MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 17, 2015, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, 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 February 17, 2015, at or after 7:00 PM located in the Council Chambers of the 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. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

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

Accessibility

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

Agendas

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

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.marana.com on the Town Clerk page under Agendas, Minutes and Recent Actions.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C 1 Resolution No. 2015-016; Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Agreement with Pacheco Farm Management and Consulting Co., for the lease of approximately 45.82 acres of Town-owned property abutting the east boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

C 2 Resolution 2015-017: Relating to Community Development; approving and authorizing the Town Manager to execute an agreement with the Pima Association of Governments (PAG) for public art funding for the Summer Youth Transportation Art Program from 2015 through 2019 (Lisa Shafer)

C 3 Resolution No. 2015-018: Relating to Real Estate; reclassifying and designating certain Town-owned land adjacent to Crossroads at Silverbell District Park as Mamie Kai Drive and Benet Drive public right-of-way; and designating an effective date (Keith Brann)

C 4 Approval of February 3, 2015 Regular Council Meeting Minutes and February 10, 2015 Special Council Minutes
(Jocelyn C. Bronson)

LIQUOR LICENSES

L 1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Esperanza T. Rodriquez on behalf of Marana Heritage Conservancy for 2015 Founders Day to be held on March 7, 2015 at Ora Mae Harn Park, Marana, Arizona 85653 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

B 1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Winter 2015 Marana Citizens' Forum regarding the topic "How to engage the community in enacting the Strategic Plan III." (Jocelyn C. Bronson)

B 2 Resolution No. 2015-019: [The Town Council acting as the Floodplain Board] Relating to Floodplain Management; granting a variance to Marana Land Development Code Title 21 (Flood Plain and Erosion Hazard Management Code) for property located at 6401 West Marana Center Boulevard (Keith Brann)

B 3 Relating to Development: [The Town Council acting as the Floodplain Board] Relating to Floodplain Management; report to Floodplain Board and order, as required by the Marana Land Development Code and Federal Regulations, concerning a floodplain violation on property located at 13561 N. Sandra Road (Keith Brann)

COUNCIL ACTION

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

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.

E 1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

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

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 1

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: February 17, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-016; Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Agreement with Pacheco Farm Management and Consulting Co., for the lease of approximately 45.82 acres of Town-owned property abutting the east boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

Discussion:

As part of the wastewater settlement, the Town acquired land within the 1000-foot setback area surrounding the Marana Wastewater Reclamation Facility. At the time, Pima County was leasing a portion of the property to Pacheco Farm Management and Consulting Co., so Pima County assigned the lease for the Town-owned portion of the property to the Town.

The south 150' of the leased premises were removed from the lease with a partial termination issued by the Utilities Department in late 2013 to accommodate the installation of a monitoring well and other activities associated with the upcoming construction of a constructed recharge facility on the property.

As modified by the partial termination, the Pacheco lease expires on March 2, 2015, and the parties now desire to enter into a new one-year lease with the same lease terms as the former lease (modified to reflect the reduced acreage and a proportionate reduction in rent).

This lease has a 30-day cancelation provision which allows termination as soon as construction of the new recharge facility occurs. The Utilities Department will coordinate the termination of this lease with the planting and harvesting schedule of Pacheco Farm Management and Consulting Co., to assure as little interference with farming operations as possible.

Financial Impact:

Until the lease is terminated to accommodate the construction of the recharge project, the Town will continue to receive annual revenues of $3,255 from this lease.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-016, approving and authorizing the Pacheco Farms lease.

Suggested Motion:

I move to adopt Resolution 2015-016, approving and authorizing the Pacheco Farms lease.

Attachments: Resolution 2015-016
211_Pacheco_lease

MARANA RESOLUTION NO. 2015-016

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN OF MARANA LEASE AGREEMENT WITH PACHECO FARM MANAGEMENT AND CONSULTING CO., FOR THE LEASE OF APPROXIMATELY 45.82 ACRES OF TOWN-OWNED PROPERTY ABUTTING THE EAST BOUNDARY OF THE MARANA WASTEWATER RECLAMATION FACILITY

WHEREAS the Town of Marana acquired land within the 1000-foot setback area surrounding the Marana Wastewater Reclamation Facility as part of the wastewater settlement with Pima County; and

WHEREAS Pima County was leasing a portion of the property to Pacheco Farm Management and Consulting Co., when the wastewater settlement occurred; and

WHEREAS the wastewater settlement included Pima County's assignment to the Town of the portion of the Pacheco Farm Management and Consulting Co. lease located within the 1000-foot setback area; and

WHEREAS the Town terminated a portion of the lease to accommodate the installation of a monitoring well in connection with the Town's anticipated construction of a constructed recharge facility on a portion of the property; and

WHEREAS the lease for the remainder of the property not affected by the partial termination expires on March 2, 2015, and the parties now desire to enter into a new one-year lease; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town of Marana Lease Agreement with Pacheco Farm Management and Consulting Co. attached to this resolution as Exhibit A, for the lease of approximately 45.82 acres of Town-owned property abutting the east boundary of the Marana Wastewater Reclamation Facility, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

WHEN RECORDED, RETURN TO:

Pick Up—Town Clerk
TOWN OF MARANA
fbo Frank Cassidy, Town Attorney

TOWN OF MARANA LEASE AGREEMENT

(PACHECO FARM MANAGEMENT AND CONSULTING CO.)

This Lease Agreement (this "**Lease**") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("**Landlord**") and PACHECO FARM MANAGEMENT AND CONSULTING CO., an Arizona general partnership ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to as the "**Parties**," either of which is sometimes individually referred to as a "**Party**."

1. **Premises**. Landlord is the owner of the property located in Pima County, Arizona, as depicted in Exhibit "A" attached (the "Premises").

2. **Existing Lease**. The Parties have an existing lease for the Premises that expires on March 2, 2015. The purpose of this Lease is to establish a new lease between the Parties, beginning upon the expiration of the existing lease. Nothing in this Lease modifies or affects the existing lease or the rights of the Parties under it.

3. **Lease**. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under the terms and conditions and for the purposes set forth in this Lease.

4. **Term**. The term of this Lease shall be for one year commencing March 3, 2015, unless terminated pursuant to Paragraph 23 of this Lease. This Lease shall be reviewed 90 days before the end of the term, at which time the Parties will agree whether to terminate or continue this Lease for an additional one-year term. Renewal shall be by written amendment, signed by both Parties.

5. **Rent**. Tenant shall pay Landlord rent of $3,255 per year. Tenant's first rent payment is due on March 3, 2015. If this lease is extended, each subsequent year's rent is due annually on March 3 during any extension of this Lease. If rent is not paid within 15 days of the due date, a $250 late charge shall be assessed and due and payable with rent.

6. **Tenant's Use of the Premises**. Tenant may use and occupy the Premises for agricultural use (the "Permitted Activities").

(A) Expense of Tenant. Tenant shall conduct all of its operations at the Premises at its own expense and without contribution from Landlord. Tenant shall not

suggest, state or imply that Landlord will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to its operations on the Premises.

(B) Hours of Operation. Tenant may conduct Permitted Activities on the Premises 24 hours a day.

(C) Compliance with Laws. Tenant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises.

(D) Alcohol Prohibited. Possession, consumption, or sale of alcoholic beverages shall not be permitted on the Premises. *No exceptions shall be permitted*.

7. **Improvements to Premises**. All improvements, made to the Premises by Tenant must receive the prior written approval of Landlord, to whom Tenant shall submit detailed plans and specifications. Improvements shall be constructed in a good and workmanlike manner using new materials, in compliance with the approved plans and specifications and with all applicable laws, rules, and regulations, including all applicable building, electrical and other codes.

8. **Concessions**. With the exception of one or more vending machines, Tenant may not operate concessions or food services on the Premises.

9. **Condition of Premises/Maintenance & Repairs**. Tenant accepts the Premises in an "as is" condition. Tenant shall maintain the Premises at all times hereunder in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements of improvements thereon, and shall leave the Premises, upon the expiration or earlier termination of this Lease, in a condition at least as good as upon the Effective Date, reasonable wear and tear excepted.

10. **Utilities**. Tenant shall pay the cost of all utilities used in connection with its operation of the Premises.

11. **Signs**. Tenant may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Tenant deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must have first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities; provided further, however, that all signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, shall at all times comply with the Marana Land Development Code, and shall be installed and maintained at Tenant's sole cost.

12. **Environmental.** Tenant shall not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall fully comply with all environmental rules and regulations with respect to its operations on the Premises and shall remediate and clean up any contamination of the Premises occurring during the term of this Lease.

13. **Entry by Landlord**. Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations on the Premises.

14. **Security.** Tenant shall be responsible for the securing the Premises and preventing any unlawful or unauthorized use of the Premises. When the Premises are not open to the Public, they shall be secured in order to prevent unsupervised use or entry into the Premises. Tenant shall contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property on the Premises, and it shall assist in any resulting prosecution.

15. **Insurance**.

(A) Types of Insurance Required. Tenant shall procure, prior to the Effective Date, and maintain throughout the term of this Lease, the following insurance from an insurance company or companies approved by Landlord:

(1) Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than $1,000,000, covering the Premises, endorsed to include the Town of Marana as an additional insured with coverage at least as broad as ISO form CG 20 10.

(2) Automobile liability insurance covering all vehicles used on the Premises, with limits not less than $1,000,000 combined single limit.

(B) Certificates. Tenant shall provide Landlord with copies of certificates of insurance showing the current status of all insurance policies and with copies of all additional insured endorsements. In addition, Tenant shall provide full, certified copies of all required insurance policies when requested by Landlord in writing. Tenant shall give Landlord written notice of cancellation, non-renewal, or material change of any insurance policy not later than five calendar days after Tenant becomes aware of same. Landlord shall be an "additional insured" on all liability insurance policies.

(C) Changes to Insurance Requirements. Landlord may review the coverage, form, and amount of insurance required under this Lease at any time. Landlord shall notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant shall have 60 days to comply with the requirements as changed.

16. **Indemnification.** To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorneys' fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Premises, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Premises allegedly caused in whole or in part by any act or omission of Tenant or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of Landlord or any of its officers, agents, or employees. To the

fullest extent permitted by law, Tenant shall also indemnify Landlord against any claim, liability, damage, cost, or expense arising out of the disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Premises during the term of this Lease.

17. **Tenant not an Agent of Landlord**. Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant shall control activities on the Premises, and Landlord shall not control those activities. Tenant's employees and servants shall not be under the control of Landlord.

18. **Default/Termination**.

(A) Immediate Termination of Lease. This Lease may be terminated immediately by Landlord for any of the following:

(i) Tenant at any time is without the required insurance;

(ii) Tenant violates any law, or permits any unlawful activities to be carried out on the Premises;

(iii) Tenant takes or fails to take any action and this action or non-action, in Landlord's sole judgment, causes or exacerbates a threat to the health or safety of the general public or the users of the facility;

(iv) Tenant creates or permits any waste or nuisance on the Premises;

(v) Tenant permits the consumption of alcohol on the Premises.

(B) Other Defaults. For any other default, the non-breaching Party may terminate this Lease only if the breaching party fails to cure the default within 30 days of receiving written notice from the non-breaching Party describing the default, except that a Party may terminate this Lease if the other Party is guilty of four such defaults in a 12-month period, even if each default was cured in a timely manner. Either Party may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved 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 conferred or reserved in this Lease.

19. **Notices.** Any notices required under this Lease shall be delivered personally or by certified mail, directed as follows:

If to Tenant:	PACHECO FARM MANAGEMENT AND CONSULTING CO. Attn: Pat Pacheco P.O. Box 275 Marana, AZ 85653
If to Landlord:	Marana Town Clerk 11555 West Civic Center Drive Marana, AZ 85653

With a copy to: Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

20. **Cancellation for Conflict of Interest**. This Lease may be cancelled under certain circumstances for conflict of interest pursuant to A.R.S. § 38-511.

21. **Non-Discrimination**. Tenant shall comply with applicable state and federal rules concerning equal employment opportunity and non-discrimination. Tenant shall further comply with the Americans with Disabilities Act, to the extent applicable to Tenant's operation and the Premises.

22. **Choice of Law**. The laws of the State of Arizona shall apply to any action relating to this Lease and any court action shall be brought in a court in Pima County, Arizona.

23. **Termination**. Landlord may terminate this Lease without cause with 30 days written notice. Tenant may terminate this Lease for any reason with a 30-day written notice to Landlord. Upon the termination or expiration of this Lease, or any extension of it, Tenant shall leave the Premises in a good and clean condition. Tenant shall remove any Tenant-built or installed improvements prior to vacating the Premises if requested by Landlord or unless requested to be left in place by Landlord.

24. **Personal Property**. Tenant shall maintain a current inventory of all items of personal property owned by Tenant and placed or kept on the Premises by Tenant. Any items of personal property left on the Premises upon expiration or earlier termination of this Lease shall become the property of Landlord and may be sold or otherwise disposed of by Landlord without liability to Tenant.

25. **Liens**. Tenant shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Premises, and shall not permit any lien to attach to the Premises or any interest in the Premises, and shall indemnify and defend Landlord against all legal costs and charges resulting from any such lien.

26. **Non-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 and provisions of this Lease to be performed by the other Party, or to take my 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 my 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 to it at my time shall not be construed as an accord and satisfaction.

27. **Assignment/Subletting**. Any attempted assignment of this Lease by either Party without prior written consent from the other Party shall be void. This Lease shall be binding on my and all successors and assigns of Landlord and Tenant. Tenant shall not sublet any portion of the Premises without the prior written consent of Landlord, which consent may be given conditionally.

28. **Entire Agreement**. This Lease shall constitute the entire contract between Landlord and Tenant with respect to the Premises and no modification of this Lease shall be binding unless in writing and signed by both Parties.

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

"LANDLORD":
TOWN OF MARANA, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: _____

"TENANT":
PACHECO FARM MANAGEMENT AND CONSULTING CO., an Arizona general partnership

_____
Pat Pacheco

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by Pat Pacheco, duly authorized partner of PACHECO FARM MANAGEMENT AND CONSULTING CO., an Arizona general partnership, on its behalf.

(Seal)

_____
Notary Public

Exhibit A

Town of Marana Parcel 208-09-010K

49.26 acres total; leased "Premises" 45.82 acres



Legal Description of APN 208-09-010K: The west 1000' of the south 2146' of the southwest quarter of Section 13, Township 11 South, Range 10 East, containing approximately 49.26 acres

Legal description of Leased "Premises": The west 1000' of the north 1996' of the south 2146' of the southwest quarter of Section 13, Township 11 South, Range 10 East, containing approximately 45.82 acres

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 2

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: February 17, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
This program can assist the Town in meeting the Strategic Plan initiative of Developing a Town-wide public art program to install and showcase unique pieces reflecting and celebrating the community.

Subject: Resolution 2015-017: Relating to Community Development; approving and authorizing the Town Manager to execute an agreement with the Pima Association of Governments (PAG) for public art funding for the Summer Youth Transportation Art Program from 2015 through 2019 (Lisa Shafer)

Discussion:

Each year the Town of Marana receives the opportunity from PAG to fund a Summer Youth Art Program to design, build, and install public art in major transportation corridors. This funding helps support these activities on an annual basis. Past funding has been used to design and build neighborhood gateway projects and many of the tile mosaic signs throughout the Town. This program is also referred to as the Transportation Art By Youth (TABY).

On December 31, 2014, the Agreement for Services that serves as the contractual document for this program expired. The attached is an updated Agreement for Public Art Funding, extending the program through December 31, 2019.

Financial Impact:

This program will fund 100% of the project, up to $125,000 per jurisdiction. No matching Town funds are required.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution 2015-017, approving and authorizing the Town Manager to execute an agreement with PAG for public art funding for the Summer Youth Transportation Art Program.

Attachments: Resolution 2015-017
Agreement for Public Art Funding

MARANA RESOLUTION NO. 2015-017

RELATING TO COMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE PIMA ASSOCIATION OF GOVERNMENTS (PAG) FOR PUBLIC ART FUNDING FOR THE SUMMER YOUTH TRANSPORTATION ART PROGRAM FROM 2015 THROUGH 2019

WHEREAS the Town of Marana currently administers an ongoing Summer Youth Transportation Art Program to provide youth with employment, training, and experience in creating public art; and

WHEREAS the Pima Association of Governments (PAG) has set aside, and intends annually to set aside Highway User Revenue Funds (HURF) for public art projects as part of the Summer Youth Transportation Art Program commencing the summer of 2015 and continuing each calendar year thereafter through December 31, 2019; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into an Agreement for Public Art Funding with PAG to fund the Summer Youth Transportation Art Program.

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

SECTION 1. The Agreement for Public Art Funding between the Town of Marana and PAG, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of February, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

PAG Contract:

AGREEMENT FOR PUBLIC ART FUNDING

THIS AGREEMENT is entered into by and between The Town of Marana, a political subdivision of the State of Arizona, hereinafter called "Jurisdiction," and the Pima Association of Governments, an Arizona non-profit corporation, hereinafter called "PAG."

RECITALS

WHEREAS, Jurisdiction intends to administer a Summer Youth Transportation Art Program to provide youth with employment, training and experience in creating forms of public art; and

WHEREAS, PAG intends to contribute Highway User Revenue Funds to Jurisdiction's Summer Youth Transportation Art Program (the "Program") commencing with the summer of 2015 and continuing each calendar year thereafter throughout the term of this AGREEMENT.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

TERM AND MAXIMUM AMOUNT:

The term of this AGREEMENT begins on the date of signature by the PAG Executive Director and terminates on December 31, 2019, unless sooner terminated, or unless further extended, pursuant to the provisions of Article V of this AGREEMENT. In the fall of each calendar year, PAG will solicit participation in the Program by notifying all of the participating jurisdictions of the amount of HURF funds available for the next calendar year. Jurisdiction shall not undertake any PAG funded work on the Program until PAG issues a Notice To Proceed (NTP) to Jurisdiction.

The Parties acknowledge that, upon completion and acceptance of the work undertaken during each year of the Program, Jurisdiction may respond to PAG's solicitation by applying to continue Program participation during the succeeding year in accordance with PAG's Transportation Art By Youth Program Policies in effect at the time of application. Annual preliminary approval and determination of eligibility of Jurisdiction's proposed project(s) submitted under this Program shall rest with PAG's Transportation Planning Committee (TPC). Final approval of Jurisdiction's proposed project(s) rests with the Arizona Department of Transportation (ADOT). Upon final approval from ADOT, PAG will promptly issue a NTP.

The maximum contribution to Jurisdiction by PAG under this AGREEMENT is limited to $125,000.00. If the Jurisdiction has remaining funds from a previous PAG Program contract, it may but need not incorporate the balance of such funds into this AGREEMENT.

ARTICLE II

PURPOSE AND WORK STATEMENT:

Jurisdiction will submit each project for approval each year to the PAG Transportation Planning Committee.

ARTICLE III

Jurisdiction's Duties:

Jurisdiction shall provide the following services:

- Administer the project as approved by the Transportation Planning Committee each year.
- Recruit youth from economically disadvantaged areas.
- Consult with elected officials and other interested parties in determining the precise nature and location of the completed project.
- Provide for review and approval of the completed project by the key stakeholders and decision-makers.
- Assume all responsibilities for the project, including cost and quality control measures for design and construction, and ownership and maintenance of the final project.
- Submit a final report to PAG detailing the results of the program for the subject calendar year.
- Submit confirming, complete and accurate invoices for reimbursement of expenditures incurred under this Program; such invoices shall be submitted to PAG monthly. Final invoice to be submitted within ninety (90) calendar days upon completion of the project. Invoices submitted later than ninety (90) days following project completion will not be paid, unless PAG determines that extenuating circumstances prevail.

- Applications should include a budget breakdown that provides a separate line item for youth stipends. Note: PAG targets a minimum of 20% for youth stipends.

- Final invoice should include a color photograph of the completed youth art project.

- Each project should include a plaque on the completed Youth Art Project indicating funding support contributed by Pima Association of Governments. (PAG will provide plaques upon request.)

ARTICLE IV

PAYMENT:

A. Total payment for each year of this AGREEMENT shall be set by the PAG Transportation Planning Committee. Jurisdiction may elect to augment funds provided by PAG at the sole discretion of Jurisdiction.

B. PAG shall reimburse Jurisdiction within thirty (30) days of receipt of acceptable, properly completed invoices detailing project progress and expenditures.

ARTICLE V

TERMINATION / EXTENSION FOR CONVENIENCE:

Either party may, at any time and without cause, cancel this AGREEMENT by serving upon the other party thirty (30) days advance written notice of such intent to cancel. In the event of such cancellation, PAG's only obligation to Jurisdiction shall be payment for services rendered prior to cancellation. If mutually agreed by PAG and Jurisdiction, the term and maximum amount of this AGREEMENT may be modified by written agreement signed by both Parties

ARTICLE VI

CONFLICT OF INTEREST:

This AGREEMENT is subject to the provisions of A.R.S. 38-511 which provides as follows: "The State, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the

State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE VII

ASSIGNABILITY:

Jurisdiction shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same without prior written consent of PAG thereto; provided, however, that claims for money due or to become due to Jurisdiction from PAG under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to PAG.

ARTICLE VIII

OFFICIALS NOT TO BENEFIT:

No member of or delegates to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part of the AGREEMENT or to any benefit to arise here from.

ARTICLE IX

NONDISCRIMINATION:

Affirmative Action Provisions: Jurisdiction agrees to abide by the PAG affirmative action policies as stated in PAG Resolution # 84-4, dated November 21, 1984. These are included in the Personnel Policies of the Pima Association of Governments as approved by the PAG Regional Council on November 21, 1984, and as they may be amended. Both parties agree to comply with Executive Order 2009-09 of the Governor of the State of Arizona.

ARTICLE X

AMERICANS WITH DISABILITIES ACT:

Jurisdiction shall comply with all applicable provisions of the Americans with

Disabilities Act (Public Law 101-336,42 D.S.C. 12101- 12213), and applicable Federal regulations under this Act.

ARTICLE XI

NON – WAIVER:

The failure of either party to insist in any one or more instances upon the full and 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.

ARTICLE XII

INDEMNIFICATION:

To the fullest extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party, its officers, officials, employees, agents, volunteers, successors, and assigns (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers, successor, or assigns, provided, however, that the Indemnitor shall have no obligation to indemnify the Indemnitee for the Indemnitee's passive negligence.

ARTICLE XIII

SEVERABILITY:

Each provision of this AGREEMENT stands alone, and any provision of this AGREEMENT found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this AGREEMENT.

ARTICLE XIV

Funding for this AGREEMENT is being provided by the Arizona Department of

Transportation. PAG has no funds of its own to pay for the work being done under this AGREEMENT, and therefore is not obligated to pay Jurisdiction until PAG receives funding from the ADOT. Costs incurred by Jurisdiction as the result of any changes by PAG and/or by Jurisdiction outside the general Scope of this AGREEMENT will not be allowed for reimbursement under this AGREEMENT unless these changes and related costs have been approved by PAG in writing prior to incurring the costs.

ARTICLE XV

If Jurisdiction is self-insured as a governmental entity, the Parties acknowledge that Jurisdiction's program of self-insurance meets the following minimum requirements of this AGREEMENT. Otherwise, Jurisdiction shall obtain insurance as described below and keep such coverage in force throughout the life of the AGREEMENT. All policies must contain an endorsement providing that written notice be given to PAG at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability insurance, the liability insurance policy(s) shall include PAG as an additional insured with respect to liability arising out of the Contract. Jurisdiction must agree that the insurance will be primary and that any insurance carried by PAG will be excess and non-contributing.

Coverage Afforded

Coverage Afforded	Limits of Liability
Workers' Compensation Employees Liability	$100,000
Professional Liability (Errors and Omissions)	$500,000
General Liability	$1,000,000

ARTICLE XVI

ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire AGREEMENT between the parties and shall not be modified, altered, amended, or changed except by mutual consent as indicated by signatures of the PAG Executive Director and authorized officials of Jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

Town of Marana

_____ Date:_____
Gilbert Davidson, Town Manager

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO CONTENT:

_____
Lisa Shafer, CDNS Director

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

PIMA ASSOCIATION OF GOVERNMENTS

_____ Date:_____
Farhad Moghimi
EXECUTIVE DIRECTOR,
and not personally.

APPROVED AS TO FORM:

_____
Thomas Benavidez
PAG Legal Counsel

Date: _____

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 3

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Frank Cassidy, Town Attorney

Date: February 17, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-018: Relating to Real Estate; reclassifying and designating certain Town-owned land adjacent to Crossroads at Silverbell District Park as Mamie Kai Drive and Benet Drive public right-of-way; and designating an effective date (Keith Brann)

Discussion:

Leman Academy is proposing to build a charter school at the southeast corner of Silverbell Road and Schisler Drive, just west of the Wheeler Taft Abbett Public Library and Crossroads at Silverbell District Park. To facilitate the development of the school, Town staff is presenting this resolution, which if approved will designate and reclassify adjacent Town-owned properties as public right-of-way.

Two new public right-of-way designations are addressed by this resolution. One is the designation of Benet Drive right-of-way, connecting Silverbell Road to the west end of the Crossroads at Silverbell District Park's parking lot, near the dog park. Although this access road has already been constructed, it currently serves only as a driveway connecting Silverbell Road to the parking lot. This right-of-way designation will make this driveway a public right-of-way, allowing Leman Academy to use it for access to its charter school. Town staff is proposing to name this right-of-way "Benet Drive," the name of the street on the opposite side of Silverbell Road at this location. This will allow the "Benet Drive" street name to continue across Silverbell Road.

The second right-of-way designation addressed by this resolution is the extension of Mamie Kai Drive through and past the existing roundabout west of the library. The existing property layout and sewer alignment in this Mamie Kai Drive extension are evidence of an intention to designate this as right-of-way at some future date. But the right-of-way designation was never made, and this

strip of land between the park and the future Leman Academy school site currently gives the appearance of somewhat of a "no-man's land." Town staff is proposing for this area to be reclassified as "Mamie Kai Drive" public right-of-way so that it can be more easily vacated in favor of Leman Academy as part of an exchange and development agreement for the development of the charter school. Town staff anticipates bringing the exchange and development agreement to Council for consideration in the next couple months. Nothing in this right-of-way designation commits the Town to enter into the agreement.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-018, reclassifying and designating certain Town-owned land adjacent to Crossroads at Silverbell Park as Mamie Kai Drive and Benet Drive public right-of-way.

Suggested Motion:

I move to adopt Resolution 2015-018, reclassifying and designating certain Town-owned land adjacent to Crossroads at Silverbell Park as Mamie Kai Drive and Benet Drive public right-of-way.

Attachments: Resolution 2015-018
224_Exhibit_A
224_Exhibit_B
224_Exhibit_C

MARANA RESOLUTION NO. 2015-018

RELATING TO REAL ESTATE; RECLASSIFYING AND DESIGNATING CERTAIN TOWN-OWNED LAND ADJACENT TO CROSSROADS AT SILVERBELL DISTRICT PARK AS MAMIE KAI DRIVE AND BENET DRIVE PUBLIC RIGHT-OF-WAY; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town of Marana owns certain land adjacent to Crossroads at Silverbell District Park which is laid out and planned as an extension of Mamie Kai Drive; and

WHEREAS the Town of Marana owns certain land adjacent to Crossroads at Silverbell District Park where the Town has constructed a park access lane intersecting with Silverbell Road in alignment with Benet Drive; and

WHEREAS neither of the Town-owned lands generally described above have been designated classified and/or designated as public right-of-way; and

WHEREAS the Town of Marana desires to reclassify and designate the Town-owned lands generally described above and legally described in the exhibits to this resolution as public right-of-way, to facilitate the development of a new public charter school on adjacent land; and

WHEREAS the Mayor and Council of the Town of Marana find that the public interests are served by reclassifying and designating these public rights-of-way.

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

SECTION 1. The Town-owned land legally described on Exhibit A and depicted on Exhibit C attached to and incorporated by this reference in this resolution is hereby reclassified and designated as additional Mamie Kai Drive public right-of-way.

SECTION 2. The Town-owned land legally described on Exhibit B and depicted on Exhibit C attached to and incorporated by this reference in this resolution is hereby reclassified and designated as additional Benet Drive public right-of-way.

SECTION 3. The Town Engineer and town staff are hereby authorized to take all other actions and execute all other documentation necessary to carry out this resolution.

SECTION 4. This resolution is adopted as an administrative function of the Town of Marana, and is effective immediately upon its passage.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 17th day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PUTT LAND SURVEYING, INC.
PHONE: (520) 790 8373 • FAX: (520) 512 8373
4817 EAST 5TH STREET • TUCSON, ARIZONA 85711

EXHIBIT "A"
"MAMIE KAI" DRIVE ADDITIONAL RIGHT OF WAY
LEGAL DESCRIPTION

A parcel of land for right of way purposes over a portion of Section 35, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, comprising of three contiguous parcels of land (Parcel No. 1, Parcel No. 2 & Parcel No. 3), more particularly described as follows:

Parcel No. 1 (being a portion of APN: 226-27-019E)

A portion of that certain parcel of land recorded in Docket 12610, Page 4117, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 35, from which the Northwest corner of said Section 35 bears North 01° 01' 00" West (basis of bearings), a distance of 2,629.85 feet;

THENCE North 01° 01' 00" West, along the West line of said Section 35, a distance of 899.97 feet to a point on the Northeasterly right of way of Silverbell Road, also being the Southwesterly line of Lot 10 of "Parcels 56, 57, & 72, Continental Ranch, Lots 1 thru 10", according to Book 60, Page 16, Maps and Plats, Pima County Arizona, and the beginning of a non-tangent curve to the right;

THENCE Southeasterly, along said Northeasterly right of way line of Silverbell road and said Southwesterly line of Lot 10, a distance of 292.31 feet along the arc of said non-tangent curve to the right, with a radius of 1,507.39 feet which bears South 34° 05' 38" West, a central angle of 11° 06' 38", a chord which bears South 50° 21' 03" East, a distance of 291.85 feet to the Northwesterly corner of said parcel of land recorded in Docket 12610, Page 4117, and the being the beginning of a reverse curve to the left;

THENCE Easterly, along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 38.47 feet along the arc of said reverse curve to the left, with a radius of 25.00 feet, a central angle of 88° 09' 20", a chord which bears South 88° 52' 24" East, a distance of 34.78 feet to a point of tangency;

THENCE North 47° 02' 56" East, continuing along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 109.00 feet to the beginning of a tangent curve to the right;

THENCE Easterly, continuing along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 221.60 feet along the arc of said tangent curve to the right, with a radius of 225.00 feet, a central angle of 56° 25' 52", a chord which bears North 75° 15'

52" East, a distance of 212.76 feet to a point of reverse curvature and the **POINT OF BEGINNING;**

THENCE Northeasterly, along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 40.70 feet along the arc of said reverse curve to the left, with a radius of 25.00 feet, a central angle of 93° 17' 02", a chord which bears North 56° 50' 17" East, a distance of 36.35 feet to the Northeasterly corner of said parcel of land recorded in Docket 12610, Page 4117, and the beginning of a non-tangent curve to the right hereinafter referred to as **POINT "B"**;

THENCE Southerly, along the Easterly line of said parcel of land recorded in Docket 12610, Page 4117 a distance of 27.90 feet along the arc of said non-tangent curve to the right, with a radius of 375.00 feet which bears North 79° 48' 14" West, a central angle of 04° 15' 44", a chord which bears South 12° 19' 38" West, a distance of 27.89 feet to the beginning of a non-tangent curve to the left;

THENCE Westerly, a distance of 25.58 feet along the arc of said non-tangent curve to the left, with a radius of 225.00 feet which bears South 19° 59' 34" West, a central angle of 06° 30' 46", a chord which bears North 73° 15' 49" West, a distance of 25.56 feet to the **POINT OF BEGINNING.**

Parcel No. 2 (being a portion of APN: 226-27-019H)

A portion of that certain parcel of land recorded in Docket 12201, Page 4107, more particularly described as follows:

BEGINNING at aforementioned **POINT "B";**

THENCE Northwesterly, along the Westerly line of said parcel of land recorded in Docket 12201, Page 4107, a distance of 436.58 feet along the arc of a curve to the left, with a radius of 375.00 feet, a central angle of 66° 42' 14", a chord which bears North 23° 09' 21" West, a distance of 412.34 feet to a point of non-tangency;

THENCE North 30° 22' 22" East, along the Northerly line of said parcel of land recorded in Docket 12201, Page 4107, also being the Southerly line of "Mamie Kai Drive", a public road according to Book 60, Page 16, Maps & Plats, Pima County, Arizona, a distance of 50.07 feet to the beginning of a non-tangent curve to the right;

THENCE Southeasterly, a distance of 436.62 feet along the arc of said non-tangent curve to the right, with a radius of 425.00 feet which bears South 33° 07' 30" West, a central angle of 58° 51' 44", a chord which bears South 27° 26' 38" East, a distance of 417.67 feet to the Southerly line of said parcel of land recorded in Docket 12201, Page 4107, and a point of non-tangency hereinafter referred to as **POINT "C"**;

THENCE South 40° 53' 47" West, along said Southerly line, a distance of 90.14 feet to the Southernmost corner of said parcel of land recorded in Docket 12201, Page 4107, and the beginning of a non-tangent curve to the left;

THENCE Northerly, along the Westerly line of said parcel of land recorded in Docket 12201, Page 4107, a distance of 16.83 feet along the arc of said non-tangent curve to the left, with a

radius of 375.00 feet which bears North 77° 13' 55" West, a central angle of 02° 34' 19", a chord which bears North 11° 28' 55" East, a distance of 16.83 feet to the **POINT OF BEGINNING;**

Parcel No. 3 (being a portion of APN: 226-27-023G)

A portion of that certain parcel of land recorded in Docket 11411, Page 1616, more particularly described as follows:

BEGINNING at aforementioned **POINT "C";**

THENCE Southerly, a distance of 97.77 feet along the arc of a curve to the right, with a radius of 425.00 feet, a central angle of 13° 10' 51", a chord which bears South 08° 34' 39" West, a distance of 97.56 feet to a point of non-tangency;

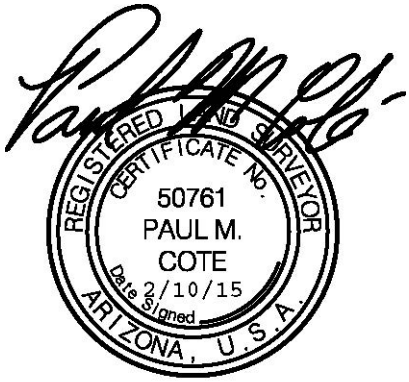
THENCE North 69° 31' 07" West, a distance of 48.32 feet to the beginning of a tangent curve to the left;

THENCE Westerly, a distance of 1.92 feet along the arc of said tangent curve to the left, with a radius of 225.00 feet, a central angle of 00° 29' 19", a chord which bears North 69° 45' 47" West, a distance of 1.92 feet to a point on the Westerly line of said parcel of land recorded in Docket 11411, Page 1616, and the beginning of a non-tangent curve to the left;

THENCE Northerly, along said Westerly line, a distance of 11.06 feet along the arc of said non-tangent curve to the left, with a radius of 375.00 feet which bears North 75° 32' 30" West, a central angle of 01° 41' 25", a chord which bears North 13° 36'47" East, a distance of 11.06 feet to a point of non-tangency;

THENCE North 40° 53' 47" East, continuing along the Westerly line of said parcel of land recorded in Docket 11411, Page 1616, a distance of 90.14 feet to the **POINT OF BEGINNING;**

SAID "MAMIE KAI DRIVE" ADDITIONAL RIGHT OF WAY contains **0.5769 acres**, or **25,128 square feet**, more or less.



EXPIRES 03/31/2016
(REFERS TO RENEWAL DATE)

PUTT LAND SURVEYING, INC.
PHONE: (520) 790 8373 • FAX: (520) 512 8373
4817 EAST 5TH STREET • TUCSON, ARIZONA 85711

EXHIBIT "B"
"BENET DRIVE" ADDITIONAL RIGHT OF WAY
LEGAL DESCRIPTION

A parcel of land for right of way purposes over a portion of Section 35, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, comprising of two contiguous parcels of land (Parcel No. 1 and Parcel No. 2), more particularly described as follows:

Parcel No. 1 (being a portion of APN: 226-27-019E)

A portion of that certain parcel of land recorded in Docket 12610, Page 4117, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 35, from which the Northwest corner of said Section 35 bears North 01° 01' 00" West (basis of bearings), a distance of 2,629.85 feet;

THENCE North 01° 01' 00" West, along the West line of said Section 35, a distance of 899.97 feet to a point on the Northeasterly right of way of Silverbell Road, also being the Southwesterly line of Lot 10 of "Parcels 56, 57, & 72, Continental Ranch, Lots 1 thru 10", according to Book 60, Page 16, Maps and Plats, Pima County Arizona, and the beginning of a non-tangent curve to the right;

THENCE Southeasterly, along said Northeasterly right of way line of Silverbell road and said Southwesterly line of Lot 10, a distance of 292.31 feet along the arc of said non-tangent curve to the right, with a radius of 1,507.39 feet which bears South 34° 05' 38" West, a central angle of 11° 06' 38", a chord which bears South 50° 21' 03" East, a distance of 291.85 feet to the Northwesterly corner of said parcel of land recorded in Docket 12610, Page 4117, also being the beginning of a reverse curve to the left and the **POINT OF BEGINNING;**

THENCE Easterly, along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 38.47 feet along the arc of said reverse curve to the left, with a radius of 25.00 feet, a central angle of 88° 09' 20", a chord which bears South 88° 52' 24" East, a distance of 34.78 feet to a point of tangency;

THENCE North 47° 02' 56" East, continuing along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 109.00 feet to the beginning of a tangent curve to the right;

THENCE Easterly, continuing along the Northerly line of said parcel of land recorded in Docket 12610, Page 4117, a distance of 221.60 feet along the arc of said tangent curve to the right, with a radius of 225.00 feet, a central angle of 56° 25' 52", a chord which bears North 75° 15' 52" East, a distance of 212.76 feet to a point on a curve marking a corner of said parcel of land recorded in Docket 12610, Page 4117;

THENCE continue Easterly, a distance of 25.58 feet along the arc of said compound curve to the right, with a radius of 225.00 feet, a central angle of 06° 30' 46", a chord which bears South 73° 15' 49" East, a distance of 25.56 feet to a point a point on the East line of that certain parcel of land recorded in Docket 12610, Page 4117, hereinafter referred to as **POINT "A"**, and the beginning of a non-tangent curve to the right;

THENCE Southerly, along said East line, a distance of 56.01 feet along the arc of said non-tangent curve to the right, with a radius of 375.00 feet which bears North 75° 32' 30" West, a central angle of 08° 33' 30", a chord which bears South 18° 44' 15" West, a distance of 55.96 feet to the beginning of a non-tangent curve to the left;

THENCE Westerly, a distance of 188.24 feet along the arc of said non-tangent curve to the left, with a radius of 171.00 feet which bears South 20° 07' 49" West, a central angle of 63° 04' 23", a chord which bears South 78° 35' 37" West, a distance of 178.88 feet to a point of tangency;

THENCE South 47° 03' 25" West, a distance of 64.32 feet to the beginning of a tangent curve to the right;

THENCE Southwesterly, a distance of 11.04 feet along the arc of said tangent curve to the right, with a radius of 251.00 feet, a central angle of 02° 31' 11", a chord which bears South 48° 19' 01" West, a distance of 11.04 feet to a point of tangency;

THENCE South 49° 34' 37" West, a distance of 56.83 feet to a point on the Northeasterly right of way of aforementioned Silverbell Road and the beginning of a non-tangent curve to the left;

THENCE Northwesterly, along said Northeasterly right of way, a distance of 77.06 feet along the arc of said non-tangent curve to the left, with a radius of 1,507.39 feet which bears South 48° 08' 01" West, a central angle of 02° 55' 44", a chord which bears North 43° 19' 52" West, a distance of 77.05 feet to the **POINT OF BEGINNING.**

Parcel No. 2 (being a portion of APN: 226-27-023G)

A portion of that certain parcel of land recorded in Docket 11411, Page 1616, more particularly described as follows:

COMMENCING at aforementioned **POINT "A"**;

THENCE Easterly, a distance of 1.92 feet along the arc of a curve to the right, with a radius of 225.00 feet, a central angle of 00° 29' 19", a chord which bears South 69° 45' 47" East, a distance of 1.92 feet to a point of tangency;

THENCE South 69° 31' 07" East, a distance of 48.32 feet to the beginning of a non-tangent curve to the right;

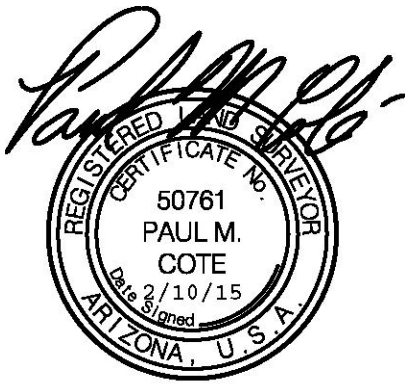
THENCE Southerly, a distance of 57.91 feet along the arc of said non-tangent curve to the right, with a radius of 425.00 feet which bears North 74° 49' 55" West, a central angle of 07° 48' 25", a chord which bears South 19° 04' 17" West, a distance of 57.86 feet to a point of non-tangency;

THENCE North 67° 06' 43" West, a distance of 41.77 feet to the beginning of a tangent curve to the left;

THENCE Westerly, a distance of 8.23 feet along the arc of said tangent curve to the left, with a radius of 171.00 feet, a central angle of 02° 45' 28", a chord which bears North 68° 29' 27" West, a distance of 8.23 feet to a point on the Westerly line of said parcel of land recorded in Docket 11411, Page 1616, and the beginning of a non-tangent curve to the left;

THENCE Northerly along said Westerly line, a distance of 56.01 feet along the arc of said non-tangent curve to the left, with a radius of 375.00 feet which bears North 66° 59' 00" West, a central angle of 08° 33' 30", a chord which bears North 18° 44' 15" East, a distance of 55.96 feet to the **POINT OF BEGINNING.**

SAID "BENET DRIVE" ADDITIONAL RIGHT OF WAY contains **0.5162 acres**, or **22,486 square feet**, more or less



EXPIRES 03/31/2016
(REFERS TO RENEWAL DATE)

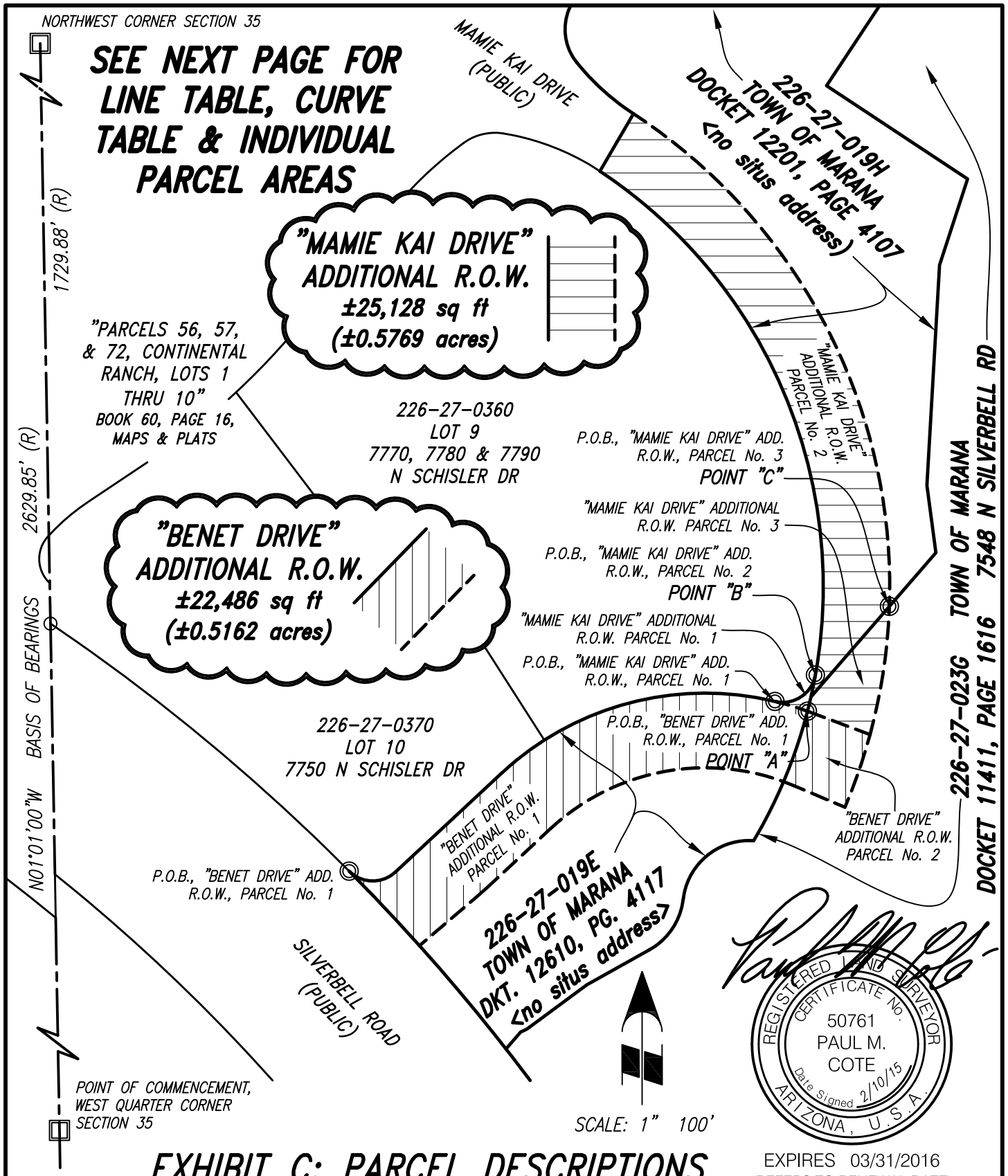


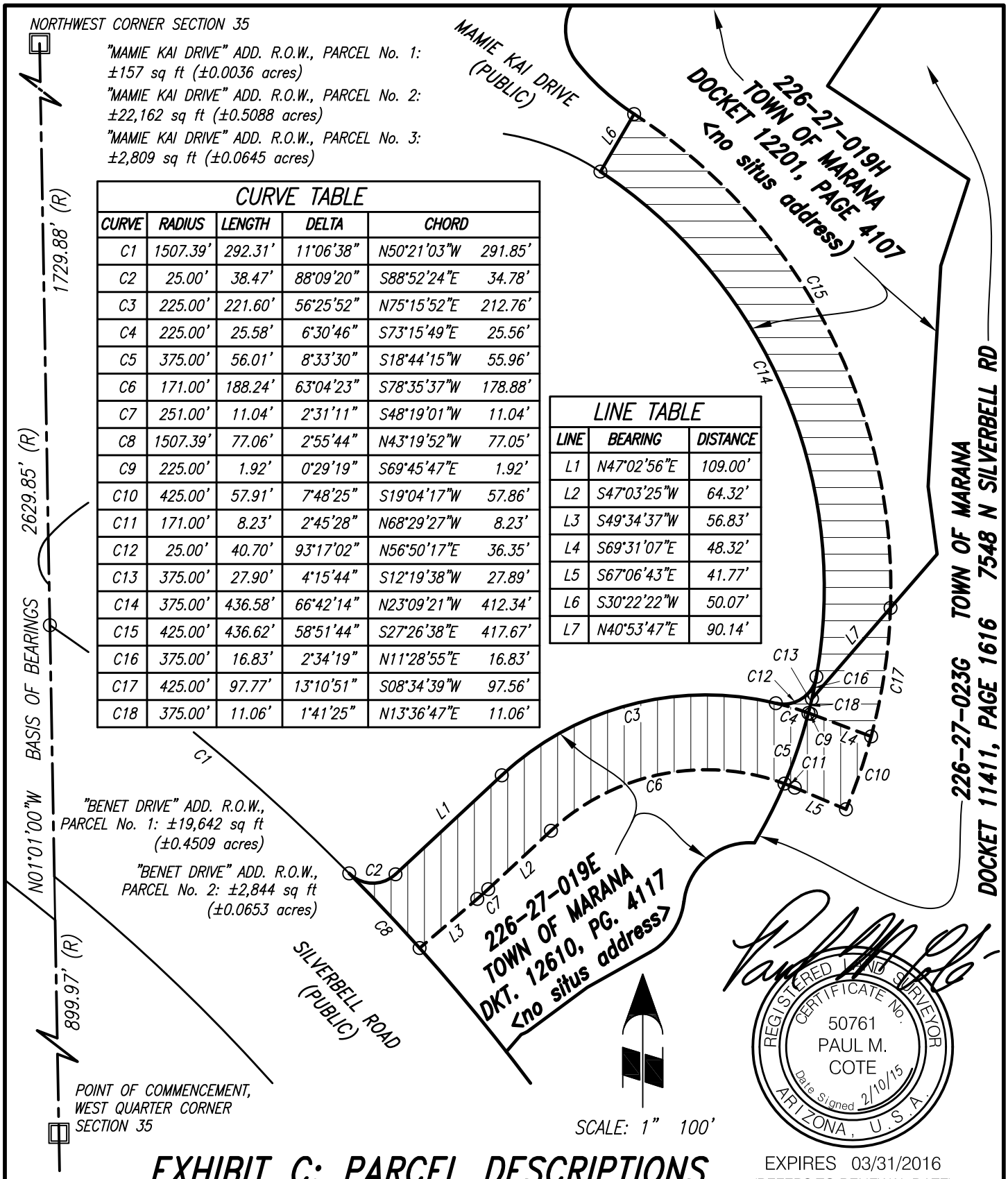
EXHIBIT C: PARCEL DESCRIPTIONS

EXPIRES 03/31/2016
(REFERS TO RENEWAL DATE)

DRAWN:	PMC
CHECKED:	DLP
DATE:	2/10/15
JOB NO.:	14-238
PAGE	1 of 2

A PORTION OF SECTION 35, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PUTT LAND SURVEYING, INC.
4817 EAST FIFTH STREET, TUCSON, ARIZONA 85711
TELEPHONE: (520) 790-8373 FAX: (520) 512-8373



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	
C1	1507.39'	292.31'	11°06'38"	N50°21'03"W	291.85'
C2	25.00'	38.47'	88°09'20"	S88°52'24"E	34.78'
C3	225.00'	221.60'	56°25'52"	N75°15'52"E	212.76'
C4	225.00'	25.58'	6°30'46"	S73°15'49"E	25.56'
C5	375.00'	56.01'	8°33'30"	S18°44'15"W	55.96'
C6	171.00'	188.24'	63°04'23"	S78°35'37"W	178.88'
C7	251.00'	11.04'	2°31'11"	S48°19'01"W	11.04'
C8	1507.39'	77.06'	2°55'44"	N43°19'52"W	77.05'
C9	225.00'	1.92'	0°29'19"	S69°45'47"E	1.92'
C10	425.00'	57.91'	7°48'25"	S19°04'17"W	57.86'
C11	171.00'	8.23'	2°45'28"	N68°29'27"W	8.23'
C12	25.00'	40.70'	93°17'02"	N56°50'17"E	36.35'
C13	375.00'	27.90'	4°15'44"	S12°19'38"W	27.89'
C14	375.00'	436.58'	66°42'14"	N23°09'21"W	412.34'
C15	425.00'	436.62'	58°51'44"	S27°26'38"E	417.67'
C16	375.00'	16.83'	2°34'19"	N11°28'55"E	16.83'
C17	425.00'	97.77'	13°10'51"	S08°34'39"W	97.56'
C18	375.00'	11.06'	1°41'25"	N13°36'47"E	11.06'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N47°02'56"E	109.00'
L2	S47°03'25"W	64.32'
L3	S49°34'37"W	56.83'
L4	S69°31'07"E	48.32'
L5	S67°06'43"E	41.77'
L6	S30°22'22"W	50.07'
L7	N40°53'47"E	90.14'

EXHIBIT C: PARCEL DESCRIPTIONS

EXPIRES 03/31/2016
(REFERS TO RENEWAL DATE)

DRAWN:	PMC
CHECKED:	DLP
DATE:	2/10/15
JOB NO.:	14-238
PAGE	2 of 2

A PORTION OF SECTION 35, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

PUTT LAND SURVEYING, INC.
4817 EAST FIFTH STREET, TUCSON, ARIZONA 85711
TELEPHONE: (520) 790-8373 FAX: (520) 512-8373

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 4

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: February 17, 2015

Subject: Approval of February 3, 2015 Regular Council Meeting Minutes and February 10, 2015 Special Council Minutes
(Jocelyn C. Bronson)

Attachments: 2-3-2015 Regular Council Meeting Minutes
2-10-2015 Special Council Minutes

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 3, 2015 at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:01 p.m. **Town Clerk Bronson** called roll. **Council Member Ziegler** was excused; there was a quorum present.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Bowen. Passed unanimously 6-0.***

CALL TO THE PUBLIC. Ken Scoville spoke regarding heritage, preserved artifacts and his perspective on the Lazy K Bar Ranch site. He proposed the town consider purchasing the ranch buildings on the Lazy K Bar Ranch and 38 acres for preservation then use existing zoning for the remaining 100 acres for 70 homes.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Member McGorray reported on a SALARA (Southern Arizona Lodges and Resorts Association) meeting at La Paloma and noted that she brought back information for Council to look at regarding roads and transportation and who and how to pay for them. Brent Deraad, president and CEO of Visit Tucson, spoke on tourism and the possibility of getting together with the town of Marana and working to bring tourism here. **Council Member Comerford** spoke regarding a Chamber government meeting she attended last week. She noted that County Supervisor Ray Carroll was in attendance. Her issue was the proposed $.10 County gas tax increase. She warned the audience to not be fooled by the reports being circulated throughout the County about what will be done with the money. The only numbers she trusts are those presented by Finance Director, Erik Montague. There have been a lot of promises made by the County over the years for money that has been dedicated for certain projects which she is not convinced have been used for those purposes.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Gilbert Davidson reported that the January Council Executive Report is on the dais for their review.

PRESENTATIONS

P 1 Relating to Budget; presentation of independent auditor's report and final results of the Town's General Fund and certain other funds for the 2013-14 fiscal year. **Erik Montague** began by noting that in September preliminary results were reported to Council on the state of the general fund. Tonight's presentation is a follow-up to that with the final results. This will be the first time the final results have been formally presented. He presented a high level overview of the General Fund, Highway User Revenue Fund, Bed Tax Fund, Transportation Fund and Enterprise Funds. Next, he introduced **Starla Anderson**, Finance Manager, and then introduced **Marilyn Mays**, managing partner of Henry & Horne Auditors who reviewed the Independent Auditor's Report with Council. Ms. Mays stated that the report is in the CAFR and it is a clean report which shows that the town's financial statements are fairly presented in accordance with Generally Accepted Accounting Principles with no significant deficiencies or material weaknesses or instances of material non-compliance. Further, there are sufficient internal controls, no difficulties encountered while performing the audit, and no uncorrected misstatements or disagreements with management.

Ms. Mays did note that there will be an upcoming accounting change as a result of GASB (Government Accounting and Standards Board) 68. The Board has issued a pronouncement taking effect in the production of the next financial statements regarding how to account for the defined benefit pension plans. Currently, the requirement of the accounting standards is to disclose the information on those defined benefit plans. Starting this year, the assets or liabilities

of those plans will go on the town's financials. Right now the pension plans are underfunded, so there will be a significant liability being presented on the town's financial statements next year. Next, she noted that the expenditure limitation report was filed in a timely manner, as was the single audit of the federal dollars. **Council Member Bowen** asked if the treatment by town employees was cordial and professional. **Ms. Mays** noted that it was. **Council Member Bowen** then asked about the pension funds which are still being managed by the state. Ms. Mays stated that these will ultimately be presented on the town's financials, although they are being disclosed. They are not on the state's ledger which is one of the reasons why GASB is asking whose books they are on. The state has its own financial reporting statements, and it shows up there. **Mr. Montague** added that under the current requirements, what we disclose or what our obligation is regarding the current contribution is to make the current percentage calculation based on payroll. Under the new GASB, the town will be required, and has always been obligated to provide the detail of the health of the plan including its percentage of funding, but what will change is the accrual of the actual liability for the un- or underfunded portion which could be significant depending upon the entity and the plan. **Council Member Bowen** asked if we have any power to change that if we show the liability on our books. Are we being given the permission to decide how much to fund it with? **Mr. Montague** stated that this would segue directly into the 2015-16 budget, because tied to that we've had some level of control relative to how we've dealt with the unfunded portion. He then gave an example using the public safety retirement system of paying that allows us to amortize over 20 years or identify strategies to spread the payment over less than 20 years to address the unfunded liability. We may not have access to the same tools for every system. He will spend more time on this in a future study session because this is one of the elements that is going to provide challenges as to how it will impact other operations of the town. **Council Member Kai** asked if Henry & Horne would be providing an opinion letter to the town. **Ms. Mays** indicated that the opinion letter is actually in the CAFR, and it is an unmodified, clean opinion, so it's already been issued.

CONSENT AGENDA. ***Motion to approve by Vice Mayor Post, second by Council Member McGorray. Passed unanimously 6-0.***

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.

C 1 Resolution No. 2015-014: Relating to Community Development; approving a contribution of $500 in support of Marana High Grad Night (Vickie Hathaway)

C 2 Resolution No. 2015-015: Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Agreement with Christopher & Stacy Sullivan DBA C&S Calves, for the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

C 3 Ordinance No. 2014.005: Relating to Finance; amending the Town of Marana comprehensive fee schedule; and designating an effective date (Erik Montague)

C 4 Approval of January 20, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L 1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Claudio Jesus Martinez on behalf of the American Diabetes Association for a special event to be held on March 1, 2015. Presented by **Jocelyn Bronson**, who noted that the application was properly reviewed. Staff recommends approval***. Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously 6-0***.

L 2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer of a series 9 Liquor Store liquor license submitted by Alpna Ajit Patel for Sandario Discount Market located at 13865 N. Sandario Road, Marana, Arizona 85653. Presented by **Jocelyn Bronson**, who noted that the application was properly reviewed and posted. Staff recommends approval***. Motion to approve by Council Member Bowen, second by Council Member Kai. Passed unanimously 6-0.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A 1 Ordinance No. 2015.006: Relating to Parks and Recreation; amending Marana Town Code Chapter 13-1 (Parks and Recreation Regulations); amending Section 13-1-2 (Intoxicants and disturbing the peace) by renaming it as "Spirituous liquor prohibited; permits; exception; definitions" and rewriting it in its entirety; amending Section 13-1-3 (Use and occupancy rules and regulations) regarding possession of glass containers; amending Section 13-1-4 (Violations and penalties); and designating an effective date. Presented by **Jane Fairall** who noted that this revision will make several changes to Title 13 of the Town Code related to Parks & Recreation and regulations in the Park. There are two main changes. The first is to give the Parks director discretion to issue a permit to allow consumption and possession of both beer and wine in the parks. The general rules remain the same. Under the current permitting process, only beer is

allowed. The second main change regards the possession of glass containers in the parks. The general rules will stay the same; however, the revision to this ordinance would allow the Parks director to grant exemptions in certain situations where glass containers might be appropriate. Staff has been in discussions with a couple who want to have a wedding at the event center at the Heritage Park. This would allow them to have bottles of champagne or even glass candle holders. She continued, stating that currently there's no exception to the rule that you can't have alcohol unless you have a beer permit. Staff is proposing to add a section that would state that these provisions would not apply if someone obtained a liquor license related to an event at the parks. There was some concern expressed that someone could get a liquor license on our property, but the only type of license that a person could get at a park would be a special event liquor license such as the one being proposed for the Heritage Conservancy's Founders' Day event. Those come to Council and generally are not considered by the State Liquor Board unless the Town Council approves them. People can consume the alcohol under the constraints of the liquor license.

Motion to approve by Council Member Comerford, second by Council Member McGorray. Passed unanimously 6-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 Relating to Utilities; update and discussion regarding progress on the design and construction of the Marana Water Reclamation Effluent Recharge Project and request for approval of the necessary funding to complete construction of the project. Presented by **John Kmiec**, who stated that the primary goal of the project is to optimize the use of effluent particularly in north Marana on the wastewater side by 2016. A secondary component is the potential to create a public amenity co-located with the effluent facility. It's a common theme throughout Arizona and other communities. Over the last several months, the services of HDR Incorporated were retained to help staff scope out a full master plan for the facility. Part of that master plan is to select and review appropriate recharge technology.

At this point, HDR has prepared the basis for the design. A two-phased approach was taken to get to the goal. The first phase of the design is to get 1.5M gallons per day of effluent into the ground as well as retaining the property available to be at full capacity at the north Marana plant, which is 3.5M gallons per day. Several recharge methods were reviewed including injection, shallow basin and deep basin. The method selected is the deep basin method which he went on to explain in more detail. Generally, this was based partly on the silt and sand geologic conditions of the 49 acres east of the treatment facility which was acquired with the treatment plant and partly to save on future energy costs associated with getting the water to the facility. The deep basin technique will allow for gravity feed from the plant to the basins without using any energy. He then went over the various elements of the design on a map which was before Council.

Mr. Kmiec then reviewed the permanent water resources before discussing the budget and schedule for construction. Initial construction was $1.3M, and current impact fees were designed around a $1.3M facility. Now that a deep basin technology has been selected, the revised construction estimate is $1.7M. This leaves a deficit of $400K needed to complete the facility to get 1.5M gallons per day in the recharge facility. The additional money can be used from the old water resource impact fee as we are still carrying a fund balance on that. Moving forward with permitting with ADWR and ADEQ - we are hoping to provide them with the applications in the next couple of weeks – our plan is to commission the recharge facility by the Spring/Summer of 2016 and start accruing those credits. **Council Member Bowen** asked how many acre feet are used in the north Marana area now that have to be credited back. **Mr. Kmiec** responded that the acre feet that would be stored at this facility would benefit all Marana water customers. We are currently receiving about 350 acre feet. The plant is doing about an acre foot a day. The whole Marana Water Utilities system is using between 2100 and 2300 acre feet a year –for all customers.

Motion by Council Member Comerford approve the necessary funding from the current and past renewable resource fees to complete the construction of the Marana Reclamation Effluent Recharge Project. Second by Vice Mayor Post. Passed unanimously 6-0.

D 2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies. **Mr. Davidson** indicated that there was no additional report other than what was placed at the Council dais – the League's Legislative Bulletin dated January 23, 2015. He will be happy to discuss any questions or concerns regarding any bill.

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.

E 1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

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 for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT. ***Motion to adjourn at 7:55 p.m. by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 6-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on February 3, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Executive Conference Room 1st Floor MMC
February 10, 2015, at or after 4:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

SPECIAL COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. **Mayor Honea** called the meeting to order at 4:03 p.m. **Town Clerk Bronson** called roll. Vice Mayor Post and Council Member Kai were excused; there was a quorum present.

PLEDGE OF ALLEGIANCE. **Mayor Honea** dispensed with the Pledge until the Study Session.

APPROVAL OF AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Bowen. Passed unanimously 5-0.***

EXECUTIVE SESSION. ***Motion to go into executive session at 4:05 p.m. by Council Member Comerford, second by Council Member McGorray. Motion passed 5-0.***

Pursuant to A.R.S. Section 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.

1. Executive Session pursuant to A.AR. S. Section 38-431.03 (A)(1) to discuss and evaluate the performance of Town Manager Gilbert Davidson.

ADJOURNMENT. ***Council returned to open session 4:30 p.m. with no action taken. Motion by Council Member Ziegler, second by Council Member McGorray to adjourn. Passed unanimously 5-0.***

CERTIFICATION. I hereby certify that the foregoing are the true and correct minutes of the public session of the Special Council Meeting held on February 10, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L 1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: February 17, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Esperanza T. Rodriquez on behalf of Marana Heritage Conservancy for 2015 Founders Day to be held on March 7, 2015 at Ora Mae Harn Park, Marana, Arizona 85653 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of Marana Heritage Conservancy for 2015 Founders Day to be held on March 7, 2015 at Ora Mae Harn Park, Marana, Arizona 85653. The applicant has also applied for a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event

meets the requirements for granting the license, the director of the DLLC will issue a special event liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Esperanza T. Rodriquez on behalf of Marana Heritage Conservancy for 2015 Founders Day.

OPTION 2: I move to disapprove the special event liquor license application submitted by Esperanza T. Rodriquez on behalf of Marana Heritage Conservancy for 2015 Founders Day.

Attachments: Application
Description of License Type

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

RECEIVED
FEB 02 2015
Town of Marana
Clerk's Office

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(602) 542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

COPY

Fee = $25.00 per day for 1-10 day events only
A service fee of $25.00 will be charged for all dishonored checks (A.R.S.§ 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY
LICENSE #

1. Name of Organization: Marana Heritage Conservancy
2. Non-Profit/I.R.S. Tax Exempt Number: _____
3. The organization is a: (check one box only)
   - ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
   Founders Day 37th Annual
5. Location of the event: Ora Mae Harn Park Marana Az
   Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Rodriguez Esperanza T. [redacted]
   Last First Middle Date of Birth
7. Applicant's Mailing Address: P.O Box 1083 Marana Az 85653
   Street City State Zip
8. Phone Numbers: (520) 954-4418 (520) 382-2617 ( )
   Site Owner # Applicant's Business # Applicant's Home #
9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	March 7, 2015	Saturday	9	5
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Marana Heritage Conservancy 100%
Percentage

Address P.O Box 1074 Marana, AZ 85653

Name _____ _____
Percentage

Address _____

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

_____ # Police ☒ Fencing
2 # Security personnel ☐ Barriers

_____

_____

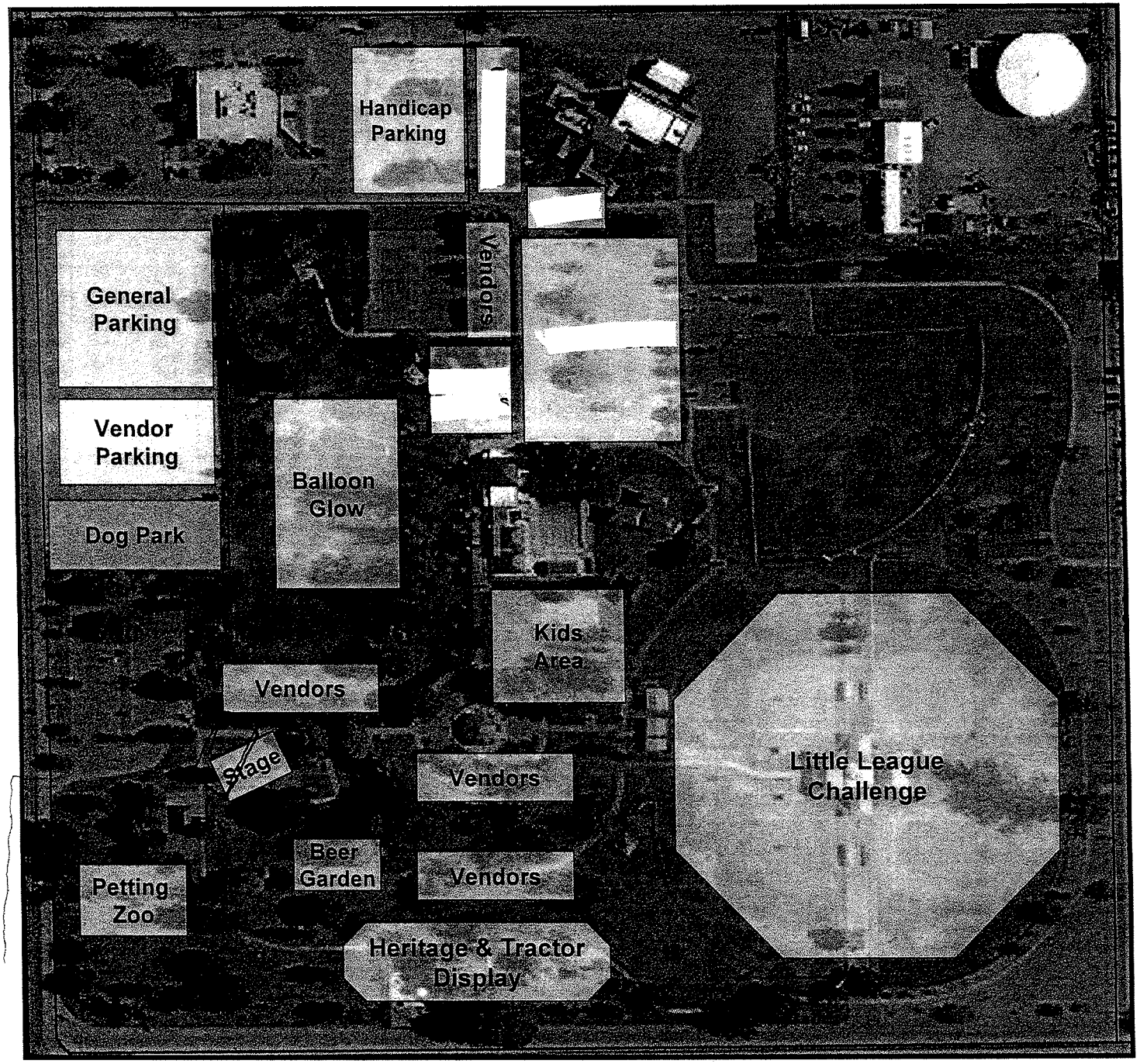
_____

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

_____ ( ) _____
Name of Business Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

2015 Founders' Day Site Map



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Frank Wiltz (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Frank Wiltz (Signature) PRESIDENT (Title/Position) 1/30/15 (Date) (520) 907-0040. (Phone #)

ANNA L FERNANDEZ
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
June 12, 2016

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 30 Day 01 Month 2015 Year

My Commission expires on: 06-12-2016 (Date) Anna L Fernandez (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Esperanza T. Rodriguez (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Esperanza T Rodriguez (Signature)

Notary Public Arizona
Pima County
My Commission Expires
April 4th, 2018

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 22nd Day January Month 2015 Year

My commission expires on: 04-04-18 (Date) Nicole E Gleeson (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: February 17, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
The Community Focus Area, Principal Statement 2 states "We will use unique and creative approaches to engage and reach out to citizens." Within this Principal Statement, Initiative 9 requires evaluation and continuous improvement of citizen participation and community outreach. The Marana Citizens' Forum is part of this outreach.

Subject: Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Winter 2015 Marana Citizens' Forum regarding the topic "How to engage the community in enacting the Strategic Plan III." (Jocelyn C. Bronson)

Discussion:
A presentation will be made by delegates of the Marana Citizens' Forum related to the Winter 2015 Forum topic "How to engage the community in enacting the Strategic Plan III."

The Forum delegates held five sessions which included presentations on the town's current marketing/communications plan, demographic information for all areas of Marana, how the Strategic Plan was developed, partnerships with other organizations, current projects in design, Marana's regional image, General Plan components, and the Chamber of Commerce efforts regarding production as well as promotion and marketing of local events.

The Town Council, upon hearing the recommendations, may seek additional information, direct further action by staff, or ask for the recommendations to be brought forward as future Council items.

Staff Recommendation:
Presentation only.

Suggested Motion:
Council's pleasure.

Attachments:
No file(s) attached.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 2

To: Mayor and Council

From: Keith Brann, Town Engineer

Date: February 17, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-019: [The Town Council acting as the Floodplain Board] Relating to Floodplain Management; granting a variance to Marana Land Development Code Title 21 (Flood Plain and Erosion Hazard Management Code) for property located at 6401 West Marana Center Boulevard (Keith Brann)

Discussion:
Simon Properties is the developer of the Tucson Premium Outlets project in Marana located near the Twin Peaks Interchange. The project was issued floodplain use permit number FP1409-002 for construction of 6 buildings that make up the outlet mall site. The outlet mall site is part of a larger development known as Marana Center being constructed by Vintage Partners. Major infrastructure for the Marana Center site includes drainage channels that support a conditional letter of map revision (CLOMR) by FEMA to remove the site from the FEMA special flood hazard area or "floodplain".

While the physical work involved in constructing the drainage channels has been completed, the remaining paperwork required by FEMA to convert the CLOMR to a final Letter of Map amendment (LOMR) and remove the property from the FEMA floodplain will take several months.

Simon Properties is requesting a variance from section 21.05.04.I.5 of the floodplain and erosion hazard management code (title 21 of the land development code). This section states: "Commercial/Industrial buildings to be affected by a LOMR will not be granted a certificate of occupancy, including temporary certificate of occupancy, until the LOMR has become effective unless the building as constructed meets the requirements of this Title for the pre-LOMR condition."

Vintage Partners has provided engineering support of the constructed channel system and its compliance with the CLOMR. The will be expeditiously pursuing the final paperwork process to

secure the FEMA LOMR and remove the site from the FEMA floodplain.

Town staff agrees that the physical improvements constructed in compliance with the FEMA CLOMR constitute the highest and best information regarding the safety of the site from flooding. Staff supports the granting of the floodplain variance and will continue to work with the developer to secure the final LOMR for the site.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-019, granting the floodplain variance.

Suggested Motion:

I move to adopt Resolution 2015-019, granting the floodplain variance for property located at 6401 West Marana Center Boulevard.

Attachments: Resolution 2015-019
Engineering support

MARANA RESOLUTION NO. 2015-019

RELATING TO FLOODPLAIN MANAGEMENT; GRANTING A VARIANCE TO MARANA LAND DEVELOPMENT CODE TITLE 21 (FLOODPLAIN AND EROSION HAZARD MANAGEMENT CODE) FOR PROPERTY LOCATED AT 6401 WEST MARANA CENTER BOULEVARD

WHEREAS Simon Properties is the owner of a property located at 6401 West Marana Center Boulevard, Marana, Arizona, and located within the designated Federal Emergency Management Agency (FEMA) designated special flood hazard area; and

WHEREAS flood control infrastructure necessary to comply with a FEMA-issued Conditional Letter of Map Revision (CLOMR) has been completed in accordance with the CLOMR and Town requirements; and

WHEREAS the owner will not be able to secure a final Letter of Map Revision (LOMR) from FEMA prior being eligible for a certificate of occupancy as required by the Floodplain and Erosion Hazard Management Code; and

WHEREAS the Town Council finds that the constructed flood control infrastructure represents the highest and best information regarding the safety of the site from flooding; and

WHEREAS the Town Council, acting as the Floodplain Board, and pursuant to the Marana Land Development Code Title 21 (Floodplain and Erosion Hazard Management Code), is empowered to grant variances, provided all variance actions must be reported in a biennial report to FEMA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, acting as the Floodplain Board, that the property located at 6401 West Marana Center Boulevard, Marana, Arizona, is hereby granted a variance from section 21.05.04.I.5 of the Marana Land Development Code, which would otherwise prohibit issuance of a certificate of occupancy prior to the effective date of a FEMA Letter of Map Revision, subject to the following condition:

1. The variance granted is for the six buildings that constitute Simon Properties' Marana Premium Outlets.

2. All other aspects of Marana Land Development Code Title 21 are to be adhered to.

3. Applicant shall sign a covenant indemnifying and holding the Town of Marana and its agents harmless in the event of flooding.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, acting as the Floodplain Board of the Town of Marana, Arizona, this 17th day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S., CFM
Michael T. Young, P.E.
James S. Campbell, P.E.
Thomas R. Gettings, R.L.S.
Darin L. Moore, P.E.
Jeffrey R. Minch, P.E., CFM
Robert D. Gofonia, P.E., R.L.S.
Patrick W. Marum, P.E.
Michael R. Havill, P.E., R.L.S.

January 28, 2015

Mr. Keith Brann P.E., CFM
Town Engineer
Town of Marana
11555 West Civic Center Drive, Building A2
Marana, AZ 85653

(520) 382-2600
kbrann@marana.com

Re: **Floodplain Variance, Simon Parcel within Marana Center**
WP# 134026.13

Dear Mr. Brann:

This letter is in reference to a floodplain variance request for the Simon Parcel related to the proposed Letter of Map Revision (LOMR) by Federal Emergency Management Agency (FEMA).

Please note that major drainage infrastructure is already built for Marana Center based on an approved drainage report and design plans by the Town of Marana. The infrastructure is also in accordance with the approved Conditional Letter of Map Revision (CLOMR) by FEMA dated October 2009. Once the LOMR is processed through FEMA, the Simon Parcel will be removed from the FEMA flood hazard designation Zone AO.

We have every confidence that the site is physically safe from flooding in accordance with Marana codes and standards and will continue to diligently pursue the formal FEMA process of securing the LOMR for the site.

Please let us know if you need any further clarification.

Sincerely,

Wood, Patel & Associates, Inc.

Ashok C. Patel, P.E., R.L.S., CFM
Principal

Registered Professional Engineer (Civil)
CERTIFICATE NO.
10512
ASHOK C.
PATEL
Date Signed 1/28/15
ARIZONA U.S.A.
expires 12/31/15

ACP/ec

cc: Duane Hunn

Y:\WP\General Correspondence\134026.13 Marana Center Floodplain Variance, Simon Parcel Letter Town of Marana KBrann 01-28-15.docx

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 3

To: Mayor and Council

From: Laine Sklar, Senior Assistant Town Attorney

Date: February 17, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Development: [The Town Council acting as the Floodplain Board] Relating to Floodplain Management; report to Floodplain Board and order, as required by the Marana Land Development Code and Federal Regulations, concerning a floodplain violation on property located at 13561 N. Sandra Road (Keith Brann)

Discussion:

The Town of Marana Land Development Code (LDC) section 21.03.10 requires that within 30 days of discovery of a floodplain violation the Floodplain Administrator make a report to the Floodplain Board.

Pursuant to LDC 21.03.10, the Floodplain Administrator hereby reports to the Board that the property located at 13561 N. Sandra Road is currently in violation of LDC sections 19.040(M) - Removal of Native Vegetation and 21.03.08 - Unlawful Acts (diverting, retarding or obstructing the flow of waters in a watercourse, if it creates a hazard to life or property without securing the written authorization required by A.R.S. § 48-3613). The fill dirt at this location has shifted the flow of water onto adjacent properties, causing erosion and damage to the driveway of the neighbor to the west, and damage to the parking area and stables of the neighbor to the southwest.

The Town posted a stop-work order on the property, pursuant to LDC section 19.080(B), and the Engineering Department is working with the property owner to effect abatement of the violations.

Along with this report to the Floodplain Board, LDC section 21.03.10 requires that within 30 days of the Report, the Floodplain Board order one of the following:

A. Take any necessary action to effect the abatement of such violation; or
B. Issue a floodplain variance to this Title in accordance with the provisions of Section 21.06; or
C. Order the owner of the property upon which the violation exists to provide whatever additional information may be required for their determination. Such information must be

provided to the Floodplain Administrator within 30 days of such order and the Floodplain Administrator shall submit an amended report to the Floodplain Board within 20 days. At the next regularly scheduled public meeting, the Floodplain Board shall either order the abatement of said violation or they shall grant a floodplain variance in accordance with the provisions of Section 21.06; or

D. For FEMA regulated special flood hazard areas, submit to the administrator of FIA a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the FIA of 1968 as amended.
E. The Town of Marana may withhold the issuance of permits, including building permits, native plant permits and grading permits, for the development or improvement on the parcel or a any contiguous parcel of land under the same ownership.

Staff Recommendation:

Staff recommends that the Board order the property owner to take any necessary action to effect abatement of the currently existing violations, pursuant to LDC section 21.03.10(A).

Suggested Motion:

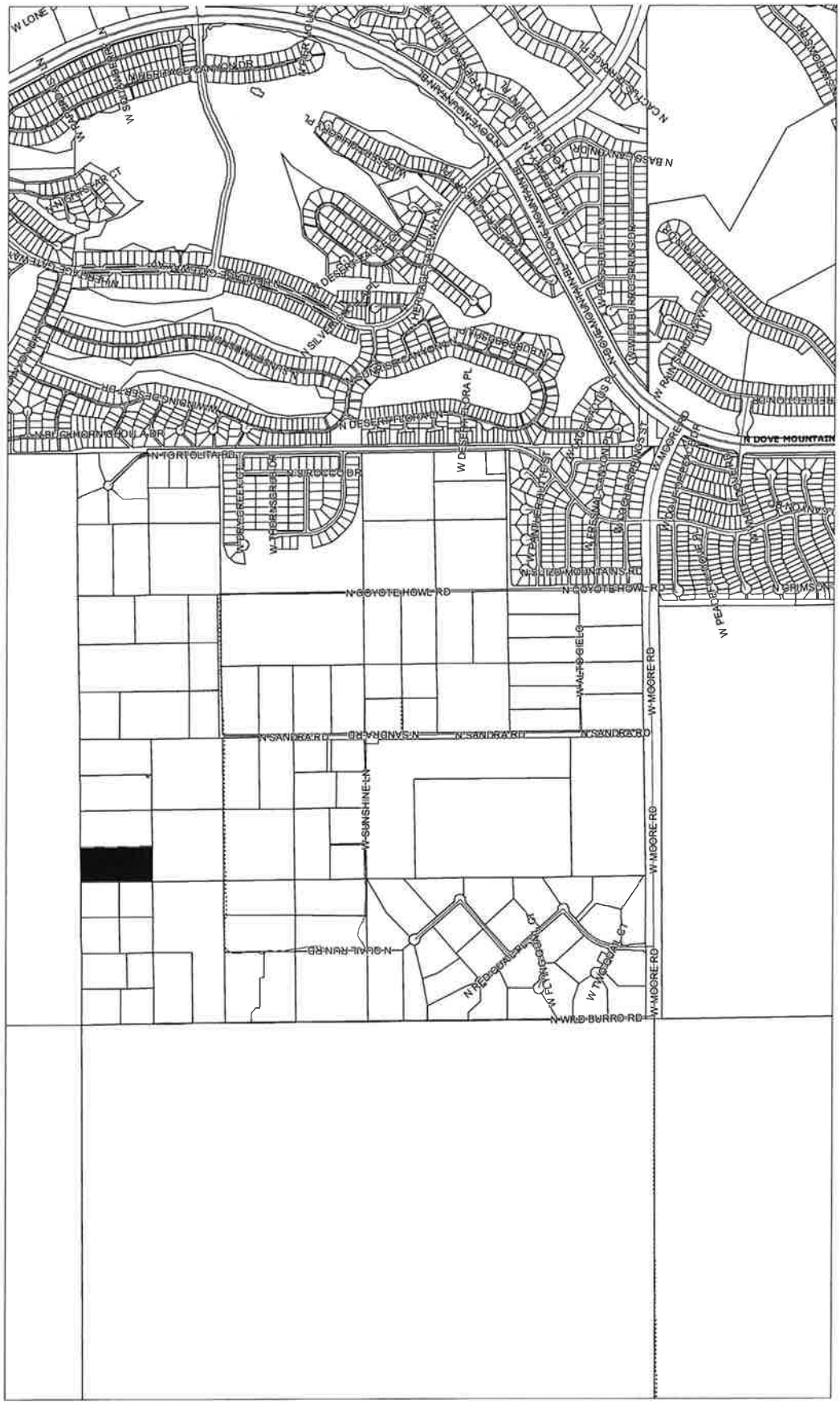
I move to accept the Floodplain Administrator's report concerning the floodplain violation at 13561 N. Sandra Road. I further move that the property owner be ordered to take any action necessary to effect abatement of the currently existing violations, pursuant to LDC section 21.03.10(A).

OR

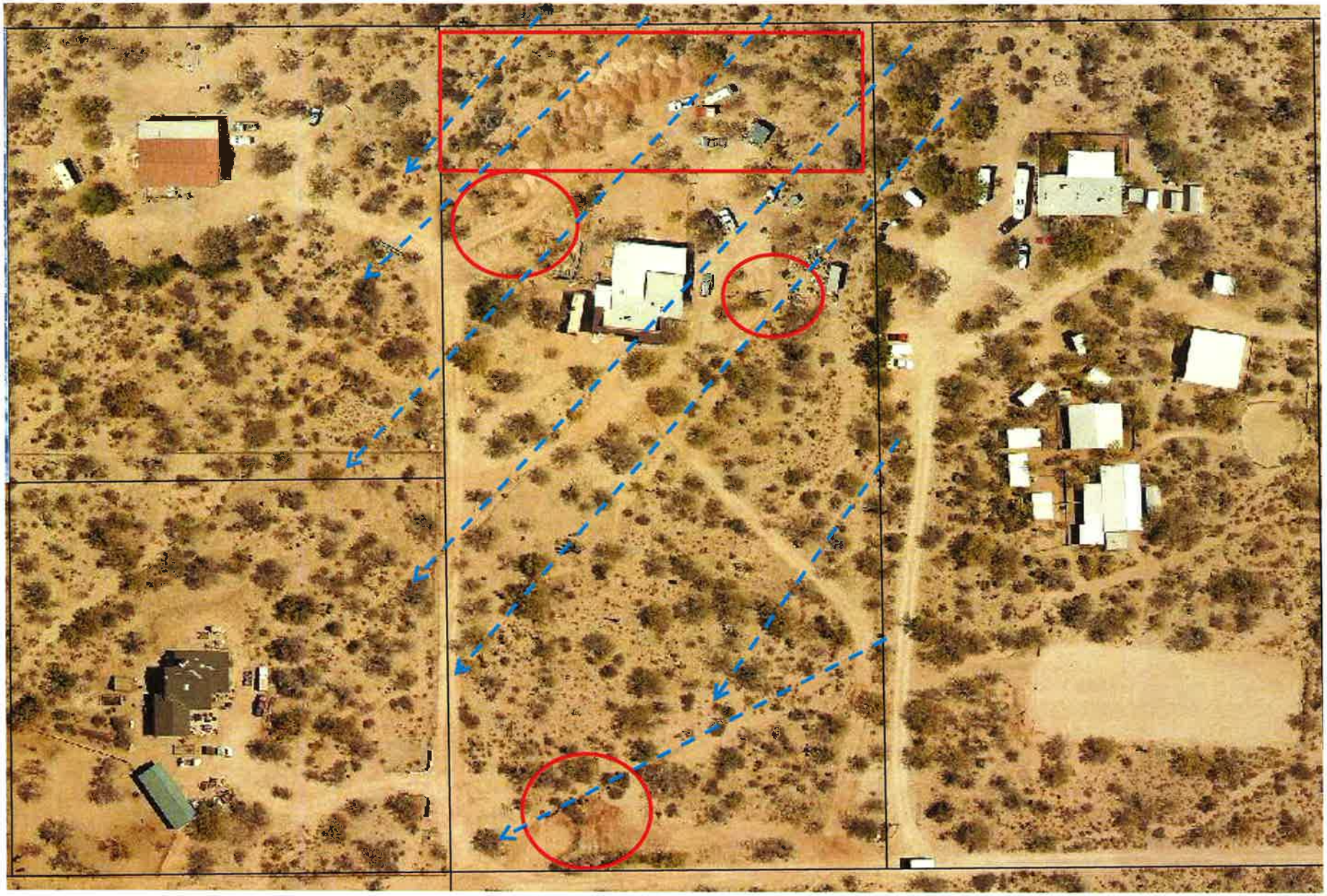
Council's pleasure, acting as the Floodplain Board.

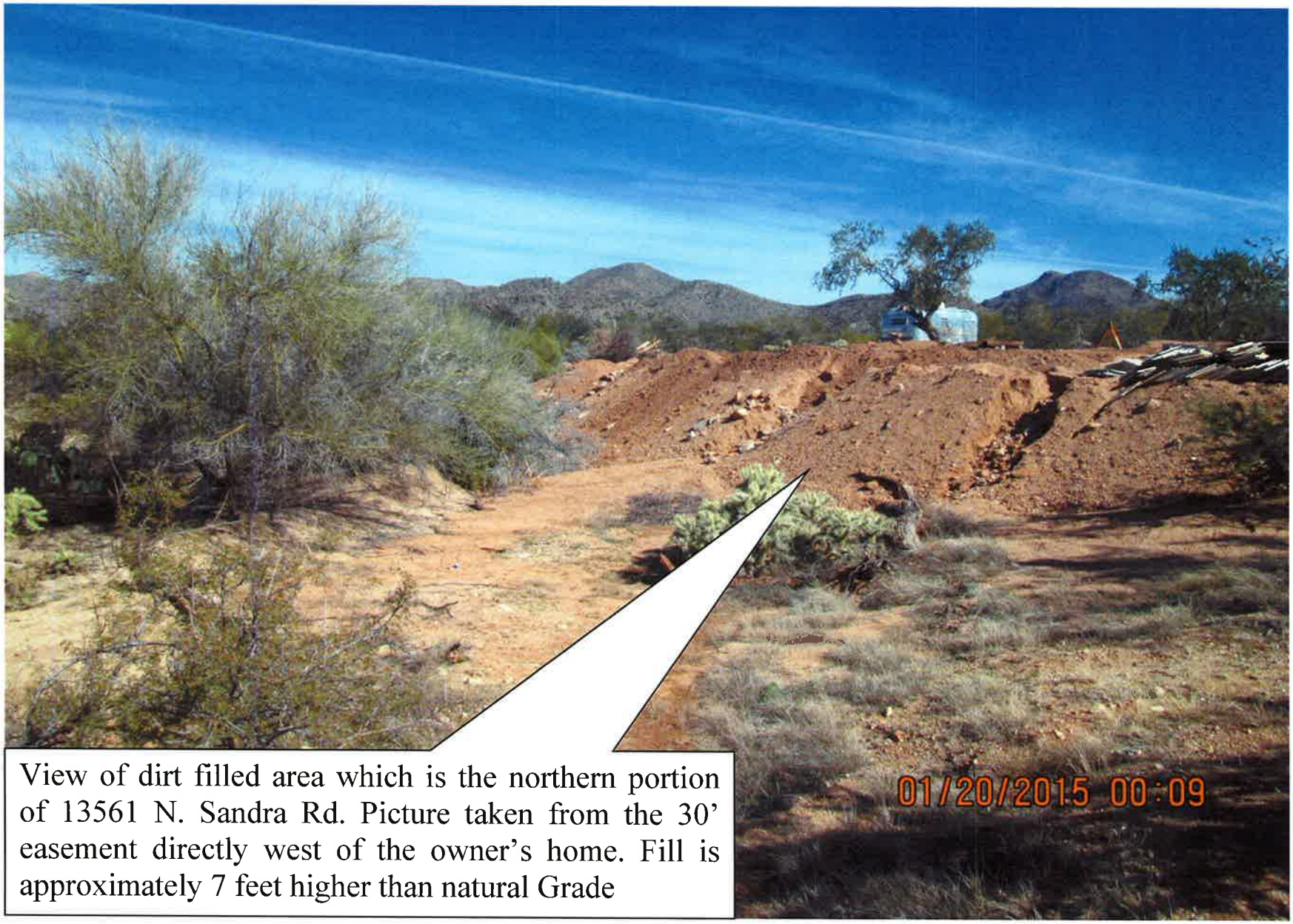
Attachments: Location map
Aerial map with washes
Fill dirt

13561 N Sandra Road, Marana, AZ 85658



Blue line are the washes that have been obstructed or restricted
Red box and circles are areas that that were entirely filled with dirt.





View of dirt filled area which is the northern portion of 13561 N. Sandra Rd. Picture taken from the 30' easement directly west of the owner's home. Fill is approximately 7 feet higher than natural Grade