

TOWN COUNCIL MEETING AGENDA



Tuesday, May 27, 2025

6:00 PM

Sahuarita Town Hall

375 W. Sahuarita Center Way, Sahuarita, AZ 85629

In accordance with A.R.S. § 38-431.02, notice is hereby given to the public that the Sahuarita Town Council will hold a meeting on the date, time, and location specified above. Members of the Town Council will attend either in person or virtually.

To better serve our community, the Sahuarita Council Chambers is wheelchair accessible. Individuals with disabilities may request reasonable accommodations, such as a sign language interpreter, by contacting the Town Clerk's Office at 520-822-8801. Requests should be made no later than three working days prior to the meeting to allow for proper arrangements.

All attendees are expected to observe rules of propriety, decorum, and good conduct. Unauthorized comments from the audience, signs, and disruptive behavior will not be tolerated in the Sahuarita Council Chambers. Violations may result in being banned from this and future meetings. Please remember to turn off or silence all electronic devices during the meeting.

1. Call to Order

2. Invocation

Alex Magallanes, Economic Development Specialist, will give the invocation.

3. Pledge of Allegiance

The Pledge of Allegiance will be led by Julio Bartolini, a 6th grade student at Wrighton Ridge Elementary School.

4. Roll Call

5. Presentations

5.a Recognition of Porter Wilson and Sahuarita Flag Football

Presentation and recognition of Porter Wilson for his contributions to Sahuarita Flag Football.

6. Call to the Public

The public is invited to address the Town Council on any issue listed on the Consent Agenda or any topic that the Council can legally discuss at a future meeting. Each speaker will have a maximum of three minutes to speak. For groups of ten or more attendees, a designated spokesperson may be appointed, and that person will be allowed ten minutes to speak.

Written comments on agenda items may be submitted before the meeting for distribution. According to Arizona Open Meeting Laws, Council Members cannot discuss these items during the meeting, but they can respond to public criticism, request staff review, or suggest future agenda items.

7. Town Council Brief Summary of Current Events

8. Town Manager's Report

Town Manager's Report highlighting employee and department accomplishments, milestones, capital improvement projects, development projects, and town events.

9. **May 2025 Legislative Update**
Presentation, discussion, and possible action regarding the 2025 Legislative Session.
10. **Presentation of the Sahuarita Teen Advisory Council (STAC) End of the Year Report**
11. **Consent Agenda**
 - 11.a **Approval of Minutes**
Approval of the May 12, 2025 Town Council Meeting Minutes
 - 11.b **Resolution No. 2025-0824 IGA SUSD POPAT Course**
Adoption of Resolution No. 2025-0824, approving the form and authorizing the Intergovernmental Agreement between the Town of Sahuarita and the Sahuarita Unified School District No. 30 for the development of a Police Officer Physical Aptitude Test (POPAT) Course at Walden Grove High School.
12. **Discussion and Possible Action**
 - 12.a **Resolution No. 2025-0827 IGA with SUSD for WGHS Traffic Signals Construction/Installation**
Adoption of Resolution No. 2025-0827, approving the form and authorizing the Intergovernmental Agreement between the Town of Sahuarita and the Sahuarita Unified School District No. 30 for the traffic light installation project construction cost sharing at the Walden Grove High School entrance.
 - 12.b **Resolution No. 2025-0821 Fiscal Year 2026 Tentative Budget Adoption**
Presentation, discussion and possible adoption of Resolution No. 2025-0821, adopting a Tentative Budget in the amount of \$109,787,630, adopting the estimated amounts required to meet the public expenses for the Town of Sahuarita for the Fiscal Year 2026, authorizing and directing publication of statements and schedules of the Tentative Budget, together with notice of hearing on said budget and notice of date of final adoption of said budget.
13. **Adjournment**

Any invocation that may be offered before the official start of the Town Council Meeting shall be a voluntary offering of a private citizen to and for the benefit of the Town Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Town Council and do not necessarily represent the religious beliefs or views of the Town Council in part or as a whole. No community member is required to attend or participate in the invocation, and such a decision will have no impact on their right to participate actively in the business of the Town Council.

The Town Council may take action on any item listed on this agenda. The Council may vote to enter an executive session under A.R.S. § 38-431.03 (A) (3) for discussion or consultation with the Town Attorney regarding any matters on the agenda.

Notice to Parents: Meetings of the Mayor and Council are recorded both audio and video. If you allow your child to participate in the Council Meeting, a recording will be made. You have the right to decline consent by not permitting your child to participate. You and your child may also leave the Council Meeting at any time.

DATE: May 27, 2025

TITLE: Recognition of Porter Wilson and Sahuarita Flag Football

SUBJECT: Presentation and recognition of Porter Wilson for his contributions to Sahuarita Flag Football.

FROM: Devin Stalder, Parks & Recreation Director

EXECUTIVE SUMMARY:

Porter Wilson dedicated 35 years to teaching at the Sahuarita Unified School District and made a lasting impact by standardizing the game of flag football. He invented the sonic belt and founded the company "Flag-a-Tag," which manufactured the equipment that revolutionized the sport. Porter also established flag football leagues throughout the region for both boys and girls, helping the sport gain momentum on an international scale. Today, we honor his legacy in celebration of what would have been his 100th birthday on May 8.

STAFF RECOMMENDATION:

Presentation only

SUGGESTED MOTION:

Presentation only.

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☒ Outreach & Communication



☐ Infrastructure & Facilities



☐ Highly Performing Organization



☒ Community Well-being

☐ Other

OTHER/GOALS: N/A

FISCAL IMPACT: N/A

ATTACHMENTS: To be presented at the meeting

DATE: May 27, 2025

TITLE: May 2025 Legislative Update

SUBJECT: Presentation, discussion, and possible action regarding the 2025 Legislative Session

FROM: Mina Marcoss, Management Analyst

EXECUTIVE SUMMARY:

Mina Marcoss, Karen Kruse, and the League have collaborated to have the Management Analyst present updates on recent activity by the 2025 State legislature, focusing on proposed bills that may impact the Town.

STAFF RECOMMENDATION:

None.

SUGGESTED MOTION:

The pleasure of the Council.

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☒ Outreach & Communication



☐ Infrastructure & Facilities



☐ Highly Performing Organization



☐ Community Well-being

☐ Other

OTHER/GOALS: N/A

FISCAL IMPACT: N/A

BACKGROUND/ANALYSIS:

The 57th AZ First Regular Legislative Session gaveled into session on January 13, 2025.

Session deadlines and milestones include:

- 1) Crossover Week - Monday, February 24, 2025 to Friday February 28, 2025.
- 2) Last day for House consideration of Senate Bills and Senate Consideration of House Bills - Friday, March 28, 2025.

3) Adjournment Sine Die - Saturday, April 26, 2025 (Statutory Deadline for Adjournment).

Staff will discuss bills that relate to local control, housing/development, and finance.

An up-to-date Legislative Report has been provided via email to Mayor and Council members, however only selected bills will be discussed at the meeting based upon urgency and priority.

ATTACHMENTS:

Awaiting a legislative update PowerPoint

DATE: May 27, 2025

TITLE: STAC Report 2025

SUBJECT: Presentation of the Sahuarita Teen Advisory Council (STAC) End of the Year Report

FROM: Devin Stalder, Parks & Recreation Director

EXECUTIVE SUMMARY:

The Sahuarita Teen Advisory Council will present their Annual Update highlighting the 2024-2025 term. Highlights will include several activities hosted by STAC and the group's involvement in Town events.

STAFF RECOMMENDATION:

Presentation only

SUGGESTED MOTION:

Presentation only.

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☒ Outreach & Communication



☐ Infrastructure & Facilities



☐ Highly Performing Organization



☐ Community Well-being

☐ Other

OTHER/GOALS: N/A

FISCAL IMPACT: N/A

BACKGROUND/ANALYSIS:

The Sahuarita Teen Advisory Council (STAC) program began in 2007 at the Mayor's request. It was assigned to the Parks & Recreation Department, which provides staff mentors, oversight, facilitation, and a budget. Each March through April, interested youth ages 13-18 can apply for the upcoming program. Applicants indicate their interests and objectives and attend an interview conducted by STAC members and P&R staff. Youth who join the program begin their term in June. They attend an orientation with team building and training in July. They select their presiding officers and committee chairs, and in the early months of the term, the STAC members suggest and discuss the topics they want to undertake.

P&R staff mentors attend meetings to offer insight into processes and timelines that will likely be associated with implementing the project proposals and provide guidance and supervision. STAC members narrow down the topics and determine their assignments. Members should have a general outline of the year's Town Council Agenda Communication plan between August and September. During the program year, STAC members attend meetings, work on topics/projects between meetings, and accomplish tasks to implement their plans. Through the program, STAC members can develop leadership skills, learn to plan, organize, and implement programs within the framework of Town processes and procedures, and gain knowledge of public service. STAC presents its Annual Update to the Mayor and Council at the end of the program term, highlighting its accomplishments.

ATTACHMENTS: None

DATE: May 27, 2025

TITLE: Approval of Minutes

SUBJECT: Approval of the May 12, 2025 Town Council Meeting Minutes

FROM: Lisa Cole, Town Clerk

EXECUTIVE SUMMARY:

State law (A.R.S. §38-431.01) requires public bodies to provide and publish meeting minutes to document discussions and legal action taken by the Town Council. The Council can make any necessary corrections to the meeting minutes before approval.

STAFF RECOMMENDATION:

Staff recommends approval of the minutes.

SUGGESTED MOTION:

I move to approve the minutes as submitted (or amended).

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☒ Outreach & Communication



☐ Infrastructure & Facilities



☐ Highly Performing Organization



☐ Community Well-being

☒ Other

OTHER/GOALS: Sahuarita Town Code Chapter 2.15.20 (Meetings to be Public) and Chapter 2.15.040 (Consent Agenda).

FISCAL IMPACT: N/A

BACKGROUND/ANALYSIS: N/A

ATTACHMENTS:

1. Draft Minutes of the May 12, 2025 Town Council Meeting

TOWN COUNCIL MEETING MINUTES



Date: May 12, 2025

Time: 6:00 PM

Location: Sahuarita Town Hall

375 W. Sahuarita Center Way, Sahuarita, AZ 85629

Members Present: Mayor Tom Murphy, Council Member Steven Gillespie, Council Member Edgar Lytle, Council Member Deborah Morales, Council Member Diane Priolo

Members Absent: Vice Mayor Kara Egbert, Council Member Kimberly Lisk

Also in Attendance: Town Manager Shane Dille, Town Attorney Jon Paladini

1. **Call to Order**

The meeting was called to order by Mayor Tom Murphy at 6:08 PM.

2. **Invocation**

Nathan Barrett, Community Development Deputy Director, gave the invocation.

3. **Pledge of Allegiance**

The Pledge of Allegiance was led by Eva Corneliusen, a 5th-grade student at Wrightson Ridge Elementary School.

4. **Roll Call**

Town Manager Shane Dille called the roll and confirmed that a quorum was present.

5. **Presentations**

5.a **Building Safety Month Proclamation**

A proclamation declaring May 2025 as Building Safety Month.

Mayor Murphy presented Community Development staff members Heather Diaz, Diana Hamburger, Jesus Preciado and Drew Salcido, a proclamation declaring the month of May 2025 as Building Safety Month.

5.b **Global Water Resources Inc. 2025 Annual Report**

Presentation of the Global Water Resources Inc. annual report for Farmers Water Company, Inc. and Saguaro District Water Company, Inc.

Eric Burkett, Regional Manager, and Jon Corwin, Vice President and Operations Manager, of Global Water Resources, presented the annual report for Farmers Water Company, Inc. and Saguaro District Water Company, Inc.

6. Call to the Public

There were no speakers.

7. Town Council and Town Manager Brief Summary of Current Events

The Mayor and Town Council Members reported on current events. Shane Dille, Town Manager, requested Dylan Pruit, Parks & Facilities Manager, to provide to the Council an update on the Anamax Park Splash Pad.

8. Consent Agenda

MOTION was made to approve the Consent Agenda as presented.

MOVER: Council Member Steven Gillespie

SECONDER: Council Member Edgar Lytle

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| AYES: (5): Mayor Tom Murphy, Council Member Steven Gillespie, Council Member Edgar Lytle, Council Member Deborah Morales, and Council Member Diane Priolo |
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| ABSENT: (2): Vice Mayor Kara Egbert, and Council Member Kimberly Lisk |
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RESULT: APPROVED (5 to 0)

8.a Approval of Minutes

Approval of the April 24, 2025 Budget Retreat and April 28, 2025 Town Council Meeting Minutes.

8.b Resolution No. 2025-0818 Addressing IGA with Pima County

Adoption of Resolution No. 2025-0818 approving and authorizing a third amendment to an Intergovernmental Agreement for street naming and addressing services between Pima County and the Town of Sahuarita for the purpose of extending the term for an additional five years to July 7, 2030.

8.c Resolution No. 2025-0820 First Amendment to Non-Exclusive Public Utility Franchise Agreement with Global Water Resources

Adoption of Resolution No. 2025-0820 authorizing the Town of Sahuarita to enter into a First Amendment to Non-Exclusive Public Utility Franchise Agreement naming Global Water-Saguaro District Water Company, Inc. as successor-in-interest to Global Water-Las Quintas Serenas Water Company, Inc.

8.d Contact No. 250061 with FlexPrint, LLC

Approval of Contract No. 250061 with FlexPrint, LLC, for copiers, maintenance, and lease services, beginning April 28, 2025 and ending April 27, 2030 in an amount not to exceed \$172,000.00.

9. Discussion and Possible Action

9.a Ordinance No. 2025-183 for Roadway and Railroad Crossing Closure and Abandonment

Discussion and possible adoption of Ordinance No. 2025-183, authorizing the abandonment of certain at-grade railroad crossings located at DOT# 742155R and 742154J in the Town of Sahuarita.

Galo Galovale, Public Works Director, presented on the proposed abandonment of two existing at-grade railroad crossings on Twin Buttes Road. He explained that these closures became eligible following the opening of the El Toro Road Extension. The closures are required under the terms of the Public Highway At-Grade Crossing Agreement between the Town and Union Pacific Railroad, dated July 10, 2024. Abandoning these crossings is necessary to facilitate the construction of a new at-grade crossing at El Toro Road and Rancho Sahuarita Boulevard. Mr. Galovale responded to questions from the Council.

MOTION was made to approve Ordinance No. 2025-183.

MOVER: Council Member Edgar Lytle

SECONDER: Council Member Diane Priolo

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| AYES: (5): Mayor Tom Murphy, Council Member Steven Gillespie, Council Member Edgar Lytle, Council Member Deborah Morales, and Council Member Diane Priolo |
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| ABSENT: (2): Vice Mayor Kara Egbert, and Council Member Kimberly Lisk |
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RESULT: APPROVED (5 to 0)

9.b License and Right-of-Way Agreement with Wyverd Connect, LLC.

Approval of a wired telecommunications license and right-of-way use agreement between the Town of Sahuarita and Wyverd Connect, LLC to install, operate, and maintain fiber optic cable infrastructure within town-owned and operated right-of-way properties.

Galo Galovale, Public Works Director, introduced Jason Tamura, Director of Market Development and Planning for Wyverd Connect, LLC. Mr. Tamura provided an overview of Wyverd's plans to expand its fiber internet services to the Town of Sahuarita. He noted that Wyverd's network spans from Nogales to Marana and emphasized that the expansion into Sahuarita would provide residents and businesses with greater connectivity options and access to the

latest fiber technology. Mr. Tamura responded to questions from the Town Council and Town Manager Shane Dille.

MOTION was made to approve the License and Right-of-Way Use Agreement with Wyverd Connect, LLC.

MOVER: Council Member Edgar Lytle

SECONDER: Council Member Steven Gillespie

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| AYES: (5): Mayor Tom Murphy, Council Member Steven Gillespie, Council Member Edgar Lytle, Council Member Deborah Morales, and Council Member Diane Priolo |
| ABSENT: (2): Vice Mayor Kara Egbert, and Council Member Kimberly Lisk |

RESULT: APPROVED (5 to 0)

10. Study Session

10.a Economic Development Incentives

Presentation, introduction, and discussion of Economic Development Incentives.

Victor Gonzalez, Economic Development & Public Affairs Director, provided an overview and facilitated a study session on economic development incentives, emphasizing their role in promoting economic growth, job creation, and community development. He explained that incentives are implemented through a variety of tools designed to attract and support business investment in the Town.

Mr. Gonzalez emphasized that all incentive programs and activities should align with the goals and strategies outlined in the Town's Economic Development Master Plan. He noted that incentives may include both financial and non-financial benefits aimed at attracting and retaining businesses.

Mr. Gonzalez responded to questions from the Council. Mayor Murphy and Council Members Morales, Lytle, Priolo, and Gillespie expressed their support for the use of economic development incentives. Town Manager Shane Dille emphasized the importance of applying these incentives consistently across the community to ensure fairness and transparency.

Following Mr. Gonzalez' presentation, Town Attorney Jon Paladini provided an overview of the Arizona gift clause, highlighting key considerations for ensuring compliance with the clause, including restrictions on the use of public funds for private benefits. Mr. Paladini also discussed best practices for structuring economic incentives within the framework of the Gift Clause, drawing on recent case law to illustrate its application.

11. Adjournment

The meeting was adjourned at 8:09 PM.

DATE: May 27, 2025

TITLE: Resolution No. 2025-0824 IGA SUSD POPAT Course

SUBJECT: Adoption of Resolution No. 2025-0824, approving the form and authorizing the Intergovernmental Agreement between the Town of Sahuarita and the Sahuarita Unified School District No. 30 for the development of a Police Officer Physical Aptitude Test (POPAT) Course at Walden Grove High School.

FROM: John Noland, Chief of Police

EXECUTIVE SUMMARY:

This contract between the SUSD and SPD states that the SPD will donate three police vehicles, with attached equipment, to the Law and Public Safety Program at WGHS and the SUSD Safety Department. In exchange, WGHS will allow SPD to use the former Joint Technical Education District facility for the purpose of testing new Police Officer recruits for POPAT (Police Officer Physical Aptitude Test).

STAFF RECOMMENDATION:

Staff recommend adoption of Resolution No. 2025-0824.

SUGGESTED MOTION:

I move to adopt Resolution No. 2025-0824.

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☒ Outreach & Communication



☐ Infrastructure & Facilities



☐ Highly Performing Organization



☒ Community Well-being

☐ Other

OTHER/GOALS: N/A

FISCAL IMPACT: N/A

BACKGROUND/ANALYSIS: N/A

Detailed in the Executive Summary.

ATTACHMENTS:

1. Resolution No. 2025-0824
2. IGA SUSL POPAT Course

SAHUARITA RESOLUTION NO. 2025-0824

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SAHUARITA UNIFIED SCHOOL DISTRICT AND THE TOWN OF SAHUARITA FOR THE DEVELOPMENT OF A POLICE OFFICER APTITUDE TEST (POPAT) COURSE AT WALDEN GROVE HIGH SCHOOL AND FOR THE DONATION OF THREE (3) POLICE VEHICLES AND ASSOCIATED EQUIPMENT BY THE TOWN.

WHEREAS, the Town of Sahuarita, Arizona, (“Town”), desires to enter into an Intergovernmental Agreement between the Town and Sahuarita Unified School District No. 30, an Arizona unified school district, (“District”), outlining the terms and conditions between the Town and the District related to development of a police officer aptitude test (POPAT) course at Walden Grove High School and for the donation of three (3) police vehicles and associated equipment by the Town (“IGA”).

WHEREAS, the Town is authorized by A.R.S. § 11-951, *et. seq.*, to enter into intergovernmental agreements; and

WHEREAS, the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS, the Mayor and Council of the Town of Sahuarita have determined that acceptance of the IGA between the Town and the District will benefit the residents of the Town of Sahuarita and is in the Town's best.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

Section 1. The Town of Sahuarita is hereby authorized to enter into the IGA between the Town of Sahuarita and the Sahuarita Unified School District No. 30. A copy of the IGA is attached hereto as **Exhibit “A”** and incorporated herein by this reference.

Section 2. The Mayor, Town Manager, and Town Attorney are authorized to perform all acts necessary for the purposes described in this Resolution on behalf of the Town.

- Section 3.** The Town staff is hereby authorized and directed to take all steps necessary to implement the Intergovernmental Agreement and give it effect.
- Section 4.** The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.
- Section 5.** All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution. All internal references within the town code to any affected provision are hereby updated.
- Section 6.** If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED and ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 27th day of May 2025.

Mayor Tom Murphy

CERTIFICATION OF RECORDING OFFICER

State of Arizona)
County of Pima) ss.

I, the undersigned, Lisa Cole, MMC, being the duly appointed, qualified Town Clerk of the Town of Sahuarita, Pima County, Arizona, certify that the foregoing resolution is a true, correct, and accurate copy of Resolution No. 2025-0824, passed and adopted at a Voting Meeting of the Council of the Town of Sahuarita, Pima County, Arizona, held on the 27th day of May 2025, at which a quorum was present, and by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this 27th day of May 2025.

SEAL:

Lisa Cole, MMC
Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

EXHIBIT A

Intergovernmental Agreement

[See following pages.]

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30 AND
TOWN OF SAHUARITA FOR
THE DEVELOPMENT OF A POLICE OFFICER PHYSICAL APTITUDE TEST
(POPAT) COURSE AT WALDEN GROVE HIGH SCHOOL**

This Intergovernmental Agreement (“Agreement”) entered into, pursuant to A.R.S. § 11-952, between the Town of Sahuarita, a municipal corporation of the State of Arizona, (“Town”), and Sahuarita Unified School District No. 30, an Arizona unified school district (“District”) (collectively, the “parties”) is hereby entered into and shall be effective on the last signature date set forth below..

RECITALS

WHEREAS the Town and the District desire to enter into this Intergovernmental Agreement on behalf of their respective operations; and

WHEREAS the Town is authorized to establish and regulate a police department pursuant to A.R.S. § 9-240(B)(12), and is authorized by A.R.S. § 11-951, *et. seq.*, to enter into intergovernmental agreements; and

WHEREAS the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS the District and the Town recognize the value of police officer recruitment, the physical well-being of police officers, and support of the Law and Public Safety program at Walden Grove High School; and

WHEREAS the District desires the Town to donate three police vehicles and related equipment to the Law and Public Safety Program to assist in the education of students into the field of criminal justice, in exchange for utilizing the former JTED facility at Walden Grove High School for police officer testing and recruitment, to include the paving of a 99-yard obstacle course.

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

1. **Agreement.** The Town shall donate three (3) police vehicles and attached equipment as determined by the Town to be used for training and educational purpose in the Law and Public Safety program at Walden Grove High School and the SUSD Safety Department. In exchange, the District will allow the Town the use of the former JTED (Joint Technical Education District) facility at Walden Grove High School (the “Property”) for the purpose of testing new police officer recruits. This will include the paving of the obstacle course of which the expense will be covered by the District.

2. **Term and Termination.** This Agreement shall commence on the date following execution and approval by the governing bodies of each of the parties and shall continue through June 30, 2025, unless terminated, cancelled, or extended as otherwise provided herein. This Agreement may be terminated without cause by either party upon thirty (30) days' prior written notice. At least (thirty) 30 days prior to the expiration of this Agreement, the parties agree to amend this Agreement, in writing, extending the term beyond June 30, 2035. This Agreement may be renewed, in writing, at the commencement of the ten (10) year period.

3. **Use of the Property.** The Town shall have nonexclusive use of the Property during the term of this Agreement. The District may use the Property for its own educational purposes, but the use of the Property by the Town shall have priority over any use by the District or any other person. The Town shall consult with the District before erecting any permanent improvements or structures on the Property. Except for the paving described herein, the placement and maintenance of any permanent improvements on the Property by the Town shall be at the expense of the Town. The parties shall consult and cooperate in connection with the provision of security for the Property and any improvements and equipment placed thereon. The Town shall endeavor to use the Property in such a manner so as not to interfere with the educational functions of the District on the Walden Grove High School campus adjacent to the Property.

4. **Relationship of Parties.**

A. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.

B. The Town understands that the District is responsible for the safety of students on campus during the school day. If the District receives information from any credible source indicating that any person associated with the police department while utilizing the obstacle course/property may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the police department. If the police department receives information from any credible source indicating that any person associated with the utilizing the obstacle course/property may have engaged in unprofessional, illegal, or immoral conduct, the police department will immediately provide such information, as allowed by law, to the District.

5. **Costs and Payment.** Except as provided in Section 5, there shall be no obligatory costs for either the District or the police department once the exchange of equipment and completion of the obstacle course.

6. **Provision of Equipment.** The Town agrees to donate the following equipment to the District in exchange for paving a ninety-nine-yard portion of the obstacle course.

- 2016 Ford Explorer (black/white) Vehicle #1601
- 2014 Ford Explorer (black/white) Vehicle #740
- 2015 Chevy Tahoe (black/white) Vehicle #765

In performing their obligations under this Agreement, each Party shall be responsible for the

provision and maintenance of its own equipment, materials and supplies except in cases of emergency wherein it appears to the officers and employees immediately involved that the sharing or use of equipment owned or furnished by another Party is necessary or proper, or as may otherwise be provided for in this Agreement.

7. **Termination: Disposition of Property Thereupon.** Upon termination, all property or equipment used by the parties in the performance of their responsibilities under this Agreement shall remain the property of the party that purchased the property or equipment.

8. **Status Meetings.** By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement and addressing any problems that have come to the parties' attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement. All amendments to this Agreement must be in writing and approved by the Town of Sahuarita Law Department.

9. **Entire Agreement: Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

10. **Notices.** Formal notices, demands and communication between the Town and the District shall be deemed sufficiently given if hand delivered or dispatched by mail, return receipt requested, postage prepaid, and addressed as follows:

TOWN:

Town of Sahuarita
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Town Manager

With a copy to:

Sahuarita Town Attorney
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Jon Paladini, Esq.

DISTRICT:

Sahuarita Unified School District
350 W. Sahuarita Road
Sahuarita, Arizona 85629

With a copy to:

Deconcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway Blvd., #200
Tucson, Arizona 85716
Attn: Gary F. Urman

11. **Cancellation.** The Town and the District acknowledge that this Agreement is

subject to cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

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

13. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

14. **Indemnification and Insurance.** To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns ("Indemnified Group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "Claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the Indemnified Group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the Indemnified Group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers, provided, however, that the indemnitor shall have no obligation to indemnify the Indemnified Group for the Indemnified Group's passive negligence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Agreement, and neither the insurance provisions nor the indemnity provisions shall be construed in any way to limit the scope, magnitude, or enforcement of the other provisions. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this IGA shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 7 shall survive termination of this IGA.

Each Party shall maintain property and liability insurance through its respective insurance risk pool. A Party's insurance shall be primary insurance as to its owned property or fixtures.

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

15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

16. **Governing Law, Forum.** It is mutually understood and agreed that this Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provision thereof, will be instituted only in Pima County Superior Court.

17. **No Assignment.** Neither party shall assign or otherwise transfer this Agreement or its rights or duties hereunder without the prior written consent of the other party. Any such assignment or other transfer, either voluntary or by operation of law, shall be void.

18. **Approval by Parties.** Before this Agreement shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this Agreement, it shall be null and void with no effect whatsoever.

19. **Severability.** In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

20. **Surviving Provisions.** All accrued obligations, including but not limited to costs of repairs, as of the termination of this Agreement, all obligations under Section 9 of this Agreement and such other provisions of this Agreement necessary to enforce the forgoing surviving provisions shall survive expiration or other termination of this Agreement.

21. **Non-Waiver.** The failure of a Party to insist in any one or more instance upon the full complete compliance with any of the terms and provisions of this Agreement to take any action permitted as a result thereof shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

22. **Amendments.** This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Town and District.

23. **Time of Essence.** Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

24. **Provisions Required By Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement will promptly be physically amended to make such insertion or correction.

25. **Waiver of Attorney's Fees; Court Costs.** The parties hereto expressly covenant and agree

that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.

26. **WAIVER OF JURY TRIAL.** EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. WITH RESPECT TO ANY MATTER FOR WHICH A JURY TRIAL CANNOT BE WAIVED, THE PARTIES AGREE NOT TO ASSERT ANY SUCH CLAIM AS A COUNTERCLAIM IN, NOR MOVE TO CONSOLIDATE SUCH CLAIM WITH, ANY ACTION OR PROCEEDING IN WHICH A JURY TRIAL IS WAIVED. THE PROVISIONS OF THIS SECTION 31 SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

27. **Entire Agreement: Interpretation: Parol Evidence.** This Agreement shall be for the benefit of and binding upon the Parties hereto and their successors and assigns. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

28. **No Third-Party Beneficiary.** This Agreement shall not create any third-party beneficiary rights to any person or entity who is not a party to this Agreement unless expressly provided to the contrary in this Agreement (and then only to the extent so provided).

29. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

30. **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 counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

31. **Force Majeure.** The performance of any Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or work stoppages required by governmental authorities including without limitation the Arizona Department of

Transportation or acts of terrorism. Changes in market conditions shall not be considered Force Majeure events.

32. **Computation of Time.** In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day, which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized. The parties hereto have executed this Agreement as of the date and year last set forth below.

TOWN OF SAHUARITA, ARIZONA,
a municipal corporation,

By _____
Mayor Tom Murphy

DATE: _____

APPROVED AS TO FORM:

ATTEST:

By _____
Jon Paladini, Town Attorney

By _____
Lisa Cole, Town Clerk

SAHUARITA UNIFIED SCHOOL
DISTRICT NO. 30

By _____
Manuel O. Valenzuela, Ed.D.
Superintendent

DATE: _____

ATTEST:

Betsy Palacios, District Assistant

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Town of Sahuarita and Sahuarita Unified School District No. 30 has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

TOWN OF SAHUARITA:

By _____
Jon Paladini, Town Attorney

SAHUARITA UNIFIED SCHOOL DISTRICT
NO. 30:

By _____ 5-14-2025
Gary F. Urman, Attorney for the
District

DATE: May 27, 2025

TITLE: Resolution No. 2025-0827 IGA with SUSD for WGHS Traffic Signals Construction/Installation

SUBJECT: Adoption of Resolution No. 2025-0827, approving the form and authorizing the Intergovernmental Agreement between the Town of Sahuarita and the Sahuarita Unified School District No. 30 for the traffic light installation project construction cost sharing at the Walden Grove High School entrance.

FROM: Galovale Galovale, Public Works Director/Town Engineer

EXECUTIVE SUMMARY:

The purpose of this project is the construction and installation of new traffic signals at the Sahuarita Road/Sahuarita Park Road/Delgado Road intersection. The intersection is located on Sahuarita Road, east of Nogales Highway and south of the Walden Grove High School. The intersection provides the main access to the Walden Grove High School.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 2025-0827.

SUGGESTED MOTION:

I move to adopt Resolution No. 2025-0827.

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☐ Outreach & Communication



☒ Infrastructure & Facilities



☐ Highly Performing Organization



☒ Community Well-being

☐ Other

OTHER/GOALS:

FISCAL IMPACT: N/A

BACKGROUND/ANALYSIS:

The construction phase of this project encompasses the physical installation, comprehensive inspection, and rigorous testing of the new traffic signal system, ensuring full compliance with approved designs, industry best practices, and all applicable state, federal, and local regulations. Initially, the site will undergo thorough preparation, including precise verification of existing utility locations to prevent conflicts, meticulous clearing and grubbing, and careful excavation for the installation of foundations, conduits, and related infrastructure. Erosion control measures will be implemented proactively to safeguard the surrounding environment, and a detailed traffic control plan will be executed to maintain safe and efficient traffic flow throughout the construction process. A pre-construction meeting will be conducted with all stakeholders to establish a clear understanding of the project schedule, safety protocols, and quality control requirements.

The subsequent installation process will involve the precise placement of foundations for signal poles, mast arms, and other equipment, adhering strictly to approved design plans and specifications. This includes ensuring the correct type, size, and depth of foundations, along with thorough soil testing and compaction to guarantee stability. Conduit and wiring installation will be carried out, encompassing both underground and above-ground systems, with meticulous attention to conduit size, type, and depth, as well as the accurate pulling and termination of all wiring and cabling. The erection of signal poles and mast arms will be performed in accordance with approved designs, ensuring plumbness and secure anchorage. Signal heads for vehicular and pedestrian traffic, vehicle detection systems, emergency vehicle preemption systems, signal controllers and cabinets, and battery backup systems will all be installed with precision and tested for functionality. Furthermore, a communications system will be installed to facilitate efficient signal monitoring and control. System testing and activation will involve rigorous evaluation of all components and the complete integrated system under various traffic conditions, culminating in a final inspection and system activation in coordination with the Town of Sahuarita. Finally, all areas disturbed by construction will be meticulously restored to their original condition, and comprehensive documentation and training on the operation and maintenance of the traffic signal system will be provided to the Town of Sahuarita personnel.

ATTACHMENTS:

1. Resolution No. 2025-0827
2. IGA with SUSD for WGHS Traffic Signal Construction/Installation

SAHUARITA RESOLUTION NO. 2025-0827

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF SAHUARITA, ARIZONA, APPROVING THE FORM OF AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF COSTS RELATED TO THE CONSTRUCTION OF A TRAFFIC LIGHT AT WALDEN GROVE HIGH SCHOOL.

WHEREAS, the Town of Sahuarita, Arizona, (“Town”), desires to enter into an Intergovernmental Agreement between the Town and Sahuarita Unified School District No. 30, an Arizona unified school district, (“District”), outlining the terms and conditions between the Town and the District related the sharing of construction costs related to the installation of a traffic light on Sahuarita Road at the entrance to Walden Grove High School (“IGA”).

WHEREAS, the Town is authorized by A.R.S. § 11-951, *et. seq.*, to enter into intergovernmental agreements; and

WHEREAS, the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS, the Mayor and Council of the Town of Sahuarita have determined that acceptance of the IGA between the Town and the District will benefit the residents of the Town of Sahuarita and is in the Town's best interest.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

- Section 1.** The Town of Sahuarita is hereby authorized to enter into the IGA between the Town of Sahuarita and the Sahuarita Unified School District No. 30. A copy of the IGA is attached hereto as **Exhibit “A”** and incorporated herein by this reference.
- Section 2.** The Mayor, Town Manager, and Town Attorney are authorized to perform all acts necessary for the purposes described in this Resolution on behalf of the Town.
- Section 3.** The Town staff is hereby authorized and directed to take all steps necessary to implement the Intergovernmental Agreement and give it effect.
- Section 4.** The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 5. All resolutions or motions and parts of resolutions or motions of the Town Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution. All internal references within the town code to any affected provision are hereby updated.

Section 6. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED and ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona, this 27th day of May 2025.

Mayor Tom Murphy

CERTIFICATION OF RECORDING OFFICER

State of Arizona)
County of Pima) ss.

I, the undersigned, Lisa Cole, MMC, being the duly appointed, qualified Town Clerk of the Town of Sahuarita, Pima County, Arizona, certify that the foregoing resolution is a true, correct, and accurate copy of Resolution No. 2025-0827, passed and adopted at a Voting Meeting of the Council of the Town of Sahuarita, Pima County, Arizona, held on the 27th day of May 2025, at which a quorum was present, and by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this 27th day of May 2025.

SEAL:

Lisa Cole, MMC
Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30 AND
TOWN OF SAHUARITA FOR
COST-SHARING OF COSTS RELATED TO THE CONSTRUCTION OF A TRAFFIC
LIGHT AT WALDEN GROVE HIGH SCHOOL**

[See following pages.]

**INTERGOVERNMENTAL AGREEMENT BETWEEN
SAHUARITA UNIFIED SCHOOL DISTRICT NO. 30 AND
TOWN OF SAHUARITA FOR TRAFFIC LIGHT INSTALLATION PROJECT
CONSTRUCTION COST SHARING**

This Intergovernmental Agreement (“Agreement”) entered into this ____ day of _____, 2025, by and between the Town of Sahuarita, a municipal corporation of the State of Arizona, (“Town”), and Sahuarita Unified School District No. 30, an Arizona unified school district (“District”) pursuant to A.R.S. § 11-952.

RECITALS

WHEREAS, the Town and the District desire to enter into this intergovernmental agreement on behalf of their respective operations; and

WHEREAS, the District is a public school district of the State of Arizona and is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et. seq.*, and A.R.S. § 15-342; and

WHEREAS, the Town and the District desire that a traffic signal on Sahuarita Road at the entrance to Walden Grove High School driveway, which work is more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the “Project”); and

WHEREAS, the Town will handle procurement, contracting, and project management aspects and the District will contribute a sum to assist in financing the construction of the Project as set forth below; and

WHEREAS, the Town and the District intend in good faith to enter into a separate agreement to share the costs of construction and installation of the Project.

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

1. **Town’s Obligations Related to the Project.** The Town shall handle all procurement, contracting, and project management aspects related to the Project.

2. **District’s Obligations Related to the Project.** When the School Facilities Board approves the funding, the District shall contribute One Hundred Forty-Eight Thousand and One Hundred and Five Dollars and Fifty-Two Cents (\$148,105.52) toward the construction of the Project. A separate cost sharing Agreement was entered into between the Town and the District for costs related to the design of the Project.

3. **Relationship of Parties.** The Town shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.

4. **Costs and Payment.** The District agrees to pay the Town up to \$148,105.52 upon completion of the construction of the Project and within thirty (30) days of receipt of a written request from the Town for payment. A separate cost sharing Agreement will be entered into between the Town and the District for costs related to the construction and installation of the Project.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

6. **Entire Agreement; Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms may not be modified or changed except in writing signed by both parties.

7. **Notices.** Formal notices, demands and communication between the Town and the District shall be deemed sufficiently given if hand delivered or dispatched by mail, return receipt requested, postage prepaid, and addressed as follows:

TOWN:

Town of Sahuarita
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Town Manager

With a copy to:

Sahuarita Town Attorney
375 W. Sahuarita Center Way
Sahuarita, Arizona 85629
Attn: Jon Paladini, Esq.

DISTRICT:

Sahuarita Unified School District
350 W. Sahuarita Road
Sahuarita, Arizona 85629

With a copy to:

Deconcini McDonald Yetwin & Lacy, P.C.
2525 E. Broadway Blvd., #200
Tucson, Arizona 85716
Attn: Spencer Smith

8. **Legal Worker Requirements.** The parties warrant their respective compliance with all federal immigration laws and regulations relating to their respective employees and each party respectively warrants its respective compliance with A.R.S. § 23-214, subsection A. Any breach of the warranties under this paragraph will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

9. **Resolution of Disputes.** In the event a dispute for any reason arises and pursuant to A.R.S. § 15-154(F), the parties shall meet and discuss within three (3) business days. Any dispute not resolved by mutual agreement of the parties shall be decided in accordance with the applicable Arizona laws.

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

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

12. **Compliance with Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

13. **Indemnification and Mutual Defense.** Each party (as "Indemnitor") agrees to the extent permissible under Arizona law to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers arising out of the activities under this Agreement. If a claim or claims by third parties become subject to this indemnity provision, the Parties shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section **Error! Reference source not found.** shall survive termination of this IGA.

14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties hereto have severally given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

TOWN OF SAHUARITA, ARIZONA,
a municipal corporation,

By _____
Mayor Tom Murphy

APPROVED AS TO FORM:

ATTEST:

By _____
Jon Paladini, Town Attorney

By _____
Lisa Cole, Town Clerk

SAHUARITA UNIFIED SCHOOL
DISTRICT NO. 30

By _____
Manuel O. Valenzuela, Ed.D.
Superintendent

ATTEST:

Betsy Palacios, District Assistant

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between the Town of Sahuarita and Sahuarita Unified School District No. 30 has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

TOWN OF SAHUARITA:

By _____
Jon Paladini, Town Attorney

SAHUARITA UNIFIED SCHOOL DISTRICT
NO. 30:

By _____
Gary Urman, Attorney for the District

EXHIBIT A

PROJECT SCOPE OF WORK

Technical Scope of Work: Installation of a Traffic Signal on Sahuarita Road at the intersection of Sahuarita Road at Delgado Street and Sahuarita Park Road. Walden Grove High School

Project Overview: This project will install a new traffic signal on Sahuarita Road at the intersection of Sahuarita Park Road and Delgado Street, near Walden Grove High School, to improve traffic safety.

Scope: Construction Phase (June 2025 to August 2025)

The construction phase of this project encompasses the physical installation, comprehensive inspection, and rigorous testing of the new traffic signal system, ensuring full compliance with approved designs, industry best practices, and all applicable state, federal, and local regulations. Initially, the site will undergo thorough preparation, including precise verification of existing utility locations to prevent conflicts, meticulous clearing and grubbing, and careful excavation for the installation of foundations, conduits, and related infrastructure. Erosion control measures will be implemented proactively to safeguard the surrounding environment, and a detailed traffic control plan will be executed to maintain safe and efficient traffic flow throughout the construction process. A pre-construction meeting will be conducted with all stakeholders to establish a clear understanding of the project schedule, safety protocols, and quality control requirements.

The subsequent installation process will involve the precise placement of foundations for signal poles, mast arms, and other equipment, adhering strictly to approved design plans and specifications. This includes ensuring the correct type, size, and depth of foundations, along with thorough soil testing and compaction to guarantee stability. Conduit and wiring installation will be carried out, encompassing both underground and above-ground systems, with meticulous attention to conduit size, type, and depth, as well as the accurate pulling and termination of all wiring and cabling. The erection of signal poles and mast arms will be performed in accordance with approved designs, ensuring plumbness and secure anchorage. Signal heads for vehicular and pedestrian traffic, vehicle detection systems, emergency vehicle preemption systems, signal controllers and cabinets, and battery backup systems will all be installed with precision and tested for functionality. Furthermore, a communications system will be installed to facilitate efficient signal monitoring and control. System testing and activation will involve rigorous evaluation of all components and the complete integrated system under various traffic conditions, culminating in a final inspection and system activation in coordination with the Town of Sahuarita. Finally, all areas disturbed by construction will be meticulously restored to their original condition, and comprehensive documentation and training on the operation and maintenance of the traffic signal system will be provided to the Town of Sahuarita personnel.

ATE: May 27, 2025

TITLE: Resolution No. 2025-0821 Fiscal Year 2026 Tentative Budget Adoption

SUBJECT: Presentation, discussion and possible adoption of Resolution No. 2025-0821, adopting a Tentative Budget in the amount of \$109,787,630, adopting the estimated amounts required to meet the public expenses for the Town of Sahuarita for the Fiscal Year 2026, authorizing and directing publication of statements and schedules of the Tentative Budget, together with notice of hearing on said budget and notice of date of final adoption of said budget.

FROM: A.C. Marriotti, Finance Director

EXECUTIVE SUMMARY:

Presented for your approval is the Fiscal Year 2026 Tentative Budget for the Town of Sahuarita in the amount of \$109,787,630. Pursuant to State Law, the Town Council must approve a tentative budget for public review and comment before the final budget may be approved. The Tentative Budget sets the maximum budget limit for the year. The Tentative Budget must be prepared on forms prescribed by the Arizona Auditor General.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 2025-0821.

SUGGESTED MOTION:

I move to adopt Resolution No. 2025-0821.

STRATEGIC PLAN:



☐ Economic Expansion & Placemaking



☒ Outreach & Communication



☐ Infrastructure & Facilities



☒ Highly Performing Organization



☐ Community Well-being

☒ Other

OTHER/GOALS: Compliance with A.R.S. § 42-17101 and § 42-17102.

FISCAL IMPACT:

Will establish 2026 Tentative Budget in the amount of \$109,787,630.

BACKGROUND/ANALYSIS:

Staff will provide the Council and public a presentation on the Tentative Budget. The presentation will be much more abbreviated than that presented during the Budget Retreat on April 24.

Budget Changes

In response to feedback received during the prior Council meetings and due to updated information, the following changes were made to the Town Manager Recommended Budget and were incorporated into the Tentative Budget.

- 1. Departmental expenditure adjustments stemming from corrected and new information obtained since the Budget Retreat [no net impact at the fund level]:

General Fund

| | |
|--|-----------|
| Community Development-Corrected FTE (-0.5), payroll | -\$50,000 |
| Finance & Technology-Az Dept of Revenue system upgrade obligation | +\$30,000 |
| Parks & Recreation-Engineered wood fiber for QCVMPark (safety issue) | +\$20,000 |

- 2. The Rancho Sahuarita CFD District Engineer informed us that District infrastructure (roadways and sewer lines) was completed recently and is subject to acquisition this fiscal year instead of next year as assumed during the Budget Retreat:

Rancho Sahuarita CFD Fund

| | |
|---|--------------|
| Beginning Balances | -\$8,176,750 |
| Capital Outlay-Infrastructure acquisition | -\$8,176,750 |

The change in the Rancho Sahuarita CFD above lowers financing sources in 2026 by \$8,176,250. As such, the overall budget amount presented to Council during the Budget Retreat will be lower by this amount.

Next Steps

If the Tentative Budget is approved a public hearing will be scheduled for the June 23rd Council meeting after which the Council may adopt the 2026 Budget. Public notice for this meeting will be published in accordance with State law. The Council may still make changes to the budget at the June 23rd meeting. The only limitation is that the final budget may not exceed the Tentative Budget amount.

Reference Material

Town Manager Recommended Budget Book: <https://town-sahuarita-az-budget-book.cleargov.com/20265>

ATTACHMENTS:

- 1. Resolution No. 2025-0821

SAHUARITA RESOLUTION NO. 2025-0821

A RESOLUTION OF THE TOWN OF SAHUARITA, ARIZONA, ADOPTING A TENTATIVE BUDGET IN THE AMOUNT OF \$109,787,630 ADOPTING THE ESTIMATED AMOUNTS REQUIRED TO MEET THE PUBLIC EXPENSES FOR THE TOWN OF SAHUARITA FOR THE FISCAL YEAR 2026, AUTHORIZING AND DIRECTING PUBLICATION OF STATEMENTS AND SCHEDULES OF THE TENTATIVE BUDGET, TOGETHER WITH NOTICE OF HEARING ON SAID BUDGET AND NOTICE OF DATE OF FINAL ADOPTION OF SAID BUDGET.

WHEREAS, pursuant to A.R.S. § 42-17101 and § 42-17102, cities and towns are required to prepare an annual budget containing estimated expenditures/expenses and projected revenues on forms developed by the Office of the Auditor General; and

WHEREAS, in accordance with A.R.S. § 42-17103, the governing body shall publish said forms and a notice of a public hearing once a week for at least two consecutive weeks after the estimates are tentatively adopted in a newspaper of general circulation in the Town; and

WHEREAS, the Mayor and Council held a meeting on April 24, 2025, to review the Manager Recommended Budget and make adjustments as deemed warranted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Sahuarita, Arizona, as follows:

- Section 1.** The estimates of revenues and expenditures/expenses, hereinafter set forth in Exhibit “A” are hereby adopted as the tentative budget for the Town of Sahuarita, Arizona for the fiscal year 2026.
- Section 2.** The estimates of revenues and expenditures/expenses, as hereinafter set forth, together with a notice that the Town Council shall meet for the purpose of the public hearing from taxpayers to adopt the final budget for the Town of Sahuarita, Arizona for the fiscal year 2026 on or before the 3rd Monday of August 2025, are hereby authorized and directed to be published in the manner prescribed by law.
- Section 3.** All orders or resolutions in conflict are, to the extent of such conflict, hereby repealed, and this resolution be in full force and effect immediately upon its adoption, and that this resolution shall be recorded in the office of the Pima County Recorder.

PASSED and ADOPTED by the Mayor and Council of the Town of Sahuarita, Arizona,
this 27th day of May 2025.

Mayor Tom Murphy

CERTIFICATION OF RECORDING OFFICER

State of Arizona)
County of Pima) ss.

I, the undersigned, Lisa Cole, MMC, being the duly appointed, qualified Town Clerk of the Town of Sahuarita, Pima County, Arizona, certify that the foregoing resolution is a true, correct, and accurate copy of Resolution No. 2025-0821, passed and adopted at a Voting Meeting of the Council of the Town of Sahuarita, Pima County, Arizona, held on the 27th day of May 2025, at which a quorum was present, and by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this 27th day of May 2025.

SEAL:

Lisa Cole, MMC
Town Clerk

APPROVED AS TO FORM:

Jon Paladini, Town Attorney

EXHIBIT “A”

TOWN OF SAHUARITA
SUMMARY SCHEDULE OF ESTIMATED REVENUES AND
EXPENDITURES/EXPENSES
FISCAL YEAR 2026

[See following pages.]

Town of Sahuarita, Arizona
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

| Fiscal year | S c h | | Funds | | | | | | | |
|-------------|--|------|--------------|-----------------------|-------------------|-----------------------|----------------|----------------------------|------------------------|-----------------|
| | | | General Fund | Special Revenue Funds | Debt Service Fund | Capital Projects Fund | Permanent Fund | Enterprise Funds Available | Internal Service Funds | Total all funds |
| 2025 | Adopted/adjusted budgeted expenditures/expenses* | E 1 | 64,467,730 | 25,374,370 | 0 | 14,088,980 | 0 | 15,840,570 | 0 | 119,771,650 |
| 2025 | Actual expenditures/expenses** | E 2 | 26,011,000 | 16,892,300 | 0 | 9,366,740 | 0 | 12,264,530 | 0 | 64,534,570 |
| 2026 | Beginning fund balance/(deficit) or net position/(deficit) at July 1*** | 3 | 44,600,530 | 8,470,510 | 0 | 1,423,090 | 0 | 94,060 | 0 | 54,588,190 |
| 2026 | Primary property tax levy | B 4 | 0 | | | | | | | 0 |
| 2026 | Secondary property tax levy | B 5 | | 2,762,910 | | | | | | 2,762,910 |
| 2026 | Estimated revenues other than property taxes | C 6 | 30,218,760 | 6,800,510 | 0 | 6,646,230 | 0 | 8,471,030 | 0 | 52,136,530 |
| 2026 | Other financing sources | D 7 | 0 | 0 | 0 | 300,000 | 0 | 0 | 0 | 300,000 |
| 2026 | Other financing (uses) | D 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2026 | Interfund transfers in | D 9 | 0 | 200,000 | 0 | 6,397,130 | 0 | 0 | 0 | 6,597,130 |
| 2026 | Interfund Transfers (out) | D 10 | 6,597,130 | 0 | 0 | 0 | 0 | 0 | 0 | 6,597,130 |
| 2026 | Line 11: Reduction for fund balance reserved for future budget year expenditures | | | | | | | | | |
| | Maintained for future debt retirement | | | | | | | | | 0 |
| | Maintained for future capital projects | | | | | | | | | 0 |
| | Maintained for future financial stability | | | | | | | | | 0 |
| | Maintained for future retirement contributions | | | | | | | | | 0 |
| | | | | | | | | | | 0 |
| 2026 | Total financial resources available | 12 | 68,222,160 | 18,233,930 | 0 | 14,766,450 | 0 | 8,565,090 | 0 | 109,787,630 |
| 2026 | Budgeted expenditures/expenses | E 13 | 68,222,160 | 18,233,930 | 0 | 14,766,450 | 0 | 8,565,090 | 0 | 109,787,630 |

Expenditure limitation comparison

| | |
|---|---|
| 1 | Budgeted expenditures/expenses |
| 2 | Add/subtract: estimated net reconciling items |
| 3 | Budgeted expenditures/expenses adjusted for reconciling items |
| 4 | Less: estimated exclusions |
| 5 | Amount subject to the expenditure limitation |
| 6 | EEC expenditure limitation or voter-approved alternative expenditure limitation |

| 2025 | 2026 |
|----------------|----------------|
| \$ 119,771,650 | \$ 109,787,630 |
| (60,712,250) | (51,467,570) |
| 59,059,400 | 58,320,060 |
| 22,373,620 | 15,177,470 |
| \$ 36,685,780 | \$ 43,142,590 |
| \$ 59,413,562 | \$ 62,056,543 |

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

Town of Sahuarita, Arizona
Tax levy and tax rate information
Fiscal year 2026

| | <u>2025</u> | <u>2026</u> |
|--|--------------|--------------|
| 1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A) | \$ _____ | \$ _____ |
| 2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18) | \$ _____ | |
| 3. Property tax levy amounts | | |
| A. Primary property taxes | \$ _____ | \$ _____ |
| Property tax judgment | _____ | _____ |
| B. Secondary property taxes | 2,345,660 | 2,762,910 |
| Property tax judgment | _____ | _____ |
| C. Total property tax levy amounts | \$ 2,345,660 | \$ 2,762,910 |
| 4. Property taxes collected* | | |
| A. Primary property taxes | | |
| (1) Current year's levy | \$ _____ | |
| (2) Prior years' levies | _____ | |
| (3) Total primary property taxes | \$ 0 | |
| B. Secondary property taxes | | |
| (1) Current year's levy | \$ 2,245,037 | |
| (2) Prior years' levies | 25,623 | |
| (3) Total secondary property taxes | \$ 2,270,660 | |
| C. Total property taxes collected | \$ 2,270,660 | |
| 5. Property tax rates | | |
| A. City/Town tax rate | | |
| (1) Primary property tax rate | _____ | _____ |
| Property tax judgment | _____ | _____ |
| (2) Secondary property tax rate | _____ | _____ |
| Property tax judgment | _____ | _____ |
| (3) Total city/town tax rate | 0.0000 | 0.0000 |
| B. Special assessment district tax rates | | |
| Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>two</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town. | | |

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Sahuarita, Arizona
Revenues other than property taxes
Fiscal Year 2026

| Source of revenues | Estimated revenues 2025 | Actual revenues* 2025 | Estimated revenues 2026 |
|------------------------------------|-------------------------------|--------------------------|-------------------------------|
| General Fund | | | |
| Local taxes | | | |
| Transaction privilege taxes | \$ 10,176,650 | \$ 10,375,790 | \$ 10,628,720 |
| Use taxes | 25,000 | 344,870 | 345,000 |
| GPLET | 1,390 | 1,850 | 7,580 |
| Licenses and permits | | | |
| Planning & Building permit fees | 2,230,960 | 2,127,210 | 2,012,310 |
| Public Works permit fees | 137,000 | 240,750 | 112,000 |
| Animal license fees | 30,000 | 26,000 | 30,000 |
| Other | 450 | 500 | 300 |
| Intergovernmental | | | |
| State shared sales taxes | 5,500,870 | 5,631,550 | 5,604,090 |
| State shared income taxes | 7,653,650 | 7,474,250 | 7,234,150 |
| State shared vehicle license taxes | 1,891,890 | 1,871,380 | 1,959,020 |
| Charges for services | | | |
| Development fees | 78,500 | 47,770 | 64,050 |
| Recreation fees | 631,690 | 252,000 | 557,000 |
| Other departmental fees | 3,600 | 3,250 | 3,300 |
| Fines and forfeits | | | |
| Court fines and fees | 106,260 | 146,080 | 146,060 |
| Interest on investments | | | |
| Investment earnings | 1,519,030 | 1,698,300 | 1,298,400 |
| Interfund loans interest | 76,800 | 98,200 | 138,300 |
| Miscellaneous | | | |
| Insurance recoveries | 40,000 | 40,000 | 40,000 |
| Leases | 26,760 | 25,480 | 25,480 |
| Other | 96,230 | 140,890 | 13,000 |
| Total General Fund | \$ 30,226,730 | \$ 30,546,120 | \$ 30,218,760 |

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Sahuarita, Arizona
Revenues other than property taxes
Fiscal Year 2026

| Source of revenues | Estimated revenues 2025 | Actual revenues* 2025 | Estimated revenues 2026 |
|---|-------------------------------|--------------------------|-------------------------------|
| Special revenue funds | | | |
| Transportation Fund | | | |
| Transaction privilege taxes | \$ 780,000 | \$ 890,000 | \$ 907,800 |
| Franchise fees | 395,590 | 363,840 | 371,130 |
| Permits | 25,800 | | 2,500 |
| State shared fuel taxes | 3,215,170 | 3,114,210 | 3,218,820 |
| Intergovernmental-Local | 25,000 | 0 | 50,000 |
| Investment earnings | 57,980 | 112,490 | 60,910 |
| Miscellaneous | 50,000 | 64,150 | 10,000 |
| | <u>\$ 4,549,540</u> | <u>\$ 4,544,690</u> | <u>\$ 4,621,160</u> |
| Grants & Restricted Sources Fund | | | |
| Intergovernmental-Federal grants | \$ 439,000 | \$ 372,720 | \$ 326,250 |
| Intergovernmental-Federal program income | 343,760 | 367,120 | 385,290 |
| Intergovernmental-State | 463,200 | 653,730 | 1,110,980 |
| Intergovernmental-Local | | | |
| Impound fees | 3,000 | 2,000 | 3,000 |
| Developer reimbursements | 11,120 | 72,670 | |
| Fines and forfeitures | 5,600 | 4,350 | 4,850 |
| Investment earnings | 32,060 | 35,390 | 30,020 |
| Miscellaneous | 48,000 | 34,600 | 38,000 |
| | <u>\$ 1,345,740</u> | <u>\$ 1,542,580</u> | <u>\$ 1,898,390</u> |
| Quail Creek CFD | | | |
| Property taxes-allowance for uncollectibles | \$ (77,870) | \$ (33,420) | \$ (92,680) |
| Investment earnings (losses) | 7,500 | 13,300 | 5,280 |
| | <u>\$ (70,370)</u> | <u>\$ (20,120)</u> | <u>\$ (87,400)</u> |
| Rancho Sahuarita CFD | | | |
| Property taxes-allowance for uncollectibles | \$ (60,780) | \$ (60,780) | \$ (79,060) |
| Investment earnings (losses) | 200,000 | 624,240 | 136,610 |
| Miscellaneous/Developer contributions | 593,230 | 49,730 | 310,810 |
| | <u>\$ 732,450</u> | <u>\$ 613,190</u> | <u>\$ 368,360</u> |
| Total special revenue funds | <u>\$ 6,557,360</u> | <u>\$ 6,680,340</u> | <u>\$ 6,800,510</u> |

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Sahuarita, Arizona
Revenues other than property taxes
Fiscal Year 2026

| Source of revenues | Estimated revenues 2025 | Actual revenues* 2025 | Estimated revenues 2026 |
|---|-------------------------------|--------------------------|-------------------------------|
| Capital projects funds | | | |
| Capital Infrastructure Improvement Fund (CIIF) | | | |
| Transaction privilege taxes | \$ 3,844,490 | \$ 4,530,760 | \$ 4,586,540 |
| Permits | 5,000 | | |
| Intergovernmental-Federal | 757,900 | 1,245,900 | |
| Intergovernmental-State | | 92,410 | 375,000 |
| Intergovernmental-Local | 1,946,000 | 178,440 | 1,617,560 |
| Investment earnings | 72,170 | 239,280 | 67,130 |
| Miscellaneous | | 65,920 | |
| | \$ 6,625,560 | \$ 6,352,710 | \$ 6,646,230 |
| Total capital projects funds | \$ 6,625,560 | \$ 6,352,710 | \$ 6,646,230 |
| Enterprise funds | | | |
| Solid Waste Fund | | | |
| User charges | \$ | \$ | \$ 2,990,000 |
| Investment earnings | | 13,350 | 12,780 |
| | \$ 0 | \$ 13,350 | \$ 3,002,780 |
| Wastewater Fund | | | |
| Sewer user charges | \$ 4,573,290 | \$ 4,670,570 | \$ 4,744,000 |
| Sewer connection fees | 664,580 | 595,980 | 564,400 |
| Grants-Federal | 40,830 | 55,180 | |
| Grants-State | 615,260 | | |
| Grants-Local | | 240,000 | |
| Investment earnings | 85,010 | 211,570 | 95,590 |
| Other | 62,000 | 96,410 | 64,260 |
| | \$ 6,040,970 | \$ 5,869,710 | \$ 5,468,250 |
| Total enterprise funds | \$ 6,040,970 | \$ 5,883,060 | \$ 8,471,030 |
| Total all funds | \$ 49,450,620 | \$ 49,462,230 | \$ 52,136,530 |

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Sahuarita, Arizona
Other financing sources/(uses) and interfund transfers
Fiscal year 2026

| Fund | Other financing 2026 | | Interfund transfers 2026 | |
|---|---------------------------------|---------------|-------------------------------------|--------------|
| | Sources | (Uses) | In | (Out) |
| General Fund | | | | |
| Transportation Fund | \$ _____ | \$ _____ | \$ _____ | \$ 200,000 |
| Capital Infrastructure Improvement Fund | _____ | _____ | _____ | 6,397,130 |
| Total General Fund | \$ 0 | \$ 0 | \$ 0 | \$ 6,597,130 |
| Special revenue funds | | | | |
| Transportation Fund | \$ _____ | \$ _____ | \$ 200,000 | \$ _____ |
| Total special revenue funds | \$ 0 | \$ 0 | \$ 200,000 | \$ 0 |
| Capital projects funds | | | | |
| Capital Infrastructure Improvement Fund | \$ 300,000 | \$ _____ | \$ 6,397,130 | \$ _____ |
| Total capital projects funds | \$ 300,000 | \$ 0 | \$ 6,397,130 | \$ 0 |
| Total all funds | \$ 300,000 | \$ 0 | \$ 6,597,130 | \$ 6,597,130 |

Town of Sahuarita, Arizona
Expenditures/expenses by fund
Fiscal year 2026

| Fund/Department | Adopted budgeted expenditures/ expenses | Expenditure/ expense adjustments approved | Actual expenditures/ expenses* | Budgeted expenditures/ expenses |
|---|--|--|--------------------------------------|---------------------------------------|
| | 2025 | 2025 | 2025 | 2026 |
| General Fund | | | | |
| Mayor & Council | \$ 260,990 | \$ | \$ 214,340 | \$ 231,220 |
| Town Manager | 721,260 | | 659,700 | 761,740 |
| Economic Development & Public Affairs | 796,000 | | 799,720 | 826,450 |
| Law | 557,780 | | 519,270 | 615,560 |
| Town Clerk | 703,760 | | 633,880 | 529,500 |
| Finance & Technology | 2,562,120 | | 2,187,350 | 2,191,940 |
| Human Resources & Risk Management | 709,680 | | 688,210 | 1,429,100 |
| Municipal Court | 957,640 | | 835,000 | 1,027,130 |
| Community Development | 2,150,490 | | 1,825,060 | 2,073,670 |
| Police | 12,481,630 | | 11,857,770 | 13,097,650 |
| Parks & Recreation | 4,112,510 | (45,000) | 3,837,930 | 4,768,770 |
| Public Works | 2,046,330 | 14,500 | 1,664,100 | 2,165,050 |
| Debt Service | 160,270 | | 288,670 | 150,030 |
| Ending Balances-Contingencies | 38,706,670 | (2,428,900) | 0 | 38,354,350 |
| Total General Fund | \$ 66,927,130 | \$ (2,459,400) | \$ 26,011,000 | \$ 68,222,160 |
| Special revenue funds | | | | |
| Transportation Fund | \$ 6,110,700 | \$ | \$ 4,406,630 | \$ 6,650,810 |
| Grants & Restricted Sources Fund | 550,250 | 200,000 | 1,260,350 | 1,242,070 |
| Quail Creek CFD | 1,104,650 | | 1,095,430 | 1,107,640 |
| Rancho Sahuarita CFD | 17,408,770 | | 10,129,890 | 9,233,410 |
| Total special revenue funds | \$ 25,174,370 | \$ 200,000 | \$ 16,892,300 | \$ 18,233,930 |
| Capital projects funds | | | | |
| Capital Infrastructure Improvement Fund | \$ 13,612,080 | \$ 476,900 | \$ 9,366,740 | \$ 14,766,450 |
| Total capital projects funds | \$ 13,612,080 | \$ 476,900 | \$ 9,366,740 | \$ 14,766,450 |
| Enterprise funds | | | | |
| Solid Waste | \$ 0 | \$ 2,050,000 | \$ 1,661,400 | \$ 1,354,730 |
| Wastewater | 13,790,570 | | 10,603,130 | 7,210,360 |
| Total enterprise funds | \$ 13,790,570 | \$ 2,050,000 | \$ 12,264,530 | \$ 8,565,090 |
| Total all funds | \$ 119,504,150 | \$ 267,500 | \$ 64,534,570 | \$ 109,787,630 |

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Sahuarita, Arizona
Expenditures/expenses by department
Fiscal year 2026

| | Adopted budgeted expenditures/ expenses | Expenditure/ expense adjustments approved | Actual expenditures/ expenses* | Budgeted expenditures/ expenses |
|-------------------------------|--|--|--------------------------------------|---------------------------------------|
| Department/Fund | 2025 | 2025 | 2025 | 2026 |
| Finance & Technology | | | | |
| General Fund | \$ 2,562,120 | \$ | \$ 2,187,350 | \$ 2,191,940 |
| Quail Creek CFD | 300 | | 300 | 300 |
| Rancho Sahuarita CFD | 300 | | 300 | 300 |
| CIIF | 240,000 | | 240,000 | 443,000 |
| Department total | \$ 2,802,720 | \$ 0 | \$ 2,427,950 | \$ 2,635,540 |
| Human Resources | | | | |
| General Fund | \$ 709,680 | \$ | \$ 688,210 | \$ 1,429,100 |
| Grants & Restricted Sources | 20,000 | | 10,000 | 20,000 |
| Department total | \$ 729,680 | \$ 0 | \$ 698,210 | \$ 1,449,100 |
| Municipal Court | | | | |
| General Fund | \$ 957,640 | \$ | \$ 835,000 | \$ 1,027,130 |
| Grants & Restricted Sources | 26,200 | | | 8,000 |
| Department Total | \$ 983,840 | \$ 0 | \$ 835,000 | \$ 1,035,130 |
| Police | | | | |
| General Fund | \$ 12,481,630 | \$ | \$ 11,857,770 | \$ 13,097,650 |
| Grants & Restricted Sources | 1,086,910 | 200,000 | 1,044,670 | 1,478,730 |
| CIIF | 1,339,290 | | 1,244,570 | 807,390 |
| Department Total | \$ 14,907,830 | \$ 200,000 | \$ 14,147,010 | \$ 15,383,770 |
| Parks & Recreation | | | | |
| General Fund | \$ 4,112,510 | \$ (45,000) | \$ 3,837,930 | \$ 4,768,770 |
| Grants & Restricted Sources | 20,000 | | 36,600 | 20,000 |
| Quail Creek CFD | 85,690 | | 88,950 | 95,830 |
| CIIF | 2,025,000 | 125,000 | 2,091,030 | 1,300,000 |
| Department Total | \$ 6,243,200 | \$ 80,000 | \$ 6,054,510 | \$ 6,184,600 |
| Public Works | | | | |
| General Fund | \$ 2,046,330 | \$ 14,500 | \$ 1,664,100 | \$ 2,165,050 |
| Transportation Fund | 4,725,660 | | 4,386,640 | 4,947,570 |
| Grants & Restricted Sources | 79,350 | | 169,080 | 91,190 |
| Quail Creek CFD | 43,090 | | 30,610 | 43,190 |
| Rancho Sahuarita CFD | 42,150 | | 42,150 | 42,150 |
| CIIF | 6,166,940 | 396,900 | 1,902,290 | 9,798,330 |
| Solid Waste | 0 | 1,778,600 | 1,640,000 | 2,614,320 |
| Wastewater | 10,631,470 | | 8,345,020 | 3,355,970 |
| Department Total | \$ 23,734,990 | \$ 2,190,000 | \$ 18,179,890 | \$ 23,057,770 |
| Debt Service | | | | |
| General Fund | \$ 160,270 | \$ | \$ 288,670 | \$ 150,030 |
| Quail Creek CFD | 957,170 | | 957,170 | 953,320 |
| Rancho Sahuarita CFD | 1,895,150 | | 1,900,150 | 1,897,080 |
| CIIF | 2,695,040 | | 2,742,880 | 1,358,870 |
| Solid Waste | 0 | 21,400 | 21,400 | 61,500 |
| Wastewater | 1,928,710 | | 2,258,110 | 1,929,640 |
| Department Total | \$ 7,636,340 | \$ 21,400 | \$ 8,168,380 | \$ 6,350,440 |
| Ending Balances-Contingencies | | | | |
| General Fund | \$ 38,706,670 | \$ (2,428,900) | \$ | \$ 38,354,350 |
| Transportation Fund | 1,365,050 | | | 1,679,100 |
| Grants & Restricted Sources | (658,630) | | | (375,850) |
| Quail Creek CFD | 0 | | | 0 |
| Rancho Sahuarita CFD | 0 | | | 0 |
| CIIF | 260,850 | (45,000) | | 770,260 |
| Solid Waste | 0 | 250,000 | | (1,321,090) |
| Wastewater | 1,229,890 | | | 1,924,750 |
| Department Total | \$ 40,903,830 | \$ (2,223,900) | \$ 0 | \$ 41,031,520 |

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Sahuarita, Arizona
Full-time employees and personnel compensation
Fiscal year 2026

| | Full-time equivalent (FTE) | Employee salaries and hourly costs | Retirement costs | Healthcare costs | Other benefit costs | Total estimated personnel compensation |
|---|-------------------------------|---------------------------------------|------------------|------------------|---------------------|--|
| Fund | 2026 | 2026 | 2026 | 2026 | 2026 | 2026 |
| General Fund | 178.9 | \$ 14,696,600 | \$ 2,154,030 | \$ 2,919,330 | \$ 2,174,670 | \$ 21,944,630 |
| Special revenue funds | | | | | | |
| Transportation Fund | 12.5 | \$ 822,730 | \$ 96,940 | \$ 184,230 | \$ 90,810 | \$ 1,194,710 |
| Grants & Restricted Sources Fund | 7.0 | 816,040 | 155,270 | 145,320 | 126,520 | 1,243,150 |
| Quail Creek CFD | | | | | | 0 |
| Rancho Sahuarita CFD | | | | | | 0 |
| Total special revenue funds | 19.5 | \$ 1,638,770 | \$ 252,210 | \$ 329,550 | \$ 90,810 | \$ 2,437,860 |
| Capital projects funds | | | | | | |
| Capital Infrastructure Improvement Fund | 1.5 | \$ 136,920 | \$ 16,510 | \$ 21,180 | \$ 13,030 | \$ 187,640 |
| Total capital projects funds | 1.5 | \$ 136,920 | \$ 16,510 | \$ 21,180 | \$ 13,030 | \$ 187,640 |
| Enterprise funds | | | | | | |
| Solid Waste | 1.5 | \$ 108,510 | \$ 13,030 | \$ 21,890 | \$ 10,400 | \$ 153,830 |
| Wastewater | 10.7 | 733,750 | 85,700 | 119,220 | 76,640 | 1,015,310 |
| Total enterprise funds | 12.2 | \$ 842,260 | \$ 98,730 | \$ 141,110 | \$ 87,040 | \$ 1,169,140 |
| Total all funds | 212.1 | \$ 17,314,550 | \$ 2,521,480 | \$ 3,411,170 | \$ 2,365,550 | \$ 25,739,270 |