



MARANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, November 3, 2021, at or after 6:00 PM

Ed Honea, Mayor  
Jon Post, Vice Mayor  
Patti Comerford, Council Member  
Jackie Craig, Council Member  
Herb Kai, Council Member  
John Officer, Council Member  
Roxanne Ziegler, Council Member

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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 November 3, 2021, at or after 6:00 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 electronic devices.**

**Meeting Times**

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the 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.maranaaz.gov](http://www.maranaaz.gov) under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda 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](http://www.maranaaz.gov) under Agendas and Minutes.

## **REGULAR COUNCIL MEETING**

### **CALL TO ORDER AND ROLL CALL**

### **PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE**

### **APPROVAL OF AGENDA**

### **CALL TO THE PUBLIC**

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card 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. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a

future agenda.

## **PROCLAMATIONS**

PR1 Proclamation recognizing the month of November 2021 as, "Family Court Awareness Month" (Cherry L. Lawson)

## **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 Resolution 2021-138: Relating to Public Works; approving and authorizing the Mayor to execute a Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Regional Traffic Signal Equipment for Fiscal Year 2022 (Keith Brann)
- C2 Resolution 2021-139: Relating to Police Department; approving and authorizing the Chief of Police to execute an intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding and operation of the Arizona Vehicle Theft Task Force (Libby Shelton)
- C3 Resolution No. 2021-140: Relating to the Legal Department; approving and authorizing the Town Manager to execute the One Arizona Distribution of Opioid Settlement Funds Agreement and related settlement agreements (Libby Shelton)
- C4 Resolution No. 2021-141: Relating to Special Events; approving and authorizing the Mayor to sign a license agreement between the Town of Marana and the Marana Health Center, Inc. allowing the Marana Health Center to utilize certain properties owned by the Town for its 2021 Balloon Fest event (David L. Udall)

- C5 Relating to Procurement; approving an increase in budgeted expense authority of up to \$100,000 of HURF fund (Fund # 2060), for the Hartman Road Rehabilitation project; authorizing the transfer of appropriations, if necessary, for the increase in project budget; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the increase in budgeted expense authority. (Mo El-Ali)
- C6 Approval of the Regular Council Meeting Summary Minutes of October 19, 2021 (Cherry L. Lawson)

## **LIQUOR LICENSES**

## **BOARDS, COMMISSIONS AND COMMITTEES**

- B1 Resolution No. 2021-142: Relating to Boards, Commissions and Committees; review and approval of the amended bylaws of the Town of Marana Utilities Board (David L. Udall)

## **COUNCIL ACTION**

## **ITEMS FOR DISCUSSION / POSSIBLE ACTION**

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)
- D2 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 (Terry Rozema)

## **EXECUTIVE SESSIONS**

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

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

## **FUTURE AGENDA ITEMS**

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

## **ADJOURNMENT**



**Council-Regular Meeting**

**PR1**

**Meeting Date:** 11/03/2021

**From:** Cherry L. Lawson, Town Clerk

**Date:** November 3, 2021

**Subject:** Proclamation recognizing the month of November 2021 as, "Family Court Awareness Month" (Cherry L. Lawson)

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**Attachments**

Proclamation

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**PROCLAMATION  
FAMILY COURT AWARENESS MONTH  
November 2021**

**WHEREAS**, the mission at One Mom's Battle (OMB) and the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children ; and

**WHEREAS**, FCAMC's mission is to increase awareness on the importance of education and training on domestic violence, childhood trauma, and post separation abuse for all professionals working within the family court system; and to educate judges and other family court professionals on the empirical data and research which is a critical component to making decisions that are truly in the best interest of children; and

**WHEREAS**, this research includes The Adverse Childhood Experiences (ACE) Study (CDC-Kaiser Permanente), Saunders's Study (Us Department of Justice), The Meier Study: Child Custody Outcomes in Cases Involving Abuse Allegations, and the Santa Clara Law Study (Confronting the Challenge of High-Conflict Personality in Family Court); and

**WHEREAS**, the mission at the FCAMC is fueled by the desire for awareness and change in the family court system while honoring the 100(+) children in the United States who have been murdered by a parent after a custody court rejected the other parent's plea for protection (Source: Center for Judicial Excellence); and

**WHEREAS**, many families in our community are struggling in silence and facing the reality that child safety is not being prioritized. Our family court system lacks the proper training on domestic violence, childhood trauma, and post separation abuse. In fact, many are shocked to discover that most states do not have domestic violence training requirements prior to a judicial officer presiding over family court cases and ultimately, determining the fate of innocent children. In the states that do have requirements for domestic violence training, it is very minimal; and

**NOW THEREFORE**, the Mayor and Marana Town Council do hereby recognize November 2021 as "FAMILY COURT AWARENESS MONTH" in the Town of Marana and encourage citizens to support and recognize the importance of a family court system that prioritizes child safety and acts in the best interest of children.

**Dated this 3rd day of November 2021.**

**ATTEST:**

  
Cherry L. Lawson, Town Clerk



  
Ed Honea, Mayor



## Council-Regular Meeting

C1

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**Submitted For:** Libby Shelton, Deputy Town Attorney

**From:** Libby Shelton, Deputy Town Attorney

**Date:** November 3, 2021

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Resolution 2021-138: Relating to Public Works; approving and authorizing the Mayor to execute a Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Regional Traffic Signal Equipment for Fiscal Year 2022 (Keith Brann)

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### Discussion:

In 2021, the Town of Marana purchased a Maxview centralized traffic signal system and Maxview server to advance the Town's goals of traffic signal connectivity and efficient traffic operations. Maxview licenses for 25 traffic signals were transferred from the regional Maxview network to support the Town's Maxview system. The Town currently has 27 full traffic signals, and several more traffic signals are currently in design and/or construction. In addition, the Town has three pedestrian hybrid beacons (HAWKS). The 25 licenses are insufficient to meet the Town's immediate and future needs for traffic signal connectivity.

Pima Association of Governments (PAG)'s Transportation Improvement Program (TIP) includes funding for the Regional Traffic Signal Program Equipment. This MOU will enable the Town to use TIP funding for 15 Maxview licenses for traffic signals, as more specifically set forth in the MOU and its Exhibit A. The additional licenses will allow signals, pedestrian hybrid beacons, pan-tilt-zoom cameras, and other devices to be incorporated into the centralized traffic signal system and monitored, when these devices are physically connected to the system. The Town of Marana shall be responsible for all maintenance and operations costs and activities.

The project is consistent with both the Make Marana 2040 plan and the Strategic Plan.

The Make Marana 2040 plan explicitly identifies innovative technological advances related to transportation, monitoring transportation system performance, proactively monitoring emergence of new technology for transportation, ensuring traffic operations and running efficiently and following best practices, and managing peak hour congestion with new technologies.

The Strategic Plan cites a safe, well-planned community, partnering with educational institutions, well-maintained travel ways, and bold ideas and best practices.

**Financial Impact:**

Fiscal Year: 2021-2022

Budgeted Y/N: Y

Amount: \$3,420

For fiscal year 2021-2022, the Town will only be responsible for the match portion of this MOU. Funding capacity is available within the Public Works Department traffic maintenance budget. The remaining \$56,580 will be budgeted in fiscal year 2022-2023.

**Staff Recommendation:**

Staff recommends adoption of Resolution No. 2021-138, approving and authorizing the Mayor to execute a Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Regional Traffic Signal Equipment for Fiscal Year 2022.

**Suggested Motion:**

I move to adopt Resolution No. 2021-138, approving and authorizing the Mayor to execute a Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Regional Traffic Signal Equipment for Fiscal Year 2022.

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**Attachments**

Resolution 2021-138

Exhibit A

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## MARANA RESOLUTION NO. 2021-138

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN PIMA ASSOCIATION OF GOVERNMENTS AND THE TOWN OF MARANA FOR PROGRAMMING AND FUNDING OF REGIONAL TRAFFIC SIGNAL EQUIPMENT FOR FISCAL YEAR 2022

WHEREAS the Pima Association of Governments (PAG), as the designated Metropolitan Planning Organization (MPO) for Pima County, is required to develop a Transportation Improvement Program (TIP) at least once every 4 years; and

WHEREAS PAG is required to ensure projects identified in the TIP are making satisfactory progress toward completion and have the necessary funding commitments to be completed within the timeframe published in the TIP, and that a performance based planning process is used to report on completed projects; and

WHEREAS publication of the PAG TIP document authorizes the obligation of federal funding and/or authorizes the drawdown of state PAG HURF 12.6% funds to projects that are programmed in the "current" fiscal year of the document; and

WHEREAS the Town of Marana and PAG wish to cooperate in the programming and funding for the Regional Traffic Signal Program by purchasing 15 Maxview licenses for traffic signals; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the memorandum of understanding (MOU) addressed by this resolution to facilitate the purchase of 15 Maxview licenses for traffic signals.

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

SECTION 1. The Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Regional Traffic Signal Equipment (TIP ID 4.22) in substantially the form set forth in the agenda materials accompanying this resolution is hereby approved, and the Mayor is 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 Memorandum of Understanding.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3<sup>rd</sup> day of November, 2021.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Jane Fairall, Town Attorney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PIMA ASSOCIATION OF GOVERNMENTS  
AND  
TOWN OF MARANA  
FOR  
PROGRAMMING AND FUNDING OF  
REGIONAL TRAFFIC SIGNAL PROGRAM; EQUIPMENT FOR FY 2022 (TIP ID 4.22)**

This Memorandum of Understanding (MOU) is entered into by and between Pima Association of Governments (PAG), the designated Metropolitan Planning Organization (MPO) for Pima County, and Town of Marana, a body politic and corporate of the State of Arizona (“the Lead Agency”).

**RECITALS**

- A. 23 U.S.C 134 (b) establishes Metropolitan Planning Organizations in urban areas over 50,000 in population. Additionally, urbanized areas over 200,000 in population are considered Transportation Management Areas (TMA) that require the MPO to incorporate additional requirements into the planning process as outlined in 23 USC 134 (k).
- B. The governing board of the MPO is composed of representatives of each member of the regional jurisdictional governments in accordance with 23 USC 134 (d).
- C. PAG as the MPO is required to update a Transportation Improvement Program (TIP) at least once every 4 years in accordance with 23 USC 134 (j).
- D. PAG, as part of the regional planning process throughout 23 USC 134 is required to ensure projects identified in the TIP are making satisfactory progress toward completion, have the necessary funding commitments to be completed within the timeframe published in the TIP and that completed projects are reported on using a performance based planning process.
- E. Publication of the PAG TIP document authorizes the obligation of federal funding (expenditure of federal funds obligated for this Project on or before May 31, 2022 is subject to the terms and conditions of this MOU) and/or authorizes the drawdown of state PAG HURF 12.6% funds to projects that are programmed in the “current” fiscal year of the document.
- F. The Town of Marana has been identified as the Lead Agency and will be responsible for all aspects of Project implementation including, but not limited to, planning, Project management, risk management, design, right of way acquisition, construction, advertisement, award, execution and administration of all contracts for the Project.
- G. The Lead Agency is authorized by A.R.S. § 11-251 (4) or A.R.S. § 9-240 (A) (3) to design, maintain, control and manage public roads within the Lead Agency’s jurisdictional boundaries.
- H. The Lead Agency may, when authorized by law, have a legal contract with one or more jurisdictions to perform roadway and other improvements within the boundaries of the other jurisdiction or jurisdictions.

- I. The Lead Agency and PAG wish to cooperate in the programming and funding for the Regional Traffic Signal Program; Equipment (“the Project”). This Project is identified in the PAG TIP with the TIP ID# of 4.22
- J. It is the policy of PAG to require that the Lead Agency be identified, and a Memorandum of Understanding (MOU) be approved and entered into by PAG and the Lead Agency before the Project can advance into the first or second year of the TIP document.
- K. The PAG TIP Policies and Procedures document included within the approved TIP will apply to the programming process for this Project unless otherwise specified herein.
- L. This Project has been identified to add value to the stated goals and objectives of the adopted regional transportation plan, as such it must meet and comply with its obligations to the region.

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

### **UNDERSTANDING**

- 1. **Purpose.** The purpose of this MOU is to set forth the responsibilities of the parties for the design, construction, maintenance and operation of the Project and to address various legal and administrative matters among the parties.
- 2. **Project.** The project scope involves purchasing 15 Maxview licenses for traffic signals, as more fully depicted in the attached Exhibit A.
- 3. **Operations and Maintenance.** The Lead Agency will be responsible for all maintenance and operations costs and activities.
- 4. **Effective Date; Term.** This MOU shall become effective upon approval of this MOU by the PAG Regional Council and the Lead Agency and shall continue in effect until all improvements constructed pursuant to this MOU are completed, all eligible reimbursement payments to the Lead Agency are concluded, and all warranties applicable to the Project have expired.
- 5. **Responsibilities of the Lead Agency.**

- a. The Lead Agency shall be responsible for the implementation of the Project in accordance with this MOU and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include but are not limited to the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Pima Association of Governments Standard Specifications for Public Improvements, the Pima County Roadway Design Manual, the Pima County Department of Transportation /City of Tucson Department of Transportation and Mobility Pavement Marking Design

Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.

- b. If any parties other than the Lead Agency are contracted to perform any portion of the Project, the Lead Agency shall be responsible for the contracts for design, construction, or any other professional services for the Project and shall select the consultants and contractors to be used on the Project. The Lead Agency shall follow all local, regional, state or federal requirements applicable to the funding being used, including selection and contracting for services.
- c. The Lead Agency shall be responsible for all traffic management, including public notification, during Project implementation when required.
- d. For construction projects, the Lead Agency shall operate and maintain the improvements during and after completion of construction except where those responsibilities have been agreed to by another agency or jurisdiction.
- e. The final cost of the Project shall be that amount necessary to complete the Project including any work incorporated into the Project by change orders and amendments executed by the Lead Agency. The Lead Agency shall be responsible for all Project costs in excess of the regional funds identified in the TIP document.
- f. The Lead Agency shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.
- g. Under no circumstances shall the contractor(s) or any other third-party entity own or imply ownership of products and services provided and paid for in part or in whole with funds identified in this MOU.
- h. The Lead Agency will be responsible for assuming all risks associated with the Project except those that are assigned to another agency or jurisdiction that has agreed to that assumption.
- i. The Lead Agency shall require its contractors performing any portion of the Project to name PAG and RTA as additional insured and additional indemnitee with respect to insurance policies for general liability, automobile liability and defects in design in all of the Lead Agency's contracts for the Project. The Lead Agency shall also require its contractors to name PAG and RTA, as well as any other funding agency involved with the Project (RTA, ADOT, FHWA, etc.) as an additional beneficiary in any performance and payment related assurances posted for the Project.
- j. Monthly, the Lead Agency shall be responsible for preparing and submitting the reimbursement requests (invoices) to PAG/ADOT or FHWA depending on the fund source.
- k. The Lead Agency shall be responsible for submitting a status report describing its progress and adherence to the Project scope, schedule and budget to the TIP Subcommittee upon request.

- l. The Lead Agency shall indemnify, defend, and hold PAG, RTA and any other funding providers harmless from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any reasonable attorneys' fees and/or litigation expenses, which may be brought or made against PAG, RTA and any other funding providers, and any of their officers, directors and employees, or any person, regardless of who makes the claim, to the extent they result from the negligent or wrongful acts of the Lead Agency or its contractors, or any of their employees, agents, representatives, or sub-contractors, in connection with or incidental to the performance of this MOU. The indemnity provided in this section shall survive termination of this MOU.
- m. The Lead Agency and its contractors shall clearly identify the funding source(s) for the Project, as well as any funding agency involved with the Project (PAG, RTA, FTA, FHWA, etc.) in all documents and communications materials related to the Project. Communications materials may include, but are not limited to, signs, brochures, press releases, PowerPoint presentations, website information, reports, agenda templates, DVD presentations, and any electronic documents.

#### **6. Responsibilities of PAG.**

- a. PAG will publish a TIP document at least once every 4 years making regional projects eligible for state and federal funding.
- b. PAG will aid the Lead Agency in preparation of any TIP amendments that may be necessary for the completion of the Project.
- c. PAG will aggregate regional progress toward completion of the Project and will report to the region's state and federal funding partners.
- d. PAG will process drawdown requests associated with PAG HURF 12.6% funding.

#### **7. Amendment.**

- a. This MOU may be modified, amended, altered or changed only by written agreement signed by both parties.
- b. An amendment to this MOU is required if the scope of work for the Project is significantly altered, such as a change to the Project boundaries, a significant alteration to the scope of services to be provided by the project, or addition or elimination of significant Project features.
- c. An amendment to this MOU is required if the total amount of regional funding programmed on the Project changes more than 10% of the total programmed amount or \$200,000, whichever is smaller. Funding changes less than this threshold do not require an amendment to the MOU, as long as there are no significant changes in scope.

- 8. Termination.** Either party may terminate this MOU for material breach of the MOU by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. Upon termination, programmed funds will no longer be available for use on said Project. The party said to be in default shall have forty-five days from the receipt of written notice to cure the default. If the

default is not cured within that time, the other party may terminate this MOU. Any such termination shall not relieve either party from liabilities or costs already incurred under this MOU.

- 9. Non-assignment.** Neither party to this MOU shall assign its rights or obligations under this MOU to any other party without written permission from the other party to this MOU.

**10. Construction of MOU.**

- a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the programming of the Project in the TIP. Any exhibits to this MOU are incorporated herein by this reference.
- b. Construction and interpretation. All provisions of this MOU shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- c. Captions and headings. The headings used in this MOU are for convenience only and are not intended to affect the meaning of any provision of this MOU.
- d. Severability. In the event that any provision of this MOU or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the MOU are severable. In the event that any provision of this MOU is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- e. This MOU is subject to the provisions of A.R.S. § 38-511.

- 11. Ownership of Improvements.** If the Project involves construction, except as otherwise provided for by law or under a contract with one or more other jurisdictions, ownership of and title to all Project improvements shall automatically vest in Lead Agency upon completion of the Project.

- 12. Legal Jurisdiction.** Nothing in this MOU shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or PAG.

- 13. No Joint Venture.** It is not intended by this MOU to, and nothing contained in this MOU shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Lead Agency and any PAG employees, or between PAG and any Lead Agency employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 14. No Third Party Beneficiaries.** Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties not parties to this MOU or affect the legal liability of either party to the MOU by imposing any standard of care different from the standard of care imposed by law.

**15. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this MOU.

a. **Anti-Discrimination.** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the duties pursuant to this MOU. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this MOU by reference as if set forth in full herein, including the provisions of A.R.S. ' 41-1463.

b. **Americans with Disabilities Act.** This MOU is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

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

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

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

Pima Association of Governments:  
Farhad Moghimi, Executive Director  
1 East Broadway, Suite 401  
Tucson, AZ 85701

Town of Marana:  
Keith Brann, Town Engineer  
Town of Marana  
11555 W. Civic Center Drive  
Marana, AZ 85653

**19. Remedies.** Either party may pursue any remedies provided by law for the breach of this MOU. No right or remedy is intended to be exclusive of any other right or remedy and each shall be

cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this MOU.

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

**In Witness Whereof**, the Town of Marana has caused this MOU to be executed by the Mayor and Town Clerk, and PAG has caused this MOU to be executed by its Executive Director.

**PIMA ASSOCIATION OF GOVERNMENTS**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

**TOWN OF MARANA**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Mr. Farhad Moghimi, Executive Director

\_\_\_\_\_  
Keith Brann, Town Engineer

**ATTORNEY CERTIFICATION**

The foregoing MOU by and between PAG and Town of Marana has been reviewed by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the MOU.

**Pima Association of Governments:**

\_\_\_\_\_  
Thomas Benavidez, Attorney for PAG

\_\_\_\_\_  
Date

**Town of Marana:**

\_\_\_\_\_  
Jane Fairall, Town Attorney

\_\_\_\_\_  
Date

## PAG TIP Memorandum of Understanding Exhibit A

### Base Information

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                              |                      |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Project Name</b>        | Regional Traffic Signal Program; Equipment                                                                                                                                                                                                                                                                                                                                                                                   |                      |
| <b>TIP ID</b>              | 4.22                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |
| <b>Project Location</b>    | Town wide                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |
| <b>Project Description</b> | To support traffic signals and devices that are not currently connected to the system, and to enable the Town to add future traffic signals, the Town proposes purchasing 15 Maxview licenses. This project supports the Town's Intelligent Transportation system (ITS) goals of traffic signal coordination, seamless traffic signal operations across jurisdictional boundaries, and transportation system communications. |                      |
| <b>Project Contact</b>     | Diahn Swartz                                                                                                                                                                                                                                                                                                                                                                                                                 |                      |
| <b>Project Contact</b>     | (520) 382-2675                                                                                                                                                                                                                                                                                                                                                                                                               | dswartz@maranaaz.gov |

### Estimated Project Schedule

| Phase        | Estimated Start Date | Estimated End Date |
|--------------|----------------------|--------------------|
| Procurement  | 8/1/2022             | 10/31/2022         |
| Installation | 11/1/2022            | 12/31/2022         |

### Estimated Project Budget

| Phase       | Regional Funding Source | Year    | Amount   | Match Req. | Other Funding Source | Year    | Amount |
|-------------|-------------------------|---------|----------|------------|----------------------|---------|--------|
| Procurement | STP                     | FY 2022 | \$56,580 | \$3,420    | Town of Marana       | FY 2022 | \$0    |

Please list any agreements related to the project:

The project will need to be established with ADOT for using federal funding prior to initiating any phase of the project.

For Infrastructure Projects: mark all that apply

|                     |  |                       |  |                         |  |
|---------------------|--|-----------------------|--|-------------------------|--|
| ADA Enhancements    |  | Landscaping           |  | Signals                 |  |
| Art                 |  | Medians               |  | Signalized Ped Crossing |  |
| Bike Racks          |  | Multiuse Paths        |  | Signing                 |  |
| Bridge              |  | New Bike Lanes        |  | Sound Walls             |  |
| Bus Pullouts        |  | New Sidewalks         |  | Street Lighting         |  |
| Culverts            |  | Overpass              |  | Striping                |  |
| Curbs               |  | Pavement Preservation |  | Turn Lanes              |  |
| Detection Cameras   |  | Pedestrian Lighting   |  | Underpass               |  |
| Drainage Structures |  | Rubberized Asphalt    |  | Utility Relocation      |  |

|            |  |                       |  |                   |  |
|------------|--|-----------------------|--|-------------------|--|
| Guardrails |  | Right of Way Purchase |  | Wildlife Crossing |  |
|------------|--|-----------------------|--|-------------------|--|

## Additional Project Features

N/A

Describe how the region as a whole will benefit from this project, including any jurisdictions that will be affected or receive benefits from the project.

Installation of the 15 Maxview licenses supports the Town's Intelligent Transportation system (ITS) goals of traffic signal coordination, seamless traffic signal operations across jurisdictional boundaries, and transportation system communications.



## Council-Regular Meeting

C2

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**Submitted For:** Libby Shelton, Deputy Town Attorney

**From:** Libby Shelton, Deputy Town Attorney

**Date:** November 3, 2021

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Resolution 2021-139: Relating to Police Department; approving and authorizing the Chief of Police to execute an intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding and operation of the Arizona Vehicle Theft Task Force (Libby Shelton)

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### Discussion:

In October of 2014, the Marana Police Department entered into an Intergovernmental Agreement with the State of Arizona through the Department of Public Safety, authorizing Marana PD to assign one officer to the Arizona Vehicle Theft Task Force (AVTTF). The AVTTF is funded by the State one year at a time and is renewed each July 1st if funding exists. This agreement requires the Chief of Police to execute the IGA for the 2022 Fiscal Year and then the IGA will renew annually each year for a period not to exceed four years. This IGA funds 75% of the salary of the assigned officer and 100% of the pre-authorized overtime. DPS also assigns and maintains the officer's vehicle while assigned to the task force.

The Arizona Vehicle Theft Task Force was established in January 1997 to provide statewide expertise in the investigation of property crimes involving stolen vehicles, related components and insurance fraud. The task force is comprised of city, county, state and federal law enforcement agencies participating in a concerted effort to identify, apprehend, and prosecute individuals and criminal organizations that profit from the theft of motor vehicles and related crimes. The AVTTF also provides subject matter expertise, training and investigative support to law enforcement agencies targeting vehicle theft and related crimes. The AVTTF provides a vital mission on behalf of the Arizona Automobile Theft Authority (AATA) to reduce vehicle theft in Arizona by

detering criminal activity through aggressive, proactive enforcement and by creating a public awareness through community education. Through continued grant funding from AATA, the AVTTF will continue to provide exemplary services to the citizens of the Arizona.

Through this IGA, Marana PD will be a part of a multi-jurisdictional task force that will focus its efforts within the Town of Marana along with the rest of Southern Arizona. Marana will have the benefit of many specialized officers working detailed operations in high auto theft areas throughout Town. In addition to the Marana officer working the task force, the task force will be responsible for any auto theft case that falls within the Town boundaries.

**Financial Impact:**

Fiscal Year: 2021-2022

Budgeted Y/N: Y

Amount: \$107,492

**Staff Recommendation:**

Staff recommends approval of the IGA with the State of Arizona Department of Public Safety.

**Suggested Motion:**

I move to adopt Resolution No. 2021-139, approving and authorizing the Chief of Police to execute the intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding and operation of the Arizona Vehicle Theft Task Force.

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**Attachments**

Resolution No. 2021-139

Exhibit A - Intergovernmental Agreement

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## MARANA RESOLUTION NO. 2021-139

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RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF PUBLIC SAFETY AND THE TOWN OF MARANA REGARDING THE ADMINISTRATION, FUNDING AND OPERATION OF THE ARIZONA VEHICLE THEFT TASK FORCE

WHEREAS the Arizona Vehicle Theft Task Force (AVTTF) is comprised of city, county, state and federal law enforcement agencies participating in a concerted effort to identify, apprehend, and prosecute individuals and criminal organizations that profit from the theft of motor vehicles and related crimes; and

WHEREAS the Town of Marana Police Department wishes to participate in the AVTTF; and

WHEREAS The Town and the Arizona Department of Public Safety (DPS) are authorized and empowered to enter into agreements by A.R.S. § 11-952; and

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

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

SECTION 1. Approving the intergovernmental agreement between DPS and the Town of Marana Police Department, attached to this resolution as Exhibit A, and authorizing the Chief of Police 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 this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of November, 2021.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Jane Fairall, Town Attorney

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
ARIZONA VEHICLE THEFT TASK FORCE**

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Marana Police Department, ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 B.3; both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

**I. PARTICIPATION**

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officer") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide an officer with all employment-related benefits, rights, and privileges. The officer must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

**II. DPS'S RESPONSIBILITIES**

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

### **III. AGENCY'S RESPONSIBILITIES**

Prior to the officer commencing work at DPS, the Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

### **IV. AVAILABILITY OF FUNDS**

Every payment obligation of DPS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the Agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

### **V. IMMIGRATION**

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

### **VI. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

### **VII. INDEMNIFICATION**

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

### **VIII. DRUG FREE WORKPLACE**

Any officer assigned to the Task Force will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, the

officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

#### **IX. RECORDKEEPING**

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

#### **X. FEES**

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

#### **XI. JURISDICTION**

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

#### **XII. ARBITRATION**

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

#### **XIII. WORKER'S COMPENSATION BENEFITS**

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

#### **XIV. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

#### **XV. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2022. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA.

#### **XVI. CANCELLATION**

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

#### **XVII. TERMINATION**

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

**XVIII. NOTICE**

Any notice required to be given under the IGA will be provided by mail to:

Major Walter D. Mercer  
Arizona Department of Public Safety  
P. O. Box 6638  
Phoenix, Arizona 85005

Chief Reuben Nuñez  
Marana Police Department  
11555 West Civic Center Drive  
Marana, Arizona 85653

**XV. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

**STATE OF ARIZONA**

**AGENCY**

By: Kenneth Hunter  
Kenneth Hunter, Lieutenant Colonel  
Deputy Director  
Arizona Department of Public Safety

By: \_\_\_\_\_  
Reuben Nuñez, Chief  
Chief of Police  
Marana Police Department

Date: 10/12/2021

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

[Signature]  
Assistant Attorney General

\_\_\_\_\_  
City Attorney



## Council-Regular Meeting

C3

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**Submitted For:** Libby Shelton, Deputy Town Attorney

**From:** Libby Shelton, Deputy Town Attorney

**Date:** November 3, 2021

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Resolution No. 2021-140: Relating to the Legal Department; approving and authorizing the Town Manager to execute the One Arizona Distribution of Opioid Settlement Funds Agreement and related settlement agreements (Libby Shelton)

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### Discussion:

Following an Executive Session on December 15, 2020, the Council authorized the Town Manager to sign the One Arizona Opioid Settlement Memorandum of Understanding (MOU) which provided a framework for distributing opioid settlement funds to state and local governments by employing formulas and data collected regarding opioid use disorder, opioid overdose deaths, and the amount and potency of opioids shipped to each community. By signing the MOU, the Town agreed to the proposed distribution mechanism to receive its share of the opioid settlement funds. All the counties and 90 of 91 cities in Arizona signed on to the MOU.

There have now been settlements reached with three opioid distributors: McKesson; AmerisourceBergen; and Cardinal (the "Distributors Settlement"). The second settlement is with opioid manufacturer Johnson & Johnson (the "J&J Settlement"). The Attorney General's Office, on behalf of the State, has formally indicated the State of Arizona's conditional approval for both the Distributors Settlement and the J&J Settlement. The next phase for both settlements consists of subdivision sign-on. If enough subdivisions participate in Arizona and across the nation (called "critical mass") then both settlements will be finalized.

If the settlements are finalized, Arizona will receive up to \$549 million from the settlements, with the monies to be used for opioid treatment, prevention, and

education. By signing the One Arizona Distribution of Settlement Funds Agreement (the "Agreement"), the Town is bound to the distribution agreement and Arizona can participate in the national settlements. The Agreement provides for:

- A 44/56 split between the state and local governments;
- Requirements that the money be used combat the opioid agreement and that basic reciprocal reports be made;
- Allocations of settlement funds based on data; and
- Local government use of settlement resources for constituents without state authorization of local government spending.

The Agreement added additional terms different from the MOU as follows:

- The national settlement administrator for each settlement can send funds to the state and subdivisions directly;
- If the federal government claims some of the settlement funds under federal law, the claimed funds will come from the total settlement funds before allocation to the state and subdivisions;
- A parity provision related to the Purdue bankruptcy matter;
- Clarification that only governments that sign on to the settlement will receive money; and
- Clarification of mechanisms for any subdivision's outside counsel to receive their fees.

By adopting the Resolution, the Town Manager is authorized to sign the Agreement, as well as the Distributors Settlement agreement and the J&J Settlement agreement.

#### **Financial Impact:**

Fiscal Year: 2021-2022

Budgeted Y/N: N

Amount: N/A

Currently, the amount to be distributed has not been included in the Town's budget. Upon distribution at a future time, staff will allocate budget appropriation and make use of the funding as per the settlement agreement.

The maximum amount that may be distributed to the Town would be approximately \$1.2 million. However, the final amount to be distributed is subject to a number of factors including payments of counsel and litigation expenses and claims by the federal government.

#### **Staff Recommendation:**

Staff recommends approval of the agreement.

#### **Suggested Motion:**

I move to adopt Resolution No. 2021-140 approving and authorizing the Town Manager to execute the One Arizona Distribution of Opioid Settlement Funds Agreement and related settlement agreements.

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**Attachments**

Resolution No. 2021-140

Exhibit A - Settlement Agreement

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## MARANA RESOLUTION NO. 2021-140

RELATING TO THE LEGAL DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT AND RELATED SETTLEMENT AGREEMENTS

WHEREAS the opioid epidemic has had a devastating impact on communities across the country including the Town of Marana; and

WHEREAS state and local governments across the country have filed lawsuits against the manufacturers and distributors of opioids due to the impacts of the opioid epidemic; and

WHEREAS the proceeds from settlements of these lawsuits are distributed to the states, and then within the state, the proceeds are distributed to state and local governments; and

WHEREAS on December 15, 2020, the Town Council authorized the Town Manager to sign the One Arizona Opioid Settlement Memorandum of Understanding ("MOU") which provides a framework for distributing opioid settlement funds to the state and local governments by employing formulas and data collected regarding opioid use disorder, opioid overdose deaths, and the amount and potency of opioids shipped to each community; and

WHEREAS the State of Arizona, all fifteen counties and 90 of 91 cities, have agreed to the MOU; and

WHEREAS settlements have been reached with three opioid distributors: McKesson; Amerisource Bergen; and Cardinal (the "Distributors Settlement") and one opioid manufacturer, Johnson & Johnson (the "J&J Settlement") and the Arizona Attorney General has formally indicated Arizona's conditional approval for the settlements; and

WHEREAS the One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") is a binding distribution agreement for the settlement funds and the Town must also sign the Distributors Settlement agreement and the J&J Settlement agreement to receive funds; and

WHEREAS the Town Council finds that it is in the best interests of the community to execute the Agreement, the Distributors Settlement agreement, and the J&J Settlement agreement so that the Town of Marana can receive its share of the opioid settlement funds and be able to use those funds to address the opioid epidemic in the community.

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

SECTION 1. The One Arizona Distribution of Opioid Settlement Funds Agreement, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Town Manager is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town Manager is further authorized and directed to execute the Distributors Settlement agreement and the J&J Settlement agreement upon receipt by the Town of those documents and when the Town Attorney or designee has reviewed and approved the documents as to form and substance.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the Agreement, the Distributors Settlement agreement, and the J&J Settlement agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of November, 2021.

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Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Jane Fairall, Town Attorney

## ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

### General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement (“Agreement”) to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

### A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Contingency Fee Fund” shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.<sup>1</sup>
3. “J&J” shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

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<sup>1</sup> Text of both settlements available at <https://nationalopioidsettlement.com>.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.
6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).
7. "Parties" shall mean the State and the Participating Local Governments.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.
11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.
12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

#### **B. Intrastate Regions**

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.
4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

#### **C. Allocation of Settlement Proceeds**

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").<sup>2</sup>
2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

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<sup>2</sup> This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.
9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.
10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

#### **D. Participation of Cities and Towns**

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.<sup>3</sup>
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

#### **E. Payment of Counsel and Litigation Expenses**

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.
2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.<sup>4</sup>

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<sup>3</sup> Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

<sup>4</sup> This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.<sup>5</sup> In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").
4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.
5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").
6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.
7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

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<sup>5</sup> The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.<sup>6</sup> The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.<sup>7</sup> For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

#### **F. Compliance Reporting and Accountability**

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.
5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

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<sup>6</sup> Text of settlement available at <https://nationalopioidsettlement.com>.

<sup>7</sup> Text of settlement available at <https://nationalopioidsettlement.com>.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

#### **G. Settlement Negotiations**

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

#### **H. Amendments**

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ARIZONA ATTORNEY GENERAL

\_\_\_\_\_  
Mark Brnovich

**APACHE COUNTY**

APACHE COUNTY

EAGER TOWN

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

SPRINGERVILLE TOWN

ST JOHNS CITY

\_\_\_\_\_  
By: \_\_\_\_\_

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By: \_\_\_\_\_

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**COCHISE COUNTY**

COCHISE COUNTY

BENSON CITY

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By: \_\_\_\_\_

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By: \_\_\_\_\_

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BISBEE CITY

DOUGLAS CITY

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HUACHUCA CITY TOWN

SIERRA VISTA CITY

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By: \_\_\_\_\_

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TOMBSTONE CITY

WILLCOX CITY

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**COCONINO COUNTY**

COCONINO COUNTY

FLAGSTAFF CITY

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FREDONIA TOWN

PAGE CITY

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SEDONA CITY

TUSAYAN TOWN

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WILLIAMS CITY

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**GILA COUNTY**

GILA COUNTY

GLOBE CITY

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HAYDEN CITY

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PAYSON TOWN

STAR VALLEY TOWN

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WINKELMAN TOWN

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**GRAHAM COUNTY**

GRAHAM COUNTY

PIMA TOWN

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SAFFORD CITY

THATCHER TOWN

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**GREENLEE COUNTY**

GREENLEE COUNTY

CLIFTON TOWN

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DUNCAN TOWN

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**LA PAZ COUNTY**

LA PAZ COUNTY

PARKER TOWN

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QUARTZITE TOWN

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**MARICOPA COUNTY**

MARICOPA COUNTY

APACHE JUNCTION CITY

By: \_\_\_\_\_

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AVONDALE CITY

BUCKEYE TOWN

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CAREFREE TOWN

CAVE CREEK TOWN

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CHANDLER CITY

EL MIRAGE CITY

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FOUNTAIN HILLS TOWN

GILA BEND TOWN

By: \_\_\_\_\_

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**MARICOPA COUNTY**

GILBERT TOWN

GLENDALE CITY

By: \_\_\_\_\_

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GOODYEAR CITY

GUADALUPE TOWN

By: \_\_\_\_\_

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LITCHFIELD PARK CITY

MESA CITY

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PARADISE VALLEY TOWN

PEORIA CITY

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PHOENIX CITY

QUEEN CREEK TOWN

By: \_\_\_\_\_

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**MARICOPA COUNTY**

SCOTTSDALE CITY

SURPRISE CITY

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TEMPE CITY

TOLLESON CITY

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WICKENBURG TOWN

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**MOHAVE COUNTY**

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BULLHEAD CITY

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COLORADO CITY TOWN

KINGMAN CITY

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LAKE HAVASU CITY

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**NAVAJO COUNTY**

NAVAJO COUNTY

HOLBROOK CITY

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PINETOP-LAKESIDE TOWN

SHOW LOW CITY

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SNOWFLAKE TOWN

TAYLOR TOWN

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WINSLOW CITY

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**PIMA COUNTY**

PIMA COUNTY

MARANA TOWN

By: \_\_\_\_\_

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ORO VALLEY TOWN

SAHUARITA TOWN

By: \_\_\_\_\_

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SOUTH TUCSON CITY

TUCSON CITY

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**PINAL COUNTY**

PINAL COUNTY

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CASA GRANDE CITY

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COOLIDGE CITY

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ELOY CITY

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FLORENCE TOWN

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KEARNY TOWN

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MAMMOTH TOWN

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MARICOPA CITY

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SUPERIOR TOWN

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Its: \_\_\_\_\_

**SANTA CRUZ COUNTY**

SANTA CRUZ COUNTY

NOGALES CITY

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PATAGONIA TOWN

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**YAVAPAI COUNTY**

YAVAPAI COUNTY

CAMP VERDE TOWN

By: \_\_\_\_\_

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CHINO VALLEY TOWN

CLARKDALE TOWN

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COTTONWOOD CITY

DEWEY-HUMBOLDT TOWN

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JEROME TOWN

PRESCOTT CITY

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PRESCOTT VALLEY TOWN

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**YUMA COUNTY**

YUMA COUNTY

SAN LUIS CITY

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SOMERTON CITY

WELLTON TOWN

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YUMA CITY

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# Exhibit A

## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

|                      |
|----------------------|
| PART TWO: PREVENTION |
|----------------------|

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

**I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

# Exhibit B

| <b>Exhibit B</b>                                     |                               |
|------------------------------------------------------|-------------------------------|
| <b><u>Allocation to Arizona Counties/Regions</u></b> |                               |
| <b>County/Region</b>                                 | <b>Percentage of LG Share</b> |
| APACHE                                               | 0.690%                        |
| COCHISE                                              | 1.855%                        |
| COCONINO                                             | 1.688%                        |
| GILA                                                 | 1.142%                        |
| GRAHAM                                               | 0.719%                        |
| GREENLEE                                             | 0.090%                        |
| LA PAZ                                               | 0.301%                        |
| MARICOPA                                             | 57.930%                       |
| MOHAVE                                               | 4.898%                        |
| NAVAJO                                               | 1.535%                        |
| PIMA                                                 | 18.647%                       |
| PINAL                                                | 3.836%                        |
| SANTA CRUZ                                           | 0.370%                        |
| YAVAPAI                                              | 4.291%                        |
| YUMA                                                 | 2.008%                        |

# Exhibit C

| Exhibit C          |                 |            |                 |               |                                                       |
|--------------------|-----------------|------------|-----------------|---------------|-------------------------------------------------------|
| Government Name    | County Name     | State Name | Government Type | Census ID     | Intra-county Allocation (%)<br>Based on Past Spending |
| APACHE COUNTY      |                 |            |                 |               |                                                       |
| APACHE COUNTY      | Apache County   | ARIZONA    | County          | 3100100100000 | 56.63%                                                |
| EAGAR TOWN         | Apache County   | ARIZONA    | City            | 3200100100000 | 20.66%                                                |
| SPRINGERVILLE TOWN | Apache County   | ARIZONA    | City            | 3200100300000 | 10.73%                                                |
| ST JOHNS CITY      | Apache County   | ARIZONA    | City            | 3200100200000 | 11.98%                                                |
| COCHISE COUNTY     |                 |            |                 |               |                                                       |
| COCHISE COUNTY     | Cochise County  | ARIZONA    | County          | 3100200200000 | 63.47%                                                |
| BENSON CITY        | Cochise County  | ARIZONA    | City            | 3200200100000 | 3.52%                                                 |
| BISBEE CITY        | Cochise County  | ARIZONA    | City            | 3200200200000 | 3.47%                                                 |
| DOUGLAS CITY       | Cochise County  | ARIZONA    | City            | 3200200300000 | 8.44%                                                 |
| HUACHUCA CITY TOWN | Cochise County  | ARIZONA    | City            | 3200250100000 | 0.91%                                                 |
| SIERRA VISTA CITY  | Cochise County  | ARIZONA    | City            | 3200200400000 | 16.63%                                                |
| TOMBSTONE CITY     | Cochise County  | ARIZONA    | City            | 3200200500000 | 1.16%                                                 |
| WILLCOX CITY       | Cochise County  | ARIZONA    | City            | 3200200600000 | 2.39%                                                 |
| COCONINO COUNTY    |                 |            |                 |               |                                                       |
| COCONINO COUNTY    | Coconino County | ARIZONA    | County          | 3100300300000 | 71.16%                                                |
| FLAGSTAFF CITY     | Coconino County | ARIZONA    | City            | 3200300100000 | 18.45%                                                |
| FREDONIA TOWN      | Coconino County | ARIZONA    | City            | 3200300300000 | 0.31%                                                 |
| PAGE CITY          | Coconino County | ARIZONA    | City            | 3200390100000 | 3.41%                                                 |
| SEDONA CITY        | Coconino County | ARIZONA    | City            | 3201340200000 | 4.09%                                                 |
| TUSAYAN TOWN       | Coconino County | ARIZONA    | City            | 3200310100000 | 0.67%                                                 |
| WILLIAMS CITY      | Coconino County | ARIZONA    | City            | 3200300200000 | 1.92%                                                 |
| GILA COUNTY        |                 |            |                 |               |                                                       |
| GILA COUNTY        | Gila County     | ARIZONA    | County          | 3100400400000 | 68.13%                                                |
| GLOBE CITY         | Gila County     | ARIZONA    | City            | 3200400100000 | 10.23%                                                |

|                        |                 |         |        |               |        |
|------------------------|-----------------|---------|--------|---------------|--------|
| HAYDEN TOWN            | Gila County     | ARIZONA | City   | 3200450100000 | 2.31%  |
| MIAMI TOWN             | Gila County     | ARIZONA | City   | 3200400200000 | 2.71%  |
| PAYSON TOWN            | Gila County     | ARIZONA | City   | 3200490100000 | 16.17% |
| STAR VALLEY TOWN       | Gila County     | ARIZONA | City   | 3200410100000 | 0.35%  |
| WINKELMAN TOWN         | Gila County     | ARIZONA | City   | 3200400300000 | 0.10%  |
| <b>GRAHAM COUNTY</b>   |                 |         |        |               |        |
| GRAHAM COUNTY          | Graham County   | ARIZONA | County | 3100500500000 | 62.26% |
| PIMA TOWN              | Graham County   | ARIZONA | City   | 3200500100000 | 2.22%  |
| SAFFORD CITY           | Graham County   | ARIZONA | City   | 3200500200000 | 26.83% |
| THATCHER TOWN          | Graham County   | ARIZONA | City   | 3200500300000 | 8.68%  |
| <b>GREENLEE COUNTY</b> |                 |         |        |               |        |
| GREENLEE COUNTY        | Greenlee County | ARIZONA | County | 3100600600000 | 88.29% |
| CLIFTON TOWN           | Greenlee County | ARIZONA | City   | 3200600100000 | 11.43% |
| DUNCAN TOWN            | Greenlee County | ARIZONA | City   | 3200600200000 | 0.28%  |
| <b>LA PAZ COUNTY</b>   |                 |         |        |               |        |
| LA PAZ COUNTY          | La Paz County   | ARIZONA | County | 3101501500000 | 88.71% |
| PARKER TOWN            | La Paz County   | ARIZONA | City   | 3201560100000 | 5.19%  |
| QUARTZSITE TOWN        | La Paz County   | ARIZONA | City   | 3201540100000 | 6.11%  |
| <b>MARICOPA COUNTY</b> |                 |         |        |               |        |
| MARICOPA COUNTY        | Maricopa County | ARIZONA | County | 3100700700000 | 51.53% |
| APACHE JUNCTION CITY   | Maricopa County | ARIZONA | City   | 3201160100000 | 0.38%  |
| AVONDALE CITY          | Maricopa County | ARIZONA | City   | 3200700100000 | 0.98%  |
| BUCKEYE TOWN           | Maricopa County | ARIZONA | City   | 3200700200000 | 0.46%  |
| CAREFREE TOWN          | Maricopa County | ARIZONA | City   | 3200740100000 | 0.04%  |
| CAVE CREEK TOWN        | Maricopa County | ARIZONA | City   | 3200740200000 | 0.06%  |
| CHANDLER CITY          | Maricopa County | ARIZONA | City   | 3200700300000 | 2.86%  |
| EL MIRAGE CITY         | Maricopa County | ARIZONA | City   | 3200700400000 | 0.39%  |
| FOUNTAIN HILLS TOWN    | Maricopa County | ARIZONA | City   | 3200740400000 | 0.17%  |
| GILA BEND TOWN         | Maricopa County | ARIZONA | City   | 3200770100000 | 0.03%  |

|                       |                 |         |        |               |        |
|-----------------------|-----------------|---------|--------|---------------|--------|
| GILBERT TOWN          | Maricopa County | ARIZONA | City   | 3200700500000 | 1.71%  |
| GLENDAL CITY          | Maricopa County | ARIZONA | City   | 3200700600000 | 2.63%  |
| GOODYEAR CITY         | Maricopa County | ARIZONA | City   | 3200700700000 | 0.76%  |
| GUADALUPE TOWN        | Maricopa County | ARIZONA | City   | 3200790100000 | 0.00%  |
| LITCHFIELD PARK CITY  | Maricopa County | ARIZONA | City   | 3200740300000 | 0.04%  |
| MESA CITY             | Maricopa County | ARIZONA | City   | 3200700800000 | 6.06%  |
| PARADISE VALLEY TOWN  | Maricopa County | ARIZONA | City   | 3200750100000 | 0.34%  |
| PEORIA CITY           | Maricopa County | ARIZONA | City   | 3200700900000 | 1.51%  |
| PHOENIX CITY          | Maricopa County | ARIZONA | City   | 3200701000000 | 21.28% |
| QUEEN CREEK TOWN      | Maricopa County | ARIZONA | City   | 3200740500000 | 0.11%  |
| SCOTTSDALE CITY       | Maricopa County | ARIZONA | City   | 3200701100000 | 3.99%  |
| SURPRISE CITY         | Maricopa County | ARIZONA | City   | 3200750200000 | 0.98%  |
| TEMPE CITY            | Maricopa County | ARIZONA | City   | 3200701200000 | 3.27%  |
| TOLLESON CITY         | Maricopa County | ARIZONA | City   | 3200701300000 | 0.27%  |
| WICKENBURG TOWN       | Maricopa County | ARIZONA | City   | 3200701400000 | 0.10%  |
| YOUNGTOWN TOWN        | Maricopa County | ARIZONA | City   | 3200750300000 | 0.05%  |
| MOHAVE COUNTY         |                 |         |        |               |        |
| MOHAVE COUNTY         | Mohave County   | ARIZONA | County | 3100800800000 | 62.51% |
| BULLHEAD CITY CITY    | Mohave County   | ARIZONA | City   | 3200840100000 | 13.10% |
| COLORADO CITY TOWN    | Mohave County   | ARIZONA | City   | 3200840200000 | 0.61%  |
| KINGMAN CITY          | Mohave County   | ARIZONA | City   | 3200800100000 | 9.91%  |
| LAKE HAVASU CITY CITY | Mohave County   | ARIZONA | City   | 3200860100000 | 13.87% |
| NAVAJO COUNTY         |                 |         |        |               |        |
| NAVAJO COUNTY         | Navajo County   | ARIZONA | County | 3100900900000 | 70.29% |
| HOLBROOK CITY         | Navajo County   | ARIZONA | City   | 3200900100000 | 3.75%  |
| PINETOP-LAKESIDE TOWN | Navajo County   | ARIZONA | City   | 3200940100000 | 4.75%  |
| SHOW LOW CITY         | Navajo County   | ARIZONA | City   | 3200900200000 | 9.39%  |
| SNOWFLAKE TOWN        | Navajo County   | ARIZONA | City   | 3200900300000 | 2.94%  |
| TAYLOR TOWN           | Navajo County   | ARIZONA | City   | 3200980100000 | 2.68%  |

|                          |                   |         |        |               |        |
|--------------------------|-------------------|---------|--------|---------------|--------|
| WINSLOW CITY             | Navajo County     | ARIZONA | City   | 3200900400000 | 6.19%  |
| <b>PIMA COUNTY</b>       |                   |         |        |               |        |
| PIMA COUNTY              | Pima County       | ARIZONA | County | 3101001000000 | 72.19% |
| MARANA TOWN              | Pima County       | ARIZONA | City   | 3201090200000 | 2.06%  |
| ORO VALLEY TOWN          | Pima County       | ARIZONA | City   | 3201090100000 | 1.72%  |
| SAHUARITA TOWN           | Pima County       | ARIZONA | City   | 3201020100000 | 0.81%  |
| SOUTH TUCSON CITY        | Pima County       | ARIZONA | City   | 3201000100000 | 0.31%  |
| TUCSON CITY              | Pima County       | ARIZONA | City   | 3201000200000 | 22.91% |
| <b>PINAL COUNTY</b>      |                   |         |        |               |        |
| PINAL COUNTY             | Pinal County      | ARIZONA | County | 3101101100000 | 53.01% |
| CASA GRANDE CITY         | Pinal County      | ARIZONA | City   | 3201100100000 | 5.54%  |
| COOLIDGE CITY            | Pinal County      | ARIZONA | City   | 3201100200000 | 1.68%  |
| ELOY CITY                | Pinal County      | ARIZONA | City   | 3201100300000 | 34.98% |
| FLORENCE TOWN            | Pinal County      | ARIZONA | City   | 3201100400000 | 1.19%  |
| KEARNY TOWN              | Pinal County      | ARIZONA | City   | 3201150100000 | 0.28%  |
| MAMMOTH TOWN             | Pinal County      | ARIZONA | City   | 3201150200000 | 0.16%  |
| MARICOPA CITY            | Pinal County      | ARIZONA | City   | 3201110100000 | 2.73%  |
| SUPERIOR TOWN            | Pinal County      | ARIZONA | City   | 3201190100000 | 0.44%  |
| <b>SANTA CRUZ COUNTY</b> |                   |         |        |               |        |
| SANTA CRUZ COUNTY        | Santa Cruz County | ARIZONA | County | 3101201200000 | 76.78% |
| NOGALES CITY             | Santa Cruz County | ARIZONA | City   | 3201200100000 | 22.55% |
| PATAGONIA TOWN           | Santa Cruz County | ARIZONA | City   | 3201200200000 | 0.67%  |
| <b>YAVAPAI COUNTY</b>    |                   |         |        |               |        |
| YAVAPAI COUNTY           | Yavapai County    | ARIZONA | County | 3101301300000 | 69.31% |
| CAMP VERDE TOWN          | Yavapai County    | ARIZONA | City   | 3201340100000 | 0.97%  |
| CHINO VALLEY TOWN        | Yavapai County    | ARIZONA | City   | 3201380100000 | 0.68%  |
| CLARKDALE TOWN           | Yavapai County    | ARIZONA | City   | 3201350100000 | 0.72%  |
| COTTONWOOD CITY          | Yavapai County    | ARIZONA | City   | 3201350200000 | 4.89%  |

|                      |                |         |        |               |        |
|----------------------|----------------|---------|--------|---------------|--------|
| DEWEY-HUMBOLDT TOWN  | Yavapai County | ARIZONA | City   | 3201310100000 | 1.54%  |
| JEROME TOWN          | Yavapai County | ARIZONA | City   | 3201300100000 | 0.03%  |
| PRESCOTT CITY        | Yavapai County | ARIZONA | City   | 3201300200000 | 13.79% |
| PRESCOTT VALLEY TOWN | Yavapai County | ARIZONA | City   | 3201360100000 | 8.09%  |
| YUMA COUNTY          |                |         |        |               |        |
| YUMA COUNTY          | Yuma County    | ARIZONA | County | 3101401400000 | 66.03% |
| SAN LUIS CITY        | Yuma County    | ARIZONA | City   | 3201460100000 | 4.80%  |
| SOMERTON CITY        | Yuma County    | ARIZONA | City   | 3201400200000 | 2.24%  |
| WELLTON TOWN         | Yuma County    | ARIZONA | City   | 3201480100000 | 0.61%  |
| YUMA CITY            | Yuma County    | ARIZONA | City   | 3201400300000 | 26.32% |

# Exhibit D

| <b>Exhibit D</b>                               |              |
|------------------------------------------------|--------------|
| <b>Percent<br/>Participation of<br/>Cities</b> | <b>Award</b> |
| 0                                              | 0%           |
| 5                                              | 2%           |
| 10                                             | 4%           |
| 15                                             | 6%           |
| 20                                             | 8%           |
| 25                                             | 10%          |
| 30                                             | 12%          |
| 35                                             | 14%          |
| 40                                             | 16%          |
| 45                                             | 18%          |
| 50                                             | 20%          |
| 55                                             | 22%          |
| 60                                             | 24%          |
| 65                                             | 26%          |
| 70                                             | 28%          |
| 75                                             | 30%          |
| 80                                             | 32%          |
| 85                                             | 34%          |
| 90                                             | 36%          |
| 95                                             | 38%          |
| 100                                            | 40%          |



## **Council-Regular Meeting**

C4

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**From:** David Udall, Associate Town Attorney

**Date:** November 3, 2021

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2021-141: Relating to Special Events; approving and authorizing the Mayor to sign a license agreement between the Town of Marana and the Marana Health Center, Inc. allowing the Marana Health Center to utilize certain properties owned by the Town for its 2021 Balloon Fest event (David L. Udall)

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### **Discussion:**

The Marana Health Center (MHC) will be holding its BalloonFest event on November 13, 2021. This event is expected to attract approximately 10,000 people to the MHC Healthcare Campus property located at 13395 N. Marana Main St., Marana, AZ 85653, and it will include multiple food and entertainment vendors, a car show, skydivers landing onto the property, emergency vehicle displays, fireworks, and eight to ten hot air balloons, including a tethered balloon for rides.

MHC has requested to use vacant, Town-owned properties surrounding the Healthcare Campus for event parking and balloon staging, as shown on the site plan submitted by MHC, a copy of which is attached to the license agreement accompanying this agenda item as Exhibit A. If approved, this item will authorize the Mayor to sign the attached license agreement allowing MHC to utilize the vacant properties subject to the terms of the agreement.

### **Staff Recommendation:**

Staff recommends approval of the license agreement between the Town of Marana and the Marana Health Center, Inc. allowing the Marana Health Center to utilize certain properties owned by the Town for its BalloonFest event.

**Suggested Motion:**

I move to adopt Resolution 2021-141, approving and authorizing the Mayor to sign a license agreement between the Town of Marana and the Marana Health Center, Inc. allowing the Marana Health Center to utilize certain properties owned by the Town for its 2021 Balloon Fest event.

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**Attachments**

Resolution No. 2021-141

Exhibit A - License Agreement

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## **MARANA RESOLUTION NO. 2021-141**

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RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA HEALTH CENTER, INC. ALLOWING THE MARANA HEALTH CENTER TO UTILIZE CERTAIN PROPERTIES OWNED BY THE TOWN FOR ITS 2021 BALLOONFEST EVENT

WHEREAS the Marana Health Center (MHC) will be holding its BalloonFest event on November 13, 2021 on properties owned by MHC; and

WHEREAS MHC has requested to utilize nearby vacant properties owned by the Town of Marana for event parking and balloon staging; and

WHEREAS the Mayor and Council find that approving a license agreement allowing MHC to utilize certain Town-owned properties for its 2021 BalloonFest event is in the best interests of the Town and its citizens.

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

SECTION 1. The license agreement between the Town of Marana and the Marana Health Center, Inc., in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to sign 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 license agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of November, 2021.

---

Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

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Cherry L. Lawson, Town Clerk

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Jane Fairall, Town Attorney

## **LICENSE AGREEMENT**

**CENTER:** Marana Health Center, Inc.  
13395 N. Marana Main Street  
Marana, AZ 85653

**TOWN:** Town of Marana  
11555 W. Civic Center Drive  
Marana, AZ 85653

THIS LICENSE AGREEMENT (this "Agreement"), is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MARANA HEALTH CENTER, INC., an Arizona corporation, (the "Center"), for the purpose of the Town allowing the Center to use Town property.

In consideration of the Center's performance of its obligations under this Agreement, the Town hereby gives permission to the Center to use a portion of the Town's Property (the "Property") as roughly outlined in blue on Exhibit A attached to and incorporated by this reference in this Agreement and described as follows:

***PTN W365.48' M/L E1341.19' M/L NW4 LYG N & ADJ RD 3.62 AC CMID 3.62 AC SEC 27-11-11 (Tax Parcel 217-37-0590)***

***PTN E550' W1047.30' NW4 LYG N & ADJ RD 12.76 AC CMID 12.76 AC SEC 27-11-11 (Tax Parcels 217-37-048F)***

***SLY CTRL PTN N2 NW4 2.96 AC CMID 2.96 AC SEC 27-11-11 (Tax Parcels 217-37-073C)***

***Portion of PTN E2 NW4 LYG E & ADJ RD 18.84 AC CMID 18.83 AC SEC 27-11-11 (Tax Parcel 217-37-067A)***

***Portions of CTRL PTN SE4 NW4 15.02 AC CMID 15.02 AC SEC 27-11-11 (Tax Parcel 217-37-060A)***

The Center may use all or any of the Property for the purpose of event parking and for balloon staging, as indicated on Exhibit A, for the Center's MHC Foundation BalloonFest event, beginning [Friday November 12, 2021].

The Town shall have the right to modify or revoke the Agreement at any time, all on the terms and conditions set forth below, which the Center agrees to comply with and abide by:

1. This Agreement shall be binding upon the Center, its heirs, assignees and designees, and every reference to the Center in this Agreement shall include and bind the Center's heirs, assignees and designees.
2. The Center covenants that it shall defend, indemnify and hold harmless the Town, its officers, agents and employees from any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries and liabilities whatsoever (including those for costs, expenses and attorneys' fees) to any person, persons or property arising out of either (1) the use of the Town's Property by the Center, or (2) the negligent acts or omissions of the Center.
3. The Center agrees to maintain general liability insurance for the term of this Agreement in minimum amounts of \$2,000,000.00 per occurrence. This insurance shall be kept in force throughout the life of this Agreement.
4. The Center agrees to not hinder Town's business during normal operating hours. Should the Center be required to use space which may impede the Town's business at any time, the Center will coordinate usage with Town's Public Works Department prior to use.
5. This Agreement shall terminate on [Sunday, November 14, 2021].
6. If the Center causes any damage to the Town's Property, the Center shall promptly make and pay for the repairs necessary to restore the Property to its pre-damaged condition.
7. The Center shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana.
8. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
9. During the term of this Agreement, the Center agrees to use the Property only for the purposes and event listed above. At all times during the term of this Agreement, the Center agrees to use the Property in keeping with best safety practices. Under no circumstances may the Center (a) use or permit the use of the Property for any purpose other than the purposes described in this Agreement, (b) cause or permit waste of the Property or (c) adversely affect the Town's title and rights to the Property, including any water rights or any other rights owned or claimed by the Town.

10. At the end of each day of its use of the Property, the Center agrees that it will pick up and properly dispose of all trash and debris deposited on the Property as a result of the Center's activities.
11. At the Center's request, a member of the Town's Public Works Department will be available on the date of event, or sooner, if the Center determines a pre-walkthrough inspection of the parking areas or balloon staging area is warranted.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the last signature date below.

|                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>THE CENTER:</b></p><br><p>MARANA HEALTH CENTER, INC.,<br/>an Arizona corporation</p><br><p>By: <u><i>Clinton Kuntz</i></u><br/>Dr. Clinton Kuntz, CEO -<br/><i>Tamir Olson CFO</i></p> <p>Date: <u><i>10/14/21</i></u></p> | <p><b>THE TOWN:</b></p><br><p>TOWN OF MARANA, an Arizona municipal corporation</p><br><p>By: _____<br/>Ed Honea, Mayor</p> <p>Date: _____</p> <p>ATTEST:</p><br><p>_____<br/>Town Clerk</p> <p>APPROVED AS TO FORM:</p><br><p>_____<br/>Town Attorney</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

[Notary Page Follows]

STATE OF Arizona )

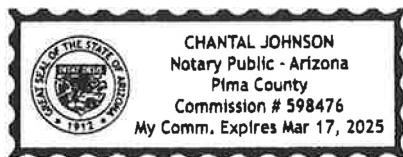
ss.

County of Pima )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of October, 2021 by ~~Dr. Clinton Kuntz, CEO~~ of MARANA HEALTH CENTER, INC., an Arizona corporation, on behalf of the corporation.

*Chantal Johnson, CFO*

(Seal)



*Chantal Johnson*  
Notary Public

## An aerial map of a parking area, likely a stadium or arena, with several yellow and red markers. The yellow markers are placed along the perimeter of the parking area, while the red markers are placed along the perimeter of a specific section. The map is oriented with North at the top. The text "Fifth Parking Area" is visible in the bottom right corner. The map is credited to "Google" in the bottom left corner.

- MHC BalloonFest Layouts for  
Saturday 11-13-2021 event**
-  = Fencing
-  = Event Light Tower Locations **24**
-  = Entry/Exit and I.D. Check Locations
-  = Generator Location
-  = Portable Toilet Locations **24+b**
-  = Parking Lot Locations and parking layout. **ID ATTENDANCES**
- NOTED** = Handicap Locations
- NOTED** = Staff Parking
- 22A** = Stage Location
- ~~NOTED~~ = Food Truck Locations
- ~~NOTED~~ = Classic Car Locations
- ~~NOTED~~ = First Responder Display
- 22B** = WRITE THISING TENT
- Event Field to be used by:
- Marana SkyDive Event Location
  - Hot Air Balloons
  - Fireworks
- NOTE:** Each event occurs consecutively and none shall be present while the others are occurring.



## **Council-Regular Meeting**

C5

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**Submitted For:** Mo El-Ali, Public Works Director

**From:** Dan Grossman, CIP Process Analyst

**Date:** November 3, 2021

**Strategic Plan Focus Area:**  
Not Applicable

**Subject:** Relating to Procurement; approving an increase in budgeted expense authority of up to \$100,000 of HURF fund (Fund # 2060), for the Hartman Road Rehabilitation project; authorizing the transfer of appropriations, if necessary, for the increase in project budget; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the increase in budgeted expense authority. (Mo El-Ali)

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### **Discussion:**

Marana Town Code Section 3-4-7 provides generally that the Town Council approves purchases through the inclusion of the purchase in the Town's adopted budget.

However, per section 3-4-7(B)(2), separate Town Council approval is necessary where the purchase exceeds \$50,000 and funds for the purchase are not provided in the budget as adopted.

The budget for fiscal year 2021-2022 was adopted on June 15, 2021. The Hartman Road Rehabilitation project was not included within the Town of Marana's FY2022 Capital Improvement Plan.

The Town of Marana has received a request from Pima County to participate in the rehabilitation of Hartman Road. This project consists of milling the existing roadway asphaltic surface and overlaying the road with new asphalt. Pima County and the Town of Marana each own separate portions of the right of way on Hartman Road. Pima County has requested that the Town participate in their project to rehabilitate the road so that a continuous rehabilitation of the roadway surface is achieved within the project

boundaries. The estimated cost of construction for this project is \$70,000. As per our existing IGA with Pima County, the town will pay Pima County 20% of the cost of the project for construction management services. An additional \$16,000 is being requested to fund any unforeseen expenses that may occur, for a total estimated project cost of \$100,000.

**Financial Impact:**

Fiscal Year: 2022

Budgeted No

Y/N:

Amount: \$100,000.00

This is an increase in budgeted expense authority of up to \$100,000, from within the HURF fund (Fund 2060) to the Hartman Rd Rehabilitation project. A budget adjustment will be transferred from the Restricted line item.

**Staff Recommendation:**

Staff recommends the described addition of expenditure authority for the Hartman Road Rehabilitation project.

**Suggested Motion:**

I move to approve the increase in budgeted expense authority of up to \$100,000 from the HURF fund (Fund #2060) for the Hartman Road Rehabilitation project and authorize the Town Manager or designee to execute the necessary documents to effectuate the increase in budgeted expense authority and the transfer of appropriations, if necessary, for the increase in project budget.

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**Attachments**

*No file(s) attached.*

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**Council-Regular Meeting**

C6

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**From:** Cherry L. Lawson, Town Clerk

**Date:** November 3, 2021

**Subject:** Approval of the Regular Council Meeting Summary Minutes of October 19, 2021 (Cherry L. Lawson)

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**Attachments**

Regular Council Meeting Summary Minutes, 10/19/2021

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## MARANA TOWN COUNCIL

### REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653  
Council Chambers, October 19, 2021, at or after 6:00 PM

Ed Honea, Mayor  
Jon Post, Vice Mayor  
Patti Comerford, Council Member  
Jackie Craig, Council Member  
Herb Kai, Council Member  
John Officer, Council Member  
Roxanne Ziegler, Council Member

### SUMMARY MINUTES

#### CALL TO ORDER AND ROLL CALL

**Mayor Honea** called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Mayor Honea, Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai (Excused).**

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

#### APPROVAL OF AGENDA

*Vice Mayor Post moved and Council Member Officer second the motion approving the agenda as presented. Motion passes, 6-0.*

#### CALL TO THE PUBLIC

#### PROCLAMATIONS

**PR1** Proclamation recognizing October 17 - 23, 2021 as, "Arizona Cities & Towns Week" (Cherry L. Lawson)

## **MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS**

**Council Member Comerford** reported that the Fall Festival was a wonderful event. She gave kudos to the Town staff that put on the event.

**Council Member Ziegler** commented on the Fall Festival.

**Mayor Honea** commented on the Fall Festival stating it was a great event and well attended by the community. He and **Mr. Rozema** toured the community and stated housing developments are occurring around the town. They toured the Hartman project where there is about 700 homes being built. He also commented on the new businesses that have opened or due to open in the Marana community.

## **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

**Town Manager Terry Rozema** reported on the following:

- The November 2, 2021 Council Meeting is canceled due to it falling on Elections Day, and is rescheduled for Wednesday, November 3 at 6pm.
- Development Services Department issued 83 single family residential permits for the month of October 2021. In September, we issued 82 permits.
- Community Conversations relative to the discussion on water, the Town has scheduled four of those sessions, starting on October 26 at the Highlands at Dove Mountain. We have one scheduled on November 4 at Coyote Trails Elementary, and a third meeting will be held on November 9 in the Marana Police Department Community Room, all starting at 6 p.m. The fourth meeting will occur on November 30 at the Sunflower Community Center, the meeting time is yet to be determined. However, it is likely to start in the early afternoon
- Ribbon cutting for the CAP Trailhead on Saturday, October 30 that will coincide with another event to kick off the opening of the trailhead. The Mad-Cap Trail Race is a bike and trail run.
- The Fall Heritage Festival was well attended with 5,000 to 7,000 in attendance on Saturday. There were lessons to be learned ahead for next year event. He commended staff for a phenomenal job.

## **PRESENTATIONS**

## **CONSENT AGENDA**

**C1** Relating to Procurement; approving an increase in budgeted expense authority of up to \$80,000 of Downtown Reinvestment funds (Fund # 3025), for the Marana Road

Realignment Project (ST044); authorizing the transfer of appropriations, if necessary, for the change in project budget; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the increase in budgeted expense authority. (Mo El-Ali)

**C2**     Resolution No. 2021-137: Relating to Development; approving a final plat for Gladden Farms Block 37 Lots 1 - 212 & Common Areas "A" & "B", located south of West Mike Etter Boulevard, east of Midfield Road, and west of Clark Farms Boulevard (Anita McNamara)

**C3**     Approval of the Regular Council Meeting Summary Minutes of October 5, 2021 (Cherry L. Lawson)

*Council Member Ziegler moved and Vice Mayor Post second the motion approving the Consent Agenda as presented. Motion passes, 6-0.*

## **LIQUOR LICENSES**

**L1**     Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Location/Owner Transfer of a Series #009 Liquor Store liquor license submitted by Gina Moninder Gill on behalf of Marana Chevron, located at 13960 N Sandario Rd, Marana, AZ 85653 (Cherry L. Lawson)

**Town Clerk Cherry Lawson** provided an overview of the application request for a Liquor License and stated Town staff recommends that an order recommending approval be submitted to the DLLC for the requested liquor license application.

*Vice Mayor Post moved and Council Member Ziegler second the motion to adopt and submit to the DLLC an order recommending approval of an application for a Location/Owner Transfer of a Series #009 Liquor Store, Liquor License submitted by Gina Moninder Gill on behalf of Marana Chevron located at 13960 N. Sandario Road, Marana, AZ 85653. Motion passes, 6-0.*

## **BOARDS, COMMISSIONS AND COMMITTEES**

### **COUNCIL ACTION**

### **ITEMS FOR DISCUSSION / POSSIBLE ACTION**

**D1**     PUBLIC HEARING: Ordinance No. 2021.022: Relating to Transaction Privilege Tax; amending the Town Tax Code by increasing the tax rate on certain activities by one-half cent for the design and construction, and fixtures, furniture and equipment, for a new Multi-generational Community Center and Aquatic Center and for other necessary

capital improvement projects; amending Sections 8-460 (Retail sales; measure of tax; burden of proof; exclusions) and 8-610 (Use tax: imposition of tax; presumption) of the Town Tax Code by adopting Local Option V of the Model City Tax Code establishing an alternate tax structure for certain sales/purchases; and designating an effective date (Yiannis Kalaitzidis)

**[6:09 PM Minutes:] Mayor Honea** open the public hearing to receive public testimony.

**Mr. Rozema** stated the Town has brought for your consideration of passing an ordinance to increase the sales tax, from two cents to two and a half cents, for the purpose of funding, constructing a multigenerational community center and aquatic center. This topic has been discussed now, thoroughly for the course of a year now dating back to December.

In December 2020, **Parks & Recreation Director Jim Conroy**, and his staff completed a 10-year Parks and Recreation Master Plan, and that plan was presented to the Council. It was later adopted, it was well received, not only by the Council, but by the entire Community. **Mr. Conroy** and his staff did a phenomenal job of soliciting feedback from our community, delivering presentations, as well as community outreach in bringing forward the Parks & Recreation Master Plan. Given that, the message the Town received was very loud and clear from our community. The community believe that Marana is underserved in particular areas related to indoor recreational facilities and aquatic centers.

That was something that not only we the staff recognized in reading that report and looking at the surveys and the information that was provided by this community, but it was something that the Council also recognized, acknowledged, and provided direction to staff of finding out what we could do to try and fast track a project of this nature.

So, we clearly had a very loud contingent if you will, or very prominent contingent of our community expressing their support for this. When you looked at the statistics for the entire town, over 77% of the population either rated this as a high priority or a medium priority. Those statistics vary depending on what part of the town we took in those surveys, but at the very lowest it was in the 71% and the very highest it was in the 85% for our community relative to the recreational facility.

With the Aquatic Center it was even higher, with numbers approaching 90% for certain areas of our community. This was information that we clearly heard from the community, as well as the discussions with this Council, and later direction given to Town staff to advance this project. Council directed Town staff to complete a site study.

**Mr. Rozema** continued stating the first direction that we received from Council was to go out and complete a site study. Council is familiar with the parameters that were

established for that and how we came to the site that we did select. I will, however, take just a few moments to highlight what those parameters.

He discussed how the site was selected stating it was a repeated question that was asked in the community about why the Town selected the site that was selected. Once we spent the time conveying to the community why the site location was selected, the community understood. He highlighted a couple of items as follows:

- The direction from Council was to find a site that was owned by the Town, that it needed to be in northern Marana, preferably on or near Marana Main, and those were the two primary factors. The other one was that we would not be in an area where we are competing with private sector business, and those were for a number of reasons. Additionally, the fact that we owned the property means we do not have to spend the millions of dollars to purchase 15 acres of land to locate the facility.
- Secondly, the Town does not have to spend a lot of money to develop the property, because the property that we are looking at is already site ready, shovel ready, and ready to go for construction.
- Number three, we looked at and talked about was the reality that we know these types of facilities spur economic development. It has been a desire for this town for this community to have a true downtown. This facility joining the other facilities that are already on Marana Main, we believe that that will in fact spur some additional economic development in the downtown area specifically on Marana Main. It is understandable that people wanted the facility closer to their home; however, Council provided parameters for Town staff to follow related to the location.

Also relevant to the discussion, this area is the very northern part of the residential area. As this community grows, the population and the additional growth in residences is going to be to the north, to Pinal County, and potentially even beyond. Eventually, the downtown area will be the center of our community. In June, Council unanimously selected as the location to place the facility at Marana Main and Bill Gaudette.

Three locations were presented that was one that was preferred by each member of the Council. At that point, it really boiled down to how we were going to pay for this facility. As we talked about not only with the Council, but also with our community, and with staff within the organization, trying to find monies available within the current funding sources that we have was impossible.

With the growth that we are experiencing in our community, the need to invest in personnel, the need to invest in infrastructure to ensure that we are providing great

services, and great amenities to our community, there just was not an amount of money that would allow us to be able to fund the facility without an additional funding source, or a new funding source. Town staff presented to Council during the June 22<sup>nd</sup> Meeting with the recommendation to fund this facility, and that was in the form of a half-cent sales tax increase.

He explained why the Town recommended a half-cent sales tax stating 1), the Town has some experience in utilizing a half cent sales tax for the purpose of funding significant capital improvement projects. We funded a significant portion of a highly used, utilized roadway at Twin Peaks, trail that goes from Dove Mountain down to I-10, and a portion of the overpass for that as well. We also funded a police headquarters, one that was badly needed for our Police Department and allowed our police personnel to continue to grow, and to provide excellent police services. That half-cent tax fully paid for the police facility. It is completely owned by the by the Town. With the experience that the Town has had in utilizing the half-cent sales tax, and we also talked about the reality that half cent sales tax has the smallest impact on the residents of our community.

We had a company that did a study that showed that as high as 65% of the sales tax that we collect in our community comes from people outside of the town of Marana, so that means as little as 35% of the burden of paying for the facility rest on the shoulders of the people of our community. Whether they are tourists or people passing through, or whether they are people just outside of our jurisdiction, they are still people that are using our services, our roads, our police services, and so on and so forth. Additionally, we had some good conversations, and provided some illustrations that were helpful to people in terms of getting in their mind what is the impact would be personally. We were able to provide examples to people that if you are somebody who spends \$5000 in retail in a given year, the impact to you personally is \$25 for the entire year. If you are somebody who spends a lot in retail, say 50,000 the impact to you is \$250. Once people were able to get their heads around what the actual impact was, that was also helpful in the conversations, discussions and emails.

Another reason that we settled, I think on the half cent sales taxes as a good option for us, is that it does not place Marana outside the norm with regard to municipal sales tax. Currently, our sales tax is at two percent (2%). The adjoining municipalities, have a higher sales tax rate than we do at two and a half and two-point six percent compared to our two percent. Going to two and a half percent, really puts Marana in line with where those other jurisdictions are. You know one of the things I heard from people who were upset about the idea of tax increase is, "well I'll go to this jurisdiction and shop, I'll go to that jurisdiction is shop, If you raise the tax;" and when I was able to explain to them, that you would be paying the same amount as you would be here, I think that that to kind of alleviated some of the angst, anxiety and concern from those who had that concern.

**Mr. Rozema** stated those are the highlights of discussion that were held with staff, Council and members of the Marana community. We had four scheduled presentations that were in various parts of the community. Each one of those, went very well. We also did a presentation to the Chamber of Commerce, and we did several impromptu presentations. As far as feedback, you know we have provided the feedback. The written feedback. We did a lot of outreach, not only with the presentations, between outreach via social media, we did outreach via our website and collected the written feedback from folks, and provided that to the Council.

In the presentations, the overwhelming number of people expressed support for the project. Some came into the meeting opposing it, but walked away supporting the project. So, I think details matter, facts matter, and as we were able to get to the facts, and the information out there, it did make a difference for the people of our community. There was one area that I heard repeatedly from people, both in private conversations and in the presentations. People expressed that they wanted the sales tax to sunset. That was something that they expressed to me and asked that I would enter and express that to the Council.

**Vice Mayor Post** stated we started this project, but it was not necessarily us that dreamed it up. It just came about through the various surveys that we did. Given that, we are doing what our community wants us to do, and needs us to do. That we should respect the wishes of our community as far as the sunset of this tax. He has received emails and had conversations with members of the community, and they would like for the Town to build the building, then cancel the tax. He is in favor of that.

**Council member Comerford** agreed with **Vice Mayor Post** stating Marana has a proven track record--we do what we say we are going to do. To leave it open ended would be something new for us, and she is not willing to do that at this point. She agrees with the community to sunset the tax.

**Council Member Ziegler** asked if we sunset the tax, do we have a procedure in place on how that is going to work? It was easier, or it was easy when we had the Police Department, and we identified what we were going to do. We identified the amount, we raised the tax, and we sunsetted it. She is not for the sunset; however, if that is what the rest of the Council wants, I will go with that. She commented on a process to go back to the community for other projects if the Town sunsets the sales tax. One of the things the community has discussed was having a performing arts building. If we sunset and wanted to build that, the Town would we have to go back and restart this process over again. She expressed concern over not having raised the tax someone is going to have to help here, the 2% has not been raised in how many years. She asked how many years has the two percent (2%) sales tax been in place.

**Mr. Rozema** replied stating it has been about three years since the PD facility was.

**Council Member Ziegler** No, but I mean prior to that. Prior to that, and again to me it was a temporary sunset. We went back to two other, prior that we've had a two percent sales tax for years, years and years and years. She expressed concern over sunsetting the sales tax and the impact to the community for future projects. We have short memories, and that is what she is afraid of. Right now, all I know is we are raising the tax a half-cent, which is what we all agreed on.

Then if we have to sunset, which is fine, but then we must go through another whole procedure, and we'll do our outreach again. Unless somebody tells me differently. So in five years from now or six years now we're going to do the whole procedure again, we're going to do the outreach again. I know I would say, "Not another tax increase," so, that's what my concern is. Why don't we not sunset it? Leave it at two point five, and going forward, nothing changes. We do the two point five, we pay off the Aquatic Center and the Rec Center. If you want to put that money, if you want to continue to take the five percent and put it over into whatever Yiannis counts, that's fine. At least you would not have to go through another three and a half months or four months of doing the same thing again, just to get the same result.

**Vice Mayor Post** commenting stating that is what makes Marana, Marana. Our citizens trust that we are going to let them know what we are going to do with our money. He does not believe that it is too much work to go back to the community if another project comes up in the future. He asked what is wrong with going out and getting the feedback from our residents and telling them what we need to do, and why we need to do it, and how important it is.

**Council Member Ziegler** replied stating it is not the issue of trust to me, but rather an issue of efficiency. **Vice Mayor Post** stated it is easy to spend money. **Council Member Ziegler** stated if you have lived in Marana longer than three years, or four years, we have a very good track record.

**Vice Mayor Post** commented stating if I'm just an ordinary resident, of the Town of Marana, I want to see that. I want to see our Town have these community meetings where they explain to us what they are going to do with the money, as well as why it is important that we raise the tax. That is true representation of our community, to do that.

**Council Member Ziegler** commented stating she understands **Vice Mayor Post** point of view. However, stated she does not know why we would still put that money to the side, and we would still be very transparent, and very truthful. Those funds would be set aside for future projects without having to repeat the process.

**Vice Mayor Post** stated like that children's story book, where it says you give a mouse a cookie, you know, it just keeps, you know, I mean, it's easy to spend money, you know.

**Council Member Ziegler** stated she would rather see it not sunset, as she commented on the police facility process. We went out, checked with your community set it at two-point five percent (2.5%) and we sunset it. She reiterated that she feels it is best to not sunset the sales tax, as it is a matter of efficiency of the process, not an issue of trust. Again, I suggest we would do community outreach as we do all the time. The only difference is it would be just more efficient and must do another three or four months of it.

**Council Member Craig** stated up to this point I had been in favor of not sunsetting the half-cent sales tax, because there are many big infrastructure projects that still need to be done after this is over. Like **Mr. Rozema** said, she has heard a lot of comments from the community that they want the sales tax to be sunset. I also know from working in my HOA that if there is money there you will find a way to spend it. If we have to go out and do this whole thing again, it would mean that it was a very important project to us. It is not quite the same thing as having money there that let's find a way to spend it. She is in favor of sunsetting the tax.

**Mayor Honea** stated we estimate about \$6M a year or more, as that amount may increase because Marana is growing at a rapid rate. Even if it averages seven over the life of the project, it is going to take six years to raise \$42 million. That does not include interest if we borrow some of the money on it. You know, have we come up with, I mean would it be eight years or whenever the project is paid for, or seven years. He asked how we would set the limit. With the PD we said four years or less, and it was paid off in 3 1/2.

**Mr. Rozema** replied stating we did have these discussions as we prepared this, and deferred to **Town Attorney Jane Fairall** to provide the language that was prepared and discussed.

**Town Attorney Jane Fairall** addressed the Council stating we prepared some language for your consideration:

- With the police facility, it said we would collect \$18 million. There was no time frame it just said \$18 million.
- Once we hit that, the Finance Director would notify Department of Revenue to stop collecting.
- We are suggesting at this point is that when the Town Engineer and the Finance Director determined that the Town has collected funds sufficient to complete the design and construction of the Multigenerational Community Center and Aquatic Center, including equipping it. The Finance Director shall notify the Arizona Department of Revenue to cease collection of the increase at the earliest opportunity in accordance with legal and administrative requirement then in effect.

- That last language is like what we did with the police facility. The Town would have to notify ADOR to stop collecting it.
- It would be a subsequent section that would say, if we continue to collect some more beyond that amount, it will be used for the facility. For other costs, operating costs or landscaping.
- The reason why we would include that is because there is a time lapse from when we tell ADOR to stop and when they stop. There is a little bit extra that gets collected, as it did happen with the Police Department facility.
- The Town put that right back into the Police Department facility for some extra things that needed to get done.

So that's what we are suggesting at this point. Of course, up to any further discussion of what type of language you'd want to see in there.

**Council Member Officer** stated he has talked with a lot of people, and the Fall Festival was a good example of the people that he saw. There were people from all the communities around us, that come and participate, and buy and go to school, and have the fun things going on, and it goes on in Marana. Those are the ones that will be affected with this. There have been other residents or seniors to ask whether the Council would sunset the sales tax, or maintain it. If the Council sunset it, we have the project, our history behind us, no matter who is on the Council, we can always talk about the Roads we built, the Police facility, Aquatics facility, the things that have been done when we go out and talk with the Community. Marana has been busy building up the community, and the people in the community are aware of the Town progress. If we continually do that, continually be able to build the Marana that everybody has learned to love and appreciate being a part of.

**Council Member Comerford** stated it is important to always involve the community, it is not just hearing from them and hearing what they want. It is also part of the education process, as there is a lot of bad information. Bad information that goes out to people, that Marana does not have a property tax. It is our opportunity to say this is what we have done in the past. It is our responsibility as a government to go out and let people know this is what we've done in the past. We have to let people know that they have a little bit of a say, a lot actually, in what the Town is going to do. She asked **Ms. Fairall** a question regarding the number, as she did not hear a number being provided. She stated that she wants an estimated number, because the amount was \$18M with the Police Department. That she really would like to see a number so that it gives everyone an idea that this really is going to sunset.

**Mr. Rozema** replied stating right now to put a number on it is difficult, because we are in the early stages of this, and we do not have an estimate of what the cost is going to be. We could certainly look at what other facilities have cost in other jurisdictions, but a lot

changed in the last year and a half two years. He thinks the language that **Ms. Fairall** provided was great including language that would require the Town to sunset at the point that the project is complete and accepted by the town.

**Vice Mayor Post** stated when we did the Police Station, we had a couple of lagging items that lingered as to the finishing up the full entire project. He is concerned about the language. That he wants to make sure that the Town build the building to completion. He wants to ensure that staff have the language appropriate to actually finish the project to its completion, maybe even take it out to, six months of operation or something to that effect, to where we are going to be prepared to operate this facility. He continued stating when something that comes along that was unforeseen and we were seeing that in almost every project that we do, something comes along unforeseen that costs the Town General Fund, you know multiple millions of dollars would be very difficult to absorb. I was wondering if we can picture the language addresses that.

**Mr. Rozema** stated the language that **Ms. Fairall** provided was well stated, and believe that it would cover that. He does not believe that there were additional cost resulting in delays with the construction of the police facility. It was just a matter of process and approvals from the Fire Department and things of that nature. The other thing to keep in mind is certainly that, once the Town notifies the Arizona Department of Revenue that we have accepted completion, and they can stop collecting the tax, it takes a while for that that machine to stop. He noted that after Marana collected the \$18M for the police facility, and Town staff notified ADOR that they can cease collecting the tax, that tax continued to be collected by a variety of businesses throughout our community.

**Finance Director Kalaitzidis** stated the amount was \$18.3M collected.

**Mr. Rozema** stated \$300,000 additional money was collected after we concluded and settled on the \$18M or achieved the \$18M. **Vice Mayor Post** stated he was fine if **Mr. Rozema** think the language would cover that.

**Deputy Town Manager Erik Montague** stated some of the uncertainty associated with the cost as mentioned by **Mr. Rozema**, one of the things that we would from an overall process is to anticipate that the delivery of this project will be through a Construction Manager at Risk process. At some point in the future we will have either one or more than one, what is called Guaranteed Maximum Price. The sum of either just the one, or multiple GMP's will give us a total cost of that project and that it should be known at that time. The amount is not known until we get those Guaranteed Maximum Prices as well as we anticipate to deliver this project, we are going to finance it. One thing that we might suggest is slightly modifying the language whereas **Ms. Fairall** just read that it basically completes the design and construction. What it might say to allow for the financing costs to be considered as part of the overall cost of the project as add and say design, construction and finance of the same facilities to give us a little bit more flexibility.

**Council Member Ziegler** stated for the last year and a half we have been given a presentation, several times regarding things, and I think Jackie talked about a few minutes ago, on things other than the Recreation Center and pool. The Town of Marana is going to need in the future roads, drainage, and the wastewater facility.

Marana is never sure on how much were going to get from HURF Funds to cover our roads. That was something that was presented to the Council that we are going to need money one day. Other than HURF Funds and other things we get to make sure our roads stay in the repair that they are, drainage, we know North Marana when it rains it floods, and it is not a good situation. We have talked about how we going to fund that, and lastly our wastewater facility. We are very proud of our wastewater facility. We have done a great job with that since we took it from the county, bought it from the county, but again there's a lot to be done there too.

We talked about how we were going to, what monies were we going to use, other than subsidizing through the General Fund. What monies could we use to make sure these three things are funded? That is when we talked about the two point five (2.5). She asked how will the Town fund roads, drainage, wastewater facility, and other projects if we are taking the two point five (2.5%) and putting those funds into the Recreation Center.

She has championed the Recreation Center for last two years. It is not that I do not want a Recreation Center, rather she wants to ensure that the funds for roads, drainage and wastewater are in place. If we are going to sunset the two point five (2.5%), roads and drainage and wastewater it is not going away. She asked how will the Town fund the other projects if the sales tax is sunset, and Marana returns to the two percent (2%) tax. She expressed concern over the gap that may provide challenges to the Town in handling future capital projects.

**Mark Johnson** stated he is a Marana resident and is the President of Tortolita Alliance. This proposed sales tax increase should be put on hold till the economy improves the current CPI for the Western United States is five-point three percent compared to a year ago. Inflation is going to be a burden on all of us and we do not need to compound it with a new sales tax increase. If you do decide to proceed, there are several issues with this sales tax increase that need to be corrected. Number one, construction contracting is proposed to be exempt from the sales tax increase. We heard tonight that there are houses going up, left and right. Why are we giving the development community another free pass? The development community will benefit from these facilities. They should pay their fair share. Aquatic Centre appears to be the real need for the community, but a new community center is something that could be put on hold. There are plenty of existing revenue venues that the community could use to meet. The Aquatic Center should be built at the centroid of Marana. Which is the I-10 Twin Peaks corridor, so that all the residents can easily access the facility, if the proposed site is used, it will be up a one-hour round trip commute for many residents to utilize the Aquatic Centre. The tax

proceeds should be spread across Marana, not in one location. Build the Aquatic Center at the centroid and spend the rest on park and recreation improvements in other areas of Marana. We have heard nothing about the operation and maintenance costs of these facilities. Who is going to pay for that? I've heard a little bit about user fees, but to properly analyze this tax and the construction of these facilities the operation and maintenance cost should be fully vetted. Finally, the sales tax should have the sunset as you talked about and end when the funds are obtained and allocated, thank you for the opportunity to speak.

**Amy Ruiz** Marana resident for 14 years. I also run the Marana Marlins swim team over at that gorgeous pool we are rocking. I may have been one of the voices at all those masterplan meetings going pool, pool, pool. Aquatic Center was not part of my language and I'm super excited. It's like Christmas. Please know this, and that is your sales tax all of US families who aren't here tonight cause we're busy at high schools and junior highs and all of the places us. You know the drill moms and dads run. They are paying that sales tax somewhere else, because we go to all those other places that are more than 10 minutes away to take our kids? So, whether it's Oro Valley or anywhere else, were paying that, were buying food there all of that. We would love to be the people, even if it's not just those outside people coming in and paying that majority of the sales tax. We're happy to pay it. We love our money to stay here in our own community and have that pulled out aquatic center that community center, because we're already funding it somewhere else. We'd like it to stay here, as for as staffing, it's going to be our people, and my pools fills up in ten minutes, one hundred and twenty-five swimmers, in ten minutes. I could do it three times over every single year it's my most un-favorite day of the year, because that means crying parents.

I have no place to put my kids in your pool and they drive into Tucson. So, know that like we have no issue with the funding. I've got an entire pool saying all yeah, we're happy to spend the funds we do like the sunset just because we love old, Marana's concept of put your money where your mouth is. It gets paid off and then we love being educated because we have a huge group of Red Rock families who come down to our pool. We have Picture Rocks just like Estes, which is also where I work. We serve over 40 miles and they're happy to drive to that teeny tiny pool and make it happen. Whether it's also Wade McClain down by the high school we cover our pools here in Marana without a problem. But we also we fund it, and we pay for our own lifeguards. We pay for own coaching. We pay for our own insurance, and we would be the same staff you would be hiring to take care of that and do all those things. Whether it's our teenage kids, mothers who likes part time jobs, and our husbands. Whatever it is, we're happy to be that staff. We've been on the sidelines cheering for this for many, many years. It is not something you have to be worried that's going to be empty. Or is it going to be used? Were the team that's saying how fast can you give it to us? They already pay the sales tax, and stated there is no need to be concerned in that respect. We pay for it on the east side when we drive our kids there, we pay for it in Oro Valley, we drive to Phoenix as are you know,

any mom that locks up or dad or family member will tell you were already paying for it. Let the money stay in Marana and fund for the neighborhoods that we believe in our part of anyways, if you ever need help, let me know.

**Jeanie Hilderbrand** stated she is one of those parents. I have lived in Marana for 15 years now we were one of the early, you know families that were in that development. I have two children and they have been part of the random Marlins swim team for ten years now this will be our 11th season. She is one of those parents that has already been willing to pay more than any other team in the county, every single year to order to have, to not have to drive across town to Oro Valley to central Tucson to get the same facilities. That is where the majority of the activity centers are so it would be amazing to have a facility here run by people like Amy, by Grant, at least in the Aquatic Center area that we, that have already been doing this for a long time and just need the facility to do it on a grander scale. That is to provide the services that that my children have been having, at a smaller level, on a grander scale for all of those new families. I have hundreds of friends who have said, "Oh my gosh, I would love to have a place to bring my children," and there's it's a limited space, you know, over and over and over again. We fight to get in every year so that we don't have to drive down even just down to South Marana. But still a long drive. If you're doing it multiple times a day, with small children in tow, my husband is a deputy chief over in Oro Valley. He drives to that Aquatic Center. To swim to do the lanes because they have the capacity, and it would be amazing. So, it's not just about kids, it's about you know anyone who wants to use that facility, and she is happy to be paying the know half cent sales tax and would continue to do so even after my children are grown and gone, because it would be great to have. Other people are going to need those facilities so I hope you would consider that.

**Grant Bourguoa** stated he is a lifelong resident of the Town. He has been in Marana resident for 38 years, grew up through the Marana Unified School District, went to Marana High School, have many different hats worn in Marana Unified, or community area. You know one of the things that I have been involved in was swimming. I grew up in the neighborhood over here and had swimming lessons in the old Marana pool over 35 years ago. The fact that that pool still exists today just goes to show how the Marana Parks and Recreation Department is done a tremendous job maintaining that thing. He has heard of the number of challenges that have been overcome over the last several years when it comes to that pool. The reality of it is that, the pool is at a critical juncture, and it's about ready to end. When it comes to, you know what's the critical juncture for the town? What are we going to do when it comes to building all these homes that were talking about here this evening? Where are people going to go to recreate aquatic-wise and the Town has done a tremendous job anticipating that need and continuing moving forward. But some of the things that I oversee are the Pima County Aquatic Pools, and one of them is the Marana High School Pool, and that is the Wade McLean Pool. They have noticed that there are a number of people from the Gladden Farms area coming over, because there are no opportunities. Unfortunately, the box style swimming pool

that exists over there, just doesn't really compute to how people recreate aquatic-wise; and one of the challenges that I think we're all facing is, you know we're seeing swimming lessons sold out in three (3) minutes. I just think that the project that is coming up is not only going to serve the existing residents and put Marana in a position of meeting additional residents as the town continues to grow.

**[7:04 PM Minutes:] Mayor Honea** closed the public hearing.

*Vice Mayor Post moved and Council Member Officer second the motion to adopt Ordinance 2021.022 with the language used by Ms. Fairall. Motion passes, 6-0.*

**D2** Relating to Legislation and Government Actions; discussion and action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Terry Rozema)

**Mr. Rozema** stated he did not have a report to present.

## **EXECUTIVE SESSIONS**

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

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

## **FUTURE AGENDA ITEMS**

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

## **ADJOURNMENT**

**Mayor Honea** asked for a motion to adjourn the meeting.

*Vice Mayor Post moved and Council Member Officer second the motion to adjourn the meeting. Motion passes, 6-0. Meeting adjourned at 7:05 PM.*

## **CERTIFICATION**

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 19, 2021. I further certify that a quorum was present.

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Cherry L. Lawson, Town Clerk

DRAFT



## **Council-Regular Meeting**

**B1**

**Meeting Date:** 11/03/2021

**To:** Mayor and Council

**From:** David Udall, Associate Town Attorney

**Date:** November 3, 2021

**Strategic Plan Focus Area:**

Not Applicable

**Subject:** Resolution No. 2021-142: Relating to Boards, Commissions and Committees;  
review and approval of the amended bylaws of the Town of Marana Utilities  
Board (David L. Udall)

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### **Discussion:**

The Marana Utilities Board was created by Title 16 of the Marana Town Code in 2005, and it provides an outlet for engaged community members to hear and give comment on the management and operation of Town of Marana owned and operated utilities, including water and wastewater. In 2009, the Utilities Board adopted bylaws establishing guidance for conducting Utilities Board functions.

Since 2009, Title 16 has been revised. In addition to general clean up, this item proposes amended bylaws that (1) reflect changes to Title 16, (2) capture more accurately the way the Board has been functioning in practice, and (3) improve Utilities Board functions and processing.

Pursuant to Section 16-1-3(A)(3) of the Marana Town Code, the bylaws of the Utilities Board are effective after review and approval by the Marana Town Council. At the September 15, 2021 Utilities Board meeting, the Utilities Board unanimously recommended that the Town Council approve the proposed amended bylaws attached as Exhibit A to this agenda item. If approved, the amended bylaws will become effective and will replace the current Utilities Board bylaws in their entirety. The old bylaws and a redline version of the bylaws have been provided as backup materials.

### **Staff Recommendation:**

Staff recommends approval of the amended bylaws of the Town of Marana Utilities Board.

**Suggested Motion:**

I move to approve the amended bylaws of the Town of Marana Utilities Board.

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**Attachments**

Resolution No. 2021-142

Exhibit A

Current Utilities Board Bylaws

Comparison Draft

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## MARANA RESOLUTION NO. 2021-142

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; REVIEW AND APPROVAL OF THE AMENDED BYLAWS OF THE TOWN OF MARANA UTILITIES BOARD

WHEREAS pursuant to Section 16-1-3(A)(3) of the Marana Town Code, the Town of Marana Utilities Board may “amend bylaws of the board, which shall be effective upon review and approval by the council”; and

WHEREAS at the September 15, 2021 Utilities Board meeting, the Utilities Board unanimously recommended that the Marana Town Council review and approve amended bylaws of the Utilities Board; and

WHEREAS the Mayor and Council find that approving amended bylaws of the Utilities Board is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the amended bylaws, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, are hereby approved, replacing, in their entirety, the current bylaws of the Utilities Board.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of November, 2021.

\_\_\_\_\_  
Mayor Ed Honea

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Cherry L. Lawson, Town Clerk

\_\_\_\_\_  
Jane Fairall, Town Attorney

**BYLAWS OF THE  
TOWN OF MARANA UTILITIES  
BOARD**

Adopted April 2009  
Amended November 3, 2021

**I. POLICY**

The Town of Marana Utilities Board was formed by the approval and adoption of Ordinance No. 2005.20 by the Marana Town Council on September 20, 2005, to provide a consistent and inviting community forum for the public to hear about and give comments on the management and operation of Town-owned and operated utilities, including water, wastewater, street lights, electric and other authorized utility functions.

**II. UTILITIES BOARD DESCRIPTION**

- A. The Utilities Board adopts policies for the operation and maintenance of the Town's utilities.
- B. The Utilities Board acts in an advisory capacity to the Town Council concerning utility rates, Water Department budget, utility capital projects and other utility related functions.
- C. The Utilities Board undertakes such other functions as requested by the Town Council, the Town Manager or the Water Director.

**III. MEMBERSHIP**

- A. The membership of the Utilities Board shall consist of the Town Water Director, or a Water Department employee designated by the Water Director, three Council-appointed members who are either Town residents or utility customers of the Town, two Town employees appointed by the Town Manager and the Town Finance Director or a Finance Department employee designated by the Finance Director. The Town Council shall choose the Chair of the Utilities Board from among its membership.
- B. If a Utilities Board vacancy occurs because of death, resignation or otherwise, the vacancy shall be filled by the Mayor and Council to serve the unexpired term of the Board member replaced. Notwithstanding the foregoing, if a Board member position consisting of a Town employee appointed by the Town Manager becomes vacant, the vacancy shall be filled by the Town Manager appointing another Town employee to serve the unexpired term of the Board member replaced.
- C. If a Board member is not in attendance for three or more consecutive regularly scheduled meetings or from more than one-half of the meetings in a calendar year, the Water Director shall notify the Town Council, who may remove the non-participating Board member.
- D. A Utilities Board member may not concurrently serve on any other Town of Marana citizen's advisory commission or board.

**IV. OFFICERS**

- A. The Town Council shall select the Chair of the Utilities Board from among the seven Utilities Board members, and shall have the right at any time to choose a different Chair

from among the Utilities Board members.

- B. The Utilities Board shall select a Vice Chair during its first regularly scheduled meeting of each calendar year. Selection shall be made by a majority vote of the Utilities Board members present, and the selected Vice Chair will assume office immediately.
- C. The Vice Chair may be removed as an officer by the Utilities Board whenever, in the judgment of a majority of the Utilities Board members, the best interests of the Board would be served thereby.
- D. The Utilities Board may, by a majority vote of all Utilities Board members, recommend to the Town Council that the Utilities Board Chair be removed.
- E. Any vacancy in the office of Vice Chair will be filled by a majority vote of the Utilities Board members at the next meeting of the Board following the occurrence of the vacancy. The person selected to fill the vacancy will serve the remainder of the vacancy term.

V. RESPONSIBILITIES OF THE CHAIR

- A. The Chair shall preside at all meetings of the Board. In the event of the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair or Vice Chair, the attending Board members shall appoint an acting chair.
- B. The Chair shall appoint and remove all members to any sub-committees of the Board.
- C. The Chair shall preserve order and decide all points of order.
- D. The Chair shall assist the clerical support staff in drafting and sign any recommendation letters and actions taken by the Board. In the absence of the Chair, any other Utilities Board member may sign on behalf of the Board.
- E. The Chair shall coordinate and approve the final format of the agenda no later than one week prior to the meeting.
- F. The Chair may schedule an annual report to be presented to the Council.

VI. RESPONSIBILITIES OF THE VICE CHAIR

In the event of the absence of the Chair, the Vice Chair shall preside at all meetings of the Board and shall undertake all responsibilities of the Chair that cannot reasonably or prudently be held in abeyance until the Chair's return.

VII. RESPONSIBILITIES OF MEMBERS

- A. Utilities Board members are responsible to attend regular and special Board meetings.
- B. No Board member shall leave any regular or special board meeting during such meeting without permission of the Chair, which permission shall not be unreasonably withheld.
- C. The Board members shall familiarize themselves with and strictly follow the Arizona Open Meeting Law, including notice of meetings, taking of minutes, issues to be discussed and the other specifics of the law.

- D. The Board is authorized to call executive sessions, closed to the general public, during any regular or special meeting, if the executive session is properly noticed and authorized by A.R.S. § 38-431.03.

VIII. SUB-COMMITTEES

- A. All sub-committees of the Board shall consist of at least three members.
- B. All sub-committees shall select a sub-committee chair from among the members of such sub-committee, at the first meeting of the sub-committee.
- C. The sub-committee chair shall preserve order and decide all points of order for meetings of the sub-committee.
- D. The sub-committee chair shall set the date, time and place of the first and all subsequent sub-committee meetings.
- E. The sub-committee chair shall bring all actions and recommendations to the Board. No sub-committee shall be authorized to directly present information to the Town Council, or take other action, unless it is approved by the Board.

IX. RESPONSIBILITIES OF THE STAFF LIAISON

The Staff Liaison is an ex-officio, non-voting member of the Board and is designated by the Chair. The Staff Liaison:

- A. Assists in the creation of the agenda and reviews the draft agenda for accuracy.
- B. Attends scheduled board meetings and takes summary minutes.
- C. Prepares updates and arranges for other Town staff to attend Board meetings when necessary.
- D. Prepares responses to inquiries made during public comment.
- E. Prepares responses of requests from Utilities Board members.
- F. Arranges for meetings that may have a large turnout (new location, chairs, tables, audio equipment, refreshments, etc.).
- G. Brings Utilities Board materials such as member name-cards, maps and other regularly used materials to each meeting.
- H. Sends a copy of approved minutes, signed by the Chair, to the Town Clerk's office.
- I. Oversees, as assigned by the Chair, maintenance of the Board mailing list.
- J. Oversees, as assigned by the Chair, maintenance records of Board agendas, approved minutes and correspondence.
- K. Refers all public requests for copies of approved minutes or Board correspondence to the

Town Clerk's office.

X. MEETINGS OF MEMBERSHIP

- A. The Utilities Board shall hold regular meetings at least twice each calendar year for transaction of business as may come before the Board. The meetings of the Board members will be held at times and at locations designated by the Chair.
- B. The Chair may convene the Board at any time by notifying the members of the date, hour and purpose of such special meeting. The Board members shall be given at least 24 hours' notice of such special meeting by personal notice and by the posting of the notice and agenda on the Town's official posting sites.
- C. The Chair is responsible for assuring that a written agenda that meets the requirements of the Arizona Open Meeting Law is prepared for all Board meetings. The Staff Liaison may assist in this process. Board members may contact the Chair to request that items be placed on the agenda, and shall attempt to do so at least seven working days prior to the meeting date. All agendas shall be provided to the clerical support staff, who shall assure all agendas are properly posted as required by the Arizona Open Meeting Law.
- D. Any and all sub-committees may be placed on the agenda for a report on the status of work in progress for that sub-committee.
- E. Business matters of the regular meeting will be considered as far as practicable in the following order:
  - 1. Call to Order
  - 2. Introduction of Board Members
  - 3. Approval of Agenda
  - 4. Approval of Minutes
  - 5. Action Items
  - 6. Sub-Committee Reports (Optional)
  - 7. Community Reports (Optional)
  - 8. Call to the Public
  - 9. Future Agenda Items
  - 10. Adjournment

XI. PROCEDURE

- A. At all meetings of the Utilities Board, the Chair shall call the Board to order and a record of the members present and absent will be taken. The Chair may call each matter of business in the order listed on the agenda.

- B. The Chair shall conduct meetings using parliamentary procedure as recommended by the Arizona League of Cities and Towns, unless such rules are suspended by a majority vote of the Board.
- C. A member who desires to speak or make a motion shall address himself or herself to "Mr. or Madam Chair," and may address the Board upon being recognized by the Chair.
- D. When more than one member addresses the Chair and wishes to speak, the Chair will recognize the person who first addressed the Chair.
- E. No member shall interrupt another, except to call to order or to correct a mistake.
- F. At any Utilities Board meeting, four members shall constitute a quorum. If a quorum is not present 30 minutes after the scheduled meeting time, the Board may choose to meet informally for discussion purposes, all action will be postponed and agenda items placed on the next special or regular Board meeting.
- G. A majority of affirmative votes of the quorum present shall be necessary to pass any action of the Board, except where these bylaws or applicable laws or rules require approval by more than a majority of the quorum.
- H. A Board member who has a conflict of interest shall disqualify him or herself and shall not vote on or participate in the discussion of the item, as required by the Arizona Conflict of Interest law (A.R.S. § 38-501 et. seq.).
- I. The Chair may vote or decline to vote on all matters. The Chair's failure to vote shall not be counted as an affirmative or negative vote. The Chair shall break all ties.
- J. Motions may be determined by voice vote or at the request of a Board member by roll call vote. The Chair shall declare all votes. If any member doubts the Chair's declaration of a voice vote, a roll call shall be ordered. When a roll call vote is commenced, no member shall engage in discussion of the question being voted upon.

## XII. PARTICIPATION BY THE PUBLIC

- A. Members of the public wishing to speak at Board meetings will be allowed to speak during public portions of the meeting, as well as during Call to the Public. The Chair may limit the length of public comment to three minutes at any time.
- B. No person in the audience shall be permitted to speak unless recognized by the Chair. The Chair may permit persons to speak on any agenda item.
- C. Each member of the public who is permitted to speak shall proceed without interruption from the audience and shall retire when his or her time is up.
- D. All discussion shall be addressed to the Board and there should be no argument or discussion between individuals not on the Board.
- E. The members of the Board may ask questions and make appropriate comments at any time, subject to reasonable limitations imposed by the Chair for the orderly conduct of the meeting.

- F. Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Any person making personal, impertinent or slanderous remarks, or who becomes boisterous while addressing the Utilities Board, may be removed from the meeting room if directed by the Chair. Unauthorized remarks from the audience, whether verbal or otherwise, shall not be permitted, and the Chair may expel offenders from the meeting room.

XIII. AMENDMENTS

These bylaws may be altered, amended or repealed and new bylaws adopted by concurrence of four Board members at any meeting or special meeting when the proposed amendment has been set out in the notice of such meeting. Any alterations, amendments or replacements of these bylaws shall be effective upon review and approval by the Town Council. Any such amendment shall not affect any other portion of these bylaws.

XIV. SEVERABILITY

If any portion of these bylaws is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from these bylaws, and the remaining parts of these bylaws shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of these bylaws.

Executed at Marana, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2021.

TOWN OF MARANA UTILITIES BOARD

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Town Clerk

# **BYLAWS OF THE TOWN OF MARANA UTILITIES BOARD**

## **I. POLICY**

The Town of Marana Utilities Board was formed by the approval and adoption of Ordinance No. 2005.20 by the Marana Town Council on September 20, 2005, to provide a consistent and inviting community forum for the public to hear about and give comments on the management and operation of Town-owned and operated utilities, including water, wastewater, street lights, electric and other authorized utility functions.

## **II. UTILITIES BOARD DESCRIPTION**

- The Utilities Board adopts policies for the operation and maintenance of the Town's utilities.
- The Utilities Board acts in an advisory capacity to the Town Council concerning utility rates, utility department budget, and utility capital projects and acquisitions.
- The Utilities Board undertakes such other functions as requested by the Town Council, the Town Manager, or the Utilities Director.

## **III. MEMBERSHIP**

- A. The Utilities Board is composed of seven members appointed by the Town Council, four of whom have an initial term of four years and three of whom have an initial term of two years, with all terms thereafter being four years. Two of the seven members of the Utilities Board shall be residential customers of the Town's water utility, one shall be a commercial customer of the Town's water utility, one shall be a Town resident who represents agricultural interests, and three shall be town residents representing the Town at large.
- B. If a Utilities Board vacancy occurs because of death, resignation, or otherwise, the vacancy shall be filled by the Mayor and Council to serve the unexpired term of the Board member replaced.
- C. If a Board member is not in attendance for three or more consecutive regularly scheduled meetings or from more than one-half the meetings in a calendar year, the Utilities Director shall notify the Town Council, who may remove the non-participating Board member.
- D. One Town Council member shall be appointed to serve as Council liaison to the Board. The Council member shall attend meetings as an ex-officio, non-voting member.
- E. A Utilities Board member may not concurrently serve on any other Town of Marana citizen's advisory commission or board.

## **IV. OFFICERS**

- A. The Town Council shall select the Chair of the Utilities Board from among the seven Utilities Board members, and shall have the right at any time to choose a different Chair from among the Utilities Board members.

- B. The Utilities Board shall select a Vice Chair and Secretary every year during its regularly scheduled meeting in the month of June. Selection shall be made by a vote of the Utilities Board members present, and the selected officers will assume office immediately.
- C. Any officer of the Utilities Board, except the Chair, may be removed as an officer by the Utilities Board whenever, in the judgment of majority of the Utilities Board members, the best interests of the Board would be served thereby.
- D. The Utilities Board may, by majority vote of all Utilities Board members, recommend to the Council that the Utilities Board Chair be removed.
- E. Any vacancies of the offices of Vice Chair or Secretary will be filled by a majority vote of the Utilities Board members at the next meeting of the Board following the occurrence of the vacancy. The person selected to fill the vacancy will serve the remainder of the vacancy term.

#### V. RESPONSIBILITIES OF THE CHAIR

- A. The Chair shall preside at all meetings of the Board. In the event of the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and the Vice Chair, the Secretary shall preside. In the absence of the Chair, Vice Chair, and Secretary, the attending Board members shall appoint an acting chair.
- B. The Chair shall appoint and remove all members to sub-committees of the Board.
- C. The Chair shall preserve order and decide all points of order.
- D. The Chair shall assist the clerical support staff in drafting and sign any recommendation letters and actions taken by the Board. In the absence of the Chair, any other Utilities Board member may sign on behalf of the Board.
- E. The Chair shall coordinate and approve the final format of the agenda no later than one week prior to the meeting.
- F. The Chair shall develop a Council Communication form for use by the Board.
- G. The Chair shall schedule an annual report to be presented to the Council

#### VI. RESPONSIBILITIES OF THE VICE CHAIR

- H. In the event of the absence of the Chair, the Vice Chair shall preside at all meetings of the Board and shall undertake all responsibilities of the Chair that cannot reasonably or prudently be held in abeyance until the Chair's return.

#### VII. RESPONSIBILITIES OF THE SECRETARY

- A. The Secretary shall assist the Chair in preparing a draft agenda.
- B. The Secretary shall attend scheduled board meetings to take summary minutes.
- C. The Secretary shall sign and send copy of approved minutes to the Town Clerk's office.
- D. The Secretary shall oversee maintenance of the Board mailing list.

- E. The Secretary shall oversee maintenance records of Board agendas, approved minutes and correspondence.
- F. The Secretary shall refer all public requests for copies of approved minutes or Board correspondence to the Town Clerk's office.

#### VIII. RESPONSIBILITIES OF MEMBERS

- A. Utilities Board members are responsible to attend regular and special Board meetings.
- B. No Board member shall leave any regular or special board meeting during such meeting without permission of the Chair, which permission shall not be unreasonably withheld.
- C. The Board shall familiarize themselves with and strictly follow the Arizona Open Meeting Law, including notice of meetings, taking of minutes, issues to be discussed and the other specifics of the law.
- D. Board members shall abide by the guidelines set forth in the Town of Marana Advisory Commission Handbook, to the extent not in conflict with Town Code Title 16.
- E. The Board is authorized to call executive sessions, closed to the general public, during any regular of special meeting, if the executive session is properly noticed and authorized by A.R.S. § 38-431.03.
- F. The Board shall develop an annual work plan which shall be presented to Council.
- G. All Board members shall attend the Town of Marana CREW program prior to the completion of their first term.

#### IX. SUB-COMMITTEES

- A. All sub-committees of the Board shall consist of at least three members.
- B. All sub-committees shall select a sub-committee chair from among the members of such sub-committee, at the first meeting of the sub-committee.
- C. The sub-committee chair shall preserve order and decide all points of order for meetings of the sub-committee.
- D. The sub-committee chair shall set the date, time and place of the first and all subsequent sub-committee meetings.
- E. The sub-committee chair shall bring all actions and recommendations to the Board. No sub-committee shall be authorized to directly present information to the Town Council, or take other action, unless it is approved by the Board.

#### X. RESPONSIBILITIES OF THE STAFF LIAISON

The Staff Liaison is an ex-officio, non-voting member of the Board who:

- A. Assists in the creation of the agenda and reviews the draft agenda for accuracy.
- B. Attends Utilities Board meetings and prepares updates and arranges for other Town staff to attend when necessary.

- C. Prepares responses to inquiries made during public comment.
- D. Prepares responses of requests from Utilities Board members.
- E. Arranges for meetings that may have a large turnout (new location, chairs, tables, audio equipment, and refreshments).
- F. Brings Utilities Board materials such as member name-cards, maps, and other regularly used materials to each meeting.
- G. Takes minutes if the Utilities Board secretary or clerical support staff is not available.

XI. MEETINGS OF MEMBERSHIP

- A. The Utilities Board shall hold regular meetings on the second Tuesday of each month for transaction of business as may come before the meeting. The meetings of the members will be held at the Marana Operations Center, Marana, Arizona, or other locations as designated by the Chair. Whenever a legal holiday occurs on the same day as a meeting, the meeting shall either be cancelled or rescheduled.
- B. The Chair may convene the Board at any time by notifying the members of the date, hour and purpose of such special meeting. The Board members shall be given at least 24 hours' notice of such special meeting by personal notice and the posting of the notice agenda on the Town's official posting sites.
- C. The Chair is responsible for assuring that a written agenda that meets the requirements of the Arizona Open Meeting Law is prepared for all Board meetings. The Staff Liaison may assist in this process. Board members may contact the Chair to request that items be placed on the agenda, and shall attempt to do so at least seven working days prior to the meeting date. All agendas shall be provided to the clerical support staff, who shall assure all agendas are properly posted as required by the Arizona Open Meeting Law.
- D. All sub-committees will be placed on the agenda for a report on the status of work in progress for that sub-committee.
- E. Business matters of the regular meeting shall be considered as far as practicable in the following order:
  - 1. Call to Order
  - 2. Introduction of Board Members
  - 3. Approval of Agenda
  - 4. Approval of Minutes
  - 5. Action Items
  - 6. Sub-Committee Reports
  - 7. Community Reports (Optional)
  - 8. Call to the Public
  - 9. Future Agenda Items

## 10. Adjournment

### XI. PROCEDURE

- A. At all meetings of the Board, the Chair shall call the Board to order and the Secretary shall record the members present and absent. The Chair may call each matter of business in the order listed on the agenda.
- B. The Chair shall conduct meetings using parliamentary procedure as recommended by the Arizona League of Cities and Towns, unless such rules are suspended by a majority vote of the Board.
- C. A member who desires to speak or make a motion shall address himself or herself to "Mr. or Madam Chair," and may address the Board upon being recognized by the Chair.
- D. When more than one member addresses the Chair and wishes to speak, the Chair will recognize the person who first addressed the Chair.
- E. No member shall interrupt another, except to call to order or to correct a mistake.
- F. At any Utilities Board meeting, four members shall constitute a quorum. If a quorum is not present 30 minutes after the scheduled meeting time, the Board may choose to meet informally for discussion purposes, all action will be postponed and agenda items placed on the next special or regular Board meeting.
- G. A majority of affirmative votes of the quorum present shall be necessary to pass any action of the Board, except where these bylaws or applicable laws or rules require approval by more than a majority of the quorum.
- H. A Board member who has a conflict of interest shall disqualify him or herself and shall not vote on or participate in the discussion of the item, as required by the Arizona Conflict of Interest law (A.R.S. § 38-501 et. seq.)
- I. The Chair may vote or decline to vote on all matters. The Chair's failure to vote shall not be counted as an affirmative or negative vote. The Chair shall break all ties.
- J. Motions may be determined by voice vote or at the request of a Board member by roll call vote. The Chair shall declare all votes. If any member doubts the Chair's declaration of a voice vote, a roll call shall be ordered. When a roll call vote is commenced, no member shall engage in discussion of the question being voted upon.

### XII. PARTICIPATION BY THE PUBLIC

- A. Members of the public wishing to speak at Board meetings will be allowed to speak during public portions of the meeting, as well as during Call to the Public. The Chair may limit the length of public comment to three minutes at any time.
- B. No person in the audience shall be permitted to speak unless recognized by the Chair. The Chair may permit persons to speak on any agenda item.
- C. Each member of the public who is permitted to speak shall proceed without interruption from the audience and shall retire when his or her time is up.
- D. All discussion shall be addressed to the Board and there should be no argument or discussion between individuals not on the Board.

- E. The members of the Board may ask questions and make appropriate comments at any time, subject to reasonable limitations imposed by the Chair for the orderly conduct of the meeting.
- F. Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the board, may be removed from the meeting room if directed by the Chair. Unauthorized remarks from the audience, whether verbal or otherwise, shall not be permitted, and the Chair may expel offenders from the meeting room.

### XIII. AMENDMENTS

These bylaws may be altered, amended, or repealed and new bylaws adopted by concurrence of four Board members at any meeting or special meeting when the proposed amendment has been set out in the notice of such meeting. Any such amendment shall not affect any other portion of these bylaws.

### XIV. SEVERABILITY

If any portion of these bylaws is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from these bylaws, and the remaining parts of these bylaws shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of these bylaws.

Executed at Marana, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2009.

TOWN OF MARANA UTILITIES BOARD

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~strikethroughs~~.)

# BYLAWS OF THE TOWN OF MARANA UTILITIES BOARD

Adopted April 2009

Amended November 3, 2021

## I. POLICY

The Town of Marana Utilities Board was formed by the approval and adoption of Ordinance No. 2005.20 by the Marana Town Council on September 20, 2005, to provide a consistent and inviting community forum for the public to hear about and give comments on the management and operation of Town-owned and operated utilities, including water, wastewater, street lights, electric and other authorized utility functions.

## II. UTILITIES BOARD DESCRIPTION

- A. The Utilities Board adopts policies for the operation and maintenance of the Town's utilities.
- B. The Utilities Board acts in an advisory capacity to the Town Council concerning utility rates, ~~utility~~ Water ~~and~~ Department budget, utility capital projects and ~~acquisitions~~ other utility related functions.
- C. The Utilities Board undertakes such other functions as requested by the Town Council, the Town Manager, or the ~~Utilities~~ Water Director.

## III. MEMBERSHIP

- A. ~~The Utilities Board is composed of seven members appointed by the Town Council, four of whom have an initial term of four years and three of whom have an initial term of two years, with all terms thereafter being four years. Two of the seven members of the Utilities Board shall be residential customers of the Town's water utility, one shall be a commercial customer of the Town's water utility, one shall be a Town resident who represents agricultural interests, and three shall be town residents representing the Town at large.~~ The membership of the Utilities Board shall consist of the Town Water Director, or a Water Department employee designated by the Water Director, three Council-appointed members who are either Town residents or utility customers of the Town, two Town employees appointed by the Town Manager and the Town Finance Director or a Finance Department employee designated by the Finance Director. The Town Council shall choose the Chair of the Utilities Board from among its membership.
- B. If a Utilities Board vacancy occurs because of death, resignation, or otherwise, the vacancy shall be filled by the Mayor and Council to serve the unexpired term of the Board member replaced. Notwithstanding the foregoing, if a Board member position consisting of a Town employee appointed by the Town Manager becomes vacant, the vacancy shall be filled by the Town Manager appointing another Town employee to serve the unexpired term of the Board member replaced.
- C. If a Board member is not in attendance for three or more consecutive regularly scheduled meetings or from more than one-half of the meetings in a calendar year, the ~~Utilities~~ Water Director shall notify the Town Council, who may remove the non-participating Board member.

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~strikethroughs~~.)

~~D. One Town Council member shall be appointed to serve as Council liaison to the Board. The Council member shall attend meetings as an ex-officio, non-voting member.~~

E.D. A Utilities Board member may not concurrently serve on any other Town of Marana citizen's advisory commission or board.

### IV. OFFICERS

A. The Town Council shall select the Chair of the Utilities Board from among the seven Utilities Board members, and shall have the right at any time to choose a different Chair from among the Utilities Board members.

B. The Utilities Board shall select a Vice Chair ~~and Secretary every year during its regularly scheduled meeting in the month of June~~during its first regularly scheduled meeting of each calendar year. Selection shall be made by a majority vote of the Utilities Board members present, and the selected ~~officers~~Vice Chair will assume office immediately.

C. ~~Any officer of the Utilities Board, except the Chair,~~The Vice Chair may be removed as an officer by the Utilities Board whenever, in the judgment of a majority of the Utilities Board members, the best interests of the Board would be served thereby.

D. The Utilities Board may, by a majority vote of all Utilities Board members, recommend to the Town Council that the Utilities Board Chair be removed.

E. Any vacancies ~~iesy~~ in the offices of Vice Chair ~~or Secretary~~ will be filled by a majority vote of the Utilities Board members at the next meeting of the Board following the occurrence of the vacancy. The person selected to fill the vacancy will serve the remainder of the vacancy term.

### V. RESPONSIBILITIES OF THE CHAIR

A. The Chair shall preside at all meetings of the Board. In the event of the absence of the Chair, the Vice Chair shall preside. ~~In the absence of the Chair and the Vice Chair, the Secretary shall preside.~~In the absence of the Chair, Vice Chair, and Secretary or Vice Chair, the attending Board members shall appoint an acting chair.

B. The Chair shall appoint and remove all members to any sub-committees of the Board.

C. The Chair shall preserve order and decide all points of order.

D. The Chair shall assist the clerical support staff in drafting and sign any recommendation letters and actions taken by the Board. In the absence of the Chair, any other Utilities Board member may sign on behalf of the Board.

E. The Chair shall coordinate and approve the final format of the agenda no later than one week prior to the meeting.

~~F. The Chair shall develop a Council Communication form for use by the Board.~~

~~G.F.~~ The Chair shall ~~may~~ schedule an annual report to be presented to the Council.

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~strikethroughs~~.)

### VI. RESPONSIBILITIES OF THE VICE CHAIR

- ~~H.~~ In the event of the absence of the Chair, the Vice Chair shall preside at all meetings of the Board and shall undertake all responsibilities of the Chair that cannot reasonably or prudently be held in abeyance until the Chair's return.

### ~~VII.~~ RESPONSIBILITIES OF THE SECRETARY

- ~~A.~~ The Secretary shall assist the Chair in preparing a draft agenda.
- ~~B.~~ The Secretary shall attend scheduled board meetings to take summary minutes.
- ~~C.~~ The Secretary shall sign and send copy of approved minutes to the Town Clerk's office.
- ~~D.~~ The Secretary shall oversee maintenance of the Board mailing list.
- ~~E.~~ The Secretary shall oversee maintenance records of Board agendas, approved minutes and correspondence.
- ~~F.~~ The Secretary shall refer all public requests for copies of approved minutes or Board correspondence to the Town Clerk's office.

### ~~VIII.~~VII. RESPONSIBILITIES OF MEMBERS

- A. Utilities Board members are responsible to attend regular and special Board meetings.
- B. No Board member shall leave any regular or special board meeting during such meeting without permission of the Chair, which permission shall not be unreasonably withheld.
- C. The Board members shall familiarize themselves with and strictly follow the Arizona Open Meeting Law, including notice of meetings, taking of minutes, issues to be discussed and the other specifics of the law.
- ~~D.~~ Board members shall abide by the guidelines set forth in the Town of Marana Advisory Commission Handbook, to the extent not in conflict with Town Code Title 16.
- ~~E.~~D. The Board is authorized to call executive sessions, closed to the general public, during any regular or special meeting, if the executive session is properly noticed and authorized by A.R.S. § 38-431.03.
- ~~E.~~ The Board shall develop an annual work plan which shall be presented to Council.
- ~~F.~~ All Board members shall attend the Town of Marana CREW program prior to the completion of their first term.

### ~~IX.~~VIII. SUB-COMMITTEES

- A. All sub-committees of the Board shall consist of at least three members.
- B. All sub-committees shall select a sub-committee chair from among the members of such sub-committee, at the first meeting of the sub-committee.

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~strikethroughs~~.)

- C. The sub-committee chair shall preserve order and decide all points of order for meetings of the sub-committee.
- D. The sub-committee chair shall set the date, time and place of the first and all subsequent sub-committee meetings.
- E. The sub-committee chair shall bring all actions and recommendations to the Board. No sub-committee shall be authorized to directly present information to the Town Council, or take other action, unless it is approved by the Board.

### ~~X~~IX. RESPONSIBILITIES OF THE STAFF LIAISON

The Staff Liaison is an ex-officio, non-voting member of the Board ~~who~~ and is designated by the Chair. The Staff Liaison:

- A. Assists in the creation of the agenda and reviews the draft agenda for accuracy.
- B. Attends Utilities Board meetings and takes summary minutes.
- C. Prepares updates and arranges for other Town staff to attend Board meetings when necessary.
- ~~C.D.~~ Prepares responses to inquiries made during public comment.
- ~~D.E.~~ Prepares responses of requests from Utilities Board members.
- ~~E.F.~~ Arranges for meetings that may have a large turnout (new location, chairs, tables, audio equipment, ~~and~~ refreshments, etc.).
- ~~F.G.~~ Brings Utilities Board materials such as member name-cards, maps, and other regularly used materials to each meeting.
- ~~G.~~ ~~Takes minutes if the Utilities Board secretary or clerical support staff is not available.~~
- H. Sends a copy of approved minutes, signed by the Chair, to the Town Clerk's office.
- I. Oversees, as assigned by the Chair, maintenance of the Board mailing list.
- I. Oversees, as assigned by the Chair, maintenance records of Board agendas, approved minutes and correspondence.
- K. Refers all public requests for copies of approved minutes or Board correspondence to the Town Clerk's office.

### ~~XL~~X. MEETINGS OF MEMBERSHIP

- A. The Utilities Board shall hold regular meetings ~~on the second Tuesday of each month~~ at least twice each calendar year for transaction of business as may come before the ~~meeting~~Board. The meetings of the Board members will be held ~~at the Marana Operations Center, Marana, Arizona, or at times and at other locations as designated by the Chair. Whenever a legal holiday occurs on the same day as a meeting, the meeting shall either be canceled or rescheduled.~~

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~striketroughs~~.)

- B. The Chair may convene the Board at any time by notifying the members of the date, hour and purpose of such special meeting. The Board members shall be given at least 24 hours' notice of such special meeting by personal notice and by the posting of the notice and agenda on the Town's official posting sites.
- C. The Chair is responsible for assuring that a written agenda that meets the requirements of the Arizona Open Meeting Law is prepared for all Board meetings. The Staff Liaison may assist in this process. Board members may contact the Chair to request that items be placed on the agenda, and shall attempt to do so at least seven working days prior to the meeting date. All agendas shall be provided to the clerical support staff, who shall assure all agendas are properly posted as required by the Arizona Open Meeting Law.
- D. Any and all sub-committees may be placed on the agenda for a report on the status of work in progress for that sub-committee.
- E. Business matters of the regular meeting ~~shall~~will be considered as far as practicable in the following order:
  - 1. Call to Order
  - 2. Introduction of Board Members
  - 3. Approval of Agenda
  - 4. Approval of Minutes
  - 5. Action Items
  - 6. Sub-Committee Reports (Optional)
  - 7. Community Reports (Optional)
  - 8. Call to the Public
  - 9. Future Agenda Items
  - 10. Adjournment

### XI. PROCEDURE

- A. At all meetings of the Utilities Board, the Chair shall call the Board to order and ~~the Secretary shall~~ record of the members present and absent will be taken. The Chair may call each matter of business in the order listed on the agenda.
- B. The Chair shall conduct meetings using parliamentary procedure as recommended by the Arizona League of Cities and Towns, unless such rules are suspended by a majority vote of the Board.
- C. A member who desires to speak or make a motion shall address himself or herself to "Mr. or Madam Chair," and may address the Board upon being recognized by the Chair.

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~strikethroughs~~.)

- D. When more than one member addresses the Chair and wishes to speak, the Chair will recognize the person who first addressed the Chair.
- E. No member shall interrupt another, except to call to order or to correct a mistake.
- F. At any Utilities Board meeting, four members shall constitute a quorum. If a quorum is not present 30 minutes after the scheduled meeting time, the Board may choose to meet informally for discussion purposes, all action will be postponed and agenda items placed on the next special or regular Board meeting.
- G. A majority of affirmative votes of the quorum present shall be necessary to pass any action of the Board, except where these bylaws or applicable laws or rules require approval by more than a majority of the quorum.
- H. A Board member who has a conflict of interest shall disqualify him or herself and shall not vote on or participate in the discussion of the item, as required by the Arizona Conflict of Interest law (A.R.S. § 38-501 et. seq.).
- I. The Chair may vote or decline to vote on all matters. The Chair's failure to vote shall not be counted as an affirmative or negative vote. The Chair shall break all ties.
- J. Motions may be determined by voice vote or at the request of a Board member by roll call vote. The Chair shall declare all votes. If any member doubts the Chair's declaration of a voice vote, a roll call shall be ordered. When a roll call vote is commenced, no member shall engage in discussion of the question being voted upon.

## XII. PARTICIPATION BY THE PUBLIC

- A. Members of the public wishing to speak at Board meetings will be allowed to speak during public portions of the meeting, as well as during Call to the Public. The Chair may limit the length of public comment to three minutes at any time.
- B. No person in the audience shall be permitted to speak unless recognized by the Chair. The Chair may permit persons to speak on any agenda item.
- C. Each member of the public who is permitted to speak shall proceed without interruption from the audience and shall retire when his or her time is up.
- D. All discussion shall be addressed to the Board and there should be no argument or discussion between individuals not on the Board.
- E. The members of the Board may ask questions and make appropriate comments at any time, subject to reasonable limitations imposed by the Chair for the orderly conduct of the meeting.
- F. Citizens attending meetings shall observe rules of propriety, decorum and good conduct. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Utilities Board, may be removed from the meeting room if directed by the Chair. Unauthorized remarks from the audience, whether verbal or otherwise, shall not be permitted, and the Chair may expel offenders from the meeting room.

## COMPARISON DRAFT

(Additions denoted by double underlining and deletions denoted by ~~striketroughs~~.)

### XIII. AMENDMENTS

These bylaws may be altered, amended, or repealed and new bylaws adopted by concurrence of four Board members at any meeting or special meeting when the proposed amendment has been set out in the notice of such meeting. Any alterations, amendments or replacements of these bylaws shall be effective upon review and approval by the Town Council. Any such amendment shall not affect any other portion of these bylaws.

### XIV. SEVERABILITY

If any portion of these bylaws is found by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from these bylaws, and the remaining parts of these bylaws shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of these bylaws.

Executed at Marana, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 200921.

TOWN OF MARANA UTILITIES BOARD

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
~~Secretary~~ Town Clerk