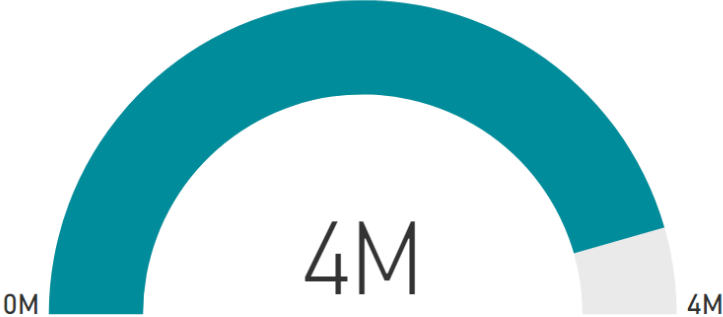
EXPENSES

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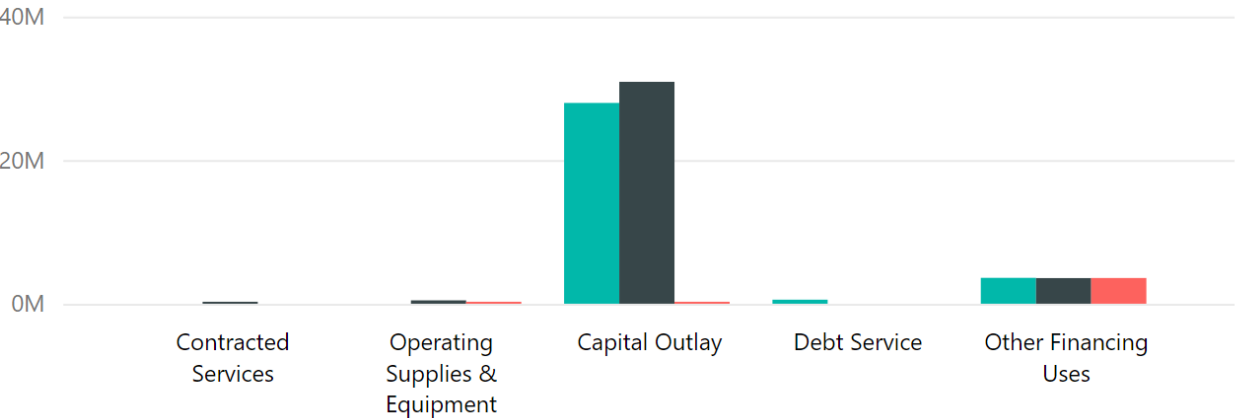
Category	FY 2026 Budget	Actual	% Budget
Operating Supplies & Equipment	0	21,804	0%
Capital Outlay	500,000	126,688	25%
Other Financing Uses	3,593,500	3,579,704	100%
Total	4,093,500	3,728,196	91%



1/2 Cent Sales Tax Fund Relevant Information

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

Year 2024 2025 2026



Category	2024	2025	2026
Contracted Services		122,456	
Operating Supplies & Equipment		465,334	21,804
Capital Outlay	27,965,555	30,908,876	126,688
Debt Service	559,984		
Other Financing Uses	3,600,905	3,566,592	3,579,704
Total	32,126,444	35,063,258	3,728,196

FY 2025-2026 FOURTH QUARTER: WATER OPERATING FUND

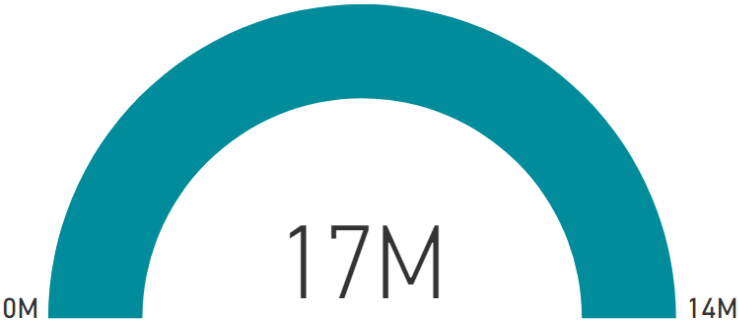
REVENUES

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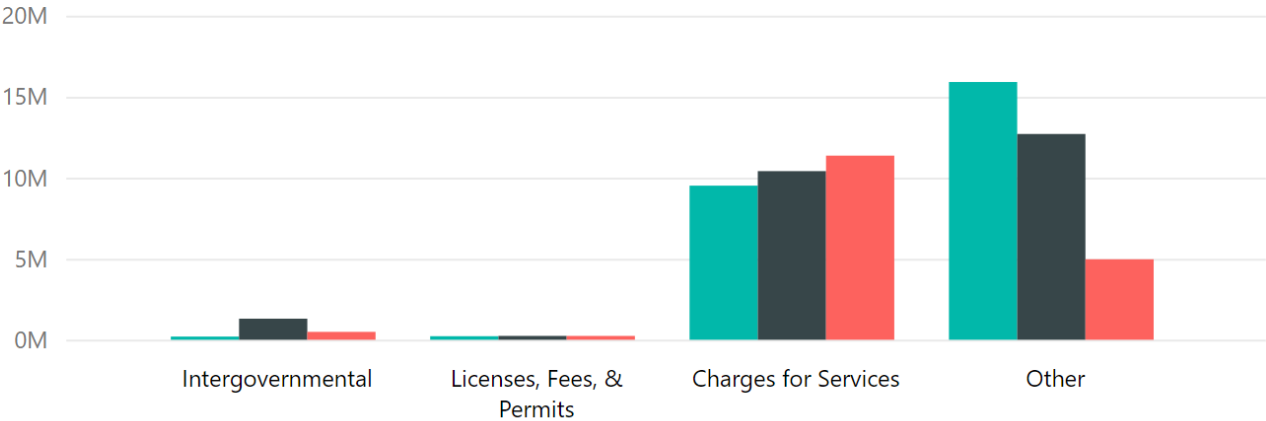
Category	FY 2026 Budget	Actual	% Budget
Intergovernmental	1,432,045	485,481	34%
Licenses, Fees, & Permits	241,867	235,111	97%
Charges for Services	10,816,076	11,457,254	106%
Other	1,603,672	5,018,244	313%
Total	14,093,660	17,196,090	122%



Water Fund Relevant Information

The current rates and fees for Marana Water customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees>. Charges for Services (water sales) comprise the majority of the revenue for the fund. Revenue collections through the fourth quarter of FY2026 exceed budget expectations partly due to budgeted amounts not including rate increases implemented in February 2026. Intergovernmental revenues are less than budgeted, a result from WIFA and other grants reimbursements being received in FY2025 which was earlier than expected. Other revenue is primarily comprised of one-time PFAS legal settlement payments and interfund transfers used for debt service payments.

Year 2024 2025 2026



Category	2024	2025	2026
Intergovernmental	195,283	1,300,203	485,481
Licenses, Fees, & Permits	217,993	236,336	235,111
Charges for Services	9,603,840	10,503,119	11,457,254
Other	15,941,463	12,735,359	5,018,244
Total	25,958,580	24,775,017	17,196,090

FY 2025-2026 FOURTH QUARTER: WATER OPERATING FUND

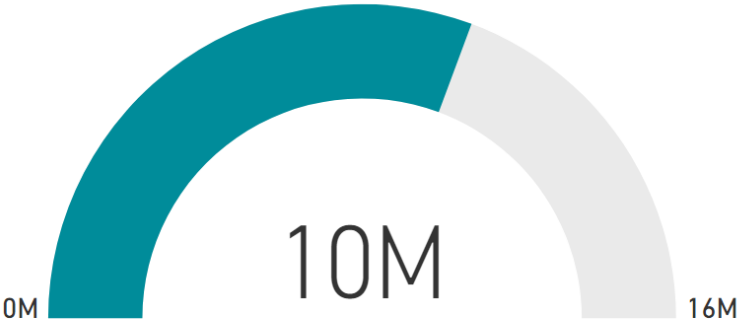
EXPENSES

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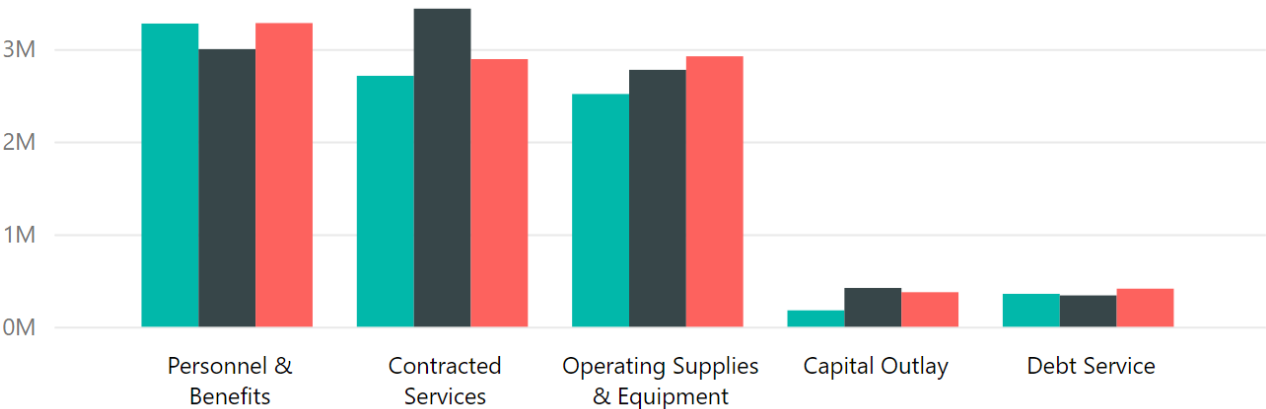
Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	3,902,337	3,279,451	84%
Contracted Services	2,857,497	2,890,417	101%
Operating Supplies & Equipment	3,091,313	2,920,657	94%
Capital Outlay	381,600	373,112	98%
Debt Service	1,564,009	411,279	26%
Other Financing Uses	3,500,000		
Total	15,296,756	9,874,917	65%



Water Fund Relevant Information

Overall, FY2026 fourth quarter expenses for the Water Operating Fund are below budget levels but within expectations. Personnel & Benefits are below expectations due to higher than anticipated turnover. Debt Service is related to WIFA loan and bond payments during FY2026. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is associated with transfers to the Water Capital Fund for the construction of capital projects. These transfers will occur as financial transactions are closed and finalized for FY2026.

Year 2024 2025 2026



Category	2024	2025	2026
Personnel & Benefits	3,274,172	2,998,028	3,279,451
Contracted Services	2,709,909	3,434,144	2,890,417
Operating Supplies & Equipment	2,512,839	2,774,511	2,920,657
Capital Outlay	177,141	419,010	373,112
Debt Service	355,437	338,500	411,279
Total	9,029,499	9,964,192	9,874,917

FY 2025-2026 FOURTH QUARTER: WATER RECLAMATION OPERATING FUND

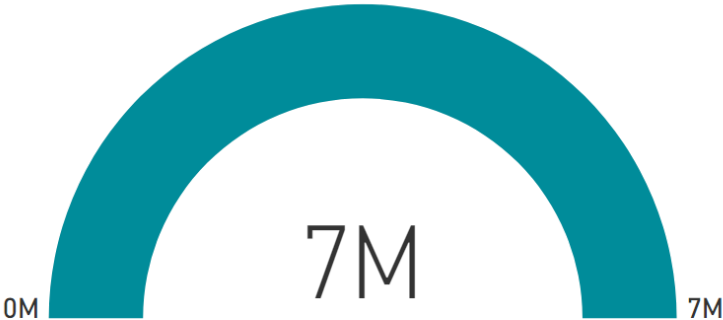
REVENUES

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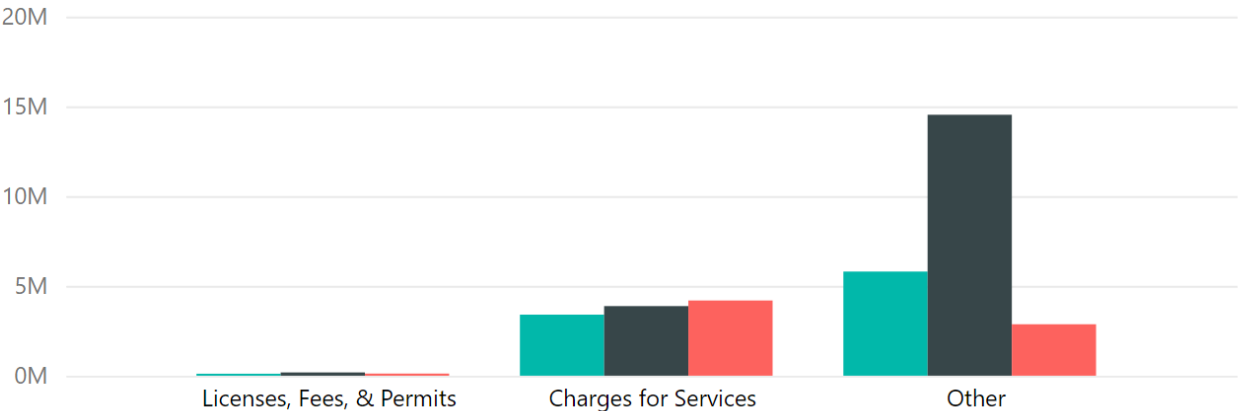
Category	FY 2026 Budget	Actual	% Budget
Licenses, Fees, & Permits	171,574	116,225	68%
Charges for Services	3,913,726	4,186,785	107%
Other	2,902,384	2,866,892	99%
Total	6,987,684	7,169,901	103%



Water Reclamation Fund Relevant Information

The current rates and fees for Marana Sewer customers can be found at - <http://www.maranaaz.gov/water-rates-and-fees>. Charges for Services (sewer rates) comprise the majority of the revenue for the fund. Overall, FY2026 fourth quarter revenue collections exceed expectations partly due to budgeted amounts not including rate increases implemented in February 2026. Licenses, Fees and Permit revenues remain steady although are below last year's amounts. Other planned revenue is primarily related to budgeted transfers between funds for debt service payments.

Year 2024 2025 2026



Category	2024	2025	2026
Licenses, Fees, & Permits	80,876	179,958	116,225
Charges for Services	3,398,303	3,875,148	4,186,785
Other	5,798,266	14,532,173	2,866,892
Total	9,277,445	18,587,278	7,169,901

FY 2025-2026 FOURTH QUARTER: WATER RECLAMATION OPERATING FUND

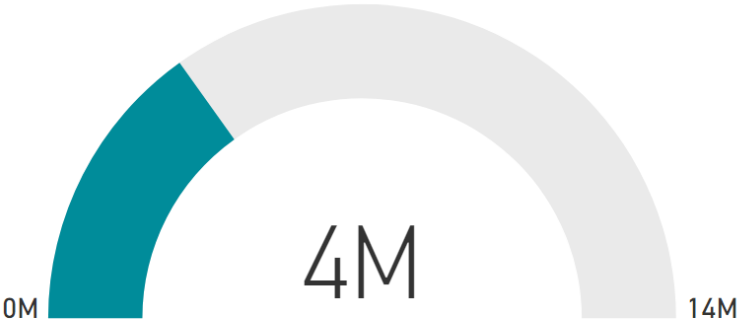
EXPENSES

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☐ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	872,834	653,012	75%
Contracted Services	1,989,729	1,403,471	71%
Operating Supplies & Equipment	609,392	548,340	90%
Capital Outlay	253,000	190,929	75%
Debt Service	2,500,932	1,346,177	54%
Other Financing Uses	7,466,378		
Total	13,692,265	4,141,929	30%



Water Reclamation Fund Relevant Information

Overall, fourth quarter expenses for the Water Reclamation Operating Fund are below budget expectations. Personnel & Benefits are below expectations due to higher than anticipated turnover. Contracted Services expenses are down from last year due to a one-time service of equipment required in fiscal year 2025. Debt Service is related to annual WIFA loan and bond payments. Capital costs associated with infrastructure and CIP projects are captured in separate funds. Other Financing Uses is for capital improvement projects. These transfers will occur as financial transactions are closed and finalized for FY2026.



Category	2024	2025	2026
Personnel & Benefits	773,490	663,146	653,012
Contracted Services	876,921	986,527	1,403,471
Operating Supplies & Equipment	455,207	475,354	548,340
Capital Outlay	335,893	106,502	190,929
Debt Service	763,710	1,511,103	1,346,177
Other Financing Uses	14,185,150		
Total	17,390,370	3,742,632	4,141,929

FY 2025-2026 FOURTH QUARTER: AIRPORT OPERATING FUND

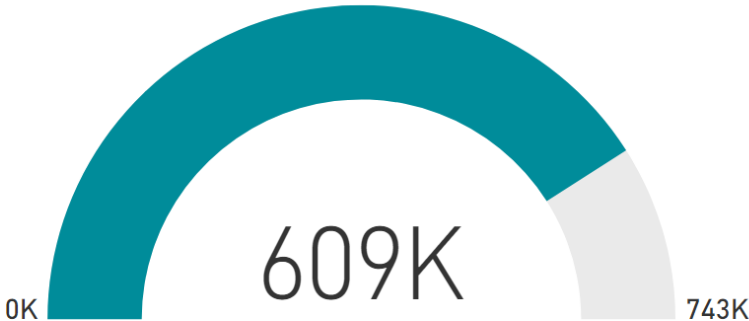
REVENUES

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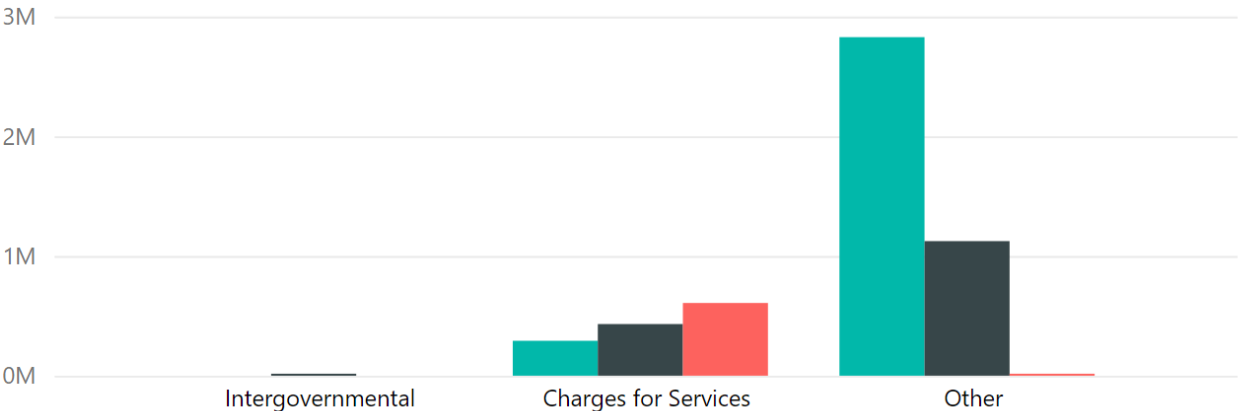
Category	FY 2026 Budget	Actual	% Budget
Licenses, Fees, & Permits	0	100	0%
Charges for Services	406,836	607,273	149%
Other	336,648	1,800	1%
Total	743,484	609,173	82%



Airport Fund Relevant Information

Overall, fourth quarter revenue collections for the Airport Fund are in line with expectations. Charges for Services are greater than last year due to additional lease agreement revenues, as well as a one-time lease payment related to collections of prior year underpayments. Other revenue is comprised of miscellaneous revenues and transfers between funds completed as the Town reconciles and closes the books at the end of the fiscal year. These transfers will likely not be needed this year as total Airport revenues exceed total Airport operating expenses.

Year 2024 2025 2026



Category	2024	2025	2026
Intergovernmental		1,512	
Licenses, Fees, & Permits	250	100	100
Charges for Services	291,460	431,195	607,273
Other	2,827,762	1,123,999	1,800
Total	3,119,471	1,556,806	609,173

FY 2025-2026 FOURTH QUARTER: AIRPORT OPERATING FUND

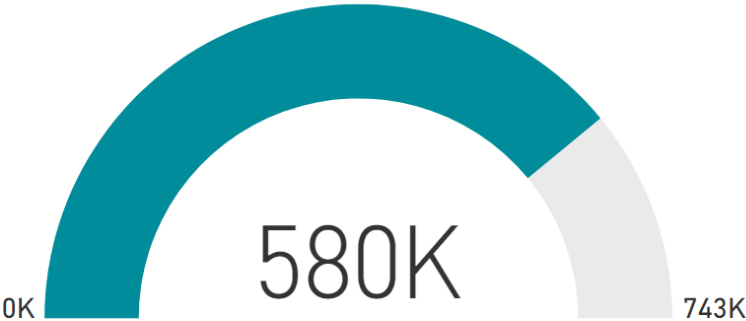
EXPENSES

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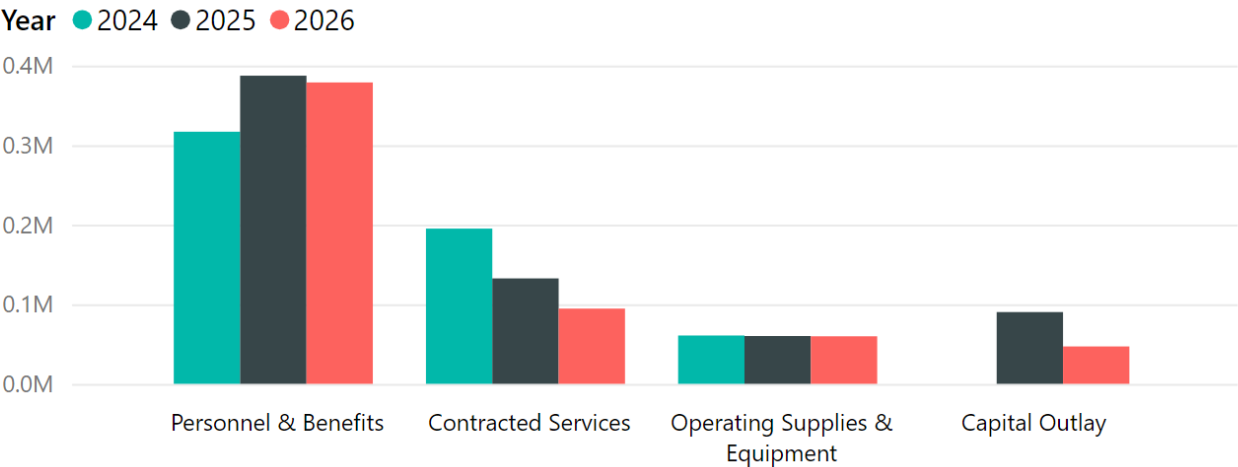
☐ REVENUES

Category	FY 2026 Budget	Actual	% Budget
Personnel & Benefits	421,394	378,746	90%
Contracted Services	196,950	94,557	48%
Operating Supplies & Equipment	70,140	59,746	85%
Capital Outlay	55,000	46,980	85%
Total	743,484	580,029	78%



Airport Fund Relevant Information

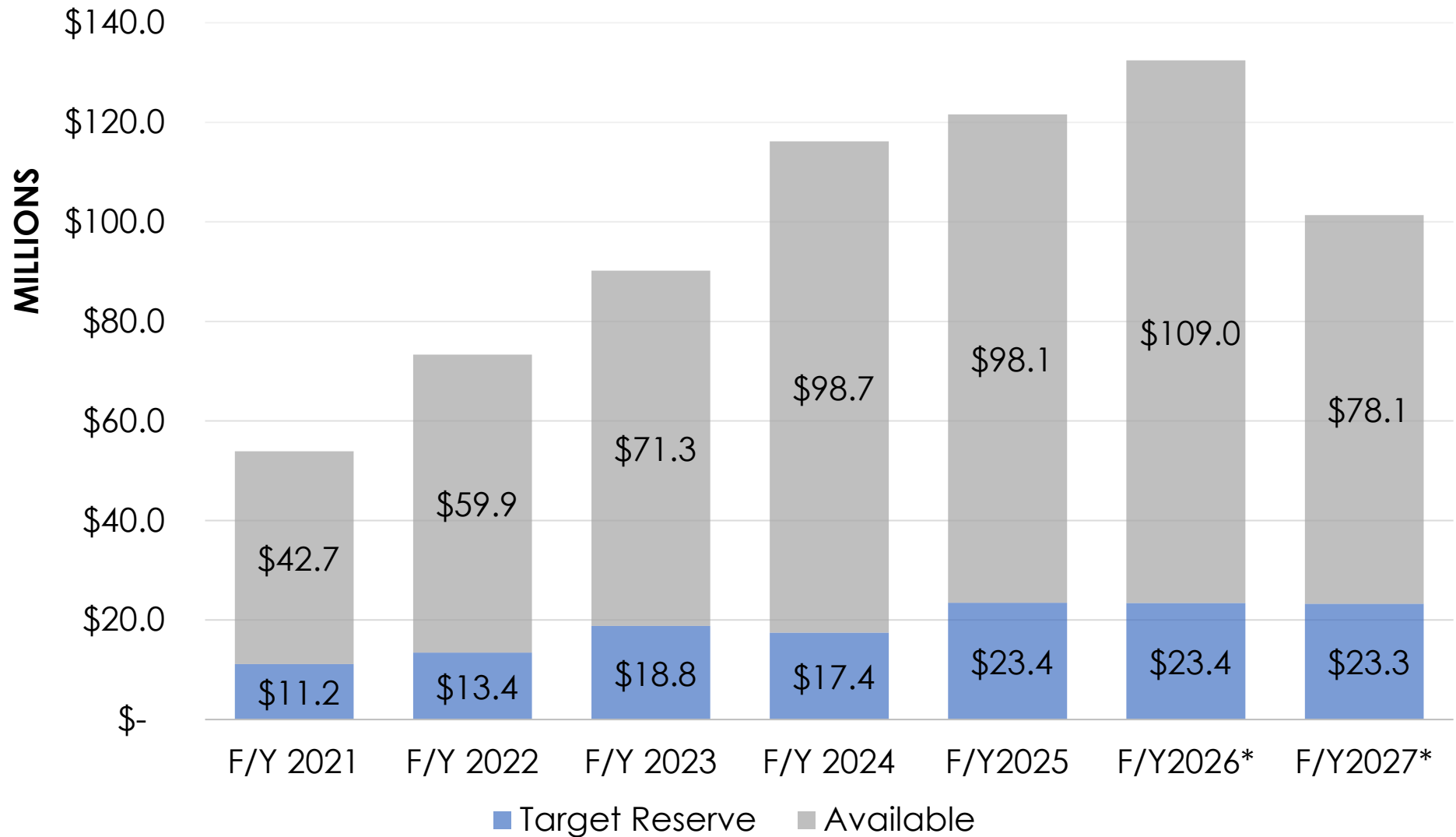
Overall, expenses for the Airport Fund meet expectations through the fourth quarter of FY2026. Contracted Services is primarily related to general maintenance and was less than anticipated in FY2026. Costs related to CIP projects are captured in other funds.



Category	2024	2025	2026
Personnel & Benefits	316,851	387,257	378,746
Contracted Services	195,068	132,500	94,557
Operating Supplies & Equipment	60,723	60,080	59,746
Capital Outlay		90,183	46,980
Total	572,641	670,019	580,029

GENERAL FUND AVAILABLE BALANCES

**PRELIMINARY YEAR END
RESULTS FY26**



Note: Balances presented exclude other assigned balances.

*Estimated ending balances based on projections



Council-Regular Meeting

C1

Meeting Date: 09/15/2026

To: Mayor and Council

Submitted For: Libby Shelton, Town Magistrate

From: Libby Shelton, Town Magistrate

Date: September 15, 2026

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2026-067: Relating to Municipal Court; approving the appointment of Richard Glenn as a magistrate pro tempore for the Marana Municipal Court (Libby Shelton)

Discussion:

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

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

Based on Judge Shelton's review, Richard Glenn meets the qualifications imposed by Arizona law and the Court's requirements for service as a judge pro tempore, and possesses the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends approval of this resolution and the appointment of Richard Glenn as magistrate pro tempore for the Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2026-067, approving the appointment of Richard Glenn as magistrate pro tempore for the Marana Municipal Court.

Attachments

Resolution No. 2026-067

MARANA RESOLUTION NO. 2026-067

RELATING TO MUNICIPAL COURT; APPROVING THE APPOINTMENT OF RICHARD GLENN AS MAGISTRATE PRO TEMPORE FOR THE MARANA MUNICIPAL COURT

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

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

WHEREAS the Town Magistrate recommends that the Town Council appoint Richard Glenn to serve as magistrate pro tempore on an as-needed basis; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, approving the appointment of Richard Glenn to serve as magistrate pro tempore with a termination date of June 3, 2028.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C2

Meeting Date: 09/15/2026

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Heidi Lasham, Water Director

Date: September 15, 2026

Strategic Plan Focus Area:

Vibrant Community, Healthy Lifestyles

Subject: Resolution No. 2026-068: Relating to Real Estate; approving and authorizing the Town Engineer to execute a License Agreement with the United States of America, Department of Energy, Western Area Power Administration ("WAPA"), specifying consent for new water infrastructure to be constructed for the Picture Rocks Interconnect Project, located within WAPA's existing transmission line easement (Heidi Lasham)

Discussion:

The United States of America, Department of Energy, Western Area Power Administration ("WAPA") has an existing overhead electric transmission line known as Rattlesnake to Tucson 115-kV Transmission Line and Tortolita to Demoss Petrie 230-kV Transmission Line. The Town of Marana will be installing a new underground waterline to connect two independent water systems for redundancy and maintenance purposes. This construction will place new underground waterline infrastructure within WAPA's existing easements at one crossing. WAPA has requested that the Town enter into a License Agreement specifying WAPA's consent for the new underground waterline improvements to be constructed by the Town within WAPA's existing easement. The proposed resolution will authorize the Town Engineer to sign the License Agreement requested by WAPA.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2026-068.

Suggested Motion:

I move to adopt Resolution No. 2026-068, approving and authorizing the Town Engineer to execute a License Agreement with the United States of America, Department of Energy, Western Area Power Administration.

Attachments

Resolution No. 2026-068

Exhibit A to Resolution - License Agreement

Living and Working near Power Lines

MARANA RESOLUTION NO. 2026-068

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE A LICENSE AGREEMENT WITH THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION ("WAPA"), SPECIFYING CONSENT FOR NEW WATER INFRASTRUCTURE TO BE CONSTRUCTED FOR THE PICTURE ROCKS INTERCONNECT PROJECT, LOCATED WITHIN WAPA'S EXISTING TRANSMISSION LINE EASEMENT

WHEREAS the United States of America, Department of Energy, Western Area Power Administration ("WAPA") has an existing overhead electric transmission line known as Rattlesnake to Tucson 115-kV Transmission Line and Tortolita to Demoss Petrie 230-kV Transmission Line; and

WHEREAS the Town of Marana will be installing new a underground waterline to connect two independent water systems for redundancy and maintenance purposes, and the construction will place new underground waterline infrastructure within WAPA's existing easements at one crossing; and

WHEREAS WAPA has requested that the Town enter into a License Agreement specifying WAPA's consent for the new underground waterline improvements to be constructed by the Town within WAPA's existing easement; and

WHEREAS the Mayor and Council find that entering into the License Agreement is in the best interests of the Town and its citizens.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

THE UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

**Rattlesnake to Tucson 115-kV Transmission Line
and
Tortolita to Demoss Petrie 230-kV Transmission Line**

SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, Township 12 South, Range 12 East,
Gila & Salt River Meridian, Pima County, State of Arizona

Vicinity of Structure(s): 24-1 to 24-2
and
Vicinity of Structure(s): 24-2 to 24-3

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this _____ day of _____, 2026, between TOWN OF MARANA (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration (WAPA), represented by the officer executing this License Agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

WAPA concurs that the underground waterline (FACILITY) crossing under WAPA's Rattlesnake to Tucson 115-kV and Tortolita to Demoss Petrie 230-kV Transmission Lines, proposed by the LICENSEE, will not interfere with the operation and maintenance of the Rattlesnake to Tucson 115-kV and Tortolita to Demoss Petrie 230-kV Transmission Lines, if constructed in the manner and at the locations shown on Exhibits A-1 to A-2, attached hereto and made a part hereof.

In consideration of WAPA's concurrence, the LICENSEE agrees to the following:

- a) This License Agreement does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.
- b) This License Agreement is only valid provided the FACILITY is constructed, operated, and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by WAPA. LICENSEE agrees to alter or relocate its FACILITY, at no cost to WAPA, to accommodate future modifications of WAPA's facilities, including but not limited to, upgrades of the transmission line.

- c) LICENSEE shall notify WAPA at least thirty (30) business days prior to commencing maintenance or installation of the FACILITY to permit inspection by WAPA. WAPA's Point of Contact: Terry Kugler, Foreman III at 602-428-5235 (o) or (602) 376-7482 (c) (Monday thru Thursday 6:00 AM-4:30 PM) or email at kugler@wapa.gov.
- d) To abide by and comply with all applicable Federal, State, and local laws as well as building and safety codes including the latest edition of the National Electric Safety Code (NESC) and Occupational Safety and Health Administration standards (OSHA) applicable to the design and construction of the aforesaid FACILITY.
- e) In accordance with the National Electric Safety Code (NESC), a clearance of 23.4 feet from transmission line conductors to the top of the electrical line trench must be always maintained. Additionally, all equipment used within the easement area shall maintain a minimum clearance of 15 feet, from the transmission line conductors, including backhoes, front-end loaders, cranes, or other equipment.
- f) Induced voltages and currents may occur on the FACILITY constructed or placed under or near high voltage transmission lines. The LICENSEE shall be responsible for the protection of personnel and equipment in their design, construction, operation, and maintenance of the FACILITY described in this License Agreement. If heavy equipment is used during construction, signs shall be posted saying, "Caution – Overhead High Voltage Transmission Lines".
- g) WAPA always requires unimpeded access to its easement. WAPA uses vehicles that have a 42-kip (42,000 pounds) axle load and is not liable for any damage caused to the FACILITY when patrolling, performing maintenance, or reconstructing the transmission line.
- h) No appreciable change shall be made to the character of the existing topography. Safe conductor phase-to-ground clearance must be maintained. Steep sloping which will impede heavy line equipment and vehicles from traversing the lands within the transmission line easement shall not be allowed. The gradient must not be steeper than 6:1 run to rise.
- i) Upon completion of the project, the Licensee will submit a copy of the as-builts and/or photographs of the FACILITY to WAPA Lands (P.O. Box 6457, Phoenix, AZ 85005-6457).
- j) This License Agreement shall be binding on the successors or assigns of the LICENSEE and WAPA.

- k) LICENSEE agrees to indemnify and hold harmless WAPA, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage arising out of LICENSEE's, its agents, contractors, or subcontractors use of the land covered by this License Agreement, except to the extent any such loss, damage or liability is caused by the negligence or willful misconduct of WAPA, its employees, or agents.

TOWN OF MARANA

THE UNITED STATES OF AMERICA
Western Area Power Administration
Desert Southwest Region

Signature

Richard M. Duarte
Natural Resources Manager

Print Name

Title

Exhibit A-1

Desert Southwest Region



Legend

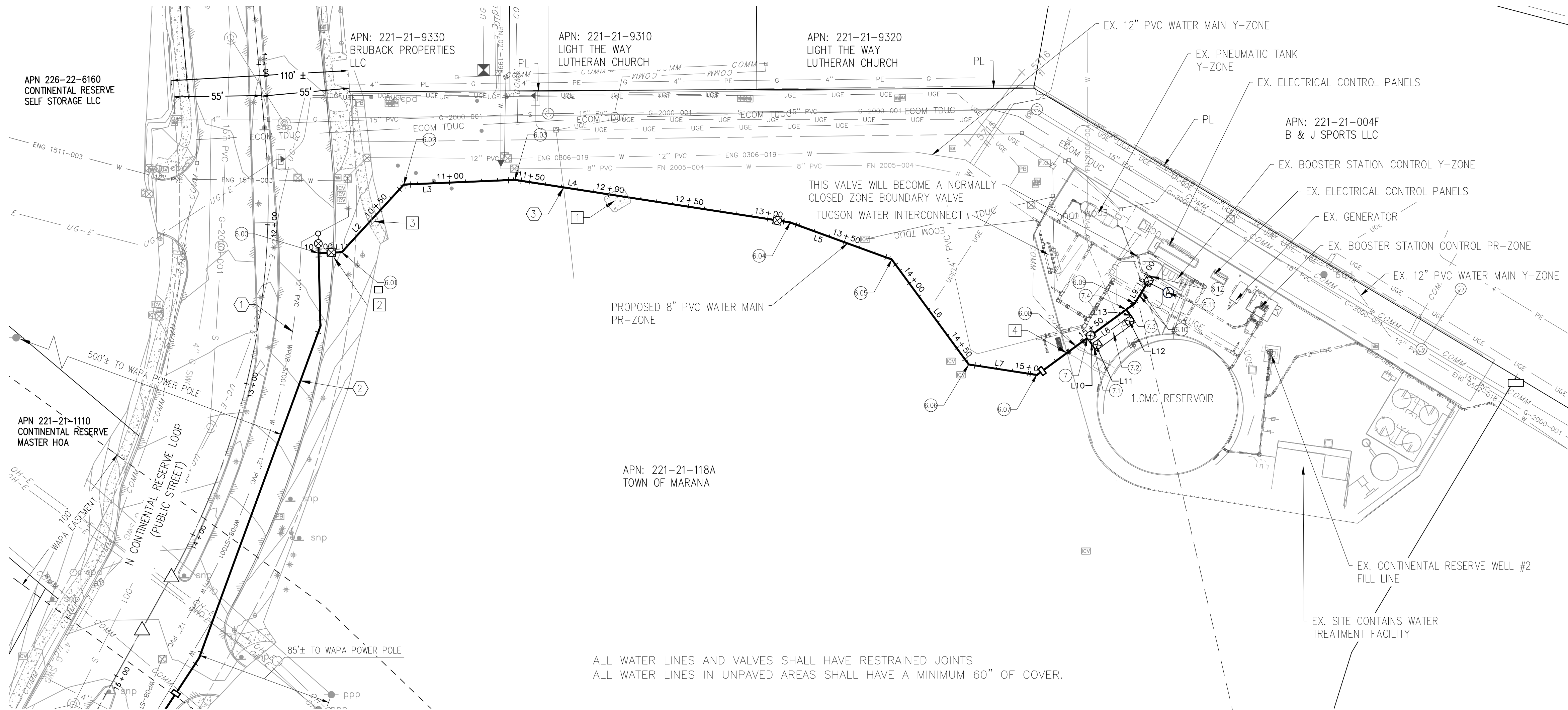
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Western Area Power Administration

An agency of the U.S. Department of Energy

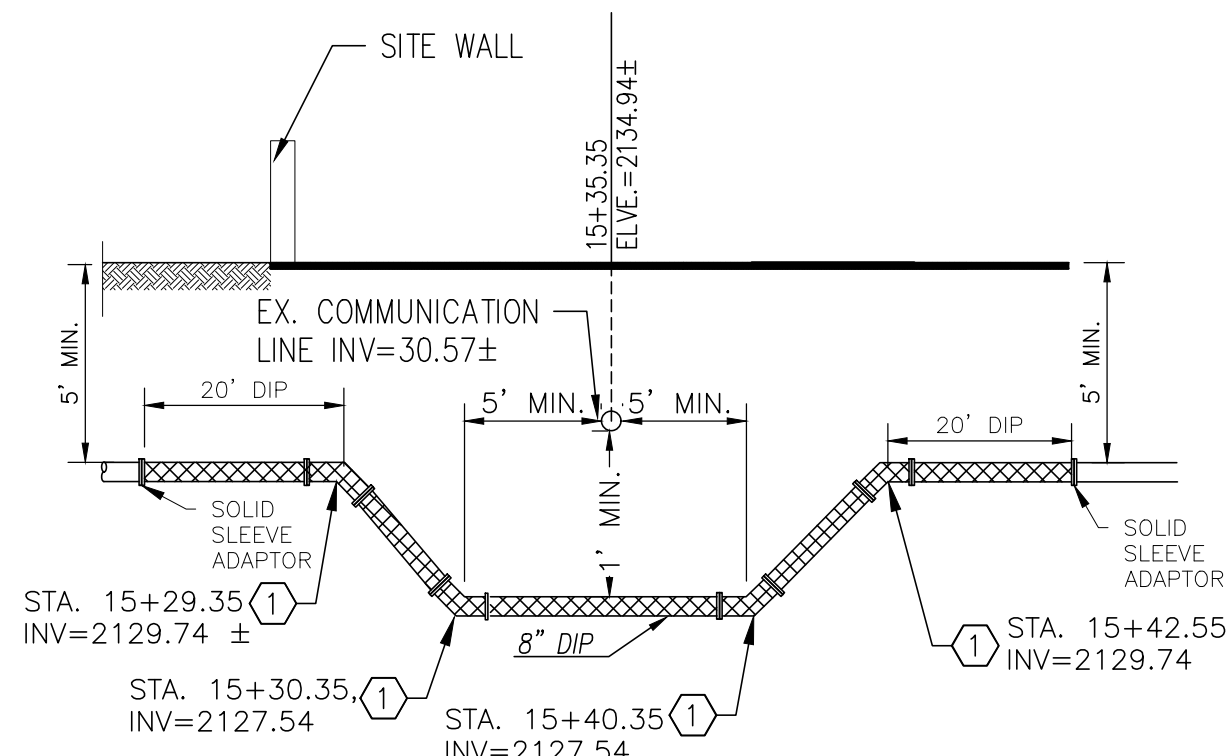
This map and data are the property of WAPA/DOE and are intended for planning and analysis only. No reproduction or copying of this product is allowed without the sole consent of WAPA/DOE. To contact WAPA about this map, please call 1-800-336-7288.





ALL WATER LINES AND VALVES SHALL HAVE RESTRAINED JOINTS
ALL WATER LINES IN UNPAVED AREAS SHALL HAVE A MINIMUM 60" OF COVER.

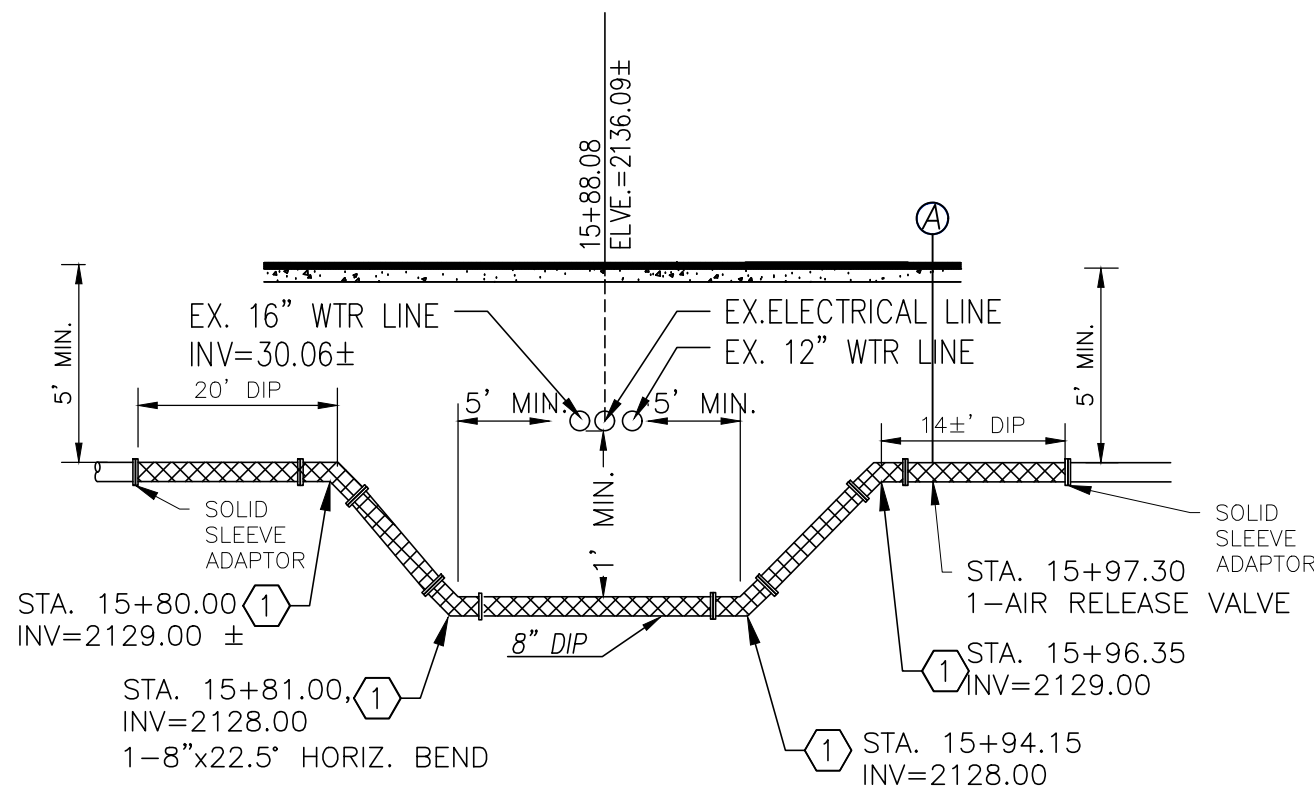
SITE 6 - CONTINENTAL RESERVE PARK & WATER PLANT
STATIONING IS ALONG THE CENTERLINE OF WATER ALIGNMENT. UNLESS OTHERWISE NOTED



NOTE:
1. ALL STATIONING IS ALONG THE CENTERLINE OF THE NEW WATER MAIN.
2. EXISTING UTILITY INVERTS ARE BASED ON ESTIMATION OR AS BUILT. CONTRACTOR SHALL VERIFY IN THE FILED AND NOTICE THE ENGINEER IF THERE IS ANY DISCREPANCY.

1. INSTALL 8"x45" VERTICAL BEND WITH "MEGA LUG" BRAND RESTRAINT COLLARS

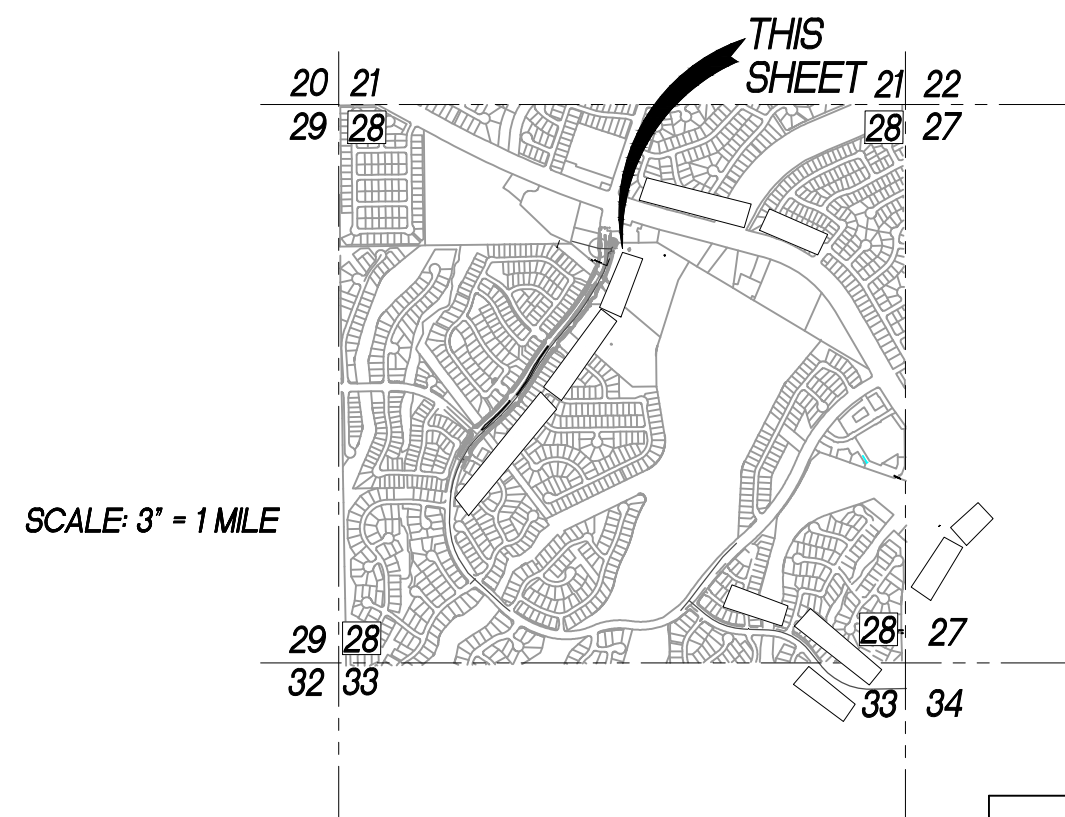
A
WATER / COMMUNICATION CROSSING
N.T.S.



NOTE:
1. ALL STATIONING IS ALONG THE CENTERLINE OF THE NEW WATER MAIN.
2. EXISTING UTILITY INVERTS ARE BASED ON ESTIMATION OR AS BUILT. CONTRACTOR SHALL VERIFY IN THE FILED AND NOTICE THE ENGINEER IF THERE IS ANY DISCREPANCY.

1. INSTALL 8"x45" VERTICAL BEND WITH "MEGA LUG" BRAND RESTRAINT COLLARS

B
WATER / WATER AND ELECTRICAL CROSSING
N.T.S.



- REMOVE/ ABANDON NOTES

1

REMOVE AND DISPOSE EXISTING CONCRETE PAD

2

REMOVE AND REPLACE CURB AND GUTTER PER PAG STD. DTL. 209 (TYPE 1)

3

REMOVE SIDEWALK AND REPLACE PER PAG STD. DTL. 200

4

STA. 15+28.54
REMOVE AND REPLACE IN KIND THE MASONRY WALL.

CONSTRUCTION NOTES

6.00

STA. 10+00.00 NEW WATER LINE
= STA. 12+15.66, 32.41' LT. N. CONTINENTAL RESERVE LOOP
N= 496560.35, E= 944963.44
2- 8" VALVE, B&C PER C.O.T. STD. DTL. 300
1- 8"x 8" TEE
SEE SHEET 4 FOR CONTINUATION

6.01

STA. 10+14.43
1-8"x45' BEND, SEE DETAL A FOR VERTICAL BEND

6.02

STA. 10+71.59
1-8"x45' BEND

6.03

STA. 11+40.79,
1-8"x11.25' BEND

6.04

STA. 13+14.22,
1-8"x11.25' BEND
1-8" VALVE, B&C PER C.O.T. STD. DTL. 300

6.05

STA. 13+81.57,
1-8"x22.5' BEND
1-8"x11.25' BEND

6.06

STA. 14+62.56
1-8"x45' BEND

6.07

STA. 15+05.48
1-8"x45' BEND

6.08

STA. 15+35.63
CROSSING COMMUNICATION LINE, SEE DTL A THIS SHT.

6.09

STA. 15+81.00, STA. 15+88.86
1-8"x22.5' BEND

6.10

STA. 15+86.14 TO
CROSSING WATER & UGE, SEE DTL B THIS SHT.

6.11

STA. 15+97.54, 14.48' RT
STA. 15+97.30 @ TAP
1-1" AIR RELEASE VALVE

6.12

STA. 16+00.75
1-8" VALVE, B&C, PER C.O.T. STD. DT. 300
1-12"x8" TAPPING SLEEVE
CONNECT TO EXIST. 12" WATER MAIN

7

STA. 15+44.47
1-8"x8" TEE
1-8" VALVE, B&C, PER C.O.T. STD. DT. 300

7.1

STA. 15+44.47
1-8"x90' BEND
1-8" VALVE, B&C PER C.O.T. STD. DTL. 300

7.2

STA. 15+59.47
1-3,000 GALLON HYDROTANK

7.3

STA. 15+74.47
1-8"x90' BEND
1-8" VALVE, B&C PER C.O.T. STD. DTL. 300

7.4

STA. 15+74.47
1-8"x8" TEE

1

REFER TO MARANA WATER PLAN WP08-ST001

2

SEE SHEET 5 SITE 1 FOR CONTINUATION

3

STA. 11+71.55, N= 49699.84, E= 945125.63
WATER / ELECTRIC CROSSING, SEE DETAIL B THIS SHEET
BOTTOM OF ELECTRIC=35.24
TOP OF WATER=32.76
SEPARATION=2.48

CEC JOB #337-159

TOWN OF MARANA WATER DEPARTMENT
(PROJECT NO. WT-036)
PICTURE ROCKS
INTERCONNECT PROJECT
SITE 6
WATER MAIN

DESIGNED BY:	ST	DATE:	4/6/26	FIELD BOOK NO.	
DRAWN BY:	RLM	DATE:	4/6/26	SCALE:	
CHECKED BY:	CC/ST	DATE:	4/6/26		
				SHEET	4 OF 19
				PLAN NO.	ENG2506-004



CEC
Civil & Environmental
Consultants, Inc.

555 E River Road
Suite 301
Tucson, AZ 85704
Ph: 520.321.4625
www.cecinc.com

NO.	BY	DATE	REVISION	APPROVED	DATE

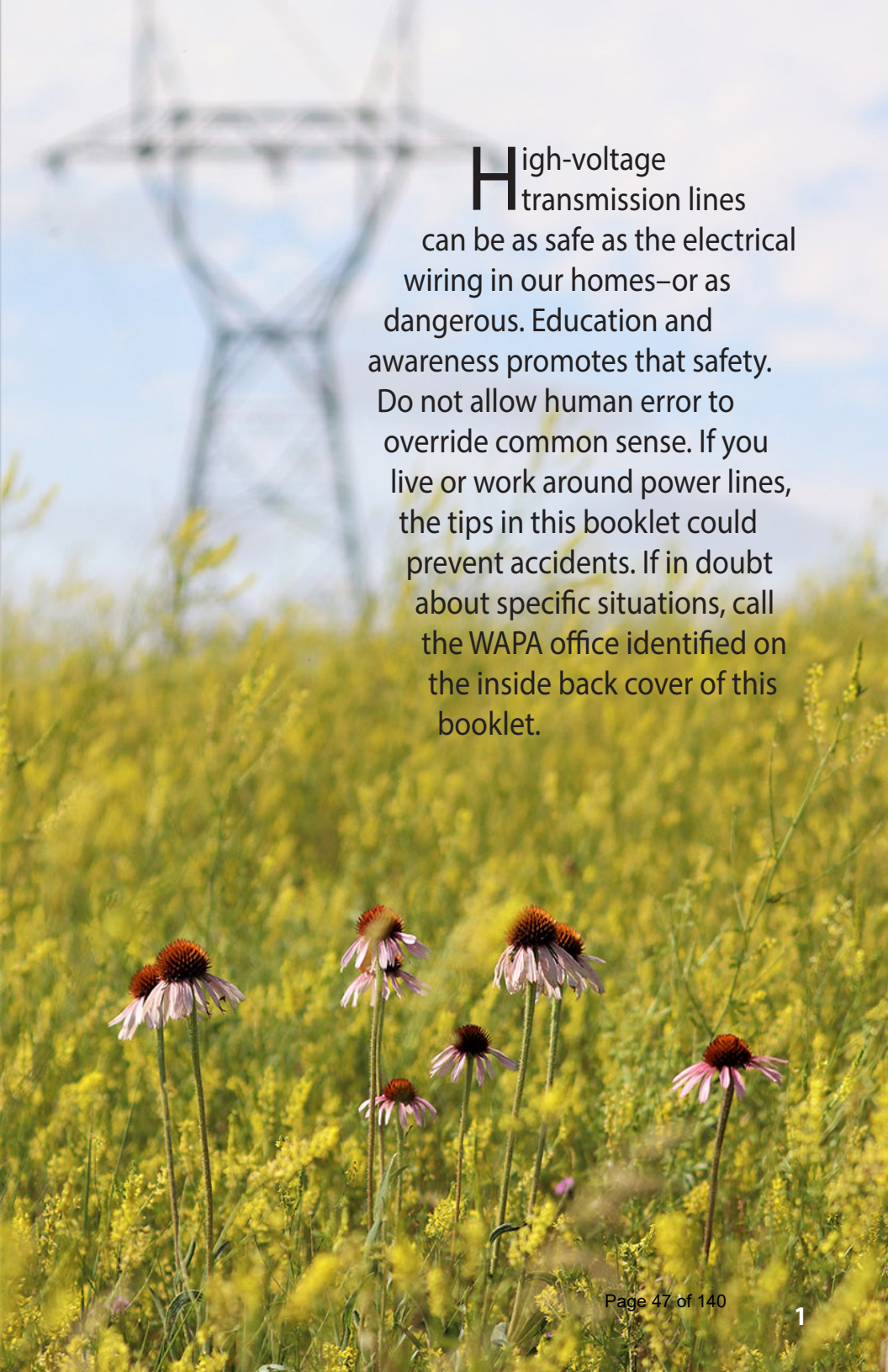


Living and Working Around **HIGH-VOLTAGE POWER LINES**



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High-voltage transmission lines can be as safe as the electrical wiring in our homes—or as dangerous. Education and awareness promotes that safety. Do not allow human error to override common sense. If you live or work around power lines, the tips in this booklet could prevent accidents. If in doubt about specific situations, call the WAPA office identified on the inside back cover of this booklet.



SAFETY FIRST

Western Area Power Administration's (WAPA) facilities meet or exceed the rules of the National Electrical Safety Code and applicable state and local restrictions. Serious accidents involving transmission lines can be avoided if simple precautions are taken. Treat all electrical systems—from the 120-volt wiring in your home to a 500,000-volt transmission line—with respect. The most significant risk of injury from a transmission line is the danger of electrical contact. Electrical contact between an object and an energized conductor (wire) can occur even when the two do not touch. High-voltage transmission lines can create an electrical arc across an air gap.

For example, during operation of a 500,000-volt line, arcing can occur across a distance of seven feet or more. This distance varies with line operating voltage. Unlike wiring at home, conductors of overhead transmission lines are not covered by electrical insulating materials.

Injuries occur more frequently with lower voltage power lines (12,500 to 115,000 volts) than with higher voltage lines because contact is more likely. The electrical conductors of lower voltage lines are closer to the ground, smaller, and less noticeable. However, injury caused by contact with a 12,500-volt line can be just as serious as that from a 500,000-volt line.

SAFETY NOTES

The National Electrical Safety Code specifies a minimum safe clearance distance for each level of electric transmission voltage. WAPA lines are built so that clearance between line conductors and the ground meet or exceed Code minimums.

Due to their weight, transmission line wires sag, or droop, between their supporting structures. These wires usually come closest to the ground halfway between supporting structures, and clearance is usually greatest near supporting towers or poles.

Vehicles and large equipment (including antennas, etc.) need to stay at least 15 feet away from power lines. This includes harvesting combines, bale wagons, stack movers, cranes, derricks, and booms traveling under all WAPA lines that pass over roads, driveways, parking lots, cultivated fields, or grazing lands.

Operate farm equipment under or near power lines with care. Operating equipment that can be extended inside the minimum 15-foot clearance needs to be done with extreme care, including bale wagons, stack movers, dump bed trucks, cranes, or derricks. When in doubt, contact WAPA for review and specific requirements.

The 15-foot minimum is a federal Occupational Safety and Health Administration requirement (29CFR 1910.269). The clearance maintains safety for operators and laborers alike. Please note that transmission line sag increases when it becomes heated by load and ambient temperatures. What was safe to drive under in December could mean disaster in July.

Lines owned by other utilities may have different height limitations.

Contact WAPA if the need to move your equipment would exceed this in normal use.

INDUCED VOLTAGES

Under certain conditions, a noticeable voltage can be induced on objects such as a large vehicle, a fence, metal building, or irrigation system. This can happen when the object is near a high-voltage transmission line and is insulated from the ground.

When an induced voltage is present, touching a vehicle, wire fence, metal building, or irrigation system can result in a sensation similar to the shock you may receive when you walk cross a nylon carpet and then touch a doorknob. The static discharge from the rug is momentary. The sensation from a voltage induced by an alternating-current power line is similar, but may continue to be felt as long as contact with the object is maintained.

The magnitude of an induced voltage depends on the voltage of the transmission line, the amount of power being transmitted, distance from the conductor, size or length of the object, and its orientation to the line. Shocks caused by an induced voltage do not usually present a hazard; for this reason, we refer to them as nuisance shocks. However, methods to remove the possibility of hazards are identified later on in this booklet.

Safe practices for various situations—including those involving irrigation systems and wire fences—are discussed below.

SAFETY DOs & DON'Ts

Don't bring yourself, any object you are holding, or machine you are operating too close to an overhead line.

Don't try to calculate how close you can come to a transmission line.

Don't put yourself or any object higher than 13 feet above the ground in pedestrian areas or 15 feet above the ground in other areas when under a power line.

Don't discount induced voltage. Noticeable voltage can be induced when an object such as a large vehicle, fence, metal building, or irrigation system is near a high-voltage transmission line and is insulated from the ground. Touching the object may result in a shock.

Do operate farm equipment with care when under or near power lines.

Do contact the WAPA office closest to you if in doubt about transmission line clearance.

USING THE RIGHT-OF-WAY

Before a transmission line is built, WAPA negotiates with the landowner for the right to cross the land as required for the construction, operation, and maintenance of the line. WAPA acquires easement rights to construct, operate, and maintain a transmission line and the right to keep the easement clear of all structures, trees, brush, vegetation,

and any uses that may interfere with the operation or maintenance of the line. Most farm crops can be grown safely under transmission lines.

Generally, the individual landowner retains the right to use the land in ways that do not interfere with the rights granted to WAPA. Call the nearest WAPA office if you plan to landscape, change the existing topography, or install items such as fences, gates, light standards, drain fields, septic systems, underground pipe, irrigation systems, roads, cables, parking areas, storage areas, signs, storage tanks, tennis courts, radio and TV antennas, or any other improvements within the right-of-way. Construction or placement of residences, mobile homes, wells, sheds, machinery, buildings, barns, recreational vehicles, swimming pools, or any other temporary or permanent structures is prohibited within the right-of-way. This minimizes possible safety hazards.

IRRIGATION SYSTEMS

Many types of irrigation systems have been operated safely near WAPA power lines for years. However, use caution when storing, handling, and installing irrigation pipe, and in operating spray irrigation systems near power lines. Irrigation pipe should be moved in a horizontal position under and near all power lines to keep it away from overhead conductors. Plastic pipe (especially when dirty) should be considered conducting material.

Equipment used to install irrigation systems should be kept away from WAPA transmission lines if the equipment exceeds 15 feet in height. If you need to

exceed this height, contact WAPA first. If you are working near a line, supplement normal precautions by assigning one person to act as a “safety watcher” to warn other workers against unsafe moves such as equipment coming too close to the transmission line.

Observe great caution when moving a mobile high-pressure irrigation system under a transmission line. The small wheelbases of some of these systems tend to make them unstable. If one should tip while under a line, its boom could be lifted into a conductor.

Static voltage that occurs when unloading irrigation pipe near a transmission line is induced and, in this case, a nuisance rather than a hazard. To reduce or eliminate this nuisance, unload the pipe at least 50 feet away from the nearest conductor. If pipe stacked on a rubber-tired vehicle are unloaded under a transmission line, the possibility of nuisance shocks can be reduced by grounding. Clip one end of a wire to a metal rod driven into the ground and the other end to a pipe on the bottom of the stack.

Avoid all situations where a solid stream of water can come in contact with an electrical conductor. Should this occur, a person in contact with the irrigation system, or standing very near it (5 feet or so), may receive a severe shock. When asked, WAPA will help determine safe operating distance for installation or operation of an irrigation system to avoid hazardous situations.





If a sprinkler malfunctions and a solid stream of water reaches a conductor, turn off the water at its source—by switching off the pump—before attempting to correct the problem.

Nozzle risers should be equipped with spoilers or automatic shutoffs. This will prevent a solid stream from striking a conductor if a nozzle breaks or falls off.

Equipment with smaller diameter or fine mist spray nozzles do not usually present a problem. A broken water spray will not conduct a significant amount of current. However, spray containing fertilizer is much more conductive. Additional precautions should be taken if spraying water mixed with fertilizer near transmission line conductors.

High-volume irrigation systems using large nozzles and high pressure to sprinkle big areas are of special concern. Nozzle diameters vary from 3/4 inches to 1-15/16 inches, and water pressures range from 80 to 100 pounds per square inch. Thus, a solid stream discharged from one of these nozzles may reach heights of 30 to 35 feet and go as far as 200 feet. When this system is in operation, keep a safe distance between it and a transmission line. It should not be operated near a transmission line. Even when installation and operation of central pivot circular irrigation

systems within WAPA's easement is specifically authorized by WAPA, those near transmission lines can develop hazardous

shock potentials during operation and maintenance. To eliminate these hazards:

- Provide a good electrical ground for the pivot point.
- Park or perform maintenance on the center pivot system only when the pipe is at right angles to the power line to minimize voltages induced on the system.
- Do not touch the sprinkler pipe or its supporting structures when the system is operating under or parallel to and near a transmission line.

Contact WAPA for assistance in safely locating, operating, and maintaining irrigation systems near transmission lines.

UNDERGROUND PIPES, TELEPHONE CABLES, AND ELECTRIC CABLES

Underground pipes and cables are compatible with transmission lines if properly installed and maintained. Generally, underground pipes and cables may pass under a line. However, they should be installed at an angle of 60 degrees or more to the transmission line centerline (a right angle crossing is best). Pipes and cables should not be installed closer than 50 feet to a transmission line structure or the buried grounding system. Only in special situations should underground pipe and cable be located closer. Contact the nearest WAPA office before installing any pipe or cable that crosses a WAPA transmission line right-of-way.

WIRE FENCES

Ungrounded barbed wire and woven wire fences can become electrically charged when located near transmission lines. Normally, the voltage will not be noticeable. WAPA's practice is to ground wire fences if the fence crosses the right-of-way or parallels the line within 150 feet of the transmission line centerline. These fences are grounded with a ground rod driven to a depth of not less than 5 feet into the ground and fastened with clamps to the fence wires. Non-electric fences on wood or concrete posts are grounded each 1/8 mile, and non-electric fences on metal posts are grounded each 1/4 mile. Metallic gates are grounded at the hinge end and electrically bonded to the fence. Fences crossing under a line are grounded on each side of the right-of-way. Electric fences are grounded through lightning arresters designed for use with electric fences. These grounding practices will avoid any possibility of a hazard. If nuisance shocks are experienced when contacting a fence or gate, or if you have any questions about the need for grounding, call the nearest WAPA office.

VEHICLES

A vehicle under an extra-high-voltage line (345,000 volts or above) will not normally carry induced voltage because of semiconducting tires. To further reduce potential shock, attach a chain that touches the ground to the vehicle. If the vehicle is parked on a nonconductive surface such as dry rock, a nuisance shock could still be experienced. An electric spark from an induced voltage could

ignite gasoline vapor that is created during refueling a vehicle, although WAPA has never had a report of a refueling accident. The possibility of such an accident is remote.

However, WAPA recommends that vehicles be at least 70 feet from the nearest conductor of an extra-high-voltage line when refueling. If a vehicle cannot be moved, connect the metal fuel can to the vehicle with a jumper wire before removing the cap. This lessens the possibility of an explosion. Nonconductive (plastic) containers should not be used in these situations.

LIGHTNING

Lightning will usually strike the highest object. In rural areas, this may be a power line tower or conductor.

Transmission facilities are designed to withstand lightning strikes by channeling them to ground at the tower. When lightning strikes a tower, damage is usually much less than if a barn or tree had been hit.

Play it safe. Stay away from power lines and other tall objects during electrical storms. Lightning is dangerous if one is standing near where it enters the ground.

FIRES

Smoke and hot gases from a large fire can create a conductive path for electricity. A fire burning under a transmission line could cause an electric current to arc through the smoke and

hot gases from the conductor to the ground, endangering people and objects near the arc. Field burning and other large fires in and around transmission lines can damage transmission lines and cause power outages. Water and other chemicals used to extinguish those fires should never be directed toward a transmission line.

KITE FLYING

Kite flying within the transmission line right-of-way easement area is extremely dangerous and discouraged in close proximity of all lines. Always fly a kite so the wind will carry it away from power lines.

Use dry string, wood, and paper when flying a kite. Never use strings or kites or balloons made with metal, including aluminized mylar plastic and ornamental string with strands of metal foil inside.

If your kite gets snagged in a power line, do not pull the string or climb the tower or pole. Drop the string immediately and call the nearest electric utility.

MODEL AIRPLANES AND DRONES

Model airplane and drone flying is prohibited and dangerous within the transmission line right-of-way easement area.

Always fly model airplanes and drones well away from power lines.

Use only monofilament fishing line or other nonconductive material for a hand line.

If your model airplane or drone gets caught in a power line:

- If it has a handline, let go of it.
- Do not try to pull it down or climb up after it.
- Call the nearest electric utility.

VANDALISM AND SHOOTING

When hunting, look for power lines before you shoot to avoid severing conductors or breaking insulators.

Insulators, normally made of porcelain, are easily broken. Not only can broken insulators cause flashovers, an insulator string hit by gunfire could pull apart and let the conductor fall to the ground creating a serious hazard to anyone close to the line. It could also cause a power outage and a fire in dry areas.

Unfortunately, vandalism is the frequent cause of insulator damage. Hunters beware: Most land beneath power lines is privately owned. Making insulators and conductors fair game is illegal and can be extremely hazardous.

Anyone causing willful damage to power facilities or property along rights-of-way can be prosecuted by the federal government, the property owner, or both.





Report broken insulators and damaged conductor, or any other damage you see, to the nearest WAPA office identified on the back cover of this brochure.

METAL OBJECTS

When mounting an antenna on a large vehicle, do not let it extend more than 15 feet above the ground.

If you have an antenna installed where it could fall into a power line, request WAPA or your local utility to assist you in moving it to a safer location.

Before raising the mast or when sailing a boat, check the allowable clearance under any transmission line. We recommend that all masts or guy wires above the deck be connected electrically to an underwater metallic part such as the keel or centerboard. This precaution, reduces the hazard to passengers from lightning strikes or accidental contact with a power line and may save your life. If your boat is going to contact a power line, stay low in the boat and avoid touching metal surfaces or guy wires until the contact with the line is broken.

TREES AND LOGGING

Logging, tree cutting, or pruning should not be done within WAPA's rights-of-way without first getting permission from the nearest WAPA office. Logging near transmission lines can be very hazardous and requires special caution. If you should come upon a tree that has fallen into a power line, stay away from it.

If you should accidentally cause a tree to fall into a line, run for your life! Do not go back to retrieve your saw or equipment. Call the nearest WAPA office or local utility immediately. If you have trees on or close to the right-of-way that need to be cut, contact WAPA. It is safer to have WAPA remove the trees for you than to do it yourself.

Trees or logs stacked within the rights-of-way may not be public property. People removing trees and logs without permission could be stealing and may be prosecuted.

CLIMBING

Do not under any circumstances climb on power line poles, towers, or guy wires. Such activities can be extremely hazardous.

PACEMAKERS

Under some circumstances, voltages and currents from household and other electrical devices may interfere with the operation of some implanted cardiac pacemakers. Studies have also shown that electric fields from power lines could affect a few models with monopolar implant and that are sensitive to the electric power frequency (60 Hz). No such cases have been reported to WAPA.

As a precaution, persons with pacemakers who have reason to be outdoors near high-voltage facilities should consult with a physician to determine whether their particular model

may be susceptible to 60-Hz interference. (People inside vehicles or buildings are largely shielded from power line electric fields.)

If a person with a pacemaker is in an electrical environment and the pacemaker begins to produce a regularly spaced pulse that is not related to a normal heartbeat, the person should leave the environment and consult a physician.

Experience shows that the magnetic fields created by transmission lines have not affected the performance of cardiac-demand pacemakers. This experience is supported by a September 1976 statement from the Food and Drug Administration's Bureau of Radiological Health: "Any possible problems with pacemaker malfunction from electromagnetic interference have been generally eliminated through the development of pacemakers which are highly resistant to such interference. Virtually all presently manufactured pacemakers are not susceptible to interference from sources of electromagnetic radiation encountered in the environment."

Tests indicate a monopolar pacemaker implanted in the abdominal area is the most sensitive to an electromagnetic field. Only 3 percent of all the pacemakers in use are this type. If you are uncertain about the type of pacemaker you have, consult a physician.

EXPLOSIVES

If you plan to detonate explosives near a WAPA transmission line, notify WAPA well in advance.

As a general rule, do not use electric detonating devices when blasting within 1,000 feet of a power line. Non-electric methods of detonation will avoid the danger of accidentally discharging an electric blasting cap.

CONCERNING TOWERS AND CONDUCTORS

- Do not climb towers.
- Do not shoot or otherwise damage insulators.
- Never touch or get near a fallen line.
- Do not attempt to dismantle tower steel members.
- Do not cut or remove tower or pole ground wires.
- Do not apply additional loads to tower members for temporary support of a structure or vehicle.
- Stay away from towers and lines during extreme wind storms, thunderstorms, ice storms, or under other extreme conditions.

Preventive measures include:

- Stay away from and report broken or damaged insulators to WAPA or your

nearest electrical utility.

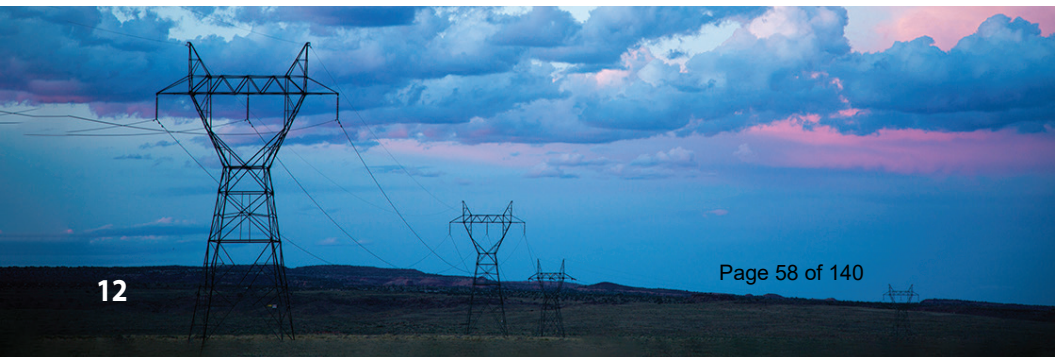
- Stay away from and report broken, damaged, or abnormally low hanging lines to WAPA or your nearest electrical utility.

Never climb towers or poles.

CONCLUSION

We live in an age of electric power. Almost everything we do requires electricity. High-voltage power lines have become about as commonplace as the wiring in our homes and are just as safe. Nevertheless, every year people are killed or seriously injured by power lines and wiring. In almost every case, lives could have been saved and injuries avoided if the basic safety practices outlined in this booklet had been followed. WAPA and your local utilities make every effort to design and build power lines that are safe to live and work around.

Ultimately, however, the dangers of high-voltage lines depends upon people behaving safely around them. No line can practicably be made safe from a person who, through ignorance or foolishness, violates the basic principles of safety. So, please, take time now to learn the practices outlined in this booklet and share your knowledge with your family, friends, and colleagues. Your own life, or that of a loved one, might well hang in the balance.



CONTACT US

Call or write your local WAPA office or Public Affairs in Lakewood, Colorado, to share your comments or to find out more about WAPA.

WESTERN AREA POWER ADMINISTRATION

P.O. Box 281213
Lakewood, CO 80228-8213
720-962-7050

COLORADO RIVER STORAGE PROJECT MANAGEMENT CENTER

1800 South Rio Grande Ave.
Montrose, CO 81404-4800
801-524-5493

DESERT SOUTHWEST REGIONAL OFFICE

P.O. Box 6457
Phoenix, AZ 85005-6457
602-605-2525

ROCKY MOUNTAIN REGIONAL OFFICE

P.O. Box 3700
Loveland, CO 80539-3003
970-461-7200

SIERRA NEVADA REGIONAL OFFICE

114 Parkshore Drive
Folsom, CA 95630-4710
916-353-4416

UPPER GREAT PLAINS REGIONAL OFFICE

P.O. Box 35800
Billings, MT 59107-5800
406-255-2800

www.wapa.gov
publicaffairs@wapa.gov





Council-Regular Meeting

C3

Meeting Date: 09/15/2026

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: September 15, 2026

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2026-069: Relating to Real Estate; approving and ratifying the Town Manager's execution of the Temporary Parking License Agreement between the Town of Marana and Marana Owner, LLC (David Udall)

Discussion:

On September 2, 2026, Town staff received a request from a representative of Marana Owner, LLC, ("Marana Apartments"), to utilize Town property for temporary parking for the Marana Apartments' residents while the Marana Apartments' parking lot is repaved. Temporary parking was requested for approximately one week, beginning on September 7, 2026.

To accommodate the request, Town staff prepared and executed a Temporary Parking License Agreement ("License Agreement"), authorizing Marana Apartments to utilize a portion of Pima County Assessor's Parcel Number (APN) 217-36-0060, generally located east of and adjacent to Lon Adams Road immediately south of Civic Center Drive.

If approved, this item will approve and ratify the License Agreement.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-069.

Suggested Motion:

I move to adopt Resolution No. 2026-069, approving and ratifying the Town Manager's execution of the Temporary Parking License Agreement between the Town of Marana and Marana Owner, LLC.

Attachments

Resolution No. 2026-069

Exhibit A to Resolution No. 2026-069

MARANA RESOLUTION NO. 2026-069

RELATING TO REAL ESTATE; APPROVING AND RATIFYING THE TOWN MANAGER'S EXECUTION OF THE TEMPORARY PARKING LICENSE AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA OWNER, LLC

WHEREAS on September 2, 2026, Town staff received a request from a representative of Marana Owner, LLC, ("Marana Apartments"), to utilize Town property for temporary parking for the Marana Apartments' residents while the Marana Apartments' parking lot is repaved; and

WHEREAS temporary parking was requested for approximately one week, beginning on September 7, 2026; and

WHEREAS to accommodate the request, Town staff prepared and executed a Temporary Parking License Agreement ("License Agreement"), authorizing Marana Apartments to utilize a portion of Pima County Assessor's Parcel Number (APN) 217-36-0060, generally located east of and adjacent to Lon Adams Road immediately south of Civic Center Drive; and

WHEREAS the Mayor and Council find that approving and ratifying the License Agreement is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the License Agreement attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved and ratified.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

TEMPORARY PARKING LICENSE AGREEMENT

LICENSOR: TOWN OF MARANA
11555 W. Civic Center Dr.
Marana, AZ 85653

LICENSEE: MARANA OWNER, LLC
645 E. Missouri Ave, Ste. 170
Phoenix AZ 85012-1370

LICENSED AREA: That certain real property consisting of that portion of the parcel identified as Pima County Assessor's Parcel Number (APN) 217-36-0060 to the east of Licensee's property, identified as APN 217-37-0630, and more particularly shown in the location map attached to and incorporated in this License as Exhibit A

In consideration of Licensee's representations and promises in this Temporary Parking License Agreement (the "License Agreement"), Licensor hereby gives Licensee permission to use the Licensed Area during the term of this License Agreement for temporary parking, subject to the following representations, terms and conditions:

1. Licensee shall use the Licensed Area solely for the parking of standard passenger vehicles.
2. Licensee accepts the Licensed Area in its current, as-is condition. Licensor makes no warranties or representations regarding the suitability of the Licensed Area for parking. Licensee recognizes that the Licensed Area is not monitored or patrolled. Licensee hereby assumes all risks associated with the use of the Licensed Area, including, but not limited to, those associated with vehicle damage, theft, or the effects of inclement weather.
3. Licensor makes no guarantees to the sufficiency or adequacy of available parking space in the Licensed Area.
4. Licensee agrees to maintain the Licensed Area in good condition at all times, keeping it free of trash and other debris.
5. Licensee is solely responsible for managing parking in the Licensed Area and shall ensure all vehicles are removed from the Licensed Area before the expiration of this License Agreement.
6. This License Agreement shall be effective when it has been executed on behalf of Licensor and Licensee, and shall remain in effect until September 16, 2026, or unless and until it is terminated (a) by mutual written agreement of the Licensor and Licensee or (b) by and at the sole discretion of Licensor.

7. Licensor may modify or terminate this License Agreement at any time upon 48 hours' written notice, unless Licensor determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.
8. Licensee shall defend, indemnify and hold harmless Licensor, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of Licensee's maintenance and use of the Licensed Area or Licensee's negligent acts or omissions in connection with this License Agreement.
9. As a condition precedent to use of the Property and to allow ongoing use of the Property, Licensee shall provide certificate(s) of insurance and endorsement(s) to Licensor evidencing the following minimum insurance coverages and limits: \$1,000,000.00 general liability per occurrence with a minimum \$2,000,000.00 general aggregate limit per occurrence. This insurance shall remain in force throughout the life of this License Agreement. Licensor shall be named as an "additional insured" under the liability insurance policy and shall be given at least 30 calendar days' written notice prior to cancellation or reduction in coverage. Licensee shall also provide certificates of insurance each time the policy is updated.
10. Upon termination of this License Agreement, Licensee shall restore the Licensed Area to Town of Marana standards. Town of Marana standards for restoration shall be reasonably determined by Licensor at the time of expiration or notice of termination. Licensee shall pay for all restoration costs.
11. If Licensee causes any damage to the Licensed Area, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to as close to its pre-damaged condition as reasonably possible. At the discretion of Licensor, if repairs are not initiated and completed within a reasonable length of time, but in any event within 30 calendar days after Licensor gives written notice of damage to Licensee, Licensor may make all reasonably requested repairs and bill Licensee for all actual third-party costs, plus a reasonable administrative fee not to exceed 25% of all actual third-party costs. Licensee shall pay the bill within ten calendar days of receipt.
12. This Agreement shall be binding upon Licensee, its heirs, assignees and designees, and every reference to Licensee in this Agreement shall include and bind Licensee's heirs, assignees and designees.
13. Licensee shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana as they may be amended from time to time.
14. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

15. Any notice, request, demand, consent, approval, waiver or other communication, individually and collectively referred to in this License Agreement as "notice," which may be or is required to be given by a party under this License Agreement or by law to the other party shall be in writing and shall be either personally delivered to the party or shall be sent by: (i) registered or certified mail, postage paid by sender, return receipt requested; or (ii) overnight courier service (such as FedEx). The notice shall be deemed received upon the earlier of: (i) personal delivery; (ii) if mailed, the date of posting by the United States Post Office or overnight courier service. Notices shall be sent to the other parties at the address specified in the opening paragraph of this License Agreement. Notice of change of address shall be given promptly by written notice in any method described in the first paragraph of this Section. In the event any notice, invoice, statement, or bill is rejected, refused, returned, or otherwise not received as a result of failure of a party to give adequate notice of changed address, the notice, invoice, statement, or bill shall nevertheless be deemed received.
16. This License Agreement and Exhibit A to this License Agreement contain the entire agreement and understanding of Licensor and Licensee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this License Agreement effective as of the signature date of the last party to sign it.

LICENSEE:

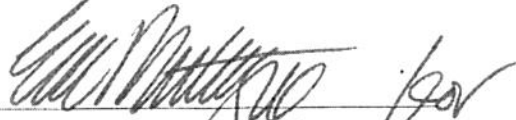
MARANA OWNER, LLC, an Arizona
limited liability company

By: 
Annabelle
Serna
Its: _____

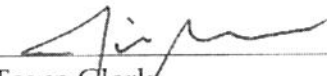
Date: 9/4/26

LICENSOR:

TOWN OF MARANA, an Arizona municipal
corporation

By: 
Terry Rozema, Town Manager
Date: 9/4/2026

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Deputy Town Attorney

EXHIBIT A

TO TEMPORARY PARKING LICENSE AGREEMENT





Council-Regular Meeting

C4

Meeting Date: 09/15/2026

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: September 15, 2026

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2026-070: Relating to Risk Management; approving and authorizing the Mayor to sign the Settlement Agreement and Release between the Town of Marana, Barker Contracting, Inc., Clear Contracting Company, and Arizona Communication Experts, Inc. in settlement of the litigation captioned *Town of Marana v. Barker Contracting, Inc., et al.*, Pima County Superior Court case number C20236109 (David Udall)

Discussion:

In 2023, the Town of Marana filed suit against Barker Contracting, Inc., Clear Contracting Company, and Arizona Communication Experts, Inc. (together, the “Defendants”) in the litigation entitled *Town of Marana v. Barker Contracting, Inc., et al.*, alleging Defendants were responsible for damage to a sewer line owned by the Town near the intersection of Rillito Village Trail and Tangerine Road. To resolve the litigation, the Defendants and the Town have negotiated a proposed Settlement Agreement and Release between the Town of Marana and the Defendants (the “Settlement Agreement”), which is included in the agenda materials.

Under the terms of the Settlement Agreement, the Defendants would pay the Town \$210,000.00 within 30 calendar days of the effective date of the Settlement Agreement. In exchange, the Town would dismiss the litigation within five days of receipt of the settlement amount and would release the Defendants of liability under this claim.

Financial Impact:

Under the terms of the Settlement Agreement, the Defendants will pay to the Town \$210,000.00 within 30 calendar days of the agreement's effective date.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-070.

Suggested Motion:

I move to adopt Resolution No. 2026-070, approving and authorizing the Mayor to sign the Settlement Agreement and Release between the Town of Marana, Barker Contracting, Inc., Clear Contracting Company, and Arizona Communication Experts, Inc. in settlement of the litigation captioned *Town of Marana v. Barker Contracting, Inc., et al.*, Pima County Superior Court case number C20236109.

Attachments

Resolution No. 2026-070

Exhibit A to Resolution No. 2026-070

MARANA RESOLUTION NO. 2026-070

RELATING TO RISK MANAGEMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE TOWN OF MARANA, BARKER CONTRACTING, INC., CLEAR CONTRACTING COMPANY, AND ARIZONA COMMUNICATION EXPERTS, INC. IN SETTLEMENT OF THE LITIGATION CAPTIONED *TOWN OF MARANA V. BARKER CONTRACTING, INC., ET AL.*, PIMA COUNTY SUPERIOR COURT CASE NUMBER C20236109

WHEREAS in 2023, the Town of Marana filed suit against Barker Contracting, Inc., Clear Contracting Company, and Arizona Communication Experts, Inc. (together, the “Defendants”) in the litigation captioned *Town of Marana v. Barker Contracting, Inc., et al.*, alleging Defendants were responsible for damage to a sewer line owned by the Town near the intersection of Rillito Village Trail and Tangerine Road; and

WHEREAS to resolve the litigation, the parties have agreed to enter into the Settlement Agreement and Release between the Town of Marana and the Defendants (the “Settlement Agreement”); and

WHEREAS the Mayor and Council find that entering into the Settlement Agreement is in the best interests of the Town and its citizens.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement” or “Agreement”) is made and entered into by **TOWN OF MARANA** (hereinafter referred to as “PLAINTIFF” or “TOWN”), an Arizona municipal corporation, and **BARKER CONTRACTING, INC. (“BARKER”)**, an Arizona for-profit corporation **CLEAR CONTRACTING COMPANY (“CCC”)**, an Arizona for-profit corporation and **ARIZONA COMMUNICATION EXPERTS, INC. (“ACE”)**, an Arizona for-profit corporation (collectively referred to as “DEFENDANTS”). PLAINTIFF and DEFENDANTS are collectively referred to herein as the “Settling Parties.”

RECITALS

A. The TOWN commenced an action in the Superior Court of the State of Arizona in and for the County of Pima, entitled *Town of Marana v. Barker Contracting, Inc., et al.*, Case No. C20236109 (the “Lawsuit”), against Barker, CCC, and ACE.

B. On February 15, 2024, CCC filed its Answer and asserted a Crossclaim against ACE (“Crossclaim”).

C. The Lawsuit and Crossclaim (collectively, the “Action”) arise from underground conduit installation work performed in connection with the Ventana Logistics Expansion project, now known as the Roche facility (the “Project”), and alleged damage to a TOWN-owned underground sanitary sewer line near Rillito Village Trail and Tangerine Road in Marana, Arizona, which the TOWN alleges was discovered on or about November 17, 2022 (the “Incident”).

D. The Settling Parties have asserted a variety of disputed allegations through the Action concerning responsibility for the Incident, the work performed in connection with the Project, and the damages and other relief sought by the TOWN.

E. The DEFENDANTS deny the allegations asserted against them and deny that they committed any misconduct, wrongdoing, statutory violation, or other actionable conduct. Except for the Settlement Amount and other obligations expressly set forth in this Agreement, the DEFENDANTS deny that any sums are due or owing between or among them arising from the Project, Incident, or Action.

F. This Settlement Agreement is intended to fully and finally resolve all controversies, claims, crossclaims, causes of action, demands, liabilities, and disputes between and among the Settling Parties that arise out of, relate to, or are connected in any way with the Project, the Incident or the Action, including, without limitation, all claims and allegations asserted by the TOWN in the Lawsuit, all claims and allegations asserted by CCC in the Crossclaim, and any claims for contribution, indemnity, reimbursement, damages, attorneys’ fees, costs, or other relief that were asserted or could have been asserted between or among the Settling Parties arising out of or relating to the Project, the Incident, or the Action.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and without any admission of liability, the Settling Parties hereto agree as follows:

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

Page 2 of 9

TERMS AND CONDITIONS

1. **RECITALS.** The Recitals set forth above are incorporated herein as though fully set forth at length and are a material part of the Settling Parties' Agreement.
2. **NO ADMISSION.** By entering into this Agreement, no Settling Party admits the sufficiency or validity of any claim, allegation, assertion, contention, position, or defense of any other Settling Party. The Settling Parties enter into this Agreement in good faith solely to fully and finally resolve the disputes arising from or relating to the Project, Incident, and Action and to avoid the further expense, burden, risk, and uncertainty of litigation.
3. **SETTLEMENT TERMS.** The TOWN has agreed to accept the total sum of Two Hundred Ten Thousand Dollars (\$210,000.00) (the "Settlement Amount") in full settlement of the claims released under this Agreement. The Settlement Amount shall be paid by DEFENDANTS and/or their insurers within thirty (30) calendar days after the Effective Date. The payment shall be made as follows:
 - A. The total payment in the amount of Two Hundred Ten Thousand Dollars (\$210,000) to be paid to "**Town of Marana**".
 - B. Payment shall be delivered to TOWN at Town of Marana, Cashiering, 11555 W. Civic Center Drive, Marana, AZ 85653, or by wire or ACH. DEFENDANTS may contact TOWN for wire or ACH instructions.
4. **GENERAL RELEASE.** In consideration of the full and timely performance of the terms and conditions of this Agreement, including payment of the Settlement Amount, each Settling Party, on behalf of itself and its respective predecessors, successors, assigns, representatives, agents, employees, officers, directors, members, insurers, attorneys, and all persons or entities claiming by, through, or under it (collectively, the "Releasing Parties"), hereby absolutely, fully, irrevocably, and forever releases, acquits, waives, relinquishes, and discharges each of the other Settling Parties and each of their respective predecessors, successors, assigns, representatives, agents, employees, officers, directors, members, owners, parent companies, subsidiaries, affiliated entities, insurers, attorneys, consultants, and experts (collectively, the "Released Parties") from any and all claims, crossclaims, causes of action, demands, liabilities, obligations, damages, losses, costs, expenses, attorneys' fees, contribution claims, indemnity claims, reimbursement claims, statutory claims, penalties, or other claims or rights of recovery of every kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, that any Releasing Party now has or may have against any Released Party arising out of, relating to, or in any way connected with the Incident, the Project, the Lawsuit, the Crossclaim, the Action, the work giving rise to the Incident, or

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

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any claims or allegations asserted or that could have been asserted in the Action through the Effective Date of this Agreement.

Without limiting the foregoing, this release expressly includes and extinguishes: (a) all claims asserted by the TOWN against Barker, CCC, and ACE in the Lawsuit; (b) all claims asserted by CCC against ACE in the Crossclaim; and (c) all claims for contractual or equitable indemnity, contribution, reimbursement, comparative fault, damages, attorneys' fees, costs, or other relief between or among the Settling Parties arising from or relating to the Incident, Project, Lawsuit, Crossclaim, or Action, whether or not such claims were formally asserted.

The Settling Parties acknowledge that this Agreement constitutes a general release of the foregoing claims and knowingly assume the risk that facts, damages, claims, defenses, or circumstances relating to the released matters may presently be unknown, unsuspected, or different from what any Settling Party presently understands or believes them to be. The discovery of any such additional or different facts shall not affect or impair the finality or enforceability of this release.

This release is intended to provide a complete and final settlement of all disputes between and among the Settling Parties arising from or relating to the Incident, Project, Lawsuit, Crossclaim, and Action. Nothing in this Agreement constitutes an admission of liability, fault, negligence, statutory violation, contractual obligation, or wrongdoing by any Settling Party.

5. **DISPUTED CLAIM.** The Settling Parties understand and agree that this Agreement constitutes a compromise and settlement of disputed claims. Neither this Agreement, the payment of the Settlement Amount, nor any other consideration provided hereunder shall be construed as an admission of liability, fault, negligence, statutory violation, contractual obligation, damages, or wrongdoing by any Settling Party. Each Settling Party expressly denies liability with respect to the claims, crossclaims, allegations, and defenses asserted against it in the Action. The Settling Parties enter into this Agreement solely to fully and finally resolve the disputes between and among them and to avoid the further expense, burden, risk, and uncertainty of trial and any subsequent proceedings.
6. **AUTHORITY/NO ASSIGNMENT.** Each Settling Party represents and warrants that: (a) it possesses full authority to enter into this Agreement and to release, settle, and dismiss the claims being released by it hereunder; (b) the individual executing this Agreement on its behalf is duly authorized to bind that Settling Party; and (c) it has not assigned, transferred, conveyed, or otherwise disposed of any claim, crossclaim, cause of action, right of contribution, indemnity right, or other right being released under this Agreement. Each Settling Party shall be responsible for any claim arising from a breach of its representations under this Paragraph.

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

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7. **DISMISSAL OF ACTION:** Within five (5) business days following receipt of the Settlement Amount, the Settling Parties shall promptly execute and file all documents necessary to dismiss with prejudice the Action in its entirety, including all claims asserted by the TOWN in the Lawsuit and the Crossclaim asserted by CCC against ACE. The dismissal shall provide that each Settling Party shall bear its own attorneys' fees and costs, except as otherwise expressly provided in this Agreement. The Settling Parties shall reasonably cooperate in executing any stipulation, proposed order, or other filing necessary to effectuate the complete dismissal of the Action.
8. **ACCORD AND SATISFACTION.** This Agreement constitutes a full accord, satisfaction, compromise, and discharge of all claims and matters released under this Agreement, including all claims for actual or potential damages, statutory damages or penalties, contractual or equitable relief, contribution, indemnity, reimbursement, attorneys' fees, costs, expenses, and any other relief arising out of or relating to the Project, Incident, or Action.
9. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Settling Parties and their respective predecessors, successors, assigns, parent entities, subsidiaries, affiliated entities, officers, directors, members, employees, agents, representatives, insurers, and other persons or entities expressly included within the releases provided under this Agreement.
10. **COSTS AND ATTORNEYS' FEES.** The Settling Parties shall each bear their own court costs and attorneys' fees incurred in connection with the Action and this Agreement.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between and among the Settling Parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, agreements, or understandings concerning its subject matter, whether oral or written. This Agreement may not be modified, amended, or waived except by a writing signed by all Settling Parties affected by such modification, amendment, or waiver.
12. **JOINT PREPARATION.** This Agreement was jointly prepared by counsel for the Settling Parties. Even if it should be determined that it was prepared, in whole or in part, by any one or more of the Settling Parties or their attorneys, this Agreement shall not be construed against such party or parties, but shall be construed as if all Settling Parties jointly prepared it, and any uncertainty or ambiguity or incompleteness shall not be interpreted, construed, or applied against any party on the ground that such party or its attorney prepared it.

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

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13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any provision of this Agreement is determined to be invalid or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect to the fullest extent permitted by law.
14. **KNOWING AND VOLUNTARY AGREEMENT.** Each Settling Party acknowledges that it has had the opportunity to consult with counsel of its choosing concerning this Agreement; has reviewed and understands its terms and legal consequences; has had an opportunity to negotiate its terms; and enters into this Agreement knowingly and voluntarily and without reliance upon any representation or promise not expressly contained herein.
15. **ENFORCEMENT OF AGREEMENT.** In any action or proceeding arising from or brought to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and taxable costs incurred in such action or proceeding.
16. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is executed by the last Settling Party to execute it (the "Effective Date").
17. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Electronic and PDF signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Settling Parties, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

[SIGNATURE PAGES FOLLOW]

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

Page 6 of 9

**THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY
UNDERSTANDS IT**

Town of Marana, an Arizona municipal corporation

By: _____

Its: _____

Date: _____

Approved as to form:

Counsel for *Town of Marana*

Date

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

Page 7 of 9

**THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY
UNDERSTANDS IT**

Barker Contracting, Inc., an Arizona for-profit corporation

By: _____

Its: _____

Date: _____

Approved as to form:

Counsel for *Barker Contracting, Inc.*

Date

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

Page 8 of 9

**THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY
UNDERSTANDS IT**

Clear Contracting Company, an Arizona for-profit corporation

By: _____

Its: _____

Date: _____

Approved as to form:

Counsel for *Clear Contracting Company*

Date

Town of Marana v. Barker Contracting, Inc., et al.

Case No. C20236109

Settlement Agreement

September 3, 2026

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**THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND FULLY
UNDERSTANDS IT**

Arizona Communication Experts, Inc., an Arizona for-profit corporation

By: _____

Its: _____

Date: _____

Approved as to form:

Counsel for *Arizona Communication Experts, Inc.*

Date



Council-Regular Meeting

C5

Meeting Date: 09/15/2026

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Heidi Lasham, Water Director

Date: September 15, 2026

Strategic Plan Focus Area:

Vibrant Community, Proactive Public Services, Healthy Lifestyles

Subject: Resolution No. 2026-071: Relating to Utilities; approving and authorizing the Mayor to execute the Intergovernmental Agreement between the Water Infrastructure Finance Authority of Arizona and the Town of Marana for a maximum of \$2,000,000 in grant funding for the design of the Pioneer Well PFAS Project (Heidi Lasham)

Discussion:

The Pioneer Well Per- and polyfluoroalkyl substances (PFAS) Project is a part of the council-approved capital improvement project list and is necessary to maintain regulatory compliance. The Town has the opportunity to receive additional funding for the project.

Currently, the Town has a Water Infrastructure Finance Authority (WIFA) Loan in the amount of \$8.6 million with approximately 50% or 4.3 million of the loan being forgivable. The total project cost is estimated at \$8.75 million. However, with the cost escalations the Town has been experiencing, Town staff believes this estimate will increase once the design and Engineer's Estimate is finalized.

Recently, the Town was approached by Arizona Department of Environmental Quality (ADEQ) regarding a grant funding opportunity for the Pioneer Well PFAS Project in the amount of \$5 million. ADEQ will cover the cost of the design along with Arizona Department of Administration fees to manage the project on the Town's behalf in the amount of \$2 million. The remainder will be utilized for the construction phase of this

project. If the final project cost is below the combined \$13.6 million of the grant and the loan, the Town will be able to reduce the amount of the WIFA loan accordingly.

Financial Impact:

The Project cost for design is anticipated to be completely covered by the ADEQ Grant along with the project management fees from ADOA. Marana Water is saving money by obtaining this grant opportunity.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-071.

Suggested Motion:

I move to adopt Resolution No. 2026-071, approving and authorizing the Mayor to execute the Intergovernmental Agreement between the Water Infrastructure Finance Authority of Arizona and the Town of Marana for a maximum of \$2,000,000 in grant funding for the design of the Pioneer Well PFAS Project.

Attachments

Resolution No. 2026-071

Exhibit A to Resolution No. 2026-071

MARANA RESOLUTION NO. 2026-071

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA AND THE TOWN OF MARANA FOR A MAXIMUM OF \$2,000,000 IN GRANT FUNDING FOR THE DESIGN OF THE PIONEER WELL PFAS PROJECT

WHEREAS the Town's Pioneer Well Per- and polyfluoroalkyl substances (PFAS) Project is a part of the Council-approved capital improvement project list and is necessary to maintain regulatory compliance; and

WHEREAS Section 1459A of the Safe Drinking Water Act ("SDWA"), as amended by the 2021 Infrastructure Investment and Jobs Act, established the Emerging Contaminants - Small and Disadvantaged Communities ("EC-SDC") Grant Program; and

WHEREAS the Environmental Protection Agency ("EPA") allocated funding to the State of Arizona through the Water Infrastructure Finance Authority of Arizona ("WIFA") to assist communities through the EC-SDC Program in addressing challenges of emerging contaminants, such as Per- and Polyfluoroalkyl Substances ("PFAS") found in public water systems; and

WHEREAS the Town is eligible for financial assistance through WIFA from the EC-SDC Program for the design of its Pioneer Well PFAS Project for a maximum amount of \$2,000,000; and

WHEREAS the Mayor and Council of the Town of Marana find that entering into an intergovernmental agreement with WIFA for this purpose is in the best interests of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the Intergovernmental Agreement Between the Town of Marana and the Water Infrastructure Finance Authority of Arizona, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana,
Arizona this 15th day of September, 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF MARANA
and
THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

This Intergovernmental Agreement (this “**Agreement**”) is entered into pursuant to the Arizona Revised Statutes (“**A.R.S.**”) §§ 11-951 through 11-954, as amended, between the State of Arizona, acting by and through the Water Infrastructure Finance Authority of Arizona (the “**Authority**”), and the Town of Marana (the “**Town**”) for the design and pre-construction services of a PFAS treatment facility intended to serve the Town’s Hartman Vistas PWS (as defined below), referred to in this Agreement as “the **PFAS Treatment Facility**” (the “**Project**”). The Authority and the Town are sometimes collectively referred to herein as “**parties**” and sometimes individually as “**party.**”

1. RECITALS

WHEREAS Section 1459A of the Safe Drinking Water Act (“**SDWA**”), as amended by the 2021 Infrastructure Investment and Jobs Act, established the Emerging Contaminants – Small and Disadvantaged Communities (“**EC-SDC**”) Grant Program.

WHEREAS the Environmental Protection Agency (“**EPA**”) allocated funding to the State of Arizona, through the Authority, to assist communities through the EC-SDC Grant Program. The primary purpose of the EC-SDC Grant Program is to address challenges of emerging contaminants, such as Per- and Polyfluoroalkyl Substances (“**PFAS**”), found in a public water system or in a source. The primary objective of the EC-SDC Grant Program is to enable public water systems serving small or disadvantaged communities to effectively address emerging contaminants in drinking water, and to minimize potential public health risks from emerging contaminants in the future.

WHEREAS the Town operates the Marana Municipal - Hartman Vistas Public Water System (“**Hartman Vistas PWS**”) (PWS No. AZ04-10329).

WHEREAS the Town has identified a designated PFAS treatment site for the Project located on a Town-owned parcel (APN 226-15-010A) located at 9421 N. Casa Grande Highway, Tucson, Pima County, and described on Exhibit A (hereinafter referred to as the “**PFAS Treatment Site**”). The Hartman Vistas PWS Pioneer Well is located on this parcel. The parcel is located in Arizona Section 22, Township 12 South, Range 12 East.

WHEREAS the Hartman Vistas PWS is regulated by the Pima County Department of Environmental Quality (“**PDEQ**”), as Arizona Department of Environmental Quality’s (“**ADEQ**”) formally delegated agent.

WHEREAS the Town is obligated to comply with all applicable federal, state and local laws,

rules and regulations in connection with the construction, installation, use, operation, maintenance, repairs and replacements of its public water systems, including, without limitation, the Hartman Vistas PWS.

WHEREAS the Authority, the Arizona Department of Administration (“**ADOA**”), as the Authority’s construction project manager pursuant to an Intergovernmental Service Agreement between the Authority and ADOA, and ADEQ as the funds project manager are collaborating to utilize this grant funding opportunity to assist the Hartman Vistas PWS with PFAS mitigation.

WHEREAS ADEQ has determined Hartman Vistas PWS is eligible for, and the Authority agrees to make available, EC-SDC funds for the Project pursuant to and in accordance with the terms of this Agreement.

THEREFORE, the Recitals set forth above and the Exhibits attached hereto and made a part of, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

2. DEFINITIONS

- A. “**Agreement**” is defined above.
- B. “**Approval to Construct**” or “**ATC**” means the Approval to Construct required to be issued by PDEQ prior to beginning construction and prior to extending or altering a public water system. *See* A.A.C. R18-5-505.
- C. “**Approval of Construction**” or “**AOC**” means the Approval of Construction required to be issued by PDEQ following completion of construction. *See* A.A.C. R18-5-507.
- D. “**Design Costs**” means (i) the cost of completing design plans for the PFAS Treatment Facility in a form sufficient to submit to PDEQ as part of an application for an ATC, (ii) the cost of pre-construction services necessary to reasonably estimate the cost of the construction of the PFAS Treatment Facility contemplated by the design plans, and (iii) the cost of project management provided by ADOA.
- E. “**Project**” is defined above.
- F. “**Property**” means the PFAS Treatment Site, which is the current site of Pioneer Well and is expected to be the site of the PFAS Treatment Facility, and affected rights-of-way, if any.
- G. “**Public water system**” is defined in A.R.S. § 49-352(B).

Certain other terms are defined elsewhere in this Agreement.

3. PURPOSE

The purpose of this Agreement is to provide financial assistance from the EC-SDC Grant Program to the Town for the Project as shown in Exhibit B. This financial assistance will fund the Design Costs only. The parties may elect to enter into a separate agreement to construct the PFAS Treatment Facility; however, neither party is obligated to enter into such an agreement.

4. AUTHORITY

- A. The Authority is empowered by A.R.S. § 49-1203 to enter into this Agreement and to contract and incur obligations reasonably necessary or desirable within the general scope of its activities and operations to enable the Authority to adequately perform its duties.
- B. The Town is empowered by A.R.S. § 9-240 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
- C. The parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952(A).

5. TERM AND RENEWAL; TERMINATION

- A. This Agreement is effective on the date of the last signatory (“**Effective Date**”) and shall remain in full force and effect until completion of the Project, and all related deposits and/or reimbursements are made, unless terminated as provided in this Agreement.
- B. Either party may terminate this Agreement immediately if the other party materially breaches it. The Authority may terminate this Agreement as stated in Section 18 of this Agreement. In the event of any termination of this Agreement prior to full completion, to the extent permitted by applicable law and applicable contracts, preliminary, partial, or draft plans, drawings, specifications, estimates, and other preconstruction materials prepared by the contractors of the Authority, ADEQ, and ADOA prior to the effective date of termination shall immediately become the sole and exclusive property of the Town on an "as-is, where-is" basis and without representation, warranty or guarantee of any kind or nature, express or implied, as to completeness, accuracy, or fitness for a particular purpose, and subject to the terms of this Agreement, including without limitation Sections 8 and 9 of this Agreement.
- C. This Agreement supersedes all prior agreements between the parties concerning financial assistance from the EC-SDC Grant Program to the Town for the Project.

6. DUTIES OF THE AUTHORITY

Subject to the terms of this Agreement, the Authority shall contribute a maximum of two million dollars (\$2,000,000) (the “**Maximum Financial Assistance**”) of EC-SDC funds toward the Project. See Exhibit B.

- A. Design Costs will be fully covered by the Authority, provided that Design Costs may not exceed the Maximum Financial Assistance absent explicit written approval by the Authority and subsequent amendment of this Agreement.
- B. The Authority shall make payments directly to contractors within thirty (30) days of the Authority’s receipt of invoices approved by ADEQ.

7. DUTIES OF THE TOWN

The Town shall:

- A. Authorize and grant permission, and hereby does authorize and grant permission, to the Authority, ADEQ, and ADOA and their contractors to perform the Project at the Property, and to enter and re-enter and have access to the Property to conduct other activities as

necessary or prudent to complete the Project.

- B. Obtain such permissions and authorizations as may be necessary, each in form and substance satisfactory to the State, to authorize and grant permission to the Authority, ADEQ, and ADOA and their contractors to perform the Project at those portions of the Property not owned by the Town, if any.
- C. Provide such cooperation, and make available such Town personnel, as may be required by the Authority, ADEQ and ADOA in the review and approval of design plans and construction costs. Such cooperation will result in:
 - i. design plans in a form appropriate to be attached to an ATC which can be finalized; and
 - ii. a cost estimate for implementation of the construction of the work contemplated by the Project to be developed, reviewed, and approved (provided that such approval will not obligate the Town to proceed with the construction of the work contemplated by the Project).
- D. Obtain all necessary permits required to perform the Project within the Property.
- E. Take such further actions and execute such further documents as may be reasonably requested by the State in connection with this Agreement.

8. LIMITATION OF THE STATE'S LIABILITY

The State is responsible for only its own negligence in connection with the Project. The State's liability for any damage to property or injuries to persons which result from or are caused by the Project shall be limited as stated in the prior sentence and limited to the full extent permitted by applicable law. The Town acknowledges and agrees that it has the opportunity to consult with such engineers, advisors, other consultants, and legal counsel as the Town deems necessary or prudent. The Town acknowledges and agrees that it has the opportunity to review the design plans and cost estimate and that the State does not make any representation, warranty, or guarantee of any kind or nature with respect to such design plans or cost estimate, including, without limitation, as to the completeness, accuracy, or fitness of such design plans, that such plans would be sufficient for PDEQ to issue an ATC, or following construction, an AOC, that such design plans will be sufficient for their intended purpose, or that such cost estimate would be adequate to construct the project contemplated by such design plans.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Town ("**Indemnitor**") shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "**Indemnitee**") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Indemnitor or any of Indemnitor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Indemnitor, from and against any and all claims. It is agreed that Indemnitor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Town agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from or in connection with this Agreement.

10. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books, and other records (“Records”) relating to this Agreement in that party’s possession for a period of five (5) years after completion of the Agreement. All Records of a party shall be subject to reasonable inspection and audit by the other party at reasonable times. Upon request, either party shall produce the original of any, or all, such Records.

11. CANCELLATION FOR CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party, or a consultant to any other party with respect to the subject matter of this Agreement.

12. NON-DISCRIMINATION

Both parties shall comply with Executive Orders 2009-09 and 2023-01, which mandate that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act (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. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. The parties shall comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

13. COMPLIANCE REQUIREMENTS UNDER A.R.S. § 41-4401 – IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- A. Both parties warrant compliance with all federal immigration laws and regulations relating to employees and warrant compliance with A.R.S. § 23-214, Subsection A, which reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”
- B. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the other party may be subject to penalties up to and including termination of this Agreement.

- C. Both parties retain the legal right to audit the documentation of any employee working in relation to this Agreement to ensure that the other party, or any contractor or subcontractor, is in compliance with the warranty under subsection A of this Section.

14. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Arizona. The parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

15. LEGAL OBLIGATIONS

This Agreement does not relieve either party of any obligation or responsibility imposed upon it by law.

16. ARBITRATION

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

17. WAIVER AND MODIFICATION

None of the provisions of this Agreement may be waived, changed, or altered, except in writing signed by both parties.

18. FUNDING SOURCE AND AVAILABILITY

The State intends to complete the Project solely utilizing funds from the EC-SDC Grant.

- A. In the event such funds are not available, or if for any other reason the State decides not to proceed with the Project, the State has the right to cancel the Project and terminate this Agreement. The State shall have no further obligations with respect to the Project or the Town upon such termination.
- B. Without in any way limiting subsection A above, the State hereby notifies the Town as follows: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the State or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the State or any other agency of the State of Arizona in the event this provision is exercised, and neither the State nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

19. NOTICES

All notices, claims, requests, and demands under this Agreement are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Authority: Water Infrastructure Finance Authority of Arizona
3300 N. Central Avenue, Suite 1050
Phoenix, Arizona, 85012
Attn: General Counsel

With a copy to:
Arizona Department of Environmental Quality
1100 W. Washington St., #160
Phoenix, Arizona 85007
Attn: Sara Konrad

If to the Town: Town of Marana
11555 W Civic Center Drive
Marana, AZ 85653
Attn: Heidi Lasham

With a copy to:
Marana Town Attorney
11555 West Civic Center Drive,
Marana, AZ 85653
Attn: David Udall

Any revisions to the names and addresses above may be updated administratively by either party and shall be in writing.

20. MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto. Any amendment or modification of this Agreement must comply with the provisions of subsection (C) of this Section.
- B. Assignment. This Agreement may not be assigned, in whole or in part (by operation of law or otherwise), without the prior written consent of the parties, and any assignment in contravention of this provision shall be null and void.
- C. Authority to Enter into Agreement. In accordance with A.R.S. § 11-952(D), each party's legal counsel has determined that this Agreement is in proper form and the parties are authorized under the laws of this State to enter into this Agreement.
- D. Boycott of Israel. The parties warrant that they are not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01, as amended from time to time.
- E. Counterparts. This Agreement may be executed in multiple counterparts, and delivered via electronic means (i.e., .pdf, email, or other electronic means), each of which shall be deemed an original.
- F. Entire Agreement. This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

- G. Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement by this reference.
1. Exhibit A – Description and/or Depiction of the PFAS Treatment Site
 2. Exhibit B – Financial Assistance Breakdown.
- H. Forced Labor of Ethnic Uyghurs. The parties warrant that they are in compliance with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.
- I. Independent Parties. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the parties or to create any employer-employee relationship between a party and the employees of the other party. Neither party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- J. Partial Performance; No Waiver. The failure of either party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon a full and complete performance of the same, or any other term either in the past or in the future.
- K. Property Disposition. Upon termination of this Agreement, if the parties have shared or exchanged property, the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- L. Recitals. The Recitals are a material part of this Agreement and are incorporated into this Agreement by this reference.
- M. Reporting. The Town shall comply with any reporting obligations established by the EPA or Treasury as they relate to the EC-SDC Grant Program.
- N. Severability. The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of this Agreement.
- O. Venue. The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona.
- P. Construction; Headings. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. The headings used in this Agreement are for convenience only and do not change the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

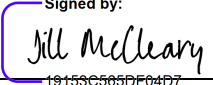
21. SIGNATURES

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

TOWN OF MARANA, ARIZONA
A municipal corporation,

By: _____
JON POST,
Mayor

Date: _____

Signed by:
By:  _____
19153C565DF04D7...
JILL MCCLEARY,
Town Clerk

Date: 8/31/2026

APPROVED AS TO FORM:

By: _____
JANE FAIRALL,
Town Attorney

Date: _____

STATE OF ARIZONA
WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

Signed by:
By:  _____
491C634110B1C594A7
CHELSEA MCGUIRE,
Director

Date: 8/31/2026

APPROVED AS TO FORM

By: _____
JOE CITELLI,
General Counsel

Date: _____

EXHIBIT A

Description and/or Depiction of the PFAS Treatment Site

EXHIBIT "A"

Legal Description

Parcel 1:

That portion of the Northeast quarter of the Northwest quarter of Section 22, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, which lies within the following described tract of land;

BEGINNING at the Northwest corner of said Section 22;

THENCE North 89 degrees 59 minutes 35 seconds East, along the North line of said Section, a distance of 955.90 feet to a point on the existing Southwesterly right-of-way line of the existing Casa Grande-Tucson Highway;

THENCE South 34 degrees 37 minutes 25 seconds East, along said existing highway right-of-way line, a distance of 432.26 feet;

THENCE South 34 degrees 34 minutes 24 seconds East, continuing along said existing Southwesterly highway right-of-way line, a distance of 196.12 feet to a point on the West line of the aforesaid Northeast quarter of the Northwest quarter of Section 22;

THENCE South 00 degrees 12 minutes 42 seconds East, along said West line, a distance of 194.89 feet to the **TRUE POINT OF BEGINNING**;

THENCE continuing South 00 degrees 12 minutes 42 seconds East, along said West line of the Northeast quarter of the Northwest quarter, a distance of 131.87 feet;

THENCE North 89 degrees 58 minutes 56 seconds East, a distance of 90.38 feet;

THENCE North 34 degrees 34 minutes 24 seconds West, a distance of 160.12 feet to the **TRUE POINT OF BEGINNING**.

JV arb 34, 37

Parcel 2:

EXHIBIT "A"
(Continued)

All that part of the East half of the Northwest quarter of Section 22, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the center of Section 22;

RUN THENCE North 89 degrees 56 minutes 20 seconds West, along the South boundary line of said Northwest quarter, a distance of 393.40 feet to a point;

THENCE North 34 degrees 34 minutes West, a distance of 1,633.18 feet to a point in the West line of the East half of said Northwest quarter, which point is the TRUE POINT OF BEGINNING;

THENCE North 00 degrees 12 minutes West, along said West line, a distance of 435.92 feet, more or less, to the Southwest corner of that parcel conveyed to the State of Arizona, by Deed recorded in the office of the County Recorder of Pima County, Arizona, in Docket 338 at page 257;

THENCE North 89 degrees 58 minutes 56 seconds East, a distance of 223.28 feet, more or less, to a point in the Westerly right-of-way line of the Tucson-Picacho Highway;

THENCE South 34 degrees 34 minutes East, along said right-of-way line, a distance of 232.86 feet to a point;

THENCE South 55 degrees 26 minutes West, a distance of 430.49 feet, more or less, to the TRUE PLACE OF BEGINNING;

EXCEPT that portion described as follows:

A parcel of land situated in the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 22, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying on the right-of-way of the relocated Casa Grande-Tucson Interstate Highway and being more particularly described as follows:

BEGINNING at the Southwest corner of the Southwest quarter of the Southwest quarter of Section 15;

EXHIBIT "A"
(Continued)

THENCE North 00 degrees 50 minutes 20 seconds West, along the West line of said Section 15, a distance of 75 feet to a point;

THENCE North 89 degrees 59 minutes 35 seconds East, a distance of 905.24 feet to a point on the existing Southwest right-of-way line of the existing Casa Grande-Tucson Highway;

THENCE South 34 degrees 34 minutes 24 seconds East, along said existing Southwest right-of-way line of the existing highway, a distance of 1,116.30 feet to a point, which point is the Northeasterly corner of the property conveyed to Phoenix Title and Trust Company, an Arizona Corporation, as Trustee under Trust No. RH-26,613 by Deed recorded in Docket 1940 at page 561, said point being the TRUE POINT OF BEGINNING;

THENCE continuing South 34 degrees 34 minutes 24 seconds East, along said existing Southwest right-of-way line of the existing highway, a distance of 232.86 feet to a point;

THENCE South 55 degrees 25 minutes 36 seconds West, a distance of 110 feet to a point on the Southwest right-of-way line of the relocated Casa Grande-Tucson Interstate Highway;

THENCE North 34 degrees 34 minutes 24 seconds West, along the said Southwest right-of-way of the relocated highway, a distance of 308.62 feet to a point;

THENCE North 89 degrees 58 minutes 56 seconds East, a distance of 133.56 feet to the TRUE POINT OF BEGINNING.

Exhibit A-1

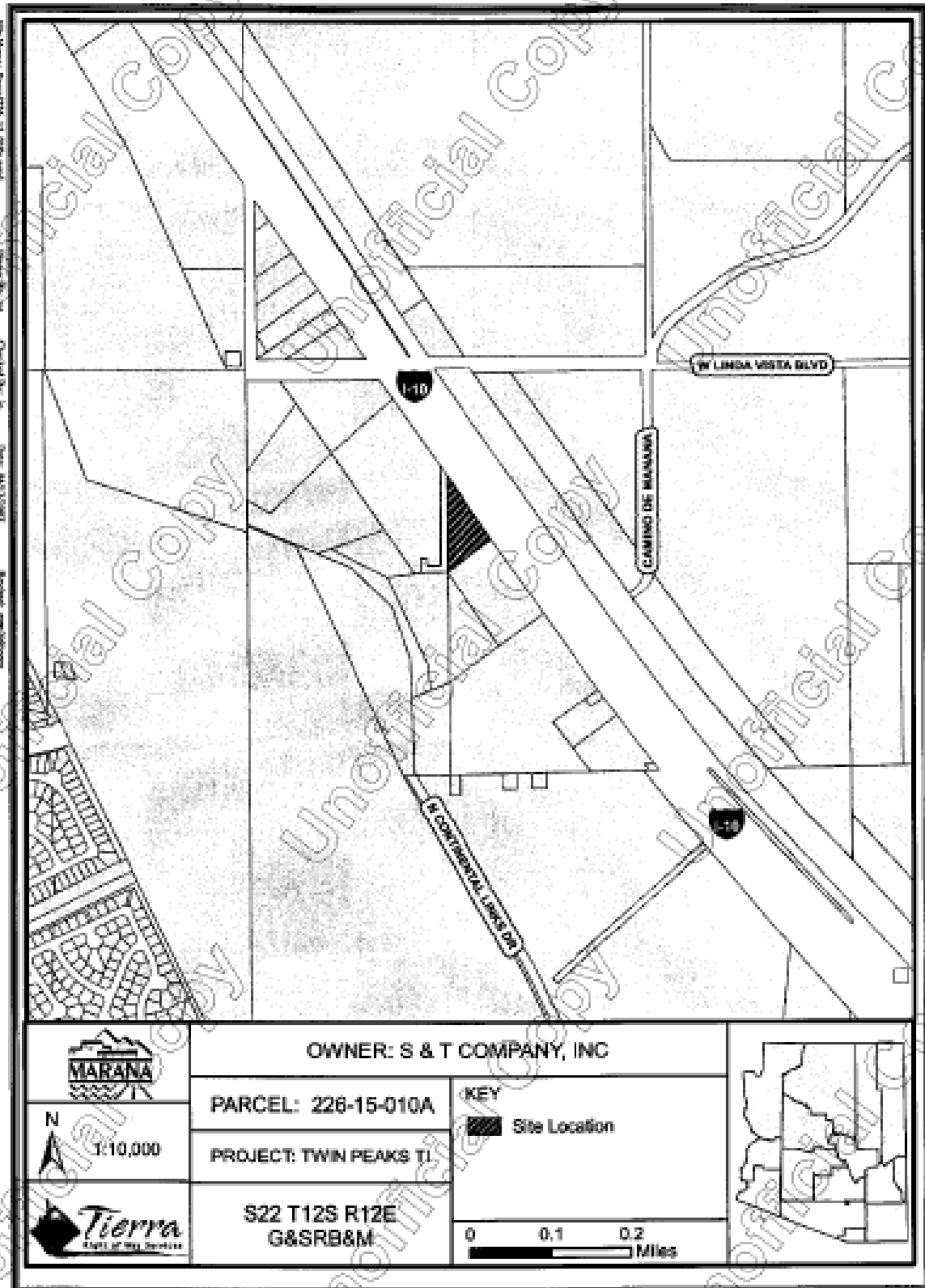


EXHIBIT B**Financial Assistance Breakdown**

	EC-SDC-funded
Design contract (estimated)	\$1,500,000
Pre-construction services (estimated)	\$100,000
ADOA Project Management Fees (3% of estimated total project costs of \$10,000,000)	\$300,000
Contingency	\$100,000
TOTAL	\$2,000,000



C6

Council-Regular Meeting

Meeting Date: 09/15/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: September 15, 2026

Strategic Plan Focus Area:

Vibrant Community, Proactive Public Services

Strategic Plan Focus Area Additional Info:

Vibrant Community: PROVIDE A SAFE AND CONNECTED MULTI-MODAL TRANSPORTATION SYSTEM TO SUPPORT THE MOBILITY NEEDS OF PRESENT AND FUTURE RESIDENTS.

Proactive Public Services: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER.

Subject: Resolution No. 2026-073: Relating to Public Works; approving and authorizing the Mayor to execute the Intergovernmental Transportation Funding Agreement between the Regional Transportation Authority of Pima County and the Town of Marana for delivery of RTA Plan elements (Jane Fairall)

Discussion:

In March 2026, Pima County voters approved the RTA Next Plan (the "Plan"), a new 20-year regional transportation plan to improve the transportation network in the greater Tucson region. The \$2.67 billion investment plan will support reduced congestion, improved mobility, enhanced and expanded transit, environmental protections, bicycle and pedestrian improvements and pavement rehabilitation.

The proposed Intergovernmental Transportation Funding Agreement between the Regional Transportation Authority of Pima County and the Town of Marana ("IGA") will establish a uniform legal, administrative, and funding framework governing RTA-funded projects within the Town as approved in the Plan, including design, construction, operation and maintenance of RTA-funded transportation projects.

Project specific requirements, such as the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities between the Town, the RTA, and, where applicable, any partner jurisdictions will be managed through a series of Project Charters, to be developed for each individual project. Each Project Charter must be agreed to and approved and entered into by the RTA and the Town before requests for funding reimbursement or payment related to that Project can be processed by the RTA.

The proposed resolution includes a provision that will appoint the Town Manager as the Town's authorized representative to sign Project Charters, in order to accelerate Project Charter implementation. If approved, Project Charters will be reviewed and approved administratively, without Council involvement.

The IGA becomes effective upon its execution by both parties and will continue in effect until all improvements in the Plan constructed pursuant to the IGA are completed, all eligible reimbursement payments to the Town are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with the terms of the IGA.

Financial Impact:

There is no direct financial impact to the Town due to the adoption of the proposed master IGA for RTA Next. Pursuant to the IGA, the RTA intends to fund RTA projects based on the funding details, including the total maximum project amount, identified in the 2026 voter-approved Plan and in Project Charters. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Town will be responsible for preparing and submitting reimbursement requests (invoices) to the RTA on a monthly basis for any ongoing Project. Upon receipt of the reimbursement requests, the RTA will reimburse the Town in accordance with Project Charter for the particular Project. Reimbursement under any Project Charter will be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and further subject to availability of funds, unless otherwise approved by the RTA Board. The Town may request reimbursement in excess of the amount set forth in the Plan, but any such request requires prior authorization by the RTA Board and remains subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

The Town is responsible for securing and providing any committed non-RTA funding identified for its projects in the Plan, unless otherwise specified in the applicable Project Charter.

Staff Recommendation:

Staff recommends approval of the RTA Next IGA.

Suggested Motion:

I move to adopt Resolution No. 2026-073, approving and authorizing the Mayor to execute the Intergovernmental Transportation Funding Agreement between the Regional Transportation Authority of Pima County and the Town of Marana for delivery of RTA Plan elements.

Attachments

Resolution No. 2026-073

Exhibit A to Resolution - RTA Next IGA

MARANA RESOLUTION NO. 2026-073

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF MARANA FOR DELIVERY OF RTA PLAN ELEMENTS

WHEREAS A.R.S. § 48-5301, *et seq.*, authorizes the Regional Transportation Authority (RTA) to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan (the “Plan”) approved by the voters at the special election held in Pima County, Arizona, on March 10, 2026; and

WHEREAS the governing board of the RTA is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303; and

WHEREAS pursuant to A.R.S. § 48-5304 (12), the governing board of the RTA has sole authority to implement the elements of the Plan; and

WHEREAS pursuant to A.R.S. § 48-5304 (13), the governing board of the RTA shall coordinate the implementation of the Plan among the local jurisdictions; and

WHEREAS a Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan; and

WHEREAS the RTA is authorized by A.R.S. §§ 48-5304 (16) and (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the RTA, to enter into contracts for the full exercise of the powers granted to the RTA, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan; and

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

WHEREAS the Town is authorized by A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Town’s jurisdictional boundaries; 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 intergovernmental agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Transportation Funding Agreement between the Regional Transportation Authority of Pima County and the Town of Marana for delivery of RTA Plan elements (the "IGA") attached to this resolution as Exhibit A and incorporated herein by this reference 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 is hereby appointed as the Town's authorized representative for purposes of the IGA and is hereby authorized to execute Project Charters to be developed for each individual Plan project, identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities between the Town, the RTA, and, where applicable, any partner jurisdictions.

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 15th day of September 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
Town of Marana
FOR
DELIVERY OF RTA PLAN ELEMENTS**

This Intergovernmental Agreement (hereinafter “the Agreement”) is entered into by and between the Regional Transportation Authority of Pima County (“RTA” or “the Authority”), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and Town of Marana, a body politic and corporate of the State of Arizona (“the Jurisdiction”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multimodal transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona, on March 10, 2026.
- B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.
- C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.
- D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority shall coordinate the implementation of the Plan among the local jurisdictions.
- E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.
- F. The Authority is authorized by A.R.S. §§ 48-5304 (16) and (18) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority, to enter into this contract for the full exercise of the powers granted to the Authority, and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Authority and the Jurisdiction may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.
- H. The Jurisdiction is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (B) (3) to design, maintain, control and manage public roads within the Jurisdiction’s jurisdictional boundaries.
- I. It is the policy of the Authority to require that for each individual project in the Plan, the parties will create a document identifying the scope of the project, the financial and schedule performance attributes, the lead agency for that project, and the roles and responsibilities

between the Jurisdiction, the RTA, and, where applicable, any partner jurisdictions (the “Project Charter”). Each Project Charter must be agreed to and approved and entered into by the Authority and the Jurisdiction, or their authorized representatives, before requests for funding reimbursement or payment related to that Project can be processed by the Authority.

- J. The Jurisdiction may enter into an Intergovernmental Agreement with one or more other jurisdictions within Pima County empowering the Jurisdiction to perform project activities associated with project development, along with making the actual improvements outside the Jurisdiction’s jurisdictional boundaries as necessary for individual projects. Where this need is identified, the roles of each jurisdiction will also be defined in the Roles and Responsibilities section of the Project Charter.

NOW, THEREFORE, the Town of Marana and Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

STANDARD PROVISIONS

1. **Purpose.** The purpose of this Agreement is to establish a uniform legal, administrative, and funding framework governing RTA-funded projects within Town of Marana as approved in the Plan including design, construction, operation and maintenance of RTA-funded transportation projects. Project specific requirements will be managed through a series of Project Charters, to be developed for each individual project.
2. **Effective Date; Term.** This Agreement shall become effective upon its execution by both parties and shall continue in effect until all improvements in the Plan constructed pursuant to this Agreement are completed, all eligible reimbursement payments to the Jurisdiction are concluded, and all warranties applicable to the projects outlined in the Project Charters have expired, unless terminated earlier in accordance with Section 15.
3. **Non-assignment.** Neither party to this Agreement shall assign its rights or obligations under this Agreement to any other party without written permission from the other party to this Agreement.
4. **Construction of Agreement.**
 - a. Entire agreement. This instrument, including any Project Charter(s) and Project Charter amendments entered into in accordance with this Agreement, 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. Any Project Charters and corresponding amendments are incorporated herein by this reference. Each Project Charter entered into between the parties pursuant to this Agreement will be attached to this Agreement as an Exhibit at the time the Project Charter is approved by the authorized representatives of each party and any time the Project Charter is amended.
 - b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.

- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
 - d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
 - e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
 - f. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.
- 5. Ownership of Improvements.** Ownership and title to all improvements, including materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Jurisdiction upon completion of the Project or, in the case of multi-jurisdictional projects, in the jurisdiction in which the improvements are located.
- 6. Legal Jurisdiction.** Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Jurisdiction or the Authority.
- 7. No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Jurisdiction and any Authority employees, or between Authority and any Jurisdiction employees. Neither party shall be liable for any debts, accounts, obligations nor 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.
- 8. No Third-Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
- 9. Compliance with Law.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and standards without limitation to those designated within this Agreement.
- a. Anti-Discrimination. Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, familial status, political affiliation, disability or national origin in the course of carrying out the duties pursuant to this IGA. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this

IGA by reference as if set forth in full herein, including the provisions of A.R.S. § 41-1463.

- b. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.
- c. Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in, substantially, the following form:
 - i. All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

10. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

11. Force Majeure. A party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

12. Notification. All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

The Authority:

Executive Director

Pima Association of Governments/Regional Transportation Authority

1 E. Broadway Blvd., Suite 401
Tucson, AZ 85701

Jurisdiction representative:
Town Manager
11555 W. Civic Center Dr.
Marana, AZ 85653

13. Remedies. Either party may pursue any remedies provided by law for the breach of this Agreement, subject to the provisions of Paragraph 14, below. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

14. Dispute Resolution and Escalation. In the event of any dispute, disagreement, or issue arising under this Agreement or any applicable Project Charter, the Parties shall attempt to resolve the matter as set forth in this section. The timeframes in this section are not to be exceeded but may be made shorter by a specific Project Charter. Costs associated with project delays will be identified for the Board's consideration consistent with the Administrative Code and dispute resolution processes.

- a. Staff-Level Review. The parties first attempt to resolve the matter through informal discussions between the respective project managers or designated staff representatives within 15 calendar days of the dispute arising.
- b. Escalation to Management. If the matter cannot be resolved at the staff level within 15 calendar days, either Party may escalate the matter to the appropriate department directors or management representatives of the Parties to resolve the matter.
- c. Executive-Level Review. If the matter remains unresolved after 30 calendar days, the dispute shall be elevated to the executive leadership of the Parties, including the Executive Director of the Authority and the City Manager, Town Manager, County Administrator or equivalent executive of the Jurisdiction, for further consideration and resolution within 15 calendar days.
- d. RTA Board Consideration. If executive level discussions do not resolve the dispute within 45 days of issue identification, the matter may be presented to the RTA Board at the next reasonably available meeting for consideration, consistent with applicable law, Board policies, and the Authority's statutory responsibilities. Nothing herein shall be construed to limit or expand the authority of the RTA Board or any governing body of the Jurisdiction.
- e. Preservation of Rights. Except as otherwise provided by law, neither Party shall initiate litigation or other formal legal proceedings related to a dispute arising under this Agreement unless and until the escalation process described in this Section has been exhausted. Nothing in this section shall preclude either Party from seeking interim or emergency relief where necessary to prevent irreparable harm or to comply with legal obligations.

15. Termination. This Agreement and any Project Charter entered into pursuant to this Agreement, may be terminated as follows:

- a. By mutual agreement of the parties.
- b. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to this Agreement, either party may terminate this Agreement for material breach of the Agreement by giving written notice of default to the other party and providing time to cure. Upon notice of default, the party in default shall have forty-five days to cure the default. If after 45 days the party in default has not cured the default and is not making reasonable progress towards curing the default, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- c. If the Dispute Resolution process set forth in Section 14 fails to resolve the dispute between the parties relating to a Project Charter, either party may terminate the Project Charter in accordance with the notice and opportunity to cure provisions of Section 15(b), above. Alternatively, the parties may amend the Project Charter to revise the Roles and Responsibilities of the parties or otherwise resolve the dispute. Any such termination shall not relieve either party from liabilities or costs already incurred under the Project Charter.

16. Counterparts. This Agreement 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.

ELEMENT/SUB-ELEMENT PROVISIONS

17. Projects and Project Charters. The Jurisdiction, with funding from the Authority, wishes to undertake the design and/or construction of improvements included in the Plan. The parties agree to enter into one or more Project Charters, the terms of which are incorporated into this Agreement by this reference and attached hereto as an Exhibit at the time they are executed, to accomplish the elements of the Plan within Jurisdiction's boundaries.

- a. Each Project Charter will relate to one of the transportation projects included in the Plan or a project that is eligible for funding as part of a categorical program included in the Plan.
- b. Each Jurisdiction is encouraged to appoint an authorized representative(s) to sign Project Charters along with the Executive Director (or designees) of the Authority to accelerate Project Charter execution. This would not preclude a jurisdiction from having a committee or authorized body to sign the Project Charter in accordance with jurisdictional policies.
- c. Project Charters will provide project descriptions and delivery information as well as roles and responsibilities of the Jurisdiction and RTA.

- d. For multi-jurisdictional projects, the applicable Project Charter shall define the roles and responsibilities of the Jurisdiction, the Authority, and each partner jurisdiction. The Project Charter will identify a lead agency, which may be updated for specific project segments and the Project Charter shall be amended accordingly.
- e. Project and program eligibility requirements for funding are identified in the RTA Administrative Code.

18. Funding. The Authority intends to fund RTA projects in accordance with this Agreement. Funding details, including the total maximum project amount, are identified in the 2026 voter-approved Plan and in Project Charters and are subject to A.R.S. Title 48 Chapter 30 and the RTA Administrative Code. Annual maximum expenditure will be established through the Transportation Improvement Program (TIP) process and in accordance with TIP Procedures. Any annual reimbursements that exceed the amounts programmed in the TIP and the annual RTA Budget require RTA Board approval and are subject to available revenues.

The Jurisdiction shall be responsible for securing and providing any committed non-RTA funding identified for its project in the Plan, unless otherwise specified in the applicable Project Charter.

19. Invoices.

- a. Monthly, the Jurisdiction shall be responsible for preparing and submitting to the Authority reimbursement requests (invoices) signed by a duly authorized representative of the Jurisdiction certifying conformance with all provisions outlined in the RTA Administrative Code and Project Charter.
- b. Invoices shall include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA Administrative Code.
- c. The Jurisdiction must retain and certify all vendor receipts, invoices and any related Project records as needed and ensure that they are available for review for a minimum of five (5) years after final payment is made unless otherwise specified herein.

20. Reimbursements.

- a. Upon receipt of reimbursement requests, the Authority shall reimburse the Jurisdiction in accordance with the Project Charter. All payments and reimbursements shall comply with the RTA Administrative Code and the TIP.
- b. Reimbursements will generally be based on the schedules provided in the applicable Project Charter.
- c. Maximum Amount. Reimbursement under any Project Charter shall be limited to the inflation-adjusted, maximum amount authorized in the 2026 voter-approved Plan and further subject to availability of funds, unless otherwise approved by the RTA Board as set forth in Paragraph (d) below.

- d. Excess Costs. Jurisdiction may request reimbursement in excess of the amount set forth in Paragraph (c), above, but any such request shall require prior authorization by the RTA Board and shall remain subject to the availability of revenues as well as the Plan's provisions related to Potential Additional Revenue and the RTA Administrative Code.

21. Governing Documents

- a. The RTA's Administrative Code, available at RTAmobility.com will be the governing source for all procedural requirements, eligible work items and payments unless otherwise specified herein.
- b. The PAG and/or RTA Transportation Improvement Program (TIP) will be the governing source for all funding amounts, phase allocations, and overall delivery sequence.
- c. The applicable Project Charter shall establish the baseline project scope, schedule, and budget. Quarterly Key Performance Indicator (KPI) review and reporting, status update, and delivery requirements shall compare performance against that baseline and inform review of proposed changes. Any material deviation or major change from the approved Project shall require Authority approval in accordance with the Project Charter, Authority policy, and the RTA Administrative Code.
- d. The Jurisdiction and Authority will work cooperatively to identify solutions to any problems that may arise during the project that can impact Project delivery. The Project Charter will be updated to reflect any changes to roles and responsibilities as mutually agreed upon or as directed by the RTA Board.

22. Right-of-Way. The Jurisdiction shall assure all rights-of-way needed for any project are acquired unless otherwise specified in the Project Charter. Disposition of any portions of rights-of-way acquired but not needed (remnant parcels) shall comply with the RTA Administrative Code and any additional requirements set forth in the Project Charter.

23. Liability.

- a. **Indemnification:** To the fullest extent permitted by applicable law, the Jurisdiction agrees to indemnify, defend, and hold harmless the RTA and its Board, officers, officials, agents, and employees ("Indemnitees") from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the Jurisdiction's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement or in the use of RTA resources as described herein, regardless of how such claims are worded or styled or the specific cause of action asserted. The Jurisdiction's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of RTA or its employees, agents or officers. This provision shall survive termination of this Agreement.

- b. In the event that, pursuant to an individual Project Charter, the RTA is responsible for delivering the Project, the RTA agrees to indemnify, defend and hold harmless the Jurisdiction and its officers, officials, agents and employees from and against any and all allegations, claims, demands, suits, actions, proceedings, damages, liabilities, or penalties of any kind (including reasonable attorneys' fees and/or litigation expenses) arising out of the RTA's activities, including the negligent, reckless or intentional wrongful acts or omissions of its officials, agents, employees, contractors, subcontractors or volunteers, in performance of its obligations under this Agreement, regardless of how such claims are worded or styled or the specific cause of action asserted. The RTA's obligation under this section shall not apply to any damages caused by the negligent, reckless or intentional wrongful acts or omissions of the Jurisdiction or its employees, agents or officers. This provision shall survive termination of this Agreement. This obligation to indemnify Jurisdiction shall apply only when specified in the applicable Project Charter.
- c. The Jurisdiction shall require its consultants and contractors performing activities pursuant to a Project Charter to name the Authority as an additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability, and defects in design in all of the Jurisdiction's contracts for the Project. The Jurisdiction shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment-related assurances posted for the Project.
- d. Additionally, project specific indemnification and insurance requirements may be reflected in the Project Charter.
- e. If a claim or claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

In Witness Whereof, Town of Marana has caused this Agreement to be executed by the _____, upon resolution of the _____ attested to by the _____, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Board Chair Date

ATTEST:

The foregoing Agreement between Town of Marana and the Authority has been approved as to content and is hereby recommended by the undersigned.

Michael J. Ortega, P.E., Executive Director Date

Town of Marana:

Mayor/Supervisor/Chair Date

ATTEST:

City Clerk/Clerk of the Board Date

ATTORNEY CERTIFICATION

The foregoing Agreement by and between the Regional Transportation Authority of Pima County and Town of Marana has been reviewed pursuant to A.R.S. Section 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 Agreement.

Regional Transportation Authority of Pima County:

Attorney for the Authority Date

Town of Marana:

Attorney for the Jurisdiction Date



Council-Regular Meeting

C7

Meeting Date: 09/15/2026

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: September 15, 2026

Subject: Approval of Regular Council Meeting Summary Minutes of September 1, 2026 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 09/01/2026



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 1, 2026, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. 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 as presented. Council Member Officer seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

Nine speakers addressed Council regarding a variety of topics. **David Morales** discussed Marana's history and the responsibility of elected officials to serve the people. **Jackie Craig**, representing Friends of Ironwood Forest, spoke in support of Resolution No. 2026-063 and the William Shaw Wildlife Corridor. **Brad Despain** thanked the Council,

Regular Council Meeting Summary Minutes
September 1, 2026

management, and staff for their work with his group over the previous seven and one-half years. **Dave Smith** congratulated the recently elected officials and commented on political discourse, growth, the proposed detention facility, data centers, and representative government. **Sue Ritz** expressed concern regarding political comments made from the dais at the August 17, 2026, meeting and asked the Town Attorney to review whether the comments complied with the Town's principles of ethics-centered governance and A.R.S. § 9-500.14. **Daniel Ormson** discussed the recent fatal collision involving a child in Gladden Farms and requested increased traffic enforcement, a safety review of school travel routes, a public report regarding possible improvements, and consideration of a resident safety task force. **Julie Prince** commented on campaign finance reporting and requested information regarding emergency plans, law-enforcement agreements, and the potential impact on Marana Police Department resources associated with the proposed ICE detention facility. **Kimberly McAllister** congratulated the recently elected officials, shared positive community feedback received while canvassing during the election, and praised the Council's leadership. **Tami Peel** expressed concern regarding the proposed 15-month closure of Angel Drive during development of Tangerine Crossing, particularly its effect on emergency-response times, and requested that a temporary construction access road be provided.

In response to comments made during the Call to the Public, **Town Manager Terry Rozema** stated that staff would meet with **Ms. Peel** regarding the Angel Drive concerns. **Mr. Rozema** also reported that he was not aware of a confirmed opening date or additional information concerning the proposed ICE facility. **Mayor Post** stated that the Town would thoroughly review the circumstances surrounding the fatal collision in Gladden Farms and consider measures to improve the safety of children and residents. **Mayor Post** invited concerned residents and parents to meet with him and noted the importance of continued police vigilance near school travel routes.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh addressed the use of license plate reader cameras by the Marana Police Department.

Council Member Murphy announced the upcoming Marana Unified School District homecoming activities and encouraged support for the Future Farmers of America steak fry fundraiser.

Vice Mayor Ziegler reported on the Marana Chamber of Commerce annual meeting and noted that the Town had been a Chamber member for 39 years. She also reported that

Dickey's Barbecue Pit was under new ownership, congratulated **former Parks and Recreation Director Jim Conroy** on receiving a lifetime achievement award, and announced the Disabled American Veterans 100th anniversary celebration at Old Tucson.

Mayor Post reported on his attendance at the League of Arizona Cities and Towns conference. He discussed the water-supply challenges facing several Arizona communities and recognized the long-term water planning undertaken in Marana and Southern Arizona. **Mayor Post** also congratulated **Mr. Conroy** on his lifetime achievement award and recognized his contributions to the Town's parks system.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that the Town issued 48 single-family residential permits during August 2026, compared with 39 permits during August 2025. **Mr. Rozema** congratulated **Mr. Conroy** on receiving a lifetime achievement award from the Arizona Parks and Recreation Association and recognized the Town's awards for the Marana Aquatic and Recreation Center and the "Can't Wait Wednesday" marketing campaign. He announced the return of Concerts in the Courtyard during September and highlighted a *Talk of the Town* podcast featuring Public Works employees who volunteered to build a batting cage for the Marana High School softball program. **Mr. Rozema** also announced an upcoming podcast explaining the Marana Police Department's license plate reader program.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2026-060: Relating to the Marana Regional Airport; approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of \$495,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Runway 30 Safety Area Mitigation Design (Grant No. E7S1Y 01D) (Fausto Burruel)

C2 Resolution No. 2026-061: Relating to the Marana Regional Airport; approving and ratifying the Town Manager's execution of an Airport Development Reimbursable Grant Agreement in the amount of \$135,000.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Taxiway A MITL Rehabilitation - Design (Grant No. E7S1Z 01D) (Fausto Burruel)

C3 Resolution No. 2026-062: Relating to Parks and Recreation; approving and authorizing the acceptance of grant funding from Gila River Indian Community State-Shared Revenue Program funds for program and supply costs for swim lessons at the Marana Aquatic and Recreation Center; and approving and authorizing the Town Manager to sign any and all documents required to accept the grant (Wayne Barnett)

C4 Approval of Special Council Meeting Summary Minutes of August 17, 2026 (Jill McCleary)

Council Member Kai moved to approve the Consent Agenda. Vice Mayor Ziegler seconded the motion. Motion passed, 7-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2026-063: Relating to Wildlife Conservation; designating the Marana portion of the Critical Landscape Connection identified in the Conservation Lands System as the William Shaw Wildlife Corridor (Terry Rozema)

Assistant to the Town Manager Julia Cramer presented a request to designate the Marana portion of a critical landscape connection identified in the Conservation Lands System as the William Shaw Wildlife Corridor. **Ms. Cramer** explained that **Dr. William W. Shaw's** 1986 report, *Critical and Sensitive Wildlife Habitats of Eastern Pima County*, commonly known as the "Bunny Map," identified wildlife habitats and movement corridors connecting the Ironwood Forest National Monument, Tucson Mountains, Santa Cruz River, Tortolita Fan, and Tortolita Mountains.

Dr. Shaw thanked the Council for the recognition and for supporting the vision of the Sonoran Desert Conservation Plan. He discussed the importance of preserving wildlife connectivity while promoting thriving communities and noted that many protected corridors also provide flood control, groundwater recharge, recreation, and open-space benefits.

Council Member Cavanaugh moved to adopt Resolution No. 2026-063. Council Member Officer seconded the motion. Motion passed, 7-0.

A2 Resolution No. 2026-064: Relating to Budget; approving the transfer of up to \$4,200,000 in budgeted expense authority from the Water Resources Fund (Fund #5016),

New Renewable Water Resource Acquisition project (WT066) to the Water Reclamation Facility Phase II Expansion project (WR023) in the Wastewater Impact Fee Fund (Fund #5038) for fiscal year 2026-2027 budget (Mike Osborne)

Water Deputy Director Mike Osborne presented a request to transfer up to \$4.2 million in budgeted expense authority from the Water Resources Fund's New Renewable Water Resource Acquisition project to the Water Reclamation Facility Phase II Expansion project in the Wastewater Impact Fee Fund.

Mr. Osborne explained that construction costs had significantly exceeded the original estimates based on the first phase of the facility. The Water Reclamation Facility Phase II Expansion project was currently estimated at approximately \$80.4 million, while the combined cost of the expansion and related recharge improvements was estimated at approximately \$95.4 million. The requested transfer would address the projected construction shortfall and provide contingency capacity. Budget authority would be transferred only as needed, and the project would be funded through wastewater impact fees and future debt financing.

Council Member Cavanaugh asked whether recent water-rate increases were intended to cover these expenditures. **Mr. Osborne** clarified that the rate increases supported ongoing operations and maintenance, while the expansion project would be funded through developer impact fees.

Council Member Kai moved to adopt Resolution No. 2026-064. Council Member Officer seconded the motion. Motion passed, 7-0.

A3 Resolution No. 2026-065: Relating to Water; approving and authorizing the Mayor to sign the Fourth Amendment to Town of Marana Agreement for Construction of Water Facilities Under Private Contract for Twin Peaks Crossings (David L. Udall)

Deputy Town Attorney David Udall presented a request to approve the Fourth Amendment to the Town's agreement with Redwing Investments, LLC, for the construction of water facilities serving Twin Peaks Crossings.

Mr. Udall explained that the existing agreement permitted temporary water wheeling until the Town installed its water infrastructure along Twin Peaks Road. He stated that the amendment would replace a planned eight-inch B-Zone water line along Angel Drive with a 16-inch transmission main identified in the Town's 2022 Water Facilities Infrastructure Improvements Plan. **Mr. Udall** said that the amendment would also update the definition of the facility plan to reflect the current water improvement plans, extend the construction commencement deadline to October 2027, authorize impact-fee

reimbursement for construction of the 16-inch line, and make other clarifying amendments.

Council Member Cavanaugh asked whether the developer would pay for the improvements. **Mr. Udall** explained that the developer would construct the 16-inch transmission main but would be eligible for impact-fee reimbursement pursuant to state law.

Vice Mayor Ziegler moved to adopt Resolution No. 2026-065. Council Member Kai seconded the motion. Motion passed, 7-0.

A4 PUBLIC HEARING: Ordinance No. 2026.015: Relating to Development; approving a rezoning of approximately 28.1 acres of land located at the southwest corner of West Twin Peaks Road and West Desert Falcon Lane, from R-36 (Residential) to SP (Specific Plan), creating the OVCN Twin Peaks Campus Specific Plan; approving a minor amendment to the General Plan amending the land use category from LDR (Low density residential) to MPA (Master planned area) (Austin Shreffler)

Resolution No. 2026-066: Relating to Development; declaring as a public record filed with the Town Clerk the OVCN Twin Peaks Campus Specific Plan adopted by Ordinance No. 2026.015 (Austin Shreffler)

Town Clerk Jill McCleary reported that the Clerk's Office had received written signatures protesting the proposed rezoning that morning and had provided copies to the Council. **Town Attorney Jane Fairall** explained that state law could require approval by three-fourths of the Council when a qualifying written protest was filed. **Ms. Fairall** stated that the protest had not been received by noon one business day before the public hearing, as required by state law. She clarified that the supermajority voting requirement was therefore not triggered.

Mayor Post opened the public hearing at 6:58 PM.

Senior Planner Austin Shreffler presented a request from the Oro Valley Church of the Nazarene to rezone approximately 28.1 acres at the southwest corner of West Twin Peaks Road and West Desert Falcon Lane from R-36 Residential to Specific Plan and to change the General Plan land-use designation from Low Density Residential to Master Planned Area. **Mr. Shreffler** explained that the proposed religious, recreational, educational, and sports uses were already permitted under the existing R-36 zoning. He stated that the principal zoning change would increase the maximum building height from 30 feet to 40 feet to accommodate the proposed gymnasium. Mr. Shreffler said that staff requested an

additional condition requiring a record of survey to be recorded and provided to the Town before approval of a development plan.

Paul Oland of Paradigm Land Design reviewed the proposed campus layout. **Mr. Oland** described a 100-foot drainage, landscaping, and wildlife buffer along the western boundary and 40-foot buffers along other portions of the site. He explained that the building would step from 30 feet on the western side to 35 feet in the center and 40 feet on the eastern side, where the gymnasium would be located. He said the sports fields would be placed toward the southeastern portion of the property.

Mr. Oland stated that the applicant would improve Desert Falcon Lane, construct an access point and median opening on Twin Peaks Road, extend water and wastewater infrastructure, and provide wildlife crossings consistent with the culverts beneath Twin Peaks Road. He indicated that direct access from Twin Peaks Road would reduce traffic using Desert Falcon Lane.

Council Members discussed the portion of Desert Falcon Lane that would become Town right-of-way, future road maintenance, Marana Water service, Pima County wastewater service, the visibility of the buildings from properties to the west, possible fencing, wildlife movement, anticipated peak traffic periods, and protections from noise and lighting. **Mr. Oland** stated that primary traffic periods were expected on Sunday mornings, Wednesday evenings, and during sports practices and games. He said field lighting would comply with dark-sky requirements, would be directed toward the fields, and would operate only when the fields were in use.

Vice Mayor Ziegler stated that the applicant could develop the church and sports facilities without Council approval if the building remained within the existing 30-foot height limit.

Council Member Murphy asked how many homes could be constructed under the existing R-36 zoning. **Mr. Oland** estimated that approximately 33 homes could be constructed.

Council Member Cavanaugh asked whether Council was voting specifically on the building height. **Mayor Post** clarified that Council was considering the proposed specific plan, which included the increased building height.

Nine speakers addressed the Council during the public hearing. **Ted Bednar, Molly Bednar, Courtney Land, Ruth Taylor-Piliae, Gerald Donaldson, Mike Brandon, and Julie Prince** spoke in opposition to the rezoning, citing concerns regarding traffic, access, noise, lighting, building height, wildlife, native-plant preservation, property values, and

compatibility with the surrounding rural residential area. **Mr. Bednar** also questioned whether the project would comply with the Town's native-plant preservation and outdoor-lighting requirements. **Ms. Land** questioned whether the additional building height was necessary. **Ms. Taylor-Piliae** and **Ms. Prince** discussed OVCN's previous proposal in Oro Valley and asked the Council to deny the rezoning or conduct additional review.

Cody Brown spoke in support of the rezoning, citing property rights and the potential benefits of the proposed facilities for children, families, and future residents. **Kate Houghton**, representing the Coalition for Sonoran Desert Protection, requested a smaller project footprint and reconfiguration of the parking area to reduce impacts on the surrounding landscape.

Mayor Post closed the public hearing at 7:57 PM.

Mayor Post stated that Marana had a young population and needed additional recreational opportunities for children. He expressed support for the project and stated that the privately funded facility would provide an important community amenity.

Vice Mayor Ziegler reiterated that the request principally concerned a 10-foot building-height increase and that the Town had development standards addressing traffic, lighting, noise, and occupancy. She questioned whether the anticipated impacts could be known before the project was developed and discussed her familiarity with the previous OVCN proposal in Oro Valley.

Council Member Cavanaugh stated that he remained concerned about the project's footprint and the proximity of the facility and its lighting to existing homes. He expressed hope that the church could work to minimize those impacts.

Mayor Post moved to adopt Ordinance No. 2026.015 with an additional condition requiring the record of survey to be recorded and provided to the Town before approval of a development plan, and Resolution No. 2026-066. Council Member Kai seconded the motion. Motion passed, 6-1, with Council Member Cavanaugh voting Nay.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

Mayor Post asked for a motion to go into executive session for Items E2 and E3.

Council Member Cavanaugh moved to go into executive session on Items E2 and E3. Vice Mayor Ziegler seconded the motion. Motion passed, 7-0.

[An executive session was held on Items E2 and E3 below, beginning at 8:04 PM and concluding at 8:55 PM.]

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 Discussion and consultation pursuant to A.R.S. § 38-431.03(A)(3) and (4) re: contemplated litigation to recover costs to remedy water quality issues resulting from perfluorinated compounds and 1,4-dioxane contamination.

E3 Discussion and consultation pursuant to A.R.S. § 38-431.03(A)(3) and (4), re: Proposition 207 (A.R.S. § 12-1134) Notice of Claim from TMR Investors, LLC relating to the Tortolita Specific Plan located east of Interstate 10, north of the Marana Road interchange, and northwest of the San Lucas subdivision.

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 Kai moved to adjourn the meeting. Council Member Cavanaugh seconded the motion. Motion passed, 7-0. The meeting was adjourned at 8:56 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on September 1, 2026. I further certify that a quorum was present.

Jill McCleary, Town Clerk



Council-Regular Meeting

A1

Meeting Date: 09/15/2026

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Jerry Huerstel, Water Resources Administrator

Date: September 15, 2026

Strategic Plan Focus Area:

Thriving Commerce, Vibrant Community, Cherished Heritage

Subject: Resolution No. 2026-072: Relating to Utilities; approving and authorizing the Mayor to sign an agreement with Cortaro Water Users' Association for in-lieu water delivery and storage (Heidi Lasham)

Discussion:

Under state law, underground water storage may occur at Underground Storage Facilities (USFs) and Groundwater Savings Facilities (GSFs). For the proposed duration of this agreement, storage at a USF involves direct recharge of Central Arizona Project (CAP) water to the aquifer and would include an advisory rate of \$15 per acre foot annual operations and maintenance charge, paid by the Town. At a GSF, storage occurs where CAP water is used (e.g. agricultural irrigation) in-lieu of groundwater that would otherwise be pumped from the aquifer.

The proposed five-year agreement with the Cortaro Marana Water Users' Association (CWUA), acting as agent for the Cortaro Marara Irrigation District ("CMID"), will allow the Town of Marana to maximize storage of its CAP water at the CMID GSF, located in Marana, AZ, while minimizing costs of storage. Benefits of storage at this GSF are location in proximity to the Town of Marana wells (potential for recovery within the area of impact), and no deduction for evaporative losses. Additionally, continued use of the CMID GSF would benefit the Town by avoiding the \$15 per acre foot annual operations and maintenance charge at a USF, and would generate revenue from CWUA who would pay the Town \$10 per acre foot of water stored at the GSF. It is anticipated that the Town will attempt to store up to 4,800 acre-feet of Indian Priority CAP water leased from the Fort McDowell Yavapai Nation in Calendar Year 2027. In

future years, the Town may store portions of its Municipal and Industrial (2,336 acre-feet per year) and Non-Indian Agricultural (515 acre-feet per year) CAP water at the CMID GSF.

The exact amount of water to be stored pursuant to the proposed agreement for 2027 was still being negotiated when this agenda was published. The parties expect to have the amount finalized by the September 15 Council meeting and will present the number before Council at that time. As a result, the draft agreement in the materials accompanying this agenda item has blanks in paragraphs 2.2 and 3.3 that will be filled in once the amount is finalized and before the agreement is signed.

Financial Impact:

The Town of Marana will receive revenues in the Town's Water Operating Fund between fiscal years 2027-2031 at a rate of \$10 per acre-foot of delivered in-lieu CAP water from CMID. The actual amount of revenues will be determined based on annual volume stored. The amount for fiscal year 2027 is estimated at \$23,640.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2026-072.

Suggested Motion:

I move to adopt Marana Resolution No. 2026-072, approving and authorizing the Mayor to sign an agreement with the CWUA for in-lieu water delivery and storage.

Attachments

Resolution No. 2026-072

Exhibit A to Resolution No. 2026-072

MARANA RESOLUTION NO. 2026-072

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH CORTARO WATER USERS' ASSOCIATION FOR IN-LIEU WATER DELIVERY AND STORAGE

WHEREAS the Cortaro Marana Irrigation District ("CMID") possesses a Groundwater Savings Facility Permit from the Arizona Department of Water Resources authorizing the storage of 20,000 acre feet per year of Central Arizona Project ("CAP") water; and

WHEREAS the Town has a contract with the Central Arizona Water Conservation District ("CAWCD") for the purchase of CAP water; and

WHEREAS the Town desires to maximize the use of its CAP water to reduce or offset the Town's use of groundwater within the Tucson Active Management Area; and

WHEREAS the proposed agreement with CMID for in lieu water deliveries and storage would allow the Town to receive in lieu credit for CAP water delivered to CMID at its Groundwater Savings Facility, and allows CMID to use CAP water for its irrigation needs in order to reduce its groundwater use, in accordance with its Groundwater Savings Facility Permit; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the Intergovernmental Agreement Between the Town of Marana and Cortaro Water Users' Association, as Agent for Cortaro Marana Irrigation District for In-Lieu Water Deliveries and Storage, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of September, 2026.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF
MARANA AND
CORTARO WATER USERS' ASSOCIATION, as Agent for
CORTARO MARANA IRRIGATION DISTRICT
FOR IN-LIEU WATER DELIVERIES AND STORAGE**

THIS AGREEMENT is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and CORTARO WATER USERS' ASSOCIATION, an Arizona non-profit corporation, as agent for CORTARO MARANA IRRIGATION DISTRICT ("CMID"), an Arizona municipal corporation, for the delivery and storage of In-Lieu Water at a Groundwater Savings Project pursuant to A.R.S. § 45-812.01, et seq.

Recitals

- A. CMID possesses a Groundwater Savings Facility Permit from the Arizona Department of Water Resources authorizing the storage of up to 20,000 acre-feet per year of Central Arizona Project ("CAP") water.
- B. The Town is a party to a contract with the Central Arizona Water Conservation District (CAWCD) enabling it to purchase CAP water.
- C. The Town desires to maximize the use of its CAP water to reduce or offset the Town's use of groundwater within the Tucson Active Management Area.
- D. The Town desires to deliver CAP water to CMID at its Groundwater Savings Facility for which the Town possesses a Water Storage Permit.
- E. CMID desires to use CAP water for its irrigation needs in order to reduce its groundwater use, in accordance with its Groundwater Savings Facility Permit.
- F. CMID desires to purchase CAP water from the Town and the Town desires to sell CMID such CAP water under the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of, the mutual covenants set forth in this Agreement, the Town and CMID agree as follows:

1. Definitions. The following terms have the following meanings for purposes of this Agreement:

"ADWR" shall mean the Arizona Department of Water Resources.

"CAP water" shall mean the Central Arizona Project water that the Town has the legal right to purchase and use.

"CAWCD" shall mean the Central Arizona Water Conservation District.

"Delivery" or "Delivered" shall mean CAP water purchased by the Town, made available in the CAWCD canal at the designated point specified by CMID and received by CMID.

"Facility Permit" shall mean Permit No. 72-538100.0009 (or the active Permit Number subsequent to modification) issued by ADWR to CMID to operate a groundwater savings facility pursuant to A.R.S. § 45-801.01 et seq.

“Groundwater Savings Facility” shall mean a groundwater savings facility pursuant to A.R.S. § 45-812.01, for which a Facility Permit has been issued.

“In-Lieu Water” shall mean CAP water as defined in A.R.S. § 45-802.01(9), purchased by the Town for Delivery to CMID under this Agreement.

“Pumped Groundwater” shall mean water withdrawn from any of the wells listed in the plan of operation incorporated in the Facility Permit and designated by the ADWR as pumping groundwater for the purpose of Title 45 of A.R.S., Chapter 3.1.

“Recovery Well Permit” shall mean Permit No. 74-211278, issued by ADWR to the Town for recovery of water stored in a storage facility, pursuant to a storage permit.

“Water Storage Permit” shall mean Permit No. 73-538100.0401 (or active Permit Number subsequent to modification) issued by ADWR to the Town for storage of In-Lieu Water at the Groundwater Savings Facility pursuant to A.R.S. § 45-801.01, *et seq.*

“Long-Term Storage Credits” shall mean those credits accrued by the Town’s Account LTS #70-411220 from In-Lieu Water stored pursuant to this Agreement, as determined by the requirements of A.R.S. § 45-852.01.

2. Obligations of CMID

2.1. Purpose of Use. CMID shall use the In-Lieu Water Delivered under this Agreement for agricultural irrigation, to replace, on a gallon-for-gallon basis, pumped groundwater within the area designated on the Facility Permit.

2.2. Quantity of In-Lieu Water. Pursuant to applicable Facility and Water Storage Permits issued by the ADWR, CMID shall request that the Town order an annually agreed-to amount of In-Lieu Water from the Town’s available CAP water during the term of this Agreement, provided, however that if CMID desires to order additional CAP water, the Town may do so upon the mutual agreement of the Town and CMID. CMID shall take Delivery of any and all In-Lieu Water ordered by the Town on CMID’s behalf, subject to this Agreement. For 2027, CMID shall accept _____ acre-feet of CAP water from the Town. The delivery volumes for years beyond 2027 will be agreed to annually in an Amendment to this Agreement.

2.3. Notice of Order.

2.3.1. Annual. On or before July 15 of each year, CMID and the Town shall consult regarding the availability of CAP In-Lieu Water to the Town for storage in CMID’s GSF. Thereafter, on or before August 1 of each year, CMID shall submit a preliminary order to the Town for In-Lieu Water for the following year. The order shall indicate, by month, the number of acre-feet of In-Lieu Water requested by CMID to be Delivered for the ensuing 12-month period.

2.3.2. Town Recharge Quantification. On or before September 1 of each year, the Town shall notify CMID, in writing, of the amount of In-Lieu Water the Town has elected to purchase for delivery to CMID in the following calendar year. Concurrently with its order, the Town shall notify CMID whether it has elected to have CAP water delivered pursuant to its contract with CAWCD.

2.4. Monthly Meter Reading. All water Delivered from the water supply system shall be measured with equipment furnished and installed by CAWCD and operated and maintained by

CAWCD, the data from which is then provided to CMID, all in accordance with ADWR standards and requirements. The results of such measurement shall be subject to monitoring and verification, in cooperation with CMID, from time to time by the Town.

2.5. Points of Delivery. CMID shall take Delivery of the In-Lieu Water at such points along the CAP canal as may be agreed upon in writing by CAWCD and CMID. As of the date of this Agreement, the turnout for CMID's receipt of CAP water is located southwest of the intersection of Tangerine Road and Interstate 10 in Marana, Arizona.

2.6. Water Quality Standard. CMID shall be responsible for monitoring all applicable federal, state, or local water quality standards for its use of the In-Lieu Water, and CMID may decline to take Delivery of any In-Lieu Water CMID determines to be, for reasons beyond CMID's control, unsuitable for irrigation use under said standards. In-Lieu Water determined to be unsuitable for irrigation shall be included in calculating CMID's compliance with the minimum order requirement of Section 2.2 of this Agreement, but shall not be subject to the payment obligation of Sections 2.7 and 3.5 of this Agreement, except to the extent CMID takes Delivery of the In-Lieu Water.

2.7. In-Lieu Water Charge Per Acre-Foot. CMID shall pay the Town \$10.00 per acre-foot for In-Lieu Water Delivered from the Town's CAP water. If CMID fails to accept Delivery of In-Lieu Water ordered from CAWCD by or on CMID's behalf in accordance with Sections 2.3.1 and 3.3 of this Agreement, CMID shall nonetheless pay the Town the actual cost of such ordered but not Delivered In-Lieu Water, except as provided by Sections 2.6 (except to the extent CMID takes Delivery of the In-Lieu Water), 2.10, and 2.11 of this Agreement.

2.8. Delivery Systems and Other Costs. CMID shall be responsible for the design, construction and costs of any necessary delivery systems required to be constructed on property owned or controlled by CMID to accept Delivery of In-Lieu Water under the terms of this Agreement. CMID shall be solely responsible for any costs arising out of the use of the In-Lieu Water, the operation or maintenance of the delivery systems described in this paragraph or the construction, operation and maintenance of any treatment system or other delivery system. Nothing herein shall be construed as requiring CMID to construct, replace, operate or maintain any delivery system or portion thereof.

2.9. Maintenance of Records; Reporting. CMID shall maintain all records and accounts of deliveries, storage and uses of the In-Lieu Water under this Agreement. CMID shall provide the Town, annually, all records, accounts, reports, and plans necessary for the Town to file any reports or other documentation required under the terms of its Water Storage Permit. CMID shall file all reports and documentation required under the Facility Permit. Copies of all such records, accounts, reports, plans or other documents shall be made available to the Town.

2.10. Ineligible In-Lieu Water. Instead of the fee set forth in Section 2.7 of this Agreement, if ADWR determines that any In-Lieu Water Delivered was not used on a gallon-for-gallon basis in lieu of groundwater under A.R.S. § 45-852.01(C)(2), CMID shall reimburse the Town \$10.00 an acre foot for such In-Lieu Water from the Town's CAP water if such determination is based on ADWR's finding that the In-Lieu Water does not qualify as "water that cannot reasonably be used directly" under A.R.S. § 45-801.01(21)(b) or does not qualify for some other reason beyond CMID's control. If the Town fails to receive Long-Term Storage Credits due to reasons within CMID's control; CMID shall pay the Town the Town's actual cost for such ineligible Delivered In-Lieu Water.

2.11. Interruptibility of In-Lieu Water Deliveries; Curtailments. CMID acknowledges the interruptible nature of the In-Lieu Water supply to be furnished under this Agreement. The Town shall not be liable for any damages to CMID resulting from curtailment, interruptions, discontinuances or reductions in supply or undeliverable water that are beyond the control of the Town. In-Lieu Water deliveries curtailed, interrupted, discontinued or reduced by someone other than CMID shall still count toward CMID's obligation to order under Section 2.2 of this Agreement, and CMID shall only be obligated to pay the fees set forth in Section 2.7 of this Agreement for the amount of the actual In-Lieu Water Delivered due to the curtailment, interruption, discontinuance or reduction.

2.12. Interference with Contract. Nothing herein shall preclude CMID from entering into agreements to accept water and/or effluent for storage by others; provided, however, any such agreement executed after the effective date of this Agreement shall not adversely affect the Town's rights under this Agreement or cause CMID to otherwise act in any manner that is inconsistent with this Agreement or CMID's obligations under this Agreement.

3. Obligations of the Town

3.1. Water Storage Permit. The Town shall be responsible for maintaining a Water Storage Permit before any In-Lieu Water is Delivered to the Groundwater Savings Facility.

3.2. In-Lieu Water Order. By October 1 of each year, the Town shall order from CAWCD the In-Lieu Water the Town has elected to purchase pursuant to Section 2.3.2 for delivery to CMID the next year.

3.3. Delivery of In-Lieu Water. During the term of this Agreement, the Town shall order and arrange for the Delivery of an annually agreed-to volume of In-Lieu Water to be Delivered through the CAP aqueduct to CMID. For 2027, the Town shall order _____ acre-feet of CAP water for delivery to CMID. The Town shall provide assistance reasonably required to achieve Delivery of any ordered In-Lieu Water to CMID. By mutual agreement, the parties may agree to the Delivery of additional amounts of In-Lieu Water under the terms and conditions herein.

3.4. Quality of In-Lieu Water. The Town makes no representations or warranties as to the quality of any In-Lieu Water Delivered hereunder and is under no obligation to construct or furnish water treatment facilities to maintain or improve the quality of any In-Lieu Water Delivered pursuant to this Agreement.

3.5. Billing. Upon receipt of a monthly statement from CAWCD indicating the amount of In-Lieu Water billed to the Town, the Town shall issue a bill to CMID monthly for the In-Lieu Water to be Delivered under this Agreement. The bill will be for the actual amount of In-Lieu Water for which the Town has been billed by CAWCD. The amount billed shall be paid within 45 days from the date of the bill. Late payments shall incur interest at the rate of (a) 12% per annum from and after the date of delinquency of any such payment, or (b) 4% over Bank of America – Arizona's then applicable prime interest rate, whichever is lower.

3.6. Accounting. Within 30 days of the Town's receipt of its long-term storage account report from ADWR reflecting the In-Lieu Water stored pursuant to this Agreement, the Town shall prepare an accounting of all In-Lieu Water ordered and Delivered to and all payments for In-Lieu Water paid by CMID under Section 3.5 of this Agreement, adjusted as appropriate pursuant to Sections 2.6, 2.10, and 2.11 of this Agreement. CMID shall pay the Town within 10 days of receipt

of said accounting any amounts due pursuant to this Agreement. The Town shall refund any overpayments made by CMID.

3.7. Accrual of Credits. Pursuant to its Water Storage Permit, the Town shall recover credits annually pursuant to its Recovery Well Permit or accrue Long-Term Storage Credits in its storage account LTS #70-411220 for the In-Lieu Water Delivered to CMID and may use them at its sole discretion. If CMID enters into agreements with other persons to store In-Lieu Water at the same Groundwater Savings Facility, the In-Lieu Water Delivered pursuant to this Agreement shall be deemed to have been Delivered and stored in the same order of priority and sequence as the execution of this Agreement as compared to any other agreements or amendments thereof entered into by CMID and other third parties.

3.8. Recovery of Credits. The Town may recover its Long-Term Storage Credits from any location and at any time as may be permitted by ADWR; provided, however, that such credits shall not be recovered from any lands within the boundaries of CMID's service area without the approval of CMID, and under such terms and conditions as may be mutually agreed to hereafter.

3.9. No Interference with CMID. Nothing in this Agreement shall be construed to require CMID to construct or replace any facility to take, deliver or recharge In-Lieu Water under this Agreement or to construct, replace, or operate any well or water related facility to recover water stored at the Groundwater Savings Facility. Nothing in this Agreement shall be construed as CMID's consent to the establishment of any recovery well or any recovery activity underlying CMID's Groundwater Savings Facility. Notwithstanding the foregoing, CMID shall be obligated to pay any costs incurred by the Town for In-Lieu Water as a result of CMID's failure to take Delivery of such In-Lieu Water due to CMID's decision not to construct or replace any facility necessary to take Delivery of such In-Lieu Water.

4. Term and Termination

4.1. Term. This Agreement shall become effective on the last party's signature date and shall be operative up to and including December 31, 2032, unless terminated sooner as provided by this Agreement.

4.2. The Town's Termination Right. The Town may terminate this Agreement without further obligation or consequence upon written notice to CMID if any of the following occurs:

4.2.1. The Town cannot secure In-Lieu Water, or

4.2.2. The Town is no longer eligible to obtain Long-Term Storage Credits, or

4.2.3. The Town is for any reason regularly or routinely not receiving gallon-for-gallon credits for In-Lieu Water, whether the cause is within CMID's control or not; or

4.2.4. The Town determines that this Agreement is impracticable or not feasible due to regulatory or financial reasons, including but not limited to changes in ADWR's current calculation of the accrual of Long-Term Storage Credits for groundwater savings facilities.

4.3. CMID's Termination Right. Provided that CMID pays the Town for all costs incurred by the Town for the In-Lieu Water ordered under Sections 2.3.1 and 3.3 of this Agreement but not Delivered, CMID may terminate this Agreement without further obligation or consequence upon written notice to the Town if CMID is unable to utilize In-Lieu Water due to any of the following:

4.3.1. CMID determines that the In-Lieu Water Charge Per Acre-Foot payable by CMID pursuant to this Agreement (Section 2.7) does not match the market price based on the charge per acre-foot paid by other in-lieu water providers, or

4.3.2. The Town is for any reason regularly or routinely not receiving gallon-for-gallon credits for In-Lieu Water, whether the cause is within CMID's control or not; or

4.3.3. Regulatory changes, or

4.3.4. Unsuitability of water for irrigation, or

4.3.5. Weather conditions, or

4.3.6. Acts of nature or God, or

4.3.7. Flooding, or

4.3.8. Crop failure, or

4.3.9. Other natural disaster.

4.4. Insolvency or Bankruptcy. Notwithstanding any of the above, this Agreement shall automatically terminate if CMID becomes insolvent or initiates bankruptcy proceedings, loses its Facility Permit, or fails to meet its operating or Groundwater Savings Facility plan of operation.

5. Assignment

5.1. Assignment by the Town. The Town may assign all or a portion of its obligations and rights under this Agreement to any successors or assigns without prior written consent of CMID, provided that each such successor in interest or assignee is bound by each and every term and condition of this Agreement applicable to the Town.

5.2. Assignment of Long-Term Storage Credits. The Town, in its sole discretion, may assign its Long-Term Storage Credits without prior consent of CMID; provided, however, that the Town shall not assign credits for recovery of stored water underlying the exterior boundaries of the CMID's Groundwater Savings Facility without the written consent of CMID and upon terms and conditions acceptable to CMID.

5.3. Assignment by CMID. CMID may not assign all or a portion of its rights and obligations under this Agreement to any successors or assigns without the prior written consent of the Town and the Town shall not unreasonably withhold its consent. Further, CMID shall not sell or transfer the In-Lieu Water Delivered under this Agreement to others or allow the use by others of the In-Lieu Water outside the areas included in the Facility Permit without prior written consent of the Town. CMID may sell, transfer or allow others to use the In-Lieu Water within the area included in the Facility Permit.

6. Indemnification

6.1. CMID shall hold the United States, CAWCD, and the Town harmless from any damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with CMID's control, carriage, handling, use, disposal, or distribution of In-Lieu Water Delivered pursuant to this Agreement. Nothing in this Agreement shall make CMID responsible for or require CMID to indemnify anyone, including the Town, for any degradation of the aquifer associated with use of In-Lieu Water instead of Pumped Groundwater.

6.2. The Town shall hold CMID harmless from any damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the Town's control, carriage, handling, use, disposal, or distribution of In-Lieu Water Delivered pursuant to this Agreement. Nothing in this Agreement shall make the Town responsible for or require the Town to indemnify others, including CMID, for any degradation of the aquifer associated with the use of In-Lieu Water instead of Pumped Groundwater.

6.3. The Town and CMID shall work together to mitigate any costs incurred by either party for any In-Lieu Water ordered, but not Delivered due to the conditions set forth in Sections 2.6, 2.10, or 2.11.

7. Miscellaneous

7.1. Notices. Any notice, demand or request authorized or required by this Agreement shall be deemed to have been given when mailed, postage prepaid, or delivered as follows:

If to the Town:	Water Department Director Town of Marana 11555 W Civic Center Drive Marana, AZ 85653
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If to CMID:	General Manager CMID 12253 W Grier Road Marana, Arizona 85653
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7.2. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for cancelation of contracts in certain instances involving conflicts of interest.

7.3. Governing Law. This Agreement and the rights, duties and obligations of the parties hereto shall be governed and construed in accordance with the substantive laws of the State of Arizona. The characterization hereunder, or by the Director of ADWR, of Pumped Groundwater as groundwater is not binding for any other purpose and is not intended for use and shall not be used as evidence of the validity, invalidity, nature, legal character, extent or relative priority of any water right or source of water in any administrative or judicial proceeding, including, but not limited to, the Arizona General Stream Adjudication, except one arising directly from the Director's determination pursuant to Chapter 3.1, Title 45, Arizona Revised Statutes, regarding whether In-Lieu Water Delivered pursuant to this Agreement was Delivered on a gallon-for-gallon substitute basis in lieu of groundwater that otherwise would have been pumped by recipient CMID from the Tucson Active Management Area.

7.4. Modifications. This Agreement shall only be amended or modified upon the written agreement of the parties; provided, however, that if there are changes in ADWR's current calculation of the accrual of Long-Term Storage Credits at groundwater savings facilities, the parties shall renegotiate the charge for In-Lieu Water payable under this Agreement.

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

The “Town”:

TOWN OF MARANA, an Arizona municipal corporation

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

“CMID”:

CORTARO WATER USERS’ ASSOCIATION, an Arizona corporation, as Agent for CORTARO MARANA IRRIGATION DISTRICT, an Arizona municipal corporation

Herbert Kai, President

APPROVED AS TO FORM:

J. Michael Van Alsborg,
CWUA General Counsel



Council-Regular Meeting

D1

Meeting Date: 09/15/2026

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Jerry Huerstel, Water Resources Administrator

Date: September 15, 2026

Strategic Plan Focus Area:

Not Applicable

Subject: Relating to Water; presentation, discussion, and possible direction on proposed amendments to the Town of Marana Drought Preparedness Plan, adopted by Resolution No. 2023-045 (Heidi Lasham)

Discussion:

The Town of Marana adopted its first drought preparedness plan for the Water Department in 2006, and the plan was most recently amended in 2023. The Water Department proposes amending the 2023 Town of Marana Drought Preparedness Plan's Regional Drought Indicator (Lake Mead Elevation) to reflect the Colorado River Post-2026 Operations.

Additional substantive amendments to Drought Stage Response Measures are also recommended for Council consideration.

Staff Recommendation:

Presentation only.

Suggested Motion:

Council's pleasure.

Attachments

No file(s) attached.
