MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 7, 2016, 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 June 7, 2016, 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.maranaaz.gov 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.

C1 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 the correction of a prior floodplain violation on property located at 13561 N. Sandra Road (Keith Brann)

C2 Resolution No. 2016-054: Relating to Public Works; authorizing Town staff to acquire by negotiation or condemnation the temporary construction easements needed for the Camino Martin/Jeremy Place Roadway Reconstruction Project, Town of Marana Project No. ST033, and authorizing the Town Engineer to sign all related documents (Frank Cassidy)

C3 Resolution No. 2016-055: Relating to Community Development; approving and authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and Home Investment Partnership Program for federal fiscal years 2017-2019 (Lisa Shafer)

C4 Resolution No. 2016-056: Relating to Municipal Court; ratifying the appointment of Patrick Moran as a temporary magistrate pro tempore for the Marana Municipal Court (Laine Sklar)

C5 Resolution No. 2016-057: Relating to Public Works; Authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for the Tangerine Road Corridor Project, Town of Marana Project No. ST021 (Frank Cassidy)

C6 Approval of May 17, 2016 Study Session Meeting Minutes and May 17, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Patrick Nilz on behalf of the Marana Heritage Conservancy for the 4th of July celebration to be held on July 4, 2016 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-058: Relating to Animal Control; approving and authorizing the Mayor to execute Amendment No. 01 to the existing intergovernmental agreement between the Town of Marana and Pima County for the provision of animal control services within the Town of Marana (Lisa Shafer)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 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.

E1 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

Council-Regular Meeting **C1**

Meeting Date: 06/07/2016

To: Mayor and Council

From: Keith Brann, Town Engineer

Date: June 7, 2016

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 the correction of a prior floodplain violation on property located at 13561 N. Sandra Road (Keith Brann)

Discussion:

On February 17, 2015, staff reported to the floodplain board that a floodplain violation had occurred at 13561 N Sandra Road. Specifically, grading had occurred that had diverted a locally regulated wash to the detriment of adjacent properties. The floodplain board directed the floodplain administrator to resolve the violation.

The property owner worked swiftly to open a breach in the earthwork subject to the violation that would allow the natural drainage pattern to reassert itself. Over the past year, the property owner has reworked the property with the aid of an engineer.

At this time, staff is reporting that the floodplain violation has been abated as directed by the floodplain board.

Staff Recommendation:

No further action is required

Suggested Motion:

Information only, no motion is required

Attachments

No file(s) attached.

Council-Regular Meeting **C2**

Meeting Date: 06/07/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 7, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community Principle Statement 3/ We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses. Initiative 12 (part): Align future infrastructure expansion with planned and/or complementary capital improvement projects.

Subject: Resolution No. 2016-054: Relating to Public Works; authorizing Town staff to acquire by negotiation or condemnation the temporary construction easements needed for the Camino Martin/Jeremy Place Roadway Reconstruction Project, Town of Marana Project No. ST033, and authorizing the Town Engineer to sign all related documents (Frank Cassidy)

Discussion:

If approved, this resolution authorizes staff to obtain the temporary construction easements (TCEs) the Town needs for the Camino Martin Project (ST033). According to the most current plans, the Town needs to acquire seven TCEs containing a cumulative total of 6,275 square feet of land. All of the TCEs are located north of Jeremy Place and just south of Ina Road.

Independent fee appraisals for public works acquisitions typically run about $2,500 each. The cumulative compensation to be paid for all seven TCEs under the approach proposed by this resolution is expected to total less than $3,000, if the anticipated three-month construction period for the project holds true. So staff has chosen to bring this resolution to Council without first obtaining independent fee appraisals.

Staff proposes, and the draft resolution authorizes, to pay a flat $300 payment to each of the seven properties containing TCEs, to compensate property owners for their probable out-of-pocket costs for reviewing the paperwork. In addition, the resolution proposes to pay a 50 cent per-square-foot

“rental” rate per year, prorated to the number of months each of the TCEs is used for the project. The project is expected to take about three months to complete.

The 50 cent per-square-foot "rental" rate was calculated using a recent ADOT independent fee appraisal for the Town's Marana Operations Center parcel, located less than a mile west of the Ina Road/Camino Martin intersection. ADOT's independent fee appraiser valued the land at between $5.30 and $6.52 per square foot, with the mean at $6.13 per square foot. Applying an estimated annual rental/lease rate of 8% of fair market value to the $6.13 mean fair market value figure results in a per-square-foot annual rental of just under 50 cents per square foot.

The proposed resolution authorizes Town staff to pursue condemnation proceedings to acquire any TCEs that cannot be obtained by negotiation. Town staff may also return to the Council for additional authorization, if appropriate and necessary.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$3,000 (approximate)

Staff Recommendation:

Staff recommends adoption of Resolution 2016-054, authorizing Town staff to acquire by negotiation or condemnation the temporary construction easements needed for the Camino Martin/Jeremy Place Roadway Reconstruction Project, and authorizing the Town Engineer to sign all related documents.

Suggested Motion:

I move to adopt Resolution 2016-054, authorizing Town staff to acquire by negotiation or condemnation the temporary construction easements needed for the Camino Martin/Jeremy Place Roadway Reconstruction Project, and authorizing the Town Engineer to sign all related documents.

Attachments

Resolution No. 2016-054

MARANA RESOLUTION NO. 2016-054

RELATING TO PUBLIC WORKS; AUTHORIZING TOWN STAFF TO ACQUIRE BY NEGOTIATION OR CONDEMNATION THE TEMPORARY CONSTRUCTION EASEMENTS NEEDED FOR THE CAMINO MARTIN/JEREMY PLACE ROADWAY RECONSTRUCTION PROJECT, TOWN OF MARANA PROJECT NO. ST033, AND AUTHORIZING THE TOWN ENGINEER TO SIGN ALL RELATED DOCUMENTS

WHEREAS the Town of Marana is finalizing plans and preparations for the construction of the Camino Martin/Jeremy Place Roadway Reconstruction Project, Town of Marana Project No. ST033, (the "Camino Martin Project"); and

WHEREAS the Town of Marana needs to acquire certain temporary construction easements for the Camino Martin Project, (the "Needed TCEs"); and

WHEREAS the construction plans for the Camino Martin Project are sufficiently finalized for the Needed TCEs to be specifically identified on a parcel by parcel basis; and

WHEREAS the anticipated cost to obtain independent fee appraisals for the Needed TCEs far exceeds their probable value; and

WHEREAS this resolution's expenditure authorization provides a reasonable per-parcel payment to compensate property owners for their probable out-of-pocket costs for reviewing the paperwork plus a per-square-foot "rental" rate the Council finds is reasonable based on probable land values in the area for the Needed TCEs themselves; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed TCEs is necessary for the public health, safety and welfare of the citizens of Marana.

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

Section 1. The particular temporary construction easements that constitute the "Needed TCEs" are those set forth on the plan set prepared by the engineering firm EPS GROUP entitled "CAMINO MARTIN/JEREMY PL ROADWAY RECONSTRUCTION PROJECT[,] MARANA PROJECT NO. ST033," the most recent iteration of which is dated April 1, 2016 and bears a City of Tucson Water Department approval dated March 29, 2016.

Section 2. Town staff is hereby authorized and directed to negotiate the Town's acquisition of the Needed TCEs Property based on the following parameters:

A. A flat compensation of $300 per parcel, plus

B. Per-square-foot compensation for the Needed TCEs at a "rental" rate of fifty cents per square foot per year, prorated to the number of months each of the Needed TCEs is used for the project.

Section 3. The Town Manager, Town Engineer, and Town staff are hereby authorized to execute on the Town's behalf any and all documents necessary to acquire the Needed TCEs as described in this resolution.

Section 4. If Town staff is unable to acquire the Needed TCEs by negotiation, the Town Attorney is hereby authorized and directed to bring an action under the power of eminent domain to acquire the Needed TCEs for just compensation as determined by the Court or jury.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of June, 2016.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 06/07/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 7, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-055: Relating to Community Development; approving and authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and Home Investment Partnership Program for federal fiscal years 2017-2019 (Lisa Shafer)

Discussion:

As a designated "Urban County", Pima County serves as the sponsoring agency for distribution of Community Development Block Grant (CDBG) and HOME Program funding under the U.S. Department of Housing and Urban Development's (HUD) Housing and Community Development Act of 1974. Every three years, Pima County is required to re-qualify as an Urban County in the CDBG Program. This re-qualification process requires that Pima County, as the sponsoring agency, enter into an Intergovernmental Cooperative Agreement with participating jurisdictions to meet the requirements of HUD's Housing and Community Development Act of 1974.

Incorporated political jurisdictions within the County may elect to either join with the County or compete for funds in the State of Arizona Small Cities Program. Joining with the County under this reapplication process automatically qualifies the Town of Marana to participate in the CDBG and HOME Programs.

In 1987, the Town of Marana signed the first partnership agreement and began receiving CDBG and HOME funding through Pima County. Funding is currently being used for housing rehabilitation and emergency repair, neighborhood cleanups, an ADA sidewalk project at the Heritage Farm, as well as funding a portion of two FTE's for program administration.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$80,000

The awards for FY 2017 have not yet been determined. It is anticipated that the Town will receive between $75,000-$100,000 for the next fiscal year. There are no matching funds required under this program.

Staff Recommendation:

Staff recommends that the Town of Marana renew the Intergovernmental Cooperative Agreement extending the participation in the Urban County Program until June 30, 2019.

Suggested Motion:

I move to adopt Resolution No. 2016-055, approving and authorizing the Mayor to execute an Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant (CDBG) Program and Home Investment Partnership Program for federal fiscal years 2017-2019.

Attachments

Resolution No. 2016-055

CDBG Cooperative Agreement with Marana 2017-2019

MARANA RESOLUTION NO. 2016-055

RELATING TO COMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM FOR FEDERAL FISCAL YEARS 2017-2019

WHEREAS the Town of Marana recognizes the need to provide safe, affordable workforce housing for its citizens; and

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

WHEREAS it is necessary to enter into an Intergovernmental Cooperative Agreement ("the Agreement") to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments ("the Act") to obtain federal funding for the Community Development Block Grant Program ("CDBG") and the HOME Investment Partnership Program ("HOME") for federal fiscal years 2017, 2018 and 2019; and

WHEREAS, County and Town desire to engage in CDBG and HOME housing and community development activities as an "Urban County" as authorized under the Act; and

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") recommends that awards and expenditures of CDBG and HOME funds be made as an Urban County; and

WHEREAS the Town Council finds that it is in the best interest of the residents of the Town of Marana to perform CDBG and HOME housing and community development activities jointly and pursuant to the provisions of the Agreement.

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of June, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT

Program/Project Name:	Community Development Block Grant and HOME Investment Partnership Cooperative Agreement
Awardee:	Town of Marana 11555 W. Civic Center Drive Marana, AZ 85653
DUNS No.:	098034143
Contract Term:	July 1, 2016 – June 30, 2019
Amount:	No Cost
Funding:	U.S. Department of Housing and Urban Development
Federal Contract No.	N/A
Award Date:	N/A

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Marana, AZ, a municipal corporation in the State of Arizona ("Town") to acknowledge and comply the requirements established by the U.S. Department of Housing and Urban Development ("HUD") for a Cooperative Agreement between jurisdictions of an Urban County.

RECITALS

A. County may receive HUD Entitlements including Community Development Block Grant ("CDBG") funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383) ("the Act") and under the HOME Investment Partnership Program ("HOME") for **federal fiscal years 2017, 2018, and 2019**.

B. With cooperation of Town and other incorporated jurisdictions within Pima County, County receives and agrees to utilize these CDBG, HOME and other applicable HUD funds as an Urban County and must, therefore, enter into a Cooperative Agreement for undertaking activities using such funds.

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

D. Both County and Town are authorized by law to engage in affordable housing and community development activities.

E. The Pima County Board of Supervisors and the Marana Town Council both find that it is in the best interests of their residents, to enter into this IGA to engage in CDBG and HOME affordable housing and community development activities pursuant to the provisions of this IGA.

F. Pima County is designated as an Urban County and will act as the sponsoring agency to administer and implement the terms and conditions of the CDBG and HOME grants in accordance with applicable federal, state and local laws.

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

1.0 TERM, EXTENSIONS AND AMENDMENTS

1.1 This Agreement, will commence on July 1, 2016 and will terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Agreement. **This Agreement covers CDBG and HOME funding for federal fiscal years 2017, 2018 and 2019.**

1.2 This Agreement may be amended to extend the term in order to:

1.2.1 Complete activities funded, but not completed;

1.2.2 Expend Program Income ("PI") received, but not expended prior to the termination date; or

1.2.3 To continue the Agreement for additional three (3) year periods.

1.3 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.

1.4 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.

1.5 The terms of this Agreement will survive and remain in effect during any period that Town has control over CDBG or HOME funds, including program income.

1.6 The parties agree that fully executed amendment(s) to this IGA will be entered into as required or necessary to:

1.6.1 Implement a detailed and formulated comprehensive plan and program for CDBG and HOME activities;

1.6.2 Comply with any grant agreement received from HUD;

1.6.3 Comply with the regulations issued pursuant to the Act;

1.6.4 To meet the requirements for Cooperative Agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the Urban County is scheduled.

2.0 SCOPE OF SERVICES

2.1 Urban County. The parties acknowledge and agree that Pima County is an Urban County as established in the Urban County Qualification Notice. As recipient of the CDBG and HOME funds on behalf of the Urban County, County is the designated sponsoring agency.

2.2 County obligations. County will perform activities required of a sponsoring agency, including, but not limited to:

2.2.1 Administer and implement the CDBG and HOME programs for both County and Town;

2.2.2 Assume full responsibility for:

2.2.2.1 The execution of any grant agreement received pursuant to the Community Development and Housing Consolidated Plan approved pursuant to 24 CFR Part 91 ("the Consolidated Plan")

2.2.2.2 The execution of the housing and community development programs;

2.2.2.3 Performance pursuant to the Consolidated Plan;

2.2.2.4 Ensuring the Town takes actions necessary for accomplishment of the community development program; and

2.2.2.5 Meeting applicable federal legislation and regulations and state and local laws.

2.2.3 Assume all the obligation of applicant for:

2.2.3.1 Assistance under the Act and any subsequent amendments;

2.2.3.2 Three-year certifications as required by HUD; and

2.2.3.3 The Consolidated Plan.

2.2.4 Plan and undertake community development projects in unincorporated Pima County and within the boundaries of the Town of Marana;

2.2.5 In consultation with Town and other participating jurisdictions, prepare the Consolidated Plans as required by HUD; and

2.2.6 Prepare the required amendment(s) to the IGA, as set forth in paragraph 1.6 and provide to Town for execution.

2.3 Town Obligations.

2.3.1 As part of the Urban County, Town agrees that County is delegated the power to plan and undertake community development projects within its jurisdiction and that County will have the final responsibility for selecting all CDBG and HOME projects in accordance with the approved Consolidated Plan.

2.3.2 Pursuant to 24 CFR §570.501(b), Town is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR § 570.503

2.3.3 Upon execution of this IGA, Town will:

2.3.3.1 Not apply for CDBG funds from the State of Arizona Small Cities Program;

2.3.3.2 Not participate in a HOME consortium, except through the Urban County during the period in which it is participating in the Urban County's CDBG Program;

2.3.3.3 Fully cooperate with County in all CDBG and HOME efforts under this IGA;

2.3.3.4 Assist County in doing and all things required or appropriate to comply with the provisions of any grant agreement received by County pursuant to the Act and its regulations;

2.3.3.5 Undertake, or assist in undertaking, community renewal and low- and moderate-income housing assistance activities if, at any time, County lacks authority to perform such an activity within the Town's boundaries; and

2.3.3.6 Not take any actions to impede County's compliance with the Urban County Fair Housing Certification.

2.4 Mutual Obligations.

2.4.1 The primary objective of Title I of the Act is to develop viable urban communities by providing decent housing and suitable living environments and expanding opportunities. These efforts will principally be accomplished for the benefit of persons of low- and moderate-income, as defined by HUD.

2.4.2 Town and County cooperate in undertaking community renewal and low- and moderate-income housing assistance activities, specifically urban renewal and publicly assisted housing in qualifying areas.

2.4.3 Consolidated Plan. To qualify for funds under the Act, a Consolidated Plan must be submitted to and approved by HUD.

2.4.3.1 Town and County will cooperate in the development of the required Consolidate Plans for submission to HUD.

2.4.3.2 Town and County agree to abide by the terms and conditions of any approved Consolidated Plan for housing and community development activities as submitted to HUD.

2.4.3.3 Neither Town nor County will have the power to veto or otherwise restrict or withhold the support given by County or Town to the activities proposed in the Consolidated Plan for any program year covered by this IGA.

2.4.4 Civil Rights Demonstrations. Within their respective jurisdictions, Town and County:

2.4.4.1 Have adopted and are enforcing policies prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and

2.4.4.2 Have a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations.

2.5 Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the Urban County is scheduled will automatically terminate this Agreement following the expenditure of all CDBG and HOME funds allocated for use in Town's jurisdiction.

3.0 FUNDING

3.1 **The terms of this IGA will apply to Town if, and only if, Town requests and receives CDBG or HOME funding awarded to the Urban County for activities within the boundaries of Town under the terms of this IGA.**

3.2 In the event that Town does not comply with a federal prerequisite in order for funds to be expended in its jurisdiction, Town's share will be allocated by County to other entities who qualify under the provisions of the Act.

3.3 County will not provide CDBG or HOME funds to Town, if Town does not affirmatively further fair housing within its own jurisdiction.

3.4 Nothing in this IGA will be construed as limiting in any manner the powers of either party to initiate and complete a local project within its respective jurisdiction with its own funds.

4.0 INSURANCE

Town and County will maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.

5.0 INDEMNIFICATION

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

6.0 COMPLIANCE WITH LAWS

6.1 Town and County will carry out all CDBG and HOME funded activities under this IGA in accordance with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

6.2 Town and County will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except Town does not assume:

6.2.1 County's environmental responsibilities described in 24 CFR 570.604; and

6.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

6.3 Town and County each warrant that CDBG and HOME funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:

6.3.1 Political activities;

6.3.2 Inherently religious activities;

6.3.3 Lobbying;

6.3.4 Political patronage; or

6.3.5 Nepotism activities.

6.4 In the administration and management of CDBG and HOME projects undertaken within the Town of Marana, Town and County will comply with the applicable provisions of:

6.4.1 Title VI of the Civil Rights Act of 1964;

6.4.2 Fair Housing Act;

6.4.3 Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974.

6.4.4 National Environmental Policy Act,

6.4.5 Uniform Relocation Act,

6.4.6 Section 504 of the Rehabilitation Act of 1973; and

6.4.7 All rules and regulations applicable to the Acts set forth above.

6.5 Town and County will affirmatively further fair housing within their respective jurisdictions.

6.6 Town will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

7.0 ASSIGNMENT

Neither party will not assign its rights to this Agreement in whole or in part, without prior written approval of the other party. This IGA will be binding upon the parties hereto, their successors and assignees. Any assignment of Agreement will be void without the consent of the other party.

8.0 NON-DISCRIMINATION

8.1 Town and County agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

8.2 During the performance of this contract, Town and County will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9.0 AMERICANS WITH DISABILITIES ACT

Town and County will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. Failure to do so could result in the termination of this Agreement.

10.0 CANCELLATION FOR CONFLICT OF INTEREST

10.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

10.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

11.0 NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

12.0 NOTICE

Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:	**Town:**
Margaret Kish, Director Pima County Community Development and Neighborhood Conservation 2797 E. Ajo Way Tucson, AZ 85713	Gilbert Davidson, Town Manager Town of Marana 11555 W. Civic Center Drive Marana, AZ 85653

13.0 RECORDS

All records of County and of Town related to this IGA, the Consolidated Plan and any projects undertaken pursuant thereto will, upon reasonable notice, be available for inspection by HUD, County, and/or Town auditors, during normal business hours.

14.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

15.0 SEVERABILITY

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

16.0 ENTIRE AGREEMENT

16.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

16.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

16.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

_____
Chair, Board of Supervisors

Date: _____

ATTEST

_____
Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

_____
Director, Community Development
and Neighborhood Conservation

TOWN OF MARANA

_____
Ed Honea, Mayor

Date: _____

ATTEST

_____
Town Clerk

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

PIMA COUNTY:

_____
FOR Karen S. Friar, Deputy County Attorney

TOWN OF MARANA:

_____
Frank Cassidy, Town Attorney

OPINION OF DEPUTY COUNTY ATTORNEY

INTERGOVERMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF MARANA FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM

I am an Attorney at Law admitted to practice in the State of Arizona and a duly appointed Deputy County Attorney for the County of Pima.

I have examined the Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant Program and Home Investment Partnership Program entered into by and between the County of Pima and the Town of Marana, pursuant to Title I of the Housing and Community Development Act of 1974, and I am of the opinion that the Agreement has been duly authorized by the Board of Supervisors of the County of Pima in accordance with State and local legal requirements.

I am further of the opinion that the names and provisions of the agreement are authorized under state and local law and that Pima County is authorized to enter into this agreement pursuant to state and local law.

To the best of my knowledge, there is no pending or threatened litigation affecting the implementation of the Urban Agreement or the ability of the County of Pima to be the applicant for funding as an Urban County under Title I of the Housing and Community Development Act of 1974, as amended.

_____

FOR Karen S. Friar, Deputy County Attorney
Pima County Attorney's Office
Civil Division

Council-Regular Meeting **C4**

Meeting Date: 06/07/2016

To: Mayor and Council

From: Laine Sklar, Town Magistrate

Date: June 7, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-056: Relating to Municipal Court; ratifying the appointment of Patrick Moran as a temporary magistrate pro tempore for the Marana Municipal Court (Laine Sklar)

Discussion:

The Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence. Additionally, Section 1-305 of the Arizona Code of Judicial Conduct requires that judges responsible for appointing or recommending appointment of judicial officers adopt procedures for making those appointments.

Laine Sklar, Town Magistrate, has adopted such procedures and those procedures provide that if the need arises, the Town Magistrate may appoint temporary part-time magistrates pro tempore to serve on an as-needed basis until such time as a formal recruitment can be completed. The procedures also provide that temporary appointments shall be ratified by the Town Council at the Council's next regularly scheduled meeting.

The Town Magistrate has identified Patrick Moran as qualified to serve as a temporary magistrate pro tempore, and on May 24, 2016, the Town Magistrate appointed him as a temporary magistrate pro tempore. His qualifications follow:

Patrick Moran received his law degree from the University of Wyoming in 2000. For the past 15 years, he worked primarily as a criminal defense attorney, maintaining his own law firm. Patrick was appointed Justice of the Peace in October 2015 when Jose Luis Castillo retired.

Therefore, consistent with the adopted policy, the Town Magistrate now brings forth this

appointment for ratification by the Town Council.

Staff Recommendation:
Staff recommends the Town Council ratify the appointment made by the Town Magistrate.

Suggested Motion:
I move to adopt Resolution 2016-056, ratifying the appointment of Patrick Moran as a temporary part-time magistrate pro tempore in Marana Municipal Court.

Attachments

Resolution No. 2016-056

MARANA RESOLUTION NO. 2016-056

RELATING TO MUNICIPAL COURT; RATIFYING THE APPOINTMENT OF PATRICK MORAN AS A TEMPORARY MAGISTRATE PRO TEMPORE FOR THE MARANA MUNICIPAL COURT

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

WHEREAS consistent with Section 1-305 of the Arizona Code of Judicial Conduct the Town Magistrate, the Honorable Laine Sklar, has adopted procedures for appointment of part-time and temporary magistrates pro tempore of the Marana Municipal Court; and

WHEREAS those procedures allow for the temporary appointment of part-time magistrates pro tempore by the Town Magistrate, if the need arises, to serve on an as-needed basis until such time as a formal recruitment can be completed; and

WHEREAS those procedures provide that temporary appointments shall be ratified by the Town Council at the Council's next regularly scheduled meeting; and

WHEREAS the Town Magistrate has identified Patrick Moran as qualified to serve as a temporary magistrate pro tempore; and

WHEREAS on May 24, 2016, the Town Magistrate appointed Patrick Moran as a temporary magistrate pro tempore; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town Council hereby ratifies the appointment of Patrick Moran to serve as a temporary magistrate pro tempore on an as-needed basis until such time as a formal recruitment can be completed.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of June, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C5**

Meeting Date: 06/07/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 7, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-057: Relating to Public Works; Authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for the Tangerine Road Corridor Project, Town of Marana Project No. ST021 (Frank Cassidy)

Discussion:

The Tangerine Corridor Project includes joint utility trenches. Town staff has negotiated joint trench agreements with various utilities and telecommunications companies, to allocate the associated costs and coordinate the relocation of facilities in connection with this construction project. The joint trench agreement negotiated with Trico Electric Cooperative is included with the backup materials, as an example. The joint trench agreements divide the costs among the utilities and telecommunications companies using the standard "Western Underground Formula," which is included as an exhibit to the example agreement. Each joint trench agreement is modified slightly to address particular needs and concerns of the applicable utility or telecommunications company.

The Town Manager probably has implied authority to sign joint trench agreements pursuant to the general project authorization. This resolution is being presented for Council adoption to provide the Town Manager with express authority to sign joint trench agreements for this project.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$616,000

The total cost of the joint utility trench is $3.196M. Of that cost, the Town has conduits for signal coordination that cost $461K. The Town is also responsible for some Tucson Electric Power conduits for existing power that had prior rights which costs about $155k. The total Town cost for the joint utility trench is $616K.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-057, authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for the Tangerine Road Corridor Project.

Suggested Motion:

I move to adopt Resolution 2016-057, authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for the Tangerine Road Corridor Project.

Attachments

Resolution 2016-057

Trico_JUT_sample

MARANA RESOLUTION NO. 2016-057

RELATING TO PUBLIC WORKS; AUTHORIZING THE TOWN MANAGER TO SIGN JOINT TRENCH AGREEMENTS ON BEHALF OF THE TOWN OF MARANA FOR THE TANGERINE ROAD CORRIDOR PROJECT, TOWN OF MARANA PROJECT NO. ST021

WHEREAS the Town of Marana is constructing the Tangerine Road Corridor Project, Town of Marana Project No. ST021 (the "Tangerine Road Project"); and

WHEREAS the Tangerine Road Project includes joint utility trenches; and

WHEREAS Town staff has negotiated joint trench agreements with various utilities and telecommunications companies, to allocate the associated costs among the trench users based on a standard "Western Underground Formula" and to coordinate the relocation of facilities in connection with the Tangerine Road Project; and

WHEREAS the Mayor and Council of the Town of Marana find that granting the Town Manager express authority to sign joint utility trench agreements for the Tangerine Road Project provides clarity that is in the best interests of the Town, the public, and the other parties to the joint trench agreements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for the Tangerine Road Corridor Project, Town of Marana Project No. ST021, using the "Western Underground Formula" to allocate the costs.

IT IS FURTHER RESOLVED that nothing in this resolution shall be interpreted to call into question the implied authority of the Town Manager and/or Town Engineer to execute prior joint utility trench agreements on behalf of the Town of Marana.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 7th day of June, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA AND TRICO ELECTRIC COOPERATIVE, INC.
JOINT TRENCH AGREEMENT
TANGERINE ROAD CORRIDOR PROJECT-PHASE I
LA CAÑADA DRIVE TO DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD
PROJECT NUMBER ST021 (2005-061)

THIS AGREEMENT is made and entered into by and between the TOWN OF MARANA ("MARANA"), an Arizona municipal corporation, and Trico Electric Cooperative, Inc., ("TRICO") an Arizona corporation. MARANA and TRICO are collectively referred to in this Agreement as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. MARANA is constructing the Tangerine Road Corridor Project—Phase I from La Cañada Drive to Dove Mountain Boulevard/Twin Peaks Road, Project Number ST021 (2005-061) (the "Project"), to reconstruct public facilities (including streets and underground facilities) in or near Tangerine Road between La Cañada Drive and Dove Mountain Boulevard/Twin Peaks Road. MARANA is willing, in order to minimize disruption of streets and rights of way and to reduce the cost of installing conduit structures and substructures ("Facilities"), to permit joint use of trenches dug for MARANA under the terms and conditions set forth in this agreement.

B. Joint use of MARANA's trenches is to the mutual advantage of each of the Parties and that mutual advantage is the consideration for this Agreement.

AGREEMENT

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

1. JOINT FACILITIES. MARANA shall install or cause to be installed TRICO's Facilities in MARANA's trench intended to be used by TRICO as are Facilities for other utilities at adjacent locations, all in accordance with the plans (the "Plans") and the contract documents (the "Contract Documents") for the Project on file in the Office of the Town Engineer of MARANA, as previously reviewed and approved by TRICO or TRICO's agents. Any changes to the Plans and Contract Documents by TRICO shall be made prior to the start of work, or TRICO shall pay all costs for any associated redesign and construction of the Project, including costs to others whose work may be affected by the changes.

2. RIGHT TO INSPECT AND COORDINATION. TRICO shall have the right at all times to observe and inspect the performance of TRICO's Facility installation. TRICO, MARANA, and MARANA's Contractor shall maintain continued coordination regarding the Project, and

MARANA shall ensure that its Contractor also participates in the coordination. This coordination shall include but not be limited to a pre-construction meeting. MARANA or its Contractor shall be responsible for the scheduling of these meetings.

3. INDEPENDENT CONTRACTOR.

3.1. MARANA's Contractor is engaged in an independent business and will perform its obligations arising in connection with the Agreement as an independent contractor and not as the agent or employee of TRICO. This Agreement does not create a partnership, joint venture or similar relationship between the Parties and neither Party will have the power to obligate the other in any manner whatsoever.

3.2. Any persons who perform services for TRICO will be solely the employees or agents of MARANA or its Contractor under its sole and exclusive direction and control.

3.3. The safety and health of MARANA's and its Contractor's employees and agents while working on the Facilities installation will be MARANA's and the Contractor's sole responsibility. MARANA's and its Contractor's employees and agents will comply with all applicable rules and regulations, as well as all local, state and federal environmental, health and safety requirements, including those relating to the use and handling of hazardous materials.

4. CONSIDERATION. In consideration of digging of the trenches and installation of the Facilities by MARANA or its Contractor, TRICO agrees to pay to MARANA the amount calculated by percentages in accordance with the WESTERN UNDERGROUND FORMULA (attached hereto as EXHIBIT "A"), as calculated in the TANGERINE ROAD UG SPREADSHEET (attached hereto as EXHIBIT "B"), applied to the segregated cost for the Joint Trench Facilities installation as set out in the Contract Documents. In addition, TRICO agrees that its activities under this Agreement will not delay MARANA's Contractor, and to that end TRICO has reviewed and is familiar with the construction schedule for the joint utility trench, and will have manpower available to satisfy TRICO's obligations and activities under this Agreement in such a way that does not delay the Project, unless written objection is made to any critical elements of the schedule prior to execution of the Contract Documents. If TRICO reasonably objects in writing, in advance, to compliance with the construction schedule because of technical considerations, the MARANA Town Engineer, in his sole discretion, shall modify the schedule in a reasonable fashion to accommodate the objection. Failure to object in the fashion set out in this paragraph shall constitute a waiver of the objection.

5. TERM. The Agreement will commence as of the Effective Date and will continue until the project has been completed or this Agreement has been terminated ("Term").

6. TERMINATION; CANCELLATION. Either Party may terminate this Agreement (including its Schedules), in whole or in part, for its convenience with 30 days prior written notice. MARANA will be entitled to payment for work accepted and received by TRICO as of the date of termination.

7. MANNER OF PAYMENT. MARANA shall submit invoices to TRICO for TRICO's costs either upon completion of the installation of Facilities in the joint trench or as MARANA makes progress payments for completed portions of the installation of Facilities in the joint

trench. Final payment will be made upon completion of the installation of Facilities in the joint trench, final inspection by TRICO, and acceptance by TRICO. TRICO agrees to pay each undisputed invoice within 30 days from the date it receives the invoice. Each invoice will contain an itemized description of the Work and all applicable charges and taxes. TRICO will be liable only for undisputed and correct taxes itemized on the invoice for work to which the taxes relate.

8. LIENS. MARANA's Contractor warrants that no mechanics' liens or other claims or demands, including but not limited to personal injury, death, property damage, non-payment or other liability claims, will be filed or maintained by it, subcontractors or any other third party against TRICO equipment, real estate or other property on account of the installation of the Facilities in the joint trench. TRICO reserves the right, at completion of the installation of the Facilities in the joint trench to require MARANA, the Contractor and any subcontractor to furnish evidence in form and substance acceptable to TRICO that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. MARANA shall provide TRICO with copies of any and all lien waivers received from Contractor and Contractor's subcontractors and suppliers.

9. CONTRACTOR; THE CONTRACT MATERIALS. MARANA has received bids and intends to award the construction contract for the Project to Tangerine Corridor Constructors (the "Contractor"). MARANA acknowledges that the Contractor is required to post performance and payment bonds for the Project in accordance with the requirements of Title 34 of the Arizona Revised Statutes. TRICO's Total Financial Obligation pursuant to Paragraph 4 of this Agreement is estimated to be Three Hundred Twelve Thousand One Hundred Ninety Two and 66/100 Dollars ($312,192.66) (attached here to as EXHIBIT "C") and shall be adjusted to reflect the actual lengths of trenching, the Facilities installed and any changes in the work made at TRICO's request. Any special conduits or substructures for the benefit of TRICO not identified on the Plans and specifications and any changes to the work not so identified shall be included in the project at the sole cost and expense of TRICO. Conduit material and associated material including, but not limited, to glue, muletape, rigid bends, and fittings will be supplied by TRICO for installation in the trenches. The material shall be supplied within five days of notification of the intent to install the Facilities. Ownership of any materials or equipment supplied by MARANA or its Contractor will transfer to TRICO upon receipt by MARANA of payment for the installation of the Facilities for TRICO.

10. COMPLIANCE WITH LAWS. MARANA and MARANA's Contractor agree that the installation of the Facilities will be performed in accordance with all applicable federal, state and local laws, rules and regulations and the requirements of whoever owns or has jurisdiction over the rights of way in which the installation of the Facilities is to be performed.

11. FRANCHISE NOT MODIFIED; OWNERSHIP. Nothing in this Agreement shall be construed to extend or modify the terms of any franchise, agreement or other entitlement TRICO may have to occupy MARANA's streets, nor shall this Agreement effect or modify any relocation obligations of either MARANA or TRICO. Upon completion of the installation of the Facilities in the joint trench, final inspection by TRICO, and acceptance by TRICO, TRICO shall be responsible for ownership, maintenance and operation of its Facilities installed in the joint trench and for compliance with all laws and regulations regulating the same. To the extent that

materials are not provided by TRICO, Ownership of Facilities shall transfer upon completion of the installation of the Facilities in the joint trench, final inspection by TRICO, and acceptance and payment by TRICO.

12. DISPUTES. In the event of disputes between MARANA and TRICO, the Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between MARANA's Town Engineer or his designee(s) and individuals from TRICO who are at a higher level than the persons with direct responsibility for administration of this Agreement. MARANA or TRICO may give the other Party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving Party will submit to the other a written response. The notice and the response will include (a) a statement of each Party's position and a summary of arguments supporting that position and (b) the name and title of the executive who will represent that Party and of any other person who will accompany that individual. Within 30 days after delivery of the disputing Party's notice, the representatives of both Parties will confer at a mutually acceptable time, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations and documents exchanged pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. Any legal proceeding arising out of, or relating to this Agreement, will be brought in a state court of competent jurisdiction, in the state of Arizona. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

13. MARANA'S OBLIGATION. In the event TRICO shall pay any money to MARANA or provide equipment, MARANA's sole obligation, upon MARANA's failure to perform as required by this Agreement, shall be to return TRICO's funds or repay the cost of unreturned, damaged or lost equipment paid for or provided by TRICO.. MARANA does not, by this Agreement warrant the performance of the work of the Contractor. Notwithstanding the foregoing, MARANA shall assign all warranties express and implied by law for the installed Facilities given by its Contractor in the Contract Documents for a period of one (1) year (or longer, if so provided by law, and to the extent provided by law) after final payment by TRICO for the installation of the Facilities, that all labor, workmanship, components, materials and other parts of the Facilities will be free from defects in material and workmanship under normal use and service, will be performed in accordance with industry standards and will conform in all respects with the requirements of TRICO's, specifications as defined in the Plans. Upon notice from TRICO, MARANA's Contractor will immediately, at its own expense, correct and remedy any defects in the Facilities occurring during the warranty period whether observed before or after payment for the Facilities and whether or not the Facilities are already installed or completed.

14. TRICO TO USE FACILITIES. Upon completion of the Project, TRICO shall solely utilize the Facilities for the conduct of all TRICO activities within the boundaries of the Project area. TRICO shall install its utility vaults and any TRICO only placement to enable the use of the Facilities installed by MARANA in the joint trench. Any additional facilities constructed after completion of the Project will be constructed only after obtaining appropriate permits and

authority from all public agencies with jurisdiction to make modifications or install new facilities within the Project boundaries. If new work affects the installed work dedicated to any of the other utilities, TRICO will coordinate and cooperate with the other utility to avoid conflicts in the work.

15. INSURANCE. Each Party represents and warrants that it has obtained liability, Workers' Compensation and other insurance or participates in a lawful self-insurance program adequate to insure against any and all liabilities to third parties that may arise out of performance of this Agreement. Each Party will supply proof of such insurance or self-insurance to the other upon request and will supply conforming certificates of insurance prior to the commencement of work. Insurance required of MARANA's Contractor, by the Contract for Construction, shall name TRICO as additional named insured as regards the work covered by this Agreement. MARANA's Contractor shall provide TRICO with copies of insurance certificates listing and endorsing TRICO as an additional insured.

16. INDEMNITY. Prior to the commencement of the Work, MARANA will require the Contractor to agree in writing to indemnify, defend and hold harmless TRICO, their affiliates and each of their officers, directors, employees and agents from and against all Liabilities arising from or in connection with (a) Any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) Any act or omission, neglect, negligence, gross negligence or willful misconduct of the Contractor or any subcontractors in connection with the Work. No Party shall be required to indemnify, defend, or save harmless the other Party for the proportion of any claim, suit, or action for injuries, death, or damages caused by the negligence of the Party seeking indemnification. Compliance with the requirements for insurance set out in Paragraph 15 above shall not limit the amount of any Parties' liability under this agreement.

17. LIMITATION OF LIABILITY. Except for each Party's indemnification obligations, neither Party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused and regardless of legal theory or foreseeability, directly or indirectly arising in connection with the Agreement, even if such Party has been apprised of the possibility of such damages.

18. CONFIDENTIAL INFORMATION

18.1. Definition of Confidential Information. "Confidential Information" means any and all non-public information (including but not limited to trade secrets, systems, data, customer information, defects in the Work, payment or pricing information, engineering plans and data, specifications, drawings, sketches, models, samples, designs, maps, computer programs or documentation) provided, disclosed or made accessible by TRICO to MARANA or the Contractor under this Agreement or in connection with the Work. No information shall be considered Confidential unless expressly identified to MARANA in writing prior to submitting the information. TRICO acknowledges that MARANA is an Arizona municipality and is subject to the Arizona Public Records Law. As a recipient of Federal funds, MARANA may be subject to disclosure of public information under Federal law. MARANA will not be liable to TRICO or any third party on account of disclosure of any information when required by the Arizona or Federal Law or regulation.

18.2. Use and Disclosure of Confidential Information. Subject to applicable law, and except as expressly provided in the Agreement, MARANA will, and will ensure that the Contractor does, (a) Not use Confidential Information for any purpose other than the fulfillment of its obligations under the Agreement; (b) Not disclose Confidential Information to any third party (including any affiliate of itself or of TRICO) without the prior written consent of TRICO, to the extent permitted by law; provided, MARANA may provide essential information only to the Contractor subject to a confidentiality obligation of the Contractor no less stringent than this provision; (c) Not make any copies of Confidential Information without TRICO's prior consent; and (d) Protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. MARANA will, and will ensure that the Contractor does, only disclose Confidential Information to employees and/or agents who have a "need to know" for purposes of the Agreement. MARANA will, and will ensure that the Contractor does, notify and inform such employees and/or agents of their obligations under the Agreement, and MARANA will be responsible for any breach of this section by it's or the Contractor's employees and/or agents. In the event MARANA or the Contractor is required to disclose Confidential Information pursuant to law, MARANA will notify TRICO of the required disclosure with sufficient time for TRICO to seek relief, will cooperate with TRICO in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information. Subject to applicable law and consistent with the public record keeping obligation of MARANA, at the conclusion of the Agreement, or any time at the specific request of TRICO, any and all Confidential Information will be returned to TRICO.

19. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

20. CONFLICT OF INTEREST. This Agreement is subject to the provisions of ARS § 38-511, which provides for cancellation of contract in certain instances involving conflict of interest.

21. NOTICES. Any notice, request, demand, consent, approval or other communication required or permitted under this agreement or law shall be given, in writing as follows:

TRICO:
Trico Electric Cooperative, Inc.
Attn: Roger Patnode, Sr. Distribution Designer
8600 W. Tangerine Road
P.O. Box 930
Marana, Arizona 85653-0930

MARANA:
Town of Marana
Attention: Keith Brann, Town Engineer
Marana Municipal Complex
11555 W. Civic Center Drive. Bldg A-1
Marana, AZ 85653-7007

All notices shall be hand delivered, mailed with postage prepaid, Return Receipt Requested or sent by established overnight delivery service (e.g. Federal Express, UPS, DHL). Either Party

may change the location for receipt of notices by written notice to the other Party. The sender of any notice bears and accepts the risk of non-delivery by the means chosen.

22. CAPTIONS. Captions in this agreement are for convenience only, and do not govern any portion of this agreement.

23. ASSIGNMENT AND DELEGATION. The rights and obligations of each Party will be binding upon and inure to the benefit of its successors and permitted assigns.

24. RECORDS AND AUDITS. MARANA will maintain complete and accurate records with respect to the Work, including all charges associated with this Agreement and the portion of the Work performed by subcontractors, in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration. TRICO or its designee, may inspect, audit and make copies of such records, for TRICO's, retention, on reasonable notice.

25. REMEDIES; FUTURE PROJECTS. No remedy specified in this Agreement will limit TRICO's, other rights and remedies arising in connection with the Agreement, at law or in equity. TRICO's, participation in the Project pursuant to this Agreement shall not be construed as an agreement to participate in any future projects.

26. ADVERTISING; PUBLICITY. Neither Party will use the other Party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission.

27. GOVERNING LAW. This Agreement will be governed by the laws of the State of Arizona without reference to its choice of law rules.

28. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER. This Agreement and all exhibits, amendments, documentation, and specifications referenced in these documents constitutes the entire contract between the Parties, and supersedes all prior agreements (written or oral), understandings, negotiations and representations made by any of them regarding the subject matter addressed. Any modifications or amendments to this Agreement must be in writing and signed by both Parties. The term "including" in this Agreement means by way of example, not limitation. Any waiver by either Party of any rights hereunder or of a breach of any provision of this Agreement will not constitute a waiver of any other breach of that or any other provision of this Agreement. Any waiver must be in writing.

29. SEVERABILITY; SURVIVAL; EXECUTION. The determination that any provision of this Agreement is invalid or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated. All provisions that by their sense and context are intended to survive the expiration of the Agreement will survive. The Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

30. EFFECTIVE DATE. The effective date of this Agreement is the date of the signature of the Town Manager of the Town of Marana.

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

"MARANA":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Gilbert Davidson, Town Manager

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"TRICO":

TRICO ELECTRIC COOPERATIVE, INC., an Arizona corporation

By: Vincent Nitido

Its: CEO/General Manager

Date: 5/12/16

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on May 12, 2016 by Vincent Nitido, the CEO/General Manager of TRICO ELECTRIC COOPERATIVE, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

ESTELLA M. SAMORANO
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
October 14, 2016

Estella M Samorano
Notary Public

Western Underground Formula

Whether the Project work was specified on the original Memo or agreed to on a change order, the total Project Cost will be allocated as follows:

1. Any direct costs, including but not limited to, conduit, conduit spacers, concrete for duct banks and installation for each of these will be borne by the Party requiring the work. If a separate trench is required by one Party, all the costs for such a trench will be charged to the Party utilizing it.

2. All joint trenching costs, including but not limited to, easements for joint portions of the trench, excavation, saw cutting, spoil removal, shading, backfill, compaction, barricades, steel plates, cold patch, shoring, dust control, traffic control, and landscape & asphalt replacement will be allocated between the parties utilizing the trench according to the following formula:

Western Underground Formula

Each Party shall determine the width and depth of trench which meets such Party's requirements for a sole-use trench; i.e. electric-only, telephone-only, etc. The following formulas will then be used to determine the allocable apportion of the joint trench cost that will be the responsibility of each Party.

Power Co. Percent (%) Cost $= \dfrac{(PWxPD)}{(TWxTD)+(PWxPD)+(OWxOD)}$

Telephone Co. Percent (%) Cost $= \dfrac{(TWxTD)}{(TWxTD)+(PWxPD)+(OWxOD)}$

Other Co Percent (%) Cost $= \dfrac{(OWxOD)}{(TWxTD)+(PWxPD)+(OWxOD)}$

Legend:

P* = *Electric Power Company
T* = *Telephone Company
O* = *Other Company
W* = *Width of trench if separate construction were planned
D* = *Depth of trench if separate construction were planned

EXHIBIT 'B'
TANGERINE ROAD UG SPREADSHEET

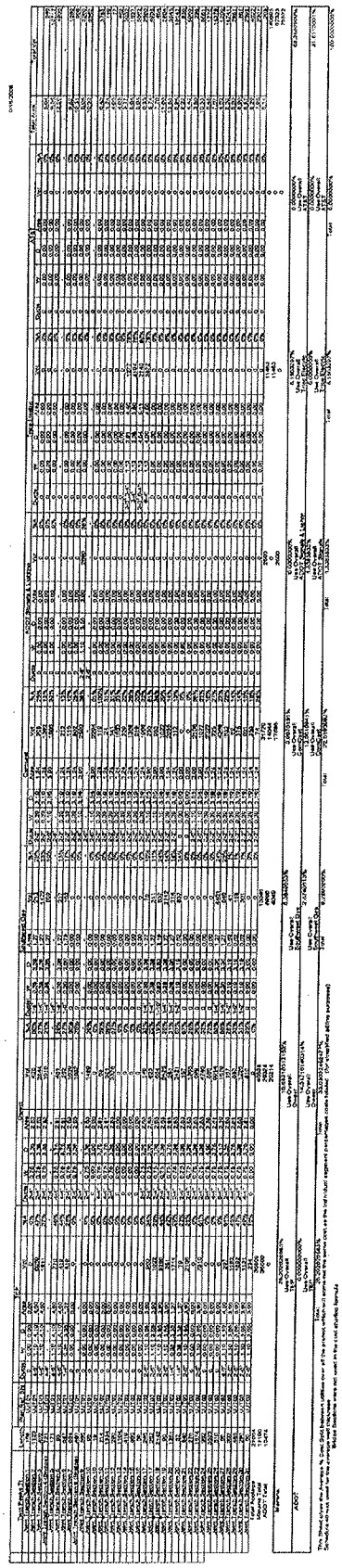


EXHIBIT 'C'
ESTIMATED TOTAL FINANCIAL OBLIGATION
TRICO ELECTRIC SUMMARY

Trico Electric Summary 25-Aug-08

**Contractor will provide and install all Trico conduit and manholes
Item 9240144 Unit Price is based on the Trico cost sharing % of the total Joint Trench Earthwork Cost *

Overall Trico

Item #	Description	Unit	Quantity	Unit Price	Amount
7320070	Electric Conduit (3")(PVC)	L.FT.	2,139	$17.00	$36,363.00
7320090	Electric Conduit (4")(PVC)	L.FT.	75	$19.00	$1,425.00
7320463	Pull Box(Per Trico 814-LA)	EACH	5	$8,950.00	$44,750.00
9240144	Misc. Work (Construct Joint Trench Sections 1-31)	L.FT.	1	$5,188.06	$5,188.06
9240147	Misc. Work (Supply & Place Electrical Conduit 3")	L.FT.	2,127	$5.00	$10,635.00
9240148	Misc. Work (Supply & Place Electrical Conduit 4")	L.FT.	11,856	$5.50	$65,208.00

Trico Total =	$163,569.06
Prior Rights Total=	$0.00
Non-Prior Rights Total=	$163,569.06

Marana

Item #	Description	Unit	Quantity	Unit Price	Amount
7320070	Electric Conduit (3")(PVC)	L.FT.	2,139	$17.00	$36,363.00
7320090	Electric Conduit (4")(PVC)	L.FT.	75	$19.00	$1,425.00
7320463	Pull Box(Per Trico 814-LA)	EACH	5	$8,950.00	$44,750.00
9240144	Misc. Work (Construct Joint Trench Sections 1-31)	L.FT.	1	$5,188.06	$5,188.06
9240147	Misc. Work (Supply & Place Electrical Conduit 3")	L.FT.	2,127	$5.00	$10,635.00
9240148	Misc. Work (Supply & Place Electrical Conduit 4")	L.FT.	11,856	$5.50	$65,208.00

Marana Trico Total =	$163,569.06
Prior Rights Total=	$0.00
Non-Prior Rights Total=	$163,569.06

ADOT

Item #	Description	Unit	Quantity	Unit Price	Amount
7320070	Electric Conduit (3")(PVC)	L.FT.	0	$0.00	$0.00
7320090	Electric Conduit (4")(PVC)	L.FT.	0	$0.00	$0.00
7320463	Pull Box(Per Trico 814-LA)	EACH	0	$8,950.00	$0.00
9240144	Misc. Work (Construct Joint Trench Sections 1-31)	L.FT.	0	$0.00	$0.00
9240147	Misc. Work (Supply & Place Electrical Conduit 3")	L.FT.	0	$5.00	$0.00
9240148	Misc. Work (Supply & Place Electrical Conduit 4")	L.FT.	0	$5.50	$0.00

ADOT Trico Total =	$0.00
Prior Rights Total=	$0.00
Non-Prior Rights Total=	$0.00

Council-Regular Meeting **C6**

Meeting Date: 06/07/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 7, 2016

Subject: Approval of May 17, 2016 Study Session Meeting Minutes and May 17, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft Study Session Meeting Minutes 05/17/2016

Draft Regular Council Meeting Minutes 5/17/2016

STUDY SESSION
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers May 17, 2016, at or after 6:00 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

STUDY SESSION

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:00 p.m. **Town Clerk Bronson** called roll. All Council Members were present, with **Vice Mayor Post** joining the dais at 6:05 p.m.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Dispensed with until the regular meeting.

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

CALL TO THE PUBLIC. No speaker cards were presented**.**

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Animal Control; discussion, direction and possible action regarding the provision of animal control services within the Town of Marana, including consideration of continuing the Town's contractual relationship with Pima Animal Care Center (PACC) and/or direction to explore alternatives to PACC for animal control services (Lisa Shafer). Presented by **Gilbert Davidson** who noted that there are two options – to continue the current IGA with Pima County which should be focused on enforcement. The other alternative is to handle our own animal care services. He then gave some background on where the town is currently. He referred to Title 6 of the Town Code. There has been an agreement with the County since the 1980's although the agreements may have lapsed at times. Up to 2005, the annual charges under the agreements were $10,000 or less. Under the last agreement, the licensing revenue stayed

with the county. Next year it is estimated to be $220,000. It is important to remember that that number is not capped. Municipalities within the county have been meeting regularly with the county regarding rising costs and contributions and how their policy is established and managed. The city and towns have been paying over 60% of animal costs without any say in how the revenues are spent.

The components to manage our own animal care services are enforcement, which to a certain extent the town is already doing. Licensing is another component that would require additional training. Sheltering is a component that would have to be contracted out, although there may be several entities interested in doing this. Sheltering would only be for town-initiated transactions. There would also have to be a veterinary component, the cost of which would be borne by the town. Education and outreach is the final component. The marketing campaign would cover animal care and safety, licensing, fees, adoption events and vaccination and spay/neuter fees.

Costs attributable to managing our own animal care would include an animal control officer, equipment, a vehicle, temporary kenneling, licensing and sheltering agreements and veterinary charges.

If the Council wants to move forward with this concept, there would have to be an RFQ process for the sheltering, as well as renewing some type of agreement with the county as an interim measure because this will take some time to put together.

Mr. Davidson then opened up the discussion to Council for comment. **Council Member McGorray** asked how many animals the town was billed for last year. This past year the town was billed for 530 animals, although it is not certain that is an absolute number. The primary revenue stream for Pima County is from licensing. The town would have a baseline of $90,000 to start our own program. **Council Member Bowen** expressed his concern over the cost of the town taking on this program. **Mr. Davidson noted** that there would be a number of steps that would ultimately have to be authorized by Council before moving forward. This is an initial presentation to determine whether the Council has interest in pursuing the project. **Council Member Ziegler** expressed her concern about getting into the animal care business in light of the other projects we have going on. However, she would be in favor of putting out an RFP to see what interest there is. **Council Member Comerford** was also in favor of getting more information in light of the fact that staff thought it a significant enough issue to bring in to Council's attention. **Vice Mayor Post** asked what education would be necessary to enforce licensing. **Mr. Davidson** responded that there are number of ways to be creative in educating citizens on the benefit of licensing. **Vice Mayor Post** would be in support of going in a different direction than what we have been doing. **Mayor Honea** indicated that he thought the town could give better service to the residents. If the cost is nearly the same but the town could increase the service level, it would be worth looking into. He would like to research and get more numbers together, noting that we will most likely need to sign the agreement with the County in June to give us some time.

Motion by Council Member Bowen to direct staff to continue the investigative process into all the different costs associated not only with running this operation but setting up and the temporary shelters, the licensing, the software, the vehicle that will be necessary and ongoing

costs including that of hiring personnel to run the program, and bring that all back so that we have a very clear idea of what we might be faced with, second by Vice Mayor Post. Motion carried. **Mr. Davidson** noted that staff will do an RFP process which will give us a unit cost which will be more than what we have had in the past. He further noted that with that he will bring back a finalized IGA with the County in June at the appropriate meeting.

EXECUTIVE SESSIONS

E1 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

ADJOURNMENT. ***Motion to adjourn at 6:52 p.m. by Council Member McGorray. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the study session/presentation of the Marana Town Council meeting held on May 17, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 17, 2016, 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 7:03 p.m. **Town Clerk Bronson** called roll. All Council Members were present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Led by **Anna Marie Arenas** on behalf of the American Legion Auxiliary – Poppy Program.

APPROVAL OF AGENDA. ***Motion to approve by Council Member Kai, second by Vice Mayor Post. Passed unanimously.***

CALL TO THE PUBLIC. Anna Marie Arenas, spoke on behalf of the American Legion Auxiliary Poppy Program. **David Morales** announced that there would be a Run to the Wall event coming through Marana Thursday morning at the Marana exit. Also, the DAV and VFW will be placing wreaths on military graves at both the Marana Cemetery and the new Veterans Memorial Cemetery in Marana on Memorial Day. He also expressed concern that the town be prepared for the Zika virus which he said is scheduled to affect Marana in July and August.

PROCLAMATIONS. Mayor Honea noted that the proclamation would be included in the permanent record but was not read.

1 Proclaiming May 15 -- 21, 2016 as National Public Works Week (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Member Comerford noted that she is hosting a fundraiser for homeless veterans in honor of Memorial Day. Anyone interested in participating can see her after the meeting. **Mayor Honea** reported on the 10th anniversary of the RTA which was held at the La Paloma hotel.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. No report.

PRESENTATIONS

P1 Relating to Community; an overview of a Transportation Art by Youth public art project to be installed on Tangerine Road, including a presentation of the design by the artist. (Tony Hunter) **Mr. Hunter** provided background information and introduced the members of the Citizens' Forum ad hoc committee who participated in the selection of the location and design for the art project. He then presented the design concept and criteria and introduced the artist, Mr. Trevor O'Tool. The art is metal sculpture of three deer and is expected to be installed by the summer of 2017. The art will be placed along Tangerine Road near Camino de Oeste and the new Tangerine Sky Community Park.

CONSENT AGENDA. M*otion to approve by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously.*

C1 Ordinance No. 2016.005: Relating to Traffic and Highways; amending the Marana Town Code, Title 12, by repealing Town Code Chapter 12-8, entitled "Solicitation of Employment , Business or Contributions from Occupants of Vehicles Traveling on Town Streets and Highways"; and designating an effective date (Libby Shelton)

C2 Resolution No. 2016-047: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Marana to receive funding under COT Grant Number HT-16-2605 (Lisa Shafer)

C3 Resolution No. 2016-048: Relating to Administration; approving the transfer of up to $100,000 in budgeted expenditure authority from the RICO planning and design line item to the RICO capital equipment line item in the fiscal year 2015-2016 budget for the purchase of body worn camera systems for the Police Department and first year maintenance costs (Erik Montague)

C4 Resolution No. 2016-049: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Chapter 4 – Employment Benefits and Leaves, and Chapter 6 – Performance Management and Employee Development (Curry C. Hale)

C5 Resolution No. 2016-050: Relating to Development; approving and authorizing the Planning Director to execute and record an amendment to General Note No. 7 on the cover sheet of the Anderson / Johns Final Plat, Lots 1 and 2 to clarify building setback requirements and provisions (Brian Varney)

C6 Approval of the May 3, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Relating to Alternative Expenditure Limitation (Home Rule Option); rescinding the Town Council's March 1, 2016 motion to hold a special election in March 2017 for purposes of referring an Alternative Expenditure Limitation measure to the qualified electors of the Town and directing staff to take necessary action to place the Alternative Expenditure Limitation measure on the ballot for the November 2016 general election. Presented by **Jane Fairall.** Ms. Fairall noted that during the presentation made on March 1, staff requested Council approval to hold a special election for the Alternative Expenditure Limitation in March 2017. Since that time, staff has been made aware that the Arizona Constitution requires that this election be scheduled at a regular election. The original action taken by Council was made by motion without a resolution. Staff is asking Council to rescind that motion and direct staff to proceed with an election at the General Election in November because we have exceeded the time permitted to get the item on the Primary ballot in August. She asked that the suggested motion be read verbatim so that it is perfectly clear what we are doing.

Motion by Council Member Bowen to rescind the March 1, 2016 motion to hold a special election in March 2017 for the purposes of referring an Alternative Expenditure Limitation measure to the qualified electors of the Town and to direct staff to take necessary action to place the Alternative Expenditure Limitation measure on the ballot for the November 2016 General Election. Seconded by Council Member McGorray. Passed unanimously.

A2 Ordinance No. 2016.006: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date. Presented by **Erik Montague**, who discussed proposed changes to the town's comprehensive fee schedule. On March 8 staff presented Council with proposed changes as part of the annual process to ensure that the costs we are charging reasonably reflect the costs of service where that is appropriate. We look to continue to eliminate errors, add clarification language and increase the emphasis on streamlining some fees and how they are packaged. Based on the timing of that effort, staff was not able to fully vet all of those ideas, and anticipate that should these be adopted tonight, staff may need to come back to Council at some time during the next fiscal year to ask for consideration of additional clarifications and/or fee changes. The changes before Council tonight are directly tied to the proposed changes brought forth on March 8. As required by statute, staff did provide notice of the proposed changes. As we have in the past, staff did reach out to both the Southern Arizona Home Builders Association and the Metropolitan Pima Alliance and provided them as opportunity to review and comment on the changes. Questions were discussed with our development services group and were resolved at that time. The changes tonight would become effective July 1, 2016.

Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.

Resolution No. 2016-051: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No. 2016.006 (Erik Montague) Presented by **Erik Montague.** ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

A3 PUBLIC HEARING: Resolution No. 2016-052: Relating to Budget; adopting the fiscal year 2016-2017 tentative budget (Erik Montague). **Mayor Honea** opened the public hearing. **Mr. Montague** presented an overall summary of the tentative budget, noting that this is a structurally balanced budget. It does continue to contain a very important resource to our community, which is the contracting sales tax. Seventy-five percent of that is still being diverted into the transportation fund as bound by preceding resolutions. We do anticipate in a future legislative session that they may make another run at the construction sales tax. The League of Arizona Cities and Towns has already told us to be prepared.

Tonight's budget does contain contingency funding. This is expenditure authority, but it does require Council approval to be used. The budget as presented provides and estimated ending balance of about $21.5M and excludes an anticipated contingency. From a budget perspective, we establish a target reserve of about 25% which will put us above 52% which is a very healthy reserve.

Mr. Montague noted that about 7.9 FTE's are being added, bringing us to 346 employees. He then reviewed the positions and noted that they are the same as were presented in the Manager's Recommended Budget. Next, he reviewed the portfolio of investments, both to employees and in regard to various tools and resources that are required to advance the services that we provide. Included are team performance adjustments which will be up to a 3.5 percent pay adjustment to those employees who exemplify and advance the cultural values and strategic plan. For employees who are at or near the top of their range, a portion of that may come in the form of a lump sum. There will be a pay administration document that will be attached to the final budget with eligibility information as well as timing of the payments and other administrative information related to those adjustments.

Mr. Montague then referred to the detailed schedules included in the Council packet. In the general fund we are anticipating about a 5.4% increase. There were no speakers from the public or comments from the Council. There are some changes to the CIP budget related to large projects such as the Tangerine Road widening. There are also changes in the debt service piece. Part of the original debt to get into the wastewater treatment business was related to prepaid or capitalized interest so that we didn't have to make a debt service payment for a period of time. We will have to make debt service payments this year. Next year we will have to make a principal and interest payment. There were no major changes to the enterprise funds. Internal service funds are health funds, and most of that change is due to offsets between increases on the health side and some other offsets on the dental side. Special purpose districts, specifically Community Facilities Districts and a road improvement district are discretely presented proponent units within our financial statements and are included within our budget.

Overall, we are looking to increase by $25M or 17%, from about $145M expenditure limit to about $170.1M. And most of that change is attributable to the capital projects funds which is continued to describe. Once the budget is approved it would set our expenditure limitations. At that point the budget cannot be increased; however, it can be reduced prior to the adoption of the final budget on June 21. Mr. Montague responded to various questions from Council, including a question regarding the Public Safety Personnel Retirement System funding mechanism. There were no speakers from the public. **Mayor Honea** closed the public hearing. ***Motion to approve by Council Member Bowen, second by Council Member Kai. Passed unanimously.***

A4 Resolution No. 2016-053: Relating to Public Works; approving and authorizing the Mayor to execute an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from T/F Tangerine Group, L.L.C. for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021). Presented by **Frank Cassidy**, who noted that the full settlement agreement is contained within the Council packet. In terms of the negotiations and justifications of why we recommended an administrative settlement above the appraised value, he would be happy to discuss that further in executive session. Council determined that no executive session was necessary. ***Motion by Vice Mayor Post, second by Council Member McGorray. Passed unanimously.***

A5 Resolution No. VFCFD 2016-01: [Marana Town Council acting as the Vanderbilt Farms Community Facilities District Board of Directors]: A Resolution of the District Board of Vanderbilt Farms Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2016-2017 pursuant to A.R.S. §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law.

Presented by **Erik Montague.** He noted for this and for all community facilities districts, statute requires that before July 15th of each year the district treasurer bring before the Board for consideration a proposed budget for that new year. The budget includes anticipated costs for the operation and maintenance of the district as well as any capital improvements that may be financed by some type of funded debt should that be applicable. It also provides for a modest secondary property tax for operations and maintenance. It also provides some capacity for additional interest. It's anticipated to be an inactive budget for this development for the next year. The proposed budget does provide for expenditure authority up to $32,194 for the next year. Should this be approved tonight, staff will provide the required public notice. ***Motion to approve by Board Member McGorray, second by Board Member Kai. Passed unanimously.***

A6 Resolution No. SSCFD 2016-01: [Marana Town Council acting as the Saguaro Springs Community Facilities District Board of Directors]: A Resolution of the District Board of Saguaro Springs Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2016-2017 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law.

Presented by **Erik Montague**, who noted that although this development is known as Saguaro Bloom, the community facilities district will always be known as Saguaro Springs CFD. Statute requires that before July 15th of each year the district treasurer bring before the Board for consideration a proposed budget for that new year providing expenditure capacity for the maintenance and possible issuance of debt at some time during the year. Approval of the budget doesn't automatically authorize the district to move forward with any debt issuance until coming back to the Board through a formal process. Approval of the item sets in motion a public notice required by statute before the final adoption of the budget on June 21, 2016. The proposed budget establishes a limit of $4,892,000. ***Motion to approve by Board Member McGorray, second by Vice Chair Post. Passed unanimously.***

A7 Resolution No. GFCFD2 2016-01: [Marana Town Council acting as the Gladden Farms (Phase II) Community Facilities District Board of Directors]: A Resolution of the District Board of Gladden Farms (Phase II) Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2016-2017 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law.

Presented by **Erik Montague.** Statute requires that before July 15th of each year the district treasurer bring before the Board for consideration a proposed budget for that new year providing expenditure capacity for all costs associated with the maintenance of the district including any costs associated with some type of debt issuance. This district is all agricultural at the present time and is not anticipated to have any significant activity during the year, so the only portion of

the property tax that is levied is the operation and maintenance portion. Based on its current valuation, it's very minor other than for publishing of statutory notices for the district. ***Motion to approve by Board Member McGorray, second by Board Member Ziegler. Passed unanimously.***

A8 Resolution No. GFCFD 2016-01: [Marana Town Council acting as the Gladden Farms Community Facilities District Board of Directors]: A Resolution of the District Board of Gladden Farms Community Facilities District, a Community Facilities District of Arizona, approving a tentative budget for fiscal year 2016-2017 pursuant to ARS §48-716; setting a public hearing date on said tentative budget; filing statements and estimates of the operation and maintenance expenses of the district, the costs of capital improvements to be financed by the approved ad valorem tax levy, and the amount of all other expenditures for public infrastructure and enhanced municipal services proposed to be paid from the tax levy and of the amount to be raised to pay general obligation bonds of the district, all of which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the district; providing for notice of filing the statements and estimates, and notice of a public hearing on the portions of the statements and estimates not relating to debt service on general obligation bonds; and providing that this resolution shall be effective after its passage and approval according to law.

Presented by **Erik Montague,** who noted that the budget includes all associated revenues and costs for maintenance and operation of the district including possible acquisition of capital improvements to be financed by future debt. The proposed budget also includes the anticipated levy of $2.80 for every $100 of assessed valuation for the next year. That amount includes $.30 for operations and maintenance and $2.50 for the debt portion. The budget is incorporated within the appropriate Auditor General schedules and includes the required notice of the next public hearing on June 21, 2016. Upon approval tonight, the budget authority would be $2,248,144 and does provide for capacity to issue debt upon board approval. ***Motion to approve by Board Member McGorray, second by Board Member Bowen. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 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). **Mr. Davidson** reported that overall, the legislative session was positive for cities and towns. The Governor signed the census bill which will increase revenues for the town. One of the bills that went forward which the town had concerns about related to water utilities. The bill that was going to allow the private sector to create community facilities districts did not advance.

EXECUTIVE SESSIONS. ***Motion to go into executive session at 8:06 p.m. on items E3 and E4 by Council Member Bowen, second by Council Member McGorray. Passed unanimously.***

E1 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.

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of Tangerine Road right-of-way from T/F Tangerine Group, L.L.C. (this item relates to and should occur before Council Action item A4 on tonight's agenda)

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with, and instruction to, the Town's attorneys regarding the notice of claim filed against the Town by DTD-DEVCO 10, L.L.C. by letter dated October 22, 2015, and supplemented by letter dated October 26, 2015. **Mr. Cassidy** asked for a motion to authorize the Town Manager and staff to proceed as discussed in executive session. ***Motion to proceed as discussed in executive session by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

E4 Executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to receive legal advice and consult with the Town's attorneys regarding the lawsuit entitled Mario Valencia v. Town of Marana, et al, United States District Court No. CV-00087-RCC. **Mr. Cassidy** asked for a motion giving authorization to outside counsel to proceed in the manner as discussed in executive session. ***Motion to proceed as discussed in executive session by Vice Mayor Post, second by Council Member Kai. Passed unanimously.***

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Motion to adjourn at 8:22 p.m. by Council Member McGorray, second by Council Member Bowen. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on May 17, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 06/07/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: June 7, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Patrick Nilz on behalf of the Marana Heritage Conservancy for the 4th of July celebration to be held on July 4, 2016 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of the Marana Heritage Conservancy for the 4th of July celebration to be held on July 4, 2016.

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 Patrick Nilz on behalf of the Marana Heritage Conservancy for the 4th of July celebration to be held on July 4, 2016.

OPTION 2: I move to disapprove the special event liquor license application submitted by Patrick Nilz on behalf of the Marana Heritage Conservancy for the 4th of July celebration to be held on July 4, 2016.

Attachments

Redacted Application

Series Description Special Event Liquor License

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE

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

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Marana Heritage Conservancy

SECTION 2 Non-Profit/IRS Tax Exempt Number: 26-4038157

SECTION 3 The organization is a: (check one box only)
☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☒ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee
☐ Yes ☒ No

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

Name of Business _____ License Number _____ Phone (include Area Code) _____

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Crossroads at Silverbell Dist. Park

Address of Location: 7548 N. Silverbell Rd (Street) Marana (City) AZ (State) 85743 (Zip) Pima (COUNTY)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Nilz (Last) Patrick (First) R. (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: [redacted] (Street) (City) (State) (Zip)
3. Applicant's home/cell phone: [redacted] Applicant's business phone: [redacted]
4. Applicant's email address: [redacted]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. 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.)

4. 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. Attach an additional page if necessary.

Name Marana Heritage Conservancy Percentage: 50% 50%
Address P.O. Box 1074 (Street) Marana (City) AZ (State) 85653 (Zip) 85653

Name Dove Mountain Rotary Percentage:
Address (Street) Marana (City) AZ (State) 85653 (Zip)

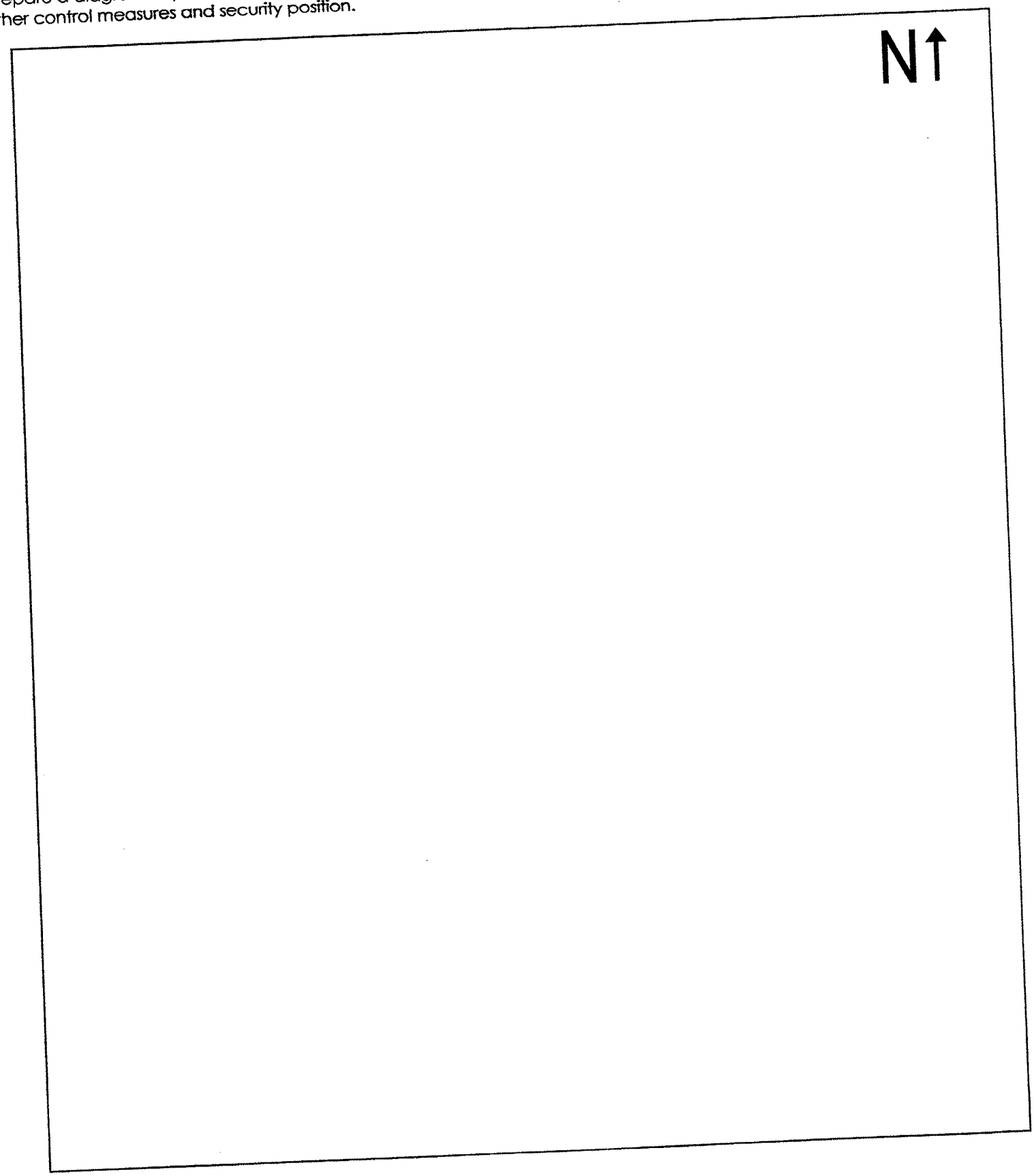
5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)
_____ Number of Police _____ Number of Security Personnel ☐ Fencing ☐ Barriers
Explanation: _____

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	July 4 2016	Monday	4:00PM	9:30PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space 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 position.



7/22/2015 ...mmodations call (602)542-9027.

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Raymond Patrick Nitz (Print Full Name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Raymond Patrick Nitz (Signature) PRESIDENT (Title/ Position) MAY 25 2016 (Date) _____ (Phone #)

The foregoing instrument was acknowledged before me this 25th (Day) May (Month) 2016 (Year)

State Arizona County of Pima

My Commission Expires on: 09-11-18 (Date) Suzanne Sutherland (Signature of Notary Public)

Suzanne Sutherland
Notary Public
Pima County, Arizona
My Comm. Expires 09-11-18

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Raymond Patrick Nitz (Print Full Name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Raymond Patrick Nitz (Signature) PRESIDENT (Title/ Position) MAY 25 2016 (Date) _____ (Phone #)

The foregoing instrument was acknowledged before me this 25th (Day) May (Month) 2016 (Year)

State Arizona County of Pima

My Commission Expires on: 09-11-18 (Date) Suzanne Sutherland (Signature of Notary Public)

Suzanne Sutherland
Notary Public
Pima County, Arizona
My Comm. Expires 09-11-18

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

on behalf of _____ (City, Town, County) _____ (Signature) _____ (Date) _____ (Phone)

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

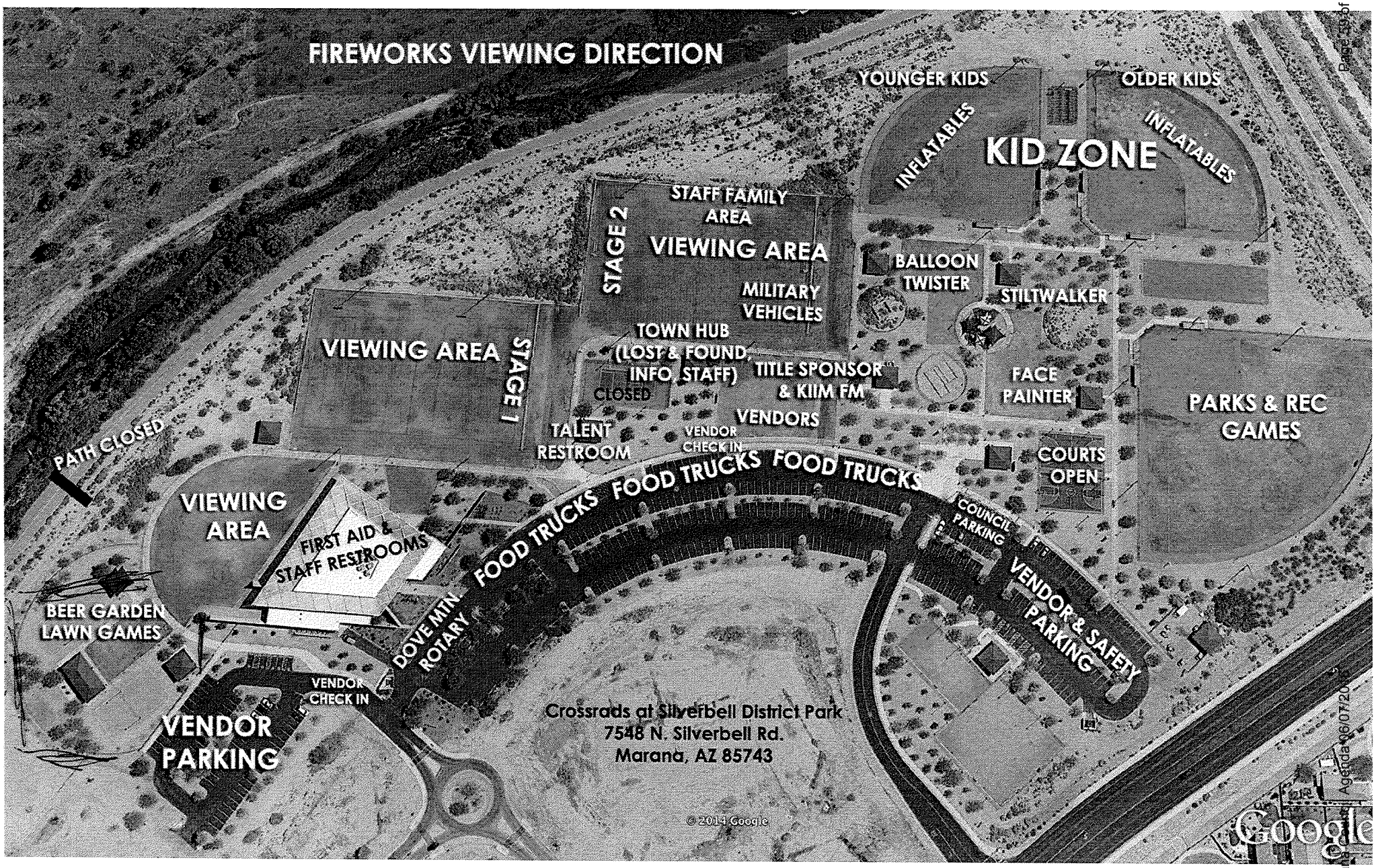
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.


FIREWORKS VIEWING DIRECTION
YOUNGER KIDS
OLDER KIDS
INFLATABLES
KID ZONE
INFLATABLES
STAFF FAMILY AREA
STAGE 2
VIEWING AREA
BALLOON TWISTER
STILTWALKER
MILITARY VEHICLES
VIEWING AREA
STAGE 1
TOWN HUB (LOST & FOUND, INFO, STAFF)
TITLE SPONSOR & KIIM FM
FACE PAINTER
PARKS & REC GAMES
CLOSED
VENDORS
TALENT
RESTROOM
VENDOR CHECK IN
PATH CLOSED
COURTS OPEN
FOOD TRUCKS
FOOD TRUCKS
FOOD TRUCKS
COUNCIL PARKING
VIEWING AREA
FIRST AID & STAFF RESTROOMS
VENDOR & SAFETY PARKING
BEER GARDEN LAWN GAMES
DOVE MTN. ROTARY
VENDOR CHECK IN
VENDOR PARKING
Crossrads at Silverbell District Park
7548 N. Silverbell Rd.
Marana, AZ 85743
© 2014 Google
Google

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

Council-Regular Meeting **A1**

Meeting Date: 06/07/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 7, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-058: Relating to Animal Control; approving and authorizing the Mayor to execute Amendment No. 01 to the existing intergovernmental agreement between the Town of Marana and Pima County for the provision of animal control services within the Town of Marana (Lisa Shafer)

Discussion:

The current Intergovernmental Agreement (IGA) between Marana and Pima County for animal control services within the Town limits is set to expire on June 30, 2016. In lieu of a new IGA for fiscal year 2017, the Town and the County have agreed to a one year extension of the existing IGA. All services performed by the County will remain the same and it is anticipated that our costs for FY2017 will be approximately $222,000 and revenues will be about $85,000. These budgeted amounts have been increased from the $185,000 and $75,000 budgeted for this current fiscal year. It is anticipated that the Town will exceed the current budget this fiscal year and therefore the amounts for next year have been increased to meet the current demand.

Under the current 2014-2016 IGA, Pima Animal Care Center collects all license, kennel and adoption fees for animals licensed in or originating from Marana. The Town receives the revenue from these operations monthly. The Town is also billed monthly for all expenses attributed to the Marana jurisdiction. Those costs included enforcement, sheltering, spay/neuter and other vet services, licensing and administrative expenses. All violations of the Town Code are cited into Marana Municipal Court and prosecuted by the Town's Legal Department. The Town retains all fees and fines imposed in those cases.

The Town will continue to explore other options for animal control services as directed by Council during the May 17th study session.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$222,000

Expenditures in the amount of $222,000 and revenues of $85,000 have been anticipated and budgeted in the 2017 fiscal year.

Staff Recommendation:

Staff recommends approval of Amendment No. 01 to the IGA with Pima County for the provision of animal control services.

Suggested Motion:

I move to adopt Resolution 2016-058, approving and authorizing the Mayor to execute Amendment No. 01 to the existing intergovernmental agreement between the Town of Marana and Pima County for the provision of animal control services within the Town of Marana.

Attachments

Resolution 2016-058

IGA Amendment No 1

MARANA RESOLUTION NO. 2016-058

RELATING TO ANIMAL CONTROL; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 01 TO THE EXISTING INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR THE PROVISION OF ANIMAL CONTROL SERVICES WITHIN THE TOWN OF MARANA

WHEREAS on September 9, 2014, the Town Council adopted Resolution No. 2014-082 approving and authorizing the Mayor to execute an intergovernmental agreement with Pima County for the provision of animal control services within the Town for the period of July 1, 2014 through June 30, 2016; and

WHEREAS the Town Council finds that renewal of this intergovernmental agreement between the Town of Marana and Pima County will benefit the citizens of the Town of Marana and will be in the Town's best interest.

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

SECTION 1. Amendment No. 01 to the existing intergovernmental agreement between Pima County and the Town of Marana renewing the agreement for one year through June 30, 2017, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 7th day of June, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE TOWN OF MARANA
AGREEMENT NO. CTN-14-0194
AMENDMENT NO. 01

ORIGINAL CONTRACT TERM:	07/01/14– 06/30/2016	ORIGINAL CONTRACT AMOUNT:	$0.00
TERM PRIOR AMENDMENT:	N/A	AMOUNT PRIOR AMENDMENTS:	$0.00
TERM THIS AMENDMENT:	06/30/17	AMOUNT THIS AMENDMENT:	$0.00
RENEWALS LEFT:	02	REVISED CONTRACT AMOUNT:	$0.00

AMENDMENT

WHEREAS, Pima County, a political subdivision of the State of Arizona, hereinafter referred to as "COUNTY", and the Town of Marana, a municipal corporation of the State of Arizona, hereinafter referred to as "TOWN" have entered into an Intergovernmental Agreement ("Agreement"); and

WHEREAS, pursuant to A.R.S. § 11-952 the COUNTY and the TOWN entered into an Agreement in a joint effort to provide animal control services within the geographical jurisdiction of the TOWN in accordance with the Town Code for the provision of vaccination and dog licensing requirements, dog license fees, leash laws, intake of stray animals, animal cruelty and neglect, dangerous animals, diseased animals, biting animals, animal waste, and excessive noise; and

WHEREAS, the parties wish to amend the agreement to extend the term for an additional year;

NOW, THEREFORE, the following Amendment is agreed upon as follows:

CHANGE: Article III. DURATION AND EFFECTIVE DATE:

FROM: The term of this Agreement shall become effective July 1, 2014 and shall continue until June 30, 2016. The Parties shall have the option of extending this Agreement for up to three (3) additional one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

TO: The term of this Agreement shall become effective July 1, 2014 and shall continue until June 30, 2017. The Parties shall have the option of extending this Agreement for up to two (2) additional one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

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

All other provisions of the Intergovernmental Agreement, not specifically revised by this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties do hereby agree to carry out the terms of this Amendment to the INTERGOVERNMENTAL AGREEMENT.

PIMA COUNTY

By: _____
Chair, Board of Supervisors Date

ATTEST

By: _____
Clerk, Board of Supervisors Date

TOWN OF MARANA

By: _____
Mayor Date

ATTEST

By: _____
Town Clerk Date

APPROVED AS TO CONTENT

By: _____
Pima County Health Department

APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each respective party has determined that the foregoing Agreement is in proper form and is within the powers and authority of the entity as granted under the laws of the state.

By: _____
Deputy County Attorney Date

By: _____
Legal Counsel, Town of Marana Date