AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
May 15, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE - Onita Davis, Oro Valley American Legion Auxiliary

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

- **Spotlight on Youth**

DEPARTMENT REPORTS

The Mayor and Council may consider and/or take action on the items listed below:

ORDER OF BUSINESS: MAYOR WILL REVIEW THE ORDER OF THE MEETING

INFORMATIONAL ITEMS

1. Public Safety Providers Quarterly Report

CALL TO AUDIENCE – At this time, any member of the public is allowed to address the Mayor and Town Council on any issue ***not listed on today's agenda.*** Pursuant to the Arizona Open Meeting Law, individual Council Members may ask Town Staff to review the matter, ask that the matter be placed on a future agenda, or respond to criticism made by speakers. However, the Mayor and Council may not discuss or take legal action on matters raised during "Call to Audience." In order to speak during "Call to Audience" please specify what you wish to discuss when completing the blue speaker card.

PRESENTATIONS

1. Proclamation - Oro Valley American Legion Auxiliary Poppy Days - May 24-26, 2013

CONSENT AGENDA
(Consideration and/or possible action)

A. Fiscal Year 2012/2013 Financial Update through March 2013

B. Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: January 1, 2013 - March 31, 2013

C. Greater Oro Valley Chamber of Commerce Quarterly Report: January 1, 2013 - March 31, 2013

D. Resolution No. (R)13-34, Authorizing the Execution and Delivery of an Agreement, a Trust Agreement and an Obligation Purchase Agreement; Approving the Sale, Execution and Delivery of Excise Tax Revenue Refunding Obligations, Series 2013, Evidencing a Proportionate Interest of the Owners Thereof in an Agreement Between the Town of Oro Valley, Arizona and a Trustee; Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution; and Declaring an Emergency

E. Resolution No. (R)13-35, Authorizing and approving an Amendment to the Site Specific Agreement to the Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Pima County Wireless Integrated Network. Contract #CTN-IT-12000000000000000268 (formerly No. 01-14-O-143059-071)

F. Resolution No. (R)13-36, Authorizing and Approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement with the City of Tucson Allowing for Two (2) Officers to be Assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA)

G. Resolution No. (R)13-37, Authorizing and Approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement with the City of Tucson Allowing for One (1) Officer to be Assigned to the Pima County HIDTA Investigative Task Force (PCHITF)

H. Resolution No. (R)13-38, Authorizing and approving a grant contract between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding of one (1) DUI Enforcement SUV and one (1) DUI Phlebotomy van to enhance DUI enforcement in the Town of Oro Valley

I. Resolution No. (R)13-39, Authorizing the Development and Infrastructure Services Department to apply for a grant from the Arizona Department of Transportation for funding of vehicles for the Transit Service Division

REGULAR AGENDA

1. PUBLIC HEARING: RESOLUTION NO. (R)13-40, APPROVING THE ADOPTION OF THE FINAL BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2013/2014, INCLUDING APPROVAL OF THE 15-YEAR CAPITAL IMPROVEMENT PLAN (CIP) FROM FY 2013/14 THROUGH FY 2027/28

2. 2012 UNIFORM CODES

   a. RESOLUTION NO. (R)13-33, DECLARING AS PUBLIC RECORD CERTAIN DOCUMENT KNOWN AS THE 2012 TOWN OF ORO VALLEY POOL AND SPA CODE AS AMENDED

   b. PUBLIC HEARING: ORDINANCE NO.'S (O)13-05 THROUGH (O)13-14, ADOPTING CERTAIN DOCUMENTS COLLECTIVELY KNOWN AS THE 2012 INTERNATIONAL BUILDING CODES, THE 2011 ELECTRICAL CODE AND THE 2012 POOL AND SPA CODE

3. DISCUSSION AND POSSIBLE ACTION TO INITIATE A ZONING CODE AMENDMENT TO SECTION 27.3, PUBLIC ARTWORK PROVISIONS; UPDATE ON PUBLIC ART ACTIVITIES

4. PUBLIC HEARING: ORDINANCE NO. (O)13-15, AMENDING THE ORO VALLEY TOWN CODE SECTION 3-2-5, TOWN ATTORNEY

5. PUBLIC HEARING: ORDINANCE NO. (O)13-16, AMENDING THE ORO VALLEY TOWN CODE SECTION 3-2-1, TOWN MANAGER

6. PUBLIC HEARING: ORDINANCE NO. (O)13-17, AMENDING THE ORO VALLEY TOWN CODE SECTION 3-6-7, POWERS AND DUTIES OF THE PARKS AND RECREATION ADVISORY BOARD

7. DISCUSSION AND POSSIBLE ACTION REGARDING WHETHER TO REIMBURSE GENERAL FUND CONTINGENCY RESERVES USED TO PAY FOR TUCSON ELECTRIC POWER (TEP) UNDERGROUNDING COSTS OF $2.1 MILLION

FUTURE AGENDA ITEMS (The Council may bring forth general topics for future meeting agendas. Council may not discuss, deliberate or take any action on the topics presented pursuant to ARS 38-431.02H)

CALL TO AUDIENCE – At this time, any member of the public is allowed to address the Mayor and Town Council on any issue ***not listed on today's agenda.*** Pursuant to the Arizona Open Meeting Law, individual Council Members may ask Town Staff to review the matter, ask that the matter be placed on a future agenda, or respond to criticism made by speakers. However, the Mayor and Council may not discuss or take legal action on matters raised during "Call to Audience." In order to speak during "Call to Audience" please specify what you wish to discuss when completing the blue speaker card.

ADJOURNMENT

POSTED: 5/8/13 at 5:00 p.m. by mrs

When possible, a packet of agenda materials as listed above is available for public inspection at least 24 hours prior to the Council meeting in the office of the Town Clerk between the hours of 8:00 a.m. – 5:00p.m.

The Town of Oro Valley complies with the Americans with Disabilities Act (ADA). If any person with a disability needs any type of accommodation, please notify the Town Clerk's Office at least five days prior to the Council meeting at 229-4700.

INSTRUCTIONS TO SPEAKERS

Members of the public have the right to speak during any posted public hearing. However, those items not listed as a public hearing are for consideration and action by the Town Council during the course of their business meeting. Members of the public may be allowed to speak on these topics at the discretion of the Chair.

If you wish to address the Town Council on any item(s) on this agenda, please complete a speaker card located on the Agenda table at the back of the room and give it to the Town Clerk. **Please indicate on the speaker card which item number and topic you wish to speak on, or if you wish to speak during "Call to Audience", please specify what you wish to discuss when completing the blue speaker card.**

Please step forward to the podium when the Mayor announces the item(s) on the agenda which you are interested in addressing.

1. For the record, please state your name and whether or not you are a Town resident.
2. Speak only on the issue currently being discussed by Council. Please organize your speech, you will

only be allowed to address the Council once regarding the topic being discussed.
3. Please limit your comments to 3 minutes.
4. During “Call to Audience” you may address the Council on any issue you wish.
5. Any member of the public speaking must speak in a courteous and respectful manner to those present.

Thank you for your cooperation.

Town Council Regular Session **Item # 1.**

Meeting Date: 05/15/2013

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Public Safety Providers Quarterly Report

Attachments

Public Safety Providers Quarterly Report

OVPD 1st Quarter Statistics

Golder Ranch Fire District - Oro Valley
Call Summary
Third Quarter FY 2012-2013 (January – March 2013)

Sun City Station 374	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	291	73%
Dispatch to At Scene <6:00 minutes -FIRE	1	0%
Average Dispatch to At Scene Time	**4:16**	

Woodburne Station 375	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	345	56%
Dispatch to At Scene <6:00 minutes -FIRE	1	0%
Average Dispatch to At Scene Time	**4:54**	

Lambert Station 376	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	150	65%
Dispatch to At Scene <6:00 minutes -FIRE	0	0%
Average Dispatch to At Scene Time	**4:49**	

Oracle Rd. Station 377	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	192	68%
Dispatch to At Scene <6:00 minutes -FIRE	4	50%
Average Dispatch to At Scene Time	**4:42**	

Average Total All Oro Valley Stations	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	978	66%
Dispatch to At Scene <6:00 minutes -FIRE	6	33%
Average Dispatch to At Scene Time	**4:37**	

Average Total All Oro Valley Stations -2nd Fire Unit	# of calls	%
2nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	5	60%
Average Dispatch to At Scene Time for 2nd Fire Unit	**8:15**	

Golder Ranch - Oro Valley Call Load Breakdown

Third Quarter FY 2012 - 2013 (January - March 2013)

Final Type Reference

CALL TYPE	Sun City	Woodburne	Lambert	Oracle		TOTAL
Aircraft						
Brush / Vegetation		1	1			2
Building				2		2
Electrical / Motor		1	1			2
Fires - All Other	3	1	2	4		10
Gas Leak	1	1		1		3
Hazmat	1					1
Trash / Rubish				1		1
Unauthorized Burning			1	1		2
Vehicle			1	2		3
Total Fire Calls	**5**	**4**	**6**	**11**		**26**
Animal Problem						
Animal Rescue						
Assist -Other	7	23	11	17		58
Battery Change	24	23	31	9		87
Bee Swarm						
Defective Appliance						
Invalid Assist	19	21	14	10		64
Snake	23	25	39	14		101
Lockout	1	1	3	1		6
Fire Now Out		1	2			3
Total Service Calls	**74**	**94**	**100**	**51**		**319**
Alarms (Fire, Smoke. CO)	9	10	5	9		33
Cancelled / Negative Incident	1	10	5	5		21
Smoke / Odor Investagation	1	5	2	2		10
Total Good Intent Calls	**11**	**25**	**12**	**16**		**64**
Motor Vehicle Accident	3	4	7	11		25
Rescue (high, trench, water)						
All Other EMS Incidents	288	341	143	181		953
Total EMS Type Calls	**291**	**345**	**150**	**192**		**978**
TOTAL ALL CALLS	**381**	**468**	**268**	**270**		**1387**

Golder Ranch Fire District – Oro Valley
Detailed Fire Response Report
Third Quarter FY 2012-2013
January – March 2013

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
1/13/13	871	HOUSE	16:11:22	EN377	16:12:16	16:16:19	**4:57**
St.377							
Caller reporting a large amount of smoke in house after lighting fireplace. EN377 reports fire contained to fireplace, flu to chimney was closed. Other units can cancel. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
1/15/13	1050	HOUSE	15:34:14	EN377	15:36:13	15:41:47	**7:33**
St.377			15:36:17	EN376	15:36:28	15:43:28	**7:11**
Calling party is resident stating they believe they have a broken water pipe that is energizing an electrical wire in the ceiling. Upon arrival, crews found no fire problem but did mitigate both a water pipe and electrical issue. NEGATIVE INCIDENT. Units were very busy at the time of this call due to another house fire call in Catalina and multiple water pipe calls due to the freeze. Call will be counted.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
1/24/13	1674	MOBILE	10:10:52	LT375	10:11:20	10:18:31	**7:39**
St.377				EN376	10:12:02	10:22:19	**11:27**
Reported as a mobile home on fire. Units en-route report smoke and flames showing. LT375 on-scene with a motor home fire. This incident was located at the end of La Reserve. WORKING INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
1/30/13		APTS	04:05:32	EN377	04:07:22	04:10:01	**4:29**
St.377				EN376	04:07:21	04:12:49	**7:17**
Received call from Rural Metro indicating smoke and flames from an apartment. Fire was contained to some storage boxes on a patio. WORKING INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
2/1/13	2262	HOUSE	09:10:44	LT375	09:11:52	09:17:01	**6:17***
St.375				EN374	09:11:59	09:17:15	**6:31***
Caller is a neighbor that see's smoke coming from a house. Caller is unsure of the address but is located west of her location. LT375 and EN374 locate the address and find it is only a BBQ producing a large amount of smoke. NEGATIVE INCIDENT. *Call was for an unknown address and will not be counted.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
3/2/13	4121	HOUSE	13:38:47	LT375	13:41:54	13:47:17	**8:30**
St.375				EN374	13:41:09	13:47:22	**8:35**
Calling party reported a small fire inside the garage. Fire was found to be contained to a mattress inside the garage. Negative fire extension. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
3/20/13	5445	HOUSE	13:28:31	EN374	13:30:51	13:35:09	**6:38**
St.374				EN370	13:29:03	13:36:15	**7:44**
Calling party reports that hot work was being performed on an air conditioner unit and believes that the heat has started a fire in the wall. EN374 finds smoke and small fire coming from wall with minimal fire extension. Units on scene can handle. WORKING INCIDENT.							

Golder Ranch Fire District - Third Quarter FY 2012-2013 (Jan. - Mar. 2013) - Oro Valley Report Summary

All GRFD Oro Valley Stations	Time	#of Calls	Adopted Standard %	Actual %	Description of Variance
Dispatch to At Scene - FIRE	< 6:00	6	90%	33%	
Time to achieve Adopted Standard of 90%	8:30				
Average Dispatch to At Scene Time	6:34				

Dispatch to At Scene - EMS	< 5:00	978	90%	66%	Furthest west portion of area
Time to achieve Adopted Standard of 90%	6:44				Slick roads
					Speed bumps in parking lot
					Far from station -many residential streets
					Actual apartment on vary back side of complex
					Through school zone
					Construction on Lambert
Average Dispatch to At Scene Time	4:37				

2nd Fire Unit Dispatch to At Scene	< 8:00	5	90%	60%	
Time to achieve Adopted Standard of 90%	11:27				
Average Dispatch to At Scene Time	8:15				

SWA - Oro Valley Transport Units	Time	#of Calls	Adopted S	Actual %	Description of Variance
Dispatch to At Scene - ALS Transport Unit	< 8:00	350	90%	94%	Calls are in compliance
Time to achieve Adopted Standard of 90%	Achieved				
Average Dispatch to At Scene Time	7:34				

Mountain Vista Fire District - Oro Valley
Call Summary
Third Quarter FY 2012-2013 (Jan. – Mar. 2013)

MVFD Station 610	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	63	91%
Dispatch to At Scene <6:00 minutes -FIRE	4	100%
Average Dispatch to At Scene Time	**4:15**	

Average Total All Oro Valley Stations -2nd Fire Unit	# of calls	%
2nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	2	100%
Average Dispatch to At Scene Time for 2nd Fire Unit	**4:22**	

Other Miscellaneous Fire Calls – Oro Valley Stations	# of calls	%
Dispatch to At Scene <6:00 minutes -FIRE	0	0%
Average Dispatch to At Scene Time	**0:00**	

Mountain Vista Fire District – Oro Valley
Detailed Fire Response Report
Third Quarter FY 2012-2013 (Jan. – Mar. 2013)

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
1/30/13	10708	COMM STRUC FIRE	4:01:30	E610	4:02:43	4:05:55	**4:25**
St.610							
E610 responded code-3 from QRTRS for commercial structure fire. E610 advised dispatch that location was within GRFD. E610 continued code-2 to investigate. E610 had smoke showing from northern and hardy. On scene found smoke coming from back of apartment building. E610 entered apartment three with PW can and 200ft 1 3/4 hose line. E610 primary all clear via speaking with tenant who is outside, and OVPD had evacuated neighboring apartments. E610 found light smoke in interior and located fire on back patio. E610 extinguished fire. L610 assigned to assist E610 crew and also perform secondary search which was clear. GRFD arrived on scene and E610 performed face to face passage of command. GRFD requested no additional assistance. E610 turned scene to E377 and TNFA, ARTQ.							

MVFD Third Quarter FY 2012-2013 (Jan. - Mar. 2013) - Oro Valley Report Summary

RMFD	Time	#of Calls	Adopted Standard %	Actual %	Description of Variance
Dispatch to At Scene - FIRE	< 6:00	4	90%	100%	
Time to achieve Adopted Standard of 90%	N/A				
Average Dispatch to At Scene Time	4:25				

Dispatch to At Scene - EMS	< 5:00	63	90%	91%	
Time to achieve Adopted Standard of 90%					
Average Dispatch to At Scene Time	3:30				

2nd Fire Unit Dispatch to At Scene	< 8:00	2	90%	100%	
Time to achieve Adopted Standard of 90%	N/A				
Average Dispatch to At Scene Time	4:22				

SWA - Oro Valley Transport Units	Time	#of Calls	Adopted S	Actual %	Description of Variance
Dispatch to At Scene - ALS Transport Unit	< 8:00	52	90%	90%	
Time to achieve Adopted Standard of 90%	Achieved				
Average Dispatch to At Scene Time	6:51				

ORO VALLEY POLICE DEPARTMENT POLICE ACTIVITY SUMMARY

2013	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total Calls	**4260**	1533	1273	1454									
Commercial Veh Enforcement	**92**	18	54	20									
Residential Burglaries	**19**	5	6	8									
Non-Residential Burglaries	**11**	3	5	3									
All Burglary Attempts	**5**	5	0	0									
Thefts	**148**	57	37	54									
Vehicle Thefts	**4**	4	0	0									
Recovered Stolen Vehicles	**2**	0	1	1									
Attempted Vehicle Thefts	**1**	0	0	1									
DUI	**44**	11	17	16									
Liquor Laws	**4**	1	0	3									
Drug Offenses	**28**	6	12	10									
Homicides	**1**	0	1	0									
Robbery	**1**	0	1	0									
Assault	**44**	24	11	9									
Total Arrests	**411**	136	131	144									
Assigned Cases	**175**	75	41	59									
Alarms (Residential)	**175**	63	53	59									
Alarms (Business)	**83**	27	22	34									
K9 Searches	**182**	125	20	37									
First Aid Calls	**720**	270	214	236									
Fatal Accidents**	**0**	0	0	0									
Accidents**	**113**	34	45	34									
Citations (Traffic)*	**966**	487	479	**									
Written Warnings/Repair Orders*	**960**	486	474	**									
Public Assists***	**268**	87	97	84									
Reserve Man Hours	**89**	27	27	35									
Business Checks***	**1905**	624	625	656									
Drug Task Force Arrest	**17**	11	5	1									
CVAP Dark House Cks	**752**	238	206	308									
CVAP Public Assists	**132**	40	45	47									
CVAP Total Hours	**3722.5**	1220	1280	1222.5									

** Traffic data delayed 30 days due to data entry backlog; this now includes the category "Written Warnings/Repair Orders". Previous monthly totals updated.*
*** DUI Accidents are now included in Fatal Accident and Accident totals. Previous monthly totals have been updated.*
****"Public Assists" numbers are now separated from CVAP Public Assist numbers. "Dark House Checks" re-categorized as "Business Checks" for officers only.*
Based on further investigation, actual classifications may change resulting in small variances of case counts. Arrest totals are subject to increase monthly.

	Jan-Mar 2011	Jan-Mar 2012	Jan-Mar 2013		March 2011	March 2012	March 2013
Total Calls	4294	4075	4260		1498	1400	1454
Commercial Veh Enforcement	52	110	92		2	6	20
Residential Burglaries	16	14	19		9	6	8
Non-Residential Burglaries	1	4	11		0	1	3
All Burglary Attempts	5	2	5		2	1	0
Thefts	156	146	148		50	54	54
Vehicle Thefts	10	7	4		2	2	0
Recovered Stolen Vehicles	2	4	2		0	2	1
Attempted Vehicle Thefts	0	3	1		0	0	1
DUI Arrests	44	43	44		20	17	16
Liquor Laws	11	6	4		2	4	3
Drug Offenses	50	45	28		14	16	10
Homicides	0	1	1		0	0	0
Robbery	1	1	1		1	1	0
Assault	35	30	44		16	8	9
Total Arrests	517	405	411		167	145	144
Assigned Cases	225	185	175		80	66	59
Alarms (Residential)	169	163	175		57	62	59
Alarms (Business)	101	105	83		33	27	34
K9 Searches	75	81	182		24	19	37
First Aid Calls	654	655	720		230	234	236
Fatal Accidents*	0	1	0		0	0	0
Accidents*	145	135	113		50	45	34
Citations (Traffic)**	1027	1009	**		283	220	**
Written Warnings/Repair Orders**	623	774	**		149	141	**
Public Assists***	486	890	268		188	77	84
Reserve Man Hours	0	0	89		0	0	35
Business Checks***	3549	8192	1905		1062	683	656
Drug Task Force Arrest	36	5	17		19	0	1
CVAP Dark House Cks	1150	1083	752		291	297	308
CVAP Public Assists	197	228	132		62	76	47
CVAP Total Hours	4075	4100	3722.5		1245	1465	1222.5

*"Fatal Accidents" & "Accidents" categories now include DUI-related fatal accidents & accidents

**"Written Warnings/Repair Orders" category now replaces "Warnings" and "Repair Orders" categories. Previous year totals updated to reflect the change. Traffic data delayed for data entry backlog.

***"Business checks" are now a separate category from "Dark House Checks". Business checks & Public Assist totals no longer include CVAP numbers.

ORO VALLEY POLICE DEPARTMENT
MONTHLY BREAKDOWN OF CITATIONS BY VIOLATION

Citations 2012	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOWN CODE	434	34	39	34	31	69	50	53	39	23	29	18	15
TITLE 28 VIOLATIONS													
SIZE, WEIGHT, LOAD	6	0	0	1	0	0	0	0	1	3	0	1	0
INSURANCE VIOLATION	1047	85	84	45	72	94	76	78	108	85	120	106	94
REGISTRATION VIOLATION	502	34	39	20	27	31	38	44	45	57	67	46	54
DRIVERS LICENSE VIOLATION	386	20	37	16	27	44	28	28	40	43	38	37	28
DUI ARRESTS	196	12	14	17	12	22	23	16	24	21	7	15	13
RECKLESS/AGGRESSIVE DRIVING	13	2	2	1	0	1	1	0	0	1	1	2	2
SPEEDING	1855	159	187	82	120	193	94	99	205	196	214	153	153
LANE VIOLATIONS	189	16	15	7	16	18	13	15	22	16	19	19	13
RED LIGHT	114	8	2	6	9	6	9	8	13	15	15	13	10
STOP SIGN	46	2	7	0	2	3	1	5	12	5	1	4	4
FAILURE TO YIELD	121	16	5	7	11	5	4	7	10	14	20	10	12
SEATBELT VIOLATION	135	4	17	10	1	4	7	7	25	17	23	14	6
CHILD RESTRAINT	5	0	0	1	2	0	0	0	0	0	1	0	1
EQUIPMENT VIOLATIONS	48	1	2	0	5	1	1	2	10	7	10	4	5
PARKING	9	0	1	1	0	0	0	2	1	0	2	2	0
LITTERING	21	1	1	1	1	0	1	0	7	2	1	3	3
OTHER CITATIONS	152	10	6	5	6	9	8	17	9	18	23	33	8
Total Citations	4845	370	419	220	311	431	304	328	532	500	562	462	406

Based on further investigation and updating of information, actual classifications may change resulting in small variances in counts.

DUI totals updated 01/16/13

**DUIs are arrest counts, not citations counts*

ORO VALLEY POLICE DEPARTMENT
MONTHLY BREAKDOWN OF CITATIONS BY VIOLATION

Citations 2013	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOWN CODE	45	17	28										
TITLE 28 VIOLATIONS													
SIZE, WEIGHT, LOAD	0	0	0										
INSURANCE VIOLATION	204	106	98										
REGISTRATION VIOLATION	101	52	49										
DRIVERS LICENSE VIOLATION	67	29	38										
DUI ARRESTS	28	11	17										
RECKLESS/AGGRESSIVE DRIVING	2	1	1										
SPEEDING	368	199	169										
LANE VIOLATIONS	33	18	15										
RED LIGHT	25	11	14										
STOP SIGN	4	3	1										
FAILURE TO YIELD	19	9	10										
SEATBELT VIOLATION	33	20	13										
CHILD RESTRAINT	0	0	0										
EQUIPMENT VIOLATIONS	18	9	9										
PARKING	1	0	1										
LITTERING	4	3	1										
OTHER CITATIONS	59	16	43										
Total Citations	966	487	479										

Based on further investigation and updating of information, actual classifications may change resulting in small variances in counts.

DUI totals updated 01/16/13

**DUIs are arrest counts, not citations counts*

ORO VALLEY POLICE DEPARTMENT
January 2013

Priority 1		# of calls	%
Dispatch Time	< 1 minute	25	96%
	> 1 minute	1	4%
Travel Time	< 4 minutes	21	81%
	> 4 minutes	5	19%
Total Response Time			
Goal: Total Response <5 minutes 90% of the time			
	< 5 minutes	22	85%
	> 5 minutes	4	15%
Total Calls	**26**		

Average Overall Response Time 3:34

Priority 2		# of calls	%
Dispatch Time	< 2 minute	52	96%
	> 2 minute	2	4%
Travel Time	< 6 minutes	45	83%
	> 6 minutes	9	17%
Total Response Time			
Goal: Total Response <8 minutes 90% of the time			
	< 8 minutes	47	87%
	> 8 minutes	7	13%
Total Calls	**54**		

Average Overall Response Time 4:49

Priority 3		# of calls	%
Dispatch Time	< 5 minute	360	97%
	> 5 minute	11	3%
Travel Time	<10 minutes	342	92%
	>10 minutes	29	8%
Total Response Time			
Goal: Total Response <15 minutes 90% of the time			
	< 15 minutes	354	95%
	> 15 minutes	17	5%
Total Calls	**371**		

Average Overall Response Time 7:00

Priority 4		# of calls	%
Dispatch Time	< 10 minute	804	97%
	> 10 minute	25	3%
Travel Time	< 20 minutes	815	98%
	> 20 minutes	14	2%
Total Response Time			
Goal: Total Response <30 minutes 90% of the time			
	< 30 minutes	819	99%
	> 30 minutes	10	1%
Total Calls	**829**		

Average Overall Response Time 7:05

ORO VALLEY POLICE DEPARTMENT
February 2013

Priority 1		# of calls	%
Dispatch Time	< 1 minute	18	90%
	> 1 minute	2	10%
Travel Time	< 4 minutes	17	85%
	> 4 minutes	3	15%
Total Response Time			
Goal: Total Response <5 minutes 90% of the time			
	< 5 minutes	17	85%
	> 5 minutes	3	15%
Total Calls	**20**		

Average Overall Response Time 3:41

Priority 2		# of calls	%
Dispatch Time	< 2 minute	48	94%
	> 2 minute	3	6%
Travel Time	< 6 minutes	39	76%
	> 6 minutes	12	24%
Total Response Time			
Goal: Total Response <8 minutes 90% of the time			
	< 8 minutes	43	84%
	> 8 minutes	8	16%
Total Calls	**51**		

Average Overall Response Time 4:55

Priority 3		# of calls	%
Dispatch Time	< 5 minute	294	98%
	> 5 minute	5	2%
Travel Time	<10 minutes	271	91%
	>10 minutes	28	9%
Total Response Time			
Goal: Total Response <15 minutes 90% of the time			
	< 15 minutes	293	98%
	> 15 minutes	6	2%
Total Calls	**299**		

Average Overall Response Time 6:54

Priority 4		# of calls	%
Dispatch Time	< 10 minute	671	97%
	> 10 minute	19	3%
Travel Time	< 20 minutes	681	99%
	> 20 minutes	9	1%
Total Response Time			
Goal: Total Response <30 minutes 90% of the time			
	< 30 minutes	685	99%
	> 30 minutes	5	1%
Total Calls	**690**		

Average Overall Response Time 7:29

ORO VALLEY POLICE DEPARTMENT
March 2013

Priority 1		# of calls	%
Dispatch Time	< 1 minute	25	89%
	> 1 minute	3	11%
Travel Time	< 4 minutes	22	79%
	> 4 minutes	6	21%
Total Response Time			
Goal: Total Response <5 minutes 90% of the time			
	< 5 minutes	23	82%
	> 5 minutes	5	18%
Total Calls	**28**		

Average Overall Response Time 3:37

Priority 2		# of calls	%
Dispatch Time	< 2 minute	57	93%
	> 2 minute	4	7%
Travel Time	< 6 minutes	52	85%
	> 6 minutes	9	15%
Total Response Time			
Goal: Total Response <8 minutes 90% of the time			
	< 8 minutes	53	87%
	> 8 minutes	8	13%
Total Calls	**61**		

Average Overall Response Time 4:31

Priority 3		# of calls	%
Dispatch Time	< 5 minute	317	95%
	> 5 minute	15	5%
Travel Time	<10 minutes	307	92%
	>10 minutes	25	8%
Total Response Time			
Goal: Total Response <15 minutes 90% of the time			
	< 15 minutes	322	97%
	> 15 minutes	10	3%
Total Calls	**332**		

Average Overall Response Time 6:52

Priority 4		# of calls	%
Dispatch Time	< 10 minute	796	97%
	> 10 minute	25	3%
Travel Time	< 20 minutes	810	99%
	> 20 minutes	11	1%
Total Response Time			
Goal: Total Response <30 minutes 90% of the time			
	< 30 minutes	814	99%
	> 30 minutes	7	1%
Total Calls	**821**		

Average Overall Response Time 7:19

Town Council Regular Session **Item # 1.**

Meeting Date: 05/15/2013

Proclamation - Poppy Days

Information

Subject

Proclamation - Oro Valley American Legion Auxiliary Poppy Days - May 24-26, 2013

Summary

Attachments

Proclamation

Office of the Mayor

Oro Valley, Arizona

Proclamation

THE ORO VALLEY AMERICAN LEGION AUXILIARY POPPY DAYS
May 24 – 26, 2013

WHEREAS, the American Legion Auxiliary, established in 1919 by an act of Congress, is the world's largest patriotic service organization of women with 900,000 members; and

WHEREAS, the members of the American Legion Auxiliary are dedicated to upholding the ideals of freedom and democracy, while working to make a difference in the lives of fellow Americans; and

WHEREAS, the members of American Legion Auxiliary Oro Valley Unit 132 understand the sacrifice members of our Armed Forces have made to preserve the freedom for all Americans; and

WHEREAS, the observance of Memorial Day provides an opportunity to honor our fallen heroes by wearing a red American Legion Auxiliary "remembrance" poppy as a symbol of the price of war and the sacrifice of so many.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, do hereby proclaim May 24th through May 26th, as **Oro Valley American Legion Auxiliary Poppy Days** and, in conjunction with the observance of Poppy Days, everyone is urged to support the Oro Valley American Legion Auxiliary Unit by wearing a red remembrance poppy this Memorial Day weekend.

Dated this 15th day of May, 2013

ATTEST:

Dr. Satish I. Hiremath, Mayor

Julie K. Bower, Town Clerk

Town Council Regular Session **Item # A.**

Meeting Date: 05/15/2013

Requested by: Stacey Lemos **Submitted By:** Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2012/2013 Financial Update through March 2013

RECOMMENDATION:

This item is for information only.

EXECUTIVE SUMMARY:

In the General Fund (see attachment A), revenues collected through March totaled $20.5 million, or 76.7% of the budget amount of $26.7 million. Year to date expenditures through March totaled $18.0 million, or 68.4% of the budget amount of $26.3 million.

In the Highway Fund (see attachment B), revenues collected through March totaled $2.6 million, or 78.3% of the budget amount of $3.3 million. Year to date expenditures through March totaled $2.1 million, or 56.2% of the budget amount of $3.7 million.

In the Bed Tax Fund (see attachment C), revenues collected through March totaled $549,902, or 69.8% of the budget amount of $788,000. Year to date expenditures through March totaled $234,334, or 49.7% of the budget amount of $472,000.

BACKGROUND OR DETAILED INFORMATION:

Attachment A shows General Fund revenues and expenditures through March, as well as year-end estimates for each category. The estimated year-end projections in the General Fund are as follows:

Revenues	$27,313,853
Less:	
Expenditures	($27,347,124)
Less:	
Other Financing Uses	($ 1,168,577)
Est. Decrease in Fund Balance	($ 1,201,848) **

** Please note that year-end projections for the General Fund now include the Council-approved $2.1 million payment to Tucson Electric Power (TEP) for undergrounding of utility lines and the planned $300,000 transfer out to the Benefit Self Insurance Fund to establish the beginning reserve in that fund.

General Fund Revenues

• Local sales tax collections in the General Fund total $9,599,526, which is $822,218 or 9.4% more than

the amount collected in FY 11/12 through March. This increase is due to growth in construction and retail tax revenues, as well as the utility tax increase that became effective in August 2011. Sales tax collections in the General Fund are estimated to come in over budget by $452,940.
• License and Permit revenues are estimated to come in over budget by $594,464 due to increased residential and commercial permit activity.
• Charges for Services revenues are estimated to come in over budget by $105,426 due mainly to higher than anticipated recreation user fees derived from recreation programs.
• The Other Intergovernmental category has been reduced by $194,444 in the Pima County Library District Reimbursement line item to account for savings realized in Library budgeted expenditures.
• Federal grant revenues have been reduced by $278,768 primarily due to grant funds for Transit vehicles that will not be received this year. This reduction is offset by corresponding expenditure savings.
• State shared revenue collections total $6,682,360 which is $555,393, or 9% more than the amount collected in FY 11/12 through March. State shared revenue collections are estimated to come in under budget by $68,587 due to lower than anticipated state sales tax collections per the Arizona Department of Revenue.
• Staff will continue to monitor revenue collections and may adjust the year-end estimates based on actual trends.

Highway Fund Revenues

• Construction tax revenues in the Highway Fund totaled $411,975 through March, which is $202,228 or 96.5% more than the amount collected in FY 11/12 through March. Construction tax revenues in the Highway Fund are estimated to come in over budget by $295,164. Staff will continue to monitor revenue collections and may adjust the year-end estimates based on actual trends.
• State shared highway user funds totaled $1,837,412 through March, which is $148,377 or 8.8% more than the amount collected in FY 11/12 through March.

Bed Tax Revenues

• Bed tax revenues totaled $546,612 through March, which is $5,216 or 1% more than the amount collected in FY 11/12 through March.

General Fund Expenditures

• Expenditures are estimated to come in over budget by $1,082,133 or 4.1%, due to the TEP undergrounding costs. Please note that year-end estimates are subject to further revision.

Highway Fund Expenditures

• Expenditures are estimated to come in under budget by $95,762 or 2.6%, due to projected vacancy and O&M savings.

Bed Tax Fund Expenditures

• Expenditures are estimated to come in under budget by $84,952 or 18%, due mainly to projected vacancy savings and the discontinued contract payment to TREO.

Please see Attachments A, B, and C for additional detail on the General Fund, Highway Fund and Bed Tax Fund. See Attachment D for estimated vacancy savings. See Attachment E for a fiscal year-to-date consolidated summary of all Town Funds.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This item is for information only.

Attachments

Attachment A - General Fund

Attachment B - Highway Fund

Attachment C - Bed Tax Fund

Attachment D - Vacancy Savings Report

Attachment E - Summary All Funds

ATTACHMENT A

March YTD Financial Status

FY 2012/2013

General Fund

% Budget Completion through March --- 75%

	Actuals thru 3/2013	Budget	% Actuals to Budget	Year End Estimate *	YE $ Variance to Budget	YE % Variance to Budget
REVENUES:						
LOCAL SALES TAX	9,599,526	12,327,995	77.9%	12,780,935	452,940	3.7%
LICENSES & PERMITS	1,436,636	936,469	153.4%	1,530,933	594,464	63.5%
FEDERAL GRANTS	401,188	983,000	40.8%	704,232	(278,768)	-28.4%
STATE GRANTS	681,719	1,014,042	67.2%	1,032,200	18,158	1.8%
STATE/COUNTY SHARED	6,682,360	9,175,117	72.8%	9,106,530	(68,587)	-0.7%
OTHER INTERGOVERNMENTAL	388,969	613,413	63.4%	418,969	(194,444)	-31.7%
CHARGES FOR SERVICES	953,309	1,217,556	78.3%	1,322,982	105,426	8.7%
FINES	133,419	190,000	70.2%	180,000	(10,000)	-5.3%
INTEREST INCOME	51,545	89,000	57.9%	62,275	(26,725)	-30.0%
MISCELLANEOUS	126,414	134,000	94.3%	174,796	40,796	30.4%
TOTAL REVENUES	**20,455,085**	**26,680,592**	**76.7%**	**27,313,853**	**633,261**	**2.4%**

	Actuals thru 3/2013	Budget	% Actuals to Budget	Year End Estimate *	YE $ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
COUNCIL	167,526	224,618	74.6%	224,618	-	0.0%
CLERK	229,528	322,779	71.1%	318,608	(4,171)	-1.3%
MANAGER	453,795	728,645	62.3%	638,568	(90,077)	-12.4%
HUMAN RESOURCES	311,915	496,156	62.9%	464,107	(32,049)	-6.5%
FINANCE	506,238	744,111	68.0%	719,015	(25,096)	-3.4%
INFORMATION TECHNOLOGY	926,697	1,213,633	76.4%	1,213,633	-	0.0%
GENERAL ADMINISTRATION	1,154,952	1,859,094	62.1%	1,831,394	(27,700)	-1.5%
TEP undergrounding	-	-	0.0%	2,100,000	2,100,000	0.0%
LEGAL	516,059	816,559	63.2%	768,813	(47,746)	-5.8%
COURT	487,463	757,629	64.3%	726,527	(31,102)	-4.1%
DEV & INFRASTRUCTURE SVCS	2,382,559	3,803,751	62.6%	3,349,021	(454,730)	-12.0%
PARKS, REC, LIBRARY, & CULT RSCS	1,733,550	2,630,112	65.9%	2,400,481	(229,631)	-8.7%
POLICE	9,096,676	12,667,904	71.8%	12,592,339	(75,565)	-0.6%
TOTAL EXPENDITURES	**17,966,958**	**26,264,991**	**68.4%**	**27,347,124**	**1,082,133**	**4.1%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**2,488,127**	**415,601**		**(33,271)**	**(448,872)**	
TRANSFERS IN						
Bed Tax Fund - Gen Fund Allocation	-	176,747	0.0%	176,747	-	0.0%
TRANSFERS OUT						
Aquatic Center Project Fund	(910,000)	(910,000)	100.0%	(910,000)	-	0.0%
Benefit Self Insurance Fund	-	-	0.0%	(300,000)	(300,000)	0.0%
Debt Service Fund	-	(135,324)	0.0%	(135,324)	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	**(910,000)**	**(868,577)**	**104.8%**	**(1,168,577)**	**(300,000)**	**34.5%**
CHANGE IN FUND BALANCE	**1,578,127**	**(452,976)**		**(1,201,848)**	**(748,872)**	
BEGINNING FUND BALANCE						
Assigned - Comp. Absences & Unemploy Resrv		*1,608,035*		*1,608,035*	-	
Unassigned		*9,793,614*		*9,793,614*	-	
TOTAL BEGINNING FUND BALANCE		***11,401,649***		***11,401,649***	**-**	
ENDING FUND BALANCE **						
Assigned - Comp. Absences & Unemploy Resrv		*1,608,035*		*1,608,035*	-	
Unassigned		*9,340,638*		*8,591,766*	*(748,872)*	
TOTAL ENDING FUND BALANCE **		***10,948,673***		***10,199,801***	***(748,872)***	

* Year-end estimates are subject to further revision

** Ending Fund balance amounts are estimates and are subject to further revision

ATTACHMENT B

March YTD Financial Status

FY 2012/2013

Highway Fund

% Budget Completion through March --- 75%

	Actuals thru 3/2013	Budget	% Actuals to Budget	Year End Estimate *	YE $ Variance to Budget	YE % Variance to Budget
REVENUES:						
LOCAL SALES TAX	411,975	316,890	130.0%	612,054	295,164	93.1%
LICENSES & PERMITS	49,862	43,000	116.0%	51,480	8,480	19.7%
STATE GRANTS	126,156	260,000	48.5%	144,511	(115,489)	-44.4%
STATE/COUNTY SHARED	1,837,412	2,480,005	74.1%	2,480,005	-	0.0%
CHARGES FOR SERVICES	172,120	229,493	75.0%	229,493	-	0.0%
INTEREST INCOME	7,108	7,000	101.5%	7,200	200	2.9%
MISCELLANEOUS	14,708	10,000	147.1%	19,170	9,170	91.7%
TOTAL REVENUES	**2,619,341**	**3,346,388**	**78.3%**	**3,543,913**	**197,525**	**5.9%**

	Actuals thru 3/2013	Budget	% Actuals to Budget	Year End Estimate *	YE $ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
ADMINISTRATION	424,460	621,498	68.3%	621,498	-	0.0%
TRANSPORTATION ENGINEERING	717,451	1,616,873	44.4%	1,568,302	(48,571)	-3.0%
PAVEMENT MANAGEMENT	73,319	102,051	71.8%	102,051	-	0.0%
STREET MAINTENANCE	536,598	784,005	68.4%	764,222	(19,783)	-2.5%
TRAFFIC ENGINEERING	308,955	545,402	56.6%	517,994	(27,408)	-5.0%
TOTAL EXPENDITURES	**2,060,784**	**3,669,829**	**56.2%**	**3,574,067**	**(95,762)**	**-2.6%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**558,557**	**(323,441)**		**(30,153)**	**293,288**	
TRANSFERS IN	-	-	0.0%	-	-	0.0%
TRANSFERS OUT	-	-	0.0%	-	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	**-**	**-**	**0.0%**	**-**	**-**	**0.0%**
CHANGE IN FUND BALANCE	**558,557**	**(323,441)**		**(30,153)**	**293,288**	
BEGINNING FUND BALANCE						
Restricted		*3,017,431*		*3,017,431*	*-*	
TOTAL BEGINNING FUND BALANCE		***3,017,431***		***3,017,431***	***-***	
ENDING FUND BALANCE **						
Restricted		*2,693,990*		*2,987,278*	*293,288*	
TOTAL ENDING FUND BALANCE **		***2,693,990***		***2,987,278***	***293,288***	

* Year-end estimates are subject to further revision

** Ending Fund balance amounts are estimates and are subject to further revision

March YTD Financial Status

FY 2012/2013

Bed Tax Fund

% Budget Completion through March --- 75%

	Actuals thru 3/2013	Budget	% Actuals to Budget	Year End Estimate *	YE $ Variance to Budget	YE % Variance to Budget
REVENUES:						
BED TAXES	546,612	782,283	69.9%	782,283	-	0.0%
INTEREST INCOME	3,290	5,700	57.7%	3,975	(1,725)	-30.3%
TOTAL REVENUES	**549,902**	**787,983**	**69.8%**	**786,258**	**(1,725)**	**-0.2%**

	Actuals thru 3/2013	Budget	% Actuals to Budget	Year End Estimate *	YE $ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
ECONOMIC DEVELOPMENT	234,334	471,662	49.7%	386,710	(84,952)	-18.0%
TOTAL EXPENDITURES	**234,334**	**471,662**	**49.7%**	**386,710**	**(84,952)**	**-18.0%**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**315,568**	**316,321**		**399,548**	**83,227**	
TRANSFERS IN	-	-	0.0%	-	-	0.0%
TRANSFERS OUT						
General Fund/Debt Svc Transfer	-	(194,810)	0.0%	(176,747)	18,063	-9.3%
Aquatics Center Project Fund	(300,000)	(300,000)	100.0%	(300,000)	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	**(300,000)**	**(494,810)**	**60.6%**	**(476,747)**	**18,063**	**-3.7%**
CHANGE IN FUND BALANCE	**15,568**	**(178,489)**		**(77,199)**	**101,290**	
BEGINNING FUND BALANCE						
Committed		*622,918*		*622,918*	-	
TOTAL BEGINNING FUND BALANCE		***622,918***		***622,918***	**-**	
ENDING FUND BALANCE **						
Committed		*444,429*		*545,719*	*101,290*	
TOTAL ENDING FUND BALANCE **		***444,429***		***545,719***	***101,290***	

* Year-end estimates are subject to further revision
** Ending Fund balance amounts are estimates and are subject to further revision

ATTACHMENT D

FY 12/13 Town Vacancy Report as of March 31, 2013		
Fund	**Vacant FTEs**	**Estimated FY 12/13 Savings**
General Fund	2.00	318,845
Highway Fund	1.00	44,053
Bed Tax Fund	0.00	33,741
Water Utility Fund	0.00	23,239
Stormwater Utility Fund	0.00	-

CONSOLIDATED YEAR-TO-DATE FINANCIAL REPORT THROUGH MARCH, 2013

ATTACHMENT E

Fund	Actual FY 12/13 Begin Bal.	Revenue	Other Fin Sources/Tfrs	Total In	Capital Leases/ Transfer Out	Personnel	O&M	Capital	Contingency	Debt Service	Total Out	Left in Accounts Thru Mar 2013
General Fund - Unassigned	9,793,614	20,455,085	-	20,455,085	919,177	14,057,235	3,479,498	398,883	22,165	-	18,876,958	11,371,741
General Fund - Assigned	1,608,035											1,608,035
Highway Fund - Restricted	3,017,431	2,619,341	-	2,619,341	-	1,301,596	431,817	327,370	-	-	2,060,784	3,575,988
Seizure & Forfeiture - State	464,183	66,789	-	66,789	-	-	36,043	24,930	-	-	60,973	469,999
Seizure & Forfeiture - Justice	593,904	3,895	-	3,895	-	27,870	13,831	106,696	-	-	148,397	449,402
Bed Tax Fund - Committed	622,918	549,902	-	549,902	300,000	142,861	91,473	-	-	-	534,334	638,486
Impound Fee Fund	-	27,450	-	27,450	-	34,649	-	-	-	-	34,649	(7,199)
Municipal Debt Service Fund	1,164,733	114,415	-	114,415	-	-	4,400	-	-	693,861	698,261	580,887
Oracle Road Debt Service Fund	3,592	310,803	-	310,803	-	-	2,135	-	-	311,914	314,049	346
Alternative Water Resources Dev Impact Fee Fund	1,735,163	2,664,549	-	2,664,549	100,000	-	192,767	28,691	-	263,191	584,649	3,815,063
Potable Water System Dev Impact Fee Fund	3,379,205	544,904	-	544,904	-	-	-	-	-	61,468	61,468	3,862,641
Townwide Roadway Development Impact Fee Fund	2,228,996	1,657,510	-	1,657,510	-	-	-	2,557,735	-	-	2,557,735	1,328,771
Parks & Recreation Impact Fee Fund	112,053	160,286	-	160,286	-	-	-	90,099	-	-	90,099	182,239
Library Impact Fee Fund	110,192	4,606	-	4,606	-	-	-	-	-	-	-	114,798
Police Impact Fee Fund	102,329	84,815	-	84,815	-	-	-	82,645	-	-	82,645	104,499
General Government Impact Fee Fund	119,993	3,252	-	3,252	-	-	-	-	27,107	-	27,107	96,138
Naranja Park Fund	258,821	-	-	-	250,000	-	-	-	-	-	250,000	8,821
Aquatic Center Project Fund	3,122,332	26,729	1,460,000	1,486,729	-	-	218	4,009,716	-	-	4,009,934	599,128
Water Utility	10,002,917	8,273,489	100,000	8,373,489	-	1,836,468	3,386,429	1,258,252	-	675,869	7,157,017	11,219,389
Stormwater Utility	539,948	499,753	-	499,753	95,512	204,727	344,470	72,025	-	-	716,735	322,966
Fleet Fund	-	479,090	-	479,090	-	59,329	471,954	-	-	-	531,284	(52,193)
Benefit Self Insurance Fund	-	1,559,814	-	1,559,814	-	-	1,260,137	-	-	-	1,260,137	299,677
Recreation In-Lieu Fee Fund	155,830	-	-	-	-	-	-	104,336	-	-	104,336	51,495
Total	**39,136,190**	**40,106,477**	**1,560,000**	**41,666,477**	**1,664,689**	**17,664,736**	**9,715,172**	**9,061,378**	**49,272**	**2,006,302**	**40,161,550**	**40,641,116**

Town Council Regular Session **Item # B.**

Meeting Date: 05/15/2013

Requested by: Amanda Jacobs **Submitted By:** Amanda Jacobs, Town Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: January 1, 2013 - March 31, 2013

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2012/13 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau (MTCVB) stipulates that a quarterly report be compiled by MTCVB and submitted to the Economic Development Division and Council. The enclosed report satisfies the FPA requirement for the third quarter of FY 12/13.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2012/13 FPA between the Town of Oro Valley and MTCVB is $74,970.

SUGGESTED MOTION:

N/A

Attachments

MTCVB FPA

MTCVB Third Quarter Report

RESOLUTION NO. (R)12-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, pursuant to A.R.S. § 9-500.11, the Town may appropriate public monies for and in connection with economic development activities as long as there is adequate consideration; and

WHEREAS, the Town desires to continue to promote a business environment in Oro Valley that enhances economic vitality and improves the quality of life for its residents; and

WHEREAS, the Town of Oro Valley desires to enter into a Financial Participation Agreement with the Metropolitan Tucson Convention and Visitors Bureau (MTCVB); and

WHEREAS, it is in the best interest of the Town to enter into the Financial Participation Agreement with the MTCVB, attached hereto as Exhibit "A" and incorporated herein by this reference, to set forth the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Financial Participation Agreement between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau, attached hereto as Exhibit "A", is hereby authorized and approved.

SECTION 2. The Mayor and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 20th day of June, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: 6/21/12

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: 6/20/12

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

WHEREAS, it has been determined that the activities of Agency are in the public interest, and are such as to improve and promote the public welfare of the Town; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of Agency is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Section 1. Definitions

A. Tour Operator – a person who arranges and/or organizes groups of people to travel together to a destination and who also organizes tour packages and advertises them for people to buy.

B. Travel Agent Impressions – the number of travel agents who would likely read a tour brochure which a tour operator produced to promote tours that he or she organized.

Section 2. Statement of Purpose

Agency will initiate, implement and administer a comprehensive sales promotion and advertising program to attract an increasing number of convention delegates and vacationing tourists to the Town, thereby providing revenues to the community through transient rental and sales taxes, and contributing to the overall economic growth and continued viability of the tourism and hospitality industry.

Section 3. Services to be Performed by Agency

Agency performance measures outlined below are for FY 2012-13 (July 1, 2012 – June 30, 2013). The performance measures for FY 2013-14 (July 1, 2013 – June 30, 2014) will be determined at the end of FY 2012-13. The performance measures for FY 2014-15 (July 1, 2014 – June 30, 2015) will be determined at the end of FY 2013-2014.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Convention Sales

1. Generate 275 convention sales leads for Oro Valley properties.
2. Conduct 35 customer interaction/site inspections for Oro Valley properties.
3. Confirm 12 convention bookings for future dates for Oro Valley properties.
4. Confirm convention bookings for future dates resulting in 6,000 room nights for Oro Valley properties.

Convention Services

1. Service a minimum of 25 Oro Valley meetings and conventions.

Travel Industry Sales

1. Generate 35 domestic and international tour program leads and services for Oro Valley properties/venues.
2. Promote Oro Valley as one of the world's top leisure destinations to 500 targeted tour operator clients.
3. Generate a minimum of 600,000 tour operators and travel agent impressions via destination product offering in domestic and international tour operator catalogues.

Communications

1. Feature Oro Valley within the first 10 pages of the Official MTCVB Visit Guide
2. Reach a minimum of 750,000 readers/viewers through editorial placement.
3. Generate publicity with an equivalent advertising value of at least $20,000.00.

Marketing

1. Feature Oro Valley's Aquatic Facility in the online edition of the Sports Facility Guide
2. Generate no less than a total of 75,000 inquiries from high demographic customers in primary markets i.e. (Chicago, Los Angeles, New York) secondary markets (including Denver, San Diego, San Francisco) and Canada.
3. Generate a minimum of 1,250,000 unique visitors to the MTCVB website (www.visitTucson.org).
4. Generate 10,000 unique visitors to the Town of Oro Valley's and Oro Valley properties website (www.orovalleyaz.gov) from the MTCVB website (www.visitTucson.org).
5. Town officials may attend trade shows with MTCVB staff at the expense of the Town.

General Support

1. Consult with Town staff and officials on tourism sales and marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico marketing, leisure marketing and group sales initiatives.
2. One Town official will serve on the MTCVB Board of Directors.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 4. Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Seventy Four Thousand Nine Hundred Seventy Dollars ($74,970) shall be allocated to Agency.

Section 5. Responsibility for Open Records

Agency agrees to open to the public all records relating to any funds directly received from the Town that Agency distributes to any organization and/or individual.

Section 6. Evaluation Criteria and Reporting

A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.

B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

Section 7. Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

Agency shall provide the Finance Department of the Town, 15 days after MTCVB Board approval, a copy of the financial audit of Agency's operations by an independent certified public accountant, along with any management letter and, if applicable, Agency's plan for corrective action.

At any time during or after the period of this Agreement, the Town Finance Department and/or a Town agent may audit Agency's overall financial operation or compliance with the nondiscrimination clause of this Agreement for the Agreement period. Agency shall provide any financial reports, nondiscrimination policies and procedures or other documentation necessary to accomplish such audits.

Section 8. Matching Grants

Agency agrees to obtain Mayor and Council approval prior to applying for any matching grants involving the commitment of Town funds.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 9. Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Section 10. Sub-recipient Funding Agreements

Agency agrees to include in all of its sub-recipient funding agreements the nondiscrimination provisions contained in Section 8 herein.

Section 11. Term of Agreement

This Agreement between parties as described above shall be effective from July 1, 2012 through June 30, 2015.

A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.

At the end of the third fiscal year referred to above, the provisions of this agreement will be subject to review and renegotiations by the Town and the Bureau.

Section 12. Payment Withholding, Reduction, or Termination

The Town may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to Agency if:

A. Services are not rendered.
B. Agency fails to supply information or reports as required.
C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
D. Agency fails to make required payments to subcontractors.
E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.

F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

Such payment reductions or payment termination may result in Agency receiving a lesser total Town allocation under this Agreement than the maximum funding allocated. If reasons for withholding payments other than non-appropriation of funds have been corrected to the satisfaction of the Town, any amounts due shall be processed.

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2015.

Section 13. Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party or at such time, as in the opinion of the Town, Agency's performance hereunder is deemed unsatisfactory.

Section 14. Method of Payment

A. The parties have agreed that Agency will receive from the Town an amount not to exceed $74,970 for FY2012-13. The Agency will receive an amount not to exceed $120,000 for FY2013-14 and an amount not to exceed $175,000 for FY2014-15. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2012. Payments are to be made within forty (40) days after the close of each preceding quarter.

B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 16. Insurance

Agency agrees to:

A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

C. Agency will provide and maintain minimum insurance limits as follows:

COVERAGE AFFORDED	LIMITS OF LIABILITY
1. Workers' Compensation	Statute
2. Employer's Liability	$100,000
3. Comprehensive General Liability Insurance -- Including: (1) Products and Completed Operations (2) Blanket Contractual	$1,000,000 - Bodily Injury and Combined Single Limit $100,000 Property Damage

D. Agency shall adequately insure itself against claims based upon unlawful discrimination and violation of civil rights. The cost of this insurance shall be borne by Agency.

Section 17. Use of the Town Logo

The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

Section 18. Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, *et seq*.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF ORO VALLEY, a municipal corporation

Dr. Satish I. Hiremath, as Mayor
and not personally

ATTEST:

Deputy Clerk FOR
Julie K. Bower, as Town Clerk
and not personally

Date: 7/2/12

APPROVED AS TO FORM:

Tobin Rosen, as Town Attorney
and not personally

Date: 7/2/12

METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU, a non-profit Corporation

Agency Representative
and not personally

Title President + CEO

State of Arizona)
) ss.
County of Pima)

On this 23rd day of July, 2012, BRENT E. DERAAD, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on July 23, 2012.

Notary

My Commission Expires: 1/19/2015

"OFFICIAL SEAL"
Julie K. Bower
Notary Public Arizona
Pima County
My Commission Expires 1/19/2015

Tucson
Real. Natural. Arizona.

METROPOLITAN TUCSON CONVENTION & VISITORS BUREAU

QUARTERLY PROGRESS REPORT
January 2013 through March 2013
Submitted To: Amanda Jacobs, Economic Development Manager
By: Brent DeRaad, President/CEO
In accordance with Resolution No. (R) 12-37

The Metropolitan Tucson Convention and Visitors Bureau (CVB) will initiate, implement and administer a comprehensive sales, promotion and advertising program to attract an increasing number of convention delegates and vacationing tourists to the Town, thereby providing revenues to the community through transient rental and sales taxes, and contributing to the overall economic growth and continued viability of the tourism and hospitality industry. Below is data on activity that the CVB has addressed through this quarter:

Key Measures of Performance	Adopted FY2013	Current Quarter	Year-to Date	FYTD 2011-12
1. Convention Sales				
Sales Leads	275	88	239	260
Site Inspections	35	9	24	34
Future Bookings	12	8	24	11
Room Nights of Future Bookings	6,000	3,291	13,119	4,362
2. Convention Services				
Meetings/Conventions Serviced	25	4	22	31
3. Travel Industry Sales				
Leads/Services	35	13	32	27
Promote to Targeted Tour Operator Clients	500	133	1,164	1,274
Impressions Via Tour Operator Catalogs	600,000	1,201,000	2,007,600	423,300
4. Communications				
Travel Articles	31	23	35	29
Readers/Viewers through Editorial Placements	750,000	3,767,882	52,283,866	593,433
Publicity Value	$20,000	$15,498	$18,090	$27,490
5. Marketing				
Generate Inquiries from Primary Markets	75,000	25,771	57,276	56,258
Unique Visitors to MTCVB Website	1.25M	351,667	919,063	972,900
Unique Visitors to Oro Valley via MTCVB Website	10,000	2,864	9,543	12,309

100 South Church Avenue Tucson, Arizona 85701
520.624.1817 **800.638.8350** f: 520.884.7804 **www.visitTucson.org**

1. Fiscal year to date CVB bookings in Oro Valley have exceeded last year's totals as well as expectations in both number and quality. Several large meetings bookings (approx 1000 rooms) for future years account for a $2 million increase in the economic impact on Oro Valley. Vietnam Veterans of America, International Applied Geochemistry Symposium & HTBN's All Officers Meeting are just a few 2012-2013 bookings for the Hilton El Conquistador from CVB leads. Renovations and improvements to The Hilton El Conquistador and the focused & energetic effort by the property's sales staff have complemented the CVB's efforts.

2. Convention Services Director Jane Roxbury led the CVB team in promoting this year's very successful Tucson Gem, Mineral & Fossil Showcase. Jane served as a liaison between show owners, the City of Tucson and show buyers and attendees.

   Our expanded gem show welcome program included more than 300 businesses across the metro area, including Oro Valley. Local restaurants, shops and other venues displayed colorful window clings and signage throughout the event. The more than 40 representatives who attended the January Oro Valley Chamber luncheon also received a little history, a lot of facts and a great education on how to reach and engage show owners in Jane's presentation to the group.

   Allison Cooper & our marketing team were instrumental in marketing these shows & our visitor services team, led by Vicki Doyle & Anne Maxon, served more than 1,000 customers per week during the Gem Show timeframe, directing them to restaurants, shopping & attractions.

   We promoted the shows at our www.tucsongemshow.org microsite & developed a downloadable app & Gem Show Guide. A complimentary article on the shows ran Feb. 20 in the New York Times: http://www.nytimes.com/2013/02/21/fashion/tucson-gem-show-puts-a-treasure-on-every-table.html?pagewanted=1&_r=0

3. Tour and Travel recently attended the ITB-Berlin tradeshow where the Hilton Tucson El Conquistador continues to perform exceptionally well in the German market as noted by the Tour Operators with whom CVB Tourism Department Director Jackie Ludwig met. To date the Tour and Travel Department has reached over 95% of its goals in representing Oro Valley through leads, brochure impressions, one-on-one meetings and in training sessions with travel professionals.

4. PR Director Jessica Stephens assisted with the promotion of several annual showcase events including the Tucson Festival of Books, Arizona Distance Classic, Major League Baseball Spring Training games in Tucson, FC Tucson MLS Desert Diamond Cup, Tucson Gem Mineral & Fossil Showcase, Tucson Rodeo and Rodeo Parade, WGC Accenture Match Play Championship, Arizona SciTech Festival, International Wildlife Museum's 25th Anniversary, 2nd Saturdays Downtown, and more.

   PR maintained a presence at the WGC Accenture Match Play Championship at Dove Mountain. Setting up a welcome/info table in the media tent, we were able to get materials in front of 450+ members of the press who were on-site throughout the week.

5. Vice President of Marketing Allison Cooper is partnering with *Phoenix* magazine on a special 15-page section entitled ***Destination Tucson.*** The section will appear in the June issue of *Phoenix* magazine and delivers to Phoenicians on May 7th.
   This is an appropriate kickoff to MTCVB's summer marketing campaign, which primarily targets the Phoenix market to drive instate visitation. The campaign will incorporate rich media video ad networks to complement traditional and social media. Additional info to come on co-op opportunities and requests for summer packages to complement the new brand launch.

VisitTucson Official Travel Guide 2013

- To build upon Oro Valley's brand identity, *In our Nature*, we provided Oro Valley with editorial content and a 1/3-page ad, for which the CVB paid, in our *2013 Visit Tucson Official Travel Guide*. Oro Valley was included in the title and headline of the Northwest District (HIKE, EAT, & GOLF **IN THE OV)** and editorial content highlighted the experiences visitors will have by exploring the area.
- The Guide includes a resource directory of MTCVB Partner businesses & is distributed locally and regionally and mailed on request to potential visitors throughout the U.S.
- A new iPad version of the 2013 Guide, debuts this April and will be available for free via iTunes.
- Oro Valley will also be front and center in the iPad version of our travel guide with a full- page ad in that version of the guide.
- The strategically-timed adoption of the CVB's new digital technologies is driven by the fact that nearly 1 in every 3 digital media minutes is now spent on smart phones and tablets.

Destination Branding Initiative

- The CVB's marketing team coordinated with University of Arizona athletics to promote our destination branding survey—we produced & distributed 14,000 3 Point Cards (please see both sides of the card within the enclosed link) at McKale Center for the March 9 men's basketball game between ASU & Arizona.
- We also presented an April 4 educational session for MTCVB Partners and community leaders, conducted by MMGY staff on their extensive industry survey *Portrait of the American Traveler*.
- MMGY representatives presented an update, April 4, to the CVB recapping their research findings to date. MMGY conducted consumer focus groups in Chicago & Denver, sent a Tucson brand survey to its national database, conducted interviews with numerous Pima County, Tucson, and Oro Valley stakeholders & solicited input via the brand survey posted on the CVB's website.
- MMGY is in the process of developing Tucson/Southern Arizona brand positioning, advertising, new looks and messaging for the CVB's website & collateral materials & a new CVB logo under the organization's new VisitTucson name.
- We are planning to unveil this new brand to the community in June. Details to follow.

Additional Information:

Mexico Trade Show

- Executive Vice President Felipe Garcia headed up the March 6-10 successful trade show mission in collaboration with the Caballeros del Sol and Tucson Sister Cities to Hermosillo, Cd. Obregon and San Carlos/Guaymas.

- Representatives from 29 MTCVB Partner businesses and 37 companies promoted Tucson activities, shopping and visitor amenities to a total of approximately 2,200 participants during the three-city program.

Arizona Distance Classic

- The CVB's marketing team promoted the event (March 24) via advertisements on digital billboards in Phoenix (daily estimated reach is 335,000), placed keywords with Google to drive search, and listed the race on our events calendar, which is the second-highest visited page on visitTucson.org
- CVB also promoted the event via social media, VisitTucson.org, on Tucson Sports webpage and via the community welcome program for the participants.
- The 2013 Arizona Distance Classic organizers estimate 2,000 participants in the event featuring a half marathon, half wheelchair marathon, quarter marathon, 5k and one mile champions walk.
- Projected event room nights are about 400.
- Tucson Sports exhibited on race day to promote additional visitor attractions and provide complimentary sunscreen through a partnership with the University of Arizona Cancer Center's "Protect Your Skin" program.

Tucson Invitational Games

- The CVB's Vince Trinidad, Director of Sports Development works with Jim Tiggas & his team at Tucson Invitational Games (TIG) to help them grow their event.
- More than 50 NCAA Division 3, NAIA and junior college baseball teams trained & played games against one another throughout March at Kino Sports Complex.
- The TIG events, including softball at Tucson's Lincoln Park, fill more than 9,000 hotel room nights throughout metro Tucson.
- Hotel expenditures represent 30% of visitor spending.
- Sales tax is collected on much of the other 70%, which is spent on food & beverages, attractions, entertainment & shopping.
- CVB staff promoted TIG to local media, which led to the enclosed story outlining the event's impact: http://www.kvoa.com/news/tucson-invitational-games-a-big-hit-with-local-businesses/

CVB Promoted MLB Spring Training Games

- CVB staff helped to promote the two MLB spring training games played at Kino Stadium on March 17 & 21.
- Both games drew more than 10,000 fans with the March 21 game between the Los Angeles Dodgers and Chicago Cubs serving as a fundraiser for the Christina-Taylor Green Foundation.

Accenture Match Play Championships

- The Championships garnered incredible promotion of our region, including:
    - 5 days (Feb. 20-24) of national TV coverage vs. 4 days for other PGA Tour events
    - More than 400 media covered the event, including dozens of international media
    - For the first time, we leveraged our event sponsorship by running a Tucson golf ad on The Golf Channel during the event week in Chicago & Denver (40 times in each market)

Town Council Regular Session **Item # C.**

Meeting Date: 05/15/2013

Requested by: Amanda Jacobs **Submitted By:** Amanda Jacobs, Town Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Greater Oro Valley Chamber of Commerce Quarterly Report: January 1, 2013 - March 31, 2013

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2012/13 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce (Chamber) stipulates that a quarterly report be compiled by the Chamber and submitted to the Economic Development division and Council. The enclosed report satisfies the FPA requirement for the third quarter of FY 12/13.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 12/13 FPA between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce is $25,000.

SUGGESTED MOTION:

This report is for information only.

Attachments

Chamber FPA

Chamber Third Quarter Report

RESOLUTION NO. (R)12-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE GREATER ORO VALLEY CHAMBER OF COMMERCE

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, pursuant to A.R.S. § 9-500.11, the Town may appropriate public monies for and in connection with economic development activities as long as there is adequate consideration; and

WHEREAS, the Town desires to continue to promote a business environment in Oro Valley that enhances economic vitality and improves the quality of life for its residents; and

WHEREAS, the Town of Oro Valley desires to enter into a Financial Participation Agreement with the Greater Oro Valley Chamber of Commerce; and

WHEREAS, it is in the best interest of the Town to enter into the Financial Participation Agreement with the Greater Oro Valley Chamber of Commerce, attached hereto as Exhibit "A" and incorporated herein by this reference, to set forth the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

SECTION 1. The Financial Participation Agreement between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce, attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby authorized and approved.

SECTION 2. The Mayor and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 16th day of May, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: 5/21/12

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: 5/16/12

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of June, 2012, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Greater Oro Valley Chamber of Commerce,** a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

WHEREAS, it has been determined that the activities of Agency are in the public interest, and are such as to improve and promote the public welfare of the Town; and

WHEREAS, the Mayor and Council have determined that to financially participate in the promotion of the activities of Agency is a public purpose in that the activities confer direct benefit of a general character to a significant part of the public.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

Section 1: Statement of Purpose

Agency will provide tourism and visitor's services and information to Town residents and seasonal tourists and anyone indicating an interest in locating a business or residence in the Town.

Section 2: Services to be Performed by Agency

Agency performance measures for Fiscal Year 2012/13 are as follows:

1. Business Recruitment, Retention and Outreach
    a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program, conducting at least two site visits per month.
    b. The Chamber will enhance the Town's existing Shop Oro Valley campaign by creating a Shop Oro Valley Coupon Book that will be distributed by the fourth quarter. The final draft of the Shop Oro Valley Coupon Book will be coordinated between the Chamber President/CEO and the Economic Development Manager.
    c. The Chamber will serve as a second distribution point for OV Dollars. The Chamber will have 5 new OV Dollars card activations each quarter.
    d. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Oro Valley Business Navigator, Shop Oro Valley Campaign and OV Dollars and other economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.
2. Special Events
    a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.

b. The Chamber will host four quarterly Oro Valley educational forums that will be open to members and non-members.
c. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
d. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
e. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
f. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
g. During the term of this Agreement, the Agency will refrain from engaging in political activity relating to Town of Oro Valley elections, including but not limited to not endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

Section 3: Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Twenty-Five Thousand Dollars ($25,000) shall be allocated to Agency.

Section 4: Responsibility for Open Records

Agency agrees to open to the public all records relating to any funds directly received from the Town that Agency distributes to any organization and/or individual.

Section 5: Evaluation Criteria and Reporting

In order to assess the impact of Agency, the Town reserves the right to evaluate performance, and to have access to all pertinent information necessary to make evaluations.

A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of Agency in achieving its Program of Work. Reports shall be submitted within thirty (30) working days of the end of each calendar quarter.
B. Agency agrees to give explanations for any variance in the expected performance for each measure.
C. Agency agrees to give projected performance for each measure through the end of the fiscal year (June 30th).
D. Agency agrees to review and present such reports to the Town Council in open meetings on an "as requested" basis.

Section 6: Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and

receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

Agency's accounting system shall permit separate, identifiable accounting for all funds provided by the Town pursuant to this Agreement.

Agency shall provide the Finance Department of the Town, within four (4) months after the close of Agency's fiscal year, a copy of the financial audit of Agency's operations by an independent certified public accountant, along with any management letter and, if applicable, Agency's plan for corrective action.

If Agency does not have an audit, it shall submit within three (3) months after the close of its fiscal year, a complete accounting of Town funds received. This accounting must be approved by the Finance Department of the Town as sufficiently descriptive and complete.

If for good reason Agency cannot meet the times established for submission of financial reporting, Agency shall notify the Finance Department in writing the reason for the delay, provide an expected completion date and request a waiver of the due date.

At any time during or after the period of this Agreement, the Town Finance Department and/or a Town agent may audit Agency's overall financial operation or compliance with the nondiscrimination clause of this Agreement for the Agreement period. Agency shall provide any financial reports, nondiscrimination policies and procedures or other documentation necessary to accomplish such audits.

Section 7: Matching Grants

Agency agrees to obtain Mayor and Council approval prior to applying for any matching grants involving the commitment of Town funds.

Section 8: Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 9: Sub-recipient Funding Agreements

Agency agrees to include in all of its sub-recipient funding agreements the nondiscrimination provisions contained in Section 8 herein.

Section 10: Term of Agreement

This Agreement shall be effective from July 1, 2012 through June 30, 2013. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.

Any extension of this Agreement shall be memorialized in writing and signed by the Parties.

Section 11: Payment Withholding, Reduction, or Termination

The Town may withhold whole or part of the scheduled payment, reduce, or terminate funding allocations to Agency if:

A. Services are not rendered.
B. Agency fails to supply information or reports as required.
C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
D. Agency fails to make required payments to subcontractors.
E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.
F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

Such payment reductions or payment termination may result in Agency receiving a lesser total Town allocation under this Agreement than the maximum funding allocated. If reasons for withholding payments other non-appropriation of funds have been corrected to the satisfaction of the Town, any amounts due shall be processed.

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2013.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 12: Termination of Agreement

This Agreement may be terminated at any time by mutual written consent, or by either party giving thirty (30) days written notice to the other party or at such time, as in the opinion of the Town, Agency's performance hereunder is deemed unsatisfactory.

Section 13: Method of Payment

The parties have agreed that Agency will receive up to $25,000. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2012. Payments are to be made within forty (40) days after the close of each preceding quarter.

Section 14: Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Section 15: Independent Contractor

The parties stipulate and agree that Agency is not an employee of the Town and is performing its duties hereunder as an Independent Contractor, supplying its own employees and maintaining its own insurance, workers' compensation insurance and handling all of its own internal accounting. The Town in no way controls, directs or has any responsibility for the actions of Agency.

Section 16: Insurance

Agency agrees to:

A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

C. Agency will provide and maintain minimum insurance limits as follows:

COVERAGE AFFORDED	LIMITS OF LIABILITY
1. Workers' Compensation	Statute
2. Employer's Liability	$100,000
3. Comprehensive General Liability Insurance -- Including: (1) Products and Completed Operations (2) Blanket Contractual	$1,000,000 - Bodily Injury and Combined Single Limit $100,000 Property Damage

D. Agency shall adequately insure itself against claims based upon unlawful discrimination and violation of civil rights. The cost of this insurance shall be borne by Agency.

Section 17. Use of the Town Logo

The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

Section 18: Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, *et seq.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF ORO VALLEY, a municipal corporation

Dr. Satish I. Hiremath, as Mayor
and not personally

ATTEST:

Julie K. Bower, as Town Clerk
and not personally

Date: 5/21/12

APPROVED AS TO FORM:

Tobin Rosen, as Town Attorney
and not personally

Date: 5/16/12

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

GREATER ORO VALLEY CHAMBER OF COMMERCE., a non-profit Corporation

David P. Perry
Agency Representative
and not personally

Title President / CEO

State of Arizona)
) ss.
County of)

On this 14th day of June, 2012, David Perry, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on June 14, 2012.

Notary

My Commission Expires: August 14, 2014

DONNA MCCUE
Notary Public - Arizona
Pima County
My Commission Expires
August 14, 2014

QUARTERLY PROGRESS REPORT
January 2013 through March 2013
Submitted To: Amanda Jacobs, Economic Development Manager
By: Dave Perry, President/CEO
In accordance with Resolution No. (R) 12-26

A. Tourism, Visitors Services and General Information

The Greater Oro Valley Chamber of Commerce has provided tourism and visitor's services and information to Town residents and seasonal tourists and anyone indicating an interest in locating a business or residence in the Town over the past three months. Below is data on activity that the Chamber has addressed through this quarter:

Category	Jan'2013	Feb'2013	Mar'2013	Total
1. Business Retention Site Visits	2	2	2	6
2. OV Dollars Distribution	13	2	1	16
3. Ribbon Cuttings	0	1	1	2
4. Chamber breakfasts, luncheons and mixers	4	5	3	12
5. Relocation Packages	16	52	14	82
6. Educational Forums	1	1	0	2

1. The Chamber President attended Business Retention Site Visits with the following businesses: Anytime Fitness, Wal-Mart Supercenter, Gum Technology, Faces Artistry and Actus Biotechnologies.

2. OV Dollars: The Chamber is responsible for activating and distributing 5 OV Dollars cards per quarter. This quarter the 16 cards sold totaled $3,580. During the month of January, the Chamber provided a $10 incentive to residents and visitors who purchased $100 OV Dollars from the Greater Oro Valley Chamber of Commerce office. The Chamber's total expense for the incentive was $320.

3. Ribbon Cuttings were held for Planet Fitness, Dollar Xpress and Vistoso Drug. During the Planet Fitness Ribbon Cutting, Eric Goodwin, Tucson's Planet Fitness franchise investment partner made a $1,000 donation to the Oro Valley Aquatic Center.

4. 12 Town officials took advantage of the free Chamber breakfasts, luncheons and mixers.

5. 82 relocation packages were distributed in the third quarter. Additionally, 50 Shop OV Bags were distributed.

6. Educational forums were held on January 22 and February 21. Paul Keesler, David Williams and David Laws presented a Development Update on January 22. On February 21, David Williams and Chuck King provided an overview of the Temporary Sign Relief Program and what sign allowances are permitted to businesses related to permanent and temporary signs.

Additional Information

- Per the Financial Participation Agreement (FPA), the Chamber will create a Shop Oro Valley Coupon Book that will be distributed by the fourth quarter. The final draft of the Shop Oro Valley Coupon Book will be coordinated between the Chamber President/CEO and the Economic Development Manager.
    - The successful bidder is the Arizona Daily Star. The coupon book is anticipated to be published early June with the following distribution:
        - 24,000 inserted into its Buyer's Edge product within Oro Valley zip codes
        - 14,000 within Daily Star home delivery newspapers within the zip codes
        - 5,000 into the June edition of the SaddleBag Notes in SaddleBrooke
        - 5,000 through the Chamber and participating Shop OV merchants

Town Council Regular Session **Item # D.**

Meeting Date: 05/15/2013

Requested by: Stacey Lemos **Submitted By:** Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

Resolution No. (R)13-34, Authorizing the Execution and Delivery of an Agreement, a Trust Agreement and an Obligation Purchase Agreement; Approving the Sale, Execution and Delivery of Excise Tax Revenue Refunding Obligations, Series 2013, Evidencing a Proportionate Interest of the Owners Thereof in an Agreement Between the Town of Oro Valley, Arizona and a Trustee; Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution; and Declaring an Emergency

RECOMMENDATION:

Staff recommends approval of Resolution No. (R)13-34. This proposal also received approval from the Water Utility Commission at their April 8, 2013 meeting.

EXECUTIVE SUMMARY:

As a result of low interest rates in the municipal bond market, this agenda item requests Council approval for a refunding of the Town's Series 2003 Municipal Property Corporation Excise Tax Refunding Bonds. These bonds were originally issued in 2003 to refinance four separate series of debt previously issued in 1996, 2000 and 2001 which were used to finance both water system acquisition costs and improvements and general government-related property acquisition and improvements. As a result, the debt service payments on the original Series 2003 Refunding Bonds were allocated between the General Fund and the Water Utility Fund. In 2010, the Town completed the bond defeasance to completely pay off the General Fund-related portion of the Series 2003 Refunding Bonds to reduce the debt service burden to the General Fund. This left the remaining principal balance of these bonds paid by the Water Utility Fund outstanding, which are now eligible for refunding at lower interest rates.

BACKGROUND OR DETAILED INFORMATION:

The current outstanding principal balance of the Water Utility portion of the Series 2003 Refunding Bonds is $6,275,000. The average interest rate on these bonds is approximately 4.10% compared to an estimated average rate for the new refunding issue of approximately 2.25%, which is subject to change based on market conditions and the bid results as outlined below.

Based on current assumptions, the proposed refunding would result in net present value savings to the Water Utility Fund of approximately $285,000. Typically, when the present value savings as a percent of the bonds to be refunded equals three percent (3%) or more, cities and town will positively consider a refunding transaction based on this minimum threshold. The current analysis indicates a spread on this proposed issue of 4.54% resulting in an efficient refunding opportunity for the Town.

The term of the proposed new refunding bonds is relatively short with final maturity in 2019, which contributes to the Town's ability to refund at significantly lower interest rates. This 2019 maturity date is the same as the existing bonds, so it does not extend the annual debt service payments.

It is proposed that the debt service schedule on the new bonds be structured to capture the majority of the savings in the earlier years. This structure also helps to levelize the overall total annual debt service payment amounts for the Water Utility Fund.

The Town will follow a private placement method for issuing the new refunding bonds. This method involves the firm of Stifel, Nicolaus & Company serving as the placement agent on behalf of the Town. In this capacity, Stifel will solicit competitive bids from banks and financial institutions using the term sheet attached to this communication and will work with staff to award the purchase to the institution that bids the most advantageous interest rates.

Over the past few years, there has been a proliferation of private placement tax-exempt bond refunding (refinancing) transactions being done in Arizona cities/towns that have resulted in significant debt service cash flow savings. This type of financing alternative is being driven by banks and financial institutions which have significant cash/capital to deploy due to tepid commercial/industrial loan demand. As a result of this temporary market opportunity and low cost of capital compared to a traditional public bond sale, the town is working closely with Stifel Nicolaus and will submit Requests for Proposals (RFPs) to approximately ten (10) institutions. The Town and Stifel believe this alternative will result in lower interest rates than a traditional public sale given the relatively small size of the issuance (approximately $6.4 million) and shorter amortization period, which is preferred by these financial institutions at this time. This financing method also results in lower costs of issuance to the Town since there is no need to prepare an official statement or solicit a bond rating.

With Council approval of this item tonight, staff will also hold a meeting of the Town's Municipal Property Corporation (MPC) Board of Directors during the week of May 20th to seek their authorization to proceed with the refunding opportunity. The MPC Board approval of this refunding is required since the original Refunding Bonds were issued through the MPC back in 2003.

Attached to this Communication are the following standard documents supporting the issuance of the refunding bonds:

- Trust Agreement
- Obligation Purchase Agreement
- Agreement with Trustee for Redemption of Series 2003 Refunding Bonds ("Agreement")
- Draft Request for Private Financing Proposals Term Sheet
- Draft Financing Calendar

It is anticipated that competitive bids will be received for the purchase of the new refunding bonds by the first week of June, with a closing date tentatively scheduled for June 26, 2013.

FISCAL IMPACT:

The proposed refunding will refinance existing Series 2003 MPC Excise Tax Refunding Obligations carrying a current average interest rate of 4.10% with a new refunding issue at an average interest rate of approximately 2.25%, which is subject to change based on market conditions and bids received. Based on current assumptions, the proposed refunding would result in net present value savings to the Water Utility Fund of approximately $285,000.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)13-34.

Attachments

(R)13-34 Refunding Obligations 2013

Trust Agreement

Trustee Redemption Agmt

Oblig Purchase Agmt
Draft Term Sheet
Financing Calendar

RESOLUTION NO. (R)13-34

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT AND AN OBLIGATION PURCHASE AGREEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2013, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE TOWN OF ORO VALLEY, ARIZONA AND A TRUSTEE; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND DECLARING AN EMERGENCY

WHEREAS, the Town of Oro Valley Municipal Property Corporation (the "Corporation") has outstanding its Excise Tax Revenue Refunding Bonds, Series 2003 (the "Series 2003 Bonds"); and

WHEREAS, the Series 2003 Bonds were executed and delivered by the Corporation pursuant to a Trust Indenture dated as of April 1, 1996, as supplemented by the First Supplement to Trust Indenture dated as of June 1, 1999, the Second Supplement to Trust Indenture dated as of April 1, 2001 and the Third Supplement to Trust Indenture dated as of December 1, 2003 by and between the Corporation and Wells Fargo Bank Arizona, N.A., to finance the refunding of a portion of the Town of Oro Valley Municipal Property Corporation, Municipal Water System Acquisition Bonds, Series 1996, the Town of Oro Valley, Arizona, Certificates of Participation, Series 1996, the Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2000 and the Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Bonds, Series 2001; and

WHEREAS, the Series 2003 Bonds were secured by a proportionate interest in the Lease and Rental Payments (both as defined in the Lease-Purchase Agreement) and prepayments made by the Town of Oro Valley, Arizona (the "Town") pursuant to a Third Amendment to Lease-Purchase Agreement dated as of December 1, 2003 (the "Third Amendment to Lease-Purchase Agreement"), which amended the Lease-Purchase Agreement dated as of April 1, 1996, as previously amended by the First Amendment to Lease-Purchase Agreement dated as of June 1, 1999 and the Second Amendment to Lease-Purchase Agreement dated as of April 1, 2001 (collectively the "Lease-Purchase Agreement"); and

WHEREAS, the Town desires to refinance and prepay certain payments due pursuant to the Third Amendment to Lease-Purchase Agreement relating to the Series 2003 Bonds and to defease the outstanding portion of the Series 2003 Bonds (the "Bonds Being Refunded") in advance of maturity through the issuance of not to exceed $6,500,000 Excise Tax Revenue Refunding Obligations, Series 2013, to be dated no earlier than June 1, 2013 (the "Obligations"). The Obligations will be issued pursuant to a Trust Agreement, dated no earlier than June 1, 2013 (the "Trust Agreement") between the trustee to be selected by the Town Manager or his designee or Finance Director or her designee (the "Trustee") and the Town, evidencing a proportionate

interest of the owners of the Obligations in an Agreement, dated no earlier than June 1, 2013 (the "Agreement"), between the Trustee and the Town; and

WHEREAS, the proceeds of the Obligations will be deposited with the Trustee and used to defease the Bonds Being Refunded and redeem them in advance of maturity and to pay the delivery costs of the Obligations; and

WHEREAS, with the aid of Stifel, Nicolaus & Company, Incorporated, the Town's placement agent, the Town will receive a proposal for the purchase of the Obligations from one or more financial institutions and the Finance Director may award the Obligations for purchase to one or more financial institutions (the "Original Purchaser") on such terms that are consistent with this resolution and such other terms as may hereafter be approved by the Finance Director; and

WHEREAS, by this resolution the Town will approve an Obligation Purchase Agreement in substantially the form now on file and order the Obligation Purchase Agreement to be completed with the final terms of the Obligations and entered into between the Town and the Original Purchaser when the final terms have been determined for the sale of the Obligations to the Original Purchaser (as completed, the "Obligation Purchase Agreement"); and

WHEREAS, the Original Purchaser will execute an investor letter in form and substance satisfactory to the Finance Director; and

WHEREAS, the Town Clerk has presented to the Mayor and Council at this meeting the proposed form of the:

(i) the Agreement;

(ii) the Trust Agreement; and

(iii) the proposal to purchase the Obligations in the form of an Obligation Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, THAT:

Section 1. **Determination of Need**. It is hereby found and determined that the defeasance of the Bonds Being Refunded pursuant to the terms of the Agreement, the Trust Agreement and the Obligation Purchase Agreement is in the best interest of and in furtherance of the purposes of the Town and in the public interest.

Section 2. **Terms of Obligations**. The Town hereby approves the execution and delivery of the Obligations, as hereinafter described, by the Trustee. The Obligations shall be executed in the aggregate principal amount of not to exceed $6,500,000. The Obligations shall be in the denomination of $5,000 of principal amount or any integral multiples thereof, shall be dated the date of their initial execution and delivery, and shall bear interest from such date payable on January 1 and July 1 of each year, commencing January 1, 2014, and shall be fully registered

without coupons as provided in the Trust Agreement. The Obligations shall bear interest at the rates per annum set forth in the Obligation Purchase Agreement but in no event shall the average net interest cost of the Obligations exceed 3%. The Obligations shall mature on July 1 in any or all of the years no earlier than 2014 and no later than 2019.

The forms, terms, interest rates, maturity dates, maturity amounts and provisions of the Obligations and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement.

The Obligations may not be transferred unless (i) to a transferee that is a Qualified Investor and provides the Trustee with a completed Certificate of Qualified Investor and (ii) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For the purposes of the Obligations, "Qualified Investor" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes the Certificate of Qualified Investor.

Section 3. **Authorize Final Approval**. The Mayor, any Council Member, the Town Manager or Finance Director are each authorized to approve the final interest rates, maturity dates, maturity amounts, purchase price and redemption provisions and cause the same to be set forth in the documents. The form, terms and provisions of the Agreement, the Trust Agreement, and the Obligation Purchase Agreement in the form of such documents (including the exhibits thereto) presented at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Mayor, any Council Member, the Town Manager or Finance Director, the execution of such document being conclusive evidence of such approval. The Mayor, any Council Member, the Town Manager or Finance Director and the Clerk are hereby authorized and directed to execute and deliver, where applicable, or approve the Agreement, the Trust Agreement and the Obligation Purchase Agreement and to take all action to carry out and comply with the terms of such documents.

Section 4. **Bond Insurance**. The Mayor, any Council Member, the Town Manager or Finance Director and Clerk are hereby authorized and directed to purchase municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial by the Mayor, any Council Member, the Town Manager or Finance Director to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the Town to repay amounts paid thereon by the providers thereof.

Section 5. **Selection of Trustee; Trustee Action**. The Town Manager or his designee or Finance Director or her designee shall select a bank or trust company to act as Trustee. The Town hereby requests the Trustee so selected to take any and all action necessary in connection with the execution and delivery of the Agreement, the Trust Agreement, the Obligation Purchase Agreement and the sale, execution and delivery of the Obligations.

Section 6. **Pledge of Excise Taxes**. Pursuant to the Agreement and the Trust Agreement, the Town shall pledge all its unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, bed and rental taxes and state revenue-sharing, now or hereafter validly imposed by the Town or contributed,

allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose ("Excise Taxes") to the payments and other amounts to come due under the Agreement and the Trust Agreement. The Town's obligation to make any payments under the Agreement or the Trust Agreement does not constitute an obligation of the Town or the State of Arizona, or any of its political subdivisions, for which the Town or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of ad valorem property taxation nor does the obligation to make any payments under the Agreement or the Trust Agreement constitute an indebtedness of the Town or of the State of Arizona or any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise. The pledge will be on a parity with certain outstanding pledges of such Excise Taxes as described in the Trust Agreement.

Section 7. **Buyer to Maintain Coverage of Two Times Debt Service**. Pursuant to the Agreement, the Town will covenant and agree that the Excise Taxes which it presently imposes will continue to be imposed in each fiscal year so that the amount of Excise Taxes, all within and for the next preceding fiscal year of Town, shall be equal to at least two (2) times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable under the Agreement, and under any Outstanding Parity Obligations (as defined in the Trust Agreement), for the current Bond Year (as defined in the Trust Agreement). The Town will further covenant and agree that if such receipts for any such fiscal year shall not equal at least two (2) times such Annual Debt Service Requirement for such Bond Year, or if at any time it appears that the current fiscal year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, the Town will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current Fiscal Year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (ii) the then current fiscal year's receipts will be equal to at least two (2) times the next succeeding Bond Year's Annual Debt Service Requirement.

Section 8. **Resolution Irrepealable**. After any of the Obligations are delivered by the Trustee to the Original Purchaser thereof upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 9. **Execution of Documents and Other Proceedings**. The Mayor and the Clerk and the officers of the Town, on behalf of the Town, and the Trustee are each hereby authorized and directed, without further order of the Council, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this resolution.

The Mayor and Council hereby authorize the Town Manager, or his or her designee, and Finance Director, or his or her designee, to represent and act for the Town in all matters pertaining to the Town's tax-exempt obligations, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities Exchange Commission and other governmental entities requests, reporting requirements and post issuance compliance policies and matters.

Section 10. **Qualified Tax-Exempt Obligations.** In the event the Obligations qualify as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, the Mayor and the Finance Director are each hereby authorized and directed, without further order of the Council, to execute and deliver a certification as part of the closing certificates, that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) which will be issued for or by the Town in the current calendar year will not exceed $10,000,000.

Section 11. **Severability**. If any section, paragraph, clause or phrase of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this resolution.

Section 12. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 13. **Timely Delivery**. The immediate need for the proceeds of the Obligations to satisfy the Town's obligations regarding timely payment of the payments due under the Agreement, the defeasance of the Bonds Being Refunded and redemption in advance of maturity, the exigencies of the municipal bond market, and the need for an early closing to secure the most favorable interest rates on the Obligations require that the Obligations be issued and delivered as soon as possible.

Section 14. **Emergency**. Therefore, the immediate effectiveness of this resolution is necessary for the preservation of the peace, health and safety of the Town, an emergency is declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY:

_____
Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C.

_____
Special Counsel

I hereby certify that the above and foregoing Resolution No. (R)13-34 was duly passed by the Mayor and Council of the Town of Oro Valley, Arizona, at a regular meeting held on May 15, 2013, and that a quorum was present thereat.

_____
Julie K. Bower, Town Clerk

SCS:kmm 1945364.2 4/30/2013

TRUST AGREEMENT

by and between

_____,
as Trustee

and

TOWN OF ORO VALLEY, ARIZONA

Dated as of _____, 2013

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TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of _____, 2013 (the "Trust Agreement"), by and between _____, a national banking association authorized to do trust business in the State of Arizona, as trustee (the "Trustee"), and **TOWN OF ORO VALLEY, ARIZONA**, a municipal corporation organized under the laws of the State of Arizona (the "Town");

W I T N E S S E T H:

WHEREAS, the Town of Oro Valley Municipal Property Corporation ("Corporation") issued $15,750,000 of Excise Tax Revenue Refunding Bonds, Series 2003 ("Series 2003 Bonds"), pursuant to a Trust Indenture dated as of April 1, 1996 (the "1996 Trust Indenture"), as supplemented by the First Supplement to Trust Indenture dated as of June 1, 1999 (the "First Supplement to Trust Indenture"), the Second Supplement to Trust Indenture dated as of April 1, 2001 (the "Second Supplement to Trust Indenture") and the Third Supplement to Trust Indenture dated as of December 1, 2003, by and between the Corporation and Wells Fargo Bank Arizona, N.A. (the "Third Supplement to Trust Indenture" and together with the 1996 Trust Indenture, the First Supplement to Trust Indenture and Second Supplement to Trust Indenture, the "Trust Indenture"); and

WHEREAS, as security for the Series 2003 Bonds, the Town and the Corporation entered into a Third Amendment to Lease-Purchase Agreement dated as of December 1, 2003 (the "Third Amendment to Lease-Purchase Agreement"), which amended the Lease-Purchase Agreement dated as of April 1, 1996, as previously amended by the First Amendment to Lease-Purchase Agreement dated as of June 1, 1999 and the Second Amendment to Lease-Purchase Agreement dated as of April 1, 2001 (collectively the "Lease-Purchase Agreement"); and

WHEREAS, the Town desires to refinance and prepay certain payments due pursuant to the Third Amendment to Lease-Purchase Agreement relating to the Series 2003 Bonds, as provided by Sections 7.01 and 7.03 of such Lease-Purchase Agreement; and

WHEREAS, the Town has requested that the Corporation cause the defeasance of the outstanding portion of the Series 2003 Bonds (the "Bonds Being Refunded") as provided in the Trust Indenture; and

WHEREAS, for such purpose, the Town has agreed to make its payments to the Trustee and the Trustee has agreed to provide for the redemption in advance of maturity of the Bonds Being Refunded pursuant to an Agreement dated as of _____ 1, 2013, by and between the Town and the Trustee (the "Agreement"); and

WHEREAS, the Town has pledged certain revenues (the "Excise Taxes" as defined herein) to the payment of amounts due under the Agreement; and

WHEREAS, the Town and the Trustee will enter into this Trust Agreement to, among other things, facilitate administration of the defeasance and redemption of the Bonds Being Refunded; and

WHEREAS, for the purpose of obtaining money to be deposited with the Trustee to defease and redeem the Bonds Being Refunded, the Trustee has agreed to execute and deliver by the issuance of the Excise Tax Revenue Refunding Obligations, Series 2013 (Bank Qualified) (the "Obligations"), each evidencing a proportionate interest in the Agreement and the Payments and the Prepayments as defined herein made by the Town under the Agreement, in exchange for the moneys required herein to be deposited to defease and redeem the Bonds Being Refunded;

NOW, THEREFORE, in consideration for the Obligations executed and delivered and Outstanding under this Trust Agreement, the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Obligations by the Owners, and to secure the payment of the principal thereof and interest components relating to the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Agreement and herein, the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate:

A. All right, title and interest of the Trustee, in and to the Agreement, the Payments and the Prepayments and any other amounts payable by the Town under the Agreement (except those payments made relating to indemnifying the Trustee) and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) to bring acts and proceedings thereunder or for the enforcement of such rights, and (iii) to do any and all other things which the Trustee is or may become entitled to do thereunder.

B. Except as otherwise provided herein, all right, title and interest of the Trustee in and to amounts on deposit from time to time in the funds and accounts created pursuant hereto, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein.

C. All right, title and interest of the Trustee to enforce the Agreement and receive payment from Excise Taxes of amounts due under the Agreement.

D. All rights declared in trust by the Trustee shall be administered by the Trustee according to the provisions hereof and for the equal and proportionate benefit of the Owners of Obligations.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance hereof, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the Town, its successors and assigns, under the Agreement.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding;

and conditioned, however, that if the Town shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, then and in such event, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1. **Definitions**. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"*Agreement*" means the Agreement, dated as of _____, 2013, by and between the Town and the Trustee, together with any duly authorized and executed amendment thereto.

"*Annual Current Principal Requirement*" means for any Bond Year the amount of principal coming due during such Bond Year on Obligations or Parity Obligations.

"*Annual Debt Service Requirement*" means for any Bond Year the aggregate of the Annual Mandatory Sinking Fund Redemption Requirement plus the Annual Current Principal Requirement for that Bond Year and the amount required to be deposited to pay interest on any Parity Obligations or Obligations in that Bond Year. For the purpose of compliance with the requirements of Section 6.4 of this Trust Agreement with respect to the proposed issuance of additional Parity Obligations, such proposed Parity Obligations shall be treated as Outstanding for the determination of Annual Debt Service Requirement. For the computation of Annual Debt Service Requirement, (i) Variable Rate Indebtedness shall be treated as bearing interest at the Assumed Interest Rate, (ii) debt service on Credit Enhanced Indebtedness shall be deemed to include any periodic fees payable to the issuer of any liquidity or credit facility as a condition to such issuer's commitment to purchase such obligations upon tender or to provide moneys necessary for payment of principal of and interest on such obligations when due, and (iii) debt service on Credit Enhanced Indebtedness shall not be based upon the terms of any reimbursement obligation to the issuer of any liquidity or credit facility except to the extent and for periods during which payments are required to be made pursuant to such reimbursement obligation as a result of the issuer's unreimbursed advances of funds thereunder.

"*Annual Mandatory Sinking Fund Redemption Requirement*" means the amount of monies or investments of equivalent value required to be paid in any Bond Year for the payment of, and equal to, the principal amount of Parity Obligations or Obligations, subject to mandatory sinking fund redemption during such Bond Year.

"*Assumed Interest Rate*" means, with respect to Variable Rate Indebtedness, the maximum rate applicable to the Variable Rate Indebtedness in question.

"*Bond Year*" means, with respect to the Obligations, initially the period from the date of the Obligations to July 1, 20__ and thereafter the one-year period commencing each July 2 and ending on the next forthcoming July 1.

"*Bonds Being Refunded*" means the outstanding portion of the $15,750,000 Town of Oro Valley Municipal Property Corporation Excise Tax Revenue Refunding Bonds, Series 2003, dated December 1, 2003, issued pursuant to the Trust Indenture.

"*Business Day*" means a day of the year other than Saturday, Sunday or a day on which banks in the State of Arizona are authorized by law or executive order to close or on which the New York Stock Exchange is closed.

"*Closing Date*" means with respect to any series of Obligations the day when such Obligations, duly executed by the Trustee, are delivered to the original purchaser thereof.

"*Computation Date*" means the first Business Day in June or December of each year.

"*Corporation*" means the Town of Oro Valley Municipal Property Corporation.

"*Credit Enhanced Indebtedness*" means (i) any series of Parity Obligations payment when due of the principal of and interest on which is fully secured by an irrevocable letter of credit, surety bond, insurance policy or other credit facility or arrangement pursuant to which the Town is obligated to reimburse the issuer thereof for advances made thereunder to pay such principal or interest, or (ii) any series of Parity Obligations, a feature of which is an option on the part of the owners thereof to tender, or a requirement that such owners tender, all or a portion of such Parity Obligations to the Town, or a trustee or other fiduciary for such owners, or another party, for payment of a purchase price or similar payment prior to their specified maturity or due date, if and to the extent that a party other than the Town has undertaken to provide the monies necessary for such payment, or (iii) the Obligations.

"*Default Rate*" shall mean the rate per annum equal to the lower of the maximum rate permitted by law or the rate that _____ announces from time to time at its principal office as its prime lending rate for domestic commercial loans, such rate to change on the effective date of each change in the announced rate.

"*Delivery Costs*" means all items of expense directly or indirectly payable by or reimbursable to the Town or the Trustee relating to the execution, sale and delivery of the Agreement, this Trust Agreement, the Obligations, or any Parity Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations or Parity Obligations, and charges and fees in connection with the foregoing.

"*Delivery Costs Fund*" means the fund by that name established pursuant to Article III hereof and held by the Trustee.

"*Depository Trustee*" means any bank or trust company, which may include the Trustee, meeting the requirements of, and designated to act as, Depository Trustee pursuant to Section 13.1 of this Trust Agreement.

"*Event of Default*" means an event of default under the Agreement, as defined in Section 10 thereof.

"*Excise Taxes*" means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, bed and rental taxes, and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Agreement.

"*Existing Parity Obligations*" means Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2005 ($6,215,000 principal amount issued, $4,580,000 outstanding); Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2007 ($17,810,000 principal amount issued, $16,275,000 outstanding); Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2010 (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment) ($2,445,000 principal amount issued, $2,185,000 outstanding) and Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2012 ($2,580,000 principal amount issued, $2,580,000 outstanding).

"*Fiscal Year*" means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the Town, and the Excise Taxes shall be accounted for on that basis.

"*Fitch*" means Fitch IBCA, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Town or the Trustee.

"*Interest Payment Date*" means each of the dates specified in Section 2.4 hereof on which interest is due and payable with respect to the Obligations.

"*Lease-Purchase Agreement*" means the Lease-Purchase Agreement, dated as of April 1, 1996, by and between the Town and the Corporation, as amended by that certain First Amendment to Lease-Purchase Agreement dated as of June 1, 1999, Second Amendment to Lease-Purchase Agreement dated as of April 1, 2001 and Third Amendment to Lease-Purchase Agreement dated as of December 1, 2003.

"*Maximum Annual Debt Service Requirement*" means the greatest Annual Debt Service Requirement required to be paid in any Bond Year ending then or thereafter on or under the Outstanding Parity Obligations and Obligations.

"*Moody's*" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such

corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"*Obligations*" means the aggregate principal amount of Excise Tax Revenue Refunding Obligations, Series 2013 (Bank Qualified) to be executed and delivered pursuant hereto.

"*Original Purchaser*" means _____, as original purchaser of the Obligations.

"*Outstanding*", when used as of any particular time with respect to Obligations, means (subject to the provisions of Section 9.3 hereof) all Obligations theretofore executed and delivered by the Trustee hereunder except:

(1) Obligations theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Obligations for the payment or redemption of which funds or noncallable United States Obligations in the necessary amount shall have theretofore been deposited with a Depository Trustee (whether upon or prior to the maturity or redemption date of such Obligations, provided that, if such Obligations are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.4 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice); and

(3) Obligations in lieu of or in exchange for which other Obligations shall have been executed and delivered by the Trustee pursuant to Section 2.9 hereof.

When used as of any particular time with respect to Parity Obligations, Outstanding means all such Parity Obligations theretofore executed and delivered under the applicable authorizing document except: those which have been cancelled or surrendered for cancellation; those for which payment or redemption has been irrevocably provided for with funds or noncallable United States Obligations in the necessary amount and all other actions have been taken as required under the authorizing documents for the payment thereof; and those in lieu of or in exchange for which other Parity Obligations shall have been executed and delivered pursuant to the authorizing documents.

"*Owner*" or any similar term, when used with respect to a Parity Obligation or Obligation means the person in whose name such Parity Obligations or Obligation shall be registered.

"*Parity Obligations*" means and includes the Existing Parity Obligations and any bonds, lease-purchase agreements, purchase agreements or other obligations authorized on a parity with the Obligations as to their lien on Excise Taxes in accordance with the terms and conditions of Section 6.4 hereof.

"*Payment Date*" means any date on which a Payment is due from the Town pursuant to the Agreement.

"*Payment Fund*" means the fund by that name established and held by the Trustee pursuant to Article V hereof.

"*Payments*" means all payments required to be paid by the Town on any date pursuant to Section 1 of the Agreement and as set forth in Exhibit A to the Agreement or this Trust Agreement.

"*Permitted Investments*" means any of the following, if and to the extent the same are at the time legal for the investment of the Town's money:

A. For all purposes, including defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation),

(2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

- U.S. Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

B. For all purposes other than defeasance investments in refunding escrow accounts:

(1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)

- Federal Housing Administration
- Federal Financing Bank

(2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies

(3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(4) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(5) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

(6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice;

(a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(7) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P;

"*Prepayment*" means any payment applied towards the prepayment of the Payments, in whole or in part, pursuant to Section 9 of the Agreement.

"*Prepayment Fund*" means the fund by that name established pursuant to Article III hereof and held by the Trustee.

"*Qualified Investor*" means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes the Certificate of Qualified Investor**.**

"*Record Date*" means the close of business of the Trustee on the fifteenth day of the month preceding an Interest Payment Date.

"*Reserve Fund*" means the fund of that name established and, if funded, held by the Trustee pursuant to Article V hereof for the Obligations and all Parity Obligations (other than those for which a separate reserve fund is established or for which no reserve fund is required).

"*Reserve Fund Guarantor*" shall mean the issuer of the Reserve Fund Guaranty.

"*Reserve Fund Guaranty*" shall mean a letter of credit, surety bond or similar arrangement representing the irrevocable obligation of the Reserve Fund Guarantor to pay to the Trustee upon request made by the Trustee up to an amount stated therein for application as provided in Section 5.8 hereof.

"*Reserve Fund Guaranty Agreement*" shall mean the reimbursement agreement, loan agreement or similar agreement between the Town and a Reserve Fund Guarantor with respect to repayment of amounts advanced under the Reserve Fund Guaranty.

"*Reserve Fund Guaranty Coverage*" shall mean the amount available at any particular time to be paid to the Trustee under the terms of the Reserve Fund Guaranty.

"*Reserve Fund Requirement*" means, if the Reserve Fund is required to be funded, an amount equal to Maximum Annual Debt Service on the Obligations and any Parity Obligations for which a separate reserve fund is not established unless for which no reserve fund is required. During the 5-year build-up of the Reserve Fund, if funding of the Reserve Fund is required, the Reserve Fund Requirement on any date shall be that portion of the Reserve Fund Requirement which was required to have been deposited by such date. If the Reserve Fund is not required to be funded, the Reserve Fund Requirement is $0.00.

"*Reserve Fund Value*" means the aggregate of the Reserve Fund Guaranty Coverage and the value of moneys and investments credited to the Reserve Fund, the value of investments to be the Value at Market.

"*Series 2003 Bonds*" means the $15,750,000 aggregate principal amount of Town of Oro Valley Municipal Property Corporation Excise Tax Revenue Refunding Bonds, Series 2003, dated December 1, 2003, issued pursuant to the Trust Indenture.

"*S&P*" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

"*State*" means the State of Arizona.

"*Term of the Agreement*" means the time during which the Agreement is in effect, as provided in Section 1 of the Agreement.

"*Third Amendment to Lease-Purchase Agreement*" means the Third Amendment to the Lease-Purchase Agreement dated as of December 1, 2003, by and between the Town and the Corporation, relating to the Series 2003 Bonds.

"*Third Supplement to Trust Indenture*" means the Third Supplement to the Trust Indenture dated as of December 1, 2003, by and between the Corporation and Wells Fargo Bank Arizona, N.A., relating to the Series 2003 Bonds.

"*Town*" means the Town of Oro Valley, Arizona, a municipal corporation and a political subdivision of the State of Arizona.

"*Town Representative*" means the Town Manager, the Assistant Town Manager or the Finance Director or any other person authorized by the Town Manager or the Council of the Town to act on behalf of the Town with respect to this Trust Agreement.

"*Trust Agreement*" means this Trust Agreement, together with any amendments or supplements hereto permitted to be made hereunder.

"*Trust Indenture*" means the Trust Indenture dated as of April 1, 1996, by and between the Corporation and Norwest Bank Arizona, N.A, as supplemented by the First Supplement to Trust Indenture dated as of June 1, 1999, the Second Supplement to Trust Indenture dated as of April 1, 2001 and the Third Supplement to Trust Indenture dated as of December 1, 2003.

"*Trustee*" means _____, or any successor thereto acting as Trustee pursuant to this Trust Agreement and in its capacity as Trustee under the Agreement.

"*United States Obligations*" means any bonds or other obligations which are direct obligations of or fully guaranteed as to timely payment of principal, interest and any premium by the United States of America (including Refcorp Strips).

"*Value at Market*" or "*Market Value*" means:

(a) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value determined by the Trustee based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation or Bank of America Merrill Lynch;

(b) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon; and

(c) As to any investment not specified above: the value thereof established by prior agreement among the Town and the Trustee.

"*Variable Rate Indebtedness*" means any series of Parity Obligations the rate of interest on which is not established at the time of issuance as one or more numerical rates applicable throughout the term thereof or for specified periods during the term thereof, such that at the time of issuance or at the time of any calculation with respect thereto the numerical rate of interest which will be in effect during all remaining portions of the term thereof cannot be determined.

Section 1.2. **Authorization**. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

ARTICLE II

EXCISE TAX REVENUE OBLIGATIONS

Section 2.1. **Authorization of the Obligations**.

(a) The Trustee is hereby authorized and directed to execute and deliver to the Original Purchaser, Obligations in an aggregate principal amount of $_____ evidencing proportionate ownership interests in the Agreement and all Payments and the Prepayments.

(b) The Trustee shall not at any time while the Obligations are Outstanding execute additional bonds or obligations payable from the Payments. The Obligations shall in no event be deemed an obligation or debt of the Trustee.

Section 2.2. **Date**. Each Obligation shall be dated _____, 2013, and interest with respect thereto shall be payable from such date, or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. **Maturities and Interest Rates**. The Obligations shall be in the denomination of $5,000 or any integral multiple thereof, except that no Obligation may have principal maturing in more than one year. The Obligations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Maturity Dates (July 1)	Principal Amounts	Interest Rates

Section 2.4. **Form of Obligations; Interest on Obligations**. The Obligations shall be in fully registered certificated form.

Interest on the Obligations shall be payable semiannually on January 1 and July 1 of each year commencing January 1, 2014, to and including the date of maturity or redemption, whichever is earlier. Said interest shall represent the portion of Payments designated as interest and coming due during the six-month period (or such shorter period from the date of the Obligations) preceding each Interest Payment Date with respect to the Obligations.

The proportionate share of the portion of Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months).

Section 2.5. **Form**. The fully registered form of the Obligations and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A, attached hereto and incorporated herein. The Obligations may only be sold to a Qualified Investor.

Section 2.6. **Execution**. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any authorized representative whose signature appears on any Obligation ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the authorized representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee upon any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. **Application of Proceeds**. The proceeds received by the Trustee from the sale of the Obligations shall forthwith be set aside by the Trustee in the following respective funds:

(1) The Trustee shall deposit the amount of $_____ to the Delivery Costs Fund;

(2) The Trustee shall deposit the amount of $_____ to the Prepayment Fund.

Section 2.8. **Transfer and Exchange**.

(a) Transfer of Obligations. Any Obligation may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes a Certificate of Qualified Investor in the form attached to the form of Obligation, attached as Exhibit 1 hereto, and who agrees to comply with all applicable

federal and state securities laws. Any Obligation may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same series, maturity and interest rate and for a like aggregate principal amount.

(b) Exchange of Obligations. Obligations may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Obligations of authorized denominations of the same series, maturity and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax, or other governmental charge required to be paid, other than one imposed by the Town, or any fee or expense of the Trustee or the Town with respect to such exchange or transfer.

Section 2.9. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, series, maturity and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Obligation Owner. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Obligation Owner, shall execute and deliver a new Obligation of like tenor, series, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section 2.9 and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.9. Any Obligation executed and delivered under the provisions of this Section 2.9 in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section 2.9, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.10. Payment.

(a) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the person appearing on the registration books of the Trustee as the

Owner thereof as of the Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed by first class mail to such Owner at his address as it appears on such registration books; provided, however, that interest payable to any securities depository or any Owner of $1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States of America if the Owner makes a written request of the Trustee at least twenty (20) days before the Interest Payment Date specifying the account address. The notice may provide that it shall remain in effect for subsequent interest payments until otherwise requested in a subsequent written notice. The principal and redemption price, if any, with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the designated office of the Trustee.

Section 2.11. **Execution of Documents and Proof of Ownership**. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Obligations by any person and the amount, the maturity and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.12 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.12. **Obligation Register**. The Trustee will keep or cause to be kept, at its designated office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours be open to inspection by the Town and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may

prescribe, register or transfer or cause to be registered or transferred, on said books, Obligations as hereinbefore provided.

Section 2.13. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years (subject to applicable escheat law) from its payment date or any Obligation is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The Trustee's obligation to hold such funds shall continue for two years and six (6) months (subject to applicable escheat law) following the date on which such interest or principal payment became due, whether at maturity, or at the date fixed for redemption, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the Town, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the Town.

ARTICLE III

APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE; PREPAYMENT FUND; REDEMPTION; DELIVERY COSTS FUND

Section 3.1. **Prepayment Fund**. The Trustee shall establish a special trust fund designated as the "Town of Oro Valley Prepayment Fund" (hereinafter referred to as the "Prepayment Fund"); shall keep such fund separate and apart from all other funds and moneys held by it; and shall administer such fund as provided in this Trust Agreement.

Section 3.2. **Providing for Redemption of the Bonds Being Refunded**. Pursuant to Sections 7.01 and 7.03 of the Lease-Purchase Agreement, the Town instructs the Trustee to deliver to Wells Fargo Bank, N.A. (formerly Wells Fargo Bank Arizona, N.A.), in its capacity as assignee of the Lessor's rights under the Lease-Purchase Agreement and as trustee under the Third Supplement to Trust Indenture, $_____ from the Prepayment Fund, at least two Business Days prior to July 1, 2013, as prepayment in full of the remaining rental payments due pursuant to the Third Amendment to Lease-Purchase Agreement relating to the Series 2003 Bonds and to use such prepayments to defease and redeem in advance of maturity the Bonds Being Refunded.

Section 3.3. **Establishment and Application of Delivery Costs Fund**.

(a) The Trustee shall establish a special trust fund designated as the "Town of Oro Valley 2013 Delivery Costs Fund" (hereinafter referred to as the "Delivery Costs Fund"), shall keep such fund separate and apart from all other funds and moneys held by it, and shall administer such fund as provided in this Article III.

(b) Amounts in the Delivery Costs Fund shall be disbursed for Delivery Costs. Disbursements from the Delivery Costs Fund shall be made by the Trustee upon receipt of a certificate requesting disbursement executed or approved by the Town Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed.

(c) On the earlier of _____, 20__, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a Town Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Delivery Costs Fund to the Payment Fund or the Prepayment Fund as directed by the Town, and the Delivery Costs Fund shall be closed.

Section 3.4. **Payments by the Town**. Subject to the limitation to Excise Taxes, the Town shall be required to make Payments as required in Section 1 of the Agreement as necessary to make the payments shown on Exhibit A to the Agreement, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. The Trustee, on or before the first Business Day of each month, shall notify the Town of the amount required to be paid that month after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith, during such month.

ARTICLE IV

REDEMPTION OF OBLIGATIONS

Section 4.1. **Optional Redemption**. The Obligations maturing on or before _____, 20__ are not subject to redemption prior to their stated maturity. The Obligations maturing on and after _____, 20__ are subject to redemption prior to their stated maturity, in whole or in part, on any date on or after _____, 20__, from such maturities as may be selected by the Town and by lot within any maturity, by such methods as may be selected by the Trustee, from Prepayments made at the option of the Town, at a redemption price equal to the principal amount of the Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

Section 4.2. **Mandatory Redemption**. [To come.]

Section 4.3. **Selection of Obligations for Redemption**. The Obligations shall be redeemed only in the principal amounts of $5,000 each or integral multiples thereof. The Town shall, at least sixty (60) days prior to the redemption date, notify the Trustee of such redemption date and of the maturities of the Obligations and the principal amount of the Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Obligations of a single maturity, the particular Obligations or portions of Obligations of such maturity to be redeemed shall be selected by lot not less than thirty (30) days prior to the redemption date by the Trustee by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Obligations or portions thereof for redemption in principal amounts of $5,000 or integral multiples thereof such that any $5,000 Obligation or $5,000 portion of an Obligation of such maturity shall be as likely to be called for redemption as any other such $5,000 Obligation or $5,000 portion thereof. The Trustee shall promptly notify the Town in writing of the Obligations so selected for redemption, and the Town will provide the Trustee within thirty (30) days a recomputed payment schedule for the Agreement.

Section 4.4. **Notice of Redemption**. When redemption, other than redemption at maturity, is authorized pursuant to this Article IV, the Trustee shall give notice of the redemption of the Obligations. Such notice shall specify: (a) that the Obligations or a designated portion thereof are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, (d) in the case of each Obligation called only in part, the portion of the principal thereof which is to be redeemed and (e) in the case of any Obligation to be redeemed, the redemption price. The notice shall further state that if, on the specified redemption date, moneys for redemption of all said Obligations to be redeemed, together with interest to the date of redemption, shall be held by the Trustee, then, from and after such date of redemption, interest with respect to the Obligations so called shall cease to accrue and become payable.

The Trustee shall cause notice of such redemption to be mailed by first class mail to the respective Owners of Obligations designated for redemption at their addresses appearing on the Obligation registration books, at least thirty (30) days, but not more than sixty (60) days prior to the redemption date, which notice shall, in addition to setting forth the above information, set forth, in the case of each Obligation called only in part, the portion of the principal thereof which

is to be redeemed; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Obligations.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the Town or by a Trustee prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on or prior to the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect. The notice of redemption shall describe the conditional nature of the redemption. If a conditional redemption notice has been given and money sufficient to redeem all the Obligations or portions thereof called for redemption is not held in separate accounts by the Town or by a Trustee on the day set for redemption, then such redemption shall be cancelled and be of no force and effect.

With respect to any notice of optional redemption of Obligations in accordance with this Section, unless, upon the giving of such notice, such Obligations shall be deemed to have been paid within the meaning of Article XIII hereof, such notice may, at the option and direction of the Town, state that such redemption shall be conditional upon the receipt by Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Obligations to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect and Trustee, on behalf of the Town, shall not be required to redeem such Obligations. In the event that such notice of redemption contains such a condition and such moneys are not so received, (i) the redemption shall not be made and Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received, and (ii) the failure to receive such moneys shall not constitute an Event of Default.

Section 4.5. **Partial Redemption of Obligations**. Upon surrender of any Obligation redeemed in part only, the Trustee shall execute and deliver to the registered Owner thereof, at the expense of the Town, a new Obligation or Obligations of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Obligation surrendered and of the same maturity.

Section 4.6. **Effect of Notice of Redemption**. Notice having been given as aforesaid, and moneys for the redemption (including the interest on Obligations to the applicable date of redemption and any applicable premium), having been set aside in the Payment Fund, the Obligations shall become due and payable on said date of redemption, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Obligations shall be paid at the unpaid principal amount (or applicable portion thereof) with respect thereto, plus interest accrued and unpaid to said date of redemption on Obligations and any applicable premium.

If, on said date of redemption, moneys for the redemption of all the Obligations to be redeemed, together with interest to said date of redemption, shall be held by the Trustee so as to be available therefor on such date of redemption, and, if notice of redemption thereof shall have been given as aforesaid, then, from and after said date of redemption, interest with respect to the Obligations shall cease to accrue and become payable. All moneys held by or on behalf of the Trustee for the redemption of Obligations shall be held in trust for the account of the Owners of the Obligations so to be redeemed.

All Obligations paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

ARTICLE V

PAYMENTS; PAYMENT FUND; RESERVE FUND

Section 5.1. **Trustee's Rights in Agreement**. The Trustee under the Agreement holds in trust hereunder all of its rights and duties in the Agreement, including but not limited to all of the Trustee's rights to receive and collect all of the Payments, the Prepayments and all other amounts required to be deposited in the Payment Fund pursuant to the Agreement or pursuant hereto. All Payments, Prepayments and such other amounts to which the Trustee may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments and Prepayments collected or received by the Trustee shall be held by the Trustee in trust hereunder.

Section 5.2. **Establishment of Payment Fund**. The Trustee shall establish a special fund designated as the "Town of Oro Valley 2013 Payment Fund" (which shall also be known as the "Payment Fund"). All moneys at any time deposited by the Trustee in the Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Obligations. So long as any Obligations are Outstanding, the Town shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.3. **Deposits**. Subject to the provisions of Section 6.1 hereof, the Town shall make Payments as shown on Exhibit A to the Agreement, taking into account any monies on deposit in the Payment Fund as a credit towards any portion of the Payment allocated to interest then due to be deposited in the Payment Fund. The Trustee, not less than ten (10) Business Days prior to each Payment Date, shall notify the Town of the amount required to be paid after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith, on or before such Payment Date. All amounts received by the Trustee as Payments shall be deposited in the Payment Fund.

Section 5.4. **Application of Moneys**. All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest and redemption premiums, if any, with respect to the Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV hereof.

Section 5.5. **Transfers of Investment Earnings to Payment Fund**. Subject to Section 7.7 pertaining to arbitrage rebate, the Trustee shall, at least annually fifteen days prior to each July 1 Interest Payment Date, transfer any remaining income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.6. **Surplus**. Any surplus remaining in any of the funds created hereunder, after redemption and payment of all Obligations, including premiums and accrued interest, if any, and payment of any applicable fees to the Trustee, or provision for such redemption or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the Town.

Section 5.7. **Separate Funds and Accounts**. Monies and investments properly paid into and held in the funds and accounts established hereunder shall not be subject to

the claims of the owners of any Parity Obligations, except to the extent applicable for the Reserve Fund or moneys drawn on a Reserve Fund Guaranty, and the Owners of the Obligations shall have no claim or lien upon any monies or investments properly paid into and held in the funds and accounts established under the proceedings for any Parity Obligations other than the Reserve Fund (unless a separate reserve fund is established) or monies drawn on a Reserve Fund Guaranty (unless a separate reserve fund guaranty is obtained).

Section 5.8. **Reserve Fund**. The Trustee shall establish a special fund designated as the "Town of Oro Valley 2013 Reserve Fund" (which shall also be known as the "Reserve Fund"). So long as the aggregate amount of Excise Taxes herein pledged and received by or on behalf of the Town during the prior Fiscal Year is at least 250% of the highest aggregate Annual Debt Service Requirement for the current or any future Bond Year for the Obligations and all Parity Obligations, then the Town is not obligated to fund the Reserve Fund. If such Excise Taxes are less than 250% of such Annual Debt Service Requirement, Town shall in addition to the payments provided under the Agreement, pay to the Trustee for deposit into the Reserve Fund, on each Interest Payment Date, one-tenth of Maximum Annual Debt Service on the Obligations and any Parity Obligation, except those for which a separate reserve fund is established or no reserve fund is required until the amount in the Reserve Fund equals the Reserve Fund Requirement. If at the close of any Fiscal Year, such Excise Taxes are less than 250% of such Annual Debt Service Requirement, the Town shall so notify the Trustee in writing.

The Reserve Fund shall be an integrated and indivisible common Reserve Fund established and required hereunder for the Obligations and all Parity Obligations except to the extent that the Town establishes a separate reserve fund for the Parity Obligations or no reserve fund is required for such Parity Obligations. Amounts in the Reserve Fund shall be available to be applied as provided herein.

Amounts in the Reserve Fund shall be drawn out by the Trustee and used to make payment of principal and interest on the Obligations, and on any Parity Obligations for which a separate reserve fund is not established, in the event that amounts in the Payment Fund or other funds held for payment of principal and interest on such Obligations or Parity Obligations are insufficient.

In the event that after funding the Reserve Fund the Reserve Fund Value is less than the Reserve Fund Requirement, the Town shall, in addition to the payments provided under the Agreement, immediately pay to the Trustee an amount sufficient to cause the Reserve Fund Value to equal the Reserve Fund Requirement.

In lieu of funding with cash payments, the Town may deliver to the Trustee a Reserve Fund Guaranty. The Trustee is authorized and directed to execute (if necessary), deliver and comply with all of the terms and conditions of any Reserve Fund Guaranty and Reserve Fund Guaranty Agreements and related restrictions or directions in connection with the Obligations and any Parity Obligations.

In connection with the issuance of any additional Parity Obligations, if the above conditions requiring the funding of the Reserve Fund have occurred and if the Town elects to fund the reserve fund with respect to such Parity Obligations, the Reserve Fund shall be funded in an

amount equal to the Reserve Fund Requirement which applies after the issuance of such Parity Obligations or the Town shall deliver to the Trustee a Reserve Fund Guaranty complying with the requirements of Section 5.9 hereof, or a combination of the foregoing. Notwithstanding the foregoing, the Town reserves the right to not require a reserve fund with respect to Parity Obligations or to establish a separate reserve fund for any or all issues of Parity Obligations which may, in lieu of the Reserve Fund created herein, be funded (if the above conditions for funding the Reserve Fund occur) with the Reserve Fund Requirement applicable to such issue or covered by a Reserve Fund Guaranty or a combination thereof, provided that amounts to be paid into any such separate reserve fund or to pay the Reserve Fund Guarantor, other than from proceeds of such issue, shall be made on a parity with payments into the Reserve Fund hereby established and shall not exceed, in any Bond Year, the proportionate deficit payment allocable to such separate reserve fund. For the purposes hereof, "proportionate deficit payment" means an amount which bears the same proportion to the deficit in a given separate reserve fund that the amount available to remedy deficits in the Reserve Fund and all separate reserve funds bears to the aggregate deficit or deficits in the Reserve Fund and all separate reserve funds.

With respect to the Obligations or any Parity Obligations with respect to which a Reserve Fund Guaranty is then in effect, if on the Business Day preceding any day on which Payments or other debt service is due on the Obligations or Parity Obligations there are not to the knowledge of the Trustee on deposit in the applicable payment fund and the Reserve Fund sufficient moneys to pay all Payments or debt service to become due on such date, the Trustee shall immediately notify the Reserve Fund Guarantor of such deficiency and shall do all things necessary under the terms of the Reserve Fund Guaranty to realize and receive on or before such date or as soon thereafter as is practicable moneys in the amount of such deficiency. All amounts received by the Trustee as payments under the Reserve Fund Guaranty shall be deposited to the Reserve Fund.

To the extent any moneys have been withdrawn from the Reserve Fund by the Trustee, no portion of the Excise Taxes shall be considered surplus revenues or available to the Town until such Excise Taxes, or other available moneys, have first been applied to the extent required to reimburse the Reserve Fund for any such withdrawal or to increase the Reserve Fund Value to the Reserve Fund Requirement. If a Reserve Fund Guaranty is in effect with respect to any obligations, reimbursements to the Reserve Fund for such obligations shall be applied, first, to the extent a Reserve Fund Guaranty Agreement so requires, to pay to the Reserve Fund Guarantor any amounts owed to it pursuant to the Reserve Fund Guaranty Agreement and then to the Reserve Fund.

If on any Computation Date, the Reserve Fund Value exceeds the Reserve Fund Requirement, such excess shall be transferred to the Payment Fund or other applicable payment fund in proportion to the amounts next to come due on the Obligations and any Parity Obligations for which a separate reserve fund is not established or for which no reserve fund is required except, with respect to the Obligations or any issue of Parity Obligations with respect to which a Reserve Fund Guaranty is in effect, as may otherwise be provided in the Reserve Fund Guaranty Agreement.

Any investment earnings allocated to the Reserve Fund after deduction of amounts to be set aside for rebate to the federal government pursuant to this Trust Agreement shall be used

first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the Reserve Fund Guaranty and any interest thereon and, to the extent not necessary for such purpose, shall be transferred by the Trustee to the Payment Fund or to any other payment fund for Outstanding Parity Obligations for which a separate reserve fund is not established.

Section 5.9. **Reserve Fund Guaranty**. If at any time the Town shall deliver to the Trustee (i) a Reserve Fund Guaranty, (ii) an opinion of Independent Counsel, as described in Section 11.4 hereof, stating that the delivery of such Reserve Fund Guaranty to the Trustee is authorized under this Trust Agreement and complies with the terms hereof and thereof, (iii) evidence that the Reserve Fund Guarantor is rated "AA" or better by S&P, and (iv) evidence satisfactory to the Trustee that Moody's, if the Obligations are rated by Moody's, or S&P, if the Obligations are rated by S&P, or Fitch, if the Obligations are rated by Fitch, or any combination of the foregoing, as applicable, has reviewed the proposed Reserve Fund Guaranty and that (x) the issuance of the Reserve Fund Guaranty to the Trustee and (y) if a Reserve Fund Guaranty is then in effect with respect to the Reserve Fund, the substitution of the proposed Reserve Fund Guaranty for the Reserve Fund Guaranty then in effect, will not, by itself, result in a reduction or withdrawal of its rating on the Obligations, and if such rating shall be in effect on the date of such issuance and, if applicable, substitution, then the Trustee shall accept such Reserve Fund Guaranty and promptly surrender the previously held Reserve Fund Guaranty, if any, to the issuer thereof for cancellation.

ARTICLE VI

PLEDGE AND LIEN

Section 6.1. **Pledge**. Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes, is irrevocably made and created by the Town pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as hereinafter specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes hereby pledged to the payment thereof, regardless of the issue of the Obligations in series, or the delivery of any of the Obligations prior to the delivery of any other of the Obligations of said series, or regardless of the time or times the Obligations mature or are called for redemption prior to maturity or otherwise. All of the Obligations are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor.

Section 6.2. **Protection of Lien**. The Trustee and the Town hereby agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof. The Trustee and the Town agree that no obligations the payment of which is secured by a superior or equal claim on or interest in property or revenues pledged hereunder will be issued by either except in lieu of, or upon transfer of registration or exchange of, any Obligation as provided herein and except for Parity Obligations.

Section 6.3. **Existing Parity Pledge**. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of the Excise Taxes to payments due on or with respect to the Existing Parity Obligations.

Section 6.4. **Parity Obligations**. The Town reserves the right to issue additional Parity Obligations payable from and secured by an equal lien on the Excise Taxes with the Obligations herein authorized and for the purpose or purposes as specified by law, but no such additional Parity Obligations shall be issued unless all of the following conditions are met:

(a) All deposits in the funds and accounts created under Article 5 hereof must be current.

(b) A certificate of the Finance Director of the Town or other officer acting as chief fiscal officer of the Town shall have been received and placed on file with the Trustee to evidence that the aggregate amount of Excise Taxes herein pledged and received by or on behalf of the Town during the Fiscal Year next preceding the date of issuance of any such additional Parity Obligations is at least equal to 200% of the highest aggregate Annual Debt Service Requirement (including such Parity Obligations) for the Obligations and any Parity Obligations for the Bond Years in which the Obligations or any Parity Obligations are Outstanding.

If the Town issues Parity Obligations to refund the Obligations or one or more series of other Parity Obligations by providing for payment of the amounts due thereon in advance of their maturity then, for purposes of this Trust Agreement, such refunded Obligations or Parity Obligations to the extent they will no longer be Outstanding after the refunding, will be treated as not Outstanding for the purpose of determining the Annual Debt Service Requirement.

(c) If the Parity Obligations proposed to be issued constitute Variable Rate Indebtedness, the proceedings authorizing the issuance of such Parity Obligations shall specify a maximum interest rate payable on such Parity Obligations.

(d) The obligation to make payments on the Parity Obligations from Excise Taxes shall not be subject to acceleration for any reason and such payments shall not be made immediately due and payable prior to their scheduled due date.

Parity Obligations may include any long term obligation or deferred payment for property including, without limitation, installment purchase or lease-purchase agreements. For the purpose of this Section 6.4, payments on installment purchase or lease-purchase agreements shall be deemed to include a principal component and an interest component and references in this Trust Agreement to the payment of principal, interest and premium shall include the payment of lease purchase or installment purchase payments. On or before the date of issuance of any Parity Obligations, the Town shall deliver to the Trustee in writing a description of the Parity Obligations, the dates and amounts due thereon and shall further provide the Trustee with a copy of the proceedings authorizing the Parity Obligations.

ARTICLE VII

MONEYS IN FUNDS; INVESTMENT; ARBITRAGE REBATE FUND

Section 7.1. **Held in Trust**. Except as otherwise provided herein, the moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Town, the Trustee or any Owner of Obligations.

Section 7.2. **Investments Authorized**. Upon written order of the Town Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee in Permitted Investments listed in Section A of Section 1.1 hereof. The Town Representative may by written order filed with the Trustee direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 7.2 and may invest in funds which are Permitted Investments to which the Trustee or any of its affiliates provide services as an investment advisor. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Amounts in the Payment Fund may be invested only in Permitted Investments which (i) are rated no lower than the underlying rating on the Obligations or (ii) secured by obligations which are so rated. Absent written direction of the Town, the Trustee shall invest moneys held under this Trust Agreement in those investments described in clauses (3) or (5) of Permitted Investments.

Section 7.3. **Accounting**. The Trustee shall furnish to the Town, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 7.2 hereof.

Section 7.4. **Allocation of Earnings**. Subject to Section 7.7 pertaining to arbitrage rebate, Section 5.5 pertaining to annual transfers to the Payment Fund and Section 5.8 pertaining to the Reserve Fund, any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

Section 7.5. **Valuation and Disposition of Investments**. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell at the best price obtainable, or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 7.6. **Arbitrage Covenant**. The Town hereby covenants with the Owners of the Obligations that it will make no use of the proceeds of the Obligations or other moneys which would cause the obligations of the Town under the Agreement to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Internal Revenue Code of 1986, as amended.

Section 7.7. **Tax Covenants**. In consideration of the acceptance and execution of the Agreement by the Trustee and the purchase by the Obligation holders, from time to time, and in consideration of retaining the exclusion of interest income from gross income on the Agreement and the Obligations for federal income tax purposes, the Town covenants with the Trustee and the Obligation holders from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in interest income on the Agreement or the Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Agreement or such laws as they may be modified or amended.

The Town agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on the Agreement or the Obligations from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Agreement; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Agreement; and limiting the use of the proceeds of the Agreement and property financed thereby.

In the event the Town is required to rebate any earnings and profits from the investments of the Obligations, the Trustee shall establish a separate "Arbitrage Rebate Fund". The Arbitrage Rebate Fund shall be held separate and apart from all other funds and accounts held by the Trustee. The Arbitrage Rebate Fund shall be funded with earnings and profits from the investment of the Obligation proceeds on an annual basis. The Town must compute, or engage professionals to compute, the exact amount of earnings which need to be deposited into the Arbitrage Rebate Fund no later than thirty (30) days after each anniversary of the Obligation issuance unless and until advised by such professionals that further calculation of rebate amounts is not necessary.

No later than sixty (60) days after each fifth anniversary of the Obligation issuance, upon receipt from the Town, the Trustee shall file a completed Form 8038-T, and remit the payment required by Internal Revenue Code Section 148(f)(3), as directed by the Town with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255. Such payment shall be from moneys contained in the Arbitrage Rebate Fund. In addition, upon the redemption of the last Obligation of the issue, upon receipt from the Town, the Trustee shall file, within sixty (60) days after the last redemption, a completed Form 8038-T and remit, as directed by the Town, the final payment as required by Internal Revenue Code Section 148(f)(3). In the event there is insufficient

moneys in the Arbitrage Rebate Fund to make a payment when due, the Town shall pay to the Trustee from Excise Taxes or other money lawfully available therefor the amount necessary to provide the Trustee with an amount sufficient to make such payment when due.

ARTICLE VIII

THE TRUSTEE

Section 8.1. **Appointment of Trustee**. _____ is hereby appointed Trustee by the Town for the purpose of executing and delivering the Agreement and receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Town covenants that it will maintain as Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or State authority, so long as any Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 8.1 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to redeem the Obligations when duly presented for payment at maturity, or on redemption, and to cancel all Obligations upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Obligations paid and discharged.

Section 8.2. **Liability of Trustee; Standard of Care**. The recitals of facts, covenants and agreements herein and in the Obligations contained shall be taken as statements, covenants and agreements of the Town, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Trust Agreement or of the Obligations or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon them, respectively, including but not limited to the Trustee's obligations under Section 7.7 hereof. Prior to the occurrence of an Event of Default hereunder, or after the timely cure or waiver of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent indenture trustee would exercise under the circumstances in the conduct of the Trustee's corporate trust business.

Section 8.3. **Merger or Consolidation**. Any bank or company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such bank or company shall be eligible under Section 8.1

hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 8.4. **Protection and Rights of the Trustee**. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel, who may be counsel to the Town with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the Town Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the Town with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The recitals, statements and representations by the Town contained herein or in the Obligations shall be taken and construed as made by and on the part of the Town and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or

power hereunder or for anything whatever in connection with the funds established hereunder, except only for its own willful misconduct or negligence.

No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

The Trustee shall not be accountable for the use or application by the Town or any other party of any funds which the Trustee has released in accordance with the terms hereof.

The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

Notwithstanding any provision herein or in the Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 10(a)(1) of the Agreement, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the Town or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding.

Section 8.5. **Compensation of Trustee**. The Town shall from time to time, as agreed upon between the Town and the Trustee, pay to the Trustee reasonable compensation for its services, and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder.

Section 8.6. **Removal of Trustee**. The Town (but only if no Event of Default has occurred and is continuing), or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, by written directive, at any time and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company authorized to do business in the State of Arizona, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by Federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 8.6, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice to the Town. Upon receiving such notice of resignation, the Town shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the Town does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. Trustee and Town

shall execute any documents reasonably required to affect the transfer of rights and obligations of the Trustee to the successor trustee. Upon such acceptance, the successor trustee shall mail notice thereof to the Obligation Owners at their respective addresses set forth on the Obligation registration books maintained pursuant to Section 2.12 hereof.

Notwithstanding the foregoing, in the event the Trustee merges or becomes consolidated with any other entity which resulting entity is otherwise qualified to be a successor trustee hereunder, such resulting entity shall assume all rights, obligations and duties of the Trustee hereunder and under the Agreement without the execution or filing of any papers or any further act on the part of either party hereto.

Section 8.7. **Appointment of Agent**. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee hereunder and to hold title to property or to take any other action which may be desirable or necessary.

Section 8.8. **Commingling**. The Trustee may commingle any of the funds held by it pursuant hereto in a separate fund or funds for investment purposes only; provided, however, that all funds held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 8.9. **Records**. The Trustee shall keep complete and accurate records of all moneys received and disbursed hereunder, which shall be available for inspection by the Town, or any of their agents, at any time during regular business hours. The Trustee shall provide the Town Representative with semiannual reports of funds transactions and balances.

Section 8.10. **Force Majeure**. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources or energy, material or supplies in the open market, litigation or arbitration involving a party, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Section 8.11. **Facsimile Instruction**. The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Trust Agreement provided, however, that: (a) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated person.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Town elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Town agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

ARTICLE IX

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 9.1. <u>Amendments Permitted</u>.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 9.3 hereof, shall have been filed with the Trustee. No such modification or amendment shall (i) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof or reducing any premium payable upon the redemption thereof, without the express consent of the Owner of such Obligation, or (ii) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Agreement, or (iii) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 9.2 hereof.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee or the Town, (ii) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or (iii) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not adversely affect the interests of the Owners of the Obligations. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

Section 9.2. <u>Procedure for Amendment With Written Consent of Obligation Owners</u>. This Trust Agreement and the Agreement may be amended by supplemental agreement as provided in this Section 9.2 in the event the consent of the Owners of the Obligations are required pursuant to Section 9.1 hereof. A copy of such supplemental agreement, together with a request to the Obligation Owners for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at his address as set forth on the Obligation registration books maintained pursuant to Section 2.12 hereof, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as in this Section 9.2 provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 9.3 hereof) and a notice shall have been mailed as hereinafter in this Section 9.2 provided. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of

ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.11 hereof. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section 9.2 provided for has been mailed.

After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section 9.2 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

Section 9.3. **Disqualified Obligations**. Obligations owned or held by or for the account of the Town or by any person directly or indirectly controlled by, or under direct or indirect common control with the Town (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for herein and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

Section 9.4. **Effect of Supplemental Agreement**. From and after the time any supplemental agreement becomes effective pursuant to this Article IX, this Trust Agreement or the Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Agreement, as the case may be, for any and all purposes.

The Trustee may require each Obligation Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal whether the Obligations as to which such consent is given are disqualified as provided in Section 9.3 hereof.

Section 9.5. **Endorsement or Replacement of Obligations Delivered After Amendments**. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at

the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the principal office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 9.6. **Amendatory Endorsement of Obligations**. The provisions of this Article IX shall not prevent any Obligation Owner from accepting any amendment as to the particular Obligations held by him, provided that proper notation thereof is made on such Obligations.

ARTICLE X

COVENANTS; NOTICES

Section 10.1. **Compliance With and Enforcement of Agreement**. The Town covenants and agrees with the Owners of the Obligations to perform all obligations and duties imposed on it under the Agreement.

The Town will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default under the Agreement.

Section 10.2. **Observance of Laws and Regulations**. The Town will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Town, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 10.3. **Prosecution and Defense of Suits**. The Town shall promptly prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Obligation Owner harmless for, from and against all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 10.4. **Further Assurances**. The Trustee and the Town will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Agreement, and for the better assuring and confirming unto the Owners of the Obligations the rights and benefits provided herein.

Section 10.5. **Notification to the Town of Failure to Make Payments**. The Trustee shall notify the Town of any failure by the Town to make any Payment or other payment required under the Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default hereunder or under the Agreement.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. **Limited Liability of the Town**. Except for the payment of Payments and the Prepayments from Excise Taxes when due in accordance with the Agreement and the performance of the other covenants and agreements of the Town contained in the Agreement, the Town shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Obligations with respect to this Trust Agreement, or the terms, execution, delivery or transfer of the Obligations, or the distribution of Payments and Prepayments to the Owners by the Trustee.

Section 11.2. **No Liability of the Town for Trustee Performance**. The Town shall have no obligation or liability to any of the other parties or to the Owners of the Obligations with respect to the performance by the Trustee of any duty imposed upon it hereunder.

Section 11.3. **Indemnification of the Trustee**. To the extent permitted by law, the Town shall indemnify and save the Trustee harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (a) any breach or default on the part of the Town in the performance of any of its obligations hereunder and under any other agreement made and entered into for purposes of the defeasing the Bonds Being Refunded; or (b) the Trustee's exercise and performance of its powers and duties hereunder. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. The Town's obligations hereunder shall remain valid and binding notwithstanding the maturity and payment of the Obligations or resignation or removal of the Trustee.

The Trustee, promptly after determining that any event or condition which requires or may require indemnification by the Town hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, shall notify the Town in writing of such circumstances or action (the "Notification"). Upon giving of the Notification, the Trustee shall cooperate fully with the Town in order that the Town may defend, compromise or settle any such matters or actions which may result in payment by Town hereunder. The Town shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the Town, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the Town timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the Town hereunder. The Town shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the Town shall pay all losses and the Trustee shall be fully released from such claim or action. If the Town either fails to timely give its notice or notifies the Trustee that the Town will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion and in an effort to minimize any claims for indemnity made hereunder. In the event the Town is required to and does indemnify the Trustee

as herein provided, the rights of the Town shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 11.4. **Opinion of Counsel**. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 12.1. **Trustee's Rights Held in Trust**. As provided herein, the Trustee holds in trust hereunder all of the Trustee's rights in and to the Agreement, including without limitation all of the Trustee's rights to exercise such rights and remedies conferred on the Seller pursuant to the Agreement as may be necessary or convenient to enforce payment of the Payments, Prepayments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of Excise Taxes.

Section 12.2. **Remedy**. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Obligations and indemnified to its satisfaction from any liability or expense shall, exercise one or more of the following remedies:

(a) The Trustee may proceed to protect and enforce its rights and the rights of the holders of the Obligations hereunder by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Agreement, or in aid of the execution of any power granted herein or in the Agreement or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, may deem most effectual to protect and enforce any of the rights or interests under the Obligations, this Trust Agreement and/or the Agreement. All rights of action hereunder or under any of the Obligations or under the Agreement may be enforced by the Trustee without the possession of any of the Obligations or the production thereof on any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the Owners of the Obligations.

(b) The Trustee, upon the bringing of a suit to enforce any of its rights hereunder or under the Agreement, as a matter of right without notice and without giving bond to the Town or anyone claiming under them, may (i) have a receiver appointed of all of the property encumbered hereby and of the earnings, income, rents, issues and profits thereof, and of all the Excise Taxes which are pledged for the payment of the payments under the Agreement, pending such proceedings, with such powers as the court making such appointment shall confer, including such powers as may be necessary or usual in such cases for the collection and proper disbursement of the Excise Taxes pledged for the payment of the payments under the Agreement, and the Town does hereby irrevocably consent to such appointment and (ii) seek and obtain such injunctive relief as may be appropriate.

(c) The Trustee is hereby appointed, and the successive respective Owners by taking and owning the Obligations, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney-in-fact of the respective Owners, with authority to make or file, in the respective names of the Owners or in behalf of all Owners as a class, any proof of debt, amendment to proof of debt, petition or other document; to receive payment of all sums becoming distributable on account thereof; to execute any and all acts and things for and in behalf of all

Owners as a class, as may be necessary or advisable, in the opinion of the Trustee, in order to have the respective claims of the Owners against the Town allowed in any equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the Town shall be a party. The Trustee shall have full powers of substitution and delegation in respect of any such powers.

(d) Notwithstanding anything herein or in the Agreement to the contrary, there shall be no right under any circumstances to (i) accelerate the maturities of the Obligations (other than as provided for optional and mandatory redemption), or (ii) to declare any Payment not then past due or in default to be immediately due and payable.

Section 12.3. **Application of Funds**. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XII or Section 10 of the Agreement shall be applied by the Trustee in the order following upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of the Trustee and of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel, and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations for principal and interest, with interest on the overdue principal and installments of interest at the Default Rate (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 12.4. **Institution of Legal Proceedings**. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 12.5. **Non-Waiver**. Nothing in this Article XII or in any other provision of this Trust Agreement or in the Obligations, shall affect or impair the obligation of the Town to pay or prepay the Payments as provided in the Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Obligation Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Owners of Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 12.6. **Power of Trustee to Control Proceedings**. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Obligations Outstanding.

Section 12.7. **Limitation on Obligation Owners' Right to Sue**. No Owner of any Obligation executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Obligations.

The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision hereof.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. **Defeasance**. If and when all Outstanding Obligations shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest and redemption premiums (if any) with respect to all Obligations Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all Obligations Outstanding, including all principal and interest and premium, if any;

(c) by depositing with a Depository Trustee, in trust for such purpose, any noncallable United States Obligations in such amount as shall be certified to the Trustee and the Town by a national firm of certified public accountants acceptable to both the Trustee and the Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Obligations (including all principal, interest and redemption premiums) at their respective maturity dates or prior redemption dates, which deposit may be made in accordance with the provisions of Section 9 of the Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the Town with respect to all Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Payments paid by or on behalf of the Town from funds deposited pursuant to paragraphs (b) or (c) of this Section, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such Payments under the Agreement.

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) through (c) of this Section, which are not required for the payment to be made to Owners, shall be paid over to the Town.

Any Obligation or portion thereof in authorized denominations may be paid and discharged as provided in this Section 13.1; provided, however, that if any such Obligation or portion thereof is to be redeemed, notice of such redemption shall have been given in accordance with the provisions hereof or the Town shall have submitted to the Trustee instructions expressed to be irrevocable as to the date upon which such Obligation or portion thereof is to be redeemed and as to the giving of notice of such redemption; and provided further, that if any such Obligation or portion thereof will not mature or be redeemed within sixty (60) days of the deposit referred to in paragraphs (b) or (c) of this Section 13.1, the Trustee shall give notice of such deposit by first class mail to the Owners.

After provision for the Obligations has been made under (c) above, at the direction of the Town, all or any part of the United States Obligations held by the Depository Trustee may be liquidated and the proceeds therefrom together with all or any portion of the moneys held by the Depository Trustee may be used to acquire other United States Obligations which the Depository Trustee shall hold provided that thereafter the moneys and United States Obligations held by the Depository Trustee shall remain sufficient, as evidenced by a certificate of a national firm of certified public accountants to pay and discharge all Obligations (including all principal, interest and redemption premiums) at their respective maturity dates or prior redemption dates.

No Payment or Obligation may be so provided for and no liquidation or acquisition may be made if, as a result thereof, or of any other action in connection with which the provisions for payment of such Payment or Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. The Trustee, the Depository Trustee, and the Town may rely upon an opinion of nationally recognized bond counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Payments or Obligations.

The Depository Trustee shall be any bank or trust company, which may be the Trustee, designated by the Town, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

Section 13.2. **Records**. The Trustee shall keep complete and accurate records of all moneys received and disbursed hereunder, which shall be available for inspection by the Town and any Owner, or the agent of any of them, at any time during regular business hours.

Section 13.3. **Notices**. All written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the Town: Town of Oro Valley, Arizona
11000 N. La Cañada Drive
Oro Valley, Arizona 85737-7015
Attn: Finance Director

With copy to: Gust Rosenfeld P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Scott W. Ruby

If to the Trustee: _____
_____
_____
_____
Attn: _____

Section 13.4. **Covenant as to Conflict of Interest**. A.R.S. Section 38-511 provides that the Town may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town from any other party to the contract arising as a result of the contract.

Section 13.5. **Governing Law**. This Trust Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

Section 13.6. **Binding Effect and Successors**. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Town or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements herein contained by or on behalf of the Town or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.7. **Execution in Counterparts**. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 13.8. **Destruction of Cancelled Obligations**. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the Town of any Obligations, the Trustee may, in lieu of such cancellation and delivery, destroy such Obligations and deliver a certificate of such destruction to the Town.

Section 13.9. **Headings**. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 13.10. **Parties Interested Herein**. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Town, the Trustee, and the Owners of the Obligations, any legal or equitable right, remedy or claim under or by reason of this Trust

Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements herein contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Trustee, and the Owners of the Obligations.

Section 13.11. **Waiver of Notice**. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13.12. **Severability of Invalid Provisions**. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases hereof may be held illegal, valid or unenforceable.

Section 13.13. **E-Verify Requirements**. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Trust Agreement and may result in the termination of the Trustee's services by the Town. The Town retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employees who work on this Trust Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Town. The Trustee and its subcontractors shall cooperate with the Town's random inspections including granting the Town entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Section 13.14. **Scrutinized Business Operations**. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, the Trustee certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or 35-393, as applicable. If the Town determines that the Trustee submitted a false certification, the Town may impose remedies as provided by law including terminating this Trust Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

_____, as Trustee

By_____
Its_____

TOWN OF ORO VALLEY, ARIZONA, as Town

By_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

SCS:scs 1944750.1 4/27/2013

EXHIBIT A

Registered Number: _____ Denomination: _____

RESTRICTIONS ON TRANSFER. THIS OBLIGATION MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR.

EXCISE TAX REVENUE REFUNDING OBLIGATION, SERIES 2013 (BANK QUALIFIED)
Evidencing a Proportionate Interest of the Owner Hereof in
Payments to be Made Pursuant to the Agreement by
by

TOWN OF ORO VALLEY, ARIZONA

to

_____,
as Trustee

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	July 1, 20__	_____, 20__	68702J ____

Registered Owner: _____

Principal Amount: _____ AND 00/100 DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Excise Tax Revenue Refunding Obligation, Series 2013 (Bank Qualified) (the "Obligation") is the owner of an undivided proportionate interest in the right to receive certain Payments and Prepayments thereof under and defined in that certain Agreement (the "Agreement"), dated as of _____, 2013, by and between _____ (the "Trustee"), and the Town of Oro Valley, Arizona, a municipal corporation and a political subdivision existing under the laws of the State of Arizona (the "Town"), which Payments and Prepayments and other rights and interests under the Agreement are held by the Trustee in trust under a Trust Agreement dated as of _____, 2013 (the "Trust Agreement") by and between the Town and the Trustee.

The registered owner of this Obligation is entitled to receive, subject to the terms of the Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the Payments designated as principal coming due during the preceding twelve months, and to receive semiannually on January 1 and July 1 of each year commencing January 1, 2014 (the "Payment Dates") until payment in full of said portion of principal, the registered owner's proportionate share of the Payments designated as interest coming due during the six (6) months immediately preceding each of the

Payment Dates. Said proportionate share of the portion of the Payments designated as interest is the result of the multiplication of the aforesaid portion of the Payments designated as principal by the rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each. Principal of and interest on this Obligation are payable in lawful money of the United States of America to the registered owner or to any other registered owner hereof, as shown on the registration books maintained by the Trustee, at the address appearing therein at the close of business on the 15th day of the calendar month next preceding that interest payment date (the "Record Date").

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal pertaining to the Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement.

The recitals, statements and representations made in this Obligation shall be taken and construed as made by and on the part of the Town, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

This Obligation has been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The Town is authorized to enter into the Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Mayor and Council of the Town adopted May 15, 2013 (the "Resolution"). Reference is hereby made to the Agreement and the Trust Agreement (copies of which are on file with the Trustee) for a description of the terms on which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the rights, duties and immunities of the Trustee and the rights and obligations of the Town under the Agreement, to all of the provisions of which Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees.

The Obligations are payable from Payments to be made by the Town pursuant to the Agreement. The Town is required under the Agreement to make Payments from all of the Town's unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, bed and rental taxes and state revenue-sharing now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose (the "Excise Taxes"), which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Obligations. The obligation of the Town to make Payments does not represent or constitute a general obligation of the Town, the State of Arizona or any political subdivision thereof for which the Town or the State of Arizona or any political subdivision thereof is obligated to levy or pledge any form of taxation nor does the obligation to make Payments under the Agreement constitute an indebtedness of the Town, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes, is irrevocably made and created by the Town pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as hereinafter specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes hereby pledged to the payment thereof, regardless of the issue of the Obligations in series, or the delivery of any of the Obligations prior to the delivery of any other of the Obligations of said series, or regardless of the time or times the Obligations mature or are called for redemption prior to maturity or otherwise. All of the Obligations are coequal as to the pledge of and lien on the Excise Taxes pledged for

the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of Excise Taxes to payments due on or with respect to the Existing Parity Obligations (as defined in the Trust Agreement).

For further definitions, a description of the terms on which the Obligations are executed and delivered, a more complete statement of the income and revenues from which, and conditions under which, this Obligation is payable, the conditions under which additional Obligations or Parity Obligations may be authorized, the conditions under which a Reserve Fund must be funded and when it can be used, a statement of the terms under which the Trust Agreement or the Agreement may be modified, a statement of the general covenants and provisions pursuant to which this Obligation is issued, and of the rights of the owner of the Obligation, reference is made to the Trust Agreement and the Agreement, and to all the provisions thereof the owner hereof, by acceptance of this Obligation, consents and agrees. All Obligations of the total authorized amount and all obligations which have been or may hereafter are issued as Parity Obligations, as provided in the Trust Agreement and the Agreement are co-equal as to the pledge of and lien on all such Excise Taxes securing the payment thereof, and share ratably without any preference, priority or distinction as to the source or method of payment from Excise Taxes and security thereof.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances (1) to accelerate the maturities of the Obligations except as provided for optional redemption as described below, or (2) to interfere with the Town's ownership, use or possession of the property financed by the Obligations.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate value of the Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment or Prepayment thereof in accordance with such owner's Obligation.

The Obligations are executed and delivered only in fully registered form in principal denominations of $5,000 or integral multiples thereof.

This Obligation may be exchanged for an Obligation or Obligations of like aggregate principal amount in authorized denominations having the same maturity date and interest rate.

The Obligations maturing on or before _____, 20__ are not subject to redemption prior to their stated maturity. The Obligations maturing on and after _____, 20__ are subject to redemption prior to their stated maturity in whole or in part on any date on or after _____, 20__, from such maturities as may be selected by the Town and by lot within any maturity by such methods as may be selected by the Trustee, from prepayment of Payments made at the option of the Town, at a redemption price equal to the principal amount of the Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, without premium.

[Mandatory redemption – to come.]

Notice of redemption, other than redemption at maturity, shall be mailed by first class mail, not less than thirty (30) nor more than sixty (60) days before the redemption date, to the registered owner of this Obligation, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption. At the option of the Town, notice of redemption may state that redemption is conditional upon the receipt by the Trustee on or prior to the date fixed for redemption of moneys sufficient to pay the principal of, premium, if any, and interest on the Obligations being redeemed. If the notice of redemption is so conditioned and moneys are not received, the Trustee will provide notice to the owners of the Obligations that the redemption shall not be made.

This Obligation may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit 1, and who agrees to comply with all applicable federal and state securities laws. This Obligation may be transferred on the registration books upon delivery hereof to the Registrar, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Registrar, duly executed by the registered owner of this Obligation, or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Obligation shall be effective until entered on such registration books.

In all cases upon the transfer of an Obligation, the Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver, in the name of the transferee or transferees, a new fully registered Obligation or Obligations of the denominations of $5,000 or any integral multiple thereof (except that no Obligation shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Trust Agreement.

The registered owner of one or more Obligations may, upon request, and upon the surrender to the Registrar of such Obligations, exchange such Obligations for Obligations of other authorized denomination of the same maturity, series, and interest rate together aggregating the same principal amount as the Obligations so surrendered.

The Town or the Registrar shall charge the registered owner of such Obligation, for every such transfer or exchange of an Obligation, an amount sufficient reimburse it for any tax, governmental fee or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Obligation shall be delivered. The Town shall pay all initial registration fees on the Obligation. Subsequent owners of Obligation will pay all transfer fees including governmental fees, taxes or charges. The registered owner of any Obligation shall be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Obligation.

The Town and the Registrar may, but are not required to, transfer or exchange any Obligations during the period (i) from the record date to and including the respective interest payment date or (ii) from fifteen days prior to the selection of Obligations to be redeemed and including the day on which notice of redemption is given. The Registrar may, but is not required to, transfer or exchange any Obligations within the periods referred to above, the interest payment on such Obligation will be made payable to and mailed to the registered owners shown on the bond register maintained by the Registrar as of the close of business on the respective record date.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____, 2013

_____, as Trustee

By_____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-as tenants in common
TEN ENT-as tenants by the entireties
JT TEN-as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT-_____Custodian_____
(Cust) (Minor)
under Uniform Gifts/Transfers to Minors Act_____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____
(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

_____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____
Firm or Bank

_____
Authorized Signature

The signature(s) should be guaranteed by an eligible guarantor institution pursuant to SEC Rule 17Ad-15

SCS:scs 1944750.1 4/27/2013

EXHIBIT 1

Certificate of Qualified Investor

TOWN OF ORO VALLEY, ARIZONA

_____, as Trustee

Re: $_____ Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2013 (Bank Qualified)

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing, either directly or as beneficial owner in case the obligations are held by a securities depository, one of the captioned obligations (hereinafter referred to as the "*Obligations*"), such Obligation, or beneficial interest therein, being in the original aggregate principal amount of $_____, bearing the number _____. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with an intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Obligation or any part thereof, the undersigned shall comply with all provisions of the Resolution of the Town of Oro Valley, Arizona (the "*Town*") authorizing the issuance of the Obligations, adopted on May 15, 2013 (the "*Resolution*"). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Resolution, a transferee shall be a Qualified Investor (as defined by the Municipal Securities Rulemaking Board), and must sign a letter in the form of this letter and provide such letter to the Trustee before any transfer of any Obligation to such transferee will be registered.

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission) (either of which shall constitute a "Qualified Investor").

4. The undersigned understands that: (i) the Resolution, the Trust Agreement dated as of _____, 2013, by and between _____, as trustee and the Town (the "*Trust Agreement*") and the Obligations are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that Act, (ii) the Resolution, the Trust Agreement and the Obligations are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Obligations must comply with federal and state securities laws, (iv) any sale or transfer of the Obligations, or interests therein, must be to Qualified Investors, (v) the Obligations will not be listed on any stock or other securities exchange, (vi) the Obligations will not carry any bond rating from any rating service, and (vii) the Obligations are not likely to be readily marketable.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Obligation or an interest therein, and agrees to hold the Town harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its investment

decision and after such evaluation, the undersigned understood and knew that investment in the Obligations involved certain risks, including but not limited to, limited security and source for payment of the Obligations, the status of development and its impact on taxation for payment of the Obligations, the parity lien on the Excise Taxes pledged for the payment of the payments due pursuant to the Agreement, dated as of _____, 2013, between the Trustee and the Town, and the probable lack of any secondary market for the Obligations. The undersigned acknowledges that it is experienced in transactions such as those relating to the Obligations and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in investing in the Obligations. The undersigned is not relying on the Town in making its decision to purchase the Obligations.

7. The undersigned acknowledges that the Town and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Obligations.

_____
[PURCHASER]

By_____

Printed Name:_____

Title:_____

AGREEMENT

Between

_____

as Trustee

and

TOWN OF ORO VALLEY, ARIZONA

Dated as of _____, 2013

AGREEMENT

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EXHIBIT A - Payment Schedule

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") by and between the Town of Oro Valley, Arizona, a municipal corporation and a political subdivision under the laws of the State of Arizona (hereinafter referred to as "Town") and _____, a national banking association authorized to do trust business in the State of Arizona (hereinafter referred to as "Trustee"), in its capacity as trustee under the Trust Agreement dated as of _____, 2013, by and between the Trustee and the Town (the "Trust Agreement");

W I T N E S S E T H:

WHEREAS, the Town of Oro Valley Municipal Property Corporation ("Corporation") issued $15,750,000 of Excise Tax Revenue Refunding Bonds, Series 2003 ("Series 2003 Bonds"), pursuant to a Trust Indenture dated as of April 1, 1996 (the "1996 Trust Indenture"), as supplemented by the First Supplement to Trust Indenture dated as of June 1, 1999 (the "First Supplement to Trust Indenture"), the Second Supplement to Trust Indenture dated as of April 1, 2001 (the "Second Supplement to Trust Indenture") and the Third Supplement to Trust Indenture dated as of December 1, 2003, by and between the Corporation and Wells Fargo Bank Arizona, N.A. (the "Third Supplement to Trust Indenture" and together with the 1996 Trust Indenture, the First Supplement to Trust Indenture and Second Supplement to Trust Indenture, the "Trust Indenture"); and

WHEREAS, as security for the Series 2003 Bonds, the Town and the Corporation entered into a Third Amendment to Lease-Purchase Agreement dated as of December 1, 2003 (the "Third Amendment to Lease-Purchase Agreement"), which amended the Lease-Purchase Agreement dated as of April 1, 1996, as previously amended by the First Amendment to Lease-Purchase Agreement dated as of June 1, 1999 and the Second Amendment to Lease-Purchase Agreement dated as of April 1, 2001 (collectively the "Lease-Purchase Agreement"); and

WHEREAS, the Town desires to refinance and prepay certain payments due pursuant to the Third Amendment to Lease-Purchase Agreement relating to the Series 2003 Bonds, as provided by Sections 7.01 and 7.03 of such Lease-Purchase Agreement; and

WHEREAS, the Town has requested that the Corporation cause the defeasance of the outstanding portion of the Series 2003 Bonds (the "Bonds Being Refunded") as provided in the Trust Indenture, by the issuance of the Town Excise Tax Revenue Refunding Obligations, Series 2013 (Bank Qualified) (the "Obligations") to be issued pursuant to the Trust Agreement; and

WHEREAS, the Trustee will execute and deliver the Obligations and use the proceeds of the Obligations to defease the Bonds Being Refunded and redeem them in advance of maturity, and the Corporation and the Town shall have no further obligation to provide funds to pay costs and expenses attendant thereto; and

WHEREAS, the Town has agreed to pay to the Trustee from time to time such amounts at such times as may be required to pay debt service on the Obligations, and has agreed to pledge its

Excise Taxes (as hereinafter defined) as security and the sole source of payment of such obligation;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

1. <u>Term and Payments</u>

(a) To provide the funds necessary to refinance and prepay certain payments due pursuant to the Third Amendment to Lease-Purchase Agreement relating to the Series 2003 Bonds, Trustee shall execute and deliver the Obligations and use the proceeds of the Obligations to defease the Bonds Being Refunded and redeem them in advance of maturity, and Corporation and the Town shall have no further obligation to provide funds to pay costs and expenses attendant thereto.

(b) For such purpose, the Town agrees to make installment payments (the "Payments") hereunder to Trustee at the address specified pursuant to Section 14 hereof (or such other address as Trustee may designate in writing). The Payments shall be comprised of the amounts described as follows:

The Town shall pay to the Trustee in the following order of priority the following amounts for deposit into the Payment Fund:

First: the following amounts: (i) commencing on the tenth (10th) day of the month following the closing date of the Obligations, the Town shall pay to the Trustee the amount due on the next succeeding interest payment date divided by the number of monthly payments that can be made prior to such next succeeding interest payment date, and commencing on the tenth (10th) day of the month following the Payment date allocated to interest, the Town shall pay to the Trustee 1/6th of the next forthcoming Payment allocated to interest on the Obligations, and (ii) commencing on the tenth (10th) day of the month following the closing date of the Obligations, the Town shall pay to the Trustee the amount due on the next succeeding principal payment date divided by the number of monthly payments that can be made prior to such next succeeding principal payment date, and commencing on the tenth (10th) day of the month following the Payment date allocated to principal, the Town shall pay to the Trustee 1/12th of the next forthcoming Payment allocated to principal on the Obligations;

Second: if the Reserve Fund is required to be funded under the terms of the Trust Agreement, on the tenth (10th) day of each month commencing on the closing date of the Obligations, 100% of any monthly payment, 1/6th of any semiannual payment and 1/12th of any annual payment next due (or such other fraction necessary to provide the amount of such payment when due) to (a) the provider of any Reserve Fund Guaranty under the terms of the Reserve Fund Guaranty to reimburse such provider for amounts advanced under the Reserve Fund Guaranty and interest thereon, and (b) the Trustee to return the Reserve Fund to the Reserve Fund Requirement;

Third: on the tenth (10th) day of each month commencing on the closing date of the Obligations, 100% of any monthly payment, 1/6th of any semiannual payment and 1/12th of

any annual payment due pursuant to this Agreement to the Trustee or such other person described in this Agreement.

When all of the above necessary transfers have been made for the month, the remaining Excise Taxes not required to be transferred as set forth may be used for any lawful purpose of the Town, including debt service payments on any obligations secured by a lien and pledge on Excise Taxes subordinate to the lien and pledge of Excise Taxes securing the Obligations.

Town's obligation to make such Payments shall be limited to payment from Excise Taxes (as defined in Section 7 below) pledged to the payment thereof by the Town.

(c) The obligations of Town to make the Payments from the sources described herein and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of Trustee of any obligation to Town or otherwise, or out of indebtedness or liability at any time owing to Town by Trustee. Until such time as all of the Payments shall have been fully paid or provided for, Town (i) will not suspend or discontinue any payments provided for in Section 1 hereof, (ii) will perform and observe all other agreements contained herein, and (iii) will not terminate the term hereof for any cause, including, without limiting the generality of the foregoing, any change in the tax or other laws of the United States of America or of the State of Arizona or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event Trustee shall fail to perform any such agreements on its part, Town may institute such action against Trustee as Town may deem necessary to compel performance so long as such action does not abrogate the obligations of Town contained in the first sentence of this paragraph (c). This Agreement shall not terminate so long as any payments are due and owing under the Obligations.

(d) In the event that Town expects that it will not make a Payment when due hereunder, the Town shall, at least five (5) Business Days before the date such Payment is due, notify the Trustee in writing of such expectation.

2. <u>Pledge of Excise Taxes; Limited Obligations</u>

(a) Town hereby pledges for the Payments to be made hereunder and all other amounts payable pursuant hereto its Excise Taxes, as defined in Section 7 below. Town intends that this pledge shall be a first lien pledge upon such amounts of said taxes as will be sufficient to make the Payments pursuant hereto when due. Town agrees and covenants to make said Payments from such Excise Taxes, except to the extent it chooses to make the Payments from other funds pursuant to Section 4. Said pledge of, and said lien on, the Excise Taxes is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof, and to create and maintain the funds as hereinafter specified in this Agreement or as may be specified in the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably,

without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge and lien shall be on a parity with the pledge of and lien on such Excise Taxes for the payments due with respect to Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2005 ($6,215,000 principal amount issued, $4,580,000 outstanding); Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2007 ($17,810,000 principal amount issued, $16,275,000 outstanding); Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2010 (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment) ($2,445,000 principal amount issued, $2,185,000 outstanding) and Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2012 ($2,580,000 principal amount issued, $2,580,000 outstanding) (the "Existing Parity Obligations"). The Town shall remit to the Trustee (or other appropriate trustee with respect to Parity Obligations) from Excise Taxes all amounts due under this Agreement and Parity Obligations in the amounts and at the times and for the purposes as required herein. In order to secure payment of the Existing Parity Obligations, the Town has created a separate and special fund which shall contain only Excise Taxes and shall not contain any other moneys of the Town, this fund is known as the "Oro Valley Excise Tax Fund" (the "Excise Tax Fund"). The Excise Tax Fund is and shall continue to be funded solely and only from the Excise Taxes received by the Town and from no other source. Under no circumstances shall moneys be deposited from the Town's general fund to the Excise Tax Fund. The Excise Tax Fund may be reduced to zero in each month after the following amounts have been paid in the following priority: (1) amounts required to be transferred to the applicable trustee for the applicable payment fund for the Existing Parity Obligations, the Obligations and any other Parity Obligations have been transferred; (2) amounts owing to any provider of a Reserve Fund Guaranty or similar surety pursuant to any reimbursement agreement have been paid; and (3) amounts required to be deposited into any applicable reserve fund have been deposited. All payments to be made pursuant to this Agreement shall be made from the Excise Tax Fund. If at any time the moneys in the Excise Tax Fund are not sufficient to make all of the deposits and transfers required by this Agreement, the Existing Parity Obligations or any other Parity Obligations, the moneys in the Excise Tax Fund shall be distributed between this Agreement, the Existing Parity Obligations and any other Parity Obligations on a pro rata basis as determined by the debt service then due without regard to the existence of a reserve fund, a cash funded reserve fund or a Reserve Fund Guaranty or similar surety. Any deficiency in the Excise Tax Fund shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

(b) Town's obligation to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Taxes and shall in no circumstances constitute a general obligation of, or a pledge of the full faith and credit of, Town, the State of Arizona, or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

3. **Excise Taxes**. All Excise Taxes in excess of amounts, if any, required to be deposited with or held by the Trustee (or other appropriate trustee with respect to Parity Obligations) for Payments due under this Agreement or the Trust Agreement or Parity Obligations shall constitute surplus revenues and may be used by the Town for any lawful purpose for the benefit of the Town, including the payment of junior lien obligations to which such Excise Tax

revenues may from time to time be pledged. If at any time the moneys in the funds and accounts held for Payment of amounts due under this Agreement or Parity Obligations are not sufficient to make the deposits and transfers therein required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms hereof, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

4. **Use of Other Funds at the Option of Town**. Town may, at Town's sole option, make such Payments from its other funds as permitted by law and as Town shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments payable pursuant to this Agreement shall be payable out of any ad valorem taxes imposed by Town or from bonds or other obligations, the payment of which Town's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by Town according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State of Arizona, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

5. **Parity Obligations**. So long as any amounts due hereunder remain unpaid or unprovided for, Town shall not create, suffer or permit any lien upon the Excise Taxes senior to the lien hereof. So long as any amounts due hereunder remain unpaid or unprovided for, Town shall not create, suffer or permit any lien upon Excise Taxes on a parity herewith except for Parity Obligations upon compliance with the requirements therefor set out in the Trust Agreement.

6. **Town to Maintain Coverage of Two Times Debt Service**. Town covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed in each Fiscal Year so that the amount of Excise Taxes, all within and for the next preceding Fiscal Year of Town, shall be equal to at least two (2) times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable hereunder, and under any Outstanding Parity Obligations, for the current Bond Year (as defined in the Trust Agreement). Town further covenants and agrees that if such receipts for any such Fiscal Year shall not equal at least two (2) times such Annual Debt Service Requirement for such Bond Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, Town will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current Fiscal Year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (ii) the then current Fiscal Year's receipts will be equal to at least two (2) times the next succeeding Bond Year's Annual Debt Service Requirement.

7. **Definition of Excise Taxes**. "Excise Taxes" shall mean all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, bed and rental taxes, and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to this Agreement.

8. <u>Representations, Warranties and Covenants</u>.

(a) Town represents, warrants and covenants that it has the power to enter into this Agreement, that this Agreement is a lawful, valid and binding obligation of Town, enforceable against Town in accordance with its terms, and has been duly authorized, executed and delivered by Town; that all required procedures for execution and performance hereof, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; that all Payments hereunder will be paid when due out of funds which are legally available for such purposes.

(b) Town represents, warrants and covenants that it has disclosed in writing to Trustee all facts that do or will materially adversely affect the operations or financial condition of Town and that any financial statements, notices or other written statements provided by Town to Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading.

9. <u>Option to Prepay; Option to Partially Prepay; Providing for Payment or Prepayment</u>.

(a) Town may not prepay the principal component of any Payment under this Agreement in full or in part prior to _____, 20__. On any date on or after _____, 20__, Town may prepay the principal component of future Payments on or after _____, 20__ in full or in part upon payment of such principal component, together with interest accrued thereon to the date of prepayment (the "Prepayment Date") and any premium required according to the Trust Agreement. Such option shall be exercised by written notice to Trustee not less than sixty (60) days prior to such Prepayment Date. All prepayments must be delivered to the Trustee or the Depository Trustee (as defined in paragraph (b) of this Section 9) if applicable, not less than thirty (30) days before such Prepayment Date. If a prepayment is made, the next forthcoming interest or principal and interest Payment must also accompany such prepayment (if not theretofore paid). All partial prepayments of principal will be credited against principal Payments coming due in the order of payment directed by Town. Prepayments must be made in minimum increments of principal equal to $5,000 or any integral multiple thereof. When a partial prepayment is made or provided for, interest shall cease to accrue from the Prepayment Date with respect to the principal amount so prepaid.

(b) Town may provide for the payment or prepayment of any Payment in any one or more of the following ways:

(1) by paying or prepaying such Payment as provided herein as and when the same becomes due and payable either at its scheduled due date pursuant to Section 1 hereof or upon optional prepayment as provided in paragraph (a) of this Section 9 as may be applicable;

(2) by depositing with a Depository Trustee (as defined below), in trust for such purposes, at or before maturity or optional prepayment date, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment; or

(3) by depositing with a Depository Trustee, in trust for such purpose, any United States Obligations (as defined in the Trust Agreement) which are noncallable, in such amount as shall be certified to the Trustee and Town, by a national firm of certified public accountants acceptable to both the Trustee and Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment, as and when the same becomes due and payable either at maturity or upon optional payment as provided in paragraph (a) of this Section 9 as may be applicable.

A Depository Trustee shall be any bank or trust company, including the Trustee, with a combined capital and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by federal or State of Arizona authority who holds money and securities in trust for the purposes set forth in subparagraphs (2) or (3) of this paragraph (b) (a "Depository Trustee").

(c) Provided Town shall have complied with all of the terms and conditions of this Agreement and the Trust Agreement, Town shall have the option to prepay not less than all of the Payments at any time by payment to the Trustee or a Depository Trustee of an amount sufficient to provide for the payment, pursuant to paragraph (b) above, of (i) all Payments due or to come due on or prior to the Prepayment Date selected by Town, and (ii) all of the principal pursuant to paragraph (a) of this Section 9 on such Prepayment Date, on all Payments to come due after such Prepayment Date. Such option shall be exercised by written notice to Trustee not less than sixty (60) days prior to the Prepayment Date specified by Town and all amounts necessary to exercise such option must be paid to the Trustee or a Depository Trustee not less than thirty (30) days prior to the Prepayment Date, such exercise to be effective upon such payment and compliance with other requirements of paragraph (b).

10. <u>Event of Default and Remedies Upon Event of Default</u>.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Town's failure to make any Payment or any other amount payable hereunder or under the Trust Agreement when the same shall become due;

(2) Town's failure to perform or observe any other covenant, condition or agreement required to be performed or observed by Town hereunder or under the Trust Agreement and such failure shall continue for a period of twenty (20) days after written notice thereof from Trustee to Town; provided, however, that if the failure cannot be corrected within the applicable time period, Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Town within the applicable period and diligently pursued until the default is corrected;

(3) Any representation or warranty made by Town hereunder shall be untrue in any material respect as of the date made and not made true in all material respects within twenty (20) days of notice thereof from Trustee to Town;

(4) Town shall make, permit or suffer any unauthorized assignment or transfer hereof or any interest therein; or

(5) Town becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for Town or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for Town or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against Town and, if instituted against Town, is consented to or acquiesced in by Town or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified in subsection 10(a) hereof, Trustee shall give written notice of such Event of Default to Town and may, in Trustee's sole discretion, pursue or exercise any of the following remedies or rights, provided that such election or commencement to exercise any such remedy or right shall not preclude Trustee from concurrently or separately electing or exercising any other remedy not inconsistent therewith:

(1) Enforce this Agreement by appropriate legal or other action to collect all amounts due or accruing hereunder or under the Trust Agreement and to cause Town to pay or perform its other obligations hereunder or under the Trust Agreement when and as the same shall be required to be paid or performed hereunder or thereunder, and for damages for the breach hereof and of the Trust Agreement, which damages shall be the amounts payable hereunder at the times herein set forth without acceleration plus the reasonable costs of collection, including reasonable attorneys' fees;

(2) Pursue and exercise any other remedy available at law or in equity and all other remedies permitted under the Trust Agreement. No other remedy exercised by Trustee under this Section 10 shall excuse any of Town's obligations hereunder.

(c) Trustee, upon the bringing of a suit to collect the Payments in default, may as a matter of right, without notice and without giving bond to Town or anyone claiming under Town, (i) have a receiver appointed of all the Excise Taxes which are so pledged for the payment of amounts due hereunder, with such powers as the court making such appointment shall confer; and Town does hereby irrevocably consent to such appointment and (ii) seek and obtain injunctive relief.

(d) The obligation of Town to make Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

11. <u>Assignment</u>.

(a) Except as otherwise provided herein, without the prior written consent of Trustee, Town shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, or any interest therein,

(b) Subject to the terms of the Trust Agreement, Trustee shall be entitled, with or without notice to, or the consent of, Town, to sell, pledge, assign, transfer and encumber all or any part of its right, title and interest in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder, provided that such transfer or assignment shall not impair the Obligations, that the transferee or assignee shall be bound by the terms hereof and all related agreements executed by Trustee in connection herewith and shall execute such nondisturbance and acceptance instruments as shall reasonably be required to evidence the same as hereinafter provided and, upon Town's receipt of notice of any such assignment or transfer of Trustee's interest, any such assignee(s) or transferee(s) shall thereafter (collectively, if more than one) become and be deemed to be Trustee hereunder, and have all of the rights, powers, privileges and remedies, and be subject to all of the covenants and agreements, of Trustee hereunder for all purposes hereof.

During the term hereof, Town shall maintain a complete and accurate record of all such sales, assignments and transfers in form necessary to comply with Section 149(a) of the United States Internal Revenue Code of 1986, as amended, and the regulations proposed or existing, from time to time promulgated thereunder. Upon Town's receipt of written notice as above-described, of Trustee's sale, assignment or transfer of all or any part of its interest in this Agreement or the payments hereunder, Town agrees to attorn to and recognize any such purchaser(s), assignee(s) or transferee(s) (jointly if more than one) as the owner(s) of all right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto, and as Trustee(s) hereunder. Upon the written request of any purchaser, assignee or transferee of Trustee's interest, Town agrees to execute and deliver to such purchaser, assignee or transferee such certificates or other instruments in such forms as may reasonably be required by such purchaser, assignee or transferee, and to which Town can truthfully attest, including but not limited to a separate acknowledgment of assignment and attornment certificate in the customary form as to such purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto. Any such purchaser, assignee or transferee shall agree in writing to assume and perform all of the duties and responsibilities of Trustee and shall acknowledge Town's rights hereunder. Provided, however, that in the event the Trustee becomes merged or consolidated with any other entity and the resulting entity meets the requirements for a successor trustee under the Trust Agreement, then the resulting entity shall assume all rights, responsibilities and duties of the Trustee hereunder without the execution or filing of any papers or any further act on the part of either party and "Trustee" hereunder shall refer to such resulting party.

12. **Reserve Fund**. If a Reserve Fund is required by the Trust Agreement, the Trustee shall create a separate deposit account to be held in the custody of the Trustee under the Trust Agreement; said fund shall be designated the "Reserve Fund".

(a) The Reserve Fund may contain either invested cash or an insurance policy, surety bond, letter of credit or other form of security.

(b) Moneys in the Reserve Fund shall be maintained in an amount not less than the Reserve Fund Requirement as defined in the Trust Agreement. If at any time the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall so notify Town and Town shall be required to immediately restore from Excise Taxes the amount on

deposit in the Reserve Fund to an amount equal to the Reserve Fund Requirement. No amount of the Excise Taxes shall be considered surplus revenues or available to Town until the Reserve Fund has been restored to the Reserve Fund Requirement. If the Reserve Fund contains a surety bond or other form of security, restoration of the Reserve Fund shall include payment to the provider of the surety bond or other form of security of all amounts due under any agreement with such provider, including reimbursement of any amount drawn on the surety bond or other form of security, interest thereon until repaid and any costs associated therewith, all of which shall be additional lease payments hereunder.

(c) If on any computation date, the total amount in the Reserve Fund exceeds the Reserve Fund Requirement, an amount equal to such excess shall be transferred from the Reserve Fund and shall be applied by the Trustee to Payments hereunder and to payments due under Outstanding Parity Obligations for which a separate reserve fund is not established, or for which none is required, in proportion to the amount next to come due on such Purchase Agreement or Parity Obligation which is otherwise not provided for, as provided in the Trust Agreement. Except for such excess amounts, moneys on deposit in the Reserve Fund shall be used only to make up any deficiencies in the Excise Taxes for the payment of purchase payments and payments due under Outstanding Parity Obligations for which a separate reserve fund is not established and to pay amounts due as reimbursement of any amounts drawn on any surety bond or other form of security and any interest thereon.

(d) Any investment earnings allocated to the Reserve Fund after deduction of amounts to be set aside for rebate to the federal government pursuant to the Trust Agreement shall be used first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the surety bond or other form of security and any interest thereon, as provided in the Trust Agreement and, to the extent not necessary for such purpose, shall be applied by the Trustee to Payments to be made hereunder and to payments due under Outstanding Parity Obligations other than ones for which a separate reserve fund is established or no reserve fund is required.

13. <u>Miscellaneous</u>.

(a) No covenant or obligation herein to be performed by Town may be waived except by the written consent of Trustee and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to Town's cure of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State of Arizona in effect from time to time.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and Town.

(d) Any term or provision hereof found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall

be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) Trustee hereunder shall have the right at any time or times, by notice to Town, to designate or appoint any person or entity to act as agent or trustee for Trustee for any purposes hereunder.

(f) Town agrees to pay interest at the rates necessary to pay the interest components specified in Exhibit A.

(g) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(h) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to Trustee's right, title or interest herein shall be and have the rights of a third party beneficiary hereunder.

14. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, or delivered to the party for which the same is intended or certified, as follows:

If to Trustee: _____
_____
_____
_____
_____
_____

If to Town: Town of Oro Valley, Arizona
11000 N. La Cañada Drive
Oro Valley, Arizona 85737-7015
Attn: Finance Director

with a copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile No.: 602.340.1538
Attn: Mr. Scott W. Ruby

15. Definitions. All terms not otherwise defined herein are as defined in the Trust Agreement.

16. Tax Covenants. In consideration of the acceptance and execution of this Agreement by Trustee and the purchase of the Obligations by the Owners thereof, from time to time, and in consideration of retaining the exclusion of interest income from gross income on this Agreement and the Obligations for federal income tax purposes, Town covenants with Trustee and the Obligation Owners from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in interest income on this Agreement or the Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution hereof or such laws as they may be modified or amended or tax laws later adopted.

Town agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on this Agreement or the Obligations from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating hereto; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating hereto; and limiting the use of the proceeds hereof and property financed thereby.

In consideration for the issuance of Obligations, Town agrees to be the ultimate obligor for the payment of arbitrage rebate should the amounts held in the Arbitrage Rebate Fund be insufficient to make all payments required by Section 148(f)(3) of the Internal Revenue Code of 1986, as amended, or any succeeding sections.

17. Notice as to Conflict of Interest. A.R.S. Section 38-511 provides that Town may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Town is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Town from any other party to the contract arising as a result of the contract.

18. Trustee. Trustee is acting hereunder in its capacity as Trustee under the Trust Agreement and is entitled to all the rights, protections, immunities and indemnities hereunder as afforded to the Trustee under the Trust Agreement.

19. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements

under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Trustee's services by the Town. The Town retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employees who work on this Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection by the Town during normal business hours. The Trustee and its subcontractors shall cooperate with the Town's random inspections including granting the Town entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

20. **Scrutinized Business Operations**. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, the Trustee certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or 35-393, as applicable. If the Town determines that the Trustee submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day of _____, 2013.

TRUSTEE:

_____, as Trustee

By_____
Its_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of _____, a national banking association authorized to do trust business in the State of Arizona, on behalf of Trustee.

My commission expires:

_____ _____
Notary Public

SCS:scs 1944675.1 4/27/2013

TOWN:

TOWN OF ORO VALLEY, ARIZONA, a municipal corporation and political subdivision under the laws of the State of Arizona

By_____
Mayor

ATTEST:

By_____
Town Clerk

APPROVED AS TO FORM:

By _____
Town Attorney

State of Arizona

County of Pima

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by Satish I. Hiremath, the Mayor of the Town of Oro Valley, Arizona, a municipal corporation and political subdivision under the laws of the State of Arizona, on behalf of the Town.

My commission expires:

_____ _____
Notary Public

ACKNOWLEDGED BY:

TOWN OF ORO VALLEY MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation

By_____
President

ATTEST:

By_____
Secretary

State of Arizona

County of Pima

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____, the President of the Town of Oro Valley Municipal Property Corporation, an Arizona nonprofit corporation, on behalf of the Corporation.

My commission expires:

_____ _____
Notary Public

EXHIBIT A

PAYMENT SCHEDULE

Payment Date	Principal	Interest	Total Payment
TOTAL			

$_____
TOWN OF ORO VALLEY, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2013

OBLIGATION PURCHASE AGREEMENT

_____, 2013

Mayor and Town Council
Town of Oro Valley
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

The undersigned, an authorized representative of _____, a _____ (the "Purchaser"), acting on its own behalf and not acting as a fiduciary or agent for you, offers to enter into this Obligation Purchase Agreement (this "Obligation Purchase Agreement") with the Town of Oro Valley, Arizona (the "Town"), which, upon the written acceptance by the Town of this offer, will be binding upon the Town and upon the Purchaser. Terms not otherwise defined in this Obligation Purchase Agreement shall have the same meanings set forth in the Resolution (as defined herein).

1. Purchase and Sale of the Obligations.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and any certificates or other documents to be delivered to the Purchaser pursuant to this Obligation Purchase Agreement, the Purchaser shall purchase from _____, as trustee (the "Trustee"), and the Town shall cause the Trustee to sell and execute and deliver to the Purchaser, all, but not less than all, of the Town's Excise Tax Revenue Refunding Obligations, Series 2013 in the aggregate principal amount of $_____ (the "Obligations") at the aggregate purchase price of $_____. Inasmuch as this purchase and sale represents a negotiated transaction, the Town understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the Town, but rather is acting solely in its capacity as a purchaser for its own account. The Purchaser has been duly authorized to execute this Obligation Purchase Agreement and to act hereunder.

(b) The Obligations shall be dated the date of their initial authentication and delivery and shall (i) mature on the dates and in the principal amounts, (ii) bear interest at the rates payable commencing _____ 1, 20__ and semiannually thereafter on each _____ 1 and _____ 1 and (iii) be subject to redemption, all as set forth on the Schedule hereto. The terms of the Obligations shall be as otherwise described in, and shall be executed and delivered by the Trustee pursuant to, a Trust Agreement, to be dated as of _____ 1, 2013 (the "Trust Agreement"), substantially in the form previously submitted to the Purchaser with only such changes therein as shall be mutually agreed upon between the Purchaser and the Town. The Obligations represent undivided proportionate interests in an Agreement, to be dated as of _____ 1, 2013 (the "Agreement"), between the Town and the Trustee.

2. Direct Purchase. The Town and the Purchaser agree and determine that the Obligations are being directly purchased by the Purchaser and are not being sold in a public offering. The Purchaser represents and warrants that it is not purchasing the Obligations with a view to distributing the Obligations or otherwise acting as an underwriter of the Obligations under federal securities law. The Purchaser is a Qualified Investor, which includes a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission (either of which constitutes a "Qualified Investor"), and who executes the Certificate of Qualified Investor attached hereto as *Exhibit A*.

3. Representations and Warranties and Agreements of the Town. The Town hereby represents and warrants to and covenants to the Purchaser that:

(a) Existence and Powers. The Town is a municipal corporation duly incorporated and validly existing under the laws of the State of Arizona (the "State"), and has full and legal right, power and authority (i) to adopt the resolution of the Town Council authorizing the sale, execution and delivery of the Obligations adopted on May 15, 2013 (the "Resolution"); (ii) to authorize, execute, deliver and issue, as applicable, this Obligation Purchase Agreement, the Obligations, the Agreement, the Trust Agreement and all documents required hereunder and thereunder to be executed and delivered by the Town (this Obligation Purchase Agreement, the Agreement, the Trust Agreement and the other documents referred to in this clause (ii) are hereinafter referred to as the "Town Documents"); and (iii) to carry out and consummate the transactions contemplated by the Resolution and the Town Documents. The Town has complied with all applicable provisions of law and has taken all actions required to be taken by it in connection with the transactions contemplated by the aforesaid documents.

(b) Due Authorization. By all necessary official action of the Town prior to or concurrently with the acceptance hereof, the Town has duly authorized (i) the sale, execution and delivery, as applicable of and the due performance of the obligations by the Town under the Resolution, the Town Documents and the Obligations and (ii) the taking of any and all actions as may be required on the part of the Town to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Town Documents and the Obligations. The Town shall take any and all actions necessary or appropriate to consummate the transactions described in the Resolution and the Town Documents.

(c) Due Execution and Delivery. This Obligation Purchase Agreement has been, or shall be, as applicable, duly executed and delivered by the Town. The Town Documents (when executed and delivered by the other party or parties thereto) shall be legal, valid and binding obligations of the Town, enforceable in accordance with their respective terms, subject to the enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief.

(d) Resolution Valid. The Resolution (i) authorizes the authorization, execution, delivery and issuance, as applicable, of the Town Documents and the sale of the Obligations to the Purchaser, (ii) has been duly and validly adopted by the Town and (iii) is in full force and effect.

(e) Officers and Officials. The officers and officials of the Town executing the Resolution and the Town Documents and the Obligations and the officers and officials of the Town listed on the certificate of the Town to be delivered at the Closing (as hereinafter defined) have been or will have been duly appointed and are or will be qualified to serve and acting as such officers and officials of the Town.

(f) The Obligations. The form, terms, execution, delivery and issuance of the Obligations have been duly and validly authorized and, when authenticated by the Trustee, and delivered and paid for by the Purchaser at the Closing in accordance with the terms of this Obligation

Purchase Agreement, shall (i) have been duly authorized, executed, delivered and issued and (ii) constitute legal, valid and binding obligations of the Town enforceable in accordance with their terms and entitled to the benefits and security of the Trust Agreement, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief.

(g) Governmental Approvals. No approval, permit, consent, authorization or order of any court or any governmental or public agency, authority or person not already obtained (other than any approvals that may be required under the "blue sky" laws of any jurisdiction) is required with respect to the Town in connection with the issuance and sale of the Obligations or the execution and delivery by the Town of, or the performance by the Town of its obligations under, the Town Documents and the Obligations.

(h) No Conflicts. The adoption by the Town of the Resolution and the authorization, execution, delivery and issuance, as applicable, by the Town of the Town Documents, the Obligations and all other documents executed and delivered by the Town in connection with the issuance of the Obligations and compliance by the Town with the provisions thereof do not and will not materially conflict with or result in a material breach or violation of any of the terms or provisions of, or constitute a default under any resolution, ordinance, indenture, deed of trust, mortgage commitment, agreement or other instrument to which the Town is a party or by which the Town is bound, or any constitutional provision, existing law, administrative regulation, court order or consent decree to which the Town or property of the Town is subject.

(i) No Defaults. As of the time of acceptance hereof and as of the Closing, the Town is not and will not be in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Town is a party or is otherwise subject, the consequence of any of the foregoing of which materially and adversely affects the operations of the Town as of such dates, and, as of such times, the authorization, execution, delivery and issuance, as applicable, of the Town Documents and the Obligations and compliance with the provisions thereof do not and shall not conflict with or constitute a material breach of or material default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Town is a party or is otherwise subject.

(j) Litigation. There is no litigation pending or threatened before any judicial, quasi-judicial or administrative forum (i) to restrain or enjoin the issuance or delivery of the Obligations, the application of the proceeds thereof or the performance by the Town of the provisions of the Resolution or the Town Documents or the levy and receipt of excise taxes for payment of the payments due under the Agreement; (ii) in any way contesting or affecting the authority for, or the validity of, this Obligation Purchase Agreement or the application of the proceeds of the Obligations or contesting the exclusion from gross income of interest on the participating interest in the payments due under the Agreement for federal income tax purposes or State income tax purposes; or (iii) in any way contesting the existence or powers of the Town.

(k) Certificates and Representations. Any certificate signed by an authorized officer of the Town and delivered to the Purchaser shall be deemed a representation and warranty by the Town to the Purchaser as to the statements made therein. The representations and warranties of the Town set forth herein and in the Town Documents and the Resolution are, and as of the Closing shall be, true, correct and complete in all material respects unless modified as provided herein or therein, and, between the date hereof and the Closing, the Town shall not take any action that shall cause the representations and warranties made herein to be untrue as of the Closing.

(l) Disclosure of Agreements, Contracts and Restrictions. The Town is not a party to any contract or agreement or subject to any restriction, the performance of or compliance with which may have a material adverse effect on the financial condition, operations or prospects of the Town or ability of the Town to comply with all the requirements set forth in the Resolution, the Town Documents or the Obligations.

(m) Financial Statements. The Town's comprehensive annual financial report for the fiscal year ended June 30, 2012, presents fairly the financial condition of the Town as of the date thereof and the results for the period covered thereby and was prepared in accordance with generally accepted accounting principles consistently applied as required by Arizona State law. Except as disclosed to the Purchaser, there has been no change in the financial condition of the Town since June 30, 2012, that would in the reasonable opinion of the Town materially impair its ability to perform its obligations pursuant to this Obligation Purchase Agreement or to pay the Obligations. All information that has been provided to the Purchaser by the Town with respect to the financial performance of the Town is accurate in all material respects as of its respective date and as of the date of Closing.

4. Closing.

(a) At 8:00 a.m. Mountain Standard Time, on _____, 2013, or at such other time and date as shall have been mutually agreed upon by the Town and the Purchaser (the "Closing"), the Town shall, subject to the terms and conditions hereof, cause the Trustee to provide for the execution and delivery of the Obligations to or on behalf of the Purchaser, duly executed, together with the other documents hereinafter mentioned, and the Purchaser shall, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Obligations as set forth in Section 1 of this Obligation Purchase Agreement by wire transfer or other funds which are immediately available funds to the Trustee.

(b) The Obligations shall be delivered to the Purchaser in definitive fully registered form, registered in the name of _____, all as provided in the Trust Agreement.

5. Closing Conditions. The Purchaser has entered into this Obligation Purchase Agreement in reliance upon the representations, warranties and agreements of the Town contained herein, in the Resolution and in the Town Documents and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Town of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligations under this Obligation Purchase Agreement to purchase, to accept delivery of and to pay for the Obligations shall be conditioned upon the performance by the Town of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Town of Town Documents as enumerated herein, in form and substance reasonably satisfactory to the Purchaser:

(a) The representations and warranties of the Town and the Trustee contained herein and in the Town Documents shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Town and the Trustee shall have performed and complied with all agreements and conditions required by this Obligation Purchase Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Resolution and the Town Documents shall be in full force and effect in the form heretofore approved by the Purchaser and shall not have been amended, modified or supplemented and (ii) all actions of the Town required to be taken by the Town

shall be performed in order for Special Counsel (as hereinafter defined) to deliver its opinion referred to hereafter;

(d) At the date of the Closing, all official action of the Town relating to the Obligations and the Town Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Town Documents shall have been duly executed and delivered by the Town and the Trustee shall have duly executed and delivered the Obligations;

(f) The Purchaser shall have the right to terminate this Obligation Purchase Agreement by written notification to the Town if at any time prior to or as of the Closing:

(i) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which materially adversely affects the market price of the Obligation; or

(ii) A stop order, ruling, regulation or statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Obligations, or the issuance, offering or sale of the Obligations, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Resolution or the Trust Agreement needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(iii) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Obligations, or the Obligations, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Resolution or the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) Legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress or the Arizona Legislature or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or Arizona authority, with respect to federal or Arizona taxation upon revenues or other income of the general character to be derived by the Town pursuant to the Resolution, or upon interest on obligations of the general character of the Obligations, or, with respect to Arizona taxation of the interest on the Obligations as described in the Resolution, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or Arizona income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Purchaser, materially adversely affect the market for the Obligations or the market price generally of obligations of the general character of the Obligations; or

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(vi) A general banking moratorium shall have been established by federal, Arizona or New York authorities; or

(vii) Any action, suit or proceeding described in Section 3(j) hereof shall have been commenced.

(g) At or prior to Closing, the following documents will be executed:

(i) An unqualified approving opinion of Gust Rosenfeld, P.L.C. ("Special Counsel"), as to the Obligations, dated the date of the Closing, addressed to the Town;

(ii) The supplemental opinion of such counsel, as Special Counsel and counsel to the Town, dated the date of the Closing, addressed to the Purchaser and substantially in the form attached hereto as *Exhibit B*;

(iii) An opinion of the Town Attorney, dated the date of the Closing, that, based on an investigation of the records of the Superior Court of Pima County and the United States District Court, District of Arizona, Tucson Division, that no litigation is pending or threatened before any judicial, quasi-judicial or administrative forum (1) to restrain or enjoin the issuance or delivery of the Obligations, the application of the proceeds thereof or the performance by the Town of the provisions of the Resolution or the Town Documents or the levy and receipt of excise taxes for payment of the payments due under the Agreement; (2) in any way contesting or affecting the authority for, or the validity of, this Obligation Purchase Agreement or the application of the proceeds of the Obligations; or (3) in any way contesting the existence or powers of the Town;

(iv) A certificate, dated the date of Closing and signed by the Mayor, the Town Clerk and the Finance Director of the Town, to the effect that:

(1) the representations and warranties contained herein are true and correct in all material respects on and as of the date of the Closing with the same effects as if made on the date of the Closing;

(2) no authority or proceedings for the issuance of the Obligations has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Obligations has been filed with or received by any of the signors; and

(3) the Town has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing;

(v) A certificate, dated the date of Closing and signed by the Finance Director of the Town, to the effect that the Town is in compliance with the financial requirements included in the documents related to the Outstanding Parity Obligations (collectively, the "Prior Obligation Agreements"), and that the Issuer is not otherwise in default under the Prior Obligation Agreements;

(vi) a certificate or certificates, dated the date of the Closing, signed by an authorized representative of the Trustee and in form and substance satisfactory to Special Counsel and the Purchaser, in which such official to the best of his/her knowledge after due investigation states

that (1) the representations and warranties of the Trustee contained in the Trust Agreement and the Agreement are true and correct in all material respects as of the date of the Closing, the Trustee has duly executed and delivered the Trust Agreement, the Agreement and the Trustee has complied with all agreements and satisfied all conditions on its part to be performed or satisfied under the Trust Agreement and the Agreement at or prior to the Closing and (2) no litigation is pending or threatened against the Trustee before any judicial, quasi-judicial or administrative forum (A) to restrain or enjoin the performance by the Trustee of its obligations and duties under the Trust Agreement and the Agreement, (B) in any way contesting or affecting any authority for, or the validity of, the Obligations or the applications of the proceeds of the Obligations or (C) in any way contesting the existence or corporate trust powers of the Trustee, together with evidence of the authority of the Trustee to execute and deliver the Trust Agreement and the Agreement and execute and deliver the Obligations and an incumbency certificate;

(vii) A specimen of the Obligations;

(viii) A certified copy of the Resolution;

(ix) A non-arbitrage certificate of the Town, in form and substance satisfactory to Special Counsel;

(x) The filing copy of the Information Return Form 8038-G (IRS) for the Obligations, of the Report Relating to Bond and Security Issuance to the Arizona Department of Revenue for the Obligations and of the Relating to Bond and Security Issuance to the Arizona Department of Revenue for the Obligations;

(xi) An executed copy of each of the Town Documents;

(xii) [Evidence that the Obligations have been designated by the Town as, and qualify as, qualified tax-exempt obligations for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended;] and

(xiii) Such additional opinions, letters, certificates, instruments and other documents as the Purchaser or its counsel may reasonably deem necessary to satisfy conditions to the execution and delivery of the Obligations required by the Trust Agreement, to evidence the truth and accuracy as of the Closing, or prior to such time, of the representations, warranties and covenants of the Town and the due performance or satisfaction by the Town of all agreements then to be performed and all conditions then to be satisfied by the Town.

(All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Obligation Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and its counsel; provided, however, that acceptance by the Purchaser of the Obligations shall be deemed by the Purchaser to be satisfaction of the foregoing.)

If the Town shall be unable to satisfy the conditions contained in this Obligation Purchase Agreement or if the obligations of the Purchaser shall be terminated for any reason permitted by this Obligation Purchase Agreement, this Obligation Purchase Agreement (except the warranties and representations of the Town herein) shall terminate and neither the Purchaser nor the Town shall have any further obligation hereunder. However, the Purchaser may, in its sole discretion, waive one or more of the conditions imposed by this Obligation Purchase Agreement and proceed with the Closing.

6. Notices. Any notice or other communication to be given to the Town under this Obligation Purchase Agreement may be given by delivering the same in writing at the address set forth on the first page of this Obligation Purchase Agreement to the attention of the Finance Director, and any

notice or other communication to be given to the Purchaser under this Obligation Purchase Agreement may be given by delivering the same in writing to _____, _____, _____, _____ ____.

7. Notice Concerning Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the Town) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Town hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Obligation Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

8. Parties in Interest. This Obligation Purchase Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Town and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. This Obligation Purchase Agreement may not be assigned by the Town. All of the representations, warranties and agreements of the Town contained in this Obligation Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser; (ii) delivery of and payment for the Obligations pursuant to this Obligation Purchase Agreement and (iii) any termination of this Obligation Purchase Agreement.

9. Effectiveness. This Obligation Purchase Agreement shall become effective upon the acceptance hereof by the Town and shall be valid and enforceable at the time of such acceptance.

10. Choice of Law. This Obligation Purchase Agreement shall be governed by and construed in accordance with the law of the State.

11. Severability. If any provision of this Obligation Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Obligation Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

12. Business Day. For purposes of this Obligation Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

13. Section Headings. Section headings have been inserted in this Obligation Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section

headings are not a part of this Obligation Purchase Agreement and will not be used in the interpretation of any provisions of this Obligation Purchase Agreement.

14. Counterparts. This Obligation Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Obligation Purchase Agreement and return it to the Purchaser. This Obligation Purchase Agreement shall become a binding agreement between you and the Purchaser when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

_____

By: _____

Name: _____

Title: _____

Date: _____

Accepted and agreed to at ....:....
....m M.S.T. as of the date indicated
on the first page hereof

THE TOWN OF ORO VALLEY, ARIZONA

By: _____

Name: _____

Title: _____

ATTEST:

_____
Julie K. Bower, Town Clerk

APPROVED AS TO FORM:

GUST ROSENFELD, P.L.C., as Special
Counsel

By: _____

Name: _____

SCHEDULE

$_____
TOWN OF ORO VALLEY, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2013

Maturity Date (July 1)	Principal Amount	Interest Rate	Yield

Optional Redemption. The Obligations maturing on or before _____, 20__ are not subject to redemption prior to their stated maturity. The Obligations maturing on and after _____, 20__ are subject to redemption prior to their stated maturity, in whole or in part, on any date on or after _____, 20__, from such maturities as may be selected by the Town and by lot within any maturity, by such methods as may be selected by the Trustee, from Prepayments made at the option of the Town, at a redemption price equal to the principal amount of the Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

EXHIBIT A

(Form of Certificate of Qualified Investor)

TOWN OF ORO VALLEY, ARIZONA

_____, as Trustee

Re: $_____ Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2013

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing, either directly or as beneficial owner in case the obligations are held by a securities depository, the captioned obligations (hereinafter referred to as the "Obligations"), such Obligation, or beneficial interest therein, being in the original aggregate principal amount of $_____, bearing the number _____. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with an intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Obligation or any part thereof, the undersigned shall comply with all provisions of the Resolution of the Town of Oro Valley, Arizona (the "Town") authorizing the issuance of the Obligations, adopted on May 15, 2013 (the "Resolution"). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Resolution, a transferee shall be a Qualified Investor (as defined by the Municipal Securities Rulemaking Board), and must sign a letter in the form of this letter and provide such letter to the Trustee before any transfer of any Obligation to such transferee will be registered.

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "Qualified Investor").

4. The undersigned understands that: (i) the Resolution, the Trust Agreement dated as of _____ 1, 2013, by and between _____, as trustee, and the Town (the "Trust Agreement") and the Obligations are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that Act, (ii) the Resolution, the Trust Agreement and the Obligations are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Obligations must comply with federal and state securities laws, (iv) any sale or transfer of the Obligations, or interests therein, must be to Qualified Investors, (v) the Obligations will not be listed on any stock or other securities exchange, (vi) the Obligations will not carry any bond rating from any rating service and (vii) the Obligations are not likely to be readily marketable.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Obligation or an interest therein, and agrees to hold the Town harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its investment decision

and after such evaluation, the undersigned understood and knew that investment in the Obligations involved certain risks, including, but not limited to, limited security and source for payment of the Obligations, the status of development and its impact on taxation for payment of the Obligations, the parity lien on the Excise Taxes pledged for the payment of the payments due pursuant to the Agreement, dated as of _____ 1, 2013, between the Trustee and the Town, and the probable lack of any secondary market for the Obligations. The undersigned acknowledges that it is experienced in transactions such as those relating to the Obligations and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in investing in the Obligations. The undersigned is not relying on the Town in making its decision to purchase the Obligations.

7. The undersigned acknowledges that the Town and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Obligations.

_____
[PURCHASER]

By:_____

Printed Name:_____

Title:_____

EXHIBIT B

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Date of Closing]

_____
_____, ____ _____

Re: Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2013

We have acted as Special Counsel to the Town of Oro Valley, Arizona (hereinafter referred to as the "Town") in connection with the execution and delivery this date of Excise Tax Revenue Refunding Obligations, Series 2013 in the aggregate principal amount of $_____ (the "Obligations") and otherwise as counsel to the Town including for purposes relating to the execution and delivery of the "Agreement" as such term is defined in the hereinafter described Obligation Purchase Agreement. The Obligations (i) are executed and delivered under a resolution authorizing execution and delivery of, and certain other matters related to, the Obligations adopted by the Town Council of the Town on May 15, 2013 (hereinafter referred to as the "Resolution"); and (ii) are being sold pursuant to an Obligation Purchase Agreement, dated _____, 2013 (hereinafter referred to as the "Obligation Purchase Agreement"), by and between the Town and _____ (hereinafter referred to as the "Purchaser"). You may rely on our opinion as Special Counsel, dated of even date herewith, with regard to the Obligations as if addressed to you.

In our capacity as Special Counsel, and as counsel as described hereinabove to the Town, we have examined and relied upon:

(i) An executed copy of the Agreement;

(ii) An executed copy of the Obligation Purchase Agreement;

(iii) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Obligation Purchase Agreement);

(iv) An executed copy of a Trust Agreement, dated as of _____ 1, 2013 (hereinafter referred to as the "Trust Agreement" and, collectively with the Obligation Purchase Agreement and the Agreement, as the "Town Documents"), by and between the Town and _____, as trustee (hereinafter referred to as the "Trustee");

(v) Such other agreements, certificates (including particularly, but not by way of limitation, a certificate of the Mayor, the Town Clerk and the Finance Director of the Town, dated of even date herewith), opinions (including particularly, but not by way of limitation, an opinion of the Town Attorney, dated of even date herewith), letters and other documents, including all documents delivered or distributed at the closing of the sale of the Obligations, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(vi) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

In our examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Town in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Town, the Purchaser and the Trustee relating to the Town Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Town is duly incorporated and validly existing as a municipal corporation and political subdivision under the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the Town Documents and (c) to carry out and consummate all other transactions contemplated by the Resolution, the Town Documents and the Obligations.

2. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Obligations), is required in connection with the adoption of the Resolution or the authorization, execution and delivery and performance, as applicable, by the Town of the Town Documents and the Obligations and the consummation of the transactions contemplated by the Resolution and the Town Documents.

3. The Town has duly (a) adopted the Resolution and (b) authorized (i) the execution, delivery and issuance as applicable of, and the performance of its obligations under, the other of the Town Documents and the Obligations; and (ii) the taking of the actions required on the part of the Town to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Town Documents and the Obligations. The Town has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents, and the Resolution is fully effective under and pursuant to the laws of the State of Arizona and is not subject to referendum.

4. The Town Documents have been duly authorized, executed and delivered by the Town and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Town enforceable in accordance with their terms.

5. It is not necessary in connection with the sale and execution and delivery of the Obligations to the public to register the Obligations under the Securities Act of 1933, as amended, or to qualify the Resolution or the Trust Agreement under the Trust Indenture Act of 1939, as amended.

6. There is no legal requirement to record, re-record, file or re-file any instrument in order to create, perfect, protect and maintain the enforceability of any pledge, lien or security interest granted or assigned by the Trust Agreement.

Our opinions expressed in paragraph 4 hereof are qualified to the extent that the enforceability of the Town Documents is dependent upon the due authorization, execution and delivery of (and authority to perform lawfully) the Town Documents by the other parties thereto and to the extent that the enforceability of the Town Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in

accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the Town Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshaling of assets or (iv) purporting to grant to the owners of the Obligations or to any party to the Town Documents (other than the Town) any rights or remedies not specifically set forth therein.

Notwithstanding the foregoing, the enforceability of the Obligations by the Purchaser, as the owner of the Obligations, and the validity and enforceability of the Obligation Purchase Agreement is subject to all applicable laws regarding conflicts of interest, and we express no opinion with respect to the impact of any such laws on the enforceability of the Obligations by the Purchaser, as owner of the Obligations or the validity or enforceability of the Obligation Purchase Agreement.

Respectfully submitted,

GUST ROSENFELD P.L.C.

DRAFT

TOWN OF ORO VALLEY, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2013

Request for Private Financing Proposals – Proposed General Terms and Conditions

Terms/Definitions	Description
Issuer:	Town of Oro Valley, Arizona (the "Town")
Estimated Amount:	$6,360,000 (the "Obligations")
Bank Qualified:	Yes
Purpose:	Refinancing of the Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2003 ("Bonds Being Refunded") for the purpose of achieving savings. The proceeds of the bonds and obligations that were refunded by the Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2003 were used for water system improvements.
Financing Structure:	The Trustee (see below) will be authorized to execute and deliver the Obligations to the entity providing the successful proposal (the "Purchaser") pursuant to the provisions of a trust agreement (the "Trust Agreement") approved by a resolution expected to be adopted by the Town Council in May 2013 (subject to change) and a resolution expected to be adopted by the Board of Directors of the Town of Oro Valley Municipal Property Corporation in May 2013 (subject to change) (collectively the "Authorizing Resolution"). The Obligations will be proportionate interests in payments (the "Payments") and prepayments to be made under an agreement (the "Agreement") between the Town and the Trustee, approved by the Authorizing Resolution.
Security and Source of Repayment:	The Obligations will be special revenue obligations of the Town, payable solely from Payments to be paid by the Town to the Trustee under the Agreement, certain amounts from time to time deposited in the funds created under the Trust Agreement and investment earnings on such funds (except for any investment earnings required to be rebated to the United States). The Payments to be made by the Town will be secured by a pledge by the Town on its Excise Taxes. "Excise Taxes" means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, bed and rental taxes, and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Agreement. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of the Excise Taxes to payments due on or with respect to the outstanding Parity Obligations. (See below). Included in the document link below, see Estimated Debt Service Requirements and Coverage information provided.
Portion to be Repaid from Net Water System Revenues:	The Town intends to pay a portion of the Payments to be due under the Agreement with revenues of the water system remaining after the payment of operating expenses of the Town's water system (the "Net Water System Revenues"). The Net Water System Revenues are pledged to secure other obligations of the Town and the Corporation and are used to pay other Parity Obligations. THE TOWN'S NET WATER SYSTEM REVENUES ARE NOT PLEDGED TO, NOR DO THEY SECURE, THE PAYMENTS TO BE PAID UNDER THE AGREEMENT. ***In order to pay a portion of the Payments to be due under the Agreement with the Net Water System Revenues, the Town must annually appropriate such payment in its budget. The Town's intention to pay a portion of the Payments to be due under the Agreement from Net Water System Revenues does***

Terms/Definitions	Description
	not obligate the Town to continue to pay a portion of such Payments from Net Water System Revenues in subsequent budgets for subsequent fiscal years.
Proposed Rate and Additional Debt Covenants:	In the event any additional Parity Obligations on parity with the Obligations are issued in the future ("Additional Parity Obligations"), Excise Taxes for the Fiscal Year preceding the issuance shall be at least 2.0 times the highest aggregate annual payments to become due for proposed Additional Parity Obligations, the Obligations and any Parity Obligations.
Trustee:	To be determined.
Outstanding Bonds and Obligations Secured by Excise Taxes ("Parity Obligations"):	(Net of July 1, 2013 payments) $4,580,000 aggregate principal amount outstanding of Town Excise Tax Revenue Obligations, Series 2005 (the "2005 Obligations"); $16,275,000 aggregate principal amount outstanding of Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2007 (the "2007 Bonds"); $2,185,000 Town Excise Tax Revenue Obligations, Series 2010 (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment) (the "2010 Obligations"); and $2,580,000 Town Excise Tax Revenue Obligations, Series 2012.
Credit Rating:	None applied for.
Proposed Payment Structure:	Serial bonds with fixed annual principal beginning July 1, 2014 and semi-annual interest beginning January 1, 2014. See link below for proposed principal structure.
Proposed Prepayment for Obligations:	Bidders' option.
Additional Terms and Conditions:	Entities submitting proposals expected to submit specific terms, fees and conditions, including those deviating from this Term Sheet.
Special Counsel:	Gust Rosenfeld P.L.C.; contact: Scott Ruby, Esq., (602) 257-7432 / swruby@gustlaw.com; Sarah Smith, Esq., (602) 257-7458 / ssmith@gustlaw.com.
Legal Documents:	To be provided by the Town's Special Counsel, Gust Rosenfeld P.L.C. (draft copies attached). The finalized documents will reflect the terms of the Obligations as of closing.
Placement Agent:	Stifel, Nicolaus & Company, Incorporated ("Stifel"); contact: Mark Reader, (602) 794-4011 / mreader@stifel.com or Sandra Park, (602) 794-4010 / spark@stifel.com.
Proposals Due:	Tuesday, June 4, 2013, at 2:00 PM (MST/AZ Time) (E-mail copies accepted and submitted to Stifel). Please direct questions to Stifel (Mark Reader or Sandra Park).
Closing Date:	On or around Wednesday, June 26, 2013 (subject to change).
Proposal Award:	Town officials may select the Purchaser on a preliminary basis to negotiate final terms, conditions and covenants in preparation for consideration in June (subject to change). The Town reserves the right to reject any or all proposals and submit future requests for proposals depending on results, among other factors and reserves the right to issue the Obligations in a public offering.

The Bidder acknowledges receipt and acceptance of the transaction documents pertaining to the project financing.

Signed by:

_____

Title: _____
Date: _____

DRAFT

TOWN OF ORO VALLEY, ARIZONA

PRELIMINARY MATURITY SCHEDULE

$6,360,000 (subject to change)
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2013

Maturity Date (July 1)	Principal
2014	
2015	
2016	
2017	
2018	
2019	
	$6,360,000

Average Life: __.___ years

ESTIMATED DEBT SERVICE REQUIREMENTS AND PROJECTED COVERAGE
(Subject to change)

Fiscal Year	Pledged Excise Taxes (a)	Net Outstanding Debt Service (b)(c)	The Obligations Principal	The Obligations Estimated Interest (d)	Estimated Combined Debt Service	Projected Excise Tax Debt Service Coverage (e)
2012/13	$20,187,000					
2013/14		$ 3,361,883	$1,385,000	$ 143,100	$ 4,889,983	4.13x
2014/15		1,970,725	950,000	111,938	3,032,662	6.66x
2015/16		2,285,474	970,000	90,563	3,346,037	6.03x
2016/17		2,283,401	995,000	68,738	3,347,138	6.03x
2017/18		1,999,964	1,020,000	46,350	3,066,314	6.58x
2018/19		2,279,826	1,040,000	23,400	3,343,226	
2019/20		2,805,810			2,805,810	
2020/21		2,856,349			2,856,349	
2021/22		2,857,924			2,857,924	
2022/23		2,849,276			2,849,276	
2023/24		2,840,291			2,840,291	
2024/25		2,842,988			2,842,988	
2025/26		2,445,176			2,445,176	
2026/27		404,124			404,124	
		$ 34,083,209	$ 6,360,000			

(a) Represents the actual Excise Tax collections for fiscal year 2011/12.

(b) Net of the Bonds Being Refunded.

(c) Represents outstanding gross debt service on the Parity Obligations. Interest is without reduction for the federal interest subsidy payments related to the 2010 Obligations.

(d) The first interest payment on the Obligations will be due on January 1, 2014. Thereafter, interest payments will be made semiannually on July 1 and January 1 until the final maturity or prior redemption of the Obligations.

(e) Projected coverage is determined using pledged fiscal year 2011/12 Excise Taxes. See "Proposed Rate and Additional Debt Covenants" herein.

DRAFT

TOWN SALES AND FRANCHISE TAX COLLECTIONS (a)
BY INDUSTRY CLASSIFICATION
($000s omitted)

	Audited					Estimated	Budgeted
Industry Classification	Fiscal Year 2007/08	Fiscal Year 2008/09	Fiscal Year 2009/10	Fiscal Year 2010/11	Fiscal Year 2011/12	Fiscal Year 2012/13 (b)	Fiscal Year 2013/14 (b)
Construction	$ 7,038	$ 5,143	$ 2,110	$ 1,707	$ 1,738	$ 2,050	$ 2,873
Manufacturing	280	230	230	266	258	220	220
Transportation, communication and utilities	1,279	1,632	1,554	1,534	2,450 (c)	2,807 (c)	3,024 (c)
Wholesale trade	69	54	75	93	106	100	100
Retail trade	4,017	4,264	4,544	4,720	4,925	5,104	5,206
Restaurant, bars and lodging	2,775	2,333	2,283	2,314	2,314	2,155	2,252
Finance, insurance and real estate	496	324	381	324	333	276	250
Services	312	322	378	417	456	466	475
All other	337	896	627	102	103	90	90
Cable franchise tax	517	507	509	515	525	525	500
Total	$ 17,120	$ 15,705	$ 12,691	$ 11,992	$ 13,208	$ 13,793	$ 14,990

(a) Figures are presented on the cash basis of accounting per the Arizona Department of Revenue Standard Industry Summary Local Taxes Collection Reports for all classifications except cable franchise. Cable franchise taxes are presented on the modified accrual basis of accounting.

(b) Estimated and budgeted figures provided by the Town. **Such figures are unaudited, "forward-looking" statements and should be analyzed with an abundance of caution and are not intended as statements or representations of fact or certainty; no representation is made as to the correctness of such estimates or that they will be realized. SUCH FIGURES MUST BE VIEWED WITH AN ABUNDANCE OF CAUTION.** Actual figures may vary significantly from figures shown here.

(c) Includes increase in utilities tax to 4.0%, effective August 1, 2011.

Source: Finance Department of the Town.

HISTORICAL AND PROJECTED EXCISE TAX COLLECTIONS (a)

Category	Audited					Estimated	Budgeted
	Fiscal Year 2007/08	Fiscal Year 2008/09	Fiscal Year 2009/10	Fiscal Year 2010/11	Fiscal Year 2011/12	Fiscal Year 2012/13 (b)	Fiscal Year 2013/14 (b)
Town sales and Franchise Taxes (c)	$ 17,686	$ 15,883	$ 12,553	$ 11,576	$ 12,182	$ 12,524	$ 13,123
Licenses and permits	2,793	1,508	1,055	1,013	1,138	1,331	1,493
Fines	250	286	202	196	201	180	190
State-Shared Sales Taxes	3,621	3,135	2,899	3,024	3,205	3,429	3,544
State-Shared Income Taxes	5,545	5,886	5,087	3,835	3,461	4,189	4,575
Total	$ 29,895	$ 26,698	$ 21,797	$ 19,644	$ 20,187	$ 21,653	$ 22,925

(a) Figures are presented on the cash basis of accounting per the Arizona Department of Revenue Standard Industry Summary Local Taxes Collection Reports for all classifications except cable franchise. Cable franchise taxes are presented on the modified accrual basis of accounting.

(b) Estimated and budgeted figures provided by the Town. **Such figures are unaudited, "forward-looking" statements and should be analyzed with an abundance of caution and are not intended as statements or representations of fact or certainty; no representation is made as to the correctness of such estimates or that they will be realized. SUCH FIGURES MUST BE VIEWED WITH AN ABUNDANCE OF CAUTION.** Actual figures may vary significantly from figures shown here.

(c) Includes one-time sales tax audit recovery revenues.

Source: Finance Department of the Town.

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN GENERAL FUND BALANCE

	Audited (a)					Estimated	Budgeted
	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13 (b)	2013/14 (b)
FUND BALANCE AT BEGINNING OF YEAR	$18,477,706	$16,666,388	$15,940,438	$11,904,429	$11,007,138	$11,401,649	$ 9,829,123
REVENUES							
Taxes (includes franchise taxes)	$13,795,333	$12,969,425	$12,552,869	$11,575,674	$12,182,009	$12,523,845	$13,123,382
Intergovernmental grants and aid	11,773,977	11,858,767	10,725,866	9,960,865	9,968,445	11,330,518	11,775,357
Fines and forfeitures	294,577	341,438	202,144	195,993	212,922	180,000	190,000
Licenses and permits	2,761,145	1,482,735	1,055,270	1,013,392	1,138,348	1,445,391	1,493,455
Charges for services	983,094	1,011,182	913,638	875,881	1,209,814	1,287,591	1,443,437
Contributions and donations	-	1,000	59	15,000	995	-	-
Investment earnings	744,393	226,270	62,200	29,305	159,182	62,275	62,275
Other	276,611	193,665	183,552	255,605	214,052	174,973	114,000
TOTAL REVENUES	$30,629,130	$28,084,482	$25,695,598	$23,921,715	$25,085,767	$27,004,593	$28,201,906
ADJUSTMENTS							
Operating transfer in	$ -	$ -	$ -	$ 616,338	$ 318,426	$ 126,966	$ 185,000
Operating transfer out	(5,959,581)	(1,721,266)	(4,183,686)	(178,682)	(185,240)	(1,345,324)	(162,729)
TOTAL FUNDS AVAILABLE FOR EXPENDITURES	$43,147,255	$43,029,604	$37,452,350	$36,263,800	$36,226,091	$37,187,884	$38,053,300
EXPENDITURES							
Current							
General government	$ 7,992,477	$ 8,925,224	$ 8,912,829	$ 9,415,109	$ 8,974,197	$ 9,964,503	$10,887,356
Public safety	13,511,713	14,200,797	12,919,307	11,784,077	11,874,887	12,387,309	13,668,960
Highway and streets	-	-	-	-	572,827	-	-
Culture and recreation	3,291,775	3,382,023	3,157,369	3,031,520	2,954,549	2,357,449	2,351,957
Capital outlay	1,684,902	581,122	558,416	1,025,956	447,982	2,649,500	1,277,240
TOTAL EXPENDITURES	$26,480,867	$27,089,166	$25,547,921	$25,256,662	$24,824,442	$27,358,761	$28,185,513
FUND BALANCE AT END OF YEAR	**$16,666,388**	**$15,940,438**	**$11,904,429**	**$11,007,138**	**$11,401,649**	**$ 9,829,123**	**$ 9,867,787**

(a) Although these figures are taken from audited financial statements, this table has not been audited.

(b) Estimated and budgeted figures provided by the Town. **Such figures are unaudited, "forward-looking" statements and should be analyzed with an abundance of caution and are not intended as statements or representations of fact or certainty; no representation is made as to the correctness of such estimates or that they will be realized. SUCH FIGURES MUST BE VIEWED WITH AN ABUNDANCE OF CAUTION.** Actual figures may vary significantly from figures shown here.

Source: The Finance Department of the Town.

TOWN OF ORO VALLEY, ARIZONA
$6,275,000 (est), EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2013
REVISED DRAFT FINANCING CALENDAR

April 2013						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013						
S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2013						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2013						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

`Date	Event	Responsibility
Completed	Preliminary refunding analysis (subject to final rates and terms and conditions) reviewed with Town Finance Director and Water Utility Department.	Town, Stifel, GR
Week of April 22nd [Note: Due no later than April 30th]	Draft council communication distributed to financing team for review and comments – to be included into Town Council Board packets for May 15th Town Council meeting. Draft Term Sheet forwarded to Town and Financing Team for review and comments.	Town, Stifel, GR Stifel, GR
May 15th (Consent Agenda)	**Town Council adopts Resolution approving substantially final legal documents which secure the 2013 Refunding Bonds and grants authority to the Town Manager and/or Finance Director to award the financing to the winner bidder, working closely with Stifel and Gust Rosenfeld.**	**Town, Stifel, GR** **[GR and Stifel to attend]**
May 16th	Term Sheet and related bid package, including substantially final legal documents forwarded to several financial institutions for bid reception on June 4th.	Stifel, Town
Week of May 20th	MPC Board of Directors adopts Resolution authorizing the issuance of the Refunding Bonds.	Town
Week of May 27th	**Conditional Call Notices sent by Trustee (no less than 30 days prior to redemption of July 1, 2013). GR and Trustee to communicate.**	**Trustee, GR, WF**
June 4th	Bids due to Stifel.	Stifel, Town
Week of June 10th	Conference call to review bids, update cash flow and present value savings analysis and make recommendation for approval. Notify apparent winning bidder and move towards closing on June 26th (subject to change). Final legal documents forwarded to all team members for review. If DTC eligibility and/or CUSIPS required by winner bidder, Stifel will coordinate administrative requirements.	Town, Stifel, GR
June 10th (on or before)	Closing letter distributed to all financing team members.	Stifel, GR, WF, Town
June 26th	Bond closing. Proceeds deposited with Trustee (Gross Funded). Bonds called on July 1, 2013.	All Parties

Town of Oro Valley Financing Team:

Town = Town of Oro Valley - Issuer
GR = Gust Rosenfeld – Bond Counsel
Stifel = Stifel – Placement Agent
WF = Wells Fargo – Trustee, Registrar & Paying Agent

Prepared by Stifel, Nicolaus & Company, Incorporated – April 30, 2013.

Town Council Regular Session **Item # E.**

Meeting Date: 05/15/2013

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-35, Authorizing and approving an Amendment to the Site Specific Agreement to the Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Pima County Wireless Integrated Network. Contract #CTN-IT-12000000000000000268 (formerly No. 01-14-O-143059-071)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Resolution No. (R)10-24 was approved by Council on 05/05/2010 authorizing a Master Intergovernmental Agreement (IGA) between the Town of Oro Valley and Pima County for the Pima County Wireless Integrated Network (PCWIN) for joint use facility space located at 11,000 N. La Canada Drive, Oro Valley, Arizona.

The attached amended Site Specific Agreement provides for an upgraded backup generator required to support and sustain the continuity of communications operations for public safety agencies throughout Pima County in the event of a power outage. The existing generator on site at OVPD only supports the dispatch communications section of the facility and is inadequate to support the added PCWIN infrastructure.

Additionally, the proposed generator upgrade will provide emergency power to operate the entire main police facility during a power outage. The procurement process and installation oversight will be managed by Pima County. Financial credit totaling $11,000.00 for the existing generator has been factored into the cost. The existing generator will be repurposed by Pima County in support of the PCWIN project. Pima County is funding the generator cost amount that is specific to support the PCWIN communications project emergency power need. The anti-racketeering monies contributed by Oro Valley will fund the portion of the generator cost to support the police facility emergency power needs.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The one-time fiscal impact of $177,367.19 is proposed to be funded by anti-racketeering funds held by the Pima County Attorney's Office for the use of the Oro Valley Police Department. Recurring maintenance costs related to emergency power equipment presently reside in the police department's annual O/M budget and are not anticipated to increase.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-35, Authorizing and approving an Amendment to the Site Specific Agreement to the Intergovernmental Agreement between Pima County and the Town of Oro Valley for the Pima County Wireless Integrated Network.

Attachments

(R)13-35 Site Specific Amendment - PCWIN

SSA Amendment

RESOLUTION NO. (R)13-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN AMENDMENT TO THE SITE SPECIFIC AGREEMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR THE PIMA COUNTY WIRELESS INTEGRATED NETWORK

WHEREAS, pursuant to A.R.S. § 11-952, the Town is authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

WHEREAS, the Town is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Pima County Wireless Integrated Network (PCWIN) communications system will provide opportunity for Public Safety Service providers to migrate their communications services to a regional shared system governed by a Cooperative Board of Directors; and

WHEREAS, the Town and County desire to amend the Amended and Restated Site Specific Supplemental Agreement to allow the parties to install, maintain and operate an upgraded emergency generator at the Oro Valley Police Department; and

WHEREAS, the cost of this contract update, $177,367.19, will be paid by the Oro Valley Police Department's Seizure Fund with no direct effect on the Oro Valley Police Department Budget; and

WHEREAS, it is in the best interest of the Town to enter into this amended IGA, attached hereto as Exhibit "A" and incorporated herein by this reference, to provide for the health, safety and welfare of the residents in the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Oro Valley, Arizona, that:

1. The Amendment to Site Specific Agreement between the Town of Oro Valley and Pima County, attached hereto as Exhibit "A", for Pima County Wireless Integrated Network is hereby authorized and approved.

2. The Chief of Police and any other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Date: _____

EXHIBIT “A”

AMENDMENT TO SITE SPECIFIC AGREEMENT

#CTN-IT-12000000000000000268 (formerly 01-14-O-143059-0710)

WHEREAS, Pima County, a political subdivision of the State of Arizona ("County") and Town of Oro Valley, a municipal corporation ("TOWN")entered into a Master Agreement for Joint Use of Facility Space (the "Master Agreement") recorded on August 20, 2010 at Docket 13877 page 450 sequence 20101610165 of the records of the Pima County Recorder;

WHEREAS, pursuant to the terms of the Master Agreement, a Site-Specific Supplemental Agreement was entered into on July 6, 2010 between County and Town for the Premises located at 1100 La Canada Drive, Oro Valley, Arizona at which the Town of Oro Valley Police Department is located (the "Site-Specific Supplemental Agreement");

WHEREAS, On December 7, 2010, County and Town agreed to amend and restate the Site-Specific Supplemental Agreement (the "Amended and Restated Site-Specific Supplemental Agreement");

WHEREAS, County and Town desire to amend the Amended and Restated Site-Specific Supplemental Agreement as set forth below to allow the parties to install, maintain and operate an emergency generator at the Oro Valley Police Department;

WHEREAS, The $177.367.19 cost of this contract will be paid for out of Oro Valley Police Department "Seizure Funds" and have no detrimental effect on the Oro Valley Police Department Budget.

NOW, THEREFORE, it is agreed as follows:

CHANGE: Site Specific Agreement, Section III. Alterations

Add to the end of the section:

"At the request of the Space Provider, Requestor will also replace Space Provider's existing 40kW generator with a new 300kW diesel fuel generator to supply emergency power to the Requestor's Equipment and the Space Provider's Police Department facilities. The project will include installation of a remote generator monitoring panel at a location to be determined inside the Police Department. Design documents for the generator installation will be submitted for approval of Space Provider's representatives *before construction is initiated.*"

CHANGE: Delete Section VI.b Other Services or Resources to be Provided by Space Provider, Generator Backup Power, and replace with:

a. "Generator Backup Power? × Yes ☐ No
Expected Minimum Runtime: **72 (hrs)**

Requestor will supply and install a 300kW diesel generator with integrated fuel tank and automatic transfer switch(es) to provide emergency power to Requestor's Equipment and Space Provider's Police Department facility.

The generator and automatic transfer switch(es) will become the property of the Space Provider according to the terms of Section 7.3.2 of the Master Agreement.

The Space Provider will be responsible for all maintenance, fueling, environmental permits, and spill clean-up to current environmental standards consistent with any City, County, State and Federal regulations, and all related costs.

Space Provider will reserve sufficient generator load capacity to supply generator power to service all circuits in Requestor's 225 amp service panel."

CHANGE: Section VIII. Special Terms and Conditions

Add to the end of the section:

"Space Provider will transfer ownership of its DMT 40kW generator to the Requestor for reuse at another communications site to support the Pima County Wireless Integrated Network. Space Provider and Requestor will share costs for the OVPD generator project as follows:

	Bid	**Requestor 200 Amp Service (20%)**	**Space Provider 800 Amp Service (80%)**
300 kW Generator Bid Price	**$235,458.99**	**$47,091.80**	**$188,367.19**
Used Resale Value Existing 40 kW Generator			**($11,000.00)**
Total		**$47,091.80**	**$177,367.19**

Space Provider will reimburse Requestor for its share of the costs upon completion of the project. Payment is due within 30 days of receipt of an invoice from the Requestor."

The effective date of this Amendment shall be the date approved by the County.

All other provisions of the Agreement, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment to Site Specific Agreement on the dates written below.

COUNTY (Requestor)

Chairman, Board of Supervisors

Date

TOWN(Space Provider)

Mayor, Town of Oro Valley

Date

ATTEST:

Robin Brigode, Clerk of the Board

Julie Bower, Town Clerk

APPROVED AS TO CONTENT:

COUNTY:

Lionel Bittner, Chief Information Officer

CITY:

Daniel G. Sharp, Police Chief

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing Amendment to Site Specific Agreement between Pima County and the Town of Oro Valley has been reviewed pursuant to A.R.S. § 11-952*et seq.* 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 Master Agreement represented by the undersigned.

PIMA COUNTY:

TOBIN ROSEN

for Marc Natelsky, Deputy County Attorney, Civil Division

TOWN OF ORO VALLEY:

Tobin Sidles, Interim Town Attorney

Town Council Regular Session **Item # F.**

Meeting Date: 05/15/2013

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-36, Authorizing and Approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement with the City of Tucson Allowing for Two (2) Officers to be Assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Request is being made to enter into an agreement between the City of Tucson and the Town of Oro Valley for the participation and administration of a multi-agency High Intensity Drug Trafficking Area task force.

If approved, this agreement will provide continued funding for salary and benefits in the amount of $61,200 for two (2) Town of Oro Valley Police Department officers for FY 2013-14. These officers are assigned to the Pima County/Tucson Metro Counter Narcotics Alliance. This figure represents 48% of the total grant amount of $127,500. The remaining $66,300 will be available later in the federal fiscal year.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

These positions are funded in the Town Manager's Recommended Budget for FY 2013-14.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-36, Authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Oro Valley, allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA).

Attachments

(R)13-36 HIDTA - CNA

CNA HIDTA AGREEMENT

RESOLUTION NO. (R)13-36

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF ORO VALLEY ALLOWING FOR TWO (2) OFFICERS TO BE ASSIGNED TO THE PIMA COUNTY/TUCSON METROPOLITAN COUNTER NARCOTICS ALLIANCE (CNA)

WHEREAS, the Town of Oro Valley is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Town of Oro Valley desires to enter into a Grant Agreement with the City of Tucson for the participation and administration of a multi-agency High Intensity Drug Trafficking Area Task Force for a term effective January 1, 2013 through December 31, 2014; and

WHEREAS, it is in the best interest of the Town to enter into the Grant Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents in the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that**:**

1. The Grant Agreement, attached hereto as Exhibit "A", between the Town of Oro Valley and the City of Tucson to participate in the High Intensity Drug Trafficking Area (HIDTA) Grant Agreement allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA) is hereby authorized and approved.

2. The Mayor, Chief of Police and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Grant Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY:

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

_____
Date

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

_____
Date

EXHIBIT “A”

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

COT Grant Number ***HT-13-2315***

This Grant Agreement is made this 1ST day of January 2013 by and between the CITY OF TUCSON hereinafter called "CITY" and the City of Oro Valley through the **Oro Valley Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2013 and terminate on December 31, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.

2. The GRANTEE agrees that grant funds will be used for the **Counter Narcotics Alliance (CNA).**

3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

Oro Valley Police Department
11000 N La Cañada Drive
Oro Valley, AZ 85737
Attn: Chief of Police Daniel Sharp

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

6. Consistent with Public Law 112-175, the Continuing Appropriations Resolution, 2013, this document provides a total budget and spending ceiling of 48% of the fiscal year 2012 funding level. Accordingly, the budget cannot exceed **$61,200**. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	**$100,000.00**
Fringe Benefits	**$24,000.00**
Overtime	**$3,500.00**
Travel	**$0.00**
Facilities	**$0.00**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0.00**
Equipment (listed below)	**$0.00**
TOTAL	**$127,500.00**
See attached for budget detail.	
Spending ceiling (48% of the total budget)	**$61,200.00**

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures.

8. Every payment obligation of the CITY 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 this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B.*

10. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

11. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.

12. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

13. For the purpose of this grant, a capital expenditure is $1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $1,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at $ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

    The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

    The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

16. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
    Link: *OMB Circular A-133* http://www.whitehouse.gov/omb/circulars/index.html

17. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	**Due Date:**	**Report Period Month of:**	**Due Date:**
January 1 - 31	February 25	July 1 – 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 – 30	April 25	September 1 – 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

19. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of $100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).

20. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
    Link: *Excluded Parties Listing System* http://epls.arnet.gov

21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

22. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

24. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

25. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

26. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Imdemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

28. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

29. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

30. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.

31. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.

32. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.

33. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.

34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

35. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

36. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

37. **T**he Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions

38. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

39. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.

40. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

41. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have, a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.

42. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

43. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Chief of Police Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police Date
City of Tucson Police Department

Lisa Judge, Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form

CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **<u>ADDITIONAL INSURANCE REQUIREMENTS</u>:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-13-2315

Date: _____ Signature: _____
Authorized Official

PROCEDURES
Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.
   a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.

   b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:

   a. The jurisdiction initiating the payment.
   b. A description of the information/evidence received.
   c. The amount of payment, both in numeral and word form.
   d. The date on which the payment was made.
   e. The signature of the informant payee.
   f. The signature of the case agent or officer making payment.
   g. The signature of at least one other officer witnessing the payment.
   h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee’s Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant’s file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

   a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
   b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant’s establishment.
   c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
   d. Agreement with cooperating individual.
   e. Receipt for P/I.
   f. Copies of all debriefing reports (except for the Headquarters case file).
   g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
   h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
   i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
   j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant’s identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
   a. Informant's code number.
   b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
   c. Informant's true name.
   d. Name of establishing law enforcement officer.
   e. Date the establishment is approved.
   f. Date of deactivation.

3. Establish each informant file in accordance with Informant File Documentation (2).

4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

   a. The level of the targeted individual, organization or operation.
   b. The amount of the actual or potential seizure.
   c. The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made.

   a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.

2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.

3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.

4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
   a. The significance of the investigation.
   b. The need for this expenditure to further the investigation.
   c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
   a. The amount of funds involved.
   b. The degree of security under which the funds are being held.
   c. How long an extension is required.
   d. The significance of the expenditure.

   Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Town Council Regular Session **Item # G.**

Meeting Date: 05/15/2013

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-37, Authorizing and Approving a High Intensity Drug Trafficking Area (HIDTA) Grant Agreement with the City of Tucson Allowing for One (1) Officer to be Assigned to the Pima County HIDTA Investigative Task Force (PCHITF)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Request is being made to enter into an agreement between the City of Tucson and the Town of Oro Valley for the participation and administration of a multi-agency High Intensity Drug Trafficking Area task force.

If approved, this agreement will provide continued funding for salary and benefits in the amount of $43,332 for one (1) Town of Oro Valley Police Department officer for FY 2013-14. This officer is assigned to the Pima County HIDTA Investigative Task Force. This figure represents 48% of the total grant amount of $90,276. The remaining $46,944 will be available later in the federal fiscal year.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

This position is funded in the Town Manager's Recommended Budget for FY 2013-14.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-37, Authorizing and approving a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Oro Valley, allowing for one (1) officer to be assigned to the Pima County HIDTA Investigative Task Force (PCHITF).

Attachments

(R)13-37 HIDTA - PCHITF

PCHITA GRANT AGREEMENT

RESOLUTION NO. (R)13-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF ORO VALLEY, ALLOWING FOR ONE (1) OFFICER TO BE ASSIGNED TO THE PIMA COUNTY HIDTA INVESTIGATIVE TASK FORCE (PCHITF)

WHEREAS, the Town of Oro Valley is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Town of Oro Valley desires to enter into a Grant Agreement with the City of Tucson for the participation and administration of a multi-agency High Intensity Drug Trafficking Area Task Force for a term effective January 1, 2013 through December 31, 2014; and

WHEREAS, it is in the best interest of the Town to enter into the Grant Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents in the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that**:**

1. The Grant Agreement, attached hereto as Exhibit "A", between the Town of Oro Valley and the City of Tucson to participate in the High Intensity Drug Trafficking Area (HIDTA) Grant Agreement allowing for one (1) officer to be assigned to the Pima County HIDTA Investigative Task Force (PCHITF) is hereby authorized and approved.

2. The Mayor, Chief of Police and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Grant Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY:

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

_____
Date

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

_____
Date

EXHIBIT “A”

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

COT Grant Number ***HT-13-2322***

This Grant Agreement is made this 1ST day of January 2013 by and between the CITY OF TUCSON hereinafter called "CITY" and the City of Oro Valley through the **Oro Valley Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2013 and terminate on December 31, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.

2. The GRANTEE agrees that grant funds will be used for the **Pima County HIDTA Investigative Task Force (PCHITF).**

3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

Oro Valley Police Department
11000 N. La Cañada Drive
Oro Valley, AZ 85737
Attn: Chief of Police Daniel Sharp

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

6. Consistent with Public Law 112-175, the Continuing Appropriations Resolution, 2013, this document provides a total budget and spending ceiling of 48% of the fiscal year 2012 funding level. Accordingly, the budget cannot exceed **$43,332.48**. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	**$54,670.00**
Fringe Benefits	**$25,606.00**
Overtime	**$10,000.00**
Travel	**$0.00**
Facilities	**$0.00**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0.00**
Equipment (listed below)	**$0.00**
TOTAL	**$90,276.00**
See attached for budget detail.	
Spending ceiling (48% of the total budget)	**$ 43,332.48**

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures.

8. Every payment obligation of the CITY 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 this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B.*

10. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

11. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.

12. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

13. For the purpose of this grant, a capital expenditure is $1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $1,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at $ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

    The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.
    Link: *OMB Circulars* http://www.whitehouse.gov/omb/circulars/index.html

    The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

16. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
    Link: *OMB Circular A-133* http://www.whitehouse.gov/omb/circulars/index.html

17. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	**Due Date:**	**Report Period Month of:**	**Due Date:**
January 1 - 31	February 25	July 1 – 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 – 30	April 25	September 1 – 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

19. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of $100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).

20. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
    Link: *Excluded Parties Listing System* http://epls.arnet.gov

21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

22. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

24. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

25. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

26. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indeminitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.

27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Imdemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

28. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

29. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

30. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.

31. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.

32. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.

33. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.

34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

35. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

36. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

37. **T**he Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions

38. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

39. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.

40. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

41. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have, a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.

42. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

43. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Chief of Police Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police Date
City of Tucson Police Department

Lisa Judge, Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form

CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***“The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **<u>ADDITIONAL INSURANCE REQUIREMENTS</u>:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-13-2322

Date: _____ Signature: _____
Authorized Official

PROCEDURES
Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.
   a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.

   b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:

   a. The jurisdiction initiating the payment.
   b. A description of the information/evidence received.
   c. The amount of payment, both in numeral and word form.
   d. The date on which the payment was made.
   e. The signature of the informant payee.
   f. The signature of the case agent or officer making payment.
   g. The signature of at least one other officer witnessing the payment.
   h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee’s Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant’s file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

   a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
   b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant’s establishment.
   c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
   d. Agreement with cooperating individual.
   e. Receipt for P/I.
   f. Copies of all debriefing reports (except for the Headquarters case file).
   g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
   h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
   i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
   j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant’s identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
   a. Informant's code number.
   b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
   c. Informant's true name.
   d. Name of establishing law enforcement officer.
   e. Date the establishment is approved.
   f. Date of deactivation.

3. Establish each informant file in accordance with Informant File Documentation (2).

4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

   a. The level of the targeted individual, organization or operation.
   b. The amount of the actual or potential seizure.
   c. The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made.

   a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.

2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.

3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.

4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
   a. The significance of the investigation.
   b. The need for this expenditure to further the investigation.
   c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
   a. The amount of funds involved.
   b. The degree of security under which the funds are being held.
   c. How long an extension is required.
   d. The significance of the expenditure.

   Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Town Council Regular Session **Item # H.**

Meeting Date: 05/15/2013

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-38, Authorizing and approving a grant contract between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding of one (1) DUI Enforcement SUV and one (1) DUI Phlebotomy van to enhance DUI enforcement in the Town of Oro Valley

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Governor's Office of Highway Safety was awarded additional FY 2013 funding, and notified eligible agencies to submit applications. The Police Department received two (2) originals of Contract No. 2013-164-002 on April 29, 2013 entitled DUI Enforcement Vehicles - One (1) SUV and One (1) DUI Phlebotomy Van. This contract awarded $117,000 in funding for these two vehicles.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The G.O.H.S. Grant allocates $117,000 for the purchase of one (1) fully marked DUI enforcement package SUV and one (1) DUI phlebotomy processing van. These vehicles are required to be ordered and placed in service prior to the end of the specified project period, September 30, 2013.

Since this grant is programmed as a reimbursable grant, Town funds will be used to purchase the vehicles and these costs will be promptly submitted to the GOHS for full reimbursement. The Town General Fund has available budget capacity in both the current fiscal year budget and in the FY 2013/14 Recommended Budget to accommodate this purchase and subsequent reimbursement. Sufficient budget capacity has also been included in the FY 2013/14 Recommended Budget to pay for all administrative and operations and maintenance costs relating to these vehicles.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-38, authorizing and approving a grant contract between the Oro Valley Police Department and the Governor's Office of Highway Safety (G.O.H.S.) for funding equipment to enhance DUI enforcement.

Attachments

(R)13-38 GOHS - DUI Enforcement Grant

RESOLUTION NO. (R)13-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A GRANT CONTRACT BETWEEN THE ORO VALLEY POLICE DEPARTMENT AND THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) FOR FUNDING EQUIPMENT TO ENHANCE DUI ENFORCEMENT

WHEREAS, the Town of Oro Valley is a political subdivision of the State of Arizona vested with all associated rights, privileges and benefits and is entitled to the immunities and exemptions granted municipalities and political subdivisions under the Constitution and laws of the State of Arizona and the United States; and

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 164 of the Highway Safety Act encourages States and Local Jurisdictions to enact and enforce laws against repeat intoxicated drivers; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 164 funds to fund equipment to enhance DUI enforcement; and

WHEREAS, it is in the interest of the Town of Oro Valley approve the G.O.H.S. grant contract, attached hereto as Exhibit "A" and incorporated herein by this reference, for the purposes of furthering public safety within the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Town Manager is authorized to enter into and execute the attached Governor's Office of Highway Safety Highway Safety Grant Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, on behalf of the Town of Oro Valley.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY:

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Date: _____

EXHIBIT “A”

GOVERNOR'S OFFICE OF HIGHWAY SAFETY

164

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.608
1.	**APPLICANT AGENCY** Oro Valley Police Department	**GOHS CONTRACT NUMBER** **2013-164-002**
	ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737	**PROGRAM AREA 164 – AL** **TASK 2**
2.	**GOVERNMENTAL UNIT** Town of Oro Valley	**AGENCY CONTACT** Chris Olson
	ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737	**3. PROJECT TITLE:**
4. **5.**	**GUIDELINES** **164 – Alcohol (AL)**	DUI Enforcement Vehicles- One (1) SUV and One (1) DUI Phlebotomy Van

6. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 164 funds will support the purchase of Capital Outlay: One (1) Fully Marked DUI Enforcement Police Package SUV (or similar) and One (1) DUI Phlebotomy Processing Van to enhance and support DUI Enforcement and Processing throughout northern Pima County. The total amount of funding for this contract will include 410 HVE or HF to support High Visibility or High Fatality Enforcement activities and other alcohol enforcement activities.

7.	**BUDGET** **COST CATEGORY**	**Project Period** **FY 2013**
I.	**Personnel Services**	$0.00
II.	**Employee Related Expenses**	$0.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$117,000.00
	TOTAL ESTIMATED COSTS	**$117,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2013
CURRENT GRANT PERIOD	**FROM:** 03-13-2013	**TO:** 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: $117,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Oro Valley Police Department is considered a small, yet full service, police agency, comprised of 97 sworn personnel with a traditional rank and file structure. The Oro Valley Police Department has areas of specialized training including a DUI enforcement unit that participates in joint task force operations. The Oro Valley Police Department is committed to reducing the unnecessary deaths and serious injury collisions caused by drunk driving.

Oro Valley is located in northern Pima County, approximately 3 miles north of Tucson city limits. The Town covers over 34 square miles and has a current population of 41,011. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) that runs directly through the Town. This route is traveled, on average, by 50,000 vehicles per day. In all, Oro Valley has over 170 miles of paved roadways including seven miles of State Route 77 with six lanes of through traffic.

Agency Problem:

The Oro Valley Police Department has relied upon Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement. The Oro Valley Police Department seeks to continue with its proud participation; however, fiscal constraints continue to challenge the Oro Valley Police Department's ability to fund the vehicles necessary to address the current DUI issue fully.

Agency Attempts to Solve Problem:

The Oro Valley Police Department continues to work cooperatively with regional partners in the Southern Arizona DUI Task Force as a means to address the current DUI issue. The agency continued to seek additional funding for the dedicated DUI enforcement vehicle as well as the vehicle phlebotomy but was unable to secure an additional funding source.

Agency Funding:

Federal 164 funds will support the purchase of Capital Outlay: One (1) Fully Marked DUI Enforcement Police Package SUV (or similar) and One (1) DUI Phlebotomy Processing Van to enhance and support DUI Enforcement and Processing throughout northern Pima County. The total amount of funding for this contract will include 410 HVE or HF to support High Visibility or High Fatality Enforcement activities and other alcohol enforcement activities.

How Agency Will Solve Problem With Funding:

Should the Oro Valley Police Department receive the funding, the agency will purchase the fully marked police package Sport Utility (or similar) Vehicle and the DUI Phlebotomy Van. The agency will assign the fully marked police package Sport Utility (or similar) Vehicle to one of the two officers dedicated to DUI enforcement. The agency will also use the DUI Phlebotomy Van to support DUI enforcement throughout the Town of Oro Valley as well as Northern Pima County.

GOALS/OBJECTIVES:

Federal 164 funds will support the purchase of Capital Outlay: One (1) Fully Marked DUI Enforcement Police Package SUV (or similar) and One (1) DUI Phlebotomy Processing Van to enhance and support DUI Enforcement and Processing throughout northern Pima County. The total amount of funding for this contract will include 410 HVE or HF to support High Visibility or High Fatality Enforcement activities and other alcohol enforcement activities.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Alcohol in terms of money, criminal and human consequences.**

The Oro Valley Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Oro Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details. **PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.**

METHOD OF PROCEDURE:

The Oro Valley Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay:
One (1) Fully Marked DUI Enforcement Police Package SUV (or similar) and One (1) DUI Phlebotomy Processing Van.

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

One (1) Fully Marked DUI Enforcement Police Package SUV (or similar) Vehicle and One (1) DUI Phlebotomy Processing Van

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Oro Valley Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Oro Valley Police Department further agrees to dispose of this equipment using the Oro Valley Police Department, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Oro Valley Police Department can refer to that of the state. The Oro Valley Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Oro Valley Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Oro Valley Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Oro Valley Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **One (1) Fully Marked DUI Enforcement Police Package SUV (or similar) Vehicle and One (1) DUI Phlebotomy Processing Van.**

Decals:

The Governor's Office of Highway Safety shall provide the Oro Valley Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Oro Valley Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

POLICE PACKAGE VEHICLES:

Requirements for DUI Enforcement Police Package Vehicle (Marked):
Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, may include a mobile data computer (MDC), equipment and associated mounting hardware. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA:

Requirements for Professional and Outside Services:
A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:
Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:
All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT:

Requirements for Equipment:
The Oro Valley Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Oro Valley Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of $5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Oro Valley Police Department shall follow the State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Oro Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. *Note:* The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th).** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Daniel G. Sharp, Chief, Oro Valley Police Department, **shall serve as Project Director.**

Chris Olson, Lieutenant, Oro Valley Police Department, **shall serve as Project Administrator.**

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at www.azgohs.gov. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the federal fiscal year of the contract.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$0.00
II.	Employee Related Expenses	$0.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	
	One (1) Fully Marked DUI Enforcement Police Package SUV (or similar)	$47,000.00
	One (1) DUI Phlebotomy Processing Van	$70,000.00
	TOTAL ESTIMATED COSTS	***$117,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Oro Valley Police Department shall absorb any and all expenditures in excess of **$117,000.00**.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

AGENCY/PROGRAM SOURCE	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
Oro Valley Police Department	**Total Amount Requested**	**$117,000.00**
GOHS Contribution (410)	**25%**	**$11,750.00**
GOHS Contribution (164)	**75%**	**$105,250.00**
TOTAL FUNDED	**100%**	**$117,000.00**

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Required $5,000.00+

Contract Number: 2013-164-002
Reporting Agency: Oro Valley Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) $5,000+ must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XXI herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*
The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXII. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

   Name: _____

   Title: _____

   Telephone Number: _____ Fax Number: _____

   E-mail Address: _____

2. **Agency's Fiscal Contact:**

   Name: _____

   Title: _____

   Telephone Number: _____ Fax Number: _____

   E-mail Address: _____

   Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Daniel G. Sharp, Chief
Oro Valley Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Greg Caton, Town Manager
Town of Oro Valley

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §**164** and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **164-AL, Task 2**, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** — *Authorization to Proceed Date*

   B. FEDERAL FUNDS: — **$117,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

3-27-13.
Approval Date

Town Council Regular Session **Item # I.**

Meeting Date: 05/15/2013
Requested by: Aimee Ramsey
Submitted By: Aimee Ramsey, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-39, Authorizing the Development and Infrastructure Services Department to apply for a grant from the Arizona Department of Transportation for funding of vehicles for the Transit Service Division

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Transit Services Division utilizes grant funding to replace and augment its transit vehicle fleet. The Arizona Department of Transportation (ADOT) Section 5310 or Elderly Individuals and Individuals With Disabilities Transportation Program is a federal grant program designed to provide capital awards, primarily in the form of vehicles, to qualified agencies serving predominately senior and/or disabled persons.

The Transit Division intends to apply for Section 5310 funding to replace two aging vehicles and acquire three new mini vans to provide more comfortable and more efficient service for elderly individuals and individuals with disabilities. The 5310 application form is attached for your reference.

Section 5310 grant funding requires a local match of 20% from the applying entity. This is estimated at $48,000 and is included in the Town Manager's Recommended Budget for FY 2013-14.

BACKGROUND OR DETAILED INFORMATION:

Since October 1996, the Town has owned and operated a transit service for elderly and disabled residents. The Transit Services Division currently has a fleet of seventeen (17) vehicles, providing approximately 100 - 165 trips per day. Older fleet vehicles need to be replaced and the fleet also needs to be expanded to meet increasing demand for transit service by the community.

The Town has developed a fleet replacement program based on the life expectancy of each vehicle. For transit vehicles the standard service life is 5 years or 100,000 miles. Preventative maintenance and inspections are completed every 5,000 miles to ensure the safety and reliability of these vehicles; however, many of our transit vehicles have passed the standard service life. In order to prevent significant transmission or engine overhaul costs associated with higher mileage vehicles, these vehicles need to be replaced.

FISCAL IMPACT:

The total estimated local match ($48,000) is included in the Town Manager's Recommended Budget for FY 2013-14.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-39, Authorizing the Development and Infrastructure Services Department to apply for a grant from the Arizona Department of Transportation for funding of vehicles for the Transit Service Division.

Attachments

(R)13-39 ADOT Grant for Vehicles

FY 2013 Application

RESOLUTION NO. (R)13-39

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT TO APPLY FOR A GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF VEHICLES FOR THE TRANSIT SERVICE DIVISION

WHEREAS, the Town of Oro Valley is a municipal corporation within the State of Arizona and is vested with all the rights, privileges and benefits and is entitled to the immunities and exemptions granted to municipalities and political subdivisions under the laws of the State of Arizona; and

WHEREAS, pursuant to 49 U.S.C. § 5310, the Secretary of Transportation may make grants to state and local governmental authorities for public transportation capital projects planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities; and

WHEREAS, the Multimodal Planning Division (MPD) of the Arizona Department of Transportation (ADOT) administers the Federal Transit Administration's (FTA) Elderly Individuals and Individuals with Disabilities Transportation Program; and

WHEREAS, the Development and Infrastructure Services Department, Transit Service Division, is in need of replacing or increasing service vehicles; and

WHEREAS, the Town desires to apply for a grant to ADOT, attached hereto as Exhibit "A" and incorporated herein by this reference, for the purchase of vehicles to assist elderly and disabled residents transit services; and

WHEREAS, ADOT shall purchase the vehicles for the Town and the Town shall pay approximately twenty (20%) percent of the total purchase cost for the vehicles; and

WHEREAS, it is in the interest of the Town of Oro Valley to apply for a grant with ADOT for funding of vehicles to assist elderly and disabled residents within the Town.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, **that:**

1. The Mayor and Council authorize and approve the Development and Infrastructure Services Department, Transit Services Division, to via e-grants and electronic application, to the Arizona Department of Transportation for the funding of vehicles to assist elderly and disabled residents of the Town.

2. The Development and Infrastructure Services Director and any other administrative officials of the Town of Oro Valley are hereby authorized to take steps as necessary to execute and implement the terms of the Grant Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY:

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Date: _____

EXHIBIT “A”

APPLICATION SELECTION

Instructions:

Select the checkboxes below that correspond to applicant organization and types or projects this application is for.

Click the **Save** button, and the appropriate pages will be displayed.

Complete the application either by select the 'Forms Menu' link above, or 'SUMMARY OF PROJECT AND FUNDING REQUEST(S)' link at the bottom of the page.

What type of Project(s) are you applying for? (Select 'Yes' for all that apply)

Yes Capital

Operating

Mobility Management

This application includes project request(s) for a regional mobility management project at the COG/MPO level. If this is the case, complete the questions in this section AND provide project detail in the Regional Mobility Management Project Request(s) Section.

This application includes project request(s) for mobility management activities at the sub-regional level. Sub-regional projects will only be considered for areas where regional mobility management programs exist. If this is the case, complete the questions in this section AND provide project detail in the Sub-Regional Mobility Management Project Request(s) Section.

Yes Check if you have a transportation program.

SUMMARY OF PROJECT AND FUNDING REQUEST(S): 1

Instructions:

- Please complete this page and click **SAVE.** Fields will populate with information and any errors will be noted at this point.
- After you saved this page, you may add additional pages by selecting the **ADD** button above.
- Required fields are marked with an *.
- There is space below for as many as five different projects.
- Every project applied for (operating funding, mobility management funding, capital funding) is considered a separate project.
- Applicants are to list every single piece of capital equipment applied for, such as a single vehicle, as a separate project. If applying for radios or other equipment that must be funded as a group (i.e. 10 radios) then list as a group, do not ask for a single radio ten times.
- If the applicant has more than five projects, a second Summary of Project and Funding Request(s) Sheet will need to be completed, which can be done after the save button is clicked.
- The Project Title is a short descriptive title for the project, such as "Cutaway With Lift to replace VIN 5555."
- The Priority Number is to identify the priority in which the project should be considered. If all the projects listed cannot be funded, what project is the priority to be considered and funded?
- The Brief Description of Proposed Project should include enough detail to explain the purpose of the project. The detail should be concise with no more than 500 characters.

Applicant Agency Name	Town of Oro Valley

Project Summary

1	Project Title	Bus Replacement 10		Priority Number	1
	Location Address	12941 Pusch Mountain View Ln Oro Valley, Arizona 85755			
	Brief Description of Proposed Project.	The Oro Valley transit services division is in need of enhancing it service to the area and is looking forward to replacing one is older transit vehicles that is past its useful life vin 1FDWE45F43HB14987. This vehicle has over 256,000 miles bus has been used to meet demand of the newly development partnership with the RTA in delivering dial-a-ride Sun Shuttle service.			
	Funding Request Amount	FTA Request $51,040	Local Match $6,960	Total Cost $58,000	
	Project Type	Capital		COG/MPO Region	PAG

2	Project Title	Bus Replacement 11		Priority Number	2
	Location Address	12941 Pusch Mountain View Ln Oro Valley, Arizona 85755			
	Brief Description of Proposed Project.	The Oro Valley transit services division is in need of enhancing it service to the area and is looking forward to replacing one is older transit vehicles that is past its useful life vin 1FDWE45F43HB14992. This vehicle has over 256,000 miles bus has been used to meet demand of the newly development			

		partnership with the RTA in delivering dial-a-ride Sun Shuttle service.			
	Funding Request Amount	FTA Request $51,040	Local Match $6,960	Total Cost $58,000	
	Project Type	Capital		COG/MPO Region	PAG

3	Project Title	Enhancement 20		Priority Number	3
	Location Address	12941 Pusch Mountain View Ln Oro Valley, Arizona 85755			
	Brief Description of Proposed Project.	The Oro Valley transit service became the Sun Shuttle Dial a Ride in 2012. Since that time miles, hours and passenger trips have increased 123%. In an attempt to continue to elevate senior service and accommodate the request for "more comfortable" vehicles as well as more fuel efficient vehicle, we want to incorporate new mini vans into the system. This expansion vehicle will be used primarily within the blue zone service area for smaller single passenger service to meet growing demand.			
	Funding Request Amount	FTA Request $44,000	Local Match $6,000	Total Cost $50,000	
	Project Type	Capital		COG/MPO Region	PAG

4	Project Title	Enhancement 21		Priority Number	4
	Location Address	12941 Pusch Mountain View Ln Oro Valley, Arizona 85755			
	Brief Description of Proposed Project.	The Oro Valley transit service became the Sun Shuttle Dial a Ride in 2012. Since that time miles, hours and passenger trips have increased 123%. In an attempt to continue to elevate senior service and accommodate the request for "more comfortable" vehicles as well as more fuel efficient vehicle, we want to incorporate new mini vans into the system. This expansion vehicle will be used primarily within the blue zone service area for smaller single passenger service to meet growing demand.			
	Funding Request Amount	FTA Request $44,000	Local Match $6,000	Total Cost $50,000	
	Project Type	Capital		COG/MPO Region	PAG

5	Project Title	Enhancement 22		Priority Number	5
	Location Address	12941 Pusch Mountain View Ln Oro Valley, Arizona 85755			
	Brief Description of Proposed Project.	The Oro Valley transit service became the Sun Shuttle Dial a Ride in 2012. Since that time miles, hours and passenger trips			

	have increased 123%. In an attempt to continue to elevate senior service and accommodate the request for "more comfortable" vehicles as well as more fuel efficient vehicle, we want to incorporate new mini vans into the system. This expansion vehicle will be used primarily within the blue zone service area for smaller single passenger service to meet growing demand.			
Funding Request Amount	FTA Request $19,200	Local Match $4,800	Total Cost $24,000	
Project Type	Capital		COG/MPO Region	PAG

2013 SECTION 5310 PROJECT FUNDING REQUESTS

2013 OPERATING (ALL PROJECTS)		
FTA REQUEST(S)	LOCAL MATCH	TOTAL
	$0	$0

2013 CAPITAL (ALL PROJECTS)		
FTA REQUEST(S)	LOCAL MATCH	TOTAL
$192,000	$48,000	$240,000

2013 MOBILITY MANAGEMENT (ALL PROJECTS)		
FTA REQUEST(S)	LOCAL MATCH	TOTAL
	$0	$0

2013 TOTALS		
FTA REQUEST(S)	LOCAL MATCH	TOTAL
$192,000	$48,000	$240,000

PROGRAM INFORMATION

Instructions:

- Please complete this page and click **SAVE.** Fields will populate with information and any errors will be noted at this point.
- Required fields are marked with an *.

1. Mission. Describe the agency's purpose and services.

A division of Development and Infrastructure Services dedicated to bringing alternative modes of transportation to the Oro Valley community ensuring mobility for northern Pima County. The division works with the Regional Transportation Authority (RTA) to ensure the demand response transit service known as the Sun Shuttle Dial-a-Ride works with the main fixed route system Sun Tran. The Transit Services Division is responsible for monitoring of the transit services operated throughout the Town to ensure effective and efficient use of resources. The division plans for transit infrastructure to support the service and enhance the community. This year in partnership with the Regional Transportation Authority (RTA) Oro Valley continues to offer increased service hours refusing to allow vehicle limitations to reduce the Sun Shuttle dial-a-ride service capacity. This service addresses our growing base and the continual influx of retirees. Annually registration for the service increase 123% of 256 new senior and disabled riders per year. Within operating constraints, the service carried on average 160 passengers per day to medical, school and other appointments.

2. Program. Describe the agency's current transportation program or program(s) related to transportation, to include what geographic area(s) are served.

The Sun Shuttle Dial a Ride is operates as far north as the Town of Oro Valley Town limits to the southern boundaries of the City of Tucson we cover a very large area. Our service hours are Weekdays from 6am until 8pm, and weekends/holidays from 6am until 9pm. While weekend service is strictly for ADA certified clients at this time, we have opened our doors to seniors for the expanded service hours during the week whereas they use to be restricted to ride from 8am until 5pm. The Town of Oro Valley consists primarily of single-family homes and retirement communities spread over a mix of tightly developed neighborhoods and large, multi-acre lots. Multiple commercial districts are interspersed throughout the community, and the Town also hosts a large biotech park and an aerospace industrial campus.
The Oro Valley Dial-a-Ride is divided into three operational service areas serving the general public, ADA qualified passengers, and seniors 65 and older previously served by three separate providers. Through this integration and coordination passenger qualify for various geographic boundaries of the dial-a-ride service.

https://egrants.azdot.gov/_Upload/4303-SunShuttleTransit_11x17.jpg **Attach a MAP of the service area by clicking here.**

3. Service Provider. What agency provides the transportation service described in question 2.

✔ Applicant
Subcontractor (Contracted/Purchased Transit Service Provider)

Other: (Describe)

If subcontractor or other, please provide contact information for the agency providing the service to include Name, Address, Phone Number, Email and Contact Individual.

4. Service Area. Indicate approximate percentage of census designated geographic areas the agency serves. Total percentage should equal 100%.

PERCENT OF TOTAL TRIPS	TRIP TYPE
100%	Urbanized Area
0%	Small Urbanized Area
0%	Rural Area
100%	**TOTAL PERCENTAGE**

5. Operations.

	FIXED ROUTE	DEMAND RESPONSE	DEVIATED FIXED ROUTE	TOTAL DAYS AND HOURS PER WEEK
a. What days of the week does your service operate? (e.g., M-F, M, Tu, W, Th, Sa, Su)	na	M-F / Sa,Su & Holidays	na	7 Days - 365 Year
b. What hours of the day does your service operate? (e.g., 5 am–7:30 pm)	na	6am - 8pm / 9am - 6pm	na	Approx 475/week

6. Clientele. Describe the transportation clientele and client eligibility requirements.

Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

There is no eligilibty process for the general service area. This area has been expanded to help achieve transportation mobility for both seniors (age 65 years or older) and passengers certified as ADA. To be eligible for the expanded senior service you just reigister and self-certify, ADA passengers must go through the regional ADA office.

7. Trip Purpose. Indicate approximate percentage of the type of trip(s) the

agency offers. Total percentage should equal 100%.

PERCENT OF TOTAL TRIPS	TRIP TYPE
18%	Workforce/Employment Related
31%	Medical
7%	Education
7%	Senior Programs
15%	Social, Recreational, Personal
22%	OTHER (Describe):
100%	**TOTAL PERCENTAGE**

8. Vehicles. Indicate the number of Revenue Service Vehicles used in the transportation program. (Do not include non-revenue service vehicles.)

NUMBER	DESCRIPTION
16	Full-time
	Part-time
1	Back-up/spare
17	Total Vehicle Fleet - Revenue Service
17	Of this total, how many vehicles are ADA Accessible (regardless of status in fleet)?

9. Program Staff. Indicate the number of Staff employed in the transportation program.

NUMBER	DESCRIPTION	NUMBER	DESCRIPTION
3	Paid Full Time Drivers	1	Paid Full Time Operation Supervisors
35	Paid Part Time Drivers		Paid Part Time Operation Supervisors
	Volunteer Drivers	1	Paid Full Time Dispatchers
1	Paid Full Time Administrative Staff	2	Paid Part Time Dispatchers
2	Paid Part Time Administrative Staff		Mechanics
	Paid Full Time Mobility Manager		Paid Part Time Mobility Manager

https://egrants.azdot.gov/_Upload/4303-DPW_TRANSTIOrgChartApril2013.pdf **Attach a copy of your ORGANIZATIONAL CHART by clicking here**

10. Fare/Donation. Describe the Fare or Donation Structure of the transportation program.

Sun Shuttle DAR service collected $49,977 dollars in fares. The Oro Valley Dial-a-Ride is divided into three operational service areas serving the general public, ADA qualified passengers, and seniors 65 and older. Which area a passenger qualifies for determines the geographic boundaries of the dial-a-ride trip they can take as well as the fare. Generally the average fare is $3.00 per trip.

FY 2012 Agency and/or Transportation Program Budget
Revenues

DEDICATED FUNDING SOURCES OR CONTRACTS	OPERATING	CAPITAL	TOTAL
City, town or county funds (list type below)			
a. Town Local Funds	$253,219.00	$6,516.00	$259,735.00
b. RTA Reimbursement	$430,381.00	$8,336.00	$438,717.00
c.	$0	$0	$0
d.	$0	$0	$0
e.	$0	$0	$0
Title III (Older Americans Act)	$0	$0	$0
TANF (Temporary Assistance to Needy Families)	$0	$0	$0
Medicaid	$0	$0	$0
Charter Service	$0	$0	$0
Other Contracts (list type below)			
a.	$0	$0	$0
b.	$0	$0	$0
c.	$0	$0	$0
d.	$0	$0	$0
e.	$0	$0	$0
TOTAL DEDICATED FUNDING SOURCES OR CONTRACTS	$683,600.00	$14,852.00	$698,452.00

GRANT FUNDING SOURCES	OPERATING	CAPITAL	TOTAL
FTA Section 5307	$0	$0	$0
FTA Section 5310	$0	$0	$0
FTA Section 5311	$0	$0	$0
FTA Section 5316	$0	$0	$0
FTA Section 5317	$0	$0	$0
Foundation Grants (list type below)			
a.	$0	$0	$0
b.	$0	$0	$0
c.	$0	$0	$0
d.	$0	$0	$0
e.	$0	$0	$0
Other Grants (list type below)			
a.	$0	$0	$0
b.	$0	$0	$0
c.	$0	$0	$0
d.	$0	$0	$0

e.	$0	$0	$0
TOTAL GRANT FUNDING SOURCES	$0	$0	$0

OTHER REVENUE SOURCES	OPERATING	CAPITAL	TOTAL
Passenger Fares	$49,977.00	$0	$49,977.00
Advertising	$0	$0	$0
Private Donations	$976.00	$19.00	$995.00
In-Kind Support (list type below)			
a.	$0	$0	$0
b.	$0	$0	$0
c.	$0	$0	$0
d.	$0	$0	$0
e.	$0	$0	$0
TOTAL OTHER REVENUE SOURCES	$50,953.00	$19.00	$50,972.00
TOTAL REVENUE SOURCES	$735,845.00	$0	$735,845.00

City, Town, County Funding. Describe in detail the type(s) of city, town, or county funds the agency/ transportation program receives.

The Sun Shuttle Dial-a-ride recieved a portion of its funding from the general funds, however the majority of the funding is derived from the 2006 voter approve regional transportation sales tax. Through and intergovermental agreement the Town of Oro Valley operates the Sun Shuttle DAR on a cost per hour reimbursement.

Other Funding (grants and/or contracts). Information provided above will prepopulate below. Further explain how often this type of funding is received and how it is applied for.

TYPE	HOW OFTEN RECEIVED (i.e. montly, yearly, etc.)	HOW YOU APPLY FOR IT (i.e.: grant application, allocated general funds, etc.)
	na	na
	na	na
	na	na
	na	na
	na	na
	na	na
	na	na
	na	na
	na	na
	na	na

In-Kind Funding. How and by whom does the agency/transportation program receive in-kind funding?

(In-kind funding cannot come from your own agency.)

Expenditures

EXPENSES	OPERATING	CAPITAL	TOTAL
Salaries and Wages	$380,612.00	$0	$380,612.00
Benefits	$115,616.00	$0	$115,616.00
Insurance	$5,354.00	$0	$5,354.00
Fuel	$95,544.00	$0	$95,544.00
Utilities	$0	$0	$0
Materials and Supplies (e.g., oil, tires, etc.)	$23,483.00	$0	$23,483.00
Vehicle Maintenance and Repair Services	$62,236.00	$0	$62,236.00
Contract (purchased) Transit Services	$0	$0	$0
Leases and Rentals	$0	$0	$0
License Fees and Taxes	$0	$0	$0
Administrative Costs	$53,000.00	$0	$53,000.00
Vehicle Depreciation	$0	$0	$0
Miscellaneous (explain type below)	$0	$0	$0
TOTAL EXPENSES	$735,845.00	$0	$735,845.00

Explain the miscellaneous expenditures the agency/transportation program has that are not itemized in the categories above.

CIVIL RIGHTS

All recipients of FTA assistance are responsible for compliance with all Civil Rights requirements, including 49 US 5332 (non discrimination), Title VI of the Civil Rights act of 1964, Equal Employment Opportunity (EEO), Section 504 of the Rehabilitation Act of 1973, ADA, Disadvantage Business Enterprise (DBE) program requirements, and Limited English Proficient (LEP). Recipients also agree to include these assurances and policies in each subcontract financed in whole or in part with Federal funds provided by FTA.

Civil Rights Complaints

1. No **Has there been any civil rights related complaints, lawsuits, allegations, or legal actions filed against your agency in the last two years?**

1.a. If yes, briefly explain the nature of the complaint(s), as well as how and when they were rectified.

1.b. Attach a copy of your Title VI Nondiscrimination complaint process.
https://egrants.azdot.gov/_Upload/4305-TitleVIPolicy_2012UPDATE_DRAFT.pdf

1.c. Attach a copy of your Title VI complaint form.
https://egrants.azdot.gov/_Upload/4305-DiscrimintationComplaintForm.pdf

Title VI: Non Discrimination

2. Yes **Does your agency have a Title VI policy?**

2.a. Attach a copy of your Title VI policy.
https://egrants.azdot.gov/_Upload/4305-TitleVIPolicy_2012UPDATE_DRAFT.pdf

3. Yes **Does your agency clearly display a non-discrimination (Title VI) public notice / poster advising the public of their rights under Title VI and the process for filing a complaint?**

3.a. Attach a copy of your public notice / poster
https://egrants.azdot.gov/_Upload/4305-OroValley-CatalinaSunShuttleSchedule_Feb13.pdf

3.b. Identify the name, phone number, and email address of the Title VI coordinator?
Town of Oro Valley Aimee Ramsey
Transit Service Division
11000 N La Cañada Dr 12941 or Pusch Mountain View Ln (520) 229-4980
Oro Valley, AZ 85737 Oro Valley, AZ 85755

Equal Employment Opportunity (EEO)

4. Yes **Does your agency have an Equal Opportunity Employment (EEO) policy?**

4.a. Attach a copy of your EEO policy.
https://egrants.azdot.gov/_Upload/4305-NONDISCRIMINTAION.pdf

4.b. Attach a copy of your EEO public notice document.
https://egrants.azdot.gov/_Upload/4305-OroValley-CatalinaSunShuttleSchedule_Feb13.pdf

4.c. Identify the name, phone number, and email address of the EEO coordinator?

Name
Ron Corbin
Phone
(520) 229-4700
Email Address
rcorbin@orovalleyaz.gov

4d. Yes **Does your agency include an EEO statement in all job announcements?**

4e. Yes **Does your agency post EEO information in places where employees congregate?**

Limited English Proficiency (LEP)

5. Yes Does your agency have a policy, in compliance with Federal Executive Order 13166, to ensure persons with Limited English Proficiency (LEP) needs can access your services?

5.a. Attach a copy of your LEP policy.
https://egrants.azdot.gov/_Upload/4305-TitleVIPolicy_2012UPDATE_DRAFT.pdf

5.b. Attach a copy of your LEP public notice document, if it is different than your Title VI notification.
https://egrants.azdot.gov/_Upload/4305-OroValley-CatalinaSunShuttleSchedule_Feb13.pdf

6. No **Does your organization have a Limited English Proficiency (LEP) plan?**

6.a. If yes, please Attach a copy of your LEP Plan.

Disadvantaged Business Enterprise (DBE)

7. No **Does your agency have a Disadvantaged Business Enterprise (DBE) policy?**

8. No **Does your agency contract out any service using ADOT Section 5310, 5311, 5316 and/or 5317 operating or mobility management funds or have other outside service contracts using federal funds, other than vehicle purchases?**

If No, skip to ADA Section below.

8a. **If yes, does your agency report these contracted services and vendors through the AZ LPA Contract Management System at http://arizonalpa.dbesystem.com at the time of submitting the reimbursement request to ADOT?**

9. **Does your agency have an approved FTA Disadvantaged Business Enterprise (DBE) program plan?**

9a. **If yes, Attach a copy of your DBE program plan.**

10. **Has your agency adopted, or has policy language stating your agency plans to adopt, ADOT's DBE program plan?**

10a. **If no, please provide the date your agency will be adopting ADOT's DBE program plan.**

11. **Please describe the methods your agency uses to include or recruit certified DBE's for contracting opportunities (services and vendors).**

Americans with Disabilities Act (ADA)

12. No **Does your agency have an Americans with Disabilities Act (ADA) policy?**

12.a. Attach a copy of your ADA policy.

13. Yes **FTA requires that if your agency has any non-ADA accessible vehicles in your fleet, your agency must be able to provide "equivalent service" through some other means, such as sufficient other accessible vehicles or a written agreement with another provider in your service area to provide a lift-equipped vehicle when needed. Does your agency have at least one fully operable wheelchair accessible vehicle meeting ADA standards, with available qualified driver(s), for each of your primary service areas?**

13.a. If no, please explain if and how your agency maintains equivalent service for persons with disabilities if service is requested and an accessible vehicle is needed to provide service?

13b. Yes **Does your agency have a "back up" plan to provide equivalent service should the only accessible vehicle(s) or available driver(s) be rendered out-of-service for more than a few days.**

14. Yes **Is information on your service provided in accessible formats if requested?**

14.a. If yes, explain how both a hearing impaired person and a visually impaired person would request a ride on your service?

They can email or text the information.

15. No **Has your agency ever turned down a request for transportation from a person with a disability?**

15.a. If yes, explain the circumstances surrounding the incident(s) and why the request(s) was denied?

16. No **Is your turndown rate higher for people than for non-disabled?**

17. Yes **Are inspections of ADA equipment including lifts, ramps, securement devices, signage, and communication systems, part of your agency's pre-trip and post-trip inspection checklists?**

17.a. If yes, when equipment failures or deficiencies are found during these inspections, what is your agency's policies and procedures to immediately address the problem?

Schedule the vehicle in for maintenance as soon as possbile. All our vehilcles are accessible so we have more than enough to cover a lift deficiency.

17.b. If no, explain how these items of equipment are being checked on a regular basis to ensure safe and reliable use?

18. Does your agency have in place written policies, procedures, and information regarding the following requirements of the ADA?

18a. Yes **Lift vehicle availability?**

18b. Yes **Maintenance of accessible features on vehicle(s)?**

18c. Yes **Adequate time for vehicle boarding and disembarking?**

18d. Yes **Use of portable oxygen/respirator equipment**

18e. Yes **Service animals allowed?**

18f. Yes **Training (wheelchair securement, sensitivity to passengers, etc)?**

Drug/Alcohol Free Workplace & Safe Environment

19. Yes **Does your agency have a Drug / Alcohol Free Workplace & Safe Environment Policy?**

20. Attach a copy of your policy.

https://egrants.azdot.gov/_Upload/4305-DRUGFREEPOLICY.pdf

20A. **If no, please provide the date your agency will be approving a Drug / Alcohol Free Workplace & Safe Environment policy.**

TRAINING PROGRAM

Instructions:

- Please complete this page and click SAVE. Fields will populate with information and any errors will be noted at this point.
- After you saved this page, you may add additional pages by selecting the ADD button above.
- Required fields are marked with an *

The following are components of a required Americans with Disabilities Act (ADA) training program:

- Operate vehicles and equipment safely
- Appropriate attention to the differences among persons with disabilities
- Treat persons with disabilities in a respectful and courteous way
- Assist passengers properly

1. **INDICATE ALL TRAINING YOUR AGENCY PROVIDES:**

Yes **Do your drivers receive training that covers the above ADA areas?**
Yes **Defensive Driving training?**
Yes **PASS (Passenger Service and Safety - CTAA)**
No **START (Safety Training and Rural Transit – National RTAP)**
Yes **Customer Service**
Yes **Emergency Evacuation (covered by PASS)**
Yes **Biohazard Training**
Yes **First Aid**
Yes **CPR**
Yes **Safety**
Yes **Reasonable Suspicion (Drug & Alcohol Training for Supervisors)**
Yes **Dispatcher Training**
Yes **24 hour behind the wheel training for drivers with experienced driver**
Yes **Vehicle Pre/Post Trip Inspection Training**
Yes **Transit Operations Policies & Procedures**
Other
Describe:
Other
Describe:
Other
Describe:

Yes **2. Is your training program offered in house?**

If no, where and by whom does your agency staff receive training

Dan Johnson/Lead Driver, Bob Easton/Risk Manager

SAFETY

3. Please answer the following questions. The transportation program or agency....

TRAINING PROGRAM

Yes **Obtains a copy of a driving record before hiring a new driver?**

Yes **Makes a road test part of the driver applicant review process?**

Yes **Performs criminal history checks on new hires?**

Yes **Has a Federal Transit Administration approved Drug & Alcohol Testing Policy and Program?**

Yes **Formally investigates accidents and incidents, maintains an accident log, and prepares a report for the files?**

Yes **Has a file in which records of all accidents are kept?**

Yes **Has a specific safety/risk management manual?**

Yes **Developed a written transit safety and security policy?**

Yes **Takes ADOT funded vehicles in for annual inspection?**

Yes **Has a documented vehicle maintenance program?**

COORDINATION OF TRANSPORTATION SERVICES

Instructions:

- Please complete this page and click **SAVE.** Fields will populate with information and any errors will be noted at this point.
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- Required fields are marked with an *

Please answer the following questions:

1. Yes **Does agency staff attend either regional or sub-regional coordinating council meetings?**

2. Yes **Is the agency listed in the regional listing of transportation services, programs, and resources?**

3. Yes **Does the agency formally support (through a letter, MOU, or other means) regional efforts to coordinate human service transportation and public transit services?**

   If yes, describe what method of support has been adopted and what regional efforts the agency supports:

   Consolidation and coordination of ADA paratransit service providers was a major theme of the partnership between the Town of Oro Valley and the RTA during the last regional transportation planning process. The Paratransit Services Plan explored the feasibility of consolidating both the PCRT paratransit service area and the Coyote Run demand response services operating in the Town of Oro Valley. Recommendations from the Paratransit Plan helped guide the creation of the Sun Shuttle's Oro Valley Dial-a-Ride service. The Town of Oro Valley asked the RTA to consider regional options for its Coyote Run service. In February 2011, Town of Oro Valley's Coyote Run merged into the regional dial-a-ride system. The merging also provides greater operational efficiencies for the Town of Oro Valley, which helps the Town sustain its senior transit services. This coordination effort has produces saving for both the Town and the RTA.

4. Yes **Has the agency's Board adopted any policies regarding coordination?**

   If yes, describe what has been adopted:

   Both the RTA board and Town's Mayor and Council have developed and authorized an Intergovermental Agreement outlining the service expectation and standardization of policies.

5. **Describe agency procedures that support transportation coordination in the following areas. The agency:**

   Yes **a. Provides information on services, hours of service, fees, and eligibility to the regional mobility manager.**

   Yes **b. Participates in training provided by other agencies.**

Yes **c. Makes current training programs available to other agencies.**

Yes **d. Has provided information on vehicle maintenance and insurance to the regional mobility manager.**

Yes **e. Has at least one agreement in place with another agency to provide or obtain services if needed (e.g. for an accessible trip or if there is a breakdown or staff shortage).**

f. Other: (describe)

6. Yes **Is the agency participating in any coordination initiatives either with other agencies or with the coordinating council?**

If yes, please describe.
FILL THIS OUT

7. Yes **Does the project request(s) applied for in this application support and enhance regional coordination activities?**

If yes, please describe.
FILL THIS OUT

Instructions:

- Please complete this page and click **SAVE.** Fields will populate with information and any errors will be noted at this point.
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- Required fields are marked with an *.

Answer questions provided for **each** capital request. *Applicants can apply for numerous capital requests but must complete the set of project questions for EACH request.*

General Project Information

1. **Project Title (should be the same as Summary of Requests tab)**
   Bus Replacement 10

2. **Project Description (should be the same as Summary of Requests tab)**
   The Oro Valley transit services division is in need of enhancing it service to the area and is looking forward to replacing one is older transit vehicles that is past their useful life vin 1FDWE45F43HB14987. This vehicle has over 256,000 miles bus has been used to meet demand of the newly development partnership with the RTA in deliverly dial-a-ride Sun Shuttle service.

3. 1 **Priority of Requested Projects (will populate when page is saved)**

4. **Is the capital request tied to an operating project(s)?**
   No

   If yes, which operating project(s)? Use the same project title that's on the summary page.

5. **If the capital request is tied to operating project(s), can the operating project be funded without the capital project or vice versa?**
   Yes

Capital Request Information

1. **What is the capital request for? (mark one and/or describe other type of request)**
   - ✔ Replacement of Vehicle or Equipment in Existing Transportation Service
   - Expansion of Fleet or Inventory to Accommodate Increased Demand in Existing Transportation Service
   - Expansion of Fleet or Inventory to Accommodate Additional (New/Expanded) Transportation Service
   - Establish New Service by Purchase of New Vehicle or New Equipment

2.

What is the cost of the capital request?
a. Choose the VEHICLE TYPE requested.
$58,000 Maxivan With Lift 8 Passengers

Total Cost $58,000
FTA Share Amount $46,400
Local Share $11,600

OR

b. Enter the Total Cost of the EQUIPMENT requested.

Total Cost $0
FTA Share Amount $0
Local Share $0

If cost is entered manually by the applicant, how was the cost determined? Quotes to substantiate the cost request must be attached if obtained from vendor.

3. **What client base will be serviced by the capital request?**
Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

4. **In what city/county will the request be based?**
Oro Valley/Pima County

5. **What organization is responsible for operation of the capital request?**
Oro Valley

6. **What organization is responsible for obtaining insurance for the capital request?**
Oro Valley

7. **What organization will hold title (if a vehicle is requested)?**

Oro Valley/ADOT Lien

8. **What is the transportation program's spare ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
20%

9. **What is the transportation program's fleet accessibility ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
100%

Replacement Request
Answer the next four questions only if requesting to **replace** vehicles or capital equipment in *existing transportation service.*

1a. 4987 **Last 4 digits of VIN of vehicle to replace, if replacing a vehicle. (Make sure this VIN is listed in the vehicle inventory.)**

1b. **Age of equipment to replace, If replacing equipment.**

2. **Why is there a need to replace the vehicle or capital equipment?**
This vehicle is over 10 years old and has over 256K miles operated on the engine. This vehicle is significantly past its useful life.

3. **What is the impact on the transit agency if the vehicle or equipment is not replaced?**
Fleet maintenance cost will continue to rise jeopardizing the ability to continue to operate the service.

Expansion of Fleet or Service or New Service Request

1. **Expansion of service for additional/new service. Why is there a need for a new or expansion of service (which requires either vehicles or equipment) to be provided by your organization?**
OR
Expansion of fleet/inventory for existing service. Why is there is a need to expand the fleet or inventory to accomodate increased existing transportation service needs?

2. **What client base will the new, expanded, or increased service mainly target and serve?**

3. **Identify the major service area for the new, expanded, or increased service.**

4. **How does this new, expanded, or increased service enhance the transportation coordination service goals defined in your region?**

5. **If applicable, how does the expansion of service fit in with the rest of the existing transportation program?**

6. **If requesting a vehicle for expanded service or increased existing services, explain why the current fleet is inadequate to provide the service needed.**

7. **If requesting a vehicle, how was the vehicle type determined to be the right vehicle for the new, expanded, or increased level of service?**

8. **If requesting equipment, explain how the equipment ties into the existing technology requirements for the agency. Provide information that includes if the request is based on some type of technology mandate by a municipality (such as county wide technology upgrade, etc.)**

9. **What are the agency (and subsequent client service impacts) if the request is not funded?**

Vehicle Performance
Complete forall types of vehicle requests.

Estimate operating days, service hours, service miles and trips for the requested vehicle. Complete only the Week, Month or Annual Categories, do not complete all three:

OPERATING DAYS	WEEK:	5	MONTHLY	ANNUALLY
SERVICE HOURS	WEEK:	5	MONTHLY	ANNUALLY
SERVICE MILES	WEEK:	80	MONTHLY	ANNUALLY
ONE WAY PASSENGER TRIPS	WEEK:	45	MONTHLY	ANNUALLY

Instructions:

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- Required fields are marked with an *.

Answer questions provided for **each** capital request. *Applicants can apply for numerous capital requests but must complete the set of project questions for EACH request.*

General Project Information

1. **Project Title (should be the same as Summary of Requests tab)**
   Bus Replacement 11

2. **Project Description (should be the same as Summary of Requests tab)**
   The Oro Valley transit services division is in need of enhancing it service to the area and is looking forward to replacing one is older transit vehicles that is past their useful life vin 1FDWE45F43HB14992. This vehicle has over 256,000 miles bus has been used to meet demand of the newly development partnership with the RTA in deliverly dial-a-ride Sun Shuttle service.

3. 2 **Priority of Requested Projects (will populate when page is saved)**

4. **Is the capital request tied to an operating project(s)?**
   No

   If yes, which operating project(s)? Use the same project title that's on the summary page.

5. **If the capital request is tied to operating project(s), can the operating project be funded without the capital project or vice versa?**
   No

Capital Request Information

1. **What is the capital request for? (mark one and/or describe other type of request)**
   - ✔ Replacement of Vehicle or Equipment in Existing Transportation Service
   - Expansion of Fleet or Inventory to Accommodate Increased Demand in Existing Transportation Service
   - Expansion of Fleet or Inventory to Accommodate Additional (New/Expanded) Transportation Service
   - Establish New Service by Purchase of New Vehicle or New Equipment

2.

What is the cost of the capital request?
a. Choose the VEHICLE TYPE requested.
$58,000 Maxivan With Lift 8 Passengers

Total Cost $58,000
FTA Share Amount $46,400
Local Share $11,600

OR

b. Enter the Total Cost of the EQUIPMENT requested.

Total Cost $0
FTA Share Amount $0
Local Share $0

If cost is entered manually by the applicant, how was the cost determined? Quotes to substantiate the cost request must be attached if obtained from vendor.

3. **What client base will be serviced by the capital request?**
Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

4. **In what city/county will the request be based?**
Oro Valley/Pima County

5. **What organization is responsible for operation of the capital request?**
Oro Valley

6. **What organization is responsible for obtaining insurance for the capital request?**
Oro Valley

7. **What organization will hold title (if a vehicle is requested)?**

Oro Valley

8. **What is the transportation program's spare ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
20%

9. **What is the transportation program's fleet accessibility ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
100%

Replacement Request

Answer the next four questions only if requesting to **replace** vehicles or capital equipment in *existing transportation service.*

1a. 4992 **Last 4 digits of VIN of vehicle to replace, if replacing a vehicle. (Make sure this VIN is listed in the vehicle inventory.)**

1b. **Age of equipment to replace, If replacing equipment.**

2. **Why is there a need to replace the vehicle or capital equipment?**
This vehicle is over 10 years old and has over 256K miles operated on the engine. This vehicle is significantly past its useful life.

3. **What is the impact on the transit agency if the vehicle or equipment is not replaced?**
Fleet maintenance cost will continue to rise jeopardizing the ability to continue to operate the service.

Expansion of Fleet or Service or New Service Request

1. **Expansion of service for additional/new service. Why is there a need for a new or expansion of service (which requires either vehicles or equipment) to be provided by your organization?**
OR
Expansion of fleet/inventory for existing service. Why is there is a need to expand the fleet or inventory to accomodate increased existing transportation service needs?

2. **What client base will the new, expanded, or increased service mainly target and serve?**

3. **Identify the major service area for the new, expanded, or increased service.**

4. **How does this new, expanded, or increased service enhance the transportation coordination service goals defined in your region?**

5. **If applicable, how does the expansion of service fit in with the rest of the existing transportation program?**

6. **If requesting a vehicle for expanded service or increased existing services, explain why the current fleet is inadequate to provide the service needed.**

7. **If requesting a vehicle, how was the vehicle type determined to be the right vehicle for the new, expanded, or increased level of service?**

8. **If requesting equipment, explain how the equipment ties into the existing technology requirements for the agency. Provide information that includes if the request is based on some type of technology mandate by a municipality (such as county wide technology upgrade, etc.)**

9. **What are the agency (and subsequent client service impacts) if the request is not funded?**

Vehicle Performance
Complete forall types of vehicle requests.

Estimate operating days, service hours, service miles and trips for the requested vehicle. Complete only the Week, Month or Annual Categories, do not complete all three:

OPERATING DAYS	WEEK:	5	MONTHLY	ANNUALLY
SERVICE HOURS	WEEK:	5	MONTHLY	ANNUALLY
SERVICE MILES	WEEK:	80	MONTHLY	ANNUALLY
ONE WAY PASSENGER TRIPS	WEEK:	9	MONTHLY	ANNUALLY

Instructions:

- Please complete this page and click **SAVE.** Fields will populate with information and any errors will be noted at this point.
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- Required fields are marked with an *.

Answer questions provided for **each** capital request. *Applicants can apply for numerous capital requests but must complete the set of project questions for EACH request.*

General Project Information

1. **Project Title (should be the same as Summary of Requests tab)**
   Enhancement 20

2. **Project Description (should be the same as Summary of Requests tab)**
   The Oro Valley transit service becam the Sun Shuttle Dial a Ride in 2012. Since that time miles, hours and passneger trips have increase 123%. In an attempt to conitnue to elevate senior service and accomadate the request for "more comfortable" vehicles as well as more fuel effiecent vehicle, we are need to incorporate new mini vans into the system. These expansion will be use primarily within the blue zone service area for smaller single passenger serviceto meet growing demand.

3. 3 **Priority of Requested Projects (will populate when page is saved)**

4. **Is the capital request tied to an operating project(s)?**
   No

   If yes, which operating project(s)? Use the same project title that's on the summary page.

5. **If the capital request is tied to operating project(s), can the operating project be funded without the capital project or vice versa?**
   No

Capital Request Information

1. **What is the capital request for? (mark one and/or describe other type of request)**

   Replacement of Vehicle or Equipment in Existing Transportation Service
   ✔ Expansion of Fleet or Inventory to Accommodate Increased Demand in Existing Transportation Service
   Expansion of Fleet or Inventory to Accommodate Additional (New/Expanded) Transportation Service

Establish New Service by Purchase of New Vehicle or New Equipment

2.

What is the cost of the capital request?

a. Choose the VEHICLE TYPE requested.

$50,000 Mnivan With Ramp 3-5 Passengers

Total Cost $50,000
FTA Share Amount $40,000
Local Share $10,000

OR

b. Enter the Total Cost of the EQUIPMENT requested.

Total Cost $0
FTA Share Amount $0
Local Share $0

If cost is entered manually by the applicant, how was the cost determined? Quotes to substantiate the cost request must be attached if obtained from vendor.

3. **What client base will be serviced by the capital request?**

Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

4. **In what city/county will the request be based?**

Oro Valley/Pima County

5. **What organization is responsible for operation of the capital request?**

Oro Valley

6. **What organization is responsible for obtaining insurance for the capital request?**

Oro Valley

7. **What organization will hold title (if a vehicle is requested)?**
Oro Valley

8. **What is the transportation program's spare ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
13

9. **What is the transportation program's fleet accessibility ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
100

Replacement Request

Answer the next four questions only if requesting to **replace** vehicles or capital equipment in *existing transportation service.*

1a. **Last 4 digits of VIN of vehicle to replace, if replacing a vehicle. (Make sure this VIN is listed in the vehicle inventory.)**

1b. **Age of equipment to replace, If replacing equipment.**

2. **Why is there a need to replace the vehicle or capital equipment?**

3. **What is the impact on the transit agency if the vehicle or equipment is not replaced?**

Expansion of Fleet or Service or New Service Request

1. **Expansion of service for additional/new service. Why is there a need for a new or expansion of service (which requires either vehicles or equipment) to be provided by your organization?**
OR
Expansion of fleet/inventory for existing service. Why is there is a need to expand the fleet or inventory to accomodate increased existing transportation service needs?
The Sun Shuttle Dial a Ride is a relatively new service which has expanded in both boundaries and services through integrattion of three previously operated separate service. Operating as far north as the Town's limits to the southern boundaries of the City of Tucson we cover a very large area . The Oro Valley Dial-a-Ride serves the general public, ADA qualified passengers, and seniors 65 and older and ridership continues to increase by 300 new clients a year.

2. **What client base will the new, expanded, or increased service mainly target and serve?**

Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips. We are experiencing a growth rate of 300 new clients per year.

3. **Identify the major service area for the new, expanded, or increased service.**

This year area has been expanded to northern Marana. We cover all of Tucson and even penetrate the reservation serving Casino Del Sol. These area expansions equate to an average passenger trip length of 11.25 miles.

4. **How does this new, expanded, or increased service enhance the transportation coordination service goals defined in your region?**

This e

5. **If applicable, how does the expansion of service fit in with the rest of the existing transportation program?**

6. **If requesting a vehicle for expanded service or increased existing services, explain why the current fleet is inadequate to provide the service needed.**

7. **If requesting a vehicle, how was the vehicle type determined to be the right vehicle for the new, expanded, or increased level of service?**

8. **If requesting equipment, explain how the equipment ties into the existing technology requirements for the agency. Provide information that includes if the request is based on some type of technology mandate by a municipality (such as county wide technology upgrade, etc.)**

9. **What are the agency (and subsequent client service impacts) if the request is not funded?**

Vehicle Performance

Complete forall types of vehicle requests.

Estimate operating days, service hours, service miles and trips for the requested vehicle. Complete only the Week, Month or Annual Categories, do not complete all three:

OPERATING DAYS	WEEK:	MONTHLY	ANNUALLY	255
SERVICE HOURS	WEEK:	MONTHLY	ANNUALLY	1000
SERVICE MILES	WEEK:	MONTHLY	ANNUALLY	15000
ONE WAY PASSENGER TRIPS	WEEK:	MONTHLY	ANNUALLY	890

Instructions:

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- Required fields are marked with an *.

Answer questions provided for **each** capital request. *Applicants can apply for numerous capital requests but must complete the set of project questions for EACH request.*

General Project Information

1. **Project Title (should be the same as Summary of Requests tab)**
   Enhancement 21

2. **Project Description (should be the same as Summary of Requests tab)**
   The Oro Valley transit service becam the Sun Shuttle Dial a Ride in 2012. Since that time miles, hours and passneger trips have increase 123%. In an attempt to conitnue to elevate senior service and accomadate the request for "more comfortable" vehicles as well as more fuel effiecent vehicle, we are need to incorporate new mini vans into the system. These expansion will be use primarily within the blue zone service area for smaller single passenger serviceto meet growing demand.

3. 4 **Priority of Requested Projects (will populate when page is saved)**

4. **Is the capital request tied to an operating project(s)?**
   No

   If yes, which operating project(s)? Use the same project title that's on the summary page.

5. **If the capital request is tied to operating project(s), can the operating project be funded without the capital project or vice versa?**
   No

Capital Request Information

1. **What is the capital request for? (mark one and/or describe other type of request)**

   Replacement of Vehicle or Equipment in Existing Transportation Service
   ✔ Expansion of Fleet or Inventory to Accommodate Increased Demand in Existing Transportation Service
   Expansion of Fleet or Inventory to Accommodate Additional (New/Expanded) Transportation Service

Establish New Service by Purchase of New Vehicle or New Equipment

2.

What is the cost of the capital request?

a. Choose the VEHICLE TYPE requested.

$50,000 Mnivan With Ramp 3-5 Passengers

Total Cost $50,000
FTA Share Amount $40,000
Local Share $10,000

OR

b. Enter the Total Cost of the EQUIPMENT requested.

Total Cost $0
FTA Share Amount $0
Local Share $0

If cost is entered manually by the applicant, how was the cost determined? Quotes to substantiate the cost request must be attached if obtained from vendor.

3. **What client base will be serviced by the capital request?**

Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

4. **In what city/county will the request be based?**

Oro Valley/Pima County

5. **What organization is responsible for operation of the capital request?**

Oro Valley

6. **What organization is responsible for obtaining insurance for the capital request?**

Oro Valley

7. **What organization will hold title (if a vehicle is requested)?**
Oro Valley

8. **What is the transportation program's spare ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
13

9. **What is the transportation program's fleet accessibility ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
100

Replacement Request

Answer the next four questions only if requesting to **replace** vehicles or capital equipment in *existing transportation service.*

1a. **Last 4 digits of VIN of vehicle to replace, if replacing a vehicle. (Make sure this VIN is listed in the vehicle inventory.)**

1b. **Age of equipment to replace, If replacing equipment.**

2. **Why is there a need to replace the vehicle or capital equipment?**

3. **What is the impact on the transit agency if the vehicle or equipment is not replaced?**

Expansion of Fleet or Service or New Service Request

1. **Expansion of service for additional/new service. Why is there a need for a new or expansion of service (which requires either vehicles or equipment) to be provided by your organization?**
OR
Expansion of fleet/inventory for existing service. Why is there is a need to expand the fleet or inventory to accomodate increased existing transportation service needs?
We have some vehicles exceed 30k per years. The Sun Shuttle Dial a Ride is have expanded both boundaries and is services hours have expanded as we have integrated and coordinated three previously operated service. Operating as far north as the Town of Oro Valley Town limits to the southern boundaries of the City of Tucson we cover a very large area.

2. **What client base will the new, expanded, or increased service mainly target and serve?**
Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

3. **Identify the major service area for the new, expanded, or increased service.**
Operating as far north as the Town of Oro Valley Town limits to the southern boundaries of the City of Tucson we cover a very large area.

4. **How does this new, expanded, or increased service enhance the transportation coordination service goals defined in your region?**
The Sun Shuttle Dial a Ride is have expanded both boundaries and is services hours have expanded as we have integrated and coordinated three previously operated service.

5. **If applicable, how does the expansion of service fit in with the rest of the existing transportation program?**
These vehicles are to help coonitnue the success of the Sun Shuttle Dial-a-Ride. We are trying to reduce the spare ratio to an operation level of 20% ensuring service reliability/

6. **If requesting a vehicle for expanded service or increased existing services, explain why the current fleet is inadequate to provide the service needed.**
The current fleet is averaging over 30K miles per vehicle and we often have peak service of 15 vehicles leaving us a 13% spare ration. This is inafequate to ensure service reliability.

7. **If requesting a vehicle, how was the vehicle type determined to be the right vehicle for the new, expanded, or increased level of service?**
The expanded vehicles have been choosen to reflect the changing demograpohics in our passengers. These vehicle depict our desire to "right size" the service and operate smaller vehicles for more effeeiceny/

8. **If requesting equipment, explain how the equipment ties into the existing technology requirements for the agency. Provide information that includes if the request is based on some type of technology mandate by a municipality (such as county wide technology upgrade, etc.)**

NA

9. **What are the agency (and subsequent client service impacts) if the request is not funded?**
Service may need to be capped and ridership perserved and not expanded.

Vehicle Performance

Complete forall types of vehicle requests.

Estimate operating days, service hours, service miles and trips for the requested vehicle. Complete only the Week, Month or Annual Categories, do not complete all three:

OPERATING DAYS	WEEK:	MONTHLY	ANNUALLY	255
SERVICE HOURS	WEEK:	MONTHLY	ANNUALLY	1000
SERVICE MILES	WEEK:	MONTHLY	ANNUALLY	15000
ONE WAY PASSENGER TRIPS	WEEK:	MONTHLY	ANNUALLY	890

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- Required fields are marked with an *.

Answer questions provided for **each** capital request. *Applicants can apply for numerous capital requests but must complete the set of project questions for EACH request.*

General Project Information

1. **Project Title (should be the same as Summary of Requests tab)**
   Enhancement 20

2. **Project Description (should be the same as Summary of Requests tab)**
   The Oro Valley transit service becam the Sun Shuttle Dial a Ride in 2012. Since that time miles, hours and passneger trips have increase 123%. In an attempt to conitnue to elevate senior service and accomadate the request for "more comfortable" vehicles as well as more fuel effiecent vehicle, we are need to incorporate new mini vans into the system. These expansion will be use primarily within the blue zone service area for smaller single passenger serviceto meet growing demand.

3. 3 **Priority of Requested Projects (will populate when page is saved)**

4. **Is the capital request tied to an operating project(s)?**
   No

   If yes, which operating project(s)? Use the same project title that's on the summary page.

5. **If the capital request is tied to operating project(s), can the operating project be funded without the capital project or vice versa?**
   No

Capital Request Information

1. **What is the capital request for? (mark one and/or describe other type of request)**
   - Replacement of Vehicle or Equipment in Existing Transportation Service
   - ✔ Expansion of Fleet or Inventory to Accommodate Increased Demand in Existing Transportation Service
   - Expansion of Fleet or Inventory to Accommodate Additional (New/Expanded) Transportation Service

Establish New Service by Purchase of New Vehicle or New Equipment

2.

What is the cost of the capital request?

a. Choose the VEHICLE TYPE requested.

$24,000 Minivan No Ramp 5-7 Passengers

Total Cost $24,000
FTA Share Amount $19,200
Local Share $4,800

OR

b. Enter the Total Cost of the EQUIPMENT requested.

Total Cost $0
FTA Share Amount $0
Local Share $0

If cost is entered manually by the applicant, how was the cost determined? Quotes to substantiate the cost request must be attached if obtained from vendor.

3. **What client base will be serviced by the capital request?**

Our clientele is made up of general riders, seniors and disabled passenger. For the month of March 2013 - 85% of our passengers were disabled, 10% were seniors (65 years of age or older) and 5% were general public out of 3,028 passenger trips.

4. **In what city/county will the request be based?**

Oro Valley/Pima County

5. **What organization is responsible for operation of the capital request?**

Oro Valley

6. **What organization is responsible for obtaining insurance for the capital request?**

Oro Valley

7. **What organization will hold title (if a vehicle is requested)?**
Oro Valley

8. **What is the transportation program's spare ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
13

9. **What is the transportation program's fleet accessibility ratio (if a vehicle is requested)? (See guidebook instructions for how to calculate.)**
100

Replacement Request

Answer the next four questions only if requesting to **replace** vehicles or capital equipment in *existing transportation service.*

1a. **Last 4 digits of VIN of vehicle to replace, if replacing a vehicle. (Make sure this VIN is listed in the vehicle inventory.)**

1b. **Age of equipment to replace, If replacing equipment.**

2. **Why is there a need to replace the vehicle or capital equipment?**

3. **What is the impact on the transit agency if the vehicle or equipment is not replaced?**

Expansion of Fleet or Service or New Service Request

1. **Expansion of service for additional/new service. Why is there a need for a new or expansion of service (which requires either vehicles or equipment) to be provided by your organization?**
OR
Expansion of fleet/inventory for existing service. Why is there is a need to expand the fleet or inventory to accomodate increased existing transportation service needs?

2. **What client base will the new, expanded, or increased service mainly target and serve?**

3. **Identify the major service area for the new, expanded, or increased service.**

4. **How does this new, expanded, or increased service enhance the transportation coordination service goals defined in your region?**

5. **If applicable, how does the expansion of service fit in with the rest of the existing transportation program?**

6. **If requesting a vehicle for expanded service or increased existing services, explain why the current fleet is inadequate to provide the service needed.**

7. **If requesting a vehicle, how was the vehicle type determined to be the right vehicle for the new, expanded, or increased level of service?**

8. **If requesting equipment, explain how the equipment ties into the existing technology requirements for the agency. Provide information that includes if the request is based on some type of technology mandate by a municipality (such as county wide technology upgrade, etc.)**

9. **What are the agency (and subsequent client service impacts) if the request is not funded?**

Vehicle Performance
Complete forall types of vehicle requests.

Estimate operating days, service hours, service miles and trips for the requested vehicle. Complete only the Week, Month or Annual Categories, do not complete all three:

OPERATING DAYS	WEEK:	MONTHLY	ANNUALLY
SERVICE HOURS	WEEK:	MONTHLY	ANNUALLY
SERVICE MILES	WEEK:	MONTHLY	ANNUALLY
ONE WAY PASSENGER TRIPS	WEEK:	MONTHLY	ANNUALLY

REQUIRED CERTIFICATION AND DOCUMENTS

The following information and required documents for upload complete the agency's application for Section 5310 financial assistance. This information is required to determine whether the application meets the threshold criteria for completeness and eligibility. Answer all the questions and upload the required documentation.

Agency Eligibility

To be eligible to obtain funding under the FTA Section 5310 program, agencies must be certify to be one of the following:

a) A Private Non-Profit Organization providing service when publicly operated mass transportation services are unavailable, insufficient, or inappropriate; or

b) A Governmental Authority that can certify to ADOT that no non-profit organization is readily available in the service area to provided the needed service; or

c) A Governmental Authority that is providing oversight and administration (not necessarily transportation service) for a project that is conducted in the interest, or strongly supportive, of local, regional, and/or State coordination objectives, such as a Council of Governments conducting regional mobility management activities. The lead role of the governmental authority to oversee a project for this purpose must be approved by the State and at the regional level through coordination plannning activities.

Mark one of the certification boxes below and attach in the required documents section the proper documentation to verify this certification.

Yes **Our agency is a Private Non Profit Organization providing transportation service to elderly persons and/or persons with disabilities because the publicly operated mass transportation service in our service area is unavailable, insufficient, or inappropriate to meet the needs of these populations.**

✔ Yes **Our agency is a Governmental Authority (which can include City, County, Town and Tribal Governments including other related public bodies and Tribal community agencies) providing transportation service to elderly persons and/or persons with disabilities because no private non-profit organizations is readily available in our service area to provided the needed service. We understand that the definition of "readily available" in our service area means no non-profit organization is capable or willing to provide the service provided by our organization.**

Yes **Our agency is a Governmental Authority providing oversight and administration (not necessarily transportation service) for a project that is conducted in the interest, or strongly supportive, of local, regional, and/or State coordination objectives, such as a Council of Governments conducting regional mobility management activities. The lead role of the governmental authority to oversee a project for this purpose has been approved by the State and at the regional level through coordination**

plannning activities.

Coordination Plan

To be eligible to obtain funding under the FTA Section 5310 program, agencies must be certify to be a part of the regional transportation coordination process and the projects applied for in this application are "included in" the local coordinated human service-public transportation plan.

✔ Yes **Our agency is a part of the regional coordination plan process and the projects applied for under this application are "included in" the local coordinated human service-public transportation plan.**

To verify this certification, please provide a reference point for ADOT to use for verification. Either list the name and page number of the coordination plan document your agency and subsequent applied for projects are included in OR the contact information (name, title, phone number, and email) of the regional coordination contact individual who manages the coordination plan process and can verify your agency's current involvement in the plan process and intent to include the projects applied for in the plan.

Public Transit Human Service Coordinated Plan - Pima Association of Government

Financial Management

To be eligible to obtain funding under the FTA Section 5310 program, agencies must be certify that their accounting systems can manage grant funds in accordance with federal and state requirements.

✔ Yes Our agency maintains an accounting system that is:
- Consistent with generally accepted accounting principles (GAAP);
- Can segregate funds;
- Uses an accrual method of accounting; and
- Can translate fiscal data into the Uniform System of Accounts (USOA) system (specified by FTA)?

What is your agency's financial program/software (i.e., Quickbooks, Peachtree, etc.)?

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UPLOADED	REQUIRED DOCUMENTS	
✔	**AGENCY ELIGIBILITY CERTIFICATION DOCUMENTATION:** Attach**either Private Non-Profit Organization Status Documents** (Certified Copy of the Articles of Incorporation or IRS 501(c)(3) Federal income tax exemption letter) **or Governmental Authority Certification Documents** (i.e.: contact letters, support letters, outreach materials,	https://egrants.azdot.gov/_Upload/4317-Coordinated Plan-2012.pdf

	coordination plan meeting minutes, etc.) to verify the agency is the only entity in the service area willing to provide the specific service requested and that there are no non-profit organizations readily available in the area to provide the needed service **OR** is the lead agency designated by the State and regional coordination planning efforts to oversee mobility management / coordination activities for a region.	
✔	**PUBLIC INVOLVEMENT REQUIREMENTS FOR CAPITAL PROJECTS #1: Public Notice** (See instructions and example in Guidebook)	https://egrants.azdot.gov/_Upload/4317-PublicNotice2013.pdf
✔	**PUBLIC INVOLVEMENT REQUIREMENTS FOR CAPITAL PROJECTS #2: Notice to Public and Private Transportation Providers** (See instructions and example in Guidebook)	https://egrants.azdot.gov/_Upload/4317-CHANGETHIS.pdf
✔	**Authorization to Apply** (Board Minutes, Letter, and/or Resolution for Governmental Authorities)	https://egrants.azdot.gov/_Upload/4317-Resolution5310NewApplication.pdf
✔	**Program Information; Service Area Map:** Only if not already attached in the program information section.	https://egrants.azdot.gov/_Upload/4317-ADOT_Veh_Inventory_Availability_Final_2013.xlsx
	Capital Requests; Quotes to Support Cost of Non-Vehicle Equipment Request: Only if not already attached in the capital request section. **New Operating Requests Only; Formal Service Plan:** Only if available and not already attached in the operating request section. **Regional Mobility Management Program Information As Applicable:** Only if available and not already attached in the regional mobility management section. **Mobility Management Capital Assessment As Applicable:** Only if requesting capital and not already attached in the mobility management request section. **In Kind Match Valuation Proposal for all Operating and Mobility Management Requests:** Only if applying for operating and mobility management funds AND the agency is proposing to use in kind as part of the local match requirements AND not already attached in the operating and/or mobility management request budget sections.	

Agreement Number	**JPA**
AG Contract Number	**Previous: P0012011001036**
Advantage Project Number	**Refer to Exhibit A**
Advantage Vendor Number	
DUNS Number	098039373
Eligibility Date	**Refer to Exhibit A**
Project Name	**FY Enhanced Mobility of Seniors and Individuals with Disabilities Program 49 U.S.C. 5310)**

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
Town of Oro Valley, a

THIS GRANT AGREEMENT, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334, is entered into May 15, 2013 between the ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION (ADOT) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, and Town of Oro Valley, herein referred to as the RECIPIENT. The STATE and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, RECIPIENT, and "Party".

I. RECITALS

1) STATE is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.

2) RECIPIENT has obtained appropriate action by ordinance or resolution or otherwise pursuant to the laws or other rules and regulations applicable to it and its governing bodies and is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.

3) 49 U.S.C. 5310 authorizes the formula assistance program for the special needs of elderly individuals and individuals with disabilities, subject to annual appropriations. 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities. 49 U.S.C. 5310(a)(2) provides that a STATE may allocate the funds apportioned to it to: a private non-profit organization, if public transportation service provided by STATE and local governmental authorities (defined as counties, cities, towns, public agencies, and tribal governments) under Section 5310(a)(1) is unavailable, insufficient, or inappropriate; or a governmental authority that is approved by the STATE to coordinate services for elderly individuals and individuals with disabilities; or certifies that there are not any non-profit organizations readily available in the area

to provide the special services.
Under MAP-21, the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310) provides formula funding to States and Designated Recipients of large UZAs (Urban Zoned Area) with populations of 200,000 or more to improve mobility for seniors and individuals with disabilities. This program provides funds to: 1) serve the special needs of transit-dependent populations beyond traditional public transportation service, where public transportation is insufficient, inappropriate, or unavailable; 2) projects that exceed the requirements of the Americans with Disabilities Act (ADA) act; 3) project that improve access to fixed route service and decrease reliance on complementary paratransit; and 4) projects that are alternatives to public transportation. Eligible sub-recipients include: private nonprofit agencies, public bodies approved by the state to coordinate services for elderly persons and persons with disabilities, or public bodies which certify to the Governor that no nonprofit corporations or associations are readily available in an area to provide the service.

4) The Governor of the STATE of Arizona, in accordance with a request by the Federal Transit Administration, hereinafter referred to as FTA, has designated the Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate grant applications. The current State Management Plan, Program Guidebook, and Application, incorporated herein by reference, prescribes the STATE's Administrative Policies and Requirements for the Program.

5) The STATE and the RECIPIENT desire to secure Project Equipment and/or Services through the expenditure of FTA grant funds and to use said equipment and/or services for eligible Program participants of the STATE of Arizona.

6) The STATE and the RECIPIENT desire to secure funding for a Mobility Manager position using the expenditure of FTA grant funds to serve the transportation needs of the elderly individuals and individuals with disabilities in the State of Arizona. The Mobility Manager position will consist of short-range planning and management activities / projects to improve transportation services within the RECIPIENT's service area which will be carried out according to this Agreement and under the applicable section(s) of 49 USC Chapter 53.

7) The STATE and the RECIPIENT desire to secure funding for Capital, Operating, and/or Mobility Management expenses using the expenditure of FTA grant funds to be used within the RECIPIENTS service area. The PROJECT shall be carried out according to this Agreement under the applicable sections of 49 U.S.C. Chapter 53.

8) RECIPIENT qualified local match and fees for Project Equipment procured by the STATE is due upon demand and prior to delivery. Match for Project Equipment procured by RECIPIENT shall be indicated in and deducted from request for reimbursement. All other match is due over the life of the award. Match is detailed in Exhibit A.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1) RECIPIENT shall provide specific transportation services, herein called the PROJECT, to eligible Program participants, in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as allowable in 49 U.S.C. 5310 et seq.

2) The PROJECT equipment and/or services are described and detailed in Exhibit A. Award of equipment is limited to the quantity and description of the items identified in Exhibit A. For those items with estimated amounts pending procurement, the estimated pricing shall be considered not-to-exceed pricing specific to the quantity and description of identified items. Any needed or desired variation from quantity, description, or pricing must be requested in writing and approved by the Program Manager prior to procurement.

3) PROJECT-appropriate expenses supported by receipts and other suitable and appropriate documentation and incurred within the Period of Performance are eligible for reimbursement upon execution of this Agreement. The Period of Performance is specified on Exhibit A. Expenses incurred prior to this date are ineligible for reimbursement. Approved Project Expenses must be incurred within 12 months from the eligible date. Final invoice must be received within 45 days of the end of the expenditure period. No expenditures beyond that period are eligible for reimbursement under this Agreement.

4) The recipient shall provide a quarterly progress and milestones report to ADOT. ADOT will provide the reporting form and the due dates prescribing when each report shall be submitted. Information regarding measurements over the existing service conditions to be reported will include but are not be limited to rides provided/shared, miles increased/replaced, cost savings and other related improvements. The first report is to be submitted ninety (90) days from the date of this Agreement.

III. RESPONSIBILITIES

1) **ADOT will:**

   a. Review PROJECTS for compliance with statutory and program guidance.

   b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

   c. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.

   d. Communicate with RECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency.

2) **RECIPIENT will:**

   a. Administer the grant from award to closeout.

b. Develop and have in place prior to use of award internal policies and systems that ensure effective management of awards and compliance with grant requirements.

c. Establish strong internal controls for accounting and compliance with grant terms and conditions and ensure that RECIPIENT has a financial management system and any other system that is appropriate to implement the Project.

d. Establish a budget of the costs required to perform the program/project and a method for monitoring actual costs against the budget.

e. Submit payment of Grant required MATCH upon demand by the STATE and/or as indicated in the Recitals and Exhibit A. Administrative fees and local match must be remitted from funds as qualified under the applicable 49 USC regulations. Effective October 1, 2012, Grant awards require a match of 20% except that Operating requires a match of 50%. Funds provided under other Federal programs (other than those of the Department of Transportation, with the exception of the Federal Lands Transportation Program and Tribal Transportation Program established by sections 202 and 44 203 of title 23 U.S.C.) may be used for local match for funds provided under section 5310, and revenue from service contracts may be used as local match. The RECIPIENT will ensure that matching funds qualify under the 49 USC 5310 as appropriate to the awarded PROJECT(s) indicated in Exhibit A.

f. Comply with all terms of the Grant Program in accordance with the RECIPIENT'S application(s) and the current Program Guidebook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as referenced.

g. Notify the Program Manager and the Director of Transit Services via e-mail within 48 hours of any vehicular accident. The Program Manager Contact Information is located under the Agreement Section titled: Communication and Contact Information.

h. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.

i. Provide all required reports as prescribed by the current Program Guidebook or as requested by ADOT in a timely manner and as required by the STATE.

j. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.

k. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

l. Comply with Performance Measure requirements when and as established by FTA for MAP-21 compliance or as designated by the STATE for its compliance.

m. Comply with Cross-Cutting requirements for transit asset management plans and reporting of asset inventory and condition information when and as established by FTA for MAP-21 compliance or as designated by the STATE for its compliance.

n. Demonstrate that funds are expended for eligible and allocable activities; track receipts, disbursements, assets, liabilities, and balances; and track and report program income.

o. Report to the STATE quarterly that no expenditures occurred or, on the invoice form provided by ADOT, invoice the STATE quarterly for categorized reimbursable Project costs awarded as demonstrated in Exhibit A, as authorized and allowable under the federal grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation. **Each invoice must include the Agreement Number, the Advantage Project number, and the Grant Program Name with expenditures billed separately according to the Tracking Number(s) from Exhibit A.**

To be eligible for reimbursement, costs must meet the following general criteria:

- Be a direct cost. Indirect costs are ineligible for this grant program.
- Be necessary and reasonable for proper and efficient performance and administration of the project;
- Be an eligible expense;
- Be treated consistently. A cost may not be assigned to the grant as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a grant as an indirect cost;
- Be determined in accordance with generally accepted accounting principles;
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period;
- Be the net of all applicable credits; and
- Be adequately documented to include a system generated financial summary, or Excel spreadsheet accompanied by appropriate backup documentation (i.e. invoices, payroll, etc.), disclosing an expense amount that matches the invoice amount.

In accordance with 49 CFR 18.20 (2) – "Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and incomes."

In accordance with 49 CFR 18.20 (6) – "Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts and subgrant award documentation, etc."

Adequate supporting documentation should include a system generated financial summary disclosing an expense amount that matches the invoice amount. If a system

generated report is unavailable, an excel spreadsheet maybe utilized to summarize the expenses and should be accompanied by appropriate invoices including evidence of payment, payroll documentation, etc.

IV. MISCELLANEOUS PROVISIONS

1) **Term Incorporation:** This **Agreement** is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. Any Agreement between RECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction and completion.

   For operating or other capital cost Projects awarded, the life of this Agreement will be the earlier of spend-down of the awarded funds or 365 days (1 year) from the date authorized under the Scope of this Agreement unless extended by amendment or as otherwise provided herein plus an additional forty-five (45) days for submission of the final invoice for costs through the last authorized expenditure date of the Agreement.

   For vehicle Projects, the life of this Agreement shall continue until the lien has been released.

   This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or RECIPIENT.

4) **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The RECIPIENT will provide, from eligible sources as prescribed in 49 USC 5310 as appropriate to the Award(s) in Exhibit A, the Match amount and fees required. The RECIPIENT shall initiate and complete all actions necessary to provide its share of the PROJECT costs at or prior to the time that such funds are requested and/or required by the STATE. Exhibit A will indicate if the match amount shown is an Estimate or if the match amount is final and due upon execution.

   For those match amounts that are estimated pending procurement of the awarded PROJECT equipment, if procured by the STATE, the STATE will notify the RECIPIENT regarding final match requirements, which will be due upon receipt of said notice. The notice will include a modified Exhibit A, which shall be accepted by signature and inserted into this executed Agreement without requiring contract amendment. Match for Project Equipment procured by RECIPIENT shall be indicated in and deducted from the request for reimbursement.

   In the event that this Agreement is terminated after matching and/or administrative funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of

match funds, and shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. The remitted administrative fee is non-refundable. In circumstances where the designated RECIPIENT cannot accept delivery of the Project Equipment or where surrender of equipment is required, said equipment will be reassigned. Refund of capital match will be based on current fair-market value at the time of surrender less the cost of any repairs or modifications required to affect reassignment to another recipient and/or program.

5) **Availability of Funds:** Every payment obligation of STATE 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 this Agreement, this Agreement may be terminated by STATE at the end of the period for which the funds are available. No liability shall accrue to STATE in the event this provision is exercised, and STATE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

6) **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the STATE on behalf of the RECIPIENT unless otherwise indicated in Exhibit A. The PROJECT equipment shall be titled in the name of the RECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all capital equipment acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment shall remain in effect through the useful life of the vehicle, as explained in the current Program Guidebook unless this agreement is otherwise terminated under terms of this Agreement.

7) **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the RECIPIENT or their CONTRACTOR as applicable. The RECIPIENT or their CONTRACTOR is, however, responsible for adherence to any applicable federal program compliance requirement under 49 CFR 18 Section 32. Except as otherwise provided by statute, property and equipment shall be used for the originally authorized purposes as long as needed for that purpose. RECIPIENT shall comply with all requirements and guidance during the course of the lien period, including but not limited to: maintenance of the equipment, annual reporting to the STATE of administrative and vehicle performance data, annual vehicle inspections, timely incident reporting and situation resolution, and other requirements as specified in the State Management Plan and current Program Guidebook. When no longer needed for the originally authorized purpose, the RECIPIENT and/or their CONTRACTOR will request disposition instructions from the STATE. RECIPIENT agrees to inventory, to maintain records of, and to ensure the proper use, control, and disposal of all property and equipment acquired pursuant to ADOT Policy FIN 11.08, incorporated herein by reference.

8) **Modifications and Other Changes to Grant Equipment:** Prior to any substantive modifications or other changes made or elimination, reduction, or addition to grant equipment, written approval from an authorized State grant program official must first be obtained. Examples include but are not limited to the elimination of wheelchair positions and additions of ambulatory seating, reduction in number or addition of passenger assist stanchions, rails, steps, secondary manufacturer and aftermarket vehicle components provided by the STATE, and other devices requiring or otherwise exposing or altering mechanical or structural modification to the vehicle.

9) **Statutory Compliance:** All parties shall comply with all applicable federal, state and local requirements including all applicable provision of Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

10) **Incorporation of Federal Transit Administration (FTA) Terms:** All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to this Agreement. This provision shall be incorporated in any sub-recipient, sub-contractor, or lower-tier agreement for which funds from this Agreement shall be used for payment. The Federal Transit Administration Master Agreement can be viewed in its entirety at http://www.fta.dot.gov/documents/12-Master.doc or as updated from time-to-time.

11) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest on behalf of STATE employees.

12) **Recordkeeping:** All RECIPIENTs and/or their CONTRACTORs and the parties shall retain all data, books, and other records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the STATE at reasonable times as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of applicable OMB Circulars.

13) **Audit:** The administration of resources awarded by ADOT to the RECIPIENT may be subject to audits and/or monitoring by ADOT, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, monitoring procedures may include, but not be limited to: on-site visits by ADOT staff or designees, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the RECIPIENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by ADOT. In the event ADOT determines that a limited scope audit of the RECIPIENT is appropriate, the RECIPIENT agrees to comply with any additional instructions provided by ADOT staff to the RECIPIENT regarding such audit. The RECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the ADOT's Office of Audit and Analysis, ADOT's Office of the Inspector General (OIG) and ADOT's Financial Management Services. It is the responsibility of the RECIPIENT to monitor their sub-recipients.

Federally funded: Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

a. In the event that the RECIPIENT or their sub-recipient expends $500,000 or more in Federal awards in its fiscal year, the RECIPIENT and the sub-recipient must have a Single Audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In

determining the Federal awards expended in its fiscal year, the RECIPIENT and sub-recipient shall consider all sources of Federal awards, including Federal resources received from ADOT. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the RECIPIENT conducted by the Arizona Auditor General or an independent auditor in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the audit requirements the RECIPIENT shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

b. If the RECIPIENT expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the RECIPIENT elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from RECIPIENT resources obtained from other than Federal entities)

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

In compliance with OMB A-133.235(c), the audit shall be completed and the report must be submitted within 30 days after receipt of the auditor's report(s), or nine (9) months of the end of the audit period.

The RECIPIENT shall follow up and take corrective action on audit findings. Preparation of summary schedule of prior year audit findings, including corrective action, a timetable for resolution, and current status of the audit findings are required to be submitted to ADOT. Current year audit findings require corrective action, a timetable for resolution, and status of findings will also be reported to ADOT.

If the RECIPIENT fails to take corrective action, ADOT will make a determination to:

a. make financial adjustments to the allocated Federal funding as determined appropriate, up to and including repayment by the RECIPIENT of disallowed costs, or
b. ADOT may take other action as determined appropriate.

If the RECIPIENT has not completed corrective action, a timetable for follow-up should be provided.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to ADOT and the Arizona Auditor General. This section does not limit the authority of ADOT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Audit Report submission: Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by this section titled AUDIT shall be submitted when required by OMB Circular A-133, as revised, directly to each of the following:

a. ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007

b. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, at the following address:
Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

c. Other Federal agencies and pass-through entities in accordance OMB Circular A-133 as revised.

Copies of written communication between the RECIPIENT and the independent auditor in compliance with the Statement on Auditing Standards No 114 and as required by this section titled AUDIT of this agreement shall be submitted by or on behalf of the RECIPIENT directly to:

a. ADOT at the following address:
Arizona Department of Transportation
206 S. 17th Ave. MD310B
Phoenix, AZ 85007

b. Any written communication required to be submitted to ADOT pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133.

c. **RECIPIENT**, when submitting financial reporting packages to ADOT for audits done in accordance with OMB Circular A-133 should indicate the date that the reporting package was delivered in correspondence accompanying the reporting package.

If the amount of FTA funds granted to a particular subrecipient does not trigger the requirement for an A-133 audit, the State may still request a review.

14) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statutes Section 12-1518.

15) **Third Party Antitrust Violations:** The Recipient assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Contract.

16) **Indemnification:** The RECIPIENT shall indemnify, defend, save and hold harmless The State of

Arizona, its departments, agencies, boards, commissions, universities and its Officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the RECIPIENT or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the RECIPIENT from and against any and all claims. It is agreed that the RECIPIENT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the RECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the RECIPIENT or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17) **Minimum Required Insurance Coverage:** Grant recipients are responsible for acquiring and maintaining current, appropriate insurance on their vehicles while under ADOT lien, listing ADOT as loss-payee and additional insured, as well as other large capital assets.

Program participants must maintain adequate property and liability insurance coverage. The current minimum requirement for automobile liability insurance is based on vehicle size, and is as follows:

- Combined Single Limit (CSL) of $5,000,000 for vehicles carrying nine (9) or more passengers
- Combined Single Limit (CSL) of $2,000,000 for vehicles carrying less than nine (9) but more than four (4) passengers
- Combined Single Limit (CSL) of $1,000,000 for vehicles carrying less than four (4) or passengers

In addition, Grantee must maintain collision and comprehensive coverage for the full fair market value of each vehicle provided under this Program. The deductible for such coverage shall not exceed five thousand dollars ($5,000).

Insurance policies for vehicles on which the State of Arizona or ADOT is listed on the title as vehicle owner or lien holder must also show the State of Arizona or ADOT as "loss payee."

ADOT shall be an "additional insured" on all insurance policies required under this Program.

Insurance policies shall be endorsed to include the following additional insured language: The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, leased, hired or borrowed by the Grantee.

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Grantee, even if those limits of liability are in excess of those required by this Program.

The Grantees insurance coverage shall be primary insurance with respect to all other available sources.

Policies required under this Program shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees.

Grantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Recipient, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Recipient, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

It is critical that the vehicle Grantee-operator ensure that it retains on file up-to-date insurance, that this information is readily available for review by ADOT and its auditors, and that a current insurance card is located in the vehicle at all times.

The Certificate of Insurance and card must be submitted to ADOT prior to receipt of the vehicle(s). In addition, a current copy of the Certificate must be included with the Annual Report/Notice of Impending Vehicle Inspection, and submitted or returned to ADOT.

NOTICE OF CANCELLATION: Any changes material to compliance with the insurance coverage required under this Program shall require thirty (30) days written notice to ADOT. Such notice shall be sent directly to Multimodal Planning Division of the Arizona Department of Transportation (ADOT) and shall be sent by certified mail, return receipt requested.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved

non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. ADOT in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantees from potential insurer insolvency.

VERIFICATION OF COVERAGE: The Grantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy must be in effect at or prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Contract shall be uploaded to the Arizona Grant Management System. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by the grant agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

SUBCONTRACTORS: Grantees certificate(s) shall include all subcontractors as insured's under its policies or Recipient shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from these insurance requirements shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Grantee or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Recipient or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

18) **Discrimination:** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT. RECIPIENT or its CONTRACTORs shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41-1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The RECIPIENT shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

19) **Title VI Of The Civil Rights Act Of 1964:** The RECIPIENT hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

20) **Disadvantaged Business Enterprises (DBE):** The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Failure to carry out these requirements constitutes a material breach of this contract, which may

result in the termination of this contract or such other remedy as the STATE deems appropriate.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

Each LPA (Local Public Agency, Local for-Profit Agency, or Local non-Profit Agency), sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts
- Submit DBE goal requests via https://adot.dbesystem.com/frontend/welcome.asp using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at https://arizonalpa.dbesystem.com;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to

maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

21) **Immigration:** To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

22) **Scrutinized Business Operations:** Pursuant to Arizona Revised Statutes Sections 35-391 and 35-393, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

23) **Debarment and Suspension.** The RECIPIENT agrees to comply, and assures the compliance

of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," 49 C.F.R. Part 29. The RECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.

24) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the FTA, RECIPIENT, or STATE without penalty or recourse.

25) **Transparency Act:** Because ADOT receives federal funds, ADOT is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments. The reporting requirements and levels of reporting due to FTA are currently under development. Accordingly, ADOT is not currently aware of reporting requirements that might become required from RECIPIENTS. Should requirements be stipulated wherein information is required from RECIPIENTS, such information will be requested. The RECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the RECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.

26) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with the Agreement Article titled: Arbitration.

27) **Federal Certifications and Assurances for FTA Assistance Programs:** Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs with an effective date of October 1, 2010. The applicant for any project financed under the authority of 49 U.S.C. Chapter 53, Title 23, United States Code or any other Federal statue was required to submit new Federal Certifications and Assurances to FTA for any funding received through FTA annually. The Arizona Department of Transportation (ADOT) is considered the Applicant for allocated and obligated federal monies used in various projects including but not limited to the 5310, 5311, grant programs, research projects, study projects, planning projects, regardless of whether the funds are expended by ADOT, reimbursed to grant applicants / recipients / sub-recipients / contractors, or passed through to grant applicants / recipients / sub-recipients / contractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required.

Annual Certifications and Assurances to FTA generally remain in effect for either the duration of the Grant or Cooperative Agreement supporting the Project until the Project is closed out or for the duration of the Project or Project property when a useful life or industry standard is in effect, whichever occurs later. If, however, the Applicant provides Certifications and Assurances to FTA

in a later year that differ from the Certifications and Assurances previously provided, the later Certifications and Assurances will apply to the Grant, Cooperative Agreement, Project, or Project property unless an exception is granted by FTA in writing. The effect of this is that ADOT must sign new certifications and assurances annually since changes typically occur annually.

As the applicant, ADOT is responsible for compliance with the provisions of the FTA Certifications and Assurances by each recipient or sub-recipient. Accordingly, each sub-recipient that will be implementing projects is required to affirm compliance by submitting an annual Certification and Assurances to ADOT.

The FTA Certification and Assurances required of ADOT and its recipients / sub-recipients are found in Exhibit B. Throughout the document, the term "Applicant" referred to ADOT in the original certification to the FTA and now refers to ADOT's recipients / sub-recipients in this certification. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive federal funding through ADOT and does not relieve the sub-recipient of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

28) **Entire Agreement.** This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

V. PROCUREMENT AND THIRD PARTY CONTRACT PROVISIONS

In the event the RECIPIENT is authorized to procure Project equipment, for guidance please refer to the State Management Plan, the current Program Guidebook, and the Capital Procurement Handbook available at: http://mpd.azdot.gov/MPD/Transit_Programs_Grants/PDF/CapitalProcurementHandbook.pdf. Include applicable contract provisions in every third-party contract / purchase order. In addition to other clauses required throughout this Agreement and for your use as a reference, a copy of Appendix D from Circular 4220.1F is provided to assist you in ensuring appropriate inclusion. Refer to that appendix for additional information about statutory / contractual references, explanatory comments, and additional forms and certifications that may be required.

THIRD PARTY CONTRACT PROVISIONS

	TYPE OF PROCUREMENT				
PROVISION	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third	All	All	All	All	All

Parties (by Use of a Disclaimer)					
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				All>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000	>$100,000	>$100,000
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.
Davis-Bacon Act				>$2,000 (also ferries)	

THIRD PARTY CONTRACT PROVISIONS

PROVISION	TYPE OF PROCUREMENT				
	Professional Services / A&E	Operations / Management	Rolling Stock Purchase	Construction	Materials & Supplies
Contract Work Hours and	All	All	All	All	All

Safety Standards Act					
Copeland Anti-Kickback Act, Section 1, Section 2	All	All	All	All	All
Bonding	All	All	All	All	All
Seismic Safety	All	All	All	All	All
Transit Employee Protective Arrangements	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Charter Service Operations	All	All	All>$10,000	All	All
School Bus Operations				All>$10,000	
Drug Use and Testing	All	All	All	All	All
Alcohol Misuse and Testing	All	All	All	All	All
Patent Rights	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Rights in Data and Copyrights			>$100,000	>$100,000	>$100,000
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually		EPA-selected items $10,000 or more annually	EPA-selected items $10,000 or more annually
Conformance with ITS National Architecture	ITS projects	ITS projects	ITS projects	ITS projects	ITS projects
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

VI. SECURITY AGREEMENT

1) In consideration of the funded PROJECT equipment identified in Exhibit A including any equipment added, and conveying title thereto, the RECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount of indicated in Exhibit A as the "Federal Portion" payable to the Department upon its demand, if and only if:

   a. The RECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, or,
   b. The PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears,

or,

c. This Agreement by and between the STATE and the RECIPIENT is terminated.

2) In the event of the occurrences described in Articles V.1.a or V.1.c, the RECIPIENT shall be liable for no more than the fair market value of the PROJECT equipment on the date of the occurrence of such event.

3) In the event the PROJECT is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.

4) Upon the occurrence of any other event described herein which would allow the STATE to demand payment under this agreement, the obligation assured herein may be extinguished by assigning the herein PROJECT equipment to ADOT in as good a condition as when received, normal wear and tear excepted, thereby no longer having any further obligation to reimburse the STATE should the STATE exercise its right to terminate the agreement under the Agreement Articles titled: Termination for Convenience and/or Termination for Default. ADOT may refuse to accept such assignment, if in its sole judgment the PROJECT equipment has been abused or is in such condition as to substantially impair its value.

5) During the useful, economical life of the PROJECT equipment, as defined in the current Program Guidebook and Application for the grant year, the equipment may be surrendered to ADOT subject to stipulated terms and ADOT acceptance, and the obligation herein will be extinguished.

6) In the event of a vehicle transfer back to ADOT during useful life, the Secondary Manufacturer and Aftermarket Vehicle Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent—must remain with the vehicle as delivered by ADOT to the RECIPIENT and are considered to be included in the lien.

7) Secondary Manufacturer and Aftermarket Vehicle Components As Part of the Lien for Lift-Equipped Vehicles: In addition to the Original Equipment Manufacturer (OEM—i.e., Ford, Dodge, Chevrolet, etc.) chassis, the Secondary Manufacturer adds to this chassis the following equipment, non-inclusive, which are considered part of the vehicle and therefore remain on lien with the vehicle, along with OEM components (Note: as a part of the vehicle modifications, the Secondary Manufacturer may also remove some OEM parts, replacing with after-market items):

a. Fast idle system, after-market alternator (200A) replacing OEM unit, related wiring, accessory drive belts and pulleys (varies by vehicle type, alternator and A/C compressor configuration), inside vehicle-located electrical fuse, fuse block and breaker box with key(s),

b. Under-hood or elsewhere on chassis, dual deep cycle marine batteries, in some vehicles combined with an isolator system,

c. Adjacent to, behind and above the front windshield area, a separate or modified body which is manufactured and installed in the driver and passenger compartment area to

accommodate the driver, his/her vehicle and accessory system controls, and passenger, mobility-device and safety equipment. This body construction or modification typically includes related after-market windows, passenger service entry door(s), emergency rear door(s), and emergency exit/access door (i.e., hatch, roof mounted). The degree to which OEM equipment and body parts (including doors, windows, etc.) are removed permanently by the secondary manufacturer for the latter's vehicle modification purposes varies by whether the vehicle is a dual-rear wheel cutaway or single rear wheel raised roof lift van,

d. Passenger (and on some vehicles, driver's) seats and, where required, seat belts,
e. Passenger ingress, egress and other assist stanchions and handrails, modesty panels,
f. Wheelchair lift door, lift mechanism and related control apparatus at the lift and driver area, related transmission/brake interlock equipment preventing unwanted motion of the vehicle when door is ajar and/or lift is otherwise in operation,
g. Wheelchair position components, related restraint and securement belts and belt storage,
h. Added springs or other weight compensating devices to suspension,
i. Additional equipment related to dual battery installation (in some units),
j. Basic first aid kit and other emergency/safety items, typically including flares, reflector triangles and fire extinguisher, wide-view internal rearview mirror, and outside rearview "RV-style" mirrors, internal and external lighting for lift, access doors and interior of vehicle, reverse alarm (some vehicles),
k. Rear heater and related lines and under-body flow controls,
l. Air conditioning equipment for rear passenger area including added condenser(s) (street-side "skirt" mounted), rear compartment evaporator, related refrigerant lines, air outlets and controls, on some units added (second) compressor and related belts and pulleys.
m. If the recipient-agency returning the vehicle to ADOT is uncertain regarding any particular component, it may contact ADOT or the issuing vendor regarding that component(s). The RECIPIENT should otherwise assume that any component supplied on or with the vehicle at the time of delivery to the RECIPIENT should be returned to ADOT in its originally-removed state.
n. Other equipment purchased for the Project equipment is to remain with equipment or otherwise be surrendered to ADOT.
o. This list includes only "major" items added by the after-market supplier and shall not be considered all-inclusive. The vendor and ADOT retain on file complete parts listings that will be reviewed by ADOT upon return of the vehicle to ADOT and/or prior to transfer of the vehicle to another recipient agency.

8) This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the fair market value of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

VII. COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

By signing this Agreement, the RECIPIENT for a grant under provisions of the Elderly Individuals and Individuals with Disabilities Program 49 U.S.C. § 5310) agrees to abide by the vehicle manufacturer's schedule of

maintenance, at a minimum, during the period this vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

Additionally, the ADA requires that:

Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make them readily accessible to, and usable by, individuals with disabilities. These features include but are not limited to, lifts and other means of access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or hearing.

Accessibility features must be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity must take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

A system of regular and frequent maintenance checks of lifts is required. If a lift fails to operate when in service, the ADA requires the vehicle be taken out of service before the beginning of the vehicle's next service day. The lift must then be repaired before the vehicle returns to service. If a contract operator is used for ADA-related service, the subrecipient must ensure the contractor notifies the subrecipient immediately of any failure of the lift to operate in service.

If there is no spare vehicle to take the place of a vehicle with an inoperable lift, the recipient may keep the vehicle in service for no more than five days if it serves an area of 50,000 or less population, or three days if it serves an area of 50,000 or more population.

VIII. GENERAL ASSURANCES

1) The RECIPIENT is a private non-profit organization or a public body which has been designated as an eligible Section 5310 recipient.
2) The RECIPIENT assures that it has the legal, financial, and technical capacity to carry out its proposed Section 5310 project described herein, including safety and security aspects of that program.
3) The RECIPIENT will have satisfactory continuing control over the use of project equipment and facilities.
4) The RECIPIENT has or will have prior to delivery, sufficient funds to provide the local match and any required fees for the equipment purchased under this contract and to operate the vehicles or equipment purchased under this project
5) The RECIPIENT assures affirmative compliance with Title VI of the Civil Rights Act of 1964 – Nondiscrimination in the Provision of Service (FTA C 4702.1; FTA C 9040.1E; and FTA C 9070.1E).
6) The transportation needs of elderly persons and persons with disabilities have or will be addressed by the RECIPIENT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).
7) The RECIPIENT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers, including social service agencies capable of

purchasing service. The RECIPIENT has participated in the development of a local coordinated public transit-human services transportation plan for the area(s) in which project vehicles will be used.

8) Private transit and paratransit operators and the public have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the RECIPIENT.

9) The RECIPIENT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), otherwise known as Public Law No. 101-336 and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule.

10) The RECIPIENT will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f

11) The RECIPIENT assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The RECIPIENT agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The RECIPIENT recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The RECIPIENT understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the RECIPIENT or its project. The RECIPIENT agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

IX. DRUG FREE WORKPLACE

RECIPIENTS that receive only Section 5310 assistance are not subject to FTAs Drug and Alcohol Testing Rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (49 CFR part 382) when and where applicable. Pursuant to FTA Circular 9070.1F(1), Section 5310 RECIPIENTS and SUBRECIPIENTS that also receive funding under one of the covered FTA programs (such as 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program. This recommendation includes sub-recipients, operators, and contractors.

In accordance with the Drug-Free Workplace Act of 1988 (41 USC 701 et. seq. and 49 CFR Part 32, each RECIPIENT is required to maintain a drug-free workplace for all employees and to have an anti-drug policy and awareness program. Grant direct recipients must agree that it will provide a drug-free workplace and comply with all requirements of 49 CFR Part 32. The STATE requires compliance by RECIPIENTs. The RECIPIENT certifies that it will provide a drug-free workplace by:

Additionally, the ADA requires that:

Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make them readily accessible to, and usable by, individuals with disabilities. These features include but are not limited to, lifts and other means of access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or

hearing.

Accessibility features must be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity must take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

A system of regular and frequent maintenance checks of lifts is required. If a lift fails to operate when in service, the ADA requires the vehicle be taken out of service before the beginning of the vehicle's next service day. The lift must then be repaired before the vehicle returns to service. If a contract operator is used for ADA-related service, the subrecipient must ensure the contractor notifies the subrecipient immediately of any failure of the lift to operate in service.

If there is no spare vehicle to take the place of a vehicle with an inoperable lift, the recipient may keep the vehicle in service for no more than five days if it serves an area of 50,000 or less population, or three days if it serves an area of 50,000 or more population.

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The RECIPIENT's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (1);

4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant or cooperative agreement, the employee will:
   a. Abide by the terms of the statement;
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the STATE in writing, within ten calendar days after receiving notice under subparagraph (4.b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee as working, unless the Federal agency has designated a cartel point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4.b), with respect to any employee who was convicted:

7) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

8) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

X. CERTIFICATION ON RESTRICTIONS ON LOBBYING

The RECIPIENT (excluding Federally recognized Tribal governments, (Tribes, Nations, Communities) and its representative hereby certify to the Arizona Department of Transportation, that to the best of my knowledge and belief:

1) No Federal appropriated funds have been or will be paid by or on behalf of the RECIPIENT to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
   a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the RECIPIENT assures that it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
   b. The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, contracts under grants, loans, and cooperative agreements).

2) The RECIPIENT understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The RECIPIENT also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XI. DEBARMENT, SUSPENSION, RESPONSIBILITY MATTERS FOR PRIMARY AND LOWER TIER COVERED TRANSACTIONS

In accordance with the provisions of U.S. Department of Transportation (U.S. DOT) regulations on Government wide Debarment and Suspension (Nonprocurement) at 49 CFR 25.510, the RECIPIENT (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 2 of this certification, and;

4) Have not within a three year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default.

The RECIPIENT (Primary Participant) certifies that if it becomes aware of any later information that contradicts the statements in paragraphs 1 through 4 above, it will promptly inform FTA. Should the RECIPIENT (Primary Participant) be unable to certify to statements set forth in paragraphs 1 through 4 above, it shall so acknowledge with its signature and provide a written explanation to FTA.

XII. COMMUNICATION AND CONTACT INFORMATION

All notices or demands upon any party relating to this Agreement shall be in writing delivered through the Electronic Grant Management System whenever possible. When electronic submission is not feasible, delivery in person or sent by mail addressed as follows is required:

STATE Agreement Contact

	Arizona Department of Transportation
Contact	Sally J. Palmer Contracts Administrator
Mailing Address	Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007
Phone	602-712-6732
Fax	602-712- 6412
Email	spalmer@azdot.gov

STATE Program Contact

	Arizona Department of Transportation
Contact	Dan Harrigan State Program Manager
Mailing Address	Multimodal Planning Division Mail Drop 340B 206 S. 17th Avenue Phoenix, AZ 85007
Phone	602-712-8232
Fax	602-712- 6412
Email	dharrigan@azdot.gov

STATE Director of Transit Services

	Arizona Department of Transportation
Contact	Michael Normand
Mailing Address	Multimodal Planning Division Mail Drop 340B 206 S. 17th Avenue Phoenix, AZ 85007
Phone	602-712-8243
Fax	602-712-6412
Email	mnormand@azdot.gov

RECIPIENT Program Contact

RECIPIENT Agreement Contact

Contact	Aimee Ramsey	**Contact**	Aimee Ramsey
Mailing Address		**Mailing Address**	
Phone	(520) 229-4980	**Phone**	(520) 229-4980
Fax	(520) 229-5049	**Fax**	(520) 229-5049
Email	aramsey@orovalleyaz.gov	**Email**	aramsey@orovalleyaz.gov

XIII. FTA CERTIFICATIONS AND ASSURANCES

On an annual basis, any agency with an active FTA capital or formula project must provide an affirmation by RECIPIENTs attorney pertaining to the RECIPIENTs legal capacity. The RECIPIENT must agree to comply with all categories applicable to ADOT, who is considered to be the APPLICANT and RECIPIENT of the funds by FTA, regardless of current applicability of the initial award under this Agreement. This is to ensure that should the category become applicable during the life of the Agreement, the RECIPIENT will comply. The FTA Certifications and Assurances will be provided to the RECIPIENT under as a separate packet as they are released by the FTA and subsequent to ADOT filing agreement. Continuation of this Agreement shall be contingent on completion and submission of that packet within the deadline expressed at time of distribution. The FTA Certifications and Assurances, as modified and accepted each year shall be considered incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

RECIPIENT
Town of Oro Valley

By _____
Signatory Name (Printed): Greg Caton
Signatory Title (Printed): Town Manager

_____
Date Signed

STATE OF ARIZONA
Arizona Department of Transportation

By
Joseph S. Omer, Division Director
Multimodal Planning Division

_____
Date Signed

Town of Oro Valley

I have reviewed the above referenced proposed grant agreement, BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and Town of Oro Valley, and declare this agreement to be in proper form and within the powers and authority granted to the Town of Oro Valley under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 15th day of May, 2013

_ Tobin Sidles

Attorney for the Town of Oro Valley

Note: This page is mandatory for any public agency. If you are not a public agency, at your option, you may write *"Acknowledged and Waived"* above an authorized signatory's signature. It is recommended that you have an attorney review the document even if not mandatory.

Page to be replaced with

AG Determination Letter

EXHIBIT A
PROJECT

APPENDIX A

Title VI Agreement / Contract Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a) withholding of payments to the contractor under the contract until the contractor complies, and/or
b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

Title VI Agreement / Contract Requirements

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States. (GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Arizona Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the Arizona Department of Transportation all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)
TO HAVE AND TO HOLD said lands and interests therein unto Arizona Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Arizona Department of Transportation, its successors and assigns.

The Arizona Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and)* (2) that the Arizona Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of -the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

APPENDIX C

Title VI Agreement / Contract Requirements

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Arizona Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law

100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

Town Council Regular Session **Item # 1.**

Meeting Date: 05/15/2013

Requested by: Stacey Lemos **Submitted By:** Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

PUBLIC HEARING: RESOLUTION NO. (R)13-40, APPROVING THE ADOPTION OF THE FINAL BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2013/2014, INCLUDING APPROVAL OF THE 15-YEAR CAPITAL IMPROVEMENT PLAN (CIP) FROM FY 2013/14 THROUGH FY 2027/28

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On May 1st, 2013, the Town Council adopted the Tentative Budget and set the local expenditure limitation for Fiscal Year 2013/14 in the amount of $93,913,429. Tonight is the second public hearing scheduled for the adoption of the Final Budget, including adoption of the 15-Year Capital Improvement Plan (CIP) for FY 2013/14 through FY 2027/28.

Funding for the Greater Oro Valley Chamber of Commerce has been increased from $20,000 to $30,000 for FY 2013/14 within the Bed Tax Fund, per direction from Town Council. Also, at the May 1, 2013 regular meeting, the Town Council supported the concept of allocating the $197,000 in savings from the transfer of library operations to Pima County Library District as a separate Council-designated line item for future expenditure in the FY 2013/14 budget. Upon final adoption of the budget by Council this evening, the amount of $197,000 will be allocated from General Fund contingency reserves to a separate General Fund line item designated for use as directed by Council during FY 2013/14. This will not change the overall maximum spending limit established in the Tentative Budget of $93,913,429.

No other changes have been proposed to the May 1st Tentative Budget amounts; however, the Town Council may authorize additional changes to the Tentative Budget amounts this evening so long as those changes do not increase the maximum expenditure cap approved on May 1st.

BACKGROUND OR DETAILED INFORMATION:

The attached Auditor General budget forms summarize the revenues, expenditures and interfund transfers included in the FY 2013/14 budget and were published in the *Daily Territorial* newspaper as required by state law. The following overview is provided for the Final Budget:

Revenues	$ 62.2M
Fund Balance Reserves	$ 31.7M

TOTAL RESOURCES	**$ 93.9M**

Those financial resources will be used to provide Town services within the following funds:

General Fund	$ 37.9M
Highway Fund	$ 6.6M
Bed Tax Fund	$ 1.0M
Fleet Fund	$ 1.3M
Self Insurance Benefit Fund	$ 2.8M
Municipal Debt Svc Funds	$ 1.7M
Development Impact Fee Funds	$ 17.3M
Water Utility Enterprise Fund	$ 22.5M
Stormwater Enterprise Fund	$ 1.6M
Other Funds	$ 1.2M
TOTAL	**$ 93.9M**

Also presented for consideration and approval is the 15-Year CIP for FY 2013/14 through FY 2027/28. The first year CIP costs of $9.1 million have been included in the Final Budget document and constitute the FY 2013/14 Capital Budget.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)13-40, approving the adoption of the final budget of the Town of Oro Valley for the Fiscal Year 2013/14 with the changes noted in the Executive Summary section above related to funding for the Greater Oro Valley Chamber of Commerce at $30,000 in the Bed Tax Fund and the Council-designated reserve amount established at $197,000 in the General Fund and further MOVE to approve the Town of Oro Valley 15-Year Capital Improvement Plan for FY 2013/14 through FY 2027/28.

Attachments

(R)13-40 FY 2013-14 Final Budget
Auditor General Budget Forms 2013-14
Capital Improvement Program

RESOLUTION NO. (R)13-40

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING THE ADOPTION OF THE BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2013-2014

WHEREAS, on May 1, 2013, in accordance with Arizona Revised Statutes §§ 42-17101 and 42-17102, the Town authorized an estimate of the different amounts required to meet the public expenditures for the ensuing year, an estimate of revenues from sources other than direct taxation and the amount to be raised by taxation upon real and personal property of the Town of Oro Valley; and

WHEREAS, after notice of a public hearing in accordance with Arizona Revised Statutes §§ 42-17103, 42-17104 and 42-17105, the Council met on May 15, 2013 at which time any taxpayer was entitled to appear and be heard in favor of or against any of the proposed expenditures or tax levies before the Council adopted the estimates of the proposed expenditures, constituting the budget of the Town of Oro Valley for the Fiscal Year 2013-2014; and

WHEREAS, the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed the primary property tax levy limits as calculated in accordance with Arizona Revised Statutes § 42-17051(A); and

WHEREAS, it is in the best interest of the Town of Oro Valley to approve the estimates and expenditures/expenses shown on the accompanying schedules for the Fiscal Year 2013-2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced or changed, are hereby adopted and approved as the budget of the Town of Oro Valley for the Fiscal Year 2013-2014 in the amount of $93,913,429.00.

BE IT FURTHER RESOLVED that the Mayor and Council of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the budget for the Fiscal Year 2013-2014.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of May, 2013.

TOWN OF ORO VALLEY:

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Date: _____

OFFICIAL BUDGET FORMS

CITY/TOWN OF ____Oro Valley_____

Fiscal Year 2014

CITY/TOWN OF ____Oro Valley_____
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2014

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2013	ACTUAL EXPENDITURES/ EXPENSES** 2013	FUND BALANCE/ NET POSITION*** July 1, 2013**	PROPERTY TAX REVENUES 2014	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2014	OTHER FINANCING 2014		INTERFUND TRANSFERS 2014		TOTAL FINANCIAL RESOURCES AVAILABLE 2014	BUDGETED EXPENDITURES/ EXPENSES 2014
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	$ 36,775,636	$ 27,351,566	$ 9,724,507	Primary: $	$ 28,201,906	$	$	$ 185,000	$ 162,729	$ 37,948,684	$ 37,948,684
2. Special Revenue Funds	7,946,053	4,598,995	3,971,350	Secondary:	5,072,165				390,669	8,652,846	8,652,846
3. Debt Service Funds Available	1,941,841	1,074,159	851,035		519,545			371,576		1,742,156	1,742,156
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	1,941,841	1,074,159	851,035		519,545			371,576		1,742,156	1,742,156
6. Capital Projects Funds	21,067,608	12,830,869	7,538,022		9,956,983				100,000	17,395,005	17,395,005
7. Permanent Funds											
8. Enterprise Funds Available	24,569,567	15,105,090	9,007,773		13,633,350	1,300,000		100,000	3,178	24,037,945	24,037,945
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	24,569,567	15,105,090	9,007,773		13,633,350	1,300,000		100,000	3,178	24,037,945	24,037,945
11. Internal Service Funds	3,121,451	2,396,287	625,000		3,511,793					4,136,793	4,136,793
12. TOTAL ALL FUNDS	$ 95,422,156	$ 63,356,966	$ 31,717,687	$	$ 60,895,742	$ 1,300,000	$	$ 656,576	$ 656,576	$ 93,913,429	$ 93,913,429

EXPENDITURE LIMITATION COMPARISON	2013	2014
1. Budgeted expenditures/expenses	$ 95,422,156	$ 93,913,429
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	95,422,156	93,913,429
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 95,422,156	$ 93,913,429
6. EEC or voter-approved alternative expenditure limitation	$ 95,422,156	$ 93,913,429

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

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY/TOWN OF ____Oro Valley_____
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
GENERAL FUND			
Local taxes			
Local Sales Tax	$ 11,827,995	$ 12,023,845	$ 12,623,382
Cable Franchise Tax	500,000	500,000	500,000
Licenses and permits			
Licenses	171,140	174,900	176,700
Permits	753,829	1,147,296	1,307,255
Fees	11,500	8,400	9,500
Intergovernmental			
State/County Shared	9,175,117	9,175,117	9,659,167
State Grants	1,014,042	1,032,200	1,509,700
Federal Grants	983,000	704,232	576,490
Other	613,413	442,339	30,000
Charges for services			
Reimbursements	204,000	184,000	204,000
Fees	408,600	502,363	644,200
Other	604,956	598,191	595,237
Fines and forfeits			
Fines	190,000	180,000	190,000
Interest on investments			
Interest Income	89,000	62,275	62,275
Miscellaneous			
Miscellaneous	134,000	157,623	114,000
Total General Fund	$ 26,680,592	$ 26,892,781	$ 28,201,906

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

CITY/TOWN OF ____Oro Valley_____
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Local Sales Tax	$ 316,890	$ 469,344	$ 1,077,197
Highway User Fuel Tax	2,480,005	2,480,005	2,500,000
Permits	43,000	51,110	48,000
Grants	260,000	125,000	35,000
Interest Income	7,000	7,000	7,000
Charges for Services	229,493	229,493	129,493
Other	10,000	17,683	10,000
	$ 3,346,388	$ 3,379,635	$ 3,806,690
Bed Tax Fund			
Local Sales Tax	$ 782,283	$ 782,283	$ 789,000
Interest Income	5,700	3,975	3,975
	$ 787,983	$ 786,258	$ 792,975
Seizures & Forfeitures - State Fund			
	$ 175,000	$ 61,605	$ 175,000
	$ 175,000	$ 61,605	$ 175,000
Seizures & Forfeitures - Federal Fund			
	$ 250,000	$ 27,125	$ 250,000
	$ 250,000	$ 27,125	$ 250,000
Impound Fee Fund			
Fees	$ 47,503	$ 47,503	$ 47,500
	$ 47,503	$ 47,503	$ 47,500
Total Special Revenue Funds	$ 4,606,874	$ 4,302,126	$ 5,072,165

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

CITY/TOWN OF ____Oro Valley_____
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
DEBT SERVICE FUNDS			
Municipal Debt Service Fund			
Federal Grants	$ 83,784	$ 83,784	$ 70,677
Interest Income		20	
Miscellaneous	100,000	100,000	83,000
	$ 183,784	$ 183,804	$ 153,677
Oracle Road Improvement District Fund			
Special Assessments	$ 367,578	$ 367,578	$ 365,868
	$ 367,578	$ 367,578	$ 365,868
Total Debt Service Funds	$ 551,362	$ 551,382	$ 519,545
CAPITAL PROJECTS FUNDS			
Alternative Water Resources Development Impact Fee Fund			
Development Impact Fees	$ 219,200	$ 904,760	$ 1,678,322
Charges for Services	2,456,000	2,542,000	2,550,000
Interest Income	800	900	1,000
	$ 2,676,000	$ 3,447,660	$ 4,229,322
Potable Water System Development Impact Fee Fund			
Development Impact Fees	$ 114,255	$ 513,567	$ 926,097
Interest Income	4,500	2,000	2,000
	$ 118,755	$ 515,567	$ 928,097
Townwide Roadway Development Impact Fee Fund			
State Grants	$ 5,280,000	$ 4,722,000	$ 3,150,000
Federal Grants	699,000		500,000
Development Impact Fees	414,118	672,940	791,375
Interest Income	1,600	19,500	1,500
Other	18,000	18,000	18,000
	$ 6,412,718	$ 5,432,440	$ 4,460,875
Parks & Recreation Impact Fee Fund			
Development Impact Fees	$ 92,001	$ 111,150	$ 201,297
	$ 92,001	$ 111,150	$ 201,297
Library Impact Fee Fund			
Development Impact Fees	$ 37,461	$ 4,606	$
	$ 37,461	$ 4,606	$
Police Impact Fee Fund			
Development Impact Fees	$ 49,840	$ 62,076	$ 107,392
	$ 49,840	$ 62,076	$ 107,392
General Government Impact Fee Fund			
Development Impact Fees	$	$ 3,250	$
	$	$ 3,250	$
Aquatic Center Project Fund			
Donations	$ 300,000	$ 30,000	$ 30,000
	$ 300,000	$ 30,000	$ 30,000
Total Capital Projects Funds	$ 9,686,775	$ 9,606,749	$ 9,956,983

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

CITY/TOWN OF ____Oro Valley_____
Revenues Other Than Property Taxes
Fiscal Year 2014

SOURCE OF REVENUES	ESTIMATED REVENUES 2013	ACTUAL REVENUES* 2013	ESTIMATED REVENUES 2014
ENTERPRISE FUNDS			
Oro Valley Water Utility Fund			
Water Sales	$ 11,707,800	$ 11,693,000	$ 11,748,000
Charges for Services	475,200	572,400	597,100
Interest Income	75,000	66,250	66,250
Miscellaneous		20,000	
	$ 12,258,000	$ 12,351,650	$ 12,411,350
Stormwater Utility Fund			
Federal Grants	$ 67,800	$ 7,867	$
State Grants	450,000		450,000
Charges for Services	761,500	762,600	771,500
Interest Income	500	4,800	500
Miscellaneous	20,000	20,140	
	$ 1,299,800	$ 795,407	$ 1,222,000
Total Enterprise Funds	$ 13,557,800	$ 13,147,057	$ 13,633,350
INTERNAL SERVICE FUNDS			
Fleet Fund			
Fleet Services	$ 638,787	$ 638,787	$ 1,282,793
Miscellaneous			20,000
	$ 638,787	$ 638,787	$ 1,302,793
Benefit Self Insurance Fund			
Miscellaneous	$ 2,182,664	$ 2,082,500	$ 2,209,000
	$ 2,182,664	$ 2,082,500	$ 2,209,000
Total Internal Service Funds	$ 2,821,451	$ 2,721,287	$ 3,511,793
TOTAL ALL FUNDS	$ 57,904,854	$ 57,221,382	$ 60,895,742

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

CITY/TOWN OF ____Oro Valley_____
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2014

FUND	OTHER FINANCING 2014 SOURCES	OTHER FINANCING 2014 <USES>	INTERFUND TRANSFERS 2014 IN	INTERFUND TRANSFERS 2014 <OUT>
GENERAL FUND				
Tfr to Municipal Debt Service Fund	$	$	$	$ 160,729
Tfr to Oracle Road Improvement District Fund				2,000
Tfr from Bed Tax Fund			185,000	
Total General Fund	$	$	$ 185,000	$ 162,729
SPECIAL REVENUE FUNDS				
Bed Tax Fund	$	$	$	$ 390,669
Total Special Revenue Funds	$	$	$	$ 390,669
DEBT SERVICE FUNDS				
Municipal Debt Service Fund	$	$	$ 369,576	$
Oracle Road Improvement District Fund			2,000	
Total Debt Service Funds	$	$	$ 371,576	$
CAPITAL PROJECTS FUNDS				
Alternative Water Rscs Dev Impact Fee Fund	$	$	$	$ 100,000
Total Capital Projects Funds	$	$	$	$ 100,000
ENTERPRISE FUNDS				
Oro Valley Water Utility Fund	$ 1,300,000	$	$ 100,000	$ 3,178
Total Enterprise Funds	$ 1,300,000	$	$ 100,000	$ 3,178
TOTAL ALL FUNDS	$ 1,300,000	$	$ 656,576	$ 656,576

CITY/TOWN OF ____Oro Valley_____
Expenditures/Expenses by Fund
Fiscal Year 2014

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
GENERAL FUND				
Council	$ 224,618	$	$ 224,618	$ 225,853
Clerk	322,779		321,989	345,118
Development & Infrastructure Svcs	3,803,751		3,349,021	4,031,561
Finance	744,111		726,233	709,242
General Administration	2,245,094	(386,000)	1,831,394	1,840,730
Human Resources	496,156		464,107	523,821
Information Technology	1,213,633		1,213,633	1,482,173
Legal	816,559		768,813	804,344
Magistrate Court	757,629		726,527	761,430
Town Manager's Office	728,648		638,569	700,989
Parks, Recreation, & Cultural Resources	2,630,112		2,387,353	2,536,955
Police	12,667,903		12,599,309	14,223,297
Contingency Reserve	11,034,643	(524,000)	2,100,000	9,763,171
Total General Fund	$ 37,685,636	$ (910,000)	$ 27,351,566	$ 37,948,684
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	$ 6,108,346	$	$ 3,630,438	$ 6,573,318
Seizures & Forfeitures - State Fund	467,924		175,434	525,354
Seizures & Forfeitures - Federal Fund	832,189		358,910	508,867
Bed Tax Fund	790,091	(300,000)	386,710	997,807
Impound Fee Fund	47,503		47,503	47,500
Total Special Revenue Funds	$ 8,246,053	$ (300,000)	$ 4,598,995	$ 8,652,846
DEBT SERVICE FUNDS				
Municipal Debt Service Fund	$ 1,570,148	$	$ 703,861	$ 1,373,416
Oracle Road Improvement District Fund	371,693		370,298	368,740
Total Debt Service Funds	$ 1,941,841	$	$ 1,074,159	$ 1,742,156
CAPITAL PROJECTS FUNDS				
Aquatic Center Project Fund	$ 3,350,000	$ 1,460,000	$ 4,600,218	$ 42,114
Townwide Roadway Dev Impact Fee Fund	7,128,581		4,760,000	5,689,538
Naranja Park Fund	258,821	(250,000)		8,821
Alternative Water Rscs Dev Impact Fee Fund	4,334,770		2,312,919	6,899,226
Potable Water System Dev Impact Fee Fund	3,614,431		722,266	4,100,604
Parks & Recreation Impact Fee Fund	543,500		90,100	334,400
Library Impact Fee Fund	153,507			114,798
Police Impact Fee Fund	153,328		82,646	189,151
General Government Impact Fee Fund	135,430		123,243	
Recreation In Lieu Fee Fund	185,240		139,477	16,353
Total Capital Projects Funds	$ 19,857,608	$ 1,210,000	$ 12,830,869	$ 17,395,005
ENTERPRISE FUNDS				
Oro Valley Water Utility Fund	$ 22,619,429	$	$ 14,163,939	$ 22,486,741
Stormwater Utility Fund	1,950,138		941,151	1,551,204
Total Enterprise Funds	$ 24,569,567	$	$ 15,105,090	$ 24,037,945
INTERNAL SERVICE FUNDS				
Fleet Fund	$ 638,787	$	$ 638,787	$ 1,302,793
Benefit Self Insurance Fund	2,482,664		1,757,500	2,834,000
Total Internal Service Funds	$ 3,121,451	$	$ 2,396,287	$ 4,136,793
TOTAL ALL FUNDS	$ 95,422,156	$	$ 63,356,966	$ 93,913,429

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

CITY/TOWN OF ____Oro Valley_____
Expenditures/Expenses by Department
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Council:				
General Fund	$ 224,618	$	$ 224,618	$ 225,853
Department Total	$ 224,618	$	$ 224,618	$ 225,853
Clerk:				
General Fund	$ 322,779	$	$ 321,989	$ 345,118
Department Total	$ 322,779	$	$ 321,989	$ 345,118
Development & Infrastructure Svcs:				
General Fund	$ 3,803,751	$	$ 3,349,021	$ 4,031,561
Highway Fund	6,108,346		3,630,438	6,573,318
Townwide Roadway Dev Impact Fee Fund	7,128,581		4,760,000	5,689,538
Stormwater Utility Fund	1,950,138		941,151	1,551,204
Fleet Fund	638,787		638,787	1,302,793
Department Total	$ 19,629,603	$	$ 13,319,397	$ 19,148,414
Finance:				
General Fund	$ 744,111	$	$ 726,233	$ 709,242
Department Total	$ 744,111	$	$ 726,233	$ 709,242
General Administration:				
General Fund	$ 2,245,094	$ (386,000)	$ 1,831,394	$ 1,840,730
General Fund - Contingency Reserve	11,034,643	(524,000)	2,100,000	9,763,171
Municipal Debt Service Fund	1,570,148		703,861	1,373,416
Oracle Road Improvement District Fund	371,693		370,298	368,740
Benefit Self Insurance Fund	2,482,664		1,757,500	2,834,000
General Government Impact Fee Fund	135,430		123,243	
Library Impact Fee Fund				114,798
Department Total	$ 17,839,672	$ (910,000)	$ 6,886,296	$ 16,294,855
Human Resources:				
General Fund	$ 496,156	$	$ 464,107	$ 523,821
Department Total	$ 496,156	$	$ 464,107	$ 523,821
Information Technology:				
General Fund	$ 1,213,633	$	$ 1,213,633	$ 1,482,173
Department Total	$ 1,213,633	$	$ 1,213,633	$ 1,482,173
Legal:				
General Fund	$ 816,559	$	$ 768,813	$ 804,344
Department Total	$ 816,559	$	$ 768,813	$ 804,344
Magistrate Court:				
General Fund	$ 757,629	$	$ 726,527	$ 761,430
Department Total	$ 757,629	$	$ 726,527	$ 761,430
Town Manager's Office:				
General Fund	$ 728,648	$	$ 638,569	$ 700,989
Bed Tax Fund	790,091	(300,000)	386,710	997,807
Department Total	$ 1,518,739	$ (300,000)	$ 1,025,279	$ 1,698,796
Parks, Recreation & Cultural Resources:				
General Fund	$ 2,630,112	$	$ 2,387,353	$ 2,536,955
Parks & Recreation Impact Fee Fund	543,500		90,100	334,400
Library Impact Fee Fund	153,507			
Naranja Park Fund	258,821	(250,000)		8,821
Recreation In Lieu Fee Fund	185,240		139,477	16,353
Aquatic Center Project Fund	3,350,000	1,460,000	4,600,218	42,114
Department Total	$ 7,121,180	$ 1,210,000	$ 7,217,148	$ 2,938,643

CITY/TOWN OF ____Oro Valley_____
Expenditures/Expenses by Department
Fiscal Year 2014

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2013	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2013	ACTUAL EXPENDITURES/ EXPENSES* 2013	BUDGETED EXPENDITURES/ EXPENSES 2014
Police:				
General Fund	$ 12,667,903	$	$ 12,599,309	$ 14,223,297
Seizures & Forfeitures - State Fund	467,924		175,434	525,354
Seizures & Forfeitures - Federal Fund	832,189		358,910	508,867
Police Impact Fee Fund	153,328		82,646	189,151
Impound Fee Fund	47,503		47,503	47,500
Department Total	$ 14,168,847	$	$ 13,263,802	$ 15,494,169
Water Utility:				
Oro Valley Water Utility Fund	$ 22,619,429	$	$ 14,163,939	$ 22,486,741
Alternative Water Rscs Dev Impact Fee Fund	4,334,770		2,312,919	6,899,226
Potable Water System Dev Impact Fee Fund	3,614,431		722,266	4,100,604
Department Total	$ 30,568,630	$	$ 17,199,124	$ 33,486,571

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

CITY/TOWN OF ____Oro Valley_____
Full-Time Employees and Personnel Compensation
Fiscal Year 2014

FUND	Full-Time Equivalent (FTE) 2014	Employee Salaries and Hourly Costs 2014	Retirement Costs 2014	Healthcare Costs 2014	Other Benefit Costs 2014		Total Estimated Personnel Compensation 2014
GENERAL FUND	258.86	$ 14,475,403	$ 2,140,631	$ 1,536,564	$ 1,609,438	=	$ 19,762,036
SPECIAL REVENUE FUNDS							
Highway Fund	23.08	$ 1,346,753	$ 153,618	$ 155,528	$ 158,251	=	$ 1,814,150
Bed Tax Fund	3.00	163,817	18,904	12,267	13,424		208,412
Impound Fee Fund	0.50	20,105	2,320	359	1,630		24,414
Seizures & Forfeitures - State Fund	1.00	46,989	9,553	4,089	6,818		67,449
Seizures & Forfeitures - Federal Fund	2.00	92,167	18,737	15,631	13,248		139,783
Total Special Revenue Funds	29.58	$ $ 1,669,831	$ $ 203,132	$ $ 187,874	$ $ 193,371	=	$ $ 2,254,208
INTERNAL SERVICE FUNDS							
Fleet Fund	1.15	$ 55,499	$ 6,405	$ 7,414	$ 5,895	=	$ 75,213
Total Internal Service Funds	1.15	$ 55,499	$ 6,405	$ 7,414	$ 5,895	=	$ 75,213
ENTERPRISE FUNDS							
Oro Valley Water Utility Fund	37.00	$ 2,015,457	$ 232,584	$ 243,880	$ 196,543	=	$ 2,688,464
Stormwater Utility Fund	4.10	234,398	27,050	37,432	20,963		319,843
Total Enterprise Funds	41.10	$ 2,249,855	$ 259,634	$ 281,312	$ 217,506	=	$ 3,008,307
TOTAL ALL FUNDS	330.69	$ 18,450,588	$ 2,609,802	$ 2,013,164	$ 2,026,210	=	$ 25,099,764

Capital Improvement Program Overview

Overview

Providing infrastructure is a primary function of a local government. Maintaining public safety, town services, parks and recreation facilities, adequate transportation systems, and the community's quality of life are all heavily dependent on how the Town handles infrastructure issues.

The Capital Improvement Program (CIP) is a comprehensive, fifteen-year plan of capital projects that will support the continued growth and development of the Town. The CIP establishes the Capital Budget, which is submitted as the capital outlay portion of the annual Town budget. The CIP is used in implementing the General Plan and supporting the Town's adopted Strategic Plan by developing a prioritized schedule of short-range and long-range community capital needs, evaluating projects, and analyzing the community's ability and willingness to pay for them in the most cost-effective way. The Town uses the CIP as its method in determining future infrastructure requirements and planning the financing of facilities and equipment to maintain the service levels provided to Town citizens.

The Town identifies capital projects as those which:

- Cost $50,000 or more;
- Have an expected useful life of five or more years; and
- Becomes, or preserves, an asset of the Town

The Town uses the Capital Improvement Program as an avenue of communication to the public. Through the CIP document, residents and businesses are provided with an accurate and concise view of the Town's long term direction for capital investment and the Town's need for stable revenue sources to fund large multi-year capital projects.

CIP projects funded in FY 2013-14 total $9,055,000. The table below shows this breakdown by Fund:

Fund	**Amount**
General Fund	$765,000
Highway Fund	$1,085,000
Roadway Development Impact Fee Fund	$3,380,000
Water Utility Fund	$2,475,000
Alternative Water Resources Dev Impact Fee Fund	$790,000
Stormwater Utility Fund	$560,000
Total All Funds	**$9,055,000**

Please refer to the comprehensive fifteen-year CIP schedules and the project descriptions for additional detail on all projects.

Project Descriptions

The following are detailed descriptions of all of the projects identified for Fiscal Year 2013-2014. They include the operating impact to the Town as well as indicating any additional funding the Town will receive to complete the project.

PROJECT TITLE:	TRAPEZE Software Drivers Mate - Mobile Data Computers
DEPARTMENT:	Development and Infrastructure Services, Transit Division
FY 13-14 PROJECT COST:	$55,000
PRIMARY FUNDING:	Regional Transportation Authority (RTA) Funds
ADDITIONAL FUNDING:	Possible grant funding
PROJECT DESCRIPTION:	Purchase of mobile data computers and software for Transit drivers
PROJECT JUSTIFICATION:	Improved productivity, cost controls and better service delivery
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 2,000
Operating Savings	$ -

PROJECT TITLE:	Replacement Phone System - On Premise
DEPARTMENT:	Information Technology
FY 13-14 PROJECT COST:	$150,000
PRIMARY FUNDING:	General Fund
ADDITIONAL FUNDING:	Water Utility Fund
PROJECT DESCRIPTION:	Replace current Town-wide phone system with a new VOIP system
PROJECT JUSTIFICATION:	Supports Town General Plan and Strategic Plan objectives
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Replace Permitting/Land Management Software
DEPARTMENT:	Information Technology
FY 13-14 PROJECT COST:	$200,000
PRIMARY FUNDING:	General Fund
ADDITIONAL FUNDING:	Water Utility Fund; Stormwater Utility Fund
PROJECT DESCRIPTION:	Upgrade and/or replace nearly 14 year-old existing permitting software
PROJECT JUSTIFICATION:	Supports Town Strategic Plan objectives
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 30,000
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Ramada at Steam Pump Ranch
DEPARTMENT:	Parks, Recreation & Cultural Resources
FY 13-14 PROJECT COST:	$70,000
PRIMARY FUNDING:	General Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Install 200' x 40' open-air ramada for Steam Pump Ranch events
PROJECT JUSTIFICATION:	Supports Town Strategic Plan objectives
ANNUAL OPERATING IMPACT:	
Operating Revenue	Potential additional revenue from new events
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Naranja Park Master Plan Update
DEPARTMENT:	Parks, Recreation & Cultural Resources
FY 13-14 PROJECT COST:	$40,000
PRIMARY FUNDING:	General Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Update the Naranja Park Master Plan and Programming & Concept Design Report
PROJECT JUSTIFICATION:	Supports Town Strategic Plan objectives
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Property and ID Building
DEPARTMENT:	Police
FY 13-14 PROJECT COST:	$350,000
PRIMARY FUNDING:	General Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Plan and construct property and ID building
PROJECT JUSTIFICATION:	Compliance with ADOSH and OSHA standards and mitigation of staff safety hazards
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 15,000
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Security Upgrades (Cameras)
DEPARTMENT:	Town-wide
FY 13-14 PROJECT COST:	$50,000
PRIMARY FUNDING:	General Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Installation of cameras and equipment to monitor Town buildings and parking lots
PROJECT JUSTIFICATION:	Supports Town Strategic Plan objectives
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 1,000
Operating Savings	$ -

PROJECT TITLE:	Oro Valley Surface Treatments
DEPARTMENT:	Development and Infrastructure Services, Street Division
FY 13-14 PROJECT COST:	$1,000,000
PRIMARY FUNDING:	Highway Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Pavement preservation and surface treatments of Oro Valley streets and roads
PROJECT JUSTIFICATION:	Preserves the existing Town infrastructure and extends street/road lifespan
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	Varies depending on pavement preservation application type

PROJECT TITLE:	Crack Seal Unit Replacement with Auto Feed
DEPARTMENT:	Development and Infrastructure Services, Street Division
FY 13-14 PROJECT COST:	$85,000
PRIMARY FUNDING:	Highway Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Replace 25 year-old crack seal unit with new crack seal unit with auto feed
PROJECT JUSTIFICATION:	Increase efficiency and effectiveness in crack sealing of town roadways
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 16,800
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Lambert Lane Widening (La Canada to Pusch View Lane) - Rollover Project
DEPARTMENT:	Development and Infrastructure Services
FY 13-14 PROJECT COST:	$1,200,000
PRIMARY FUNDING:	Pima Association of Governments Regional Funds
ADDITIONAL FUNDING:	Impact Fees
PROJECT DESCRIPTION:	Widen Lambert Lane between La Canada and Pusch View Lane to 4 lanes
PROJECT JUSTIFICATION:	Per Transportation Improvement Program as set by PAG
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	CDO Shared Use Path - Final Phase
DEPARTMENT:	Development and Infrastructure Services
FY 13-14 PROJECT COST:	$1,180,000
PRIMARY FUNDING:	Regional Transportation Authority (RTA) Funds
ADDITIONAL FUNDING:	Federal Transportation Enhancement Grant
PROJECT DESCRIPTION:	Construct new 12' linear trail along CDO multi-use path
PROJECT JUSTIFICATION:	Per Transportation Improvement Program as set by PAG
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Rancho Vistoso Blvd and Woodburne Ave Safety Study
DEPARTMENT:	Development and Infrastructure Services
FY 13-14 PROJECT COST:	$50,000
PRIMARY FUNDING:	Pima Association of Governments Regional Funds
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Safety study of the Rancho Vistoso and Woodburne Ave intersection
PROJECT JUSTIFICATION:	Per Transportation Improvement Program as set by PAG
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Rancho Vistoso and Vistoso Highlands Traffic Signal
DEPARTMENT:	Development and Infrastructure Services
FY 13-14 PROJECT COST:	$700,000
PRIMARY FUNDING:	Regional Transportation Authority (RTA) Funds
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Construct a traffic signal at Rancho Vistoso and Vistoso Highlands Drive
PROJECT JUSTIFICATION:	Per Transportation Improvement Program as set by PAG
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Sidewalk - Vistoso Highlands to West Morning Vista Drive
DEPARTMENT:	Development and Infrastructure Services
FY 13-14 PROJECT COST:	$150,000
PRIMARY FUNDING:	Regional Transportation Authority (RTA) Funds
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Construct a six-foot sidewalk from Vistoso Highlands to West Morning Vista Drive
PROJECT JUSTIFICATION:	Per Transportation Improvement Program as set by PAG
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Naranja Drive from La Cholla to Shannon
DEPARTMENT:	Development and Infrastructure Services
FY 13-14 PROJECT COST:	$100,000 (Design)
PRIMARY FUNDING:	Pima Association of Governments Regional Funds (Construction)
ADDITIONAL FUNDING:	Roadway Impact Fees
PROJECT DESCRIPTION:	Design the widening of Naranja Drive including drainage facilities, sidewalk, and multi-use path from La Cholla Blvd to Shannon Rd
PROJECT JUSTIFICATION:	Per Transportation Improvement Program as set by PAG
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	AMI Meter Replacement
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$1,300,000
PRIMARY FUNDING:	Water Infrastructure Finance Authority (WIFA) Loan
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Townwide replacement of aging meters to Automated Meter Infrastructure technology
PROJECT JUSTIFICATION:	Current meters inefficient and under registering
ANNUAL OPERATING IMPACT:	
Operating Revenue	Additional revenue anticipated due to increased accuracy in meter reading
Operating Costs	$ -
Operating Savings	Potential savings in vehicle fuel and repair costs

PROJECT TITLE:	Tangerine Hills - New Hydrant and Valve Replacement - Rollover Project
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$200,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Install new fire hydrants and replace valves
PROJECT JUSTIFICATION:	Provide fire protection and replace non operating valves
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	East Lambert Lane 16 inch Main Relocation - Rollover Project
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$50,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Relocate existing water main - Autumn Hills to First Avenue
PROJECT JUSTIFICATION:	To accommodate Public Works Road Improvement Project
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 1,000
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Well Meter Replacement
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$60,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Install electronic strap on flow meters at 10 wells
PROJECT JUSTIFICATION:	Reduce maintenance cost and increase meter accuracy
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 500
Operating Savings	$ -

PROJECT TITLE:	High Mesa Control Valve and Flow Meter - Rollover Project
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$10,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Install control valve actuator and new flow meter
PROJECT JUSTIFICATION:	To balance water system E-Zone loading
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 500
Operating Savings	$ -

PROJECT TITLE:	Reclaimed Reservoir Retention Basin Liner
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$75,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Line retention basin liner with geo-membrane
PROJECT JUSTIFICATION:	Allows operational continuation of reservoir facility without interruption
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 500
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Reclaimed Reservoir Vault Modification
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$85,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Construct partial concrete vault lid to accommodate turning radius for chlorine supply truck
PROJECT JUSTIFICATION:	Reduces risk of accidents from large trucks entering and exiting reservoir site
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Energy Efficiency Booster Upgrades
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$150,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Install high efficient electric motors, controls and instruments at various booster pump locations
PROJECT JUSTIFICATION:	Improve energy efficiency and system reliability
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ 2,000

PROJECT TITLE:	Pusch Ridge Interconnect
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$50,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Interconnect Pressure Zone "E" and "D"
PROJECT JUSTIFICATION:	Improve system reliability
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Replace Security Wall at CS-2 Countryside
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$80,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Remove existing chain link and construct new masonry stucco wall with security pickets
PROJECT JUSTIFICATION:	Improve security and safety at well site
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Well E-8 Rehabilitation
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$100,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Rehabilitate well - open well screening to increase production
PROJECT JUSTIFICATION:	Increase and improve water supply
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Naranja Shannon to La Cholla Main Relocation
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$75,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Relocation of existing water main in coordination with roadway improvements
PROJECT JUSTIFICATION:	Delivery of safe and reliable water supply to all water utility customers
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Main Valve Replacements
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$50,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Replace existing valves at various locations throughout the water delivery system
PROJECT JUSTIFICATION:	Improve system reliability
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Water Meters - for New Meter Installations
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$50,000
PRIMARY FUNDING:	Water Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Provide new water meters for residential and commercial growth
PROJECT JUSTIFICATION:	Provide metered water service, deliver safe and reliable water supply
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	12-Inch Main Extension to serve Naranja Park
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$350,000
PRIMARY FUNDING:	Alternative Water Resources Development Impact Fee Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Extend reclaimed water system to serve Naranja Park
PROJECT JUSTIFICATION:	Reduce reliance on groundwater
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 100
Operating Savings	$ -

Project Descriptions

PROJECT TITLE:	Reclaimed Reservoir Booster Pump Addition
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$40,000
PRIMARY FUNDING:	Alternative Water Resources Development Impact Fee Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Install new pumping unit
PROJECT JUSTIFICATION:	Reduce reliance on groundwater
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ 250
Operating Savings	$ -

PROJECT TITLE:	Wheeling Tucson Water CAP Oracle Road 500 AFY
DEPARTMENT:	Water
FY 13-14 PROJECT COST:	$400,000
PRIMARY FUNDING:	Alternative Water Resources Development Impact Fee Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Wheel Central Arizona Project water through the Tucson Water System
PROJECT JUSTIFICATION:	Improve water source reliability and redundancy, fire flow
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

PROJECT TITLE:	Northern Avenue Drainage Improvements
DEPARTMENT:	Development and Infrastructure Services, Operations Division
FY 13-14 PROJECT COST:	$550,000
PRIMARY FUNDING:	Stormwater Utility Fund
ADDITIONAL FUNDING:	None
PROJECT DESCRIPTION:	Drainage improvements at Northern Avenue
PROJECT JUSTIFICATION:	Improvements will provide increased channel capacity
ANNUAL OPERATING IMPACT:	
Operating Revenue	$ -
Operating Costs	$ -
Operating Savings	$ -

CAPITAL IMPROVEMENT PROGRAM

Project Name	Fund	Department	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL $
TRAPEZE Software Drivers Mate - MDCs (RTA)	General Fund	DIS-Transit	$ 55,000															55,000
MOC Renovation - Fueling Facility & Employee Security	General Fund	DIS-Transit		$ 78,000	$ 94,000													172,000
Replacement Phone System: On Premise	General Fund	IT	$ 50,000	$ 150,000														200,000
Replace Permitting/Land Management Software	General Fund	IT	$ 150,000	$ 240,000														390,000
Exchange Server Replacement	General Fund	IT		$ 70,000						$ 80,000						$ 80,000		230,000
Server Operating System Upgrade	General Fund	IT		$ 40,000							$ 80,000						$ 80,000	200,000
Replace Phone System	General Fund	IT									$ 300,000							300,000
Replace Network Infrastructure Hardware	General Fund	IT									$ 150,000							150,000
Replace Network Infrastructure Cabling	General Fund	IT								$ 100,000								100,000
Virtual Server Host System Replacement	General Fund	IT				$ 60,000						$ 60,000						120,000
Undergrounding TEP Lines	General Fund	Legal						$ 5,000,000										5,000,000
New Court/Prosecution Building	General Fund	Legal									$ 3,500,000							3,500,000
Courtroom Remodel and Bench Redesign	General Fund	Court			$ 50,000	$ 50,000												100,000
Ramada at Steam Pump Ranch	General Fund	Parks & Rec	$ 70,000															70,000
New Restroom at Naranja Park	General Fund	Parks & Rec			$ 200,000													200,000
Mobile Stage	General Fund	Parks & Rec							$ 120,000									120,000
Naranja Park Master Plan Update	General Fund	Parks & Rec	$ 40,000	$ 40,000														80,000
Parks & Recreation Master Plan	General Fund	Parks & Rec		$ 110,000														110,000
Resurface & Relandscape Parking Lot at Honeybee Park	General Fund	Parks & Rec										$ 50,000						50,000
Renovate Racquetball Courts at JDK Park	General Fund	Parks & Rec									$ 250,000							250,000
Upgrade Playground Equipment at Riverfront Park	General Fund	Parks & Rec								$ 200,000								200,000
Upgrade Playground Equipment at JDK Park	General Fund	Parks & Rec							$ 250,000									250,000
Town Hall Parking Lot Landscaping	General Fund	Parks & Rec						$ 50,000										50,000
Trailhead, Parking Lot, and Restrooms at Tortolita Trail	General Fund	Parks & Rec						$ 500,000										500,000
Honeybee Canyon Park Upgrades	General Fund	Parks & Rec				$ 250,000												250,000
New Ramada at JDK Park	General Fund	Parks & Rec				$ 250,000												250,000
JDK Park Upgrades	General Fund	Parks & Rec			$ 2,000,000													2,000,000
New Small Dog Park at JDK Park	General Fund	Parks & Rec		$ 50,000														50,000
New Dog Park at CDO Riverfront Park	General Fund	Parks & Rec		$ 150,000														150,000
Renovate Soccer fields at Riverfront Park	General Fund	Parks & Rec		$ 100,000														100,000
Sun City Substation	General Fund	Police		$ 200,000														200,000
Property and ID Building	General Fund	Police	$ 350,000															350,000
HVAC Replacement	General Fund	Police		$ 75,000														75,000
Substation and Training Facility	General Fund	Police															$ 3,170,000	3,170,000
Replace Command Post	General Fund	Police							$ 200,000									200,000
Expand Communications Infrastructure	General Fund	Police										$ 200,000						200,000
South Substation	General Fund	Police					$ 1,135,000											1,135,000
New Substation and Training Facility at MOC	General Fund	Police										$ 3,170,000						3,170,000
Electronic Document Management System (EDMS)	General Fund	Town Clerk		$ 112,000														112,000
Security Upgrades (Cameras)	General Fund	Town-Wide	$ 50,000	$ 50,000														100,000
TOTAL GENERAL FUND			**$ 765,000**	**$ 1,465,000**	**$ 2,344,000**	**$ 610,000**	**$ 1,135,000**	**$ 5,550,000**	**$ 570,000**	**$ 380,000**	**$ 4,280,000**	**$ 3,480,000**	**$ -**	**$ -**	**$ -**	**$ 80,000**	**$ 3,250,000**	**$ 23,909,000**
Crack Seal Unit Replacement with Auto Feed	Highway Fund	DIS-Streets	$ 85,000							$ 90,000					$ 100,000			275,000
4X4 Extended Backhoe	Highway Fund	DIS-Streets			$ 125,000													125,000
Purchase New Skidsteer (Bobcat) with Attachments	Highway Fund	DIS-Streets				$ 65,000												65,000
Purchase Truck Tractor & Low Boy Equipment Hauler	Highway Fund	DIS-Streets						$ 175,000										175,000
Purchase a 4000 gallon water truck	Highway Fund	DIS-Streets							$ 110,000									110,000
Purchase 10 ton smooth drum roller	Highway Fund	DIS-Streets								$ 80,000								80,000
Purchase a New Rubber Tire Pneumatic Roller	Highway Fund	DIS-Streets									$ 80,000							80,000
Purchase a Smaller Asphalt Laydown Machine	Highway Fund	DIS-Streets									$ 125,000							125,000
Purchase a 10 Wheel End Dump Truck	Highway Fund	DIS-Streets							$ 125,000			$ 125,000	$ 135,000					385,000
Purchase a New Motor Grader	Highway Fund	DIS-Streets														$ 300,000		300,000
Pavement Management	Highway Fund	DIS	$ 1,000,000	$ 1,100,000	$ 1,300,000	$ 1,000,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	$ 1,200,000	17,600,000
Upgrade CarteGraph to Enterprise License	Highway Fund	DIS		$ 85,000														85,000
TOTAL HIGHWAY FUND			**$ 1,085,000**	**$ 1,185,000**	**$ 1,425,000**	**$ 1,065,000**	**$ 1,200,000**	**$ 1,375,000**	**$ 1,435,000**	**$ 1,370,000**	**$ 1,405,000**	**$ 1,325,000**	**$ 1,335,000**	**$ 1,200,000**	**$ 1,300,000**	**$ 1,500,000**	**$ 1,200,000**	**$ 19,405,000**
Rancho Vistoso and Vistoso Highlands Traffic Signal	TWRDIF Fund	DIS-Engineering	$ 700,000															700,000
Sidewalk - Vistoso Highlands to W. Morning Vista Dr.	TWRDIF Fund	DIS-Engineering	$ 150,000															150,000
Lambert Lane - Pusch View Ln to La Canada - Rollover	TWRDIF Fund	DIS-Engineering	$ 1,200,000															1,200,000
CDO Shared Use Path - 1st Ave to Steam Pump Village	TWRDIF Fund	DIS-Engineering	$ 1,180,000															1,180,000
Rancho Vistosto Blvd and Woodburne Ave Safety Study	TWRDIF Fund	DIS-Engineering	$ 50,000															50,000
Lambert Lane from La Canada to Rancho Sonora	TWRDIF Fund	DIS-Engineering			$ 4,700,000													4,700,000
Naranja Drive from La Cholla to Shannon	TWRDIF Fund	DIS-Engineering	$ 100,000	$ 4,187,000														4,287,000
Tangerine Road from La Canada Drive to Shannon Rd	TWRDIF Fund	DIS-Engineering				$ 19,896,770												19,896,770
TOTAL ROADWAY DEV IMPACT FEE FUND			**$ 3,380,000**	**$ 4,187,000**	**$ 4,700,000**	**$ 19,896,770**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 32,163,770**
SP Ranch - Cont. Restoration, Preservation & Rehab	SPR Fund	Parks & Rec			$ 4,010,000													4,010,000
New Park at Naranja Park site	Naranja Fund	Parks & Rec												$ 5,000,000	$ 5,000,000	$ 5,000,000	$ 5,000,000	20,000,000

CAPITAL IMPROVEMENT PROGRAM

Project Name	Fund	Department	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL $
WATER UTILITY FUND:																		
Existing System Improvements																		
Reclaimed Reservoir Retention Basin Liner	Water Utility	Water	$ 75,000															75,000
Reclaimed Reservoir Vault Modification	Water Utility	Water	$ 85,000															85,000
E. Lambert Lane 16" Main - Rollover	Water Utility	Water	$ 50,000															50,000
AMI & Meter Replacement - Phases 2, 3, 4 & 5	Water Utility	Water	$ 1,300,000	$ 900,000	$ 800,000	$ 1,500,000												4,500,000
Energy Efficiency Booster Upgrades	Water Utility	Water	$ 150,000	$ 200,000	$ 200,000	$ 200,000												750,000
Replacement Phone System: On Premise	Water Utility	Water	$ 100,000															100,000
Well Meter Replacement	Water Utility	Water	$ 60,000															60,000
Pusch Ridge Interconnect	Water Utility	Water	$ 50,000															50,000
Replace Security Wall at CS-2 Countryside	Water Utility	Water	$ 80,000															80,000
Well E-8 Rehabilitation	Water Utility	Water	$ 100,000															100,000
High Mesa Control Valve and Flow Meter - Rollover	Water Utility	Water	$ 10,000															10,000
Naranja Shannon to La Cholla Main Relocation	Water Utility	Water	$ 75,000															75,000
Tangerine Hills - New Hydrants & Valve Replace - Rollove	Water Utility	Water	$ 200,000															200,000
Main Valve Replacements	Water Utility	Water	$ 50,000	$ 50,000	$ 50,000	$ 50,000												200,000
Water Meters - for new meter installations	Water Utility	Water	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	750,000
Replace Permitting/Land Management Software	Water Utility	Water	$ 40,000															40,000
Steam Pump Well Drilling & Equipping	Water Utility	Water		$ 650,000	$ 1,000,000													1,650,000
6-Inch Pressure Reducing Valve Cliff Dweller	Water Utility	Water		$ 60,000														60,000
Construction Equipment - Backhoe	Water Utility	Water		$ 120,000														120,000
Scada Legacy Replacement	Water Utility	Water		$ 50,000				$ 100,000					$ 100,000					250,000
Security Wall at Well C-8	Water Utility	Water		$ 100,000														100,000
Naranja Shannon to La Cholla Main Relocation	Water Utility	Water		$ 250,000														250,000
W. Lambert Lane Main Relocation (DIS)	Water Utility	Water		$ 75,000	$ 350,000													425,000
System Connection Upgrades	Water Utility	Water			$ 200,000		$ 200,000		$ 200,000		$ 200,000							800,000
Rancho Verde Hydrants	Water Utility	Water			$ 200,000													200,000
Relocate 3 PRVs in OV Area	Water Utility	Water			$ 100,000													100,000
Tangerine Shannon La Canada Main Relocation	Water Utility	Water			$ 100,000	$ 300,000												400,000
CS1 to CS2 12-Inch Main Replacement	Water Utility	Water			$ 150,000	$ 500,000												650,000
Reclaimed Reservoir Booster Pump & Motor Replace	Water Utility	Water				$ 200,000												200,000
Access Rd and Security Wall at Well D-6	Water Utility	Water				$ 100,000												100,000
Replace Well Pumps	Water Utility	Water				$ 100,000		$ 100,000		$ 100,000		$ 100,000		$ 100,000		$ 100,000		600,000
Deer Run PRV Booster Station	Water Utility	Water				$ 40,000												40,000
Well E2 Upgrade	Water Utility	Water				$ 100,000												100,000
El Con Storage Operational Improvements	Water Utility	Water					$ 250,000	$ 500,000										750,000
El Con Patio Homes Main Replacement	Water Utility	Water					$ 100,000	$ 1,300,000										1,400,000
El Con Booster Station Upgrades	Water Utility	Water						$ 250,000										250,000
Scada Servers and Monitors	Water Utility	Water						$ 50,000					$ 50,000					100,000
Security Walls	Water Utility	Water						$ 75,000					$ 100,000				$ 100,000	275,000
Golf Course Metering Stations Modifications	Water Utility	Water						$ 50,000										50,000
Replace Crimson Canyon Booster Station	Water Utility	Water						$ 250,000	$ 750,000									1,000,000
El Con Tennis La Canada Main Replacement	Water Utility	Water							$ 600,000									600,000
High Mesa E and F Zone Booster Station	Water Utility	Water							$ 200,000	$ 1,000,000								1,200,000
Replacement Wells	Water Utility	Water								$ 600,000	$ 900,000					$ 700,000	$ 1,000,000	3,200,000
La Cholla - Lambert to Tangerine Main Relocation (RTA)	Water Utility	Water								$ 100,000	$ 1,000,000							1,100,000
Linda Vista Citrus Tracts	Water Utility	Water								$ 250,000	$ 250,000	$ 250,000						750,000
Instrumentation Replacement	Water Utility	Water									$ 250,000							250,000
Well Meter Replacement - All Well Sites	Water Utility	Water									$ 200,000							200,000
Deer Run D and E Zone Booster Station	Water Utility	Water										$ 200,000	$ 1,300,000					1,500,000
Pusch Ridge Main Replacement	Water Utility	Water											$ 500,000	$ 500,000				1,000,000
Monte Del Oro Main Replacement	Water Utility	Water												$ 600,000	$ 600,000			1,200,000
Rancho Verde Main Replacement	Water Utility	Water														$ 800,000	$ 800,000	1,600,000
Rancho Felix Main Replacement	Water Utility	Water															$ 800,000	800,000
TOTAL WATER UTILITY FUND			**$ 2,475,000**	**$ 2,505,000**	**$ 3,200,000**	**$ 3,140,000**	**$ 600,000**	**$ 2,725,000**	**$ 1,800,000**	**$ 2,100,000**	**$ 2,850,000**	**$ 600,000**	**$ 2,100,000**	**$ 1,250,000**	**$ 650,000**	**$ 1,650,000**	**$ 2,750,000**	**$ 30,395,000**

CAPITAL IMPROVEMENT PROGRAM

Project Name	Fund	Department	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL $
ALTERNATIVE WATER RESOURCES DIF FUND																		
Reclaimed Water Projects																		
Reclaimed Reservoir Booster Pump Addition	AWRDIF	Water	$ 40,000															40,000
12-Inch Main Extension to serve Naranja Park	AWRDIF	Water	$ 350,000															350,000
12-Inch Main Extension to serve Riverfront Park	AWRDIF	Water							$ 1,100,000									1,100,000
12-Inch Main Extension to Serve Hilton	AWRDIF	Water									$ 300,000	$ 2,900,000						3,200,000
Reclaimed Water Metering Station to Serve Hilton	AWRDIF	Water										$ 250,000						250,000
12-Inch Main Extension to Serve Pusch Ridge HS	AWRDIF	Water														$ 100,000	$ 924,000	1,024,000
12-Inch Main Extension to Serve JDK Park	AWRDIF	Water														$ 60,000	$ 462,000	522,000
Total Reclaimed Water Projects			**$ 390,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,100,000**	**$ -**	**$ 300,000**	**$ 3,150,000**	**$ -**	**$ -**	**$ -**	**$ 160,000**	**$ 1,386,000**	**$ 6,486,000**
CAP Water Projects																		
Wheeling Tucson Water CAP Oracle Road 500 AFY	AWRDIF	Water	$ 400,000															400,000
La Cholla D-E Blending Booster Station	AWRDIF	Water		$ 300,000														300,000
Wheeling Tucson Water 3000 AF/Year	AWRDIF	Water			$ 400,000	$ 400,000												800,000
Tucson Water Oasis Booster Station Upgrades	AWRDIF	Water				$ 30,000	$ 100,000											130,000
Tucson Water 12-Inch Pipe	AWRDIF	Water				$ 80,000	$ 800,000											880,000
Tucson Water 16-Inch Pipe Oasis Rd	AWRDIF	Water				$ 100,000	$ 1,000,000											1,100,000
24-Inch Pipe - Naranja La Cholla to Tangerine	AWRDIF	Water					$ 1,600,000	$ 1,200,000										2,800,000
Wheeling Tucson Water 3500 AF/Year	AWRDIF	Water						$ 400,000	$ 400,000									800,000
Tucson Water Naranja Booster Station Upgrades	AWRDIF	Water						$ 1,200,000										1,200,000
E to C PRV Naranja Reservoir	AWRDIF	Water						$ 100,000										100,000
24-Inch Pipe - La Cholla/Tangerine to La Canada	AWRDIF	Water								$ 2,500,000								2,500,000
Big Wash D-E Booster Station	AWRDIF	Water									$ 800,000							800,000
Inlet Outlet Modifications at Allied Signal Reservoir	AWRDIF	Water									$ 50,000							50,000
Steam Pump C-D Booster Station	AWRDIF	Water									$ 1,200,000							1,200,000
5000 AF/Year CAP	AWRDIF	Water									$ 500,000							500,000
Lower Santa Cruz Recovery Wells (1500 AFY)	AWRDIF	Water									$ 900,000							900,000
Water Treatment R&R Chlorination	AWRDIF	Water									$ 200,000	$ 1,200,000	$ 1,000,000					2,400,000
Delivery, Storage, A to C and C to E Booster Stations	AWRDIF	Water									$ 3,000,000	$ 13,000,000	$ 10,000,000	$ 10,000,000				36,000,000
16-Inch Main Tangerine/La Canada to 1st Ave	AWRDIF	Water										$ 1,500,000	$ 700,000					2,200,000
PRV Feed to E Zone Tangerine/La Canada	AWRDIF	Water										$ 50,000						50,000
PRV Feed to E Zone Tangerine and 1st Ave	AWRDIF	Water										$ 50,000						50,000
3 Recovery Wells and Delivery to Water Treatment Plant	AWRDIF	Water										$ 4,000,000	$ 5,000,000					9,000,000
E-F Zone Booster Station La Canada Reservoir	AWRDIF	Water											$ 1,400,000					1,400,000
7 Recovery Wells	AWRDIF	Water													$ 500,000	$ 500,000	$ 5,000,000	6,000,000
16-Inch Main Naranja/La Cholla to Reservoir	AWRDIF	Water														$ 300,000	$ 2,000,000	2,300,000
Concentrate Management CAP Water	AWRDIF	Water														$ 3,000,000	$ 10,000,000	13,000,000
Water Treatment and Reverse Osmosis	AWRDIF	Water														$ 1,000,000	$ 5,000,000	6,000,000
Total CAP Water Projects			**$ 400,000**	**$ 300,000**	**$ 400,000**	**$ 610,000**	**$ 3,500,000**	**$ 2,900,000**	**$ 400,000**	**$ 2,500,000**	**$ 6,650,000**	**$ 19,800,000**	**$ 18,100,000**	**$ 10,000,000**	**$ 500,000**	**$ 4,800,000**	**$ 22,000,000**	**$ 92,860,000**
TOTAL ALT WATER RESOURCE DEV IMP FEE FUND			**$ 790,000**	**$ 300,000**	**$ 400,000**	**$ 610,000**	**$ 3,500,000**	**$ 2,900,000**	**$ 1,500,000**	**$ 2,500,000**	**$ 6,950,000**	**$ 22,950,000**	**$ 18,100,000**	**$ 10,000,000**	**$ 500,000**	**$ 4,960,000**	**$ 23,386,000**	**$ 99,346,000**
POTABLE WATER SYSTEM DIF FUND																		
Property Acquistion C or E Zone Reservoir	PWSDIF	Water							$ 200,000									200,000
Booster Station C or E Zone	PWSDIF	Water								$ 150,000	$ 300,000							450,000
2.0 MG Reservoir C or E Zone	PWSDIF	Water								$ 300,000	$ 2,000,000	$ 1,000,000						3,300,000
New 16" Main C or E Zone Connection	PWSDIF	Water									$ 150,000	$ 1,500,000						1,650,000
Property Acquistion F Zone Reservoir (Oracle Rd)	PWSDIF	Water									$ 250,000							250,000
New 16" Main N. Oracle Rd. F Zone Connection	PWSDIF	Water										$ 300,000	$ 3,000,000					3,300,000
1.0 MG F Zone Reservoir - N. Oracle Rd.	PWSDIF	Water											$ 250,000	$ 2,500,000				2,750,000
N. Oracle Rd. F Zone Booster	PWSDIF	Water											$ 150,000	$ 600,000				750,000
New 12" H Zone Main Sun City	PWSDIF	Water													$ 150,000	$ 1,500,000		1,650,000
New 16" G Zone Main	PWSDIF	Water													$ 200,000	$ 2,000,000		2,200,000
Property Acquistion Tortolita G Zone Reservoir	PWSDIF	Water													$ 250,000			250,000
Property Acquistion Chalk Creek H Zone Reservoir	PWSDIF	Water													$ 200,000			200,000
2.0 MG Reservoir Tortolita G Zone	PWSDIF	Water														$ 250,000	$ 2,000,000	2,250,000
Booster Station G-H Zone Tortolita	PWSDIF	Water														$ 150,000	$ 400,000	550,000
0.5 MG Reservoir H Zone Chalk Creek	PWSDIF	Water														$ 150,000	$ 1,000,000	1,150,000
New 16" H Zone Main	PWSDIF	Water														$ 200,000	$ 2,000,000	2,200,000
New 16" Chalk Creek H Zone Main	PWSDIF	Water														$ 100,000	$ 1,000,000	1,100,000
TOTAL POTABLE WATER SYSTEM DIF FUND			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ 450,000**	**$ 2,700,000**	**$ 2,800,000**	**$ 3,400,000**	**$ 3,100,000**	**$ 800,000**	**$ 4,350,000**	**$ 6,400,000**	**$ 24,200,000**

CAPITAL IMPROVEMENT PROGRAM

Project Name	Fund	Department	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	TOTAL $
Northern Avenue Drainage Improvements	Stormwater	DIS-Stormwater	$ 550,000															550,000
Replace Permitting/Land Management Software	Stormwater	DIS	$ 10,000															10,000
La Cholla Bl Drainage Improvements	Stormwater	DIS-Stormwater												$ 1,500,000				1,500,000
La Cholla Bl Drainage Improvements	Stormwater	DIS-Stormwater													$ 500,000			500,000
Shannon Road Drainage Improvements	Stormwater	DIS-Stormwater														$ 700,000		700,000
Drainage Improvement Project	Stormwater	DIS-Stormwater															$ 1,500,000	1,500,000
Naranja Drainage Improvement (East of Shannon Rd)	Stormwater	DIS-Stormwater			$ 1,700,000													1,700,000
Carmack Wash Drainage Improvements	Stormwater	DIS-Stormwater				$ 1,000,000												1,000,000
Purchase a New Side Cast Broom	Stormwater	DIS-Streets										$ 100,000						100,000
Purchase a New Street Sweeper	Stormwater	DIS-Streets											$ 275,000					275,000
Moore Road Drainage Improvements	Stormwater	DIS-Stormwater						$ 800,000										800,000
Pistachio/Pomegrante Drainage Improvements	Stormwater	DIS-Stormwater							$ 150,000									150,000
Un Named Basin Mgt Study	Stormwater	DIS-Stormwater								$ 250,000								250,000
Peglar Wash Drainage Improvements	Stormwater	DIS Stormwater									$ 1,000,000							1,000,000
Purchase a New Street Sweeper	Stormwater	DIS-Streets					$ 250,000											250,000
Lambert Lane at Casas Entrance drainage improvements	Stormwater	DIS Stormwater					$ 600,000											600,000
4.5 CY Wheel Loader	Stormwater	DIS-Streets		$ 250,000														250,000
Purchase a 10 Wheel End Dump Truck	Stormwater	DIS-Streets				$ 110,000												110,000
TOTAL STORMWATER FUND			**$ 560,000**	**$ 250,000**	**$ 1,700,000**	**$ 1,110,000**	**$ 850,000**	**$ 800,000**	**$ 150,000**	**$ 250,000**	**$ 1,000,000**	**$ 100,000**	**$ 275,000**	**$ 1,500,000**	**$ 500,000**	**$ 700,000**	**$ 1,500,000**	**$ 11,245,000**
GRAND TOTAL ALL FUNDS			**$ 9,055,000**	**$ 9,892,000**	**$ 17,779,000**	**$ 26,431,770**	**$ 7,285,000**	**$ 13,350,000**	**$ 5,655,000**	**$ 7,050,000**	**$ 19,185,000**	**$ 31,255,000**	**$ 25,210,000**	**$ 22,050,000**	**$ 8,750,000**	**$ 18,240,000**	**$ 43,486,000**	**$ 264,673,770**

Town Council Regular Session **Item # 2. a.**

Meeting Date: 05/15/2013

Requested by: Chuck King **Submitted By:** Mike Standish, Town Clerk's Office

Department: Development Infrastructure Services

Information

SUBJECT:

RESOLUTION NO. (R)13-33, DECLARING AS PUBLIC RECORD CERTAIN DOCUMENT KNOWN AS THE 2012 TOWN OF ORO VALLEY POOL AND SPA CODE AS AMENDED

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The attached resolution allows the Town to make the 2012 Town of Oro Valley Pool and Spa Code with amendments a public record and available for public review in the Town Clerk's Office. This is the most cost effective means of meeting our legal obligations. Otherwise, State statute requires the Town to publish this document in its entirety which would cost thousands of dollars.

Resolution No. (R)13-27, declaring that certain document known as the 2012 Town of Oro Valley Pool and Spa Code was adopted by the Town Council on May 1, 2013. After the adoption of (R)13-27, staff determined that additional changes needed to be made to the Swimming Pool Code due to conformity with current editions of companion building codes adopted by the Town, construction technology, local community issues, and errors in printed codes. For these reasons, the 2012 Pool and Spa Code as amended (See Amendments Below) need to be re-adopted by the Town Council.

Chapter 1 Administration

104.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Repairs which involve only the replacement of component parts of existing work with similar materials ~~and which do not aggregate over one thousand dollars ($1,000.00) in value, excluding labor, in a twelve (12) month period~~ and do not affect any structural, electrical, mechanical or plumbing installation.
2. Prefabricated swimming pools accessory to a Group R-3 occupancies that are less than 24 inches (610 mm) deep, and do not exceed 2,500 gallons (18,925 L) capacity.

BACKGROUND OR DETAILED INFORMATION:

(R)13-33 would make the 2012 Town of Oro Valley Pool and Spa Code and amendments a public record, which is the normal accepted practice and procedure for this type of document. This methodology has been utilized for proposed adopted code editions since their inception in an effort to save the cost and burden of advertised publication.

FISCAL IMPACT:

Without adoption of this resolution by reference, the publishing costs would create a significant fiscal impact to the Town with an estimate of many thousands of dollars.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-33, declaring this document as a public record.

Attachments

(R)13-33 TOV Pool and Spa Code

2012 TOV Pool and Spa Code as Amended

RESOLUTION NO. (R)13-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT KNOWN AS THE "2012 TOWN OF ORO VALLEY POOL AND SPA CODE"

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, that certain document known as Chapter 6, Building, Article 6-5-1 entitled "Swimming Pool Code" otherwise known as the "2012 Town of Oro Valley Pool and Spa Code" as amended, three (3) copies of which are on file in the Office of the Town Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY

POOL AND SPA CODE

2012

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CHAPTER 1
ADMINISTRATION

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Pool and Spa Code* of the Town of Oro Valley, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance or use of any spa/swimming pool system except as otherwise provided for in this code. Where this code is in conflict with any other local code, ordinance, or law, the most restrictive shall govern.

101.2.1 Appendices. Wherever in this code reference is made to the appendix, the provisions in Appendix A, Diagrams and Tables shall be part of this code.

101.3 Intent. The purpose of this code is to provide minimum standards to protect the public health, safety and welfare by regulating and controlling the design, construction maintenance and energy efficiency of spas, swimming pools and associated equipment, enclosures and barriers in the Town of Oro Valley, hereinafter referred to as "the Town."

101.4 Referenced codes. Other codes listed in Sections 101.4.1 through 101.4.4 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of the *National Electrical Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the *International Fuel Gas Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code.

101.4.3 Plumbing. The provisions of the *International Plumbing Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a potable water system.

101.4.4 Mechanical. The provisions of the *International Mechanical Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation, alteration, repair and replacement of mechanical equipment, appliances, fixtures, fittings and appurtenances.

101.4.5 Property maintenance. The provisions of the *International Property Maintenance Code*, as adopted and amended by the Town of Oro Valley, shall apply to existing structures and premises; equipment and facilities; life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Energy. The provisions of the *International Energy Conservation Code*, as adopted and amended by the Town of Oro Valley, shall apply to all new and replacement equipment and appurtenances.

SECTION 102
APPLICABILITY

102.1 General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 Partial invalidity. Any provision of this code that deems to nullify any provisions of local, state, or federal law will not be considered valid.

SECTION 103
DUTIES AND POWERS OF BUILDING OFFICIAL

103.1 General. The building official as defined in Oro Valley Town Code, Section 6-6-1 is authorized to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code. The building official is authorized to engage such expert opinion as deemed necessary to assist in making qualified determinations related to unusual technical issues.

103.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the installation, alteration, demolition, repair or replacement of any spa/swimming pool, barrier, enclosure, or part thereof, to verify compliance with this code.

103.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

103.4 Inspections. The building official shall make all of the required inspections and shall also have the authority to accept reports of inspection by previously approved agencies or individuals. Reports of such inspections shall be in writing and certified by individuals deemed qualified.

103.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

103.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

103.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

103.8 Liability. The building official or any employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of duties required by this code or other pertinent law or ordinance, shall not be rendered liable personally and is relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Legal action instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties shall be defended by the jurisdiction until final termination of the proceedings. The building official or employee shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.9 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that the strict letter of this code is impractical, that the modification is in compliance with the intent and purpose of this code, and that such modification does not lessen health, accessibility, life and safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Department of Building Safety.

Requests for modification shall be appealed to the building official as follows:

1. The applicant shall file a written appeal on the form provided by the building official
2. Adequate information shall be provided by the applicant to fully describe the conditions in question
3. The appeal will be considered by the building official within a reasonable time period

SECTION 104
PERMITS

104.1 Required. Any owner or authorized agent who intends to construct, enlarge, install, alter, repair, replace, move, demolish, or change any spa/swimming pool, barrier, enclosure, or part thereof, or appurtenances thereto, in or at a building or premise shall first make application to the building official and obtain the required permit.

104.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Repairs which involve only the replacement of component parts of existing work with similar materials ~~and which do not aggregate over one thousand dollars ($1,000.00) in value, excluding labor, in a twelve (12) month period~~ and do not affect any structural, electrical, mechanical or plumbing installation.
2. Prefabricated swimming pools accessory to a Group R-3 occupancies that are less than 24 inches (610 mm) deep, and do not exceed 2,500 gallons (18,925 L) capacity.

104.2.1 Existing Installations. Any swimming pool system lawfully installed prior to the effective date of this code may have its existing use or maintenance continued if the use or maintenance is in accordance with the original design and location, and no hazard to the public health, safety, or welfare has been created by such system. The owner or their designated agent shall be responsible to maintain the spa/swimming pool system in a safe and sanitary condition.

104.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the Department of Building Safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Provide the street address or similar description that will readily identify and definitely locate the building or work proposed.
3. Indicate the use for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required by Section 105 of this code.
5. State the valuation of the proposed work.
6. Give such other data and information as required by the building official.
7. Be signed by the applicant, or the applicant's authorized agent.
8. Identify the name of the person or contractor who will perform the work.

104.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and applicable ordinances, a permit therefor shall be issued.

104.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned and shall be expired 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Requests for extension shall be made prior to expiration. An extension may not be granted if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall re-submit plans and pay a new plan review fee.

104.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors after issuance. The building official is authorized to prevent occupancy or use of a structure found to be in violation of this code or of any other ordinances of this jurisdiction.

104.5 Expiration. Permits issued shall become invalid unless the work authorized by such permit is commenced within 180 days of issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Work is considered commenced when verified by inspection. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each on unexpired permits. The extension shall be requested in writing and justifiable cause demonstrated. Before work deemed to have expired can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work; provided no changes have been made to the originally approved construction documents for such work; and provided further that such suspension or abandonment has not exceeded one year. If the permit has been expired or abandoned for a period of one year or more, the cost for renewal shall be as required for a new permit.

104.6 Suspension or revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation, or any of the provisions of this code.

104.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

SECTION 105
CONSTRUCTION DOCUMENTS

105.1 Submittal documents. Applications for permits for new construction shall be accompanied by plans and technical data as required by the building official, and in sufficient detail. Documents shall include, at a minimum, the following information:

105.1.1. Plot plan. Plot plans shall be dimensioned and drawn to 1”=20’ minimum scale. Information shall include but not be limited to the following:

1. Property lines, easements, right-of-way of record, and overhead utilities adjacent to spa/pool area or over the property.
2. Existing structures, fencing, retaining walls, irregular grades, and other relevant characteristics adjacent to the spa/pool area.
3. The proposed spa/pool shape and type, dimensioned and located to show setbacks from property lines, side yards, and clearances from existing structures adjacent to spa/pool area.
4. The proposed mechanical equipment location as to setbacks from the property lines, structures, and side yards, and any proposed equipment screening.
5. Any diving boards, slides, or other deck equipment items.
6. The proposed deck configuration showing its anticipated drainage.
7. The anticipated overall drainage of the spa/pool site.

8. The proposed or existing spa/pool barrier/enclosure.
9. Other data sufficient to show the correctness of the plan, such as the grades adjacent to walls, wall heights, gates, windows and doors along any proposed barrier/enclosure or in near proximity to any pools or spas.

105.1.2 Structural plan. Structural plans should include but not be limited to the following:

1. The type of construction.
2. The spa/pool dimensions, including the depth, surface area, and adequate cross-sections drawn to scale.
3. Computation, stress diagrams, and other data sufficient to show the correctness of the plans; including the reinforcing steel schedule and detail as applicable. Documents shall be prepared by a structural engineer registered to practice in the State of Arizona.
4. The interior finish details.
5. The spa/pool edge details.

105.1.3 Mechanical, Plumbing and Electrical plan. Mechanical plumbing and electrical plans shall include, but not be limited to, the following:

1. The volume, system flow rate in gallons per minute (gpm), and turnover in hours.
2. The type and size of filtration system and means of waste disposal.
3. The type and size of spa/pool heater, including the method of venting and the location of openings into adjacent buildings, if applicable.
4. The piping layout with all sizes shown, types of material to be used, location of the main outlet and any suction drains, surface skimmers, and inlets.
5. The rated capacity of the pump in gallons per minute (gpm), at the design head with the size and type of motor indicated and identified as to type of pump.
6. The means of adding makeup water, including location and type of backflow device.
7. The gas line size, meter location, developed length from the gas meter to gas appliances, and routing of gas lines, as applicable.
8. The size, location, and capacity of the electrical service proposed for use.
9. Circuit and conductor sizes needed to power the pool / spa, new circuit, if applicable, and panel schedule.

105.1.4 All plans and documents submitted shall be on substantial paper and shall show the name and address of the person under whose supervision the documents were prepared.

105.2 Examination of documents. The building official shall examine or cause to be examined the construction documents provided and shall ascertain by such examination whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

105.2.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work, and shall be provided for inspection by the building official.

105.3 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be submitted for review and approval.

105.4 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of time determined by the State of Arizona for records retention.

SECTION 106
FEES

106.1 Payment of fees. A permit shall not be valid until the permit and plan review fees have been paid, nor shall an amendment to a permit be released until any additional fees have been paid.

106.2 Schedule of permit fees. For pools, spas, barriers, structures, electrical, gas, mechanical, and plumbing systems, or alterations requiring a permit, a fee for each permit shall be paid in accordance with the Town of Oro Valley Building Valuation Data Schedule and Construction Permit Fee Schedule. Final building permit valuation shall be set by the building official.

106.3 Work commencing before permit issuance. Any person who commences any work on a pool, spa, barrier, structure, electrical, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. This fee shall be equal to the amount of the permit fee required by the adopted fee schedule. Payment of such fee shall not exempt an applicant from compliance with the provisions of this code or other ordinances and requirements, or from penalties prescribed by law.

106.4 Refunds. The building official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected. The building official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code and the permit has not expired. The building official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any examination of plans has been expended. The building official shall not authorize refunding of any fee paid except upon written request of the applicant.

SECTION 107
INSPECTIONS

107.1 General. All spa/swimming pool installations or alterations thereto including related equipment, piping and appliances shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval to violate any provisions of this code or of other codes or ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

107.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine, or cause to be examined, buildings, structures and sites for which an application has been filed.

107.3 Inspection requests. It shall be the duty of the person doing the work authorized by the permit, to assure that the work will withstand any test prescribed by this code before requesting an inspection. It shall be the duty of the permit holder or their duly authorized agent to notify the building official when work is ready for inspection and to provide access to and means for inspections of such work.

107.4 Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when the portion of work for which inspection is requested is incomplete, or when corrections to previously noted items have not been made. This section shall not be interpreted as requiring re-inspection fees the first time inspections requested fail to comply with the requirements of the applicable codes, but is intended to control the practice of requesting inspections before they are ready for such inspection.

Re-inspection fees may be assessed when the permit card is not conspicuously located on the work site; when the approved construction plans are not readily available for inspection; for failure to provide access on the date for which inspection is requested; for deviating from plans requiring the approval of the building official; or for failing to make corrections prior to a re-inspection.

To obtain a re-inspection, the applicant shall take the rejection notice to the Administrative Office where permits are issued and pay the fees in accordance with the fee schedule adopted by the Town of Oro Valley. The stamped receipt shall be on site with the inspection permit card for the re-inspection to occur. No additional inspection of work will be performed until the required fees have been paid.

107.5 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. Upon notification by the permit holder, the building official shall perform the requested inspection(s) and shall provide notification of the results of the inspection performed. This may consist of all, or of any portion of the inspection(s) requested. Any portion that does not comply shall be corrected and shall not be concealed until approved by the building official.

107.5.1 Filling Pool / Spa. Approval for the Final Barrier inspection is required prior to filling the pool / spa. It is a violation to fill the pool/spa prior to obtaining approval and is subject to a violation fee of $250.

107.6 Revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever issued in error, on the basis of incorrect information supplied, or where it is determined that the structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code. Written notification of such action shall be provided to the permit holder.

SECTION 108
SERVICE UTILITIES

108.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until approved by the building official.

108.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

108.3 Authority to disconnect service utilities. The building official is authorized to order disconnection of utility service to any structure or system regulated by this code and the codes referenced, where an emergency exists and it is necessary to eliminate an immediate hazard to life or property; or when connected without proper authorization. The building official shall notify the serving utility, and wherever possible the owner and/or occupant of the building, structure or service system, of the decision to disconnect prior to taking such action. If the owner or occupant of the building, structure or service system is unable to be notified prior to disconnecting, they shall be notified in writing as soon as practical thereafter.

SECTION 109
BOARD OF APPEALS

109.1 General. The Board of Appeals as defined in Oro Valley Town Code, Article 6-9, has the authority to hear and decide appeals of orders, decisions, or determinations made by the building official.

SECTION 110
VIOLATIONS

110.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish, utilize, or occupy any pool, spa, structure, or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code or of other applicable codes.

110.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, use or occupancy of a structure in violation of the provisions of this code, or of other applicable codes; or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of any illegal action or condition, and the abatement of the violation.

110.3 Prosecution of violation. If a notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy or use of the pool, spa, structure, or equipment in violation of the provisions of this code.

110.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a pool, spa, structure, or equipment in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 111
STOP WORK ORDER

111.1 Authority. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or other applicable codes, to be dangerous or unsafe, or construction or maintenance being performed without a valid permit, the building official is authorized to issue a stop work order.

111.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's agent, to the person performing the work, or posted on the site of such work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

111.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 112
UNSAFE STRUCTURES AND EQUIPMENT

112.1 Conditions. Any portion of a spa, swimming pool, or associated features, such as barriers, enclosures, and equipment, found by the building official to be unsafe or unsanitary, or otherwise dangerous to human life or the public welfare, shall be deemed an unsafe condition, and are hereby declared a nuisance.

112.2 Record. The building official shall cause a violation report to be filed on an unsafe condition. The violation report shall state the nature of the unsafe condition.

112.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specify the required repairs or improvements to be made to abate the condition; or require that the unsafe structure be demolished within a stipulated time.

112.4 Method of service. Such notice shall be deemed properly served if a copy thereof is delivered to the owner in person; received by certified or registered mail; or delivered in any other manner as allowed by law.

112.5 Remedy. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition upon receipt of an applicable building permit. If the unsafe condition is not remedied as specified by the building official, the jurisdiction shall proceed with the prosecution of the violation as delineated in Section 110 above.

CHAPTER 2
DEFINITIONS

SECTION 201
GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be constructed as specified in this chapter. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine include the masculine.

Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Merriam Webster's Collegiate Dictionary, 11th edition shall be considered as providing ordinarily accepted meanings.

SECTION 202
DEFINITIONS

ABRASION HAZARD. A sharp or rough surface that would scrape the skin upon casual contact.

ACCESSIBLE. Easily exposed for inspection and the replacement of materials and/or parts with the use of simple tools such as a screwdriver, pliers or wrench.

AIR INDUCTION SYSTEM. A system activated by a separate air power unit whereby air is induced into hollow ducting built into or affixed on a spa/swimming pool floor, bench or other location.

APPURTENANCE. A subordinate part or accessory object.

APPROVED. Deemed as acceptable by the building official.

BACKWASH. The process of thoroughly cleaning the filter medium and/or elements by the reverse flow of water.

BACKWASH CYCLE. The time required to thoroughly backwash the filter medium and/or elements and the contents of the filter vessel.

BACKWASH PIPING. The pipe or hose going from the backwash outlet of a filter system to a point of disposal.

BACKWASH RATE. The rate of flow of water through a filter during the backwash cycle, normally expressed in U.S. gallons per minute per square foot of effective filter area.

BARRIER. An object or structure which separates a swimming pool or spa from a building.

BATHER/SWIMMER. Any person using a spa/pool and adjoining deck area for the purpose of related recreational activities.

BEGINNERS AREA. Water area in pools which is three (3) feet or less in depth.

BROMINATOR. A device to apply or to deliver a bromine disinfectant to water at a controlled rate.

BROMINE. A chemical element that exists as a liquid in its elemental form or as a part of a chemical compound which is an oxidant and biological agent used to disinfect pool water.

CARTRIDGE. A replaceable porous element, used as a filtering medium.

DEPTH-TYPE CARTRIDGE. A filter cartridge with a medium relying on penetration of particles into the medium for removal, which provides adequate holding capacity for such particles.

SURFACE-TYPE CARTRIDGE. A filter cartridge with a medium relying on retention of particles on the surface of the cartridge.

CASUAL CONTACT. Contact of any human body part occurring by normal use.

CHEMICAL FEEDER. A device for applying chemicals to pool/spa water.

CHLORINE. A chemical element that exists as a gas in its elemental form or as a part of a chemical compound which is an oxidant and biological agent used in pool water disinfection.

CHLORINE GENERATOR. Equipment that generates chlorine, hypochlorous acid, or hypochlorite on site for disinfection and oxidation of water contaminants.

COVE. The radius between the wall and the floor of a pool or spa.

COVER, POOL/SPA SAFETY. A cover that uses an electric motor to open and close a retractable barrier over the entire water surface.

COVER, SECURABLE SPA. A cover that completely covers the spa, and is equipped with hardware that requires special tools such as keys or an Allen wrench for removal.

DECK. The area immediately adjacent to a spa/pool that is specifically constructed or installed for use by bathers.

DECK, ABOVE GROUND. Any structure that is on top or adjacent to the outer edges of the spa/pool that is elevated, and is specifically constructed or installed for the use of bathers.
DEEP AREA. The portion of a pool having water depths in excess of five (5) feet.

DISINFECTANT. The application of energy or chemicals to kill undesirable or pathogenic (disease-causing) organisms.

DIVING EQUIPMENT, COMPETITIVE. Equipment that shall include diving boards and fulcrum-setting diving stands intended to provide adjustment for competitive diving.

DIVING UNIT. Any permanently installed natural or man made object used for the purpose of diving or jumping into the water and is further defined as follows:

> **DIVING BOARD**. A recreational mechanism for entering a swimming pool, consisting of a semi rigid board that derives its elasticity through the use of a fulcrum mounted below the board.
>
> **DIVING EQUIPMENT, MANUFACTURED**. Equipment that shall include diving boards, jump boards, spring boards and starting platforms. Architectural features such as decorative rocks and elevated bond beams are not considered to be manufactured diving equipment.
>
> **JUMP BOARD**. A recreational mechanism that has a coil spring, leaf spring or comparable device located beneath the board which is activated by the force exerted by jumping on the board.

EDGE GUARDS. Shields designed to cover sharp edges in above-ground swimming pools.

EFFECTIVE FILTER AREA. The total surface area through which the designed flow rate will be maintained during filtration.

> **PERMANENT MEDIUM TYPE FILTER SURFACE.** The filter surface that is perpendicular to the direction of flow.
>
> **CARTRIDGE TYPE FILTER SURFACE**. The cartridge area exposed to the direct flow of water. This excludes cartridge ends, seals, supports and other areas where flow is restricted.

ENCLOSURE. An object or structure which surrounds a swimming pool. An enclosure may also serve as a barrier.

EXISTING POOL/SPA. A spa or pool in existence or for which a lawful permit to construct has been obtained and construction commenced on or before the effective date of this code.

FACTOR OF SAFETY. The ultimate load divided by the safe load or the ultimate strength divided by the allowable stress.

FILTER. A device that removes particles from water by re-circulating the water through a filter medium or element.

> **FILTER AID**. A type of finely divided medium used to coat a septum type filter, usually diatomaceous earth, processed perlite or similar material.
>
> **PERMANENT MEDIUM FILTER**. A filter that utilizes a medium, such as sand, that under normal use will not have to be replaced.
>
> **DIATOMACEOUS EARTH FILTER**. A filter that utilizes a thin coating of diatomaceous earth over a porous fabric as its filter medium, that must be replaced periodically.
>
> **CARTRIDGE FILTER**. A filter that utilizes a porous element that acts as a filter medium.

FILTER CYCLE. The operating time between cleaning and/or backwash cycles.

FILTER ELEMENT. A device within a filter tank designed to trap solids and conduct water to a manifold, collection header, pipe, or similar conduit and return it to the pool. A filter element usually consists of a septum and septum support, or a cartridge.

FILTER MEDIUM. A finely graded material such as sand, diatomaceous earth, polyester fabric, or anthracite, that removes filterable particles from a pump section.

FILTER, PRESSURE-TYPE. A filter that operates under pressure generated by a pump.

FILTER, VACUUM (OR SUCTION). A filter that operates under a vacuum from the suction of a pump.

FILTRATION FLOW. The design rate of flow, in gallons per minute (gpm) or gallons per hour (gph) through the filter system with a new, clean filter medium.

FILTRATION RATE. The rate of filtration of water through a filter during the filter cycle expressed in gallons per minute, per square foot of effective filter area.

FLOOR. The bottom surface of a spa/pool ranging from a horizontal plane up to a maximum of a forty five (45) degree slope.

FOOTHOLD/HANDHOLD. A protrusion or indention with any portion one and one-half inches (1-1/2”) or greater from the vertical surface of a barrier or enclosure; having openings where a sphere of one and one-half inches (1-1/2”) in diameter can penetrate to a depth greater than one and one-half inches (1-1/2”) from the vertical surface.

GATE. A removable framework or solid structure that swings, hinges, or slides horizontally, to control exit or entrance through a fence or wall.

GATE, DOUBLE. A gate with two panels, one of which is normally active, and the other of which is normally fixed.

HANDRAIL/GRABRAIL. A device that can be gripped by a bather for the purpose of resting or steadying, which is typically located within or without the spa/pool or as part of a set of steps or deck-installed equipment.

HEALTH DEPARTMENT. Pima County or Arizona State Department of Health.

HOT TUB. A spa constructed of wood with sides and bottom formed separately, which joins together by pressure from the surrounding hoops, bands or rods.

HYDROJET. A fitting that blends air with water to create a high velocity, turbulent stream of air-enriched water.

HYDROTHERAPY SPA OR HOT TUB. A unit intended for therapeutic use which is not required to be drained, cleaned or refilled for each individual. It may include hydro jet circulation, hot water, cold water mineral baths, air induction bubbles, or any combination thereof. Industry terms include, “therapeutic pool”, “hydrotherapy pool”, “whirlpool”, “hot spa”, etc. NSPI standards exclude facilities used or under the direct supervision and control of licensed medical personnel.

INLET, RETURN. The aperture or fitting through which water under positive pressure return(s) to the pool.

JUMP BOARD. A recreational mechanism that has a coil spring, leaf spring, or comparable device located beneath the board, which is activated by the force exerted in jumping on the board.

LADDER. A series of vertically separated treads or rungs connected by vertical rail members independently connected to a pool wall.

DECK LADDER. A ladder which provides access to the deck from outside the pool.

IN-POOL LADDER. A ladder which provides ingress and egress to a pool from the deck area.

LIMITED ACCESS LADDER. A ladder designed to restrict entry when a pool is not in use
PORTABLE LADDER. A ladder that is intended to be removed simply and by other than mechanical means when a pool is not in use.

LIFEGUARD. A person expert and certified to perform rescue and resuscitation.

LINER. A membrane that acts as a container for the water.

LOWER DISTRIBUTION SYSTEM (UNDER DRAIN). Used in the bottom of a permanent media filter to collect water uniformly during filtering, and which distributes backwash uniformly during backwashing.

MAKE-UP WATER. Fresh water used to fill or refill the pool. (See also SOURCE WATER).

NEW POOL CONSTRUCTION. The activity of building or installing a pool structure and its component parts, where no such structure has previously existed.

NON-SWIMMING AREA. Any portion of a pool where water depth, offset ledges, swim outs, or other irregularities which would prevent normal swimming activities.

OUTLET, SUCTION. The aperture or fitting through which water under negative pressure is drawn from a pool or spa.

OVERFLOW SYSTEM. A system that removes pool surface water through the use of overflows, surface skimmers, and surface water collection systems.

OZONE EQUIPMENT, LOW OUTPUT GENERATING. Units which produce ozone in air at a concentration of less than five hundred (500) parts per million (ppm).

PINCHING HAZARD. Any configuration of components which would pinch or entrap the fingers or toes of a child or adult.

POOL, DIVING. A pool dimensionally designed as suitable for use with diving equipment.

POOL, PERMANENTLY INSTALLED. A pool that is constructed in the ground or in a building in a manner that it cannot be disassembled.

ABOVE GROUND POOL. A pool that has a constant depth of more than twenty four inches (24”), or holds more than twenty five hundred (2500) gallons of water, or has a water surface area in excess of one hundred fifty (150) square feet, installed entirely above ground. For the purpose of the National Electric Code, see also NEC Article 680 and the definition of Storable Swimming or Wading Pools.

IN-GROUND SWIMMING POOL. A pool with sides which rest in partial or full contact with the earth.

POOL PUBLIC. A pool, other than a residential pool, which is intended to be used for swimming or bathing and is operated by an owner, lessee, operator, licensee or concessionaire, regardless of whether a fee is charged for use. References within the standard to various types of public pools are defined by the following categories:

CLASS A: COMPETITION POOL. A pool primarily intended for competitive aquatic events, which may also be used for recreation purposes.

CLASS B: PUBLIC POOL. A pool intended for general use by the public.

CLASS C, SEMI-PUBLIC POOL. A pool for use in conjunction with lodging, such as with hotels, apartments, and neighborhood associations.

TYPE VI THROUGH TYPE IX. A semi-public/public pool suitable for the installation of diving equipment.

TYPE N. A semi-public/public pool where the installation of diving equipment is prohibited.

CLASS D: OTHER POOL. A pool intended for medical treatment, therapy, exercise, lap swimming, recreational play, and other special purposes; including wave or surf-action pools, activity pools, splash pools, and kiddie-pools.

POOL, RESIDENTIAL. A swimming pool constructed within a residential property which is intended for non-commercial use by not more than one owner family and their guests, and which is over twenty-four (24) inches in depth, or has a surface area exceeding one hundred fifty (150) square feet, or a volume greater than twenty-five hundred (2500) gallons.

Residential pools shall be further classified into types as an indication of the suitability of the pool for use with diving equipment.

TYPE O. A residential pool not suitable for the installation of diving equipment.

TYPE I THROUGH TYPE V. A residential pool suitable for the installation of diving equipment.

POOL, WADING. A pool with a depth that does not exceed twelve (12) inches.

PSI. The abbreviation for pound per square inch.

PUMP. A mechanical device which causes hydraulic flow and pressure for the purpose of filtration, heating, and circulation of pool water.

PUNCTURE HAZARD. **A** surface or protrusion that would puncture a bather’s skin under casual contact.

REHABILITATION. The activity of restoring all or part of a pool structure and its component parts into working condition.

REMOVABLE. The capability of being disassembled by use of simple tools such as a screwdriver, pliers or wrenches.

RETURN PIPING. Piping which carries water from the filter to the spa/pool.

ROPE AND FLOAT LINE. A continuous line not less than one quarter (1/4) inch in diameter, which is supported

by buoys and attached to opposite sides of a pool to separate the deep and shallow ends.

SAFETY COVER. A dome shaped cover placed over a suction inlet that is intended to prevent entrapment.
SHALLOW AREA. A portion of a pool with water depths less than five (5) feet.

SKIMMING SYSTEM. An overflow system which encompasses perimeter type overflows, surface skimmers and surface water collection systems.

SLIP RESISTENT. A surface that has been constructed, treated, or designed to reduce the chance of slipping.

SLOPE. An inclined surface of one percent (1%) or greater.

SOURCE WATER. Fresh water used to fill or refill the pool (see also make-up water).

SPA (see **HYDROTHERAPY SPA** or **HOT TUB**). A hydrotherapy unit of irregular or geometric shell design.

PORTABLE SPA, RESIDENTIAL. A spa in which all control, water heating, and water-circulating equipment is an integral part of the spa. Portable residential spas may be permanently wired or cord-connected. The spa shall be moveable and above ground.

PERMANENT SPA. A spa in which the water-heating and water circulating equipment is not an integral part of the spa. Permanent spas may employ separate components such as individual filters, pumps, heaters, and controls, or they may employ assembled combinations of various components.

PUBLIC SPA. Any spa, other than a residential spa, which is operated by an owner, lessee, operator, licensee or concessionaire, regardless of whether a fee is charged for use.

SEMI-PUBLIC SPA. Any spa for use in conjunction with lodging, such as with hotels, apartments, and neighborhood associations.

STEPS, RECESSED STEPS, AND RECESSED TREADS. A means of pool ingress and egress that may be used independently or in conjunction with one another.

STEPS. A riser/tread or series of risers/treads extending down from the deck and terminating at the pool wall or floor. They may be recessed so that all risers are located outside of swimming areas.

RECESSED TREADS. A series of vertically spaced cavities in the pool wall creating tread areas for steps.

SUCTION PIPING. Piping which moves water from the spa/pool to the filter.

SURFACE SKIMMING SYSTEM. Encompasses perimeter-type overflows, surface skimmers, and surface water collection systems of various designs**.**

SWIMMER/BATHER. A person using a pool or spa and adjoining deck area for the purpose of water sports, recreation, or related activities.

TAMPER-PROOF. Means that tools are required to alter or remove portions of the equipment.

TOXIC. A substance which has an adverse physiological effect on mankind or other living organisms.

TREAD CONTACT SURFACE. An area that describes the surface of a ladder, step, stair or ramp.

TURNOVER. The period of time required to circulate a volume of water equal to the spa/pool capacity.

UNDERWATER LUMINAIRE. A fixture designed to illuminate a pool or spa beneath the water surface.

DRY-NICHE LUMINAIRE. A luminaire intended for installation in the floor or wall of a pool or spa structure, where the niche is sealed against the entry of water.

WET-NICHE LUMINAIRE. A luminaire intended for installation in a forming shell mounted in a pool or spa structure, where the luminaire will be completely surrounded by water.

VERTICAL. A wall up to a positive eleven (11) degree angle toward the spa/pool's interior from plumb.

VINYL LINER. A membrane that acts as a container for water.

WALL. The interior spa or pool surface consisting of surfaces from the plumb, to a forty five (45) degree slope.

WATERLINE. A term defined in one of the following ways:

SKIMMER SYSTEM. The water line shall be at midpoint of the operating range of the skimmers.

OVERFLOW SYSTEM. The water line shall be located at the top of the overflow rim.

WINTERIZING. The procedure for preparing spa/pools from freezing weather including chemical treatment of the water, plus physical and chemical protection of the pool and its equipment.

CHAPTER 3
GENERAL POOL AND SPA REQUIREMENTS

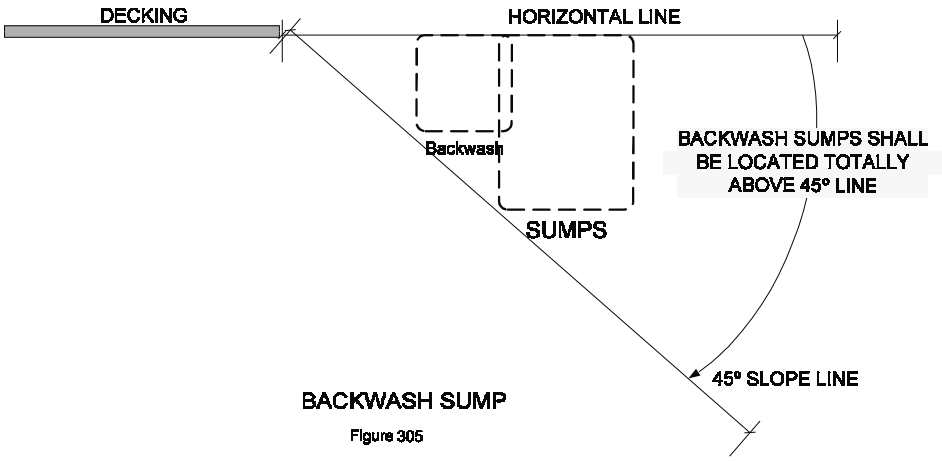
SECTION 301
DECKS AND DECK EQUIPMENT

Sec. 301.1 General. The following minimum requirements are applicable to decks and deck equipment used by bathers and shall apply at the time of construction:

1. Deck(s) shall be designed and installed in accordance with generally accepted engineering practices. This includes the design and quality of sub-base when required, concrete mix design, reinforcing, joints, etc.
2. Decks, ramps, coping and similar surfaces shall be designed to resist slipping and shall be easily cleaned.
3. Special features in or on decks such as markers, brand insignias or similar shall conform to this section.
4. Risers for steps placed in a deck shall be uniform and have a maximum height of seven and three quarter (7-3/4) inches. The minimum tread depth shall be ten (10) inches.
5. Excavated areas shall be adequately compacted and designed to support deck(s) constructed thereon.
6. Deck(s) shall be sloped to effectively drain to perimeter areas or to deck drains. Existing site drainage shall be considered and accounted for and the general drainage design shall be retained. As an alternate, a design by a registrant proficient in the discipline of civil design may be submitted for review and approval.
   a. The minimum slope of decks shall be one-eight (1/8) unit vertical per twelve (12) units horizontal (1/8:12) for textured, concrete decks and one-quarter (1/4) units vertical per twelve (12) units horizontal (1/4:12) for carpeted decks, unless an alternate drainage method is provided.
   b. The maximum slope of decks shall be one (1) unit vertical per twelve (12) units horizontal (1:12) for concrete decks; and one-half (1/2) unit vertical per twelve (12) units horizontal (1/2:12) for carpeted decks, unless an alternate drainage method is provided.
7. The maximum void between adjoining concrete slabs and/or between concrete slabs and expansion joint material shall be three-sixteenths (3/16) inches with a maximum difference in vertical elevation of one-quarter (1/4) inch.
8. Construction joints where pool coping meets concrete decks shall be watertight and shall not allow water to pass to the ground beneath.
9. Areas where the decks join pool coping shall be designed and installed to protect the coping and its mortar bed from damage as a result of normal movement of adjoining decks.
10. Joints in decks shall be provided to minimize the potential for cracks due to changes in elevations, separation of surfaces or movement of the slab.
11. In areas where decks adjoin concrete, expansion joints shall be installed to protect the pool from the pressures of relative movements.
12. Decks shall be edged, have a radius, or be otherwise relieved to eliminate sharp corners.
13. Site drainage shall be provided to direct all perimeter deck drainage as well as general site and roof drainage away from the pool.
14. If used, an open pit, or leaching design for backwash sump purposes, shall be located so that it falls completely below adjacent decks and fully outside of the angle of repose (a line projected forty five (45) degrees downward and away from such decks), and the volume of backwash shall not create an adverse condition due to soil type (see Figure 305).
15. Circulation system piping, other than that integrally included in the manufacture of the pool/spa, shall be subjected to an induced static hydraulic pressure test (sealed system) of not less than twenty-five (25) pound per square inch for thirty (30) minutes. This test shall be performed before the deck is poured or gunite is placed, and the pressure shall be maintained until final connection to the circulation equipment.

    Note: For pre-molded spas, a normal operational running test may be provided in lieu of a pressure test.

16. Valves installed in or under any deck(s) shall be provided with a minimum ten (10) inch diameter access cover and valve pit to facilitate servicing.
17. At Semi-public and Public Pools and Spas a hose bib equipped with a vacuum breaker shall be provided for washing the deck area.



BACKWASH SUMP

Figure 305

301.2 Pool entry/exiting. All pools shall have at least two (2) means of entry/exit located to serve both ends of the pool. The entries/exits shall consist of ladders, stairs, recessed treads, or underwater seat benches or swimouts. Where two or more entries/exits are used, ladders, stairs, or recessed treads may be used in combination. All treads shall have slip-resistant surfaces.

1. Where water depths are twenty-four (24) inches or less at the pool wall, such areas shall be considered as providing a natural means for entry/exit.

2. For pools over thirty (30) feet in width, both sides of the deep portion of the pool be shall provided with entries/exits.

3. A means of entry/exit for the shallow end shall be located between the shallow end and the cross section at point "D", while a means of entry/exit for the deep end shall be between the deep end wall and the cross section at point "B", as shown in Appendix A, Figure 1.

4. A means of entry/exit shall be provided at intervals not to exceed seventy-five (75) linear feet of pool wall or fraction thereof.

5. Ladders, stairs, recessed treads, or underwater seat benches/swimouts shall be provided at the deep end of the pool, and for public pools shall be located in a manner to not interfere with racing lanes (as applicable).

301.3 Pool Stairs. The design and construction of protruding and recessed pool stairs shall conform to this section.

301.3.1Treads. Step treads shall have a minimum unobstructed horizontal depth of ten (10) inches and a minimum unobstructed surface area of two hundred forty (240) square inches.

301.3.2 Risers. Risers, at the centerline of treads, shall have a maximum uniform height not to exceed twelve (12) inches. The bottom riser height shall be allowed to vary plus or minus two (+/- 2) inches from the uniform riser height.

1. The vertical distance between the pool coping edge, deck or step surface, and the uppermost step tread shall not exceed twelve (12) inches.

301.3.3 Handrails. If handrails are used with stairs, they shall comply with the following:

1. Removable handrails shall be installed in a manner that will not allow removal without the use of tools.

2. The leading edge of handrails facilitating stairs and pool entry/exits shall not exceed eighteen (18) inches plus or minus three (3) inches horizontally from the vertical plane of the bottom riser.

3. The outside diameter of handrails shall be not less than one (1) inch and shall not exceed two and one quarter (2-1/4) inches in cross-sectional dimension.

4. Underwater seats, benches, or swim-outs may be provided as part of the stairs or recessed treads.

301.4 Pool Ladders. The design and construction of pool ladders shall comply with the following:

1. Ladders shall be made entirely of corrosion-resistant materials.

2. Ladders shall be provided with two (2) handholds or handrails.

3. Below water level, there shall be a clearance of not to exceed six (6) inches and not less than three (3) inches between any ladder tread edge, measured from the pool wall side of the tread and the pool wall.

4. The clear distance between ladders and handrails shall be not less than seventeen (17) inches and shall not exceed twenty-four (24) inches.

5. The uniform height between ladder treads shall be not less than (7) inches and not greater than twelve (12) inches.

6. Ladder treads shall have a minimum horizontal depth of one and one-half (1-1/2) inches.

7. The vertical distance between the top tread and pool coping or deck shall not exceed twelve (12) inches.

301.5 Recessed Treads. The design and construction of recessed treads shall comply with the following:

1. Recessed treads at the centerline shall have a uniform vertical spacing of not less than seven (7) inches and not greater than twelve (12) inches.

2. The vertical distance between the pool coping edge, deck or step surface and the uppermost recessed tread shall not exceed twelve (12) inches.

3. Recessed treads shall have a minimum depth of five (5) inches and a minimum width of twelve (12) inches.

4. Recessed treads shall slope toward the pool to prevent accumulation of dirt.

5. Recessed treads shall be provided with a set of handrails/grabrails to serve all treads and risers.

301.6 Manufactured diving equipment. Manufactured diving equipment shall be listed and labeled for swimming pool use and shall be installed in accordance with the manufacturer's recommendations.

1. Diving equipment manufactures shall provide installation instructions and specifications.

2. A label shall be permanently affixed to the manufactured diving equipment or jump board and shall include:

   a. Manufacturer's name and address.
   b. Board and equipment length.
   c. Fulcrum setting specifications (if applicable).
   d. Reference to the current year of the applicable section and NSPI standard.

3. Manufactured diving equipment suitable for installation on a lower pool type may be installed on any higher pool type providing the water envelope from the tip of the board is provided as specified for lower type. Manufactured diving equipment of a greater type **(**e.g.-Type III**)** shall not be installed on a pool of lesser type **(**e.g.-Type II**)**. Water surface area and geometry shall be provided for the type of pool which

permits board installation at the height specified.

4. Manufactured diving equipment shall have slip-resistant tread surfaces.

5. Manufactured diving equipment shall be permanently anchored to the pool deck. The edge of the board at the diving end shall be generally level with the water surface. The diving end of the board may be higher than the butt end of the board when allowed by the equipment manufacturer's recommendations.

301.6.1 Supports, platforms, stairs and ladders. Manufactured diving equipment supports, platforms, stairs and ladders shall be designed to carry the anticipated loads. Stairs and ladders shall be of corrosion-resistant material, easily cleanable, and be provided with slip-resistant treads. All manufactured diving stands higher than twenty-one (21) inches measured from the deck to the top butt end of the board shall be provided with stairs and a ladder. Step treads shall be self-draining.

1. All platforms or diving equipment higher than one (1) meter (39.37 inches) shall have guard rails which are not less than thirty-six (36) inches above the diving board or platform and shall extend to or beyond the edge of the pool wall.

301.7 Swimming Pool Slides. The requirements of the U.S. Consumer Product Safety Commission (CPSC) Standard for Swimming Pool Slides as published in the Code of Federal Regulations shall be used for standards relating to swimming pool slides. Installation and use instructions shall be provided with each unit by the manufacturer.

SECTION 302
FILTERS

302.1 General. Filters shall be designed in a manner that system cleaning will provide water clarity as required for each pool and spa type identified by this code.

302.1.1 Filter design. Filters shall be designed to allow inspection and servicing of filtration surfaces.

302.2 Pressure filters. For pressure-type filters, a means shall be provided to permit release of internal pressure.

302.2.1 Automatic air release. Filters which incorporate an automatic internal air release as the principle means of air release shall be designed with lids which provide a slow and safe release of pressure.

302.2.2 Manual air release. When separation tanks are used in conjunction with a filter tank they shall have a manual means of air release or have a lid designed to provide a slow and safe release of pressure as it is opened.

302.3 Operation and maintenance. Pressure filters and separation tanks shall have operation and maintenance instructions permanently installed on the filter or separation tank and shall include a precautionary warning to not start the system until air release and proper reassembly of the filter and separation tank has occurred. The statement shall be clearly visible within the area where air release would occur.

302.4 Filter Piping. Piping furnished with the filter shall be constructed of material capable of withstanding not less than one and one half (1-1/2) times the working pressure. Suction piping shall be designed to withstand collapse when there is a complete shut off of flow on the suction side of the pump.

SECTION 303
PUMPS AND MOTORS

303.1. General. A pump and motor shall be provided for circulation of the pool water. Performance of all pumps shall meet or exceed the conditions of flow required for filtering or cleaning the filters against the total dynamic head development by the complete system.

303.1.1. Strainer or screen. A cleanable strainer or screen designed to remove solids shall be provided upstream of any circulation pump for pressure filter systems.

303.1.2. Accessibility. Pumps and motors shall be accessible for inspection and service.

303.2. Pumps. The design and construction of pumps and component parts shall not create a hazard to the operator or maintenance personnel.

303.2.1. Pump Seal. Where a mechanical pump seal is provided, components of the seal shall be corrosion-resistant and capable of operating under normal conditions of use.

303.2.2. Valves. Where pumps are located below the waterline, valves shall be installed on permanently connected suction and discharge lines, shall be accessible at a location outside the walls of the pool, and shall be readily accessible for maintenance or removal.

303.3. Motors. All motors shall have an open drip-proof enclosure and be constructed electrically and mechanically to perform satisfactorily and safely under the conditions of the load environment normally encountered in swimming pool installations.

303.3.1. Motor operation. Motors shall be capable of operating pumps under full load with a voltage variation of plus or minus ten percent (+/- 10%) of the nameplate rating. If the maximum service factor of the motor is exceeded (at full voltage), the manufacturer shall indicate this on the pump curve.

303.3.2. Motor protection. All motors shall have built in thermal or current overload protection, or an in-line starter to provide locked rotor and running protection.

303.4 Motor Energy Efficiency. Motors with a total horsepower of one (1) or more, for pools and in-ground spas which are permanently installed, shall have the capability of operating at multiple speeds, with a low speed rotation rating no greater than one-half (1/2) of the motor's maximum rotation rate, and with a pump control capable of operating the pump at multiple speeds.

SECTION 304
SURFACE SKIMMER SYSTEMS

304.1 General. A surface skimming system shall be provided on all residential swimming pools and spas, and shall be designed and constructed to skim the water surface area when the level of the water is maintained within the operational parameters of the system's rim or weir device.

304.2. Design. The design or installation of pool/spa skimming devices shall not constitute a hazard to the bather.

304.3. Pool/Spa over-flow system. Where automatic surface skimmers are used as the sole overflow system, not less than one surface skimmer shall be provided as follows:

1. Residential Pool; one for each eight hundred (800) square feet of water surface area, or fraction thereof

2. Semi-public and Public Pools; one for each five hundred (500) square feet of water surface area, or fraction thereof

3. Residential, Semi-public and Public Spas; one for each one hundred fifty (150) square feet of water surface area, or fraction thereof

Note: Nominal recessed areas such as stairs and swim-outs are not required to be included in the calculation.

304.4. Spa surge capacity. Where perimeter surface skimmers are used, they shall be connected to the circulation system with a system surge capacity as follows:

1. **Residential Spa**. Not less than one (1) gallon for each square foot of spa surface area

2. **Semi-public and Public Spa**. Not less than two and one half (2-1/2) gallons for each square foot of spa surface area.

304.5. Spa hydraulic capacity. The hydraulic capacity of the overflow system shall be capable of handling one hundred percent (100%) of the circulation flow.

SECTION 305
ELECTRICAL REQUIREMENTS

305.1 General. The requirements of the National Electrical Code (NEC), as published by the National Fire Protection Association, as adopted and amended by the Town of Oro Valley, shall be utilized for the design and installation of electrical components and systems.

SECTION 306
HEATERS

306.1 General. Swimming pool/spa heaters shall be tested by a nationally recognized testing agency and comply with nationally recognized standards.

306.2 Installation. Heaters shall be installed according to the manufacturer's recommendations and the requirements of the International Mechanical Code (IMC) as adopted and amended by the Town of Oro Valley.

306.2.1 Base. Heaters shall be installed on a concrete or other non-combustible base, not less than three (3) inches above the adjacent finish grade. Installation on combustible surfaces may be allowed if installed in accordance with the appliance manufacturer's listing.

306.2.2 Clearances. Clearances shall be maintained in accordance with the manufacturer's installation instructions.

306.2.3 Ventilation. Fuel-fired heaters shall be provided with an air supply that will assure adequate ventilation and sufficient combustion.

306.2.4 Indoor installation. Heaters installed within enclosed spaces shall be provided with combustion air openings in accordance with the International Mechanical Code.

306.3 Devices. Draft induced or power venting devices shall be installed in accordance with the manufacturer's installation instructions.

306.4 Propane fueled heaters. Heaters using liquid petroleum (LP) gas shall not be installed in a pit or basement. Installation of heaters with use of LP gas shall be in accordance with the manufacturer's installation instructions and the requirements of the International Fuel Gas Code (IFGC) as adopted and amended by the Town of Oro Valley.

306.5 Heater piping system. Heater gas supply piping shall comply with the International Fuel Gas Code. Heater circulation and water piping systems shall comply with the manufacturer's installation instructions.

306.5.1 Installation. When installing a heater and a filter system, adequate provisions shall be made to prevent excessive pressure drop to the filter system. Refer to the manufacturer's requirements and/or recommendations for installation of bypass valves.

SECTION 307
WATER SUPPLY

307.1 Mechanical connection. Direct mechanical connections shall not be made between a potable water supply and the swimming pool/spa chlorinating equipment or the system of piping for the pool, unless effectively protected against backflow and back-siphon in accordance with the International Plumbing Code.

307.2 Pool/Spa over-the rim spout. If an over-the-rim spout is utilized it shall be effectively shielded and shall not protrude more than two (2) inches beyond the waters edge of the pool or spa.

307.2.1 Location. The over-the-rim spout in a pool shall be located under a diving board, adjacent to a ladder, or otherwise properly shielded.

SECTION 308
WASTE WATER DISPOSAL

308.1 Backwash water. All backwash water shall be disposed of and contained on site. Discharges of backwash water shall comply with applicable Town ordinances and the Arizona Department of Environmental Quality (ADEQ) Engineering Bulletins.

SECTION 309
DISINFECTANT EQUIPMENT, OXIDATION EQUIPMENT AND CHEMICAL FEEDERS

309.1 General. Disinfectant equipment, oxidation equipment, and chemical feeders, hereafter referred to jointly as "equipment" shall comply with nationally recognized standards. Equipment shall be capable of precisely introducing a specified quantity of disinfecting agent.

309.2 Chemical feeders. Generally accepted engineering practices and manufacturer's instructions shall be used for the installation of chemical feeders.

309.3 Low ozone output generating equipment. Installation of ozone generating equipment shall be limited to low ozone output equipment. The installation and use of ozone generating equipment shall comply with the following:

1. Installation of ozone generating equipment shall allow for indications of operations or malfunction to be readily observed. Equipment shall be installed in a manner that will not endanger pool users if a malfunction were to occur.

2. Ozone generating equipment shall be used in conjunction with other chemical treatments. Normal maintenance and monitoring of water chemistry shall be followed.

3. Generally accepted engineering practices and manufacturer's recommendations shall be used to determine where and how ozone shall be injected.

CHAPTER 4
BARRIERS AND ENCLOSURES

SECTION 401
SWIMMING POOL AND SPA BARRIERS/ENCLOSURES

401.1 General. Outdoor residential, semi-public and public swimming pools and spas shall be provided with an enclosure and barrier which meet the following requirements:

1. The minimum height for barriers and enclosures above finished grade or other walking surface, measured on the side, opposite the swimming pool/spa, shall be as follows:

   Residential pool or spa -four (4) feet
   Pools, Class A and B -six (6) feet
   Pools, Class C and D -five (5) feet
   Semi-public spas -five (5) feet
   Public spas -six (6) feet

2. No opening in a barrier or enclosure shall allow passage of a sphere larger than four (4) inches in diameter.

3. The vertical distance between the bottom of a barrier or enclosure and the solidly compacted finished grade or walking surface shall not exceed four (4) inches.

4. The barrier or enclosure shall be constructed to prevent opportunity for climbing into the pool/spa area.

   4.1. Footholds and/or handholds shall be not less than forty-eight (48) inches from the top of the enclosure or forty eight (48) inches from the finished grade, or other walking surface, measured on the side opposite the swimming pool. Openings in chain-link fences, exceeding one (1) inch, shall be slatted or other wise effectively closed.

   4.2. For wrought iron, wood, or similar barriers or enclosures, the vertical distance between the top surfaces of horizontal members shall be not less than forty-eight (48) inches.

   Exception: Horizontal surfaces not meeting the definition of a handhold or foothold

   4.3. Where the protrusion, indentation, or top surface is at a continuous angle of inclination greater than forty five (45) degrees above horizontal and does not otherwise provide a handhold or foothold, it shall be deemed as not providing an opportunity for climbing.

   4.4 Any space encompassed within the area described by a forty-eight (48) inch radius measured from the top of the barrier/enclosure, must be maintained free of natural or man-made objects which may create opportunity for climbing, or allow access to a pool/spa area (see figure 401(A) below).

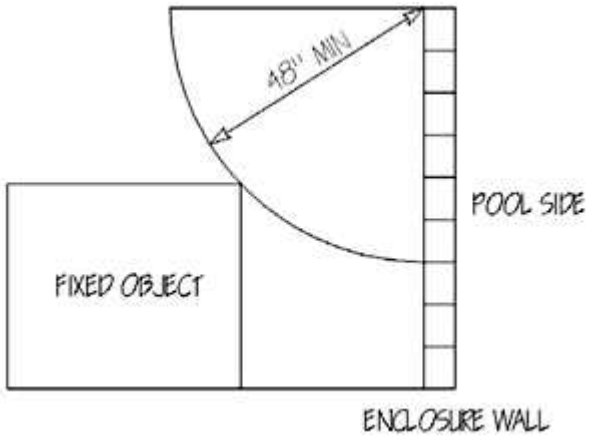


Figure 401 (A)

4.5 Owners of adjoining properties, or their representatives, shall not install equipment, landscaping, or other objects that have the effect of reducing the effectiveness of an approved pool enclosure.

4.6 Enclosures for semi-public and public pools and spas may be limited to the pool area, or may include the pool's ancillary facilities as part of the enclosure. Doors or gates entering these facilities from outside the enclosure shall be designed as described in Section 401.1, Sub-sections 1-4. General offices, recreation rooms, laundry rooms, and similar spaces are not considered to be ancillary to the pool.

Exception. The building official may grant an exception to the requirements of enclosing a swimming pool if by examination, it is determined that there is a barrier or enclosure existing on the premises, by reason of thorny/spiny vegetation, or topography, suitable to prevent access to the pool area.

401.2 Gates. Gates constructed as part of an enclosure or barrier shall comply with all general requirements of Section 401.1. Gates shall be constructed to the minimum height required by Section 401.1, item 1, for the type of pool or spa. Gates shall have a device that will cause them to self-close and shall also self-latch upon closing. The operable portion of gate latches shall be located not less than fifty four (54) inches above the walking surface and not less than fifty (50) inches above a foothold. Latches may be installed on the pool side of the gate, not less than forty two (42) inches above the walking surface, when the gate has no opening greater than one (1) inch located within eighteen (18) inches of the latch. Gates in an enclosure shall be installed to swing outward, and away from the enclosed pool area.

401.2.1 Double gates. Double gates constructed as part of an enclosure shall comply with all requirements of Section 401.1 and 401.2. The normally active side shall meet all the requirements of 401.2. The normally inactive side shall be equipped with a bolt device that slides into a permanent steel or concrete sleeve, which can be padlocked in the closed position. The padlock shall be in place at time of inspection, and shall remain in place during normal usage.

401.3 Safety covers. A pool/spa safety cover may be used for a barrier or enclosure for residential applications when each of the following minimum conditions is adhered to:

1. When secured in place, a sphere four (4) inches in diameter is prevented from reaching the water surface.

2. The cover is designed to support a static load on a four (4) inch diameter area of not less than four hundred eighty five (485) pounds for a pool and one hundred (100) pounds for a spa.

3. The electric motor switch shall be key-operated or locked and there shall be an additional power disconnect located not less than forty eight (48) inches above the finished grade, deck or other walking surfaces.

401.4 Securable space cover. A securable space cover may be used for a spa barrier or enclosure for residential applications if each of the following minimum conditions is adhered to:

1. When secured in place, a sphere four (4) inches in diameter is prevented from reaching the water surface.

2. The cover is designed to support a static load on a four (4) inch diameter area of not less than one hundred (100) pounds.

3. The spa width/diameter does not exceed eight (8) feet.

401.5 Wall barriers. In residential applications, a wall of a dwelling or other building may be used as part of an enclosure or barrier if each of the following minimum conditions is adhered to:

1. Windows leading to the swimming pool/spa area shall be provided with a latching device located not less than forty two (42) inches above the floor. Alternately, windows with latches located below forty two (42) inches, may be secured with irreversible fasteners that will restrict the window from fully opening and that will not allow a four (4) inch sphere to pass through the remaining opening.

   Note: This option is not allowed for windows intended to provide egress from, or ventilation to, rooms.

2. Doors leading to the swimming pool/spa area shall be self-closing/self-latching with the latch located not less than forty two (42) inches above the finished floor or other walking surface, measured on the side opposite the swimming pool/spa. Screen doors, when used as a barrier, shall be equally protected and shall be provided with a security screen or substantial grill on the pool side, extending from the bottom of the door to not less than thirty six (36) inches in height.

3. Pet doors (doggie doors) shall not be located within a wall barrier.

401.6. Alternative for residential alarms. When it is determined that the prescriptive requirements for barriers cannot reasonably be achieved, an appeal may be made to the building official for use of an alarm system barrier. If approval is granted an alarm system shall be designed in accordance with the following requirements:

1. The alarm shall receive its power from the primary power source of the residence (hardwired to the electrical service panel or to a sub-panel).

2. The alarm must produce a unique audible warning when the door or window is opened which is not similar to the sound of smoke detectors or other alarms.

3 Alarms shall sound continuously for not less than thirty (30) seconds, and shall be capable of being heard from any location within the house during normal household activities (minimum eighty five (85) decibels at ten (10) feet).

4. The alarm system shall be equipped with a manual means of deactivation, such as a switch or touchpad, on the interior and exterior sides of all doors providing direct access to the pool. This device shall be designed to temporarily deactivate the alarm system (for no longer than fifteen (15) seconds). Deactivation devices shall be located not less than fifty four (54) inches above the threshold of the door it serves and within six (6) horizontal feet of door the opening.

5. The alarm shall automatically reset under all conditions.

6. If designed as part of a home security alarm system, the door alarm shall not be able to be deactivated when the security system is deactivated.

Note: <u>At no time will an alarm system be allowed for window wall locations</u>. A window wall is defined as an area that contains more than one active (operable) panel without interruption by a fixed (inoperable) panel in any one wall or combination of walls, that also provides direct access to the pool area.

CHAPTER 5
RESIDENTIAL SWIMMING POOLS

SECTION 501
SCOPE

501.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of permanently installed in-ground residential pools used for swimming.

SECTION 502
MATERIALS OF CONSTRUCTION

502.1 General. Swimming pools and all appurtenances thereto shall be constructed of materials which are nontoxic and shall be impervious and enduring, which shall be able to withstand design stresses, and which shall provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth, easily cleaned surface finish is applied or attached.

SECTION 503
STRUCTURAL DESIGN

503.1 General. The structural design and materials used shall be in accordance with generally accepted engineering practices.

503.2 Interior finish material. Sand or earth shall not be permitted as the interior finish of a swimming pool.

503.3 Climate protection. In climates subject to freezing temperatures, the pool shell and appurtenances, piping, filter system, pump and motor, and other components shall be designed and constructed to facilitate protection from damage due to freezing.

503.4 Slip resistant surface. All surfaces intended to provide footing for bathers shall be designed as slip-resistant. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

503.5 Visibility. The colors, patterns, or finish of the pool interior shall not obscure the existence or presence of objects or surfaces within the pool (i.e. - swim-outs or steps).

SECTION 504
DIMENSIONAL DESIGN

504.1 General. Other than for diving pools, no limits are specified for shape or size, except that consideration shall be given for safety, and for circulation of the swimming pool water.

504.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the swimming area which can cause entrapment or injury to the bather.

504.1.2 Construction tolerances. There shall be construction tolerances allowed on all dimensional designs. Overall length, width, and depth in the deep end may vary plus or minus three (3) inches. All other overall dimensions may vary plus or minus two (2) inches unless otherwise specified.

504.2 Walls. Walls shall not exceed eleven (11) degrees from plumb, as shown in Appendix A, Figure 5, for a depth of not less than thirty-three (33) inches from the waterline in deep areas, and not less than twenty-seven (27) inches in shallow areas.

504.3 Floors. Floors shall be constructed as follows:

1. All slopes shall be uniform.

2. The slope of the floor from the shallow end wall toward the deep end shall not exceed one (1) unit vertical in seven (7) units horizontal (1:7) to the point of the first slope change.

3. The point of the first slope change shall be defined as the point at which the floor slope exceeds one (1) unit vertical in seven (7) units horizontal (1:7) and located not less than six (6) feet from the shallow end wall.

4. The slope of the floor from the point of the first slope change to the deep end wall shall not exceed one (1) unit vertical in three (3) units horizontal (1:3).

504.4 Water depth. Water depths at the shallow end of swimming pools shall be not less than thirty-three (33) inches and no greater than forty two (42) inches, except for special purpose pools.

1. No minimum water depth shall be specified in a non-swimming area. All non-swimming areas shall be visually set apart.

504.5 Diving unit depth. Pools designed to be used with manufactured diving equipment shall have profiles for area and depth of water in accordance with the illustrations for Type VI through IX pools as identified in Appendix A, Figure 7.

1. The tip of the manufactured diving units shall be located at Point "A", which is the reference point for all other dimensions.

2. The minimum unobstructed head room from the top of manufactured diving units shall be provided in accordance with the following table unless greater dimensions are required by the equipment manufacturer.

POOL TYPE	HEAD ROOM
VI	12 FEET
VII	12 FEET
VIII	13 FEET
IX	14 FEET

3. The minimum allowable underwater cross sections for Types VI through IX pools at areas B, C, and D shall be as identified in Appendix A, Figure 7.

4. Stationary diving platforms built on site shall be located in the diving area of the pool and shall be free of obstructions as shown in Appendix A, Figure 3, and provide the minimum dimensions as shown in Appendix A, Figure 7, at a maximum height of three (3) feet. Point "A" shall be eighteen (18) inches in front of the wall at the platform centerline. Stationary diving device platforms shall not extend more than eighteen (18) inches horizontally over the water from the pool wall.

504.6 Underwater seat benches. Where provided, underwater seat benches shall have a maximum horizontal depth of twenty (20) inches, be visually set apart, have a slip resistant surface, and shall be located fully outside of the required minimum diving water envelope if the pool is designed for use with a manufactured diving unit.

504.6.1 Deep end location. Underwater seat benches shall be permitted in the deep end of the pool only if they are either completely recessed, shaped to be compatible with the contour of the pool wall or in a pool corner.

SECTION 505
CIRCULATION SYSTEMS

505.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other equipment shall be provided for complete circulation of water through all parts of the pool.

505.1.1 Water circulation. Equipment shall be of adequate size to re-circulate the full volume of pool water within a twelve (12) hour time period. All designs shall assure that water clarity is maintained.

505.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement.

505.1.3 Equipment placement. Equipment shall be effectively supported to prevent damage from misalignment or settlement and shall be located to minimize the potential for the accumulation of debris and moisture, and otherwise installed in accordance with the manufacturer's installation instructions.

505.2 Water velocity. The water velocity in the pool piping shall not exceed ten (10) feet per second for discharge piping and eight (8) feet per second for suction piping, unless calculations are provided to show that the pump and piping provided are rated to withstand a greater velocity.

505.3 Pipe and fitting material. The circulation system piping and fittings shall be nontoxic, shall be considered to be process piping, and shall be of material able to withstand operating pressures and conditions.

505.3.1 Drainage. Equipment shall be designed and constructed to drain the pool water from the equipment, by removal of drain plugs, manipulating valves, or by other approved methods. Refer to the manufacturer's recommendations for specific information on draining the system.

505.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system and located in an easily readable location.

505.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity and water chemistry requirements. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, slurry feeders, heaters, etc., that are dependent upon circulation pump flow.

505.6 Operation and maintenance manual. Written operation and maintenance instructions shall be provided for the circulation system.

SECTION 506
RETURN INLETS AND SUCTION OUTLETS

506.1 General. Return inlets and suction outlets shall be provided and arranged to produce a uniform disinfectant residual throughout the entire pool. Where skimmers are used, return inlets shall be located so that floating particles will be brought within range of skimmers. Return inlets from the circulation system shall be designed in a manner that will not constitute a hazard to bathers.

506.2 Return inlets. There shall be not less than one (1) return inlet per six hundred (600) square feet of pool surface area, or fraction thereof. Return inlet fittings shall be of sufficient pipe size and quantity to allow a full volume turnover rate of the pool water in accordance with Section 505.1.1.

506.3 Standards for suction outlets. If the suction outlet system, such as a filtration system, automatic cleaning system, solar system etc., has a single suction outlet, or multiple suction outlets which can be isolated by valves, each suction outlet shall conform to ANSI/APSP-7 "*standards for suction entrapment avoidance*".

506.3.1 Suction outlet grate. A pool shall not be operated if the suction outlet grate is missing, broken, and the grate shall be secured in a way that it cannot be removed without the use of tools.

506.4 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be installed in accordance with ANSI/APSP-7. Pools may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of pool drains:

Pool Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	Yes
Three or more outlets	Yes

506.5 Vacuum cleaner fittings. Where provided, vacuum cleaner fittings with safety covers shall be located in an accessible position between three (3) inches and eighteen (18) inches below the minimum operating water level or as an attachment to the skimmer(s). Wall fittings shall be approved by a nationally recognized testing agency.

506.6 Heater and filter system. Filter systems with heaters shall be designed so that the heater does not cause an excessive pressure drop in the filter system. Reference shall be made to the manufacturer's requirements and/or recommendations for installation of bypass valves.

SECTION 507
SAFETY

507.1 General. A residential pool shall be provided with a suitable handhold around its perimeter in areas where depths exceed forty two (42) inches. Handholds shall be provided no further apart than four (4) feet and shall consist of any one (1) or a combination of the following:

1. Coping, ledge, or deck along the immediate top edge of the pool which provides a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline.

   Note: Rolled beams or negative edge surfaces do not meet the intent of this requirement.

2. Ladders, stairs, or seat ledges.
3. A secured rope or railing placed between the water line, to not more than twelve (12) inches above the water line. Ropes must be capable of withstanding the environmental conditions.

CHAPTER 6
PERMANENTLY INSTALLED RESIDENTIAL SPAS

SECTION 601
SCOPE

601.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of permanently installed residential spas and hydrotherapy units of irregular or geometric shell design, which are intended to be used for bathing. This chapter does not cover spas such as those operated for medical treatment, physical therapy, or other special purposes.

SECTION 602
MATERIALS OF CONSTRUCTION

602.1 General. Materials, components, and accessories used shall comply with the standards identified in Appendix A, Table 2. Materials shall be compatible with the installation and intended use requirements in these standards.

1. Materials for components and accessories with external surfaces and edges, where used in and around spas, that may come in contact with the user; shall be finished in a manner that they will not constitute a cutting, pinching, puncturing, or abrasion hazard under casual contact and intended use.
2. Materials used in components and accessories where intended to be installed in and around spas shall not be toxic or harmful to the environment under the use intended.
3. Materials for components and accessories to be used in and around spas shall be chemically compatible with other materials and the environment in which they are installed.

SECTION 603
STRUCTURAL DESIGN

603.1 General. The structural design and materials used shall be in accordance with generally accepted engineering practices.

603.2 Interior finish material. Sand or earth shall not be permitted as an interior finish in a residential spa.

603.3 Climate protection. In climates subject to freezing temperatures, a means shall be provided to protect the spa shell and appurtenances, piping, filter system, pump, motor, and other components from damage due to freezing.

603.4. Slip resistant surface. The surfaces within the spa intended to provide footing for users shall be designed to provide a slip-resistant surface. The roughness or irregularity of such surfaces shall not cause injury or discomfort during normal use.

603.5 Visibility. The colors, patterns, or finishes of the spa interior shall not obscure the existence or presence of objects or surfaces within the spa.

603.6 Roofs or canopies. Roofs or canopies shall be constructed so that water run-off does not drain into the spa.

SECTION 604
DIMENSIONAL DESIGN

604.1General. No limits are specified for the shape and size of spas except that consideration shall be given to shape from the standpoint of safety and circulation of the spa water.

604.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the bathing area which can cause entrapment or injury to the user.

604.1.2 Construction tolerances. The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one-quarter (1/4) inch for spas with adjustable weir surface skimming systems, and plus or minus one-eighth (1/8) inch for spas with nonadjustable surface skimming system.

604.1.2.1 Construction tolerance on all other dimensional designs. Overall dimensions may vary plus or minus two (2) inches, unless otherwise specified.

604.2 Water depth. The maximum water depth shall be four (4) feet measured from the waterline.

604.2.1 Depth at seating. The maximum water depth of any seat or bench shall be thirty (30) inches measured from the waterline.

604.3 Handhold. Spas shall be provided with a handhold around their perimeter in areas where the water depth exceeds forty-two (42) inches. Perimeter rims of spas may serve as a suitable handhold. Handholds shall be provided no further apart than four (4) feet and may consist of one or a combination of the following:

1. Coping, ledge, or deck along the immediate top edge of the spa which provides a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline.
2. A secured rope or railing placed between the water line, to not more than twelve (12) inches above the water line. Ropes must be capable of withstanding the environmental conditions.

604.4 Floor Slope. The slope of the floor shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12).

604.5 Entry. Steps, seats, ladders or recessed treads shall be provided for entry/exit where water depths exceed twenty-four (24) inches.

604.6 Ladders. The design and construction of ladders shall conform to the following when provided:

1. Ladders shall be made entirely of corrosion-resistant materials.
2. Ladder treads shall have slip-resistant surfaces.
3. Ladders shall be constructed with handholds/handrails on each side.
4. The cross-section diameter of a ladder rails shall be not less than one (1) inch and not greater than two and one quarter (2-1/4) inches.
5. Where ladders extend below the water level, there shall be a clearance of not less than three (3) inches or greater than six (6) inches, between any ladder tread edge, measured from the spa wall side of the tread, and the spa wall.
6. The clear distance between ladder handrails shall be not less than seventeen (17) inches or greater than twenty-four (24) inches.

604.7 Recessed Treads. Design and construction of recessed treads, where provided, shall conform to the following:

1. Recessed treads at the centerline shall have a uniform vertical spacing not to exceed twelve (12) inches but not less than seven (7) inches.
2. The vertical distance between the spa coping edge, deck, or adjacent step surface and the uppermost tread shall not exceed twelve (12) inches.
3. Recessed treads shall have a minimum depth of five (5) inches and a minimum width of twelve (12) inches.
4. Recessed treads shall slope toward the spa to prevent t accumulation of dirt, and shall be slip-resistant.
5. Each set of recessed treads shall be provided with a set of handrails/handholds to serve all treads and risers.

SECTION 605
CIRCULATION SYSTEM

605.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other necessary equipment shall be provided for complete circulation of water through all parts of the spa.

605.1.1 Water circulation. The circulation system equipment shall be designed to turn over the entire spa water capacity at a minimum of once per hour.

605.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible and shall be installed according to the manufacturer's instructions.

605.1.3 Standards for suction outlets. If the suction outlet system, such as a filtration system, automatic cleaning system, solar system etc., has a single suction outlet, or multiple suction outlets which can be isolated by valves, each suction outlet shall conform to ANSI/APSP-7 "*standards for suction entrapment avoidance*".

605.1.4 Equipment placement. Spa equipment shall be properly supported to prevent damage from misalignment, settlement and operational movement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, following manufacturer's instructions.

605.2 Water velocity. The water velocity in the piping shall not exceed ten (10) feet per second for discharge piping, except for copper pipe where the velocity for piping shall not exceed eight (8) feet per second, and six (6) feet per second for suction piping, unless summary calculations are provided to show that greater flow is possible with the pump and piping provided.

605.2.1 Pump sizing. The pump shall be sized to deliver the required flow rate against the total system head involved.

605.3 Pipe and fitting material. The circulation system piping and fittings shall be of material able to withstand operating pressures and operating conditions.

605.3.1 Drainage. Equipment shall be designed and fabricated to drain the spa water from the equipment by removal of drain plugs, manipulating valves or by other methods. Refer to manufacturer's recommendations for specific information on draining the system.

605.4 System condition gauge. A pressure gauge (located downstream from the pump on a pressure system), or vacuum gauge (located before the pump on the vacuum system), or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

605.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical disinfectant feeders, heaters, etc. that are dependent upon circulation pump flow.

605.6 Operation and maintenance manual. Written operation and maintenance instructions shall be provided for the circulation system.

SECTION 606
RETURN INLETS AND SUCTION OUTLETS

606.1 General. Return inlets and suction outlets shall be provided and arranged to produce circulation throughout the spa.

606.2 Standards. If the suction outlet system, such as a filtration system, automatic cleaning system, solar system etc., has a single suction outlet, or multiple suction outlets which can be isolated by valves, each suction outlet shall conform to ANSI/APSP-7 standards for suction entrapment avoidance.

606.3 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8. Spas may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of spa drains:

Spa Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	As designed
Three or more outlets	As designed

606.4 Vacuum cleaner fitting. Where provided, the vacuum cleaner fittings with safety covers shall be located in an accessible position not less than three (3) inches and not greater than eighteen (18) inches below the minimum operating water level, or as an attachment to the skimmers. All wall fitting and safety covers shall be approved by a nationally recognized testing agency.

SECTION 607
AIR INDUCTION SYSTEM

607.1 General. Any air induction system shall prevent water back-up that could cause electrical shock hazards.

607.2 Air intake source. Air intake sources shall not introduce water, dirt, or contaminants into the spa.

607.3 Integral air passage. Integral air passages shall be pressure tested at time of manufacture to provide structural integrity for a value of one and one-half (1-1/2) times the intended working pressure.

607.4 Installation. Air induction systems shall be installed in accordance with manufacturer's instructions.

CHAPTER 7
RESIDENTIAL PORTABLE SPAS

SECTION 701
SCOPE

701.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of portable residential spas, and hydrotherapy units of irregular or geometric shell design, which are used for bathing. This chapter does not cover public/commercial spas, permanently installed residential spas, and other spas such as those operated for medical treatment, physical therapy, or other special purposes.

SECTION 702
MATERIAL OF MANUFACTURE

702.1 General. The materials**,** components**,** and accessories used in portable spas shall comply with the Standards identified in Appendix A, Table 2. These materials shall be capable of fulfilling the design, installation and intended use requirements in this standard.

702.2 Surfaces. All material surfaces that may come in contact with the user shall be finished, so that they do not constitute a cutting, pinching, puncturing, or abrasion hazard under casual contact and intended use.

702.2.1 Maintenance. Products shall be maintained in accordance with manufacturer's instructions.

702.3 Material compatibility. Assemblies of different materials shall be chemically and mechanically compatible for the intended use and environment.

SECTION 703
STRUCTURAL DESIGN

703.1 General. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

703.2 Weather protection. A means shall be provided to protect the spa shell and appurtenances, piping, filter system, pump and motor, and other components from damage due to freezing.

703.3 Surfaces. The surfaces within the spa intended to provide footing for users shall be designed to provide a slip-resistant surface.

703.4 Spa Equipment. Spa equipment shall be properly supported to prevent damage from misalignment, settling, etc. The equipment shall be located to minimize the potential for the accumulation of debris and moisture.

SECTION 704
DIMENSIONAL DESIGN

704.1 General. The shape of spas shall not be limited except from the standpoint of safety and/or circulation of the spa water.

704.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the bathing area which can cause the entrapment or injury to the user.

704.2 Water depth. The maximum water depth shall be four (4) feet measured from the waterline. Exceptions may be made for spas designed for a special purpose when approved by the Building Official.

704.2.1 Multi-level seating. Multi-level seating may be provided, but the maximum water depth of any seat or sitting bench shall be thirty (30) inches measured from the waterline.

704.3 Floors. The slope of the floor shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12).

704.4 Entry/exit requirements. Steps, seats, ladders or recessed treads shall be provided for entry and exit where water depths are greater than twenty-four (24) inches.

704.5 Steps and benches. The design and construction of spa steps, recessed steps, and seat benches, where used, shall conform to sections 604.7., notes 1. through 5.

1. Step treads shall have a minimum unobstructed horizontal depth of ten (10) inches for a minimum continuous width of twelve (12) inches.
2. Riser heights shall not be less than seven (7) inches nor greater than twelve (12) inches. Where the bottom tread serves as a bench or seat, the bottom riser may be a maximum of fourteen (14) inches above the spa floor.
3. Handrails, if used, shall be installed in such a way that they shall be removable only with tools.
4. Portable spa**s** are intended for entry and exit from the surface supporting the spa. If the spa rim of a portable spa is intended for use as a step, a handrail shall be provided.

SECTION 705
CIRCULATION SYSTEMS

705.1 General. A circulation system consisting of piping, inlets, suction outlets, and circulation equipment (pump, heater, filter and connecting piping) shall be provided for complete circulation of water through all parts of the spa.

705.1.1 Circulation turn over. The circulation system equipment shall be designed to turn over the entire spa water capacity at a minimum of once every hour.

705.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed according to the manufacturer's instructions.

705.2 Drainage. The circulation system shall be designed and fabricated to provide drainage from the spa and circulation equipment.

705.3 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, etc. that are dependent upon circulation pump flow.

SECTION 706
HEATERS

706.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 306 "Heaters" for all general requirements.

706.2 Automatic thermostatic limiting device. The maximum temperature of the spa shall be limited to one hundred and four (104) degrees. An automatic thermostatic limiting device to control water temperature shall be required.

CHAPTER 8
ABOVEGROUND SWIMMING POOLS

SECTION 801
SCOPE

801.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of residential above ground swimming pools. This chapter is not meant to cover semi-public pools, public pools, or in-ground residential pools.

SECTION 802
MATERIALS OF CONSTRUCTION

802.1 General. The materials of components and accessories used in and around aboveground pools shall be non-toxic and shall be compatible with the environment in which they are installed. These materials shall be capable of fulfilling the design, installation, and intended use requirements in this chapter.

802.2 Surfaces. The selection of all materials for components and accessories to be used in and around aboveground pools shall be such that all parts with external surfaces and edges that may come in contact with the user are assembled, arranged, and/or finished (deburred, polished, etc.) so that they will not constitute a cutting, pinching, puncturing, or abrasion hazard under casual contact and use.

SECTION 803
STRUCTURAL DESIGN

803.1 General. The structural design and materials used shall be used in accordance with generally accepted engineering practices.

803.1.1 Safety factor. The primary structure shall be designed for a factor of safety that conforms to accepted engineering structural standards based on the total static water pressure of the pool.

1. Steel shall have a factor of safety of at least 1.7, and aluminum shall have a factor of safety of at least 1.85.
2. The secondary structure(s) shall be designed for a factor of safety of 1.5, based on the static load without permanent deformation.

803.2 Climate protection. In climates subject to freezing temperatures, the pool shell and appurtenances, piping, hoses, filter system, pump**,** motor, and other components shall be designed and constructed to facilitate protection from damage due to freezing.

803.3 Slip resistant surface. The surfaces intended to provide footing for users shall be designed to provide a slip-resistant surface. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

803.4 Slope. The slope adjacent to the shallow area shall have a maximum slope of three (3) units horizontal to one (1) unit vertical (3:1), and the slope adjacent to the side walls shall have a maximum slope of one (1) unit horizontal to one (1) unit vertical (1:1).

SECTION 804
DIMENSIONAL DESIGN

804.1 General. No limits are specified for the shape of aboveground swimming pools except that consideration shall be given to shape from the stand-point of safety and circulation of the swimming pool water.

804.1.1 Construction tolerances. There shall be construction tolerances allowed on all dimensional designs. Overall length, width, and depth may vary plus or minus two inches (+/- 2”) unless otherwise specified.

804.2 Pool liners. Aboveground pool liners shall conform to the following:

1. Liners shall be sealed to produce a membrane to contain the water in a watertight envelope.

2. A winterized liner shall not physically crack when tested at minus twenty (-20) degrees Fahrenheit.
3. A standard grade liner shall not physically crack when tested at zero (0) degrees Fahrenheit.
4. Normal liner thickness shall be plus or minus 10 percent of the thickness given by the manufacturer.
5. Liners shall be so installed that a method is provided to prevent the liner from slipping from the retainer and the sidewalls.

804.3 Walls. Aboveground pool walls shall conform to the following:

1. Closure of walls shall be accomplished by mechanical joining which is capable of withstanding the maximum stress applied to the wall. The means of closure shall be described in easy-to-understand diagrams and/or language in the assembly instructions.
2. Maintenance of the wall shall be described in the instruction manual.

SECTION 805
ASSEMBLY, SAFETY AND MAINTENANCE

805.1 General. Each new swimming pool shall be supplied with a clear self-explanatory, illustrated set of instructions for installation, assembly and operation. Instructions shall include the following:

1. All caution warnings shall be written in bold type; a minimum of twice the size of the normal type used in the instructions and shall be contained in a bordered area.
2. A prominently displayed, permanent and tamper-proof warning label with lettering not less than one quarter (1/4) inch (0.6 cm) in height shall warn bathers that there will be “No Diving”.
3. A notice shall be included advising that the swimming pool, like any other item of equipment is subject to wear and deterioration and that certain types of excessive deterioration can lead to failure of the swimming pool structure, which might release large quantities of water that could cause bodily harm and property damage.
4. The instructions shall clearly list the manufacturer’s name and address or that of an agent.
5. The instructions shall advise the owner of some of the more important features related to safety concerning its ownership, operation and maintenance.

SECTION 806
LADDERS / STAIRS

806.1 General. All pools shall have a means of entry/exit consisting of not less than one ladder or stairs. Ladders/stairs shall conform to the following:

1. All ladder/stair treads shall have slip-resistant surfaces which are integral to or permanently attached to the tread surface.
2. Ladders/stairs shall provide two (2) handrails/handholds that serve all treads.
3. Written instructions for proper assembly and use of all ladders shall include the following:
   a. “Locate ladder on a solid base”.
   b. “One person on the ladder at a time”.
   c. “The ladder shall be installed per manufacturer’s instructions”.
   d. “Warning: No Diving-No Jumping”. Follow manufacturer’s instructions.
   e. Manufacturer shall provide instructions on which way to face when using the ladder.
   f. Portable ladders, “Warning: Remove ladder when not in use”. When a limited access ladder is used, a sign shall be provided which states “When not in use – remove or swing up and latch.”

SECTION 807
DECKS AND DECK EQUIPMENT

807.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 301 "Decks and Deck Equipment" for all general requirements.

807.2 Support. Decks shall not depend upon the pool for support.

807.3 Deck surface. The deck walking surface shall be:

1. A maximum of six (6) inches above the pool top rail.
2. Extend no more than three (3) inches beyond the inside of the top rail of the pool, and be parallel to the top rail of the pool.
3. Decks that are installed flush with the top rail shall have the gaps filled in or coped.
4. The deck surface shall be manufactured from materials that will be slip-resistant. The deck owner instruction manual shall provide any finishing instructions necessary to meet this requirement.

807.4 Rail. The top rail of the pool fence, deck fence, patio fence and walk-around fence shall be a minimum of thirty six (36) inches from the deck surface.

807.4.1 Height. Where provided, the height of the fence from the top horizontal bar to the top of the rail of the pool shall be a minimum of thirty six (36) inches.

807.4.2 Spacing. Open-air spacing between pickets shall be a maximum of four (4) inches between pickets and support posts.

807.4.3 Openings. Where a picket-type fence is provided, maximum openings between the top rail of the pool and the lower horizontal bottom rail of the fence shall not exceed four (4) inches.

807.5 Decal information. The deck package shall have affixed at point of entry a permanent weather resistant load capacity decal or plate containing the following information:

1. Warning
2. Maximum load capacity (person and equipment)

807.6 Safety sign. The deck package shall have affixed at the point of entry "Danger Do Not Dive or Jump" safety signs in accordance with standard specifications.

807.7 Width. Walk-around (patio) decks shall be a minimum of fifteen (15) inches wide, measured from the inside perimeter of the pool to the outside of the pool walk-around.

SECTION 808
CIRCULATION SYSTEMS

808.1 General. A circulation system consisting of pumps, hoses, tubing, piping, return inlets and suction outlets, skimmers, filters and other necessary equipment shall be provided for complete and continuous circulation of water through all parts of the pool

808.1.1 Circulation turn over. The equipment shall be of adequate size to turn over the entire pool water capacity at least once every eight (8) hours.

808.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement, and shall be installed according to the manufacturer's instructions.

808.1.3 Equipment placement. Pool equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, following manufacturer's instructions.

808.2 Water velocity. The water velocity in the pool pressure and suction lines shall not exceed ten (10) feet per second for pressure lines, and eight (8) feet per second for suction lines. Pool recirculation systems shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

808.3 Pipe and fitting material. Circulation system piping and fittings shall be of nontoxic material, shall be considered to be process piping, and be able to withstand operating pressures and operating conditions.

808.3.1 Drainage. Equipment shall be designed and fabricated to drain the pool water from the equipment by removal of drain plugs and manipulating valves, or by other methods. Refer to manufacturer's recommendations for specific information on draining the system.

808.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

808.5 Operation and maintenance manual. Written operation and maintenance instructions shall be provided for the circulation system.

SECTION 809
RETURN INLETS AND SUCTION OUTLETS

809.1 General. Return inlets and suction outlets shall be provided and arranged to produce a uniform disinfectant residual throughout the entire pool. Where skimmers are used, the return inlets shall be located to help bring floating particles within the range of the skimmers. Return inlets from the circulation system shall be designed to not constitute a hazard to the user.

809.2 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be installed in accordance with ANSI/APSP-7. Pools may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of pool drains:

Pool Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	By design
Three or more outlets	By design

809.2.1 Suction outlet grate. The pool shall not be operated if the suction outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.

809.3 Vacuum cleaner fittings. Where provided, the vacuum cleaner fitting(s) with safety covers, shall be located in an accessible position at least three (3) inches, and no greater than eighteen (18) inches below the minimum operating water level, or as an attachment to the skimmers. Wall fittings and safety covers shall be approved by a nationally recognized testing agency.

SECTION 810
HEATERS

810.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 306 "Heaters" for all general requirements.

810.2 Automatic thermostatic limiting device. The maximum temperature of the spa shall be limited to one hundred and four (104) degrees. An automatic thermostatic limiting device to control water temperature shall be required.

CHAPTER 9
PUBLIC AND SEMI-PUBLIC SWIMMING POOLS

SECTION 901
SCOPE

901.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of public and semi-public pools to be used for swimming which are operated by an owner, licensee, or concessionaire, regardless of whether a fee is charged for use. This chapter does not cover hot tubs, permanently installed residential pools, portable spas, aboveground pools, or other pools or spas, such as those operated for medical treatment, physical therapy, or other special purposes.

SECTION 902
MATERIALS OF CONSTRUCTION

902.1 General. Swimming pools and all appurtenances thereto shall be constructed of materials which are nontoxic, impervious and enduring, able to withstand the design stresses and which will provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth easily cleaned surface finish is applied or attached.

SECTION 903
STRUCTURAL DESIGN

903.1 General. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

903.2 Interior finish material. Sand or earth shall not be permitted as an interior finish in a swimming pool.

903.3 Climate protection. In climates subjects to freezing temperatures, the pool shell and appurtenances, piping, filter system, pump and motor, and other components shall be so designed and constructed to facilitate protection from damage due to freezing.

903.4 Slip resistant surface. The surfaces within the pool intended to provide footing for users shall be slip-resistant. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

903.5 Visibility. The colors, patterns, or finishes of the pool interior shall not obscure the existence or presence of objects or surfaces within the pool.

SECTION 904
DIMENSIONAL DESIGN

904.1 General. No limits are specified for the shape of swimming pools except that consideration shall be given to shape from the standpoint of safety and circulation of the swimming pool water.

904.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the swimming area which can cause the entrapment or injury to the user.

904.1.2 Construction tolerances. There shall be construction tolerances allowed on all dimensional designs. Overall length, width, and depth in the deep end may vary plus or minus three (+/-3) inches. All other overall dimensions may vary plus or minus two (+/-2) inches unless otherwise specified (such as in a Class A pool). The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one-quarter (+/-1/4) inch for pools with adjustable weir surface skimming systems, and of plus or minus one-eighth (+/-1/8) inch for pools with nonadjustable surface skimming systems.

904.1.3 Class A or D sizing. The size of Class A or D pools shall be governed by the requirements of the activities for which the installation is intended.

904.2 Walls. Walls in Class B and C pools shall not be greater than eleven (11) degrees from plumb (see Appendix A, figure 2) for a minimum depth of thirty three (33) inches from the waterline in deep areas, or twenty seven (27) inches in the shallow areas. Below these depths, the wall may be a radius to join the floor. Class A pools, where racing lanes terminate, shall have plumb walls.

904.3 Floors. Floor slopes shall be constructed as follows:

1. All slopes shall be uniform.
2. The slope of the floor from the shallow end wall towards the deep end shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12) to the point of the first slope change for Class A and B pools, or one (1) unit vertical per ten (10) units horizontal (1:10) for Class C pools.
3. The point of the first slope change shall be defined as the point at which the floor slope exceeds one (1) unit vertical per twelve (12) units horizontal (1:12) for Class A and B pools, or one (1) unit vertical per ten (10) units horizontal (1:10) for Class C pools.
4. The slope of the floor from the point of the first slope change to the deep end shall not exceed one (1) unit vertical per three (3) units horizontal (1:3). Such slopes are not intended to provide any less water depth than those specified if the pool is intended for diving.
5. Transitional radius from wall to floor where floor slopes join the wall shall comply with the following:
   a. The radius shall have its center no less than thirty three (33) inches below the waterline in deep areas or thirty (30) inches in the shallow area.
   b. The radius shall be tangent at the points where the radius meets the wall and the floor.
   c. The radius shall be equal to, or greater than, the depth of the pool minus the vertical wall depth measured from the waterline (or tolerance allowed in Section 904.1.2, minus three (3) inches to allow draining to the main drain.

904.4 Water depth. Water depths at the shallow end of the swimming area shall be three (3) feet minimum, and **f**orty two (42) inches minimum for racing pools. Exceptions may be made in a recessed area of the main swimming pool, outside the competitive and/or swimming course, when the pool is an irregular shape with the permission of the building official.

1. The beginners' area of the pool shall be visually set apart from, but may be adjoined to, the shallow area and shall not adjoin the deep area.
2. The transition point of the pool from the beginners' area to the shallow area and from the shallow to the deep area shall be visually set apart with a rope and float line, depth markers and a four (4) inch minimum width row of floor tile, pointed line, or similar means of color contrasting with the bottom. In diving pools with a constant slope, the shallow area shall be visually set apart from the deep area with a rope and float line, depth markers and a four (4) inch minimum width row of floor tile, painted line, or similar means of a color contrasting with the pool bottom.
3. Class A pools intended for competitive diving and swimming shall be designed and constructed to provide the water depths specified by Federation International de National Amateur (FINA) U.S. Swimming, and U.S. Diving.

904.5 Diving unit depth. Class B and C pools intended for diving shall conform to the minimum water depths, areas, slopes, and other dimensions shown in Appendix A, Figure 7. If a wall exists, then it shall conform to the three to one (3:1) slope in the Point D dimension and the L1-2-3-4 dimensions.

1. When diving equipment is installed, it shall conform to the specifications set forth in Section 301.6 and shall be located in the diving area of the pool to provide the minimum dimensions as shown in Appendix A, Figure 7. Competitive diving equipment shall not be installed on Class B and C pools.
2. The tip of the diving equipment shall be located at Point "A", which is the reference point of all other dimensions.
3. There shall be a completely unobstructed clear vertical distance of thirteen (13) feet above any diving board measured from the center of the front end of the board. This area shall extend horizontally at least eight (8) feet behind, eight (8) feet to each side, and sixteen (16) feet ahead of Point A.

4. Public pools with diving facilities in excess of three (3) meters (10 feet) in height, or pools designed for platform diving, shall comply with the dimensional design requirements of FINA, U.S. Diving, National Federation of State High School Associations (NFSHSA), etc.

904.6 Offset ledges. Offset ledges, as shown in Appendix A, figure 5, when provided, shall fall within eleven (11) degrees from plumb starting at the junction of the pool wall and waterline, and shall have a slip-resistant surface. Maximum width shall be eight (8) inches. The typical allowable dimensions are based on the depths shown

904.7 Underwater seat benches. Underwater seat benches, when provided, shall have a maximum horizontal seat bench depth of twenty (20) inches below the waterline, be visually set apart, have a slip-resistant surface, and shall be located fully outside of the required minimum diving water envelop if the pool is intended for use with diving equipment.

1. Underwater seat benches shall be permitted in the deep end of the pool only if they are either completely recessed, shaped to be compatible with the contour of the pool wall, or in a corner of the pool.

904.8 Occupancy load. Maximum occupancy load for pools shall be in accordance with the Building Code.

1. Consideration shall be taken by the designer/operator to make certain that there is adequate room for the users.

904.9 Wading pools. Wading pools shall be separated from public and semi-public swimming pools by a minimum four (4) foot height fence or partition with self-closing/self-latching gate to prevent the direct entrance of waders into the swimming pool areas. The gate and fence shall be designed and constructed in accordance with Section 401 and the gate shall be designed to swing toward the wading pool.

904.9.1 Walls. Walls in wading pools shall be vertical or within eleven (11) degrees of vertical except for the lower six (6) inches which shall be a radius to the floor. Walls shall not extend more than six (6) inches above the waterline at each point.

904.9.2 Floors. Floors of wading pools shall be uniform, sloped to drain with a maximum slope of one (1) unit vertical per twelve (12) units horizontal (1:12).

904.9.3 Water depth. Wading pools shall have a maximum water depth of twenty (20) inches. The water depth at the perimeter shall not exceed eighteen (18) inches. Water depths may be reduced from the above maximums and brought to zero (0) at the shallowest point.

SECTION 905
DECKS AND DECK EQUIPMENT

905.1 General. Reference Chapter 3, "General Pool and Spa Requirements" Section 301 "Decks and Deck Equipment" for all general requirements.

905.2 Accessible decks. Accessible decks and deck equipment shall comply as follows:

1. Risers for steps for the deck shall be uniform and have a minimum height of four (4) inches and a maximum height of seven (7) inches. The minimum tread depth shall be eleven (11) inches.
2. The minimum continuous, unobstructed deck width, including the coping, shall conform to the following, as appropriate:

   a. Class A pool-As recommended by the appropriate activity (FINA, U.S. Swimming, U.S. Diving.)

   b. Class B pool-Ten (10) feet minimum.

   c. Class C pool-Four (4) feet minimum.

   d. Class D pool-Three (3) feet minimum.

   e. A minimum four (4) foot deck width shall be provided on the sides and rear of any diving equipment.

A deck clearance of twenty-four (24) inches shall be provided around any other deck equipment that is thirty-six (36) inches or less in height above the deck. A deck clearance of thirty-six (36) inches shall be provided around all other deck equipment.

3. Deck(s) shall be sloped to effectively drain either to perimeter areas or to deck drains. Drainage shall remove pool splash water, deck cleaning water, and rain water without leaving standing water.

905.3 Manufactured diving equipment. Manufactured diving equipment shall be designed for swimming pool use and shall be installed in accordance with the manufacturers' recommendations.

1. Maximum board height over the water shall have a plus or minus three (+/-3) inch tolerance to allow for construction variances only on Class B and C pools.
2. The maximum construction tolerance of the tip of the board from Point "A" as shown in Appendix A, Figure 7, shall be plus or minus three (+/-3) inches on Class B and C pools. The diving equipment shall be in compliance with Section 904.5, item number 2.

SECTION 906
CIRCULATION SYSTEM

906.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other equipment shall be provided for complete circulation of water through all parts of the pool. Materials and equipment used in the circulation system shall comply with nationally recognized standards.

906.1.1 Circulation turnover. Equipment shall be of adequate size to turn over the pool water capacity at least once every eight (8) hours. The system shall be designed to give the proper turnover rate based on the manufacturer's recommended maximum pressure flow of the filter, in clean media condition. Water clarity shall be maintained as required by the health department.

906.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed according to the manufacturers' instructions.

906.1.3 Equipment placement. Pool equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, following manufacturers' instructions.

906.2 Water velocity. The water velocity in the pool piping shall not exceed ten (10) feet per second for discharge piping (except for copper pipe where the velocity should not exceed eight (8) feet per second), and six (6) feet per second for suction piping, unless summary calculations are provided to show that the greater flow is possible with the pump and piping provided. Pool piping shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

906.2.1 Wading pool. A wading pool shall have a separate circulation system of adequate size to turn over the entire pool water capacity at least once every two (2) hours.

906.3 Pipe and fitting materials. The circulation system piping and fittings shall be nontoxic, be considered to be process piping, and shall be of material able to withstand operating pressures and operating conditions. Pool piping subject to damage by freezing shall have a uniform slope in one (1) direction equipped with valves for adequate drainage. Pool piping shall be supported at sufficient intervals to prevent entrapment of air, water or dirt. Provisions shall be made for expansion or contraction of pipes.

906.3.1 Drainage. Equipment shall be designed and fabricated to drain the pool water from the equipment, together with exposed face piping, by removal of drain plugs and manipulating valves or by other means. Refer to manufacturers' recommendations for specific information on draining the system.

906.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system conditions shall be provided in the circulation system in an easily readable location, as required in section 908.2.

906.4.1 Class A, B and C requirements. Class A, B, and C public pools shall be provided with an indicator measuring the rate of flow through the filter system with an appropriate range readable in gallons per minute (GPM) and accurate within ten (10) percent actual flow.

906.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity and chemistry requirements. Time clocks may be used to set the operating period. When time clocks are used they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, slurry feeders, heaters, etc. that are dependent upon circulation pump flow.

906.6 Operation and maintenance manual. Operation and maintenance instructions shall be provided for the circulation system.

SECTION 907
FILTERS

907.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 302 "Filters" for all general requirements.

907.2 Filters. Filters shall be designed so that after cleaning per manufacturers' instructions, the system can provide the water clarity noted in Section 906.1.1.

SECTION 908
PUMPS AND MOTORS

908.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 303 "Pumps and Motors" for all general requirements.

908.2 Pressure and vacuum gauges. Pressure and vacuum gauges shall be installed on all Semi-public and Public Pools / Spas.

1. The vacuum gauge shall be installed as close to the pump return inlet as possible and still maintain an accurate reading.

2. The pressure gauge shall be installed on the face piping ahead of the filter or on top of the filter in the area of greatest filter pressure.

SECTION 909
RETURN INLETS AND SUCTION OUTLETS

909.1 General. Return inlets shall be provided and arranged to produce uniform circulation of water and maintain uniform disinfectant residual throughout the pool. Where skimmers are used, the return inlets shall be located to help bring floating particles within range of the skimmers.

909.2 Return inlets. Adjustable pool wall inlets shall be provided on all pools. Inlets shall be of sufficient number, properly designed, sized and installed to produce uniform circulation throughout the pool. There shall be a minimum of six inlets. Not less than one inlet shall be located within five (5) feet of each corner and in each step alcove. Inlets shall be on a closed loop piping system. Where the width of the pool exceeds thirty (30) feet, bottom returns will also be required. Bottom return inlets and wall inlets greater than thirty-six (36) inches below the water line shall be flush with the finish surface of the pool and designed to prevent injury to swimmers. Returns will be considered to have an area of influence described by a radius of fifteen (15) feet.

909.3 Drains. Pools shall be equipped with at least one (1) main drain located in the deepest portion. Drains shall be covered by grates, which are not readily removable by swimmers. Drains shall be spaced at intervals of not greater than one (1) for each twenty (20) feet of pool width in the deepest portion.

909.4 Suction outlet and drain designs. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be install in accordance with ANSI/APSP-7. Pools may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of pool drains:

Pool Drains

Drain Type	Allowable Means of Protection
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	By design
Three or more outlets	By design

909.4.1 Suction outlet grate. The pool shall not be operated if the suction outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.

909.5 Vacuum cleaning system. A pool vacuum cleaning system shall be provided. In integral systems, connections shall be provided in sufficient number and location in the pool walls and should be located at least ten inches below the water line. In addition, automatic or self-cleaning systems may be installed if they are approved by the building official. Vacuum systems are to be installed with positive type shut off valves in the equipment area. Vacuum systems shall be operational only when the vacuum lines are attached during the cleaning process. Vacuum inlets are to be installed with approved safety covers.

SECTION 910
SURFACE SKIMMER SYSTEM

910.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 304, "Surface Skimmer Systems" for all general requirements.

910.2 Perimeter skimmers. Where a perimeter-type surface skimming system is used as the sole surface skimming system, this system shall extend around a minimum fifty percent (50%) of the perimeter of the pool.

1. Where perimeter surface skimming systems are used, they shall be calculated to provide the circulation system with a system surge capacity of not less than one (1) gallon for each square foot of pool surface.

SECTION 911
DISINFECTANT EQUIPMENT, OXIDATION EQUIPMENT AND CHEMICAL FEEDERS

911.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 309, "Disinfectant Equipment, Oxidation Equipment and Chemical Feeders" for all general requirements.

911.2 Chemical testing. Every public and semi-public pool shall be supplied with a chemical test kit for the determination of pH, chlorine or bromine residuals, cyanuric acid (if used), total alkalinity, and calcium hardness.

SECTION 912
SAFETY

912.1 General. A public pool shall be provided with a suitable handhold around its perimeter in areas where depths exceed forty two (42) inches. Handholds shall consist of any one (1) or a combination of the items listed below:

1. Coping, ledge, or deck along the immediate top edge of the pool shall provide a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline. Rolled beams or negative edge surfaces do no meet the intent of this requirement.
2. Ladders, stairs, or seat ledges.
3. A rope or railing placed at, or not greater than twelve (12) inches above the waterline and secured to the

wall of the pool at not more than four (4) foot intervals. Ropes must be capable of withstanding the environmental conditions.

912.2 Depth markers. Depth markers shall conform to the following:

1. The depth of water in feet shall be plainly and conspicuously marked at or above the waterline on the vertical pool wall and on the top of the coping or edge of the deck or walk next to the pool.
2. Depth markers on the vertical pool wall shall be positioned to be read from the water side.
3. Depth markers on the deck shall be within eighteen (18) inches of the water edge and positioned to be read while standing on the deck facing the water.
4. Depth markers in or on the deck surfaces shall be slip-resistant.
5. There shall be a minimum of two (2) depth markers per pool, regardless of pool size or shape, spaced at not more than twenty-five (25) foot intervals uniformly located around the perimeter of the pool.
6. Depth markers shall be installed at intermediate increments of water depth not to exceed two (2) feet, nor spaced at intervals greater than twenty-five (25) feet.
7. Depth markers shall have a four (4) inch minimum height. Numbers shall be of contrasting color to the background on which they are applied, and the color shall be of a permanent nature.

SECTION 913
VISITOR AND SPECTATOR AREA

913.1 General. There shall be separation between the spaces used by visitors and spectators and those spaces used by bathers. The visitor and spectator area may be within the pool perimeter enclosure if it is in an area separated from the space used by bathers. The means of separation shall be equivalent to the required barrier/enclosure.

913.1.1 Toilet facilities. Separate toilets shall be provided for spectators. The quantity of fixtures shall be in accordance with the International Building Code.

SECTION 914
OPERATION AND MANAGEMENT

914.1 General. Public pools shall be maintained under the supervision and direction of a properly trained operator who shall be responsible for the sanitation, safety, and maintenance of the pool, and all physical and mechanical equipment and records as required by the Health Department.

914.1 Required postings. Rules and regulations for users and the occupancy load shall be posted in a conspicuous place to inform pool patrons.

SECTION 915
OPERATING PERMITS

915.1 General. A public pool shall not operate until the appropriate application has been submitted to the Health Department on the prescribed forms and a valid operating permit has been issued by the Health Department. The permit shall be renewed as required by the Health Department.

CHAPTER 10
PUBLIC AND SEMI-PUBLIC SPAS

SECTION 1001
SCOPE

1001.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of public and semi-public spas to be used for swimming and operated by an owner, licensee, or concessionaire, regardless of whether a fee is charged for use. This chapter does not cover spas operated for medical treatment, physical therapy, or other special purposes.

SECTION 1002
MATERIALS OF CONSTRUCTION

1002.1 General. Spas and all appurtenances thereto shall be constructed of materials which are nontoxic, are impervious and enduring, can withstand the design stresses, and which will provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth easily cleaned surface finish is applied or attached.

SECTION 1003
STRUCTURAL DESIGN

1003.1 General. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

1003.2 Interior finish material. Sand or earth shall not be permitted as an interior finish in a spa.

1003.3 Climate protection. In climates subject to freezing temperatures, the spa shell and appurtenances, piping, filter system, pump and motor, and other components shall be so designed and constructed to facilitate protection from damage due to freezing.

1003.4 Slip resistant surface. The surfaces within the spa intended to provide footing for users shall be designed to provide a slip-resistant surface. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

1003.5 Visibility. The colors, patterns, or finishes of the spa interior shall not obscure the existence or presence of objects or surfaces within the spa.

SECTION 1004
DIMENSIONAL DESIGN

1004.1 General. No limits are specified for the shape of spas except that consideration shall be given to shape from the standpoint of safety and circulation of the spa water.

1004.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the bathing area which can cause entrapment or injury to the user.

1004.1.2 Construction tolerances. The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one-quarter (+/- 1/4) inch for spas with adjustable weir surface skimming systems, and plus or minus one-eighth (+/- 1/8) inch for spas with nonadjustable surface skimming systems.

1. There shall be a construction tolerance on all other dimensional designs. Overall dimensions may vary plus or minus two (+/- 2) inches unless otherwise specified.

1004.2 Water depth. The maximum water depth shall be four (4) feet measured from the waterline. Exceptions may be made for spas designed for a special purpose when approved by the Building Official.

1004.2.1 Multi-level seating. Multi-level seating may be provided, but the maximum water depth of any seat or sitting bench shall be thirty (30) inches measured from the waterline.

1004.3 Floor. The slope of the floor shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12).

1004.4 Entry and exiting requirements. Steps, seats, ladders or recessed treads shall be provided for entry and exit where water depths are greater than twenty-four (24) inches.

1. Spas shall be equipped with at least one handrail (or ladder equivalent) for each fifty (50) feet of perimeter, or portion thereof, to designate the point of entry and exit.

1004.5 Steps and benches. The design and construction of spa steps, recessed steps, and seat benches, where used, shall conform to the following:

1. Step treads shall have a minimum unobstructed horizontal depth of ten (10) inches for a minimum continuous width of twelve (12) inches. Step treads shall have slip-resistant surfaces.
2. Riser heights shall not be less than seven (7) inches nor greater than twelve (12) inches. Where the bottom tread serves as a bench or seat, the bottom riser may be a maximum of fourteen (14) inches above the spa floor.
3. The first and last risers required by 1004.4 above are not required to be uniform but shall comply with riser height requirements as noted above. The first (top) riser is measured from the finished deck.
4. Intermediate risers, those between the first and last risers, shall be uniform in height (to within three eighths (3/8) of an inch).
5. Each set of steps shall be provided with at least one (1) handrail to serve all treads and risers.

   a. Handrails shall be installed in a way that they may be removed only with tools.

   b. The leading edge of a handrail in the spa shall be no more than eighteen (18) inches plus or minus three (3) inches horizontally from the vertical plane of the bottom riser (where applicable).
6. Seats or benches may be provided as part of the steps.

1004.6 Ladders. The design and construction of spa ladder(s), where used, shall conform to the following:

1. Spa ladders shall be made entirely of corrosion-resistant material.
2. Ladder treads shall have slip-resistant surfaces.
3. Ladders shall provide two (2) handholds/handrails.
4. The outside diameter of a ladder rail shall be not less than one (1) inch and not great than two and one quarter (2-1/4) inches.
5. Below the water level, there shall be a clearance of not more than six (6) inches nor less than three (3) inches between any ladder tread edge, measured from the spa wall side of the tread to the spa wall.
6. The clear distance between ladder handrails shall be a minimum of seventeen (17) inches and a maximum of twenty-four (24) inches.

1004.7 Treads. The design and construction of recessed treads, where provided, shall conform to the following:

1. Recessed treads at the centerline shall have a uniform vertical spacing of twelve (12) inches maximum and seven (7) inches minimum.
2. The vertical distance between the spa coping edge, deck, or step surface and the uppermost recessed tread shall be a maximum of twelve (12) inches.
3. Recessed treads shall have a minimum depth of five (5) inches and a minimum width of twelve (12) inches.
4. Recessed treads shall drain into the spa to prevent the accumulation of dirt and shall be slip-resistant.
5. Each set of recessed treads shall be provided with a set of handrails/grabrails/handholds to serve all treads and risers.

SECTION 1005
DECKS AND DECK EQUIPMENT

1005.1 General. Reference Chapter 3, Section 301, "Decks and Deck Equipment" for all general requirements.

1005.2 Accessible decks. Accessible decks and deck equipment and shall comply as follows:

1. Risers for steps for the deck shall be uniform and have a minimum height of four (4) inches and a maximum height of seven (7) inches. The minimum tread depth shall be eleven (11) inches.

2. The minimum slope of the deck(s) shall be one-eighth (1/8) unit vertical per twelve (12) units horizontal (1/8:12) for textured, hand-finished concrete decks; one-quarter (1/4) unit vertical per twelve (12) units horizontal (1/4:12) for exposed aggregate concrete decks; and one-half (1/2) unit vertical per twelve (12) units horizontal (1/2:12) for indoor/outdoor carpeting decks, unless an alternate drainage method is provided.

3. The maximum slope of all decks other than wood decks shall be one (1) unit vertical per twelve (12) units horizontal (1:12) except for ramps. The maximum slope for wood decks shall be one-eighth (1/8) unit vertical per twelve units horizontal (1/8:12). Gaps in wood decks shall be based on generally accepted engineering practices with respect to the type of wood used.

   a. Deck(s) shall be sloped to effectively drain either to perimeter areas or to deck drains. Drainage shall remove spa splash water, deck cleaning water and rain water without leaving standing water.

SECTION 1006
CIRCULATION SYSTEM

1006.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other equipment shall be provided for complete circulation of water through all parts of the spa. Materials and equipment used in the circulation system shall comply with nationally recognized standards.

1006.1.1 Circulation turnover. Equipment shall be of adequate size to turn over the spa water capacity at a rate of not less than once in thirty (30) minutes. The system shall be designed to give the proper turnover rate based on the manufacturer's recommended maximum pressure flow of the filter, in clean media condition of the filter. Water clarity shall be maintained as required by the Health Department.

1006.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed according to the manufacturer's instructions.

1006.1.3 Equipment placement. Spa equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, and shall follow manufacturer's instructions.

1006.2 Water velocity. The water velocity in the spa piping shall not exceed ten (10) feet per second for discharge piping (except for copper pipe where the velocity should not exceed eight (8) feet per second), and six (6) feet per second for suction piping, unless summary calculations are provided to show that greater flow is possible with the pump and piping provided. Spa piping shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

1006.3 Pipe and fitting materials. The circulation system piping and fittings shall be nontoxic, be considered to be process piping, and shall be of material able to withstand operating pressures and conditions. Spa piping subject to damage by freezing shall have a uniform slope in one (1) direction equipped with valves for adequate drainage. Spa piping shall be supported at sufficient intervals to prevent entrapment of air, water or dirt. Provisions shall be made for expansion or contraction of pipes.

1006.3.1 Drainage. Equipment shall be designed and fabricated to drain the spa water from the equipment, together with exposed face piping, by removal of drain plugs and manipulating valves, or by other means. Refer to manufacturer's recommendations for specific information on draining the system.

1006.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

1006.4.1 Indicator requirement. Public spas shall be provided with an indicator measuring the rate of flow through the filter system with an appropriate range readable in gallons per minute (GPM) and accurate to within ten percent (10%) of actual flow.

1006.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity and water chemistry requirements. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, slurry feeders, heaters, etc. that are dependent upon circulation pump flow.

1006.6 Operations and maintenance manual. Operation and maintenance instructions shall be provided for the circulation system.

SECTION 1007
PUMPS AND MOTORS

1007.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 303 "Pumps and Motors" for all general requirements.

1007.2 Pressure and vacuum gauges. Pressure and vacuum gauges shall be installed on all Semi-public and Public Pools / Spas.

1. The vacuum gauge shall be installed as close to the pump return inlet as possible and still maintain an accurate reading.

2. The pressure gauge shall be installed on the face piping ahead of the filter or on top of the filter in the area of greatest filter pressure.

SECTION 1008
RETURN INLETS AND SUCTION OUTLETS

1008.1 General. Return inlet(s) and suction outlet(s) shall be provided and arranged to produce a uniform circulation of water and maintain a uniform disinfectant residual throughout the spa. Where skimmers are used, the return inlet(s) shall be located to help bring floating particles within range of the skimmers. Return inlet(s) from the circulation system shall be designed to not constitute a hazard to the bather.

1008.2 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be installed in accordance with ANSI/APSP-7. Spas may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of spa drains:

Spa Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	As designed
Three or more outlets	As designed

1008.3 Suction outlet grate. A spa shall not be operated if the outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.

1008.4 Suction outlet plumbing. When multiple suction outlets are used they shall be plumbed so that water is drawn through them simultaneously by means of a common line to the pump.

SECTION 1009
SURFACE SKIMMER SYSTEM

1009.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 304, "Surface Skimmer Systems" for all general requirements.

1009.2 Perimeter skimmers. Where perimeter surface skimming systems are used, they shall be connected to provide the circulation system with a system surge capacity of not less than two and one half (2-1/2) gallons for each square foot of spa surface.

1. Where perimeter surface skimming systems are used, they shall be designed to provide the circulation system with a system surge capacity of not less than one (1) gallon for each square foot of spa surface.

SECTION 1010
AIR INDUCTION SYSTEM

1010.1 General. Any air induction system shall prevent water back-up that could cause electrical shock hazards.

1010.2 Air intake source. Air intake sources shall not introduce water, dirt, or contaminants into the spa.

1010.3 Installation. Air induction systems shall be installed in accordance with manufacturer's instructions.

SECTION 1011
WATER SUPPLY

1011.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 307, "Water Supply" for all general requirements.

1011.1.1 Health department requirement. The water supply serving the spa, shall meet the requirements of the Health Department before the spa is put in use.

SECTION 1012
DISINFECTANT EQUIPMENT AND CHEMICAL FEEDERS

1012.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 309 "Disinfectant Equipment, Oxidation Equipment and Chemical Feeders" for all general requirements.

1012.1.1 Health department requirement. Every spa shall be required to have disinfectant agent equipment in compliance with the requirements of the Health Department.

1012.2 Chemical feeders. The installation and use of chemical feeders shall conform to the following:

1. Chemical feeders shall be installed downstream from the filter and heater. Erosion-type feeders shall be allowed to feed solution to the suction side of the pump.
2. A Chemical feeder shall be installed to introduce the gas or solution downstream from the heater and, if possible, at a position lower than the heater outlet fitting.
3. Chemical feeders and pumps shall be wired to not operate unless the filter pump is running. If the chlorinator has an independent timer, the filter and chemical feed pump timers shall be interlocked.

SECTION 1013
SAFETY

1013.1 General. A public spa shall be provided with a suitable handhold around its perimeter in areas where depths exceed Forty two (42) inches. Handholds shall consist of any one (1) or a combination of the items listed below:

1. Coping, ledge, or deck along the immediate top edge of the spa shall provide a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline. Rolled beams or negative edge surfaces do no meet the intent of this requirement; or
2. Ladders, stairs, or seat ledges; or
3. A secured rope or railing placed at, or not more than twelve (12) inches above the waterline and secured at not more than four feet intervals to the wall of the spa. Ropes must be able to withstand the environmental conditions.

1013.1 Depth markers. Depth markers shall conform to the following:

1. The depth of the water in feet shall be plainly and conspicuously marked at or above the waterline on the vertical spa wall and on the top of the coping or edge of the deck or walk next to the spa.

   a. Depth markers on the vertical spa wall shall be positioned to be read from the water side.

   b. Depth markers on the deck shall be within eighteen (18) inches of the water edge and positioned to be read while standing on the deck facing the water.
2. Depth markers in or on the deck surfaces shall be slip-resistant.
3. There shall be a minimum of two (2) depth markers per spa, regardless of spa size or shape, spaced at no more than twenty five (25) foot intervals uniformly located around the perimeter of the spa.
4. Depth markers shall have a four (4) inch minimum height. Numbers shall be of contrasting color to the background on which they are applied, and the color shall be of a permanent nature.

SECTION 1014
OPERATION AND MANAGEMENT

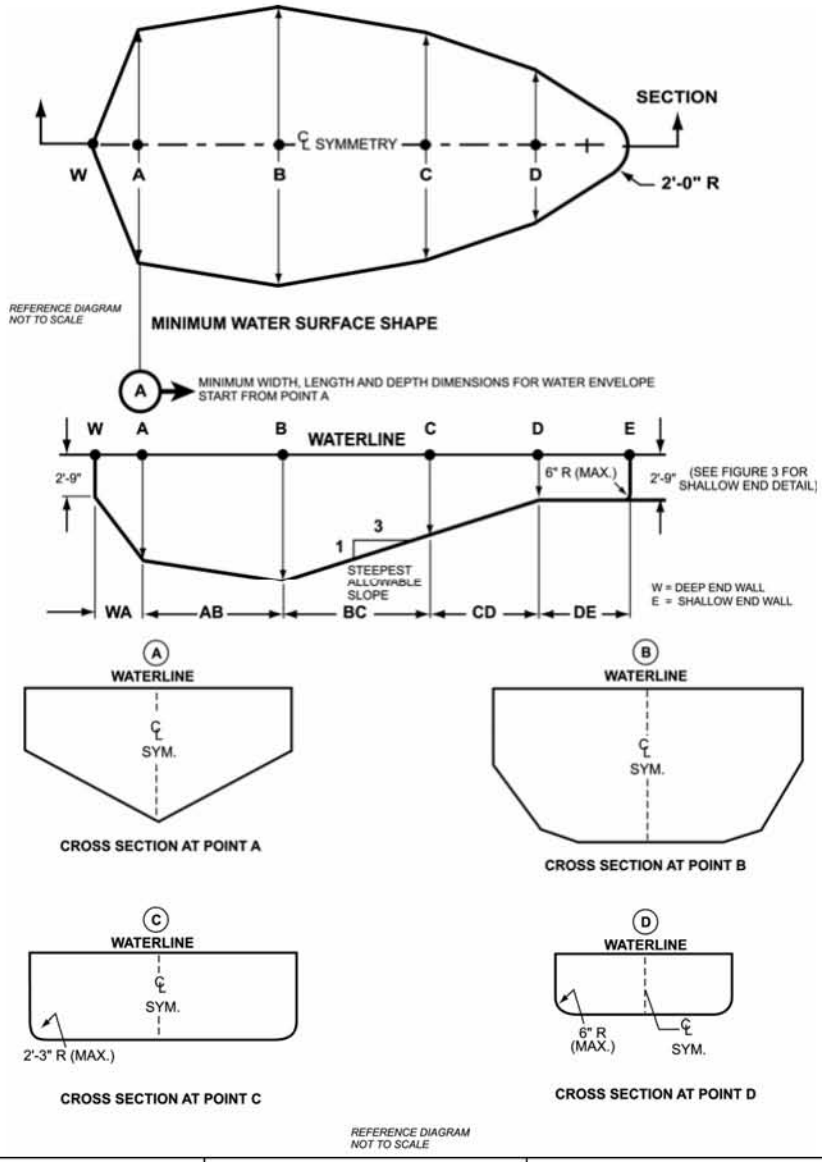
1014.1 General. Public spas shall be maintained under the supervision and direction of a properly trained operator who shall be responsible for the sanitation, safety, and maintenance of the spa, and all physical and mechanical equipment and records as required by the Health Department.

1014.2 Required postings. Rules and regulations for users and the occupancy load shall be posted in a conspicuous place.

SECTION 1015
OPERATING PERMITS

1015.1 General. A public spa shall not operate until the appropriate application has been submitted to the Health Department on the prescribed forms and a valid operating permit has been issued by the Health Department. The permit shall be renewed as required by the Health Department.

APPENDIX A
DRAWINGS AND DIAGRAMS



Pool type	Minimum depths at point				Minimum widths at point				Minimum lengths between points					
	A	B	C	D	A	B	C	D	WA	AB	BC	CD*	DE	WE
O	Manufactured diving equipment is prohibited													
I	6'-0"	7'-6"	5'-0"	2'-9"	10'-0"	12'-0"	10'-0"	8'-0"	1'-6"	7'-0"	7'-6"	Varies	6'-0"	28'-9"
II	6'-0"	7'-6"	5'-0"	2'-9"	12'-0"	15'-0"	12'-0"	8'-0"	1'-6"	7'-0"	7'-6"	Varies	6'-0"	28'-9"
III	6'-10"	8'-0"	5'-0"	2'-9"	12'-0"	15'-0"	12'-0"	8'-0"	2'-0"	7'-6"	9'-0"	Varies	6'-0"	31'-3"
IV	7'-8"	8'-6"	5'-0"	2'-9"	15'-0"	18'-0"	15'-0"	9'-0"	2'-6"	8'-0"	10'-6"	Varies	6'-0"	33'-9"
V	8'-6"	9'-0"	5'-0"	2'-9"	15'-0"	18'-0"	15'-0"	9'-0"	3'-0"	9'-0"	12'-0"	Varies	6'-0"	36'-9"

1. *Minimum length between points CD may vary based upon water depth at point D and the slope between points C & D.
2. Figure 3 drawings are not to scale. (For pool types, see Glossary.)

FIGURE 1

MINIMUM DIMENSIONS FOR RESIDENTIAL POOLS
WITH MANUFACTURED DIVING EQUIPMENT

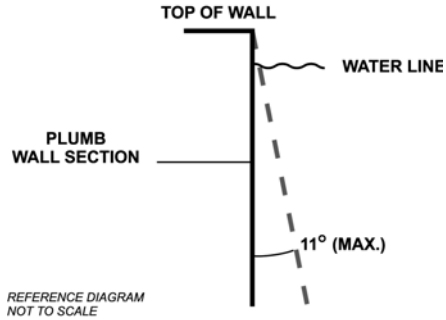


FIGURE 2
MAXIMUM ALLOWABLE WALL SLOPE

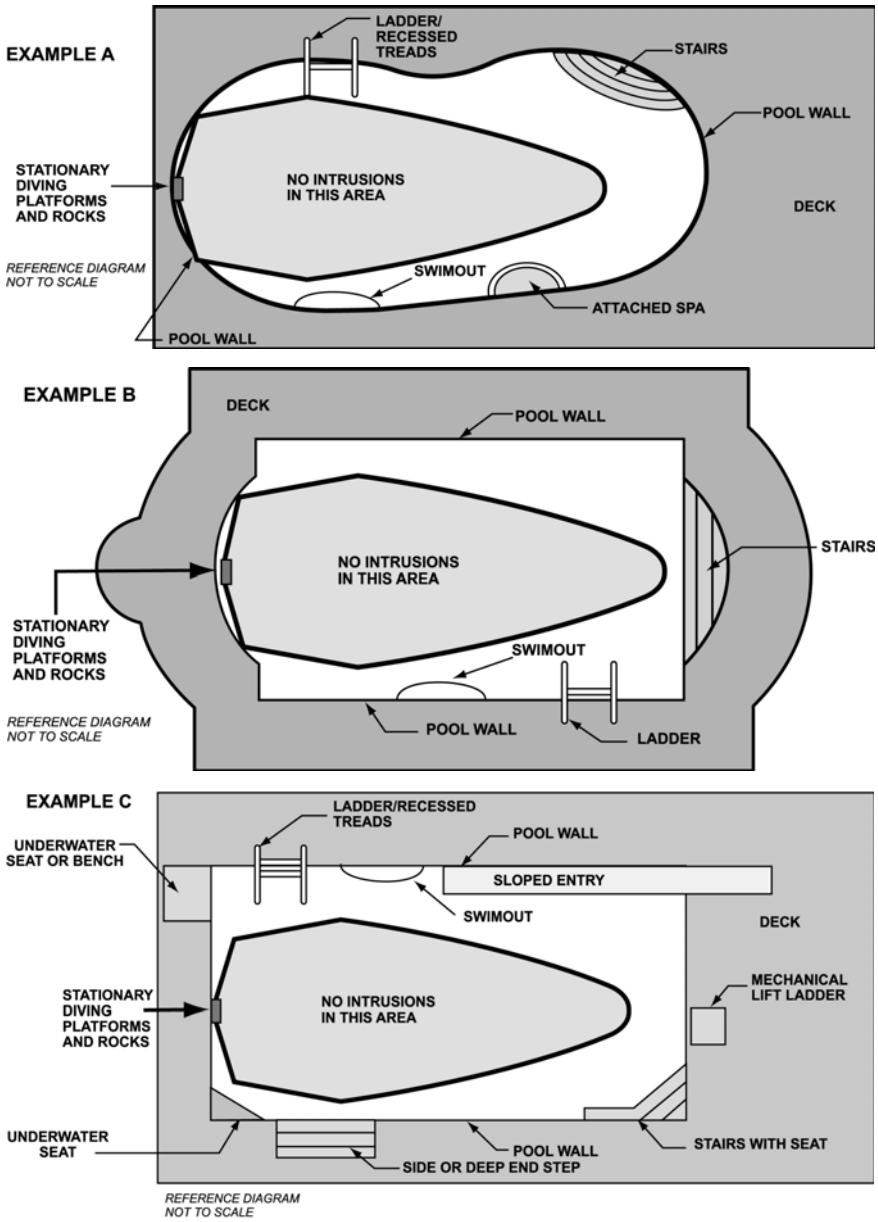


FIGURE 3
TOP VIEW EXAMPLES OF ACCESSORY EQUIPMENT AND POOL FEATURES
PROHIBITED IN THE WATER ENVELOPE FOR POOL TYPES I - V

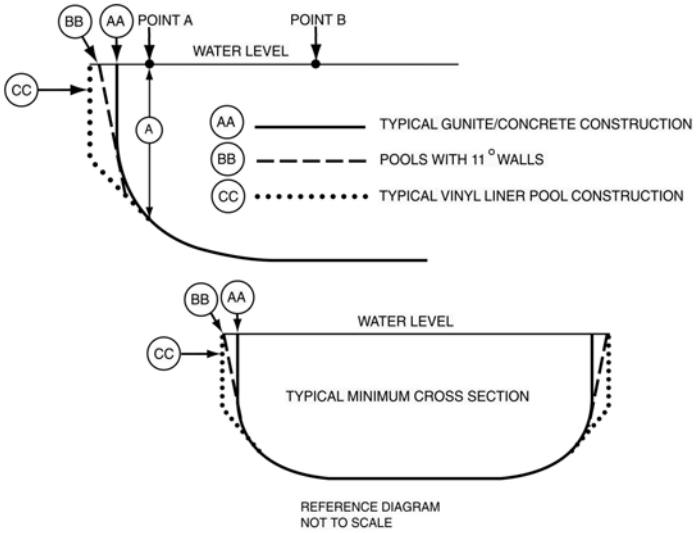


FIGURE 4

TYPICAL POOL DESIGN CONFIGURATIONS FOR VINYL, GUNITE AND CONCRETE CONSTRUCTION FOR POOL TYPES I - V

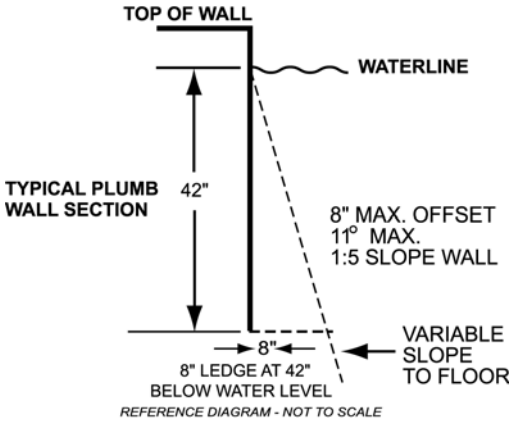


FIGURE 5

OFFSET LEDGES FOR POOL TYPE I – V POOLS

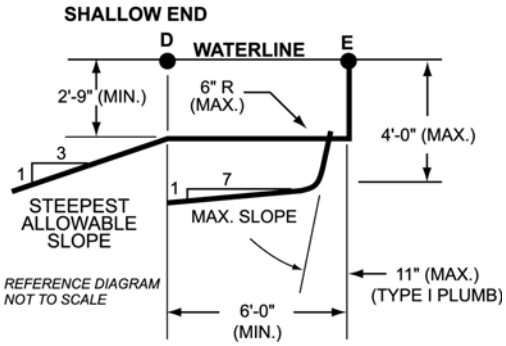
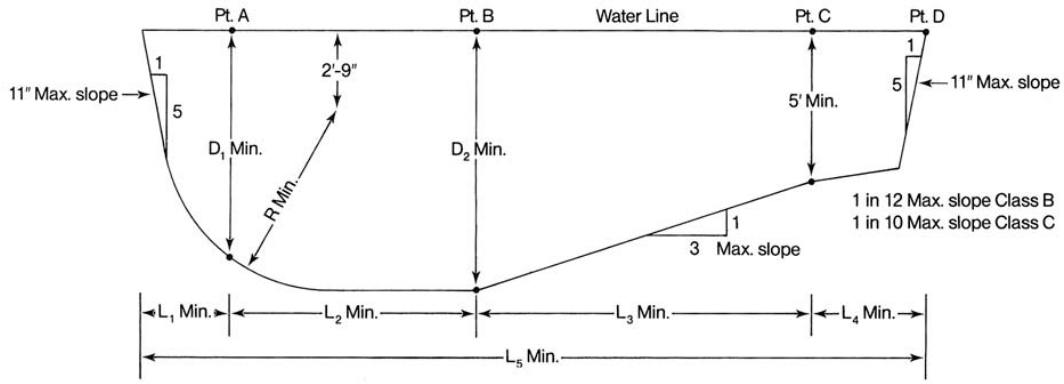


FIGURE 6

SHALLOW END DEPTHS FOR TYPE I – V POOLS



POOL TYPE	MINIMUM DIMENSIONS								MINIMUM WIDTH OF POOL AT:		
	D_1	D_2	R	L_1	L_2	L_3	L_4	L_5	PT.A	PT.B	PT.C
VI	7′-0″	8′-6″	5′-6″	2′-6″	8′-0″	10′-6″	7′-0″	28′-0″	16′-0″	18′-0″	18′-0″
VII	7′-6″	9′-0″	6′-0″	3′-0″	9′-0″	12′-0″	4′-0″	28′-0″	18′-0″	20′-0″	20′-0″
VIII	8′-6″	10′-0″	7′-0″	4′-0″	10′-0″	15′-0″	2′-0″	31′-0″	20′-0″	22′-0″	22′-0″
IX	11′-0″	12′-0″	8′-6″	6′-0″	10′-6″	21′-0″	0	37′-6″	22′-0″	24′-0″	24′-0″

FIGURE 7

MINIMUM DIMENSIONS FOR DIVING PORTION
OF CLASS B AND C POOLS

APPENDIX A

TABLE ONE

NOTE: Abbreviations used in this table refer to standards or specifications issued by the organizations identified below:

ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094
ANSI	American National Standards Institute 11 West 42rd Street, New York, NY 10036
ASME	American Society of Mechanical Engineers 345 East 47th Street, New York, NY 10017-2392
ASTM	American Society of Testing & Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959
CPSC.	The Consumers Product Safety Commission 4330 East West Highway Bethesda, MD 20814
IAPMO	International Association of Plumbing & Mechanical Officials 20001 South Walnut Drive Walnut, CA 91789
NEC	National Electrical Code (see NFPA)
NFPA	National Fire Protection Association One Batterymarch Park Quincy, MA 02169-7471
NSF	NSF International 3475 Plymouth Road P.O. Box 130140 Ann Arbor, MI 48101-0140
NSPI	National Spa & Pool Institute 2111 Eisenhower Avenue Alexandria, VA 22314
NSPF	National Swimming Pool Foundation 10803 Gulfdale, Suite 300 San Antonio, TX 78216
UL	Underwriters Laboratories 333 Pfingsten Road Northbrook, IL 60062-2096

TABLE TWO

MATERIALS AND STANDARDS

MATERIALS & APPLICATIONS	STANDARDS
Copper Tubing	ASTM B 88-03, Specification for Seamless Copper Tube
Welded Copper Tubing	ASTM B 477-02, Specification for Welded Copper Tube
ABS	ASTM D 1527-99-01(2005), Specification for Acrylonitrile Butadiene Stryrene (ABS) Plastic Pipe, Schedules 40 and 80
	ASTM D 2235-01, Specification for Solvent Cements for Acrylonitrile Butadiene-Styrene (ABS) Plastic Pipe and Fittings
PVC	ASTM 1785-04, Specification for Poly (vinyl chloride) (PVC) Plastic Pipe, Schedules 40, 80, 120
	ASTM D 2564-02, Specifications for Solvent Cements for Poly (vinyl chloride) (PVC) Plastic Pipe and Fittings
CPVC	ASTM D 2846/D, Specification for Chlorinated Poly (vinyl chloride) (CPVC) Plastic and Hot and Cold Water Distribution System
	ASTM D 2855-96 (2002), Specifications for Solvent Cements for Chlorinated Poly (vinyl chloride) (CPVC) Plastic Pipe and Fittings
PB	ASTM D 3309-96a (2002), Specification for Polybutylene (PB) Plastic Hot Water Distribution Systems
PEX	F877-02-01, Specification for Cross-Linked Polyethelene (PEX) Plastic Hot and Cold Water Distribution Systems
Steel Pipe Galvanized	ASTM 53/A, 53M-02, Specification for Pipe, Steel Black and Hot-Dipped, Zinc-Coated Welded and Seamless
Soldered Joints	ASTM B 828-02 Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube
Threaded Joints	ANSI/ASME B1.20.1-1983 (R2001), Pipe Threads, General Purpose (inch)

Suction Fittings	ANSI/ASME All 2.19.9.8m-1987 (R1996), Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, Hot Tubs and Whirlpool Bathtub Appliances
Couplings or Hose	ASTM 564-04a Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings
Pump/Motors	NEMA MG1-2005 Motors and Generators
Pool/Spa Heaters	UL1261 Electric Water Heaters for Pools and Tubs
Equipment	NSF Standard 50 Circulation System Components for Swimming Pools, Spas or Hot Tubs
Water Supply	ASME A 112.1.2-1991 (R2002) Air Gaps in Plumbing Systems

Town Council Regular Session **Item # 2. b.**

Meeting Date: 05/15/2013
Requested by: Chuck King
Submitted By: Chuck King, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING: ORDINANCE NO.'S (O)13-05 THROUGH (O)13-14, ADOPTING CERTAIN DOCUMENTS COLLECTIVELY KNOWN AS THE 2012 INTERNATIONAL BUILDING CODES, THE 2011 ELECTRICAL CODE AND THE 2012 POOL AND SPA CODE

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This is an effort to update the building codes to the most recent editions, including an update to the associated amendments as necessary.

Adoption of these Codes and associated local amendments is intended to maintain consistency with our neighboring jurisdictions and reflect changes to federal and state laws enacted since adoption of the 2006 Codes. Pima County, the City of Tucson, the Town of Sahuarita and the Town of Marana have already adopted the updated Codes. Uniform adoption of the latest Codes establishes regional consistency for the benefit of the building community.

In addition to the benefits to the development community, there will be tremendous benefits to end users as well. New residential and commercial buildings will be significantly more energy efficient and cost less to operate. Pools and spas will be safer, and those individuals requiring ADA accommodations will benefit from a building code that reflects changes in federal law, thus removing areas of confusion and conflict.

BACKGROUND OR DETAILED INFORMATION:

The Town currently uses the 2006 Codes, which were adopted with an effective date of January 1, 2007. Codes are updated every 3 years and are typically adopted approximately one year after they are published. The 2009 editions were not proposed for consideration and were not adopted by the Town or other local jurisdictions due to depressed economic conditions.

Staff worked with neighboring jurisdictions to review the Codes and develop proposed amendments to maintain regional consistency. Staff also reached out to the development community to obtain concurrence and endorsement. The Town has a long partnership with SAHBA (Southern Arizona Home Builders Association) in the review and implementation of each and every code cycle update. As a result of ongoing discussions with SAHBA's Executive Director and Technical Liaison, their organization has endorsed the Residential Code as amended.

New for this cycle, staff also reached out to MPA (Metropolitan Pima Alliance) and ABA (Arizona Builders

Alliance).

The 2012 International Building Codes are developed by code and industry professionals through a series of submittals and hearings on a national level. These codes represent the latest in technological advances, code development and improvements, and the latest in performance requirements related to energy and water conservation. The amendments proposed have been reduced significantly from previous code cycles, and other than the administrative provisions specific to Oro Valley, are closely aligned with those adopted by other local jurisdictions. The codes also reflect changes to federal law, and the amendments address state laws enacted since adoption of the previous code editions.

The 2012 Energy Conservation Code represents an approximate 29% increase in energy efficiency over the 2006 edition.

The 2012 Oro Valley Pool and Spa Code represents an update to our currently adopted 2008 edition. It also accounts for technological advances, such as specifically incorporating federal law designed to prevent bather entrapment, and provides very clear language that is easily understood in regard to pool and spa safety features. THE REQUIREMENT FOR A PERMIT WHEN THE SCOPE OF WORK EXCEEDED A THRESHOLD OF $1,000.00 HAS BEEN REMOVED FROM THIS CODE WHEREAS IT WAS REQUIRED IN THE 2008 EDITION OF THE POOL CODE.

The 2011 National Electrical Code has also been advanced with consideration of new technology and addresses electrical life-safety at its core. Some of the greatest changes through the last two code cycles address safe installations of photovoltaic (solar) systems. New requirements are in place to protect the end users as well as first responders who encounter live power systems even after electrical systems have been shut down.

Finally, adoption of the updated Codes will directly improve our ISO (Insurances Services Office) rating. This rating, as well as a host of other factors, is used by insurance companies to calculate property insurance rates. The Town currently carries an ISO rating of 9, (on a scale of 1-10) and we can reasonably expect this rating to improve to 3 or 4. This will benefit all property owners in the Town by helping to obtain the lowest possible individual insurance rates.

FISCAL IMPACT:

The fiscal impact to the Town is nominal. Cost of copies, training of staff and implementation have been accounted within the current adopted Town operating budget.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Ordinance No.'s (O)13-5 through (O)13-14, adopting the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, International Fuel Gas Code, International Energy Conservation Code, International Property Maintenance Code, the 2011 edition of the National Electrical Code, and the 2012 edition of the Oro Valley Pool and Spa Code, with amendments thereto, and to repeal all ordinances that are in conflict with these codes and amendments.

Attachments

(O)13-05 International Building Code 2012

2012 IBC Amendments

(O)13-06 International Residential Code 2012

2012 IRC Amendments

(O)13-07 International Plumbing Code 2012

2012 IPC Amendments

(O)13-08 International Mechanical Code 2012

2012 IMC Amendments
(O)13-09 International Fuel Gas Code 2012
2012 IFGC Amendments
(O)13-10 International Fire Code 2012
2012 IFC Amendments
(O)13-11 International Property Maintenance Code 2012
2012 IPMC Amendments
(O)13-12 International Energy Conservation Code 2012
2012 IECC Amendments
(O)13-13 TOV Pool & Spa Code 2012
2012 Pool and Spa Code Amendments
(O)13-14 National Electric Code 2011
2011 NEC Amendments

ORDINANCE NO. (O)13-05

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, SECTION 6-1-1 ENTITLED "BUILDING CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL BUILDING CODE"; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Building Code", otherwise known as the "2012 International Building Code" on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O) 95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, Building", as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Section 6-1-1 is the Town of Oro Valley's Building Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-19 making that certain document entitled the "Building Code" otherwise known as the "2012 International Building Code", with amendments thereto a public record; and

WHEREAS, changes made to the Building Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Building Code" otherwise known as the "2012 International Building Code" with amendments thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley as follows:

Section 1. Oro Valley Town Code Section 6-1-1 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-1-1 Building Code

The Town of Oro Valley's adopted building code is the "~~2006~~ 2012 International Building Code," as amended~~, three~~. Three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Building Code is made a public record by Resolution No: (R)13-19.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE INTERNATIONAL BUILDING CODE, 2012 EDITION

The following provision of the International Building Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

CHAPTER 1

Revise Section 101.1, by inserting **THE TOWN OF ORO VALLEY** where [**NAME OF JURISDICTION**] is requested.

Revise Subsection 101.2.1 as follows:

[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted**; THEREFORE, THE FOLLOWING APPENDICES ARE ADOPTED AS PART OF THIS CODE:**

APPENDIX F -RODENTPROOFING
APPENDIX H -SIGNS
APPENDIX I -PATIO COVERS

Revise Subsection 101.4.3 as follows:

[A] 101.4.3 Plumbing. The provisions of the *International Plumbing Code* shall apply to the installation, *alteration*, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. ~~The provisions of the *International Private Sewage Disposal Code* shall apply to private sewage disposal systems.~~

Add new Subsection 101.4.7 as follows:

[A] 101.4.7 ELECTRICAL. THE PROVISIONS OF THE NATIONAL ELECTRIC CODE (NFPA 70) SHALL APPLY TO THE INSTALLATION OF ELECTRICAL SYSTEMS, AND SHALL INCLUDE REPAIRS, REPLACEMENT, ALTERATIONS, EQUIPMENT, APPLIANCES, FIXTURES, AND APPURTENANCES THERETO.

Add new Subsection 101.4.8 as follows:

[A] 101.4.8 POOLS AND SPAS. THE PROVISIONS OF THE *TOWN OF ORO VALLEY POOL AND SPA CODE* SHALL APPLY TO ALL INSTALLATIONS OF POOLS AND SPAS.

Add text to the end of Section 104.10 **Modifications.** as follows:

REQUESTS FOR MODIFICATION SHALL BE APPEALED TO THE BUILDING OFFICIAL ON A FORM PROVIDED BY THE BUILDING DEPARTMENT AND SHALL CLEARLY IDENTIFY THE CONDITION(S) IN QUESTION.

Add new Section 104.11.3 as follows:

104.11.3 APPEALS. WRITTEN APPEALS FOR ALTERNATE MATERIALS, DESIGN OR METHODS SHALL BE PRESENTED ON A FORM PROVIDED BY THE BUILDING OFFICIAL. ALL INFORMATION NECESSARY TO EVALUATE THIS ALTERNATIVE SHALL BE PROVIDED AT THE TIME THE APPEAL IS FILED. IF AN APPEAL IS DENIED BY THE BUILDING OFFICIAL, THE APPELLANT MUST COMPLY WITH THE DECISION OR MAY APPEAL TO THE BOARD OF APPEALS AS IDENTIFIED BY SECTION 113 OF THIS CODE.

Revise Section 105.1.1 as follows:

105.1.1 Annual permit. In lieu of an individual *permit* for each *alteration* to an already *approved* electrical, gas, mechanical or plumbing installation, the *building official* is authorized to issue an annual *permit* upon application ~~therefor~~ **AND APPROVAL FOR STATUS AS A REGISTERED PLANT IN ACCORDANCE WITH SECTION 105.1.2,** to any person, firm or corporation regularly employing one or more qualified tradepersons in the building, structure or on the premises owned or operated by the applicant for the *permit*.

Delete Section 105.1.2 **Annual permit records.** in its entirety and substitute the following new subsections:

105.1.2 REGISTERED PLANTS.

105.1.2.1 DEFINITIONS

REGISTERED PLANT: FOR THE PURPOSE OF THIS CODE, A REGISTERED PLANT, IS A PERSON, FIRM, CORPORATION, OR POLITICAL ENTITY ENGAGED IN MANUFACTURING, PROCESSING OR SERVICE WHICH REQUIRES SPECIALIZED BUILDING, UTILITIES AND EQUIPMENT TO THE EXTENT THAT THE PLANT MAINTAINS FULL-TIME QUALIFIED PERSONNEL FOR THE OPERATION AND MAINTENANCE OF SUCH BUILDINGS, UTILITIES AND EQUIPMENT AND WHEN SUCH PLANT HAS COMPLIED WITH ALL THE PROVISIONS OF THIS SECTION.

ANNUAL PERMIT: AN OFFICIAL DOCUMENT OR CERTIFICATE ISSUED BY THE AUTHORITY HAVING JURISDICTION WHICH AUTHORIZES PERFORMANCE OF ALTERATIONS TO AN ALREADY APPROVED ELECTRICAL, GAS, MECHANICAL OR PLUMBING INSTALLATION IN ACCORDANCE WITH THIS CODE SECTION.

QUALIFICATIONS: IN ADDITION TO MEETING THE GENERAL DEFINITION ABOVE, A REGISTERED PLANT SHALL EMPLOY AN EXPERIENCED ARCHITECT OR ENGINEER REGISTERED IN THE STATE OF ARIZONA WHO SHALL BE DIRECTLY RESPONSIBLE FOR COMPLYING WITH SPECIFIC PROVISIONS OF THIS CODE.

105.1.2.2 APPLICATION AND REGISTRATION. THE APPLICANT SHALL FILE AN APPLICATION IN WRITING ON A FORM PROVIDED BY THE BUILDING OFFICIAL. APPLICATIONS SHALL CONTAIN THE FOLLOWING INFORMATION:

A. THE NAME OF THE PLANT FOR WHICH REGISTRATION IS REQUESTED

B. THE PROPERTY ADDRESS AND DESCRIPTION THAT WILL DEFINITIVELY LOCATE THE STRUCTURES TO BE INCLUDED UNDER THE REGISTRATION

C. THE NAME OF THE INDIVIDUAL WHO HAS THE AUTHORITY TO ACT ON BEHALF OF THE PLANT OWNER(S)

D. THE NAME, STATE OF ARIZONA REGISTRATION NUMBER, AND RESUME OF THE REGISTERED ARCHITECT OR ENGINEER WHO WILL BE RESPONSIBLE FOR THE WORK DONE UNDER THE REGISTRATION

THE BUILDING OFFICIAL SHALL REVIEW REQUESTS FOR REFGISTERED PLANT STATUS. IF THE APPLICATION IS NOT APPROVED, THE APPLICANT MAY APPEAL THE DECISION TO THE BOARD OF APPEALS AS PROVIDED FOR IN SECTION 113 OF THIS CODE.

105.1.2.3 REGISTRATION FEES. EVERY APPLICANT FOR REGISTRATION SHALL PAY AN ANNUAL FEE AS ESTABLISHED BY THE TOWN OF ORO VALLEY BUILDING AND FIRE PERMIT FEES. THIS FEE SHALL BE MONTHLY PRORATED TO THE END OF THE CALENDAR YEAR. REGISTRATIONS SHALL EXPIRE ON THE LAST DAY OF THE CALENDAR YEAR AND MAY BE RENEWED EACH YEAR BY PAYMENT OF THE ANNUAL FEE FOR A NEW PERMIT ON OR BEFORE DECEMBER 31ST IF NO CHANGES HAVE BEEN MADE FROM EXISTING PERMITS. WORK PERFORMED AFTER EXPIRATION OF A PERMIT SHALL NOT BE ALLOWED UNLESS EXEMPT FROM A PERMIT BY SECTION 105.2 OF THIS CODE OR THROUGH ISSUANCE OF A BUILDING PERMIT. FEES SHALL BE REFUNDED FOR ANY APPLICATION THAT IS NOT APPROVED.

105.1.2.3 VALIDITY OF REGISTRATION. REGISTRATION SHALL BE VALID AS LONG AS THE RESPONSIBLE ARCHITECT OR ENGINEER REMAINS IN THE EMPLOY OF THE REGISTERED PLANT IN AN ACTIVE CAPACITY. IF THE REGISTERED ARCHITECT OR ENGINEER SHOULD LEAVE THE EMPLOY OF THE REGISTERED PLANT THE ANNUAL PERMIT IS SUSPENDED UNTIL ANOTHER REGISTERED ARCHITECT OR ENGINEER RESPONSIBILE FOR WORK DONE UNDER THE REGISTRATION IS NAMED. THE BUILDING OFFICIAL SHALL BE NOTIFIED OF THE CHANGE AND THE NEW REGISTERED ARCHITECT OR ENGINEER SHALL SUBMIT A COMPLETE RESUME TO BE CONSIDERED FOR APPROVAL. THE REGISTRANT SHALL NOTIFY THE BUILDING OFFICIAL IMMEDIATELY AND SHALL REQUEST INSPECTION FOR ANY WORK IN PROGRESS IN ACCORDANCE WITH SECTION 110 OF THIS CODE. BEFORE ANY NEW WORK COMMENCES WHILE REGISTRATION IS SUSPENDED, ALL APPROPRIATE FEES SHALL BE PAID AND PERMITS AND INSPECTIONS SHALL BE OBTAINED PURSUANT TO THIS CHAPTER.

105.1.2.4 REVOCATION OF REGISTRATION.

105.1.2.4.1 AUTHORITY. THE BUILDING OFFICIAL MAY SUSPEND OR REVOKE A REGISTRATION WHEN THE REGISTRANT FAILS TO COMPLY WITH ANY PROVISION OF THIS CODE.

105.1.2.4.2 PROCEDURE. WHEN THE BUILDING OFFICIAL DEEMS THAT THE REGISTRATION SHALL BE SUSPENDED OR REVOKED, THE PROCEDURE SHALL BE AS FOLLOWS:

1. **THE REGISTRANT SHALL BE NOTIFIED IN WRITING, BY CERTIFIED MAIL, NOT LESS THAN SEVEN CALENDAR DAYS PRIOR TO SUSPENSION OR REVOCATION**

2. **UPON RECEIPT OF THE NOTICE, THE REGISTRANT MAY REQUEST A HEARING. REQUESTS SHALL BE MADE IN WRITING TO THE BUILDING OFFICIAL WITHIN SEVEN CALENDAR DAYS OF RECEIPT OF NOTICE**

3. **IF A HEARING IS REQUESTED, THE BUILDING OFFICIAL SHALL SET A TIME, DATE, AND PLACE AND SO NOTIFY THE REGISTRANT**

4. **WHEN A HEARING IS CONDUCTED, THE REGISTRANT AND OTHER INTERESTED PARTIES MAY BE IN ATTENDANCE. UPON COMPLETION OF THE HEARING, THE BUILDING OFFICIAL SHALL TAKE ALL EVIDENCE SUBMITTED UNDER ADVISEMENT AND SHALL NOTIFY THE REGISTRANT OF HIS FINDINGS IN WRITING, BY CERTIFIED MAIL**

5. **IF THE DECISION RENDERED BY THE BUILDING OFFICIAL IS ADVERSE TO THE REGISTRANT, APPEAL OF THE DECISION MAY BE MADE TO THE BOARD OF APPEALS AS PROVIDED FOR IN SEC. 113 OF THIS CODE**

105.1.2.5 WORK REPORT AND INSPECTIONS. A REPORT OF ALL WORK DONE UNDER THE REGISTERED PLANT ANNUAL PERMIT SHALL BE PREPARED BY THE REGISTERED ARCHITECT OR ENGINEER AND SUBMITTED ANNUALLY TO THE BUILDING OFFICIAL. PLANS OR WORKING DRAWINGS FOR ALTERATIONS TO BUILDINGS OR UTILITIES COVERED BY THE CODE NEED NOT BE SUBMITTED FOR APPROVAL, EXCEPT FOR THOSE CONDITIONS LISTED BELOW. PLANS SUBMITTED PURSUANT TO THIS SECTION AND AS REQUIRED BY SECTION 105.1.2.5.2 SHALL BE REVIEWED AND APPROVED AND INSPECTION OF THE WORK SHALL BE CONDUCTED BY THE BUILDING OFFICIAL AS SET FORTH IN THIS CODE. APPLICABLE BUILDING PERMIT AND PLAN REVIEW FEES SHALL BE PAID BY THE APPLICANT.

105.1.2.5.2 PLANS AND PERMITS REQUIRED. PLANS SHALL BE SUBMITTED TO THE JURISDICTION FOR WORK WHICH:

1. **CREATES A DIFFERENT OCCUPANCY OR CLASSIFICATION, AS DEFINED BY THIS CODE, FOR ANY PORTION OF THE BUILDING**

2. **CREATES A DIFFERENT BUILDING CONSTRUCTION TYPE, AS DEFINED BY THIS CODE, FOR ANY PORTION OF THE BUILDING**

3. **CREATES ADDITIONAL BUILDING AREA**

4. **ADDS A NEW ELECTRICAL SERVICE, MECHANICAL EQUIPMENT OR SYSTEM, PLUMBING SYSTEM, OR EXTENDS EXISTING PLUMBING, MECHANICAL OR ELECTRICAL SYSTEMS BY 5% OR GREATER**

5. **ADDS, ALTERS, REMOVES OR PENETRATES REQUIRED FIRE WALLS FOR AREA OR OCCUPANCY SEPARATION**

6. **ADDS, ALTERS, REMOVES OR PENETRATES EXITS, CORRIDORS, OR EGRESS COURTS AS DEFINED IN CHAPTER 10 OF THIS CODE.**

   EXCEPTION: EXIT DOORS MAY BE ADDED OR MOVED FROM EXIT COURTS OR PASSAGEWAYS WHEN APPROPRIATE FIRE RATED DOOR(S) ARE INSTALLED OR OPENING PROTECTIONS MAINTAINED IN ACCORDANCE WITH THE FIRE RESISTIVE REQUIREMENTS OF THIS CODE.

7. **PROVIDE FOR ALTERATIONS TO THE FIRE PROTECTION SYSTEM WHICH CONSTITUTES MOVING MORE THAN FIVE SPRINKLER HEADS OR CAUSES AN INCREASED DEMAND ON THE EXISTING FIRE SYSTEM**

8. **MODIFY LOAD BEARING STRUCTURES OR ADD ADDITIONAL LOADS TO THE EXISTING STRUCTURAL MEMBERS**

9. **ALTERS EXISTING ACCESSIBILITY COMPONENTS OR ROUTES OR CREATES THE REQUIREMENT FOR AN ADDITIONAL ACCESSIBLE ROUTE OR COMPONENT**

   NOTE: CONSTRUCTION ON AREAS WHERE SEPARATE PERMITS ARE REQUIRED SHALL NOT COMMENCE UNTIL PLANS HAVE BEEN REVIEWED AND APPROVED AND A PERMIT HAS BEEN ISSUED.

105.1.2.6 INFORMATION REQUIRED ON PLANS AND SPECIFICATIONS. SUBMITTAL DOCUMENTS SHALL COMPLY WITH CHAPTER 1 OF THIS CODE. THE FIRST SHEET OF EACH SET OF PLANS SHALL GIVE THE BUILDING AND STREET ADDRESS OF THE WORK AND THE NAME AND ADDRESS OF THE OWNER AND PERSON WHO PREPARED THEM. THE SEAL OF THE ENGINEER(S) OR ARCHITECT(S) RESPONSIBLE FOR THE PREPARATION OF SUCH DRAWINGS; CALCULATIONS AND SPECIFICATIONS SHALL BE STAMPED ON EACH DRAWING AND SIGNATURE AFFIXED THERETO. THE BUILDING OFFICIAL MAY REQUIRE THAT PLANS FOR NEW CONSTRUCTION INDICATE EXISTING AND FINISHED GRADE ELEVATIONS BASED ON BENCHMARK DATA AND WITH EXISTING AND FINISHED DRAINAGE FLOW PATTERNS. ADDITIONS AND REMODEL TO FACILITIES SHALL INCLUDE EXISTING FLOOR PLANS ALONG WITH PROPOSED NEW FLOOR PLANS.

105.1.2.7 DOCUMENTATION FOR COMPUTER CALCULATION SUBMITTALS.

THE FOLLOWING DOCUMENTATION SHALL BE FURNISHED.

1. **THE NAME OF THE PROJECT, SEAL AND SIGNATURE OF THE RESPONSIBLE ARCHITECT OR ENGINEER ON THE COVER SHEET AND INDEX SHEET OF BOUND CALCULATIONS AND SPECIFICATIONS**

2. **A BRIEF SYNOPSIS OF THE COMPUTER PROGRAM(S) STATING THE REQUIRED INPUT; METHOD OF SOLUTION; APPROXIMATIONS USED;**

SECOND-ORDER ANALYSES INCORPORATED; CODES USED; CASES CONSIDERED; OUTPUT GENERATED; EXTENT OF PREVIOUS USAGE OR CERTIFICATION OF THE PROGRAM(S); AND PROGRAM AUTHOR(S). MACRO-FLOW CHART(S) MAY BE USED TO SUPPLEMENT DESCRIPTION OF SOLUTION PROCESS IF DESIRED

3. **IDENTIFICATION BY NUMBER, INDEXING AND CROSS-REFERENCING OF ALL CALCULATION SHEETS INCLUDING SUPPLEMENTAL LONGHAND CALCULATION SHEETS**

4. **IDENTIFIED, DIMENSIONED, AND ANNOTATED DIAGRAMS OF EACH MEMBER OR STRUCTURE BEING CONSIDERED**

5. **CLEAR IDENTIFICATION AND PRINTING OF ALL INPUT AND OUTPUT VALUES WHEN REQUESTED BY THE BUILDING OFFICIAL**

6. **IDENTIFICATION OF THE PROCESSING UNIT, INPUT/OUTPUT DEVICES, STORAGE REQUIREMENTS AND ANY SUPPLEMENTAL INFORMATION NECESSARY FOR EVALUATION**

Revise Section 105.2, sub-section 1, 4, and 9**,** and add new sub-section 14 as follows:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2) **AND THAT NO PLUMBING, MECHANICAL, OR ELECTRICAL HAS BEEN ADDED TO OR INSTALLED WITHIN THE STRUCTURE.**

4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids **AND FREE STANDING MASONRY WALLS NOT OVER 6 FEET (1829 MM) IN HEIGHT ABOVE NATURAL GRADE.**

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than ~~5000~~ **2500** gallons (~~18,925~~ **9,462** L)**, HAVE A SURFACE AREA LESS THAN ONE HUNDRED FIFTY SQUARE FEET (13.94 m^2),** and are installed entirely above ground.

14. **RE-ROOFING OF WEATHER RESISTANT ELEMENTS OF EXISTING BUILDINGS, WITH EQUIVALENT MATERIALS AND LOADS.**

At Section to 105.3 add new sub-section 8 as follows:

8. **PRIOR TO ISSUANCE OF A BUILDING PERMIT ALL CONTRACTORS AND SUB-CONTRACTORS REQUIRED TO BE LICENSED BY THE STATE OF ARIZONA REVISED STATUTES (ARS), SHALL BE IDENTIFIED BY THEIR BUSINESS NAME AND STATE LICENSE NUMBER.**

Revise Subsection 105.3.2 as follows:

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned **AND SHALL BE CONSIDERED EXPIRED** 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated. **ANY REQUEST FOR EXTENSION SHALL BE MADE PRIOR TO EXPIRATION AND SHALL NOT BE GRANTED IF THIS CODE OR ANY OTHER PERTINENT LAWS OR ORDINANCES HAVE BEEN AMENDED SUBSEQUENT TO THE DATE OF APPLICATION. TO RENEW ACTION ON AN APPLICATION AFTER EXPIRATION, A NEW APPLICATION AND PLANS SHALL BE SUBMITTED AND REVIEW FEES AS APPLICABLE TO NEW PERMITS SHALL APPLY.**

Revise Section 105.5 as follows:

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. **EXTENSION REQUESTS SHALL NOT BE GRANTED AFTER PERMITS HAVE EXPIRED UNLESS APPLICABLE FEES HAVE BEEN PAID. BEFORE WORK DEEMED TO HAVE EXPIRED CAN RECOMMENCE, A NEW PERMIT SHALL BE OBTAINED AND THE FEE THEREFORE SHALL BE ONE HALF THE AMOUNT REQUIRED FOR A NEW PERMIT FOR SUCH WORK; PROVIDED NO CHANGES HAVE BEEN MADE TO THE ORIGINALLY APPROVED CONSTRUCTION DOCUMENTS FOR SUCH WORK; AND PROVIDED FURTHER THAT SUCH SUSPENSION OR ABANDONMENT HAS NOT EXCEEDED ONE YEAR. THE COST FOR RENEWAL FOR ANY PERMIT EXPIRED OR ABANDONDED FOR A PERIOD OF ONE YEAR OR MORE SHALL BE AS REQUIRED FOR A NEW PERMIT.**

Revise Subsection 107.3.4.1, second paragraph as follows:

107.3.4.1 Deferred Submittals. Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional* in *responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*. **DEFERRED SUBMITTALS SHALL BE ASSESSED A SEPARATE PLAN REVIEW FEE BASED UPON THE HOURLY RATE AS ESTABLISHED IN THE TOWN OF ORO VALLEY BUILDING AND FIRE PERMIT FEE SCHEDULE**.

Add new Section 107.6 as follows:

107.6 ELECTRONIC RECORDS. A FULL SET OF APPROVED CONSTRUCTION DOCUMENTS, INCLUDING ANY AS-BUILTS OR REVISIONS SHALL BE PROVIDED AS AN ELECTRONIC FILE. THE ELECTRONIC FILE SHALL BE IN PORTABLE DOCUMENT FORMAT (PDF) AND STORED ON A CD-ROM DISK. ELECTRONIC CONSTRUCTION DOCUMENTS SHALL BE PROVIDED PRIOR TO APPLICATION FOR A CERTIFICATE OF OCCUPANCY.

Revise Section 109.2 as follows:

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the ~~schedule as established by the applicable governing authority~~ **TOWN OF ORO VALLEY BUILDING VALUATION DATA SCHEDULE AND FEE SCHEDULES AS ESTABLISHED BY THE TOWN OF ORO VALLEY.**

Revise Section 109.3 as follows:

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. **THE TOWN OF ORO VALLEY BUILDING VALUATION DATA SCHEDULE AND FEE SCHEDULE AS ESTABLISHED BY THE TOWN OF ORO VALLEY SHALL BE USED TO DETERMINE THE FINAL PERMIT VALUATION.** If, in the opinion of the *building official*, the valuation is underestimated on the application, **A DETAILED ESTIMATE OF PROJECT VALUATION IN THE FORM OF A CONSTRUCTION CONTRACT OR ESTIMATE BY A PROFESSIONAL ESTIMATOR, THAT DESCRIBES THE COST AND SCOPE OF THE WORK TO BE PERFORMED UNDER THE PERMIT, SHALL BE PROVIDED TO ASSIST IN MAKING THE FINAL PERMIT VALUATION DETERMINATION.** ~~the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*.~~ Final building permit valuation shall be set by the *building official*.

Revise Section.109.4 as follows:

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary *permits* shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees. **THIS FEE SHALL BE EQUAL TO THE AMOUNT OF THE PERMIT FEE REQUIRED BY THE ADOPTED FEE SCHEDULE. THE PAYMENT OF SUCH FEE SHALL NOT EXEMPT AN APPLICANT FROM COMPLIANCE WITH PROVISIONS OF THIS CODE OR OF OTHER ORDINANCES, NOR FROM ANY PENALTIES PRESCRIBED BY LAW.**

Revise Section 109.6 as follows:

109.6 Refunds. ~~The *building official* is authorized to establish a refund policy~~. **WHEN A FEE FOR A PERMIT OR PLAN REVIEW HAS BEEN PAID OR COLLECTED ERRONEOUSLY, THE *BUILDING OFFICIAL* IS AUTHORIZED TO GRANT A REFUND BASED ON THE FOLLOWING CRITERIA:**

A) NOT MORE THAN 80 PERCENT OF THE PERMIT FEE MAY BE REFUNDED WHEN NO WORK HAS BEEN DONE UNDER A PERMIT ISSUED IN ACCORDANCE WITH THIS CODE AND THE PERMIT HAS NOT EXPIRED

B) NOT MORE THAN 80 PERCENT OF THE PLAN REVIEW FEE MAY BE REFUNDED WHEN AN APPLICATION FOR A PERMIT FOR WHICH A PLAN REVIEW FEE HAS BEEN PAID IS WITHDRAWN OR CANCELLED PRIOR TO ANY REVIEW OF PLANS

NOTE: A "WRITTEN AND SIGNED" REQUEST BY THE PERMIT APPLICANT SHALL BE PROVIDED BEFORE A REFUND WILL BE CONSIDERED

CHAPTER 2

Revise Section 201.4 as follows:

Section 201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. ***MERRIAM WEBSTER'S COLLEGIATE DICTIONARY, 11TH EDITION*, SHALL BE CONSIDERED AS PROVIDING ORDINARILY ACCEPTED MEANINGS.**

Revise the definition for *Residential Aircraft Hanger* as follows:

RESIDENTIAL AIRCRAFT HANGER, TYPE I. An accessory building less than 2,000 square feet (186 m^2) and 20 feet **OR LESS** (6096 mm) in *building height* constructed on a one- or two-family property where aircraft are stored. Such use will be considered as a residential accessory use incidental to the dwelling.

Add a new definition for Residential Aircraft Hanger Type II in Section 202 as follows:

RESIDENTIAL AIRCRAFT HANGAR, TYPE II. A DETACHED ACCESSORY BUILDING GREATER THAN 2,000 SQUARE FEET (186 M^2) OR GREATER THAN 20 FEET (6096 MM) IN BUILDING HEIGHT CONSTRUCTED ON A ONE- OR TWO-FAMILY RESIDENTIAL PROPERTY WHERE AIRCRAFT ARE STORED. SUCH USE WILL BE CONSIDERED AS A RESIDENTIAL ACCESSORY USE INCIDENTAL TO THE DWELLING.

CHAPTER 3

Revise Section 308.3 as follows:

> **308.3 Group I-1.** This occupancy shall include buildings, structures or portions thereof for more than ~~16~~ **10** persons who reside on a 24-hour basis in a supervised environment and receive *custodial care*.
>
> (remainder of text unchanged)

Revise Section 308.3.1 as follows**:**

308.3.1 Five or fewer persons receiving care. A facility such as the above with five or fewer persons receiving such care shall be classified as Group R-3 or shall comply with the *International Residential Code* provided ~~an *automatic fire sprinkler system* is installed in accordance with Section 903.3.1.3 or with Section P2904 of the *International Residential Code*~~. **A FIRE PROTECTION WATER SUPPLY IS PROVIDED IN ACCORDANCE WITH THE *INTERNATIONAL FIRE CODE* (IFC) SECTION 507, AND FIRE FLOW IS PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, APPENDIX B.**

Revise Section 308.4 as follows:

308.3.2 Six to ~~sixteen~~ TEN persons receiving care. A facility such as the above, housing not fewer than six and not more than ~~16~~ **10** persons receiving care, shall be classified as Group R-4.

Revise Section 310.5.1 as follows**:**

310.5.1 Care facilities within a dwelling. Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the *International Residential Code* provided ~~an *automatic fire sprinkler system* is installed in accordance with Section 903.3.1.3 or with Section P2904 of the *International Residential Code*~~. **A FIRE PROTECTION WATER SUPPLY IS PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE (IFC) SECTION 507, AND FIRE FLOW IS PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, APPENDIX B.**

Revise Section 310.6 Subsection R-4 as follows:

310.6 Residential Group R-4. This occupancy shall include buildings, structures or portions thereof for more than five but not more than ~~16~~ **10** persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive *custodial care*.
(remainder of text unchanged)

CHAPTER 4

Revise Sections 412.5 as follows:

412.5 Residential aircraft hangars. TYPE 1 *Residential aircraft hangars* shall comply with Sections 412.5.1 through 412.5.5. **TYPE II *RESIDENTIAL AIRCRAFT HANGERS* SHALL COMPLY WITH SECTIONS 412.4.1 THROUGH 412.4.6 AND WITH SECTIONS 412.5.1 THROUGH 412.5.4.**

Add text to the end of the exception to Section 412.4.6 as follows:

Exception: Where a *fixed base operator* has a separate repair facility on site, Group II hangars operated by a *fixed base operator* used for storage or *transient aircraft* only shall have a fire suppression system, but the system is exempt from foam requirements. **TYPE II RESIDENTIAL AIRCRAFT HANGERS NOT USED FOR REPAIR OF AIRCRAFT ARE EXEMPT FROM FOAM SUPPRESSION REQUIREMENTS.**

Revise sections 412.5.5 as follows:

412.5.5 Height and area limits. TYPE I *Residential aircraft hangars* shall not be greater than 2,000 square feet (186 m^2) in area and 20 feet (6096 mm) in building height. **TYPE II RESIDENTIAL AIRCRAFT HANGERS SHALL NOT EXCEED THE HEIGHT AND AREA LIMITATIONS OF SECTION 503, SECTION 504, AND TABLE 503.**

Add new Section 425 as follows:

425 RESIDENTIAL CARE/ASSISTED LIVING HOMES

425.1 APPLICABILITY. THE PROVISIONS OF THIS SECTION SHALL APPLY TO A BUILDING OR PART THEREOF HOUSING NOT MORE THAN 10 PERSONS, EXCLUDING STAFF, ON A 24-HOUR BASIS, WHO BECAUSE OF AGE, MENTAL DISABILITY OR OTHER REASONS, LIVE IN A SUPERVISED RESIDENTIAL ENVIRONMENT WHICH PROVIDES LICENSED CARE SERVICES. EXCEPT AS SPECIFICALLY REQUIRED BY THIS SECTION, DIVISION R-4 OCCUPANCIES SHALL MEET ALL APPLICABLE PROVISIONS OF GROUP R-3.

425.2 GENERAL. BUILDINGS OR PORTIONS OF BUILDINGS CLASSIFIED AS R-4 OCCUPANCIES MAY BE CONSTRUCTED OF ANY MATERIALS ALLOWED BY THIS CODE; SHALL NOT EXCEED TWO STORIES IN HEIGHT NOR BE LOCATED ABOVE THE SECOND STORY IN ANY BUILDING; AND SHALL NOT EXCEED 2000 SQUARE FEET ABOVE THE FIRST STORY EXCEPT AS PROVIDED FOR IN SECTION 506 OF THIS CODE.

425.3 MIXED USES. R-4 OCCUPANCIES SHALL BE SEPARATED FROM OTHER OCCUPANCIES IN ACCORDANCE WITH TABLE 508.4.

425.4 ACCESS AND MEANS OF EGRESS FACILITIES.

425.4.1 ACCESSIBILITY. R-4 OCCUPANCIES SHALL BE PROVIDED WITH NOT LESS THAN ONE ACCESSIBLE ROUTE AS REFQUIRED BY SECTION 1104.1 OF THIS CODE AND IN ACCORDANCE WITH THE ARIZONANS WITH DISABILITIES ACT (ADAAG). SLEEPING ROOMS AND TOILET ROOMS FOR OTHER THAN CARE GIVERS SHALL BE ACCESSIBLE.

EXCEPTION: IN EXISTING BUILDINGS BATHING AND TOILET ROOMS NEED NOT BE MADE ACCESSIBLE BUT GRAB BARS SHALL BE PROVIDED IN ACCORDANCE WITH ICC/ANSI A 117.1.

425.4.2 EXITS

425.4.2.1 NUMBER OF EXITS. EVERY STORY, BASEMENT, OR PORTION THEREOF SHALL HAVE NOT LESS THAN TWO EXITS.

EXCEPTION: BASEMENTS AND STORIES ABOVE THE FIRST FLOOR MAY HAVE ONE MEANS OF EGRESS IF THE FLOOR LEVEL CONTAINS NO SLEEPING ROOMS OR WHEN THE SLEEPING ROOMS HAVE EMERCENCY ESCAPE AND RESCUE OPENINGS IN ACCORDANCE WITH SECTION 1029.

425.4.2.2 EMERGENCY ESCAPE AND RESCUE. R-4 OCCUPANCIES SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 1029, EXCEPT THAT EXCEPTION 1. SHALL NOT APPLY TO R-4 OCCUPANCIES.

425.4.2.3 DISTANCE TO EXITS. THE MAXIMUM TRAVEL DISTANCE SHALL COMPLY WITH TABLE 1016.2.

425.4.2.4 EMERGENCY EXIT ILLUMINATION. IN THE EVENT OF A POWER FAILURE, EXIT ILLUMINATION SHALL BE AUTOMATICALLY PROVIDED FROM AN EMERGENCY SYSTEM POWERED BY STORAGE BATTERIES OR AN ON SITE GENERATOR.

CHAPTER 5

Revise Section 501.2 as follows:

501.2 Address identification. New and existing buildings shall be provided with *approved* address numbers or letters. Each character shall be not less than 4 inches (102 mm) in height and not less than 0.5 inches (12.7 mm) in width. They shall be installed on contrasting background and be plainly visible from the street or road fronting the property. ~~When required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response~~. **A SECONDARY ADDRESS SHALL BE LOCATED ON OR NEAR THE REAR ENTRY OF BUSINESSES LOCATED IN A MULTI-UNIT COMMERCIAL CENTER**. (remainder of text unchanged)

CHAPTER 9

Revise Section 903.2. as follows:

903.2 Where required. Approved *automatic sprinkler systems* in new buildings and structures shall be provided ~~in the locations described in Sections 903.2.1 through 903.2.12~~ **THROUGHOUT ALL GROUP A, B, E, F, H, I, M, R, AND S OCCUPANCIES FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION.**
(Remainder of text unchanged)

Revise Section 903.2 by adding **Exception 2** as follows:

EXCEPTION 2. *AUTOMATIC SPRINKLER SYSTEMS* ARE NOT REQUIRED FOR TYPE R-3 OCCUPANCIES. R-3 OCCUPANCIES SHALL MEET THE FIRE PROTECTION WATER SUPPLY REQUIREMENTS OF THE INTERNATIONAL FIRE CODE (IFC), SECTION 507, AND FIRE FLOW REQUIREMENTS IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, APPENDIX B.

Delete Sections 903.2.1.1; 903.2.1.2; 903.2.1.3; 903.2.1.4; 903.2.1.5; 903.2.3; 903.2.4;903.2.4.1; 903.2.5; 903.2.5.1; 903.2.5.2; 903.2.5.3; 903.2.6; 903.2.7. and 903.2.7.1 in their entirety and reserving the numbering.

Revise Section 903.2.8 by adding **Exception 1.** as follows:

903.2.8 Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*.

EXCEPTION 1. *AUTOMATIC SPRINKLER SYSTEMS* ARE NOT REQUIRED FOR TYPE R-3 OCCUPANCIES. R-3 OCCUPANCIES SHALL MEET THE FIRE PROTECTION WATER SUPPLY REQUIREMENTS OF THE INTERNATIONAL FIRE CODE (IFC), SECTION 507, AND FIRE FLOW REQUIREMENTS IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, APPENDIX B.

Delete Sections 903.2.9; 903.2.9.1; 903.2.9.2; 903.2.10; and 903.2.10.1 in their entirety and reserving the numbering.

Revise Section 903.3.5 as follows:

903.3.3.5 Water supplies. Water supplies for *automatic sprinkler systems* shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the *International Plumbing Code*. **AUTOMATIC SPRINKLER SYSTEM WATER SUPPLY DATA FOR HYDRAULIC CALCULATIONS SHALL BE BASED ON A CURVE THAT IS 90 PERCENT OF THE AVAILABLE WATER SUPPLY CURVE AS DETERMINED BY FLOW TEST INFORMATION.**

Revise Section 903.4 as follows:

903.4 Sprinkler system supervision and alarms. All valves controlling the water supply for *automatic sprinkler systems*, pumps, tanks, water levels and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit. **A MANUAL FIRE ALARM BOX SHALL BE PROVIDED AND ACTUATION OF THE WATER-FLOW SWITCH OR MANUAL ALARM BOX SHALL CAUSE AN ALARM SIGNAL.**

Exceptions:

1. **CONTROL VALVES ON A***utomatic sprinkler systems* protecting one- and two-family *dwellings*.

(No change to exception 2 through 7)

Revise Subsection 903.4.2 as follows:

903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each *automatic sprinkler system*. Such sprinkler ~~water-flow~~ alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system **OR BY ANY MANUAL FIRE ALARM BOX INSTALLED IN THE SYSTEM**. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall cause the building fire alarm system to actuate.

Add new Subsection 903.6 as follows:

903.6 AUTOMATIC SPRINKLER SYSTEM RISER LOCATION. THE AUTOMATIC SPRINKLER SYSTEM FIRE RISER SHALL BE LOCATED WITHIN A BUILDING AND DIRECT ACCESS TO THE ROOM THROUGH A DOOR FROM THE EXTERIOR OF THE BUILDING SHALL BE PROVIDED.

CHAPTER 11

Revise Section 1101.1 as follows:

1101.1 Scope. The provisions of this chapter shall control the design and construction of facilities for accessibility to physically disabled persons. **IN ADDITION, THE "ARIZONANS WITH DISABILITIES ACT" (ARIZONA REVISED STATUTES, TITLE 41, CHAPTER 9, ARTICLE 8; INCLUSIVE OF THE 2010 STANDARDS FOR ACCESSIBLE DESIGN), AND THE "ARIZONANS WITH DISABILITIES ACT" IMPLEMENTING RULES: (ARIZONA ADMINISTRATIVE CODE, TITLE 10, CHAPTER 3, ARTICLE 4), THE**

RULES OF WHICH INCORPORATE THE FEDERAL "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES," SHALL APPLY TO NEW CONSTRUCTION AND TO ALTERATIONS.

CHAPTER 16

Revise Table 1607.1 sub-section 25 as follows:

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs.)
25. Residential One- and two-family dwellings Uninhabitable attics without storage [i] Uninhabitable attics with storage [i, j, ,k] Habitable attics and sleeping areas [k] (no other changes to sub-section 25)	 10 ~~20~~ **40** ~~30~~ **40**	-

At Section 1612.3 revise by inserting **THE FLOOD INSURANCE STUDY FOR PIMA COUNTY, ARIZONA AND INCORPORATED AREAS** where it requests **[NAME OF JURISDICTION]** and **JUNE 16, 2011** where it requests **[INSERT DAY OF ISSUANCE]**.

CHAPTER 17

Revise Section 1705.4 to add the following exception:

4. MASONRY WALLS LESS THAN 6 FEET (1828 MM) IN HEIGHT ABOVE FINISHED GRADE.

CHAPTER 24

Delete Exception 4. to Section 2406.4.2 as follows:

~~4. Glazing on walls on the latch side of and perpendicular to the plane of the door in a closed position in one and two-family dwellings or within dwelling units in Group R-2.~~

Revise the exception to Section 2406.4.5 as follows:

2406.4.5 Glazing and wet surfaces.

Exception: Glazing that is more than 60 inches (1524 mm), measured horizontally and in a straight line, from the water's edge of a ~~bathtub,~~ hot tub spa, ~~whirlpool,~~ or swimming pool.

CHAPTER 29

At Table 2902.1, add the following text at the end of Sub-note e:

DRINKING FOUNTAINS, WATER COOLERS AND DISPENSERS SHALL NOT BE LOCATED IN RESTROOMS.

Revise Sub-note f. in Table 2902.1as follows:

f. Drinking fountains are not required for an occupant load of 15 or fewer **OR IN RESTAURANTS AND SIMILAR BUSINESSES WHERE WATER IS SERVED, REGARDLESS OF OCCUPANT LOAD.**

CHAPTER 31

Delete the text in Section 3109, "**SWIMMING POOL ENCLOSURES AND SAFETY DEVICES"**, in its entirety and insert in the following:

THE TOWN OF ORO VALLEY POOL & SPA CODE SHALL BE USED FOR ALL NEW CONSTRUCTION AS WELL AS REVISIONS TO EXISTING STRUCTURES.

Revise Section 3111.1 as follows:

3111.1 General. Solar photovoltaic panels/modules shall comply with the requirements of this code**, THE NATIONAL ELECTRIC CODE (NFPA 70)** and the *International Fire Code*.

CHAPTER 34

Delete Section 3401.6 "**Alternative compliance**." in its entirety

Delete all text in Section 3411 "**ACCESSIBILITY FOR EXISTING BUILDINGS**" and all sub-sections, and replace with the following:

3411.1 Scope. ACCESSIBILITY FOR EXISTING BUILDINGS SHALL BE IN ACCORDANCE WITH THE "ARIZONANS WITH DISABILITIES ACT" (ARIZONA REVISED STATUTES, TITLE 41, CHAPTER 9, ARTICLE 8; INCLUSIVE OF THE 2010 STANDARDS FOR ACCESSIBLE DESIGN), AND THE "ARIZONANS WITH DISABILITIES ACT" IMPLEMENTING RULES: (ARIZONA ADMINISTRATIVE CODE, TITLE 10, CHAPTER 3, ARTICLE 4), THESE RULES WHICH INCORPORATE THE FEDERAL "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES," SHALL APPLY TO ALTERATIONS OF EXISTING BUILDINGS.

At Section 3412.2, Applicability, insert "October 30, 1980" where it requests [DATE TO BE INSERTED BY THE JURISDICTION]

ORDINANCE NO. (O)13-06

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, SECTION 6-1-7 ENTITLED "RESIDENTIAL CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL RESIDENTIAL CODE"; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Residential Code", otherwise known as the "2012 International Residential Code" on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O) 95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building" as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Section 6-1-7 is the Town of Oro Valley's Residential Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-20, making that certain document entitled the "Residential Code" otherwise known as the "2012 International Residential Code", with amendments thereto a public record; and

WHEREAS, changes made to the Residential Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Residential Code" otherwise known as the "2012 International Residential Code" with amendments thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley as follows:

Section 1. Oro Valley Town Code Section 6-1-7 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-1-7 Residential Code

The Town of Oro Valley's adopted residential code is the "~~2006~~ 2012 International Residential Code," as amended, three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Residential Code is made a public record by Resolution No. (R)13-20.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE, 2012 EDITION

The following provision of the International Residential Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

CHAPTER 1

Revise Section R101.1as follows:

Insert **TOWN OF ORO VALLEY, ARIZONA** in place of **[NAME OF JURISDICTION].**

Revise Section R102.5 as follows:

R102.5 Appendices. Provisions in the appendices shall not apply unless specifically referenced in the adopting ordinance. **THE FOLLOWING APPENDICES ARE ADOPTED: A, B, C, H, J, N, O, P AND Q.**

Revise Section R105.2, sub-sections 1 and 3, and add new sub-section 11 as follows:

R105.2 Work exempt from permit.

Building:

1. One-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed ~~200~~ **120** square feet (~~18.58 m^2~~) **(11.15 m^2)**. **ANY ELECTRICAL, PLUMBING, OR MECHANICAL PORTIONS OF A STRUCTURE UNDER THIS SECTION WILL REQUIRE A BUILDING PERMIT.**

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge **AND FREE STANDING MASONRY WALLS NOT OVER 6 FEET (1829 MM) IN HEIGHT ABOVE NATURAL GRADE.**

11. **RE-ROOFING OF WEATHER RESISTANT ELEMENTS OF EXISTING BUILDINGS WITH EQUIVALENT MATERIALS AND LOADS.**

Revise Section R105.3.2 as follows:

R105.3.2 Time limitations of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. **IN ORDER TO RENEW ACTION ON AN APPLICATION AFTER EXPIRATION, THE APPLICANT SHALL RESUBMIT PLANS AND PAY A NEW PLAN REVIEW FEE. AN APPLICATION MAY NOT BE EXTENDED IF THIS CODE OR ANY OTHER APPLICABLE LAWS OR ORDINANCES HAVE BEEN AMENDED SUBSEQUENT TO THE DATE OF APPLICATION.**

Revise Section R105.5 as follows:

R105.5 Expiration. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. **EXTENSION REQUESTS SHALL NOT BE GRANTED AFTER PERMITS HAVE EXPIRED UNLESS APPLICABLE FEES HAVE BEEN PAID. BEFORE WORK DEEMED TO HAVE EXPIRED CAN RECOMMENCE, A NEW PERMIT SHALL BE OBTAINED AND THE FEE THEREFORE SHALL BE ONE HALF THE AMOUNT REQUIRED FOR A NEW PERMIT FOR SUCH WORK; PROVIDED NO CHANGES HAVE BEEN MADE TO THE ORIGINALLY APPROVED CONSTRUCTION DOCUMENTS FOR SUCH WORK; AND PROVIDED FURTHER THAT SUCH SUSPENSION OR ABANDONMENT HAS NOT EXCEEDED ONE YEAR. IF THE PERMIT HAS BEEN EXPIRED OR ABANDONDED FOR A PERIOD OF ONE YEAR OR MORE, THE COST FOR RENEWAL SHALL BE AS REQUIRED FOR A NEW PERMIT.**

Revise Section R106.3.1 as follows:

R106.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be **CLEARLY INDICATED AS** *approved* **BY A METHOD ESTABLISHED BY THE *BUILDING OFFICIAL*.** ~~in writing or by a stamp which states "REVIEWED FOR CODE COMPLIANCE."~~ One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or his or her authorized representative.

Revise Section R108.2 as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the ~~schedule as established by the applicable governing authority~~ **TOWN OF ORO VALLEY BUILDING VALUATION DATA SCHEDULE AND FEE SCHEDULES AS ESTABLISHED BY THE TOWN OF ORO VALLEY. PLAN REVIEW FEES SHALL BE 65% OF THE PERMIT FEE AND SHALL BE PAID AT THE TIME OF APPLICATION.**

Revise Section R108.3 as follows:

R108.3 Building permit valuations. THE APPLICANT FOR A PERMIT SHALL PROVIDE AN ESTIMATED PERMIT VALUATION WHEN APPLICATION IS MADE. Building *permit* valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. **THE FINAL PERMIT VALUATION SHALL BE DETERMINED BY THE TOWN OF ORO VALLEY BUILDING VALUATION DATA SCHEDULE AND FEE SCHEDULES AS ESTABLISHED BY THE TOWN OF ORO VALLEY.**

Revise Section R108.5 as follows:

R108.5 Refunds. ~~The *building official* is authorized to establish a refund policy~~. **WHEN A FEE FOR A PERMIT OR PLAN REVIEW HAS BEEN PAID OR COLLECTED ERRONEOUSLY, THE *BUILDING OFFICIAL* IS AUTHORIZED TO GRANT A REFUND BASED ON THE FOLLOWING CRITERIA:**

A) NOT MORE THAN 80 PERCENT OF THE PERMIT FEE MAY BE REFUNDED WHEN NO WORK HAS BEEN DONE UNDER A PERMIT ISSUED IN ACCORDANCE WITH THIS CODE AND THE PERMIT HAS NOT EXPIRED

B) NOT MORE THAN 80 PERCENT OF THE PLAN REVIEW FEE MAY BE REFUNDED WHEN AN APPLICATION FOR A PERMIT FOR WHICH A PLAN REVIEW FEE HAS BEEN PAID IS WITHDRAWN OR CANCELLED PRIOR TO ANY REVIEW OF PLANS

A "WRITTEN AND SIGNED" REQUEST BY THE PERMIT APPLICANT SHALL BE PROVIDED BEFORE A REFUND WILL BE CONSIDERED

Revise Section R110.1 as follows:

R110.1 Use and occupancy. No building or structure shall be used ~~or~~**,** occupied, **OR FURNISHED IN WHOLE OR IN PART,** and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the *building official* has issued a certificate of occupancy therefore, as provided herein.

(remainder of this section unchanged)

CHAPTER 3

Revise Table R301.2(1), by inserting the following text:

Ground Snow Load; insert **[N/A]**
Wind Speed; insert **[90]**
Seismic Design Category; insert **(B)**
Weathering; insert **[MODERATE]**
Frost Line Depth; insert [**N/A]**
Termite; insert **[MODERATE TO HEAVY]**
Decay; insert **[NONE TO SLIGHT]**
Winter Design Temp; insert **[32]**
Flood Hazards; insert [**PER PIMA COUNTY FLOOD CONTROL DISTRICT]**
Air Freezing Index; insert **[4]**
Mean Annual Temp; insert **[68]**

Revise Table 301.5 as follows:

TABLE R301.5

MINIMUM UNIFORMLY DISTRIBUTED LIVE LOADS
(in pounds per square foot)

USE	LIVE LOAD
Uninhabitable attics with ~~limited~~ storage [b, g,]	~~20~~ **40**
Sleeping rooms	~~30~~ **40**

(other sections and uses in table to remain unchanged)

Delete Section R303.3 in its entirety and replace it with the following text:

R303.3 BATHROOMS AND KITCHENS. BATHROOMS, WATER CLOSET COMPARTMENTS, KITCHENS AND SIMILAR ROOMS SHALL BE PROVIDED WITH MECHANICAL EXHAUST SYSTEMS. THE MINIMUM VENTILATION RATES FOR THESE ROOMS AND SPACES SHALL BE PER TABLE M1507.3. BATHROOMS, WATER CLOSET COMPARTMENTS AND SIMILAR ROOMS SHALL BE PROVIDED WITH AN AGGREGATE GLAZING AREA OF NOT LESS THAN 3 SQUARE FEET (0.3 M^2), ONE HALF OF WHICH MUST BE OPENABLE.

EXCEPTION: GLAZED AREAS SHALL NOT BE REQUIRED WHERE ARTIFICIAL LIGHT IS PROVIDED.

Revise Section R308.4.1 to add a 3rd exception as follows:

3. WHERE THE EXPOSED BOTTOM EDGE OF THE GLAZING IS GREATER THAN 60 INCHES (1524 MM) MEASURED VERTICALLY ABOVE ADJACENT STANDING OR WALKING SURFACES.

Delete exception 3 in Section R308.4.2 as follows:

R308.4.2 Glazing adjacent doors.

Exceptions:
~~3. Glazing in walls on the latch side of and perpendicular to the plane of the door in a closed position.~~

Revise the exception in Section R308.4.5 as follows:

Exception: Glazing that is more than 60 inches (1524 mm), measured horizontally and in a straight line, from the water's edge of a ~~bathtub~~, hot tub, spa, ~~whirlpool~~, or swimming pool.

Delete **Section R309.5 Fire Sprinklers** in its entirety and replace with the following text:

R309.5 FIRE PROTECTION WATER SUPPLY IN GARAGES.
FIRE PROTECTION WATER SUPPLIES FOR RESIDENTIAL GARAGES SHALL BE PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE (IFC) SECTION 507 AND FIRE FLOW SHALL BE PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, APPENDIX B.

Revise Section R311.3.1 as follows:

R311.3.1 Floor elevations at ~~the required egress~~ EXTERIOR doors.
Landings or finished floors at ~~the required egress~~ **EXTERIOR** door**S** shall ~~not~~ be **FLUSH WITH THE INTERIOR FINISH FLOOR ELEVATION** ~~more than 1-1/2 inches (38mm) lower than the top of the threshold~~.

Exception: The landing or floor on the exterior side shall not be more than 7-3/4 inches (196 mm) below the top of the threshold **NOR LESS THAN 4 INCHES (52 MM) BELOW THE THRESHOLD OF A DOOR. WHEN LOCATED LOWER THAN** ~~provided~~ the **INTERIOR FINISH FLOOR LEVEL, THE DOOR** shall not swing over the landing or floor.

(remainder of section unchanged)

Delete Section **R313 AUTOMATIC FIRE SPRINKLER SYSTEMS** in its entirety and replace with the following:

R313 FIRE PROTECTION WATER SUPPLY.
FIRE PROTECTION WATER SUPPLIES FOR RESIDENTIAL STRUCTURES SHALL BE PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE (IFC) SECTION 507 AND FIRE FLOW SHALL BE PROVIDED IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE, APPENDIX B.

Revise Section R314.3 to add a 4th location as follows:

4. **WHERE THE CEILING HEIGHT OF A ROOM OPEN TO THE HALLWAY SERVING SLEEPING AREAS, EXCEEDS THAT OF THE HALLWAY BY 24 INCHES (610 MM), SMOKE ALARMS SHALL BE LOCATED IN THE ROOM OR AREA IMMEDIATELY PRECEEDING THE HALLWAY.**

Add new Section R324 Sound Attenuation as follows:

R324 SOUND ATTENUATION.

ONE AND TWO FAMILY DWELLINGS SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:

1) **EXTERIOR WALL PENETRATIONS BY PIPE DUCTS OR CONDUITS SHALL BE CAULKED**
2) **WINDOWS SHALL HAVE MINIMUM SOUND TRANSMISSION RATING OF STC-22.**

3) **ALL NON-GLAZED PORTIONS OF EXTERIOR SIDE-HINGED DOORS SHALL BE SOLID-CORE WOOD OR INSULATED HOLLOW METAL OR NOT LESS THAN 1-3/4 INCHES (44.5 MM) THICK**
4) **FIREPLACES SHALL BE PROVIDED WITH TIGHT FITTING DAMPERS**
5) **EXTERIOR WALLS SHALL BE NOT LESS THAN 4 INCHES (102 MM) IN NOMINAL THICKNESS AND SHALL BE FINISHED ON THE OUTSIDE WITH BLOCK, SIDING, SHEATHING, OR STUCCO OVER MINIMUM ONE INCH (25 MM) THICK STYROFOAM. FIBERGLASS OR CELLULOSE INSULATION NOT LESS THAN 3-1/2 INCHES (89 MM) THICK SHALL BE INSTALLED WITH IN THE WALLS CAVITY**

NOTE: SOUND ATTENUATION TO A MAXIMUM INTERIOR TO EXTERIOR NOISE TRANSFER OF 45 DECIBELS MAY BE CERTIFIED BY A REGISTERED ARCHITECT OR ENGINEER AT TIME OF FINAL CONSTRUCTION IN LIEU OF THE PRESCRIPTIVE REQUIREMENTS OF THIS SECTION.

CHAPTER 4

Revise Section R401.3 as follows:

R401.3 Drainage. Surface drainage shall be diverted to a storm sewer conveyance or other *approved* point of collection that does not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The *grade* shall fall a minimum of 6 inches (152 mm) within the first 10 feet (3048 mm).

Exception: Where *lot lines*, walls, slopes or other physical barriers prohibit 6 inches (152 mm) of fall within 10 feet (3048 mm), **THE FINAL GRADE SHALL SLOPE AWAY FROM THE FOUNDATION AT NOT LESS THAN 5 PERCENT AND THE WATER SHALL BE DIRECTED TO** drains or swales ~~shall be constructed~~ to ensure drainage away from the structure. **SWALES SHALL BE SLOPED A MINIMUM OF 1 PERCENT WHEN LOCATED WITHIN 10 FEET (3048 MM) OF THE BUILDING FOUNDATION. SLOPES LESS THAN 1 PERCENT MAY BE UTILIZED WHEN APPROVED BY THE TOWN ENGINEER DUE TO LIMITING FACTORS AND WHEN ROOF GUTTERS ARE PROVIDED TO DIRECT DRAINAGE AWAY FROM AREAS SLOPED AT LESS THAN 1 PERCENT. IN NO CASE SHALL SWALES BE SLOPED AT LESS THAN 0.5 PERCENT.** Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped a minimum of 2 percent away from the building.

CHAPTER 8

Revise Section R802.11.1 by deleting the entire text and replacing it as follows:

Section R802.11.1 Uplift resistance.

UPLIFT RESISTANCE SHALL BE DETERMINED BY METHOD 1 OR 2 BELOW:

1. DESIGN-BASED WIND UPLIFT CRITERIA:

WIND UPLIFT REQUIREMENTS SHALL BE DETERMINED BY USING THE DESIGN WIND VALUE OF 110 MPH WITHIN TABLE R802.11 FOR THE CONTINUOUS LOAD PATH TRANSMITTING THE UPLIFT FORCES FROM THE RAFTER OR TRUSS TIES TO THE FOUNDATION.

2. PRESCRIPTIVE-BASED WIND UPLIFT CRITERIA (PLEASE NOTE THAT THE REQUIREMENTS OF THIS SECTION ARE IN ADDITION TO THOSE REQUIRED FOR THE STRUCTURAL CONNECTION OF WOOD MEMBERS)

2.1. CONVENTIONAL FRAMED WOOD OR COLD-FORMED STEEL STRUCTURES. BEARING WALL VERTICAL CONNECTIONS SHALL BE MADE BY USE OF APPROVED STRUCTURAL SHEATHING OR BY APPROVED STRAP TIES TO PROVIDE A CONTINUOUS LOAD PATH FROM THE JOIST OR TRUSSES THROUGH THE LEDGER OR TOP PLATE TO THE FOUNDATION SILL PLATE. WHERE STRAP TIE FASTENERS ARE USED THEY SHALL BE SPACED AT INTERVALS NOT TO EXCEED 24 INCHES (610 MM). KING STUDS REQUIRE NOT LESS THAN TWO FASTENERS AT THE TOP AND BOTTOM OF EACH STUD. ALL HEADERS SHALL BE CONNECTED TO KING STUDS WITH STRAP TIE FASTENERS LISTED FOR THAT PURPOSE. STUDS ABOVE HEADERS SHALL BE FASTENENED AT INTERTVALS NOT TO EXCEED 24 INCHES (610 MM). FASTENERS ARE NOT REQUIRED FOR STUDS LOCATED BELOW WINDOW SILLS. PLATFORM FRAMING REQUIRES CONTINUOUS SHEATHING SPANNING ACROSS RIM JOIST, OR STUD TO STUD METAL TIE STRAPPING LISTED FOR THAT PURPOSE. NON-BEARING EXTERIOR WALLS SHALL BE FASTENED AT INTERVALS NOT TO EXCEED 48 INCHES (1219 MM).

CHAPTER 13

Add new Section M1307.7 as follows:

M1307.7 LIQUEFIED PETROLEUM APPLIANCES. LIQUEFIED PETROLEUM (LPG) APPLIANCES SHALL NOT BE INSTALLED IN A LOCATION, SUCH AS A PIT OR AN ATTIC, WHERE POTENTIAL FOR PONDING OR RETENTION OF GAS EXISTS.

CHAPTER 14

Revise Section M1403.2 as Follows:

M1403.2 Foundations and supports. Supports and foundations for ~~the~~ outdoor ~~unit of a heat pump~~ **MECHANICAL SYSTEMS** shall be raised at least 3 inches (76 mm) above the ~~ground~~ **FINISHED GRADE** ~~to permit free drainage of defrost water~~ and shall conform to the manufacturer's installation instructions.

Revise Section M1411.2 by adding the following text at the end of the paragraph:

CONDENSATE DISPOSAL SHALL BE ALLOWED TO TERMINATE AS FOLLOWS:
1. INTO A FIXTURE TAILPIECE BY MEANS OF A DIRECTIONAL FITTING; OR TO A WASTE AIR GAP FITTING OR LAUNDRY TRAY EQUIPPED WITH A SECONDARY DRAIN.

2. ABOVE THE FINISHED GRADE OUTSIDE THE BUILDING IN AN AREA CAPABLE OF ABSORBING THE CONDENSATE FLOW WITHOUT SUB-SURFACE DRAINAGE.
3. OVER ROOF DRAINS EQUIPPED WITH DRAINAGE PIPES THAT TERMINATE AT OR ABOVE GRADE, AND IN AN AREA CAPABLE OF ABSORBING CONDENSATE FLOW WITHOUT SURFACE DRAINAGE.

Delete and replace the last sentence of Section M1411.3.2 with the following:

WHERE THE DRAIN PIPES FROM MORE THAN ONE UNIT ARE MANIFOLDED TOGETHER FOR CONDENSATE DRAINAGE, THE PIPE OR TUBING SHALL BE SIZED IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE, TABLE 307.2.2.

CHAPTER 15

Revise Section M1503.1 as follows:

M1503.1 General. Range hoods shall discharge to the outdoors through a single-wall duct. The duct serving the hood shall have a smooth interior surface, shall be air tight, shall be equipped with a back-draft damper, and shall be independent of all other exhaust systems. **CHANGES IN SIZE OR DIRECTION SHALL BE MADE BY USE OF AN APPROVED TRANSITION FITTING**. Ducts serving range hoods shall not terminate in an attic or crawl space or in areas inside the building.

(exception unchanged)

Add new Section M1507.5 as follows:

M1507.5 MECHANICAL VENTILATION. ALL BATHROOMS AND TOILET ROOMS SHALL BE PROVIDED WITH MECHANICAL VENTILATION. VENTILATION EQUIPMENT AND SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THIS SECTION.

CHAPTER 17

Add new Section M1701.3 as follows:

M1701.3 TWO OPENINGS OR DUCTS. OUTSIDE COMBUSTION AIR SHALL BE PROVIDED THROUGH AN OPENING OR DUCT LOCATED WITHIN 12 INCHES (305MM) OF THE TOP AND WITHIN 12 INCHES (305MM) OF THE BOTTOM OF ENCLOSED SPACES. OPENINGS MAY CONNECT TO SPACES DIRECTLY COMMUNICATING WITH THE OUTDOORS, SUCH AS VENTILATED ATTICS OR CRAWL SPACES. A SINGLE DUCT OR OPENING SHALL NOT SERVE BOTH COMBUSTION AIR OPENINGS. DUCTS SERVING THE LOWER OPENING OF LIQUID PETROLEUM GAS (LPG) APPLIANCES SHALL BE LOCATED AT THE LOWEST FLOOR LEVEL AND SHALL NOT CONTAIN TRAPS OR POCKETS.

CHAPTER 20

Revise Section M2005.2 as follows:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a ~~room used as a storage~~ **CLOTHES** closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Installation of direct-vent water heaters within an enclosure is not required.

CHAPTER 24

Revise the first paragraph of Section G2406.2 as follows:

G2406.2 (303.3) Prohibited locations. *Appliances* shall not be located in sleeping rooms, bathrooms, toilet rooms, ~~storage~~ **CLOTHES** closets ~~or surgical rooms,~~ or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

(remainder of text unchanged)

Add a new **Exception 2**. to Section G2408.2 as follows:

Exception:

1. Elevation of ignition sources is not required for appliances that are listed as flammable vapor ignition resistant.

2. **ELEVATION OF IGNITION SOURCES IS NOT REQUIRED FOR DOMESTIC CLOTHES DRYERS WITHIN PRIVATE GARAGES FOR SINGLE FAMILY RESIDENCES.**

Revise Section G2415.12 as follows:

G2415.12 (404.12) Minimum burial depth. METALLIC Underground *piping systems* shall be installed a minimum ~~depth~~ of 12 inches (305 mm) below grade. ~~except as provided for in Section G2415.12.1~~ **NON-METALLIC PIPING SHALL BE LOCATED NOT LESS THAN 18 INCHES (457 MM) BELOW GRADE.**

Delete Section G2415.12.1 "Individual outside appliances" in its entirety.

At Section G2427.6.3, sub-section 1, replace "8 feet (2438 mm)" with "**4 FEET (1219 MM)**"

CHAPTER 25

Revise Section P2503.7 as follows:

P2503.7 Water-supply system testing. Upon completion of the water-supply system or a section of it, the system or portion completed shall be tested and proved tight under a water pressure of not less than the working pressure of the system or~~, for piping systems other than plastic,~~ by an air test of not less than 50 psi (345 kPa). This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.

CHAPTER 26

At Section **P2603.5.1 Sewer Depth**, where **[NUMBER]** is requested insert **12 INCHES (305 MM)**

CHAPTER 28

Add new section P2803.8 to read:

P2803.8 REPLACEMENT WATER HEATERS. THE FOLLOWING ALTERNATIVE METHOD MAY BE USED FOR REPLACEMENT WATER HEATERS WHEN IT IS IMPRACTICAL TO RUN THE TEMPERATURE AND PRESSURE RELIEF VALVE DISCHARGE LINE TO THE EXTERIOR OF A RESIDENCE:

1. **A DRAIN PAN SHALL BE INSTALLED UNDER THE WATER HEATER.**

2. **THE TEMPERATURE RELIEF VALVE SHALL BE SET TO A MAXIMUM OF 210 DEGREES AND THE PRESSURE RELIEF VALVE TO 150 PSI WITH A LINE DRAINING INTO THE PAN.**

CHAPTER 29

Delete Section P2904.1.1 "**Required sprinkler locations**" in its entirety and replace with the following:

P2904.1.1 FIRE PROTECTION WATER SUPPLY AND FIRE FLOW. FIRE PROTECTION WATER SUPPLIES FOR RESIDENTIAL STRUCTURES SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE (IFC) SECTION 507 AND FIRE FLOW SHALL BE PROVIDED IN ACCORDANCE WITH IFC APPENDIX B.

CHAPTER 30

Revise Section P3005.2.10 as follows:

P3005.2.10 Cleanout equivalent. A ~~fixture trap or a~~ fixture with an integral trap, readily removable without disturbing concealed piping shall be acceptable as a cleanout equivalent.

Revise Section P3008.1 as follows:

P3008.1 Sewage backflow. Where the ~~flood level rims of plumbing fixtures are below~~ **FINISH FLOOR ELEVATION IS LESS THAN 12 INCHES (305 MM) ABOVE** the elevation of the manhole cover of the next upstream manhole in the public sewer, the fixtures shall be protected by a backwater valve installed in the *building drain*, branch of the *building drain* or horizontal branch serving ~~such fixtures~~ **THAT FLOOR LEVEL**. Plumbing fixtures **ON FLOOR LEVELS** ~~having flood level rims~~ **AT ELEVATIONS 12 INCHES (305 MM) OR GREATER** above the elevation of the manhole cover of the next upstream manhole in the public sewer shall not discharge through ~~a~~ **THE SAME** backwater valve.

CHAPTER 32

Revise Section P3201.2 as follows:

P3201.2 Trap seals and trap seal protection. Traps shall have a liquid seal not less than 2 inches (51 mm) and not more than 4 inches (102 mm). Traps for ~~floor~~ drains **SUBJECT TO EVAPORATION** shall be fitted with a trap primer**, TRAP SEAL PROTECTION DEVICE,** or shall be of the deep seal design. Trap seal primer valves shall connect to the trap at a point above the level of the trap seal.

CHAPTER 37

Add new Section E3703.7 to read:

E3603.7 DISHWASHER/GARBAGE DISPOSER BRANCH CIRCUITS. DISHWASHER AND GARBAGE DISPOSERS MAY SHARE A SINGLE 20 AMPERE BRANCH CIRCUIT.

ORDINANCE NO. (O)13-07

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, ARTICLE 6-4-1 ENTITLED "PLUMBING CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL PLUMBING CODE" AND AMENDMENTS THERETO; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Plumbing Code", otherwise known as the "2012 International Plumbing Code" with amendments thereto on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O)95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building", as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Article 6-4-1 is the Town of Oro Valley's Plumbing Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-21, making that certain document entitled the "Plumbing Code" otherwise known as the "2012 International Plumbing Code", with amendments thereto a public record; and

WHEREAS, changes made to the Plumbing Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and health safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Plumbing Code" otherwise known as the "2012 International Plumbing Code" as amended thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona as follows:

Section 1. Oro Valley Town Code, Article 6-4-1 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-4-1 Plumbing Code~~s~~

The Town of Oro Valley's adopted plumbing code is the "~~2006~~ 2012 International Plumbing Code," as amended~~, three~~. Three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Plumbing Code is made a public record by Resolution No. (R)13-21.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE INTERNATIONAL PLUMBING, 2012 EDITION

The following provision of the International Plumbing Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

CHAPTER 1

Substitute **BUILDING OFFICIAL** in all locations where "code official" is referenced within this code.

At Section 101.1 replace [NAME] in text to read as follows:

"These regulations shall be known as the *International Plumbing Code* of [**THE TOWN OF ORO VALLEY]** hereinafter referred to as "this code."

Revise the last sentence of the first paragraph in Subsection 101.2 as follows:

Provisions in the appendices shall not apply unless specifically adopted; **THEREFORE, THE FOLLOWING APPENDICES ARE ADOPTED AS PART OF THIS CODE**:

APPENDIX A- (AS AMENDED)
APPENDIX B- RATES OF RAINFALL FOR VARIOUS CITIES (AS AMENDED)
APPENDIX C- VACUUM DRAINAGE SYSTEM
APPENDIX D- DEGREE DAY AND DESIGN TEMPERATURES
APPENDIX E- SIZING OF WATER PIPING SYSTEM
APPENDIX F- STRUCTURAL SAFETY

Delete Section 104 in its entirety and substitute Section 104 of the 2012 edition of the International Building Code with amendments thereto, in its entirety.

Delete Section 106.3.3 in its entirety and substitute Section 105.3.2 of the 2012 edition of the International Building Code with Amendments thereto, in its entirety.

Delete Section 106.5.3 in its entirety and substitute Section 105.5 of the International Building Code, 2012 edition, with Amendments thereto in its entirety

Delete Section 106.5.4 in its entirety and replace with the following text:

106.5.4 EXPIRATION. EVERY PERMIT ISSUED SHALL BECOME INVALID UNLESS THE WORK AUTHORIZED BY SUCH PERMIT IS COMMENCED WITHIN 180 DAYS AFTER ITS ISSUANCE, OR IF THE WORK AUTHORIZED BY SUCH PERMIT IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AFTER THE TIME THE WORK IS COMMENCED. THE BUILDING OFFICIAL IS AUTHORIZED TO GRANT, IN WRITING, ONE OR MORE EXTENSIONS OF TIME, FOR PERIODS NOT MORE THAN 180 DAYS EACH. THE EXTENSION SHALL BE REQUESTED IN WRITING PRIOR TO EXPIRATION OF THE PERMIT, AND JUSTIFIABLE CAUSE DEMONSTRATED. BEFORE WORK DEEMED TO HAVE EXPIRED CAN BE

RECOMMENCED, A NEW PERMIT SHALL FIRST BE OBTAINED TO DO SO, AND THE FEE THEREFORE SHALL BE ONE HALF THE AMOUNT REQUIRED FOR A NEW PERMIT FOR SUCH WORK, PROVIDED NO CHANGES HAVE BEEN MADE OR WILL BE MADE IN THE ORIGINAL PLANS AND SPECIFICATIONS FOR SUCH WORK AND PROVIDED FURTHER THAT SUCH SUSPENSION OR ABANDONMENT HAS NOT EXCEEDED ONE YEAR. IN ORDER TO RENEW A PERMIT WHICH HAS BEEN EXPIRED FOR GREATER THAN ONE YEAR, THE PERMITTEE SHALL PAY A FEE EQUIVALENT TO A NEW PERMIT.

Delete Section 106.6 in its entirety and substitute Section 108 of the 2012 edition of the International Building Code with Amendments thereto, in its entirety.

Revise Section 108.4 as follows:

108.4 Violation penalties. Any persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be ~~guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment~~ **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW.** Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Revise the last sentence of Section 108.5 as follows:

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation of unsafe condition, shall be ~~liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars~~. **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW. EACH DAY THAT A VIOLATION OF A STOP WORK ORDER CONTINUES AFTER DUE NOTICE HAS BEEN SERVED SHALL BE DEEMED A SEPARATE OFFENSE.**

Delete Section 109 in its entirety and substitute Section 113 of the 2012 edition of the International Building Code with Amendments thereto, in its entirety.

CHAPTER 3

Revise Section 305.4.1 as follows:

305.4.1 Sewer Depth. Building sewers that connect to private sewage disposal systems shall be installed not less than [~~NUMBER~~ **12**] inches (**304** mm) below finished grade at the point of septic connection. Building sewers shall be installed not less than [~~NUMBER~~ **12**] inches (**304** mm) below grade.

Revise Section 312.1 as follows:

312.1 Required tests. The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit

holder shall give reasonable advance notice to the code official when the plumbing work is ready for ~~tests~~ **INSPECTION**. The equipment, material, power and labor necessary for the inspection and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the ~~following~~ tests. All plumbing system piping shall be tested with either water or~~, for piping systems other than plastic,~~ by air. ~~After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts if necessary to ascertain whether the pressure has reached all parts of the system.~~

Revise section 314.2.1 by adding the following at the end of the paragraph:

LOCATIONS FOR TERMINATION OF CONDENSATE DRAINS SHALL BE AS FOLLOWS:

1. **INTO AN ACCESSIBLE FIXTURE TAILPIECE THROUGH A DIRECTIONAL FIXTURE FITTING; FUNNEL DRAIN; WASTE AIR GAP FITTING; FLOOR SINK, MOP SINK; OR LAUNDRY TRAY**
2. **AT OR BELOW GRADE OUTSIDE OF THE BUILDING IN AN AREA CAPABLE OF ABSORBING THE CONDENSATE FLOW WITHOUT SURFACE DRAINAGE.**
3. **OVER ROOF DRAINS THAT CONNECT TO DRAINAGE PIPES PROVIDED THEY TERMINATE AT OR ABOVE GRADE IN AN AREA CAPABLE OF ABSORBING THE CONDENSATE FLOW WITHOUT SURFACE DRAINAGE**

CHAPTER 4

Add an exception to Section 405.3.1 as follows:

EXCEPTION:

1. **SIDE CLEARANCES FOR ACCESSIBLE OR AMBULATORY WATER CLOSETS SHALL COMPLY WITH ICC/ANSI A117.1.**

Revise Section 410.3 by adding the following at the end of the paragraph:

BOTTLED WATER MAY BE SUBSTITUTED FOR FIXED DRINKING FOUNTAINS IN MERCANTILE CLASSIFICATIONS WITH A TOTAL FLOOR AREA NOT GREATER THAN 1500 SQUARE FEET. DRINKING FOUNTAINS SHALL BE LOCATED IN AN AREA READILY ACCESSIBLE TO THE PUBLIC WITH SIGNAGE STATING THAT "DRINKING WATER IS FOR PUBLIC USE". IN CONSTRUCTION, WHERE IMPROVEMENTS INCLUDE THE ADDITION OR RELOCATION OF PLUMBING FIXTURES, A WATER SUPPLY AND RECEPTACLE OUTLET FOR A DRINKING FOUNTAIN SHALL BE PROVIDED FOR FUTURE USE.

Add new section 420.5 to read as follows:

420.5 SURROUNDING MATERIAL. WALLS WITHIN 2 FEET (610 MM) OF WATER CLOSETS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE TO A HEIGHT OF 4 FEET (1219 MM) ABOVE THE FLOOR, AND EXCEPT FOR STRUCTURAL ELEMENTS, THE MATERIAL USED IN SUCH WALLS SHALL BE OF A TYPE THAT IS NOT ADVERSELY AFFECTED BY MOISTURE.

CHAPTER 5

Add new section 504.6.1 to read as follows:

SECTION 504.6.1 REPLACEMENT WATER HEATERS. REPLACEMENT WATER HEATERS SHALL COMPLY WITH THE FOLLOWING WHEN IT IS NOT PRACTICAL TO RUN THE TEMPERATURE AND PRESSURE RELIEF VALVE LINE TO AN OTHERWISE APPROVED DISCHARGE POINT:

1. **A DRAIN PAN SHALL BE INSTALLED UNDER THE WATER HEATER**
2. **THE TEMPERATURE RELIEF VALVE SHALL BE SET TO A MAXIMUM OF 210 DEGREES AND THE PRESSURE RELIEF VALVE TO 150 PSI WITH A LINE DRAINING INTO THE PAN**

CHAPTER 6

Revise Table 604.4 as follows:

TABLE 604.4
MAXIMUM FLOW RATES AND CONSUMPTION FOR PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY[b]
Lavatory, private	2.2 gpm at 60 psi
Lavatory, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Shower head[a]	2.5 gpm at 80 psi
Sink faucet	2.2 gpm at 60 psi
Urinal	~~1.0~~ **0.125** gallon per flushing cycle
Water closet	1.6 gallons per flushing cycle

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head.

b. Consumption tolerances shall be determined from referenced standards.

CHAPTER 7

Revise Section 715.1 as follows:

Section 715.1 Sewage backflow. Where plumbing fixtures are installed on a floor with a finished floor elevation **LESS THAN 12 INCHES (305 MM) ABOVE** ~~below~~ the elevation of the manhole cover of the next upstream manhole in the *public sewer*, such

fixtures shall be protected by a backwater valve installed in the *building drain*, or horizontal *branch* serving **THAT FLOOR LEVEL** ~~such fixtures~~. Plumbing fixtures installed on ~~a~~ floor **LEVELS AT ELEVATIONS 12 INCHES (305 MM) OR GREATER THAN** ~~with a finished floor elevation above~~ the elevation of the manhole cover of the next upstream manhole in the *public sewer* shall not discharge through **THE SAME** ~~a~~ backwater valve.

CHAPTER 9

Revise section 903.1 as follows:

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than [~~NUMBER~~ **6**] inches (**152** mm) above the roof, except where the roof is to be used for any other purpose other than weather protection, the vent extensions shall terminate not less than 7 feet (2134 mm) above the roof.

Add new Section 903.8 as follows:

903.8 VENT SUPPORT. VENTS THAT EXTEND ABOVE ROOFS OR GRADE SHALL BE SECURED WITH GUY WIRE OR EQUIVALENT SUPPORT TO EFFECTIVELY MAINTAIN ALIGNMENT.

CHAPTER 10

Add an exception 1. to Section 1002.4 as follows:

EXCEPTION:
1. A LISTED TRAP SEAL PROTECTION DEVICE MAY BE USED AS A SUBSTITUTE FOR A TRAP PRIMER.

APPENDIX A

Delete Appendix A and replace with the following:

SEE THE TOWN OF ORO VALLEY BUILDING VALUATION DATA SCHEDULE AND FEE SCHEDULES FOR PLUMBING PERMIT FEES.

APPENDIX B

Revise APPENDIX B for "**Arizona**" as follows:

Arizona:
Flagstaff……2.4
Nogales…….3.1
Phoenix…….2.5
TUCSON……....3.0
Yuma……1.6

ORDINANCE NO. (O)13-08

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, ARTICLE 6-3-1 ENTITLED "MECHANICAL CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL MECHANICAL CODE" AND AMENDMENTS THERETO; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Mechanical Code", otherwise known as the "2012 International Mechanical Code" with amendments thereto on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O)95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building", as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Article 6-3-1 is the Town of Oro Valley's Mechanical Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-22, making that certain document entitled the "Mechanical Code" otherwise known as the "2012 International Mechanical Code", with amendments thereto a public record; and

WHEREAS, changes made to the Mechanical Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and health safety issues and local community issues; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Mechanical Code" otherwise known as the "2012 International Mechanical Code" as amended thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona as follows:

Section 1. Oro Valley Town Code, Article 6-3-1 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-3-1 Mechanical Code~~s~~

The Town of Oro Valley's adopted mechanical code is the "~~2006~~ 2012 International Mechanical Code," as amended~~, three~~. Three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Mechanical Code as made a public record by Resolution No. (R)13-22.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE
INTERNATIONAL MECHANICAL CODE, 2012 EDITION

The following provision of the International Mechanical Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

Appendix B shall not be adopted as part of this code

CHAPTER 1

At Section 101.1, revise text to read as follows:

"These regulations shall be known as the *Mechanical Code* of [**THE TOWN OF ORO VALLEY**], hereinafter referred to as "this code."

Delete Section 103 in its entirety and substitute Section 103 in its entirety of the International Building Code, 2012 edition with amendments thereto.

Delete Sections 104 and 105 in their entirety and substitute Section 104 in its entirety of the International Building Code, 2012 edition with amendments thereto.

106.3.3 Time limitation of application AND EXTENSIONS. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the **BUILDING** ~~code~~ official shall have the authority to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing **ON A FORM PROVIDED BY THE JURISDICTION** and justifiable cause demonstrated. **REQUESTS FOR EXTENSION SHALL BE MADE PRIOR TO EXPIRATION AND SHALL NOT BE GRANTED IF THIS CODE OR ANY OTHER PERTINENT LAWS OR ORDINANCES HAVE BEEN AMENDED SUBSEQUENT TO THE DATE OF APPLICATION.**

Delete Sections 106.4.3 and 106.4.4 in their entirety and substitute Section 105.5 in its entirety of the International Building Code 2012 edition with amendments thereto.

Delete Sections 106.5 in its entirety and substitute Section 109 in its entirety of the International Building Code 2012 edition with Amendments thereto.

108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be ~~guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment.~~ **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW.** Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Delete Section 108.5 in its entirety and substitute Section 115 of the International Building Code, 2012 edition, with amendments thereto, in its entirety.

Delete Section 109 in its entirety and substitute Section 113 of the International Building Code, 2012 edition, with amendments thereto, in its entirety.

Delete Section 109 in its entirety and substitute Section 113 of the International Building Code, 2012 edition, with amendments thereto, in its entirety.

CHAPTER 3

Revise Section 303.3 Prohibited locations. as follows: 4. ~~Storage~~ Clothes closets

Add a new Section 303.9 as follows:

303.9 PROHIBITED APPLIANCES. LIQUID PETROLEUM GAS (LPG) GAS-FIRED APPLIANCES SHALL NOT BE INSTALLED IN AN ATTIC.

Add item 11**.** following item 10. of Section 306.5 as follows:

11. WHEN ACCESS IS THROUGH A ROOF HATCH OR ACCESS DOOR THE MINIMUM CLEAR ACCESS OPENING DIMENSION SHALL NOT BE LESS THAN 22 INCHES BY 30 INCHES (559 MM BY 762 MM).

Revise section 307.2.1 by adding the following at the end of the paragraph:

LOCATIONS FOR TERMINATION OF CONDENSATE DRAINS SHALL BE AS FOLLOWS:

1. **INTO AN ACCESSIBLE FIXTURE TAILPIECE THROUGH A DIRECTIONAL FIXTURE FITTING; FUNNEL DRAIN; WASTE AIR GAP FITTING; FLOOR SINK, MOP SINK; OR LAUNDRY TRAY**
2. **ABOVE THE FINISHED GRADE OUTSIDE OF THE BUILDING IN AN AREA CAPABLE OF ABSORBING THE CONDENSATE FLOW WITHOUT SURFACE DRAINAGE.**
3. **OVER ROOF DRAINS THAT CONNECT TO DRAINAGE PIPES PROVIDED THEY TERMINATE AT OR ABOVE GRADE IN AN AREA CAPABLE OF ABSORBING THE CONDENSATE FLOW WITHOUT SURFACE DRAINAGE**

CHAPTER 5

Revise Section 504.3 by adding the following at the end of the sentence:

A FLEXIBLE CONNECTION BETWEEN A DRYER EXHAUST VENT AND RISER SHALL BE CONSIDERED AN ACCEPTABLE CLEANOUT.

Revise Section 501.3.2 by adding the following at the beginning of the first sentence:

WITH EXCEPTION OF CLOTHES DRYER EXHAUST VENTS AS DESCRIBED IN SECTION 504.4 e~~E~~xhaust

CHAPTER 8

Revise Section 802.7 as follows:

802.7 Support of vents. All portions of vents shall be adequately supported for the design and weight of the materials employed. **VENTS THAT EXTEND ABOVE ROOFS OR GRADE SHALL BE SECURED WITH GUY WIRE OR EQUIVALENT SUPPORT TO EFFECTIVELY MAINTAIN ALIGNMENT.**

Add this text after the 3rd line of Section 802.8 as follows:

Where vents pass through attic space, the shield shall terminate not less than 2 inches (51 mm) above the insulation materials and shall be secured in place to prevent displacement. **WHERE INSULATION IS INSTALLED AGAINST ROOF SHEATHING, THE SHIELD SHALL ALSO EXTEND NOT LESS THAN 2 INCHES (51 MM) BELOW THE BOTTOM OF THE INSULATION.**

CHAPTER 10

Revise Section 1001.1 by deleting the text in exception 7 and replacing it with the following:

ANY BOILER OR LINED WATER HEATER IN EXCESS OF 200,000 BTU SHALL BE SUBJECT TO INSPECTION BY THE STATE OF ARIZONA (SEE *ARIZONA BOILER RULES*, TITLE 20, CHAPTER 5, FOR REQUIREMENTS).

Revise Section 1001.4 "Standards." by deleting all text after the second sentence and replacing it with the following text:

BOILERS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ASME *BOILER AND PRESSURE VESSEL CODE*, AND *ARIZONA BOILER RULES*, TITLE 20, CHAPTER 5.

CHAPTER 11

Revise Section 1109.1 item 3, by deleting "pure" and replacing it with "purge".

ORDINANCE NO. (O)13-09

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, SECTION 6-1-8 ENTITLED "FUEL GAS CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL FUEL GAS CODE"; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Fuel Gas Code", otherwise known as the "2012 International Fuel Gas Code" on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O) 95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building" as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Section 6-1-8 is the Town of Oro Valley's Fuel Gas Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-23, making that certain document entitled the "Fuel Gas Code" otherwise known as the "2012 International Fuel Gas Code", with amendments thereto a public record; and

WHEREAS, changes made to the Fuel Gas Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Fuel Gas Code" otherwise known as the "2012 International Fuel Gas Code" with amendments thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley as follows:

Section 1. Oro Valley Town Code Section 6-1-8 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-1-8 Fuel Gas Code

The Town of Oro Valley's adopted fuel gas code is the "~~2006~~ 2012 International Fuel Gas Code," as amended~~, three~~. Three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Fuel Gas Code is made a public record by Resolution No. (R)13-23.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE
INTERNATIONAL FUEL GAS CODE, 2012 EDITION

The following provision of the International Fuel Gas Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

CHAPTER 1

At Section 101.1 insert [**THE TOWN OF ORO VALLEY]** where [NAME OF JURISDICTION] is requested.

Revise Section 103 as follows:

SECTION 103 (IFGC)
BUILDING INSPECTION DEPARTMENT ~~OF INSPECTION~~

103.1 General. The **BUILDING INSPECTION** Department ~~of Inspection~~ is hereby created and the executive official in charge thereof shall be known as the ~~code~~ **BUILDING** official.

Delete Sections 104 and 105 in their entirety and substitute Section 104 in its entirety of the International Building Code, 2012 edition with Amendments thereto.

Revise the **Exception:** to Section 106.1 as follows:

> **Exception:** Where *appliance* and *equipment* replacements and repairs are required to be performed in an emergency situation, the permit application shall be submitted within the next working business day to the **BUILDING INSPECTION** Department ~~of Inspection~~**.**

Revise Section 106.3.2 as follows:

106.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official shall have the authority to grant one or more extensions of time for periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. **THE REQUEST FOR EXTENSION SHALL BE MADE PRIOR TO EXPIRATION. IN ORDER TO RENEW ACTION ON AN APPLICATION AFTER EXPIRATION, THE APPLICANT SHALL RESUBMIT PLANS AND PAY A NEW PLAN REVIEW FEE. AN APPLICATION MAY NOT BE EXTENDED IF THIS CODE OR ANY OTHER APPLICABLE LAWS OR ORDINANCES HAVE BEEN AMENDED SUBSEQUENT TO THE DATE OF APPLICATION.**

Delete Sections 106.5.3 and 106.5.4 in their entirety and substitute Section 105.5 in its entirety of the International Building Code 2012 edition with Amendments thereto.

Delete Section 106.6 in its entirety and substitute Section 109 in its entirety of the International Building Code 2012 edition with Amendments thereto.

Delete Sections 108 and 109 in their entirety and substitute Sections 113 and 114 in their entirety of the International Building Code 2012 edition with Amendments thereto.

CHAPTER 2

Add text to the end of Section 201.4, "**Terms not defined**" as follows:

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. ***MERRIAM WEBSTER'S COLLEGIATE DICTIONARY, 11TH EDITION*, SHALL BE CONSIDERED AS PROVIDING ORDINARILY ACCEPTED MEANINGS.**

CHAPTER 3

Revise the first paragraph of Section 303.3 as follows:

303.3 Prohibited locations. Appliances shall not be located in sleeping rooms, bathrooms, toilet rooms, ~~storage~~ **CLOTHES** closets or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following: (remainder of text unchanged)

Revise Section 306.5 by adding sub-section 11, following sub-section 10 as follows:

> **11. WHEN ACCESS IS THROUGH A ROOF HATCH OR ACCESS DOOR THE MINIMUM CLEAR ACCESS OPENING DIMENSION SHALL NOT BE LESS THAN 22 INCHES (559 MM) BY 30 INCHES (762 MM).**

Revise the last line of Section 307.3 as follows:

Where the drain pipes for more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with **TABLE 307.2.2 OF THE INTERNATIONAL MECHANICAL CODE, 2012 EDITION** ~~an *approved* method~~.

Add text to the end of Section 303.7 as follows:

LIQUEFIED PETROLEUM GAS (LPG) APPLIANCES SHALL NOT BE INSTALLED IN A PIT.

CHAPTER 4

Revise the first sentence of Section 404.9 as follows:

404.9 Above-ground outdoor piping. All *piping* installed outdoors shall be elevated not less than 3½ inches (152 mm) above ground and where installed above roof surfaces, shall be elevated 3½ inches (152 mm) above the roof surface. **PIPING LESS THAN 3½ INCHES (152 MM) ABOVE GROUND SURFACES SHALL HAVE PROTECTIVE COATINGS IN ACCORDANCE WITH SECTION 404.11.2.**

Revise Section 404.12 as follows:

404.12 Minimum burial depth. Underground *piping* system shall be installed a minimum depth of 12 inches (305 mm) below **FINISHED** grade~~, except as provided for in Section 404.12.1~~.

Delete Section 404.12.1 in its entirety

CHAPTER 5

Add the following text after the 3rd line of Section 502.4 as follows:

Where vents pass through attic space, the shield shall terminate not less than 2 inches (51 mm) above the insulation materials and shall be secured in place to prevent displacement. **WHERE INSULATION IS INSTALLED AGAINST ROOF SHEATHING, THE SHIELD SHALL EXTEND NOT LESS THAN 2 INCHES (51 MM) BELOW THE BOTTOM OF THE INSULATION.**

Revise Section 503.6.4 subsection 1 as follows:

1. Gas vents that are 12 inches (305 mm) or less in size and located not less than ~~8 feet (2438 mm)~~ **4 FEET (1219MM)** from a vertical wall or similar obstruction shall terminate above the roof in accordance with Figure 503.6.4.

CHAPTER 6

Strike all text of Section 631 and 632 and replace with the following:

BOILERS SHALL BE INSTALLED IN ACCORDANCE WITH *ARIZONA BOILER RULES*, TITLE 20, CHAPTER 5.

ORDINANCE NO. (O)13-10

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, ARTICLE 6-8 ENTITLED "FIRE CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL FIRE CODE"; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of the "Fire Code", otherwise known as the "2012 International Fire Code" on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O) 95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building" as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Article 6-8 is the Town of Oro Valley's Fire Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-24, making that certain document entitled the "Fire Code" otherwise known as the "2012 International Fire Code", with amendments thereto a public record; and

WHEREAS, changes made to the Fire Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Fire Code" otherwise known as the "2012 International Fire Code" with amendments thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley as follows:

Section 1. Oro Valley Town Code Article 6-8 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-8-1 Adoption of Fire Code

~~A. That certain document known as~~ THE TOWN OF ORO VALLEY'S ADOPTED FIRE CODE IS the "2012 International Fire Code", AS AMENDED, ~~2006 Edition," including appendices, as published by the International Code Council, Inc. with amendments appended thereto as Exhibit A,~~ three (3) copies of which are on file in the office of the

Town Clerk of the Town of Oro Valley, Arizona. ~~, which document was made a public record by Resolution (R)07-06, on January 17, 2007, is hereby referred to, adopted, and made a part hereof as if fully set out in this Ordinance, any provisions thereof to become effective on the~~

Section 2. Adopts by reference the 2012 International Fire Code is made a public record by Resolution No. (R)13-24.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE
INTERNATIONAL FIRE CODE, 2012 EDITION

The following provision of the International Fire Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

CHAPTER 1

At Section 101.1 where it requests **[NAME OF JURISDICTION]** insert **THE TOWN OF ORO VALLEY**

Revise Sub-section 101.2.1 as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted**; THEREFORE, THE FOLLOWING APPENDICES ARE ADOPTED AS PART OF THIS CODE:**

APPENDIX-B FIRE-FLOW REQUIREMENTS FOR BUILDINGS
APPENDIX-C FIRE HYDRANT LOCATIONS AND DISTRIBUTION
APPENDIX-D FIRE APPARATUS ACCESS ROADS
APPENDIX-E HAZARD CATEGORIES (AS REFERENCE INFORMATION)
APPENDIX-F HAZARD RANKING
APPENDIX-G CRYOGENIC FLUIDS – WEIGHT AND VOLUME EQUIVALENTS (AS REFERENCE INFORMATION)

Revise Section 103 "Title" as follows:

SECTION 103
DEPARTMENT OF FIRE PREVENTION/BUILDING SAFETY

Revise Section 103.1 as follows:

103.1 General. The department of fire prevention/**BUILDING SAFETY** is established within the jurisdiction under the direction of the *fire code official* **IN CONJUNCTION WITH THE BUILDING OFFICIAL.** The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

Revise Section 103.2 as follows:

103.2 Appointment. The *fire code official* shall be appointed by the chief appointing authority of the jurisdiction~~; and the *fire code official* shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority~~. **THE BUILDING OFFICIAL SHALL HAVE EQUAL RESPONSIBILITY FOR ENFORCEMENT OF THIS CODE AND MAY SERVE ALTERNATIVELY WHERE REFERENCE IS MADE TO *FIRE CODE OFFICIAL*.**

Revise Section 105.1.1 as follows:

105.1.1 Permits required. Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this code, or cause any such work to be done, shall first make application to the *fire code official* **FOR OPERATIONAL PERMITS, AND TO THE BUILDING OFFICIAL FOR CONSTRUCTION PERMITS,** and obtain the required permits.

Revise Section 105.2 as follows:

105.2 Application. Application for a permit required by this code shall be made to the *fire code official* **OR BUILDING OFFICIAL AS PRESCRIBED BY SECTION 105.1.1**, in such form and detail as prescribed by the ~~*fire code official*~~ **APPLICABLE JURISDICTION**. Applications for permits shall be accompanied by such plans as prescribed by the ~~*fire code official*~~ **APPLICABLE JURISDICTION**.

Revise Section 105.3.2 as follows:

105.3.2 Extensions. A permitee holding an unexpired permit shall have the right to apply for an extension of the time within which the permitee will commence work under that permit when work is unable to be commenced within the time required by this section for good and satisfactory reasons. The **APPLICABLE** ~~*fire*~~ *code official* is authorized to grant, in writing, one or more extensions of the time period of a permit for periods of not more than 180 days each. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated. **REQUESTS FOR EXTENSION SHALL BE MADE PRIOR TO EXPIRATION AND SHALL NOT BE GRANTED IF THIS CODE OR ANY OTHER PERTINENT LAWS OR ORDINANCES HAVE BEEN AMENDED SUBSEQUENT TO THE DATE OF APPLICATION. TO RENEW A PERMIT AFTER EXPIRATION, A NEW APPLICATION AND PLANS SHALL BE SUBMITTED AND REVIEW FEES SHALL APPLY AS REQUIRED FOR NEW PERMITS.**

Revise Section 105.3.3 as follows:

105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to the ~~*fire code official*~~ **BUILDING OFFICIAL** issuing a **CERTIFICATE OF OCCUPANCY** ~~permit and conducting associated inspections indicating the applicable provisions of this code have been met~~.

Delete all text in Section 105.3.4 "Conditional permits" and replace with the following:

105.3.4 TEMPORARY CERTIFICATE OF OCCUPANCY. THE BUILDING OFFICIAL IS AUTHORIZED TO ISSUE A TEMPORARY CERTIFICATE OF OCCUPANCY FOR LIMITED OR CONDITIONAL USE OF A BUILDING OR STRUCTURE WHEN REQUESTED BY THE PERMIT APPLICANT. ALL LIFE-SAFETY PROVISIONS REQUIRED AS A CONDITION OF THE PERMIT SHALL BE COMPLETED BEFORE REQUESTS WILL BE CONSIDERED.

Revise Section 105.3.7 as follows:

105.3.7 Information on the permit. The **BUILDING** ~~*fire*~~ *code official* shall issue all permits required by this code on an *approved* form furnished for that purpose. The permit **APPLICATION** shall ~~contain~~ **BE COMPLETED AND SIGNED BY THE APPLICANT AND ALL RELEVANT INFORMATION PROVIDED** ~~a general description of the operation or occupancy and its location and any other description required by the *fire code official*~~. Issued permits shall bear the signature of the *fire code official* or other approved authorization.

Revise Section 105.4.1 as follows:

105.4.1 Submittals. *Construction documents* and supporting data shall be submitted in two or more sets with each application for a permit and in such form and detail as required by the **BUILDING** ~~*fire code*~~ *official*. The *construction documents* shall be prepared by a registered design professional ~~where required by the statutes of the jurisdiction in which the project is to be constructed~~. **THE DESIGN OF FIRE PROTECTION SYSTEMS SHALL BE INCLUDED IN THE BUILDING CONSTRUCTION DOCUMENT SUBMITTAL.**

(Exception unchanged)

Delete Sub-section 105.4.4.1 "Phased approval" in its entirety

Add new Section 105.4.7 as follows:

105.4.7 ELECTRONIC CONSTRUCTION DOCUMENTS. A FULL SET OF APPROVED CONSTRUCTION DOCUMENTS, INCLUDING ANY AS-BUILT DOCUMENTS, SHALL BE PROVIDED AS AN ELECTRONIC FILE. THE ELECTRONIC FILE SHALL BE IN PORTABLE DOCUMENT FORMAT (PDF) AND STORED ON A CD-ROM DISC. ELECTRONIC CONSTRUCTION DOCUMENTS SHALL BE PROVIDED PRIOR TO REQUEST FOR A CERTIFICATE OF OCCUPANCY.

Delete the entire text of Section 108.1, 108.2 and 108.3 and replace as follows:

108.1 BOARD OF APPEALS. APPEALS OF DECISIONS OF THE FIRE CODE OR BUILDING OFFICIAL SHALL BE MADE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, SECTION 113, AS AMENDED.

Revise Section 109.4 as follows:

109.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be ~~guilty of a **[SPECIFY OFFENSE]**, punishable by a fine of not more than **[AMOUNT]** dollars or by imprisonment not exceeding **[NUMBER OF DAYS]**, or both such fine and imprisonment.~~ **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW.** Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Revise Section 111.4 as follows:

111.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~liable to a fine of not less than **[AMOUNT]** dollars or more than **[AMOUNT]** dollars~~ **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW.**

Revise Section 113.3 by adding the following text at the end of the section:

THIS FEE SHALL BE EQUAL TO THE AMOUNT OF THE PERMIT FEE REQUIRED BY THE ADOPTED FEE SCHEDULE. THE PAYMENT OF SUCH FEE SHALL NOT EXEMPT AN APPLICANT FROM COMPLIANCE WITH PROVISIONS OF THIS CODE OR OF OTHER ORDINANCES, NOR FROM ANY PENALTIES PRESCRIBED BY LAW.

CHAPTER 2

Revise Section 202 by adding the following definitions:

DRIVEWAY. A VEHICULAR INGRESS AND EGRESS ROUTE THAT SERVES NO MORE THAN TWO NON-RESIDENTIAL BUILDINGS OR STRUCTURES, NOT INCLUDING ACCESSORY STRUCTURES, AND NO MORE THAN FIVE DWELLING UNITS.

FIRE RISK ANALYSIS. AN ANALYTICAL REVIEW CONDUCTED BY THE FIRE CODE OFFICIAL IN ACCORDANCE WITH NATIONALLY RECOGNIZED STANDARDS TO DETERMINE LEVELS OF FIRE PROTECTION REQUIREMENTS. THE FIRE CODE OFFICIAL MAY UTILIZE NFPA 1142; THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE; OR OTHER NATIONALLY RECOGNIZED CODES AND STANDARDS FOR THIS PURPOSE.

RESIDENTIAL CARE/ASSISTED LIVING HOME. A BUILDING OR PART THEREOF HOUSING A MAXIMUM OF 10 PERSONS, EXCLUDING STAFF, ON A 24-HOUR BASIS, WHO BECAUSE OF AGE, MENTAL DISABILITY, OR OTHER REASONS, LIVE IN A SUPERVISED RESIDENTIAL ENVIRONMENT WHICH PROVIDES SUPERVISORY, PERSONAL, OR DIRECTED SERVICES. THIS CLASSIFICATION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: RESIDENTIAL BOARD AND CARE FACILITIES, ASSISTED LIVING HOMES, HALFWAY HOUSES, GROUP HOMES, CONGREGATE CARE FACILITIES, SOCIAL REHABILITATION FACILITIES, ALCOHOL AND DRUG ABUSE CENTERS, AND CONVALESCENT FACILITIES.

Revise Section 202 "definitions" for Occupancy Classification; Institutional Group I; Sub-section Institutional Group I-1; as follows:

Institutional Group I-1. This occupancy shall include buildings, structures or parts thereof housing more than ~~16~~ **10** persons who reside on a 24-hour basis in a supervised environment and receive custodial care. The persons receiving care are capable of self preservation. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Convalescent facilities
Group homes
Half-way houses
Residential board and custodial care facilities
Social rehabilitation facilities

Five or fewer persons receiving care. A facility such as above with five or fewer persons receiving such care shall be classified as Group R-3 or shall comply with the *International Residential Code* ~~provided an *automatic sprinkler system* is installed~~ in accordance with Section 903.3.1.3 or *International Residential Code* Section P2904 **AS AMENDED**.

Six to ~~sixteen~~ TEN persons receiving care. A facility such as above, housing at least six and not more than ~~16~~ **10** persons receiving such care, shall be classified as Group R-4.

Revise Section 202 "definitions" for Occupancy Classification; Residential Group R-4; as follows:

Residential Group R-4. This occupancy shall include buildings, structures or portions thereof for more than five but not more than ~~16~~ **10** persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care.

(remainder of section unchanged)

CHAPTER 5

Revise Section 503.1 as follows:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3, **AND APPENDIX D**.

Revise Section 503.2 as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8, **AND APPENDIX D**.

Add new Section 503.7 as follows:

503.7 TRAFFIC CONTROL SIGNALING DEVICES. PREMPTIVE TRAFFIC CONTROL SIGNALING DEVICES SHALL BE INSTALLED ON ALL FIRE APPARATUS ACCESS ROADS WHENEVER NEW ELECTRONIC TRAFFIC CONTROL SIGNALING DEVICES ARE INSTALLED.

Revise Section 505.1 as follows:

505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers, or *approved* building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in additional approved locations to facilitate emergency response. **ADDRESS NUMBERS SHALL BE VISIBLE FROM BOTH DIRECTIONS OF TRAVEL ALONG THE FIRE APPARATUS ACCESS ROAD.** Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a

minimum stroke width of 0.5 inch (12.7 mm) **IN ACCORDANCE WITH THE TOWN OF ORO VALLEY ADDRESS DISPLAY REQUIREMENTS.** Where access is by means of a private road and the building **ADDRESS** cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Revise Section 507.1 as follows**:**

507.1 Required water supply. An *approved* water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. **WHERE PROPERTY IS SUBDIVIDED FOR THE EXPRESSED PURPOSE OF PROVIDING PARCELS FOR SALE OR OTHERWISE PERMITTING SEPARATE OR INDIVIDUAL DEVELOPMENT TO OCCUR, AN APPROVED WATER SUPPLY CAPABLE OF SUPPLYING THE PROJECTED FIRE FLOW FOR FIRE PROTECTION SHALL BE PROVIDED AND EXTENDED TO SERVE ALL SUBDIVIDED PROPERTIES. THE PROJECTED FIRE FLOW WILL BE BASED ON THE GREATEST POTENTIAL DEMAND POSED BY ANY OCCUPANCY TYPE ALLOWED BY ZONING LAWS FOR THE PROPERTY.**

EXCEPTION: ADDITIONS TO EXISTING AND NEWLY CONSTRUCTED ONE- AND TWO-FAMILY DWELLINGS LOCATED IN AREAS WITHOUT ADEQUATE WATER SUPPLIES, WHERE THE DEVELOPMENT OF FULL FIRE-FLOW IS IMPRACTICAL, MAY COMPLY WITH THE PROVISIONS OF APPENDIX B SECTION B103 WHEN FIRST APPROVED BY THE *FIRE CODE OFFICIAL*.

Revise Section 507.3 as follows:

507.3 Fire flow. Fire flow requirements for buildings or portions of buildings and facilities shall be determined by an *approved* method **AND IN ACCORDANCE WITH APPENDIX B OF THIS CODE**.

Revise Section 507.5 as follows:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.~~6~~**8 AND WITH APPENDIX C OF THIS CODE.**

Add new Sub-section 507.5.7 as follows:

507.5.7 REFLECTIVE PAVEMENT MARKERS. WHEN ADJACENT STREETS ARE CONSTRUCTED OF PAVED SURFACES FIRE HYDRANTS SHALL BE IDENTIFIED BY THE INSTALLATION OF APPROVED BLUE REFLECTIVE PAVEMENT MARKERS.

Add new Sub-section 507.5.8 as follows:

507.5.8 OUT OF SERVICE HYDRANTS. OUT OF SERVICE HYDRANTS SHALL BE CLEARLY MARKED OR TAGGED AS OUT OF SERVICE. WHILE THE WATER LINES ARE UNDERGOING BACTERIOLOGICAL CLEANSING AND TESTING, HYDRANTS SHALL BE MARKED AS OUT OF SERVICE. MARKINGS AND TAGS SHALL REMAIN IN PLACE UNTIL THE HYDRANT HAS BEEN INSPECTED, APPROVED, AND RETURNED TO SERVICE BY THE WATER UTILITY.

Add new Sub-section 509.1.2 as follows:

509.1.2 AUTOMATIC SPRINKLER SYSTEM RISER LOCATION. THE AUTOMATIC SPRINKLER SYSTEM FIRE RISER SHALL BE LOCATED WITHIN A BUILDING. DIRECT ACCESS TO THE ROOM THROUGH A DOOR FROM THE EXTERIOR OF THE BUILDING SHALL BE PROVIDED.

CHAPTER 6

Add new Section 605.12 as follows:

605.12 ELECTRICAL SERVICE SHUTOFF ACCESS. WHERE ELECTRICAL SERVICE SHUT OFF CONTROLS ARE LOCATED INSIDE A BUILDING, A DOOR PROVIDING DIRECT ACCESS FROM THE EXTERIOR TO THE ROOM CONTAINING SUCH SHUT OFF CONTROLS SHALL BE PROVIDED WHERE REQUIRED BY THE *FIRE CODE OFFICIAL*. DOORS SHALL BE IDENTIFIED IN ACCORDANCE WITH SECTION 605.3.1 OF THIS CODE.

CHAPTER 9

Revise Section 903.2 as follows:

903.2 Where required. *Approved automatic sprinkler systems* in new buildings and structures shall be provided in the locations described in ~~Sections 903.2.1 through 903.2.12~~ **THIS SECTION**. **THROUGHOUT ALL GROUP A, B, E, F, H, I, M, R AND S OCCUPANCIES, FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING CONSTRUCTED WITHIN, OR MOVED INTO THE JURISDICTION**.

(Exception remains unchanged)

Revise Section 903.2 by adding the following exception 2:

2. TYPE R-3 OCUPANCIES ARE NOT REQUIRED TO BE PROVIDED WITH AUTOMATIC FIRE SPRINKLER SYSTEMS WHEN THE FIRE FLOW REQUIREMENTS OF SECTION 507.3 OF THIS CODE ARE OTHERWISE MET.

Revise Sub-sections 903.2.1 through 903.2.10 by deleting entirety and reserving the numbering.

Revise Sub-section 903.3.5 as follows:

903.3.5 Water supplies. Water supplies for *automatic sprinkler systems* shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the *International Plumbing Code.* **AUTOMATIC SPRINKLER SYSTEM WATER SUPPLY DATA FOR HYDRAULIC CALCULATIONS SHALL BE BASED ON A CURVE THAT IS 90 PERCENT OF THE AVAILABLE WATER SUPPLY CURVE AS DETERMINED BY FLOW TEST INFORMATION.**

Add new Sub-section 903.6.1 as follows:

903.6.1 CHANGE OF OCCUPANCY IN NON-SPRINLERED BUILDINGS. AN APPROVED *AUTOMATIC SPRINKLER SYSTEM* SHALL BE PROVIDED THROUGHOUT THE FIRE AREA OF EXISTING NON-SPRINKLERED STRUCTURES WHEN THE OCCUPANCY TYPE IS CHANGED TO ANY OF THE FOLLOWING USES: OCCUPANCY TYPE; A, E, F, H, I, R-1, OR R-2.

Add new Sub-section 907.2.24 as follows:

907.2.24 MULTI-TENANT COMMERCIAL BUILDINGS. A MANUAL FIRE ALARM SYSTEM SHALL BE INSTALLED THROUGHOUT ALL BUILDINGS WITH A GROSS BUILDING AREA OF 18,000 SQUARE FEET (1,672 M^2) OR GREATER WHEN AVAILABLE FOR USE BY MORE THAN ONE TENANT.

EXCEPTION: WHERE THE BUILDING IS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM AND THE ALARM NOTIFICATION APPLIANCES ARE DESIGNED TO ACTIVATE UPON SPRINKLER WATER FLOW.

Add new Section 912.7 as follows:

912.7 FIRE DEPARTMENT CONNECTION MARKING. ALL FIRE DEPARTMENT CONECTIONS (FDC) SHALL BE MARKED BY TWO RED STREET LANE REFLECTORS INSTALLED 6 INCHES (152 MM) FROM THE CENTERLINE OF THE FIRE APPARATUS ACCESS ROADWAY ON THE SIDE CLOSEST TO THE FDC. MARKERS SHALL BE PARALLEL TO THE FDC HAVING THE REFLECTIVE ENDS OF THE STREET MARKERS FACING THE DIRECTION OF TRAFFIC. ALTERNATIVE LOCATIONS MAY BE USED WHEN FIRST APPROVED BY THE FIRE CODE OFFICIAL.

CHAPTER 33

Add new Section 3310.3 as follows:

3310. 3 ADDRESS AND ACCESS ROAD SIGNS. WHILE UNDER CONSTRUCTION, STRUCTURES SHALL BE CLEARLY IDENTIFIED WITH AN ADDRESS AND BUILDING NUMBER. SIGNS TO DIRECT EMERGENCY RESPONDERS INTO AND THROUGH THE CONSTRUCTION SITE SHALL BE PROVIDED. TEMPORARY STREET SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE OF VEHICLES. SIGNS SHALL BE CLEARLY VISIBLE, WEATHER RESISTANT, AND SHALL BE MAINTAINED UNTIL PERMANENT SIGNS ARE INSTALLED.

CHAPTER 56

Revise Subsection 5601.2.3 as follows:

5601.2.3 Permit restrictions. THE STORAGE OF EXPLOSIVES, EXPLOSIVE MATERIALS, AND BLASTING AGENTS IS PROHIBITED WITHIN THE BOUNDARIES OF THE TOWN OF ORO VALLEY. The *fire code official* is authorized to limit the quantity of *explosives, explosive materials*, or fireworks permitted **FOR USE** at a given location. No person possessing a permit for **USE** ~~storage~~ of *explosives* at any place, shall keep or store an amount greater than authorized in such permit. Only the kind of *explosive* specified in such a permit shall be **USED** ~~kept or stored~~.

CHAPTER 57

Revise Subsection 5704.2.9.6.1 as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks **EXCEEDING 5,000 GALLONS (18,927 LITERS) IN AGGREGATE VOLUME** is prohibited within the **BOUNDARIES OF THE TOWN OF ORO VALLEY** ~~limits established by law as the limits of districts in which such storage is prohibited (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi)~~.

Revise Sub-section 5706.2.4.4 as follows:

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks **EXCEEDING 5,000 GALLONS (18,927 LITERS) IN AGGREGATE VOLUME** is prohibited within the **BOUNDARIES OF THE TOWN OF ORO VALLEY** ~~limits established by law as the limits of districts in which such storage is prohibited (see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi)~~.

CHAPTER 61

Revise Section 6104.2 as follows:

6104.2 Maximum capacity within established limits. Within the ~~limits established by law restricting~~ **BOUNDARIES OF THE TOWN OF ORO VALLEY,** the storage of liquefied petroleum gas **SHALL BE LIMITED TO AN** ~~for the protection of heavily populated or congested areas, the~~ aggregate capacity of any one installation ~~shall~~ not **TO** exceed a

water capacity of 2,000 gallons (7570 L) ~~(see Section 3 of the Sample Legislation for Adoption of the *International Fire Code* on page xxi)~~.

(Exception unchanged)

APPENDIX B

Revise Section B103.1 as follows:

B103.1 Decreases. The fire ~~chief~~ **CODE OFFICIAL** is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical. **CONSIDERATION FOR FIRE-FLOW REDUCTION FOR NEWLY CONSTRUCTED AND EXISTING ONE- AND TWO-FAMILY HOMES SHALL BE THROUGH A FIRE RISK ANALYSIS. THE ANALYSIS TO DETERMINE MINIMUM LEVELS OF FIRE PROTECTION IN AREAS HAVING INADEQUATE FIRE-FLOW SHALL BE ESTABLISHED BY THE FIRE CODE OFFICIAL.**

Revise Section B103.3 as follows:

B103.3 Areas with~~out~~ INADEQUATE water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, **AND THE DEVELOPMENT OF FULL FIRE-FLOW IS IMPRACTCAL**, the fire code official is authorized to utilize NFPA 1142, ~~or~~ the *International Wildland-Urban Interface Code,* **OR OTHER RECOGNIZED STANDARDS TO CONDUCT A FIRE RISK ANALYSIS OF THE AREA. THIS ANALYSIS SHALL ESTABLISH THE MINIMUM LEVEL OF FIRE PROTECTION NECESSARY FOR ALL BUILDINGS PROPOSED TO BE CONSTRUCTED.**

Revise Section B105.1 as follows:

B105.1 NEW One- and two-family dwellings. The minimum fire-flow and flow duration requirements for **NEW** one- and two-family *dwellings* having a fire-flow calculation area that does not exceed 3,600 square feet (334.5 m^2), **OR DETACHED ACCESSORY STRUTURES GREATER THAN 1,000 SQUARE FEET ((93 M^2)**, shall be 1,000 gallons per minute (3,785.4 L/min) for 1 hour. Fire-flow and flow duration for *dwellings* **AND DETACHED ACCESSORY STRUCTURES** having a fire-flow calculation area in excess of 3,600 square feet (334.5 m^2) shall not be less than that specified in Table B105.1.

> **Exception:** A reduction in required fire-flow of 50 percent, as *approved*, is allowed when the building is equipped with an *approved automatic sprinkler system*. **WHERE DEVELOPMENT OF FIRE-FLOW IS IMPRACTICAL A FIRE RISK ANALYSIS MAY BE CONSIDERED IN ACCORDANCE WITH SECTION B103.1.**

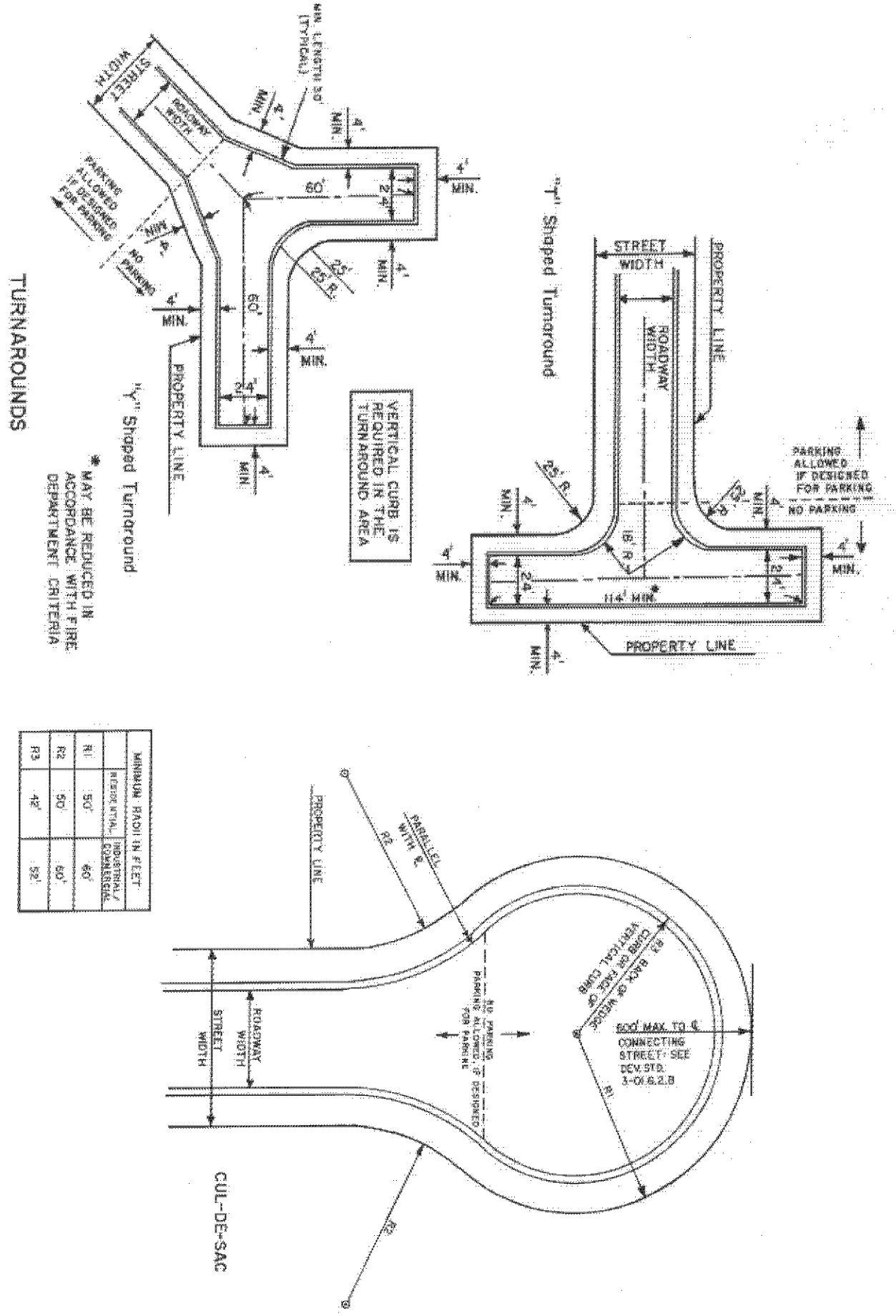
APPENDIX D

Revise Section D103.1 as follows:

D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7,925 mm) ~~exclusive of shoulders~~ (see Figure D103.1).

> **EXCEPTION: ACCESS ROAD WIDTH MAY BE LESS THAN 26 FEET (7,925 MM) WHEN FIRST APPROVED BY THE FIRE CODE OFFICIAL**.

Replace Figure D103.1 with the following illustration:



Revise the exception in Section D103.2 as follows:

Exception: Grades steeper than 10 percent as *approved* by the fire ~~chief~~ **CODE OFFICIAL**.

Replace Table D103.4 with the following table:

TABLE D103.4
REQUIREMENTS FOR DEAD-END
FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	20	NONE REQUIRED
151– 600	20	"HAMMERHEAD", "Y" OR CUL-DE-SAC IN ACCORDANCE WITH FIGURE D103.1 AT TERMINAL END
601–1200	26	"HAMMERHEAD", "Y" OR CUL-DE-SAC IN ACCORDANCE WITH FIGURE D103.1 AT TERMINAL END AND MIDWAY
Over 1200	SPECIAL APPROVAL REQUIRED	

FOR SI: 1 FOOT = 304.8 MM

Revise Section D103.5 as follows:

D103.5 Fire apparatus access road gates. Gates securing fire apparatus access roads shall comply with all of the following criteria:

1. The minimum **UNOBSTRUCTED** gate width shall be 20 feet (6,096 mm) **FOR TWO-LANE TRAFFIC, OR 14 FEET (4,267 MM) FOR SINGLE LANE TRAFFIC. DIMENSIONS FOR GATES SERVING ONE- AND TWO-FAMILY DWELLINGS MAY BE REDUCED WHEN FIRST APPROVED BY THE FIRE CODE OFFICIAL.**

(Sub-sections 2, 3 & 4 unchanged**)**

5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be *approved* by the *fire code official* **AND SHALL MEET THE FOLLOWING MINIMUM CRITERIA:**

A. EMERGENCY OPENING DEVICES SHALL BE APPROVED BY THE FIRE CODE OFFICIAL.
B. GATES SHALL BE IN THE FULLY OPEN POSITION WITHIN 30 SECONDS OF ACTIVATION.
C. GATES SHALL HAVE A MANUAL OVERRIDE SYSTEM LOCATED ON THE ENTRANCE SIDE OF THE GATE, OR WHEN POWER HAS FAILED, GATES SHALL OPEN AUTOMATICALLY AND REMAIN OPEN UNTIL POWER IS RESTORED.
D. GATES SHALL HAVE PREEMPTIVE CONTROL OPENING EQUIPMENT COMPATIBLE WITH THE FIRE DEPARTMENT'S EXISTING SYSTEM.

EXCEPTION: GATES FOR ONE AND TWO FAMILY DWELLINGS WHEN FIRST APPROVED BY THE FIRE CODE OFFICIAL.

6. Manual opening gates shall **ONLY** ~~not~~ be locked **IN A MANNER APPROVED BY THE FIRE CODE OFFICIAL** ~~with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location~~. **IF EQUIPPED WITH AN APPROVED FIRE DEPARTMENT KEY BOX KEYS SHALL BE MAINTAINED CURRENT**.

(Sub-sections 7, 8, & 9 unchanged**)**

Add Subsection **10.** to Section D103.5 as follows:

10. A CONSTRUCTION PERMIT IN ACCORDANCE WITH SECTION 105.1.1 IS REQUIRED TO INSTALL OR MODIFY A GATE ACROSS FIRE APPARATUS ACCESS ROADWAYS.

Add new Subsection D103.5.1 as follows:

D103.5.1 EXISTING FIRE APPARATUS ACCESS ROAD GATES. EXISTING GATES SECURING FIRE APPARATUS ACCESS ROADS SHALL COMPLY WITH SECTION D103.5.

Revise Section D103.6 as follows:

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent ~~NO PARKING-FIRE LANE~~ signs complying with Figure D103.6**.** Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have ~~red letters on~~ a white reflective background **AND THE INTERNATIONAL SYMBOL FOR "NO PARKING" WITH DIMENSIONS AS FOLLOWS: A BLACK "P", SIX INCHES (152.4 MM) HIGH. UNDERNEATH THE NO PARKING SYMBOL, IN 1-5/8 INCH (42 MM) HIGH AND 1/4 INCH (7 MM) STROKE, IN RED LETTERING. IT SHALL READ "FIRE ACCESS TOW-AWAY".** Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2. **SIGNS ALONG THE REQUIRED FIRE APPARATUS ACCESS ROAD SHALL BE INSTALLED AT INTERVALS NOT TO EXCEED 100 FEET (30,480 MM) AND SHALL BE DIRECTIONAL TO FACE ONCOMING TRAFFIC. THE BOTTOM OF SIGNS SHALL BE NOT LESS THAN 7 FEET (2,134 MM) NOR MORE THAN 10 FEET (3,048 MM) ABOVE GRADE WITH THE NEAREST SIGN EDGE LOCATED NOT LESS THAN 2 FEET (610 MM) FROM THE DRIVE LANE OR EDGE OF CURB. ONLY FIRE APPARATUS ACCESS ROADWAYS REQUIRED IN ACCORDANCE WITH THIS CODE OR AS APPROVED BY THE FIRE CODE OFFICIAL MAY BE IDENTIFIED WITH APPROVED SIGNS. REMOVAL OF UNAUTHORIZED SIGNS SHALL BE REQUIRED.**

Replace figure D103.6 with the following:

FIGURE D103.6
FIRE LANE SIGNS

NOTE: ALTERNATIVE SIGNS MAY BE PERMITTED WHEN FIRST APPROVED BY THE FIRE CODE OFFICIAL.

Add new Section D103.7 as follows:

D103.7 DRIVEWAYS. DRIVEWAYS EXCEEDING 150 FEET (45,720 MM) IN LENGTH PROVIDING ACCESS TO DWELLING UNITS SHALL PROVIDE A MINIMUM UNOBSTRUCTED WIDTH OF 14 FEET (4,267 MM) AND A MINIMUM UNOBSTRUCTED HEIGHT OF 13 FEET 6 INCHES (4,115 MM). DRIVEWAYS IN EXCESS OF 150 FEET (45,720 MM) IN LENGTH SHALL BE PROVIDED WITH TURNAROUNDS. DRIVEWAYS IN EXCESS OF 200 FEET (60,960 MM) IN LENGTH AND LESS THAN 20 FEET (6,096 MM) IN WIDTH SHALL BE PROVIDED WITH TURNOUTS IN ADDITION TO TURNAROUNDS. DRIVEWAYS IN EXCESS OF 200 FEET (60,960 MM) IN LENGTH SHALL NOT SERVE MORE THAN FIVE DWELLING UNITS UNLESS FIRST APPROVED BY THE FIRE CODE OFFICIAL. DRIVEWAYS THAT CONNECT WITH A ROAD OR ROADS AT MORE THAN ONE POINT MAY BE CONSIDERED AS HAVING A TURNAROUND. DRIVEWAY TURNOUTS AND TURNAROUNDS SHALL HAVE AN ALL-WEATHER ROAD SURFACE NOT LESS THAN 10 FEET (3,048 MM) WIDE AND 30 FEET (9,144 MM) LONG. DRIVEWAY TURNOUTS SHALL BE LOCATED AS REQUIRED BY THE FIRE CODE OFFICIAL.

Add new Section D103.8 as follows:

D103.8 DIVIDED FIRE APPARATUS ACCESS ROAD TURNAROUNDS. FIRE APPARATUS ACCESS ROADS THAT ARE DIVIDED BY MEDIANS OR OTHER BARRIERS SHALL BE PROVIDED WITH MEDIAN BREAKS TO ACCOMODATE EMERGENCY VEHICLE TURNAROUND. THE MAXIMUM DISTANCE BETWEEN MEDIAN BREAKS SHALL BE 2,640 FEET (804,700 MM).

Revise Section D104.2 as follows:

D104.2 Buildings AND SHOPPING CENTERS exceeding 62,000 square feet in GROSS BUILDING FIRE area. Buildings, or facilities, **AND SHOPPING CENTERS** having a gross *building* **FIRE** *area* of more than 62,000 square feet (5760 m^2) shall be provided with two separate and *approved* fire apparatus access roads.

(Exception to remain unchanged)

Add new Section D104.4 as follows:

D104.4 FIRE APPARATUS ACCESS ROAD WIDTH. FIRE APPARATUS ACCESS ROADS LOCATED IN NEAR PROXIMITY TO A BUILDING OR PORTION OF A BUILDING SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 28 FEET (8,534 MM). FIRE APPARATUS ACCESS ROADS NOT EXCEEDING 32 FEET (9754 MM) IN WIDTH SHALL HAVE SIGNS LOCATED ON BOTH SIDES OF THE ROAD IN ACCORDANCE WITH SECTION D103.6. SIGNS FOR FIRE APPARATUS ACCESS ROADS EXCEEDING 32 FEET (9,754 MM) IN WIDTH SHALL BE LOCATED ON ONE SIDE OF THE ROAD. CURBS OR PAVEMENT ALONG FIRE LANES SHALL BE PAINTED RED AND CLEARLY IDENTIFIED BY LETTERING WHICH STATES "FIRE LANE –NO PARKING" AT INTERVALS NOT TO EXCEED 50 FEET (15,240 MM).

Revise Section D105.2 as follows:

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of ~~26~~ **28** feet ~~(7925~~ **8,534** mm), ~~exclusive of shoulders,~~ in the immediate vicinity of ~~the~~ **ANY** building or portion thereof.

Delete the Exception in Section D106.1 in its entirety:

Delete Section D106.2 in its entirety

ORDINANCE NO. (O)13-11

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, SECTION 6-1-10 ENTITLED "PROPERTY MAINTENANCE CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL PROPERTY MAINTENANCE CODE" AND AMENDMENTS THERETO; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Property Maintenance Code", otherwise known as the "2012 International Property Maintenance Code" with amendments thereto on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O)95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building", as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Section 6-1-10 is the Town of Oro Valley's Property Maintenance Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-25, making that certain document entitled the "Property Maintenance Code" otherwise known as the "2012 International Property Maintenance Code", with amendments thereto a public record; and

WHEREAS, changes made to the Property Maintenance Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and health safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Property Maintenance Code" otherwise known as the "2012 International Property Maintenance Code" as amended thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona as follows:

Section 1. Oro Valley Town Code, Section 6-1-10 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-1-10 Property Maintenance Codes

The Town of Oro Valley's adopted energy conservation code is the "~~2006~~ 2012 International Property Maintenance Code," as amended~~, three~~. Three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Property Maintenance Code is made a public record by Resolution No. (R)13-25.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE
INTERNATIONAL PROPERTY MAINTENANCE CODE, 2012 EDITION

The following provision of the International Property Maintenance Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

****Do not include appendix A as part of adoption.**

CHAPTER 1

At Section 101.1 insert as follows:

101.1 Title. These regulations shall be known as the International Property Maintenance Code of [NAME OF JURISDICTION] **THE TOWN OF ORO VALLEY**, hereinafter referred to as "this code".

Revise the title of Section 103 as follows:

SECTION 103
~~DEPARTMENT OF PROPERTY MAINTENANCE~~ INSPECTION & COMPLIANCE DEPARTMENT

Revise Section 103.1 as follows:

103.1 General. The ~~department of property maintenance~~ inspection **AND COMPLIANCE DEPARTMENT** is hereby created and the executive official in charge thereof shall be known as the *code official*.

Revise Section 103.5 as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule. **IN ACCORDANCE WITH THE TOWN OF ORO VALLEY BUILDING VALUATION DATA SCHEDULE AND FEE SCHEDULES AS ESTABLISHED BY THE TOWN OF ORO VALLEY**.

~~[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]~~

Revise Section 105.4 as follows:

105.4 Used material and equipment. The use of used materials which meet the requirements ~~of this code~~ **AS REGULATED BY, AND MATERIALS RELATED TO SPECIFICALLY ADOPTED CODES** for new materials is permitted. (remainder of text to remain unchanged).

Revise Section 105.6 as follows:

~~**105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of research reports from *approved* sources.~~

Revise Section 112.4 as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine ~~of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~ **IN ACCORDANCE WITH FEES CHARGED FOR RE-INSPECTIONS AS IDENTIFIED IN THE *"ORO VALLEY CONSTRUCTION PERMIT FEE SCHEDULE".* EACH DAY THAT WORK CONTINUES IN VIOLATION OF A STOP WORK ORDER SHALL CONSTITUTE A SEPARATE OFFENSE**.

CHAPTER 2

Add the following definition to Section 202 as follows:

SECTION 202 GENERAL DEFINITIONS

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking, **STORAGE,** and consumption of food.

CHAPTER 3

Revise Section 302.4 as follows:

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in ~~excess of [JURISDICTION TO INSERT HEIGHT AND INCHES]~~ **A MANNER THAT WILL PREVENT FLOWERING AND RE-GERMINATION**. (remainder of text to remain unchanged).

Revise Section 303.2 as follows:

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall ~~be completely surrounded by a fence~~ **INCLUDE AN ENCLOSURE** or barrier ~~at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate the release mechanism shall be located on the pool side of the gate.~~ **IN ACCORDANCE WITH THE TOWN OF ORO VALLEY POOL/SPA CODE**. Self-closing and self-latching gates **AND DOORS** shall be maintained such that the gate **OR DOOR** will positively close and latch when released from an open position of 6 inches (152 mm) from the gate post **OR DOOR JAMB**. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier**.**

~~**Exception:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.~~

Revise the first paragraph of Section 304.1.1 as follows:

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International* ***RESIDENTIAL*** ~~*Existing Building*~~ *Code* as required for existing buildings:

Revise Section 304.14 as follows:

304.14 Insect screens. ~~During the period from [DATE] to [DATE],~~ ~~e~~**E**very door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, processed, or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. (remainder of text to remain unchanged).

Revise Section 307.1 as follows:

307.1 General. Every exterior and interior flight of stairs having more than four risers **FOR SINGLE FAMILY DWELLINGS OR MORE THAN ONE RISER FOR OTHER OCCUPANCIES** shall have a handrail on NOT LESS THAN one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp, or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than ~~30~~ **34** inches (~~762~~ **864** mm) in height or more than ~~42~~ **38** inches (~~1067~~ **965** mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces, **TO THE TOP OF THE HANDRAIL**. *Guards* shall not be less than ~~30~~ **36** inches (~~762~~ **914** mm) in height above the floor or landing, balcony, porch, deck, or ramp or other walking surface **FOR SINGLE FAMILY DWELLINGS NOR LESS THAN 42 INCHES (1067 MM) IN HEIGHT FOR OTHER OCCUPANCIES.** (remainder of text to remain unchanged).

In Sections 602.3 and 602.4, where it requests [DATE] to [DATE]; insert [**OCTOBER 1ST**] TO [**MARCH 31ST**].

CHAPTER 6

Revise section 604.2 as follows:

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single phase electrical service having a rating ~~of 60 amperes~~ **AS PRESCRIBED BY THE NATIONAL ELECTRICAL CODE**.

Revise Sections 605.2 and 605.3 by deleting the text in its entirety and substituting the following:

605.2 (605.3) RECEPTACLES AND LUMINAIRES. RECEPTACLES AND LUMINAIRES SHALL BE INSTALLED AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.

CHAPTER 7

Revise sections 702.1 and 702.2 as follows:

SUBSTITUTE THE "*INTERNATIONAL BUILDING CODE*" IN EACH LOCATION THAT THE "*INTERNATIONAL FIRE CODE*" IS REFERENCED.

ORDINANCE NO. (O)13-12

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, SECTION 6-1-9 ENTITLED "ENERGY CONSERVATION CODE" OTHERWISE KNOWN AS THE "2012 INTERNATIONAL ENERGY CONSERVATION CODE"; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of the "Energy Conservation Code", otherwise known as the "2012 International Energy Conservation Code" on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O)95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building", as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Section 6-1-9 is the Town of Oro Valley's Energy Conservation Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-26 making that certain document entitled the "Energy Conservation Code" otherwise known as the "2012 International Energy Conservation Code", with amendments thereto a public record; and

WHEREAS, changes made to the Energy Conservation Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Energy Conservation Code" otherwise known as the "2012 International Energy Conservation Code" with amendments thereto is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona as follows:

Section 1. Oro Valley Town Code, Section 6-1-9 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-1-9 Energy Conservation Code

The Town of Oro Valley's adopted energy conservation code is the "~~2006~~ 2012 International Energy Conservation Code," as amended~~, three~~. Three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. Adopts by reference the 2012 International Energy Conservation Code is made a public record by Resolution No. (R)13-26.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE
INTERNATIONAL ENERGY CONSERVATION CODE, 2012 EDITION

The following provision of the International Energy Conservation Code, 2012 Edition, as published by the International Code Council, Inc., is hereby amended as follows:

CHAPTER 1 [CE]

At Section C101.1 insert **[TOWN OF ORO VALLEY]** where it requests **[NAME OF JURISDICTION]**

Revise Section.C107.3 as follows:

C107.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to an additional fee established by the *code official,* which shall be in addition to the required permit fees. **THIS FEE SHALL BE EQUAL TO THE AMOUNT OF THE PERMIT FEE REQUIRED BY THE ADOPTED FEE SCHEDULE. THE PAYMENT OF SUCH FEE SHALL NOT EXEMPT AN APPLICANT FROM COMPLIANCE WITH PROVISIONS OF THIS CODE OR OF OTHER ORDINANCES, NOR FROM ANY PENALTIES PRESCRIBED BY LAW.**

Revise Section C107.5 as follows:

C107.5 Refunds. ~~The *code official* is authorized to establish a refund policy~~. **WHEN A FEE FOR A PERMIT OR PLAN REVIEW HAS BEEN PAID OR COLLECTED ERRONEOUSLY, THE *CODE OFFICIAL* IS AUTHORIZED TO GRANT A REFUND BASED ON THE FOLLOWING CRITERIA:**

A) NOT MORE THAN 80 PERCENT OF THE PERMIT FEE MAY BE REFUNDED WHEN NO WORK HAS BEEN DONE UNDER A PERMIT ISSUED IN ACCORDANCE WITH THIS CODE AND THE PERMIT HAS NOT EXPIRED

B) NOT MORE THAN 80 PERCENT OF THE PLAN REVIEW FEE MAY BE REFUNDED WHEN AN APPLICATION FOR A PERMIT FOR WHICH A PLAN REVIEW FEE HAS BEEN PAID IS WITHDRAWN OR CANCELLED PRIOR TO ANY REVIEW OF PLANS

NOTE: A "WRITTEN AND SIGNED" REQUEST BY THE PERMIT APPLICANT SHALL BE PROVIDED BEFORE A REFUND WILL BE CONSIDERED

Revise Section C108.4 as follows:

C108.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW** ~~liable to a fine of not less than **[AMOUNT]** dollars or more than **[AMOUNT]** dollars~~.

CHAPTER 2 [CE]

Revise the following definition in Section C202:

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses)**,** ~~as well as~~ Group R-2, R-3 and R-4 buildings three stories or less in height above grade plane**, AS WELL AS RESIDENTIAL AIRCRAFT HANGARS**.

CHAPTER 4 [CE]

Revise Section C404.7.3 as follows:

C404.7.3 POOL AND SPA MOTORS. ~~**Covers**. Heated pools and in ground permanently installed spas shall be provided with a vapor-retardant cover.~~ **MOTORS WITH A TOTAL HORSEPOWER OF ONE OR MORE FOR POOLS AND IN-GROUND PERMANENTLY INSTALLED SPAS SHALL HAVE THE CAPABILITY OF OPERATING AT MULTIPLE SPEEDS, WITH A LOW SPEED ROTATION RATING NO GREATER THAN ONE-HALF OF THE MOTOR'S MAXIMUM ROTATION RATE, AND WITH A PUMP CONTROL CAPABLE OF OPERATING THE PUMP AT MULTIPLE SPEEDS. HIGH SPEED OVERRIDE CAPABILITY SHALL BE FOR A TEMPORARY PERIOD NOT TO EXCEED ONE TWENTY-FOUR HOUR CYCLE WITHOUT RESETTING TO THE DEFAULT SETTING.**

> ~~**Exception:** A vapor-retardant cover is not required for pool deriving over 70 percent of the energy for heating from site-recovered energy, such as a heat pump or solar energy source computed over an operating season~~.

Delete Sections C405.2.2.3 through C405.2.2.3.3 "daylight zone control" in their entirety and reserve the numbering.

CHAPTER 1 [RE]

At Section R101.1 insert **TOWN OF ORO VALLEY** where it requests **[NAME OF JURISDICTION]**

Delete Section R103.3.3 "Phased Approval" in its entirety

Revise Section.R107.3 as follows:

R107.3 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits shall be subject to a fee established by the *code official,* which shall be in addition to the required permit fees. **THIS FEE SHALL BE EQUAL TO THE AMOUNT OF THE PERMIT FEE REQUIRED BY THE ADOPTED FEE SCHEDULE. THE PAYMENT OF SUCH FEE SHALL NOT EXEMPT AN APPLICANT FROM COMPLIANCE WITH PROVISIONS OF THIS CODE OR OF OTHER ORDINANCES, NOR FROM ANY PENALTIES PRESCRIBED BY LAW.**

Revise Section R107.5 as follows:

R107.5 Refunds. ~~The *code official* is authorized to establish a refund policy~~. **WHEN A FEE FOR A PERMIT OR PLAN REVIEW HAS BEEN PAID OR COLLECTED ERRONEOUSLY, THE CODE OFFICIAL IS AUTHORIZED TO GRANT A REFUND BASED ON THE FOLLOWING CRITERIA:**

A) NOT MORE THAN 80 PERCENT OF THE PERMIT FEE MAY BE REFUNDED WHEN NO WORK HAS BEEN DONE UNDER A PERMIT ISSUED IN ACCORDANCE WITH THIS CODE AND THE PERMIT HAS NOT EXPIRED

B) NOT MORE THAN 80 PERCENT OF THE PLAN REVIEW FEE MAY BE REFUNDED WHEN AN APPLICATION FOR A PERMIT FOR WHICH A PLAN REVIEW FEE HAS BEEN PAID IS WITHDRAWN OR CANCELLED PRIOR TO ANY REVIEW OF PLANS

NOTE: A "WRITTEN AND SIGNED" REQUEST BY THE PERMIT APPLICANT SHALL BE PROVIDED BEFORE A REFUND WILL BE CONSIDERED

Revise Section R108.4 as follows:

R108.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be **SUBJECT TO PENALTIES AS PRESCRIBED BY LAW** ~~liable to a fine of not less than **[AMOUNT]** dollars or more than **[AMOUNT]** dollars~~.

CHAPTER 2 [RE]

Revise the following definition in Section R202:

RESIDENTIAL BUILDING. For this code, includes detached one- and two-family dwellings and multiple single-family dwellings (townhouses)**,** ~~as well as~~ Group R-2, R-3 and R-4 buildings three stories or less in height above grade plane**, AS WELL AS RESIDENTIAL AIRCRAFT HANGARS**.

CHAPTER 4 [RE]

Revise Section R403.9.3 as follows:

R403.9.3 POOL AND SPA MOTORS. ~~**Covers**. Heated pools and in ground permanently installed spas shall be provided with a vapor-retardant cover.~~ **MOTORS WITH A TOTAL HORSEPOWER OF ONE OR MORE FOR POOLS AND IN-GROUND PERMANENTLY INSTALLED SPAS SHALL HAVE THE CAPABILITY OF OPERATING AT MULTIPLE SPEEDS, WITH A LOW SPEED ROTATION RATING NO GREATER THAN ONE-HALF OF THE MOTOR'S MAXIMUM ROTATION RATE, AND WITH A PUMP CONTROL CAPABLE OF OPERATING THE PUMP AT MULTIPLE SPEEDS. HIGH SPEED OVERRIDE CAPABILITY SHALL BE FOR A TEMPORARY PERIOD NOT TO EXCEED ONE TWENTY-FOUR HOUR CYCLE WITHOUT RESETTING TO THE DEFAULT SETTING.**

~~**Exception:** A vapor-retardant cover is not required for pool deriving over 70 percent of the energy for heating from site-recovered energy, such as a heat pump or solar energy source computed over an operating season~~.

ORDINANCE NO. (O)13-13

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, SECTION 6-5-1 ENTITLED "SWIMMING POOL CODE" OTHERWISE KNOWN AS THE "2012 TOWN OF ORO VALLEY POOL AND SPA CODE"; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Swimming Pool Code", otherwise known as the "2012 Town of Oro Valley Pool and Spa Code" on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O) 95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building" as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Swimming Pool Code, Section 6-5-1 is the Town of Oro Valley's Swimming Pool Code; and

WHEREAS, on May 1, 2013, the Town Council adopted Resolution No. (R)13-27, making that certain document entitled the "Swimming Pool Code" otherwise known as the "2012 Town of Oro Valley Pool and Spa Code" a public record; and

WHEREAS, changes made to the Swimming Pool Code were primarily due to life and safety issues, conformity with current editions of companion building codes adopted by the Town, construction technology, local community issues, and errors in printed codes.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Swimming Pool Code" otherwise known as the "2012 Town of Oro Valley Pool and Spa Code" is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley as follows:

Section 1. Oro Valley Town Code Section 6-5-1 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-5-1 Swimming Pool Code

The Town of Oro Valley's adopted swimming pool code is the ~~2008 Town of Oro Valley Pool and Spa Code~~ 2012 TOWN OF ORO VALLEY POOL AND SPA CODE, three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona.

Section 2. The Town of Oro Valley Pool and Spa Code 2012 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

Chapter 1 Administration

104.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Repairs which involve only the replacement of component parts of existing work with similar materials ~~and which do not aggregate over one thousand dollars ($1,000.00) in value, excluding labor, in a twelve (12) month period~~ and do not affect any structural, electrical, mechanical or plumbing installation.
2. Prefabricated swimming pools accessory to a Group R-3 occupancies that are less than 24 inches (610 mm) deep, and do not exceed 2,500 gallons (18,925 L) capacity.

Section 3. Adopts by reference the 2012 Town of Oro Valley Pool and Spa Code is made a public record by Resolution No. (R)13-33.

Section 4. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY

POOL AND SPA CODE

2012

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CHAPTER 1
ADMINISTRATION

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Pool and Spa Code* of the Town of Oro Valley, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the erection, installation, alteration, addition, repair, relocation, replacement, maintenance or use of any spa/swimming pool system except as otherwise provided for in this code. Where this code is in conflict with any other local code, ordinance, or law, the most restrictive shall govern.

101.2.1 Appendices. Wherever in this code reference is made to the appendix, the provisions in Appendix A, Diagrams and Tables shall be part of this code.

101.3 Intent. The purpose of this code is to provide minimum standards to protect the public health, safety and welfare by regulating and controlling the design, construction maintenance and energy efficiency of spas, swimming pools and associated equipment, enclosures and barriers in the Town of Oro Valley, hereinafter referred to as "the Town."

101.4 Referenced codes. Other codes listed in Sections 101.4.1 through 101.4.4 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of the *National Electrical Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the *International Fuel Gas Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code.

101.4.3 Plumbing. The provisions of the *International Plumbing Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a potable water system.

101.4.4 Mechanical. The provisions of the *International Mechanical Code*, as adopted and amended by the Town of Oro Valley, shall apply to the installation, alteration, repair and replacement of mechanical equipment, appliances, fixtures, fittings and appurtenances.

101.4.5 Property maintenance. The provisions of the *International Property Maintenance Code*, as adopted and amended by the Town of Oro Valley, shall apply to existing structures and premises; equipment and facilities; life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Energy. The provisions of the *International Energy Conservation Code*, as adopted and amended by the Town of Oro Valley, shall apply to all new and replacement equipment and appurtenances.

SECTION 102
APPLICABILITY

102.1 General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 Partial invalidity. Any provision of this code that deems to nullify any provisions of local, state, or federal law will not be considered valid.

SECTION 103
DUTIES AND POWERS OF BUILDING OFFICIAL

103.1 General. The building official as defined in Oro Valley Town Code, Section 6-6-1 is authorized to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code. The building official is authorized to engage such expert opinion as deemed necessary to assist in making qualified determinations related to unusual technical issues.

103.2 Applications and permits. The building official shall receive applications, review construction documents and issue permits for the installation, alteration, demolition, repair or replacement of any spa/swimming pool, barrier, enclosure, or part thereof, to verify compliance with this code.

103.3 Notices and orders. The building official shall issue all necessary notices or orders to ensure compliance with this code.

103.4 Inspections. The building official shall make all of the required inspections and shall also have the authority to accept reports of inspection by previously approved agencies or individuals. Reports of such inspections shall be in writing and certified by individuals deemed qualified.

103.5 Identification. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

103.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

103.7 Department records. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records.

103.8 Liability. The building official or any employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of duties required by this code or other pertinent law or ordinance, shall not be rendered liable personally and is relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Legal action instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties shall be defended by the jurisdiction until final termination of the proceedings. The building official or employee shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.9 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the building official shall first find that the strict letter of this code is impractical, that the modification is in compliance with the intent and purpose of this code, and that such modification does not lessen health, accessibility, life and safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the Department of Building Safety.

Requests for modification shall be appealed to the building official as follows:

1. The applicant shall file a written appeal on the form provided by the building official
2. Adequate information shall be provided by the applicant to fully describe the conditions in question
3. The appeal will be considered by the building official within a reasonable time period

SECTION 104
PERMITS

104.1 Required. Any owner or authorized agent who intends to construct, enlarge, install, alter, repair, replace, move, demolish, or change any spa/swimming pool, barrier, enclosure, or part thereof, or appurtenances thereto, in or at a building or premise shall first make application to the building official and obtain the required permit.

104.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Repairs which involve only the replacement of component parts of existing work with similar materials ~~and which do not aggregate over one thousand dollars ($1,000.00) in value, excluding labor, in a twelve (12) month period~~ and do not affect any structural, electrical, mechanical or plumbing installation.
2. Prefabricated swimming pools accessory to a Group R-3 occupancies that are less than 24 inches (610 mm) deep, and do not exceed 2,500 gallons (18,925 L) capacity.

104.2.1 Existing Installations. Any swimming pool system lawfully installed prior to the effective date of this code may have its existing use or maintenance continued if the use or maintenance is in accordance with the original design and location, and no hazard to the public health, safety, or welfare has been created by such system. The owner or their designated agent shall be responsible to maintain the spa/swimming pool system in a safe and sanitary condition.

104.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the Department of Building Safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Provide the street address or similar description that will readily identify and definitely locate the building or work proposed.
3. Indicate the use for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required by Section 105 of this code.
5. State the valuation of the proposed work.
6. Give such other data and information as required by the building official.
7. Be signed by the applicant, or the applicant's authorized agent.
8. Identify the name of the person or contractor who will perform the work.

104.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and applicable ordinances, a permit therefor shall be issued.

104.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned and shall be expired 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. Requests for extension shall be made prior to expiration. An extension may not be granted if this code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall re-submit plans and pay a new plan review fee.

104.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors after issuance. The building official is authorized to prevent occupancy or use of a structure found to be in violation of this code or of any other ordinances of this jurisdiction.

104.5 Expiration. Permits issued shall become invalid unless the work authorized by such permit is commenced within 180 days of issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Work is considered commenced when verified by inspection. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each on unexpired permits. The extension shall be requested in writing and justifiable cause demonstrated. Before work deemed to have expired can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one half the amount required for a new permit for such work; provided no changes have been made to the originally approved construction documents for such work; and provided further that such suspension or abandonment has not exceeded one year. If the permit has been expired or abandoned for a period of one year or more, the cost for renewal shall be as required for a new permit.

104.6 Suspension or revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code whenever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation, or any of the provisions of this code.

104.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

SECTION 105
CONSTRUCTION DOCUMENTS

105.1 Submittal documents. Applications for permits for new construction shall be accompanied by plans and technical data as required by the building official, and in sufficient detail. Documents shall include, at a minimum, the following information:

105.1.1. Plot plan. Plot plans shall be dimensioned and drawn to 1”=20’ minimum scale. Information shall include but not be limited to the following:

1. Property lines, easements, right-of-way of record, and overhead utilities adjacent to spa/pool area or over the property.
2. Existing structures, fencing, retaining walls, irregular grades, and other relevant characteristics adjacent to the spa/pool area.
3. The proposed spa/pool shape and type, dimensioned and located to show setbacks from property lines, side yards, and clearances from existing structures adjacent to spa/pool area.
4. The proposed mechanical equipment location as to setbacks from the property lines, structures, and side yards, and any proposed equipment screening.
5. Any diving boards, slides, or other deck equipment items.
6. The proposed deck configuration showing its anticipated drainage.
7. The anticipated overall drainage of the spa/pool site.

8. The proposed or existing spa/pool barrier/enclosure.
9. Other data sufficient to show the correctness of the plan, such as the grades adjacent to walls, wall heights, gates, windows and doors along any proposed barrier/enclosure or in near proximity to any pools or spas.

105.1.2 Structural plan. Structural plans should include but not be limited to the following:

1. The type of construction.
2. The spa/pool dimensions, including the depth, surface area, and adequate cross-sections drawn to scale.
3. Computation, stress diagrams, and other data sufficient to show the correctness of the plans; including the reinforcing steel schedule and detail as applicable. Documents shall be prepared by a structural engineer registered to practice in the State of Arizona.
4. The interior finish details.
5. The spa/pool edge details.

105.1.3 Mechanical, Plumbing and Electrical plan. Mechanical plumbing and electrical plans shall include, but not be limited to, the following:

1. The volume, system flow rate in gallons per minute (gpm), and turnover in hours.
2. The type and size of filtration system and means of waste disposal.
3. The type and size of spa/pool heater, including the method of venting and the location of openings into adjacent buildings, if applicable.
4. The piping layout with all sizes shown, types of material to be used, location of the main outlet and any suction drains, surface skimmers, and inlets.
5. The rated capacity of the pump in gallons per minute (gpm), at the design head with the size and type of motor indicated and identified as to type of pump.
6. The means of adding makeup water, including location and type of backflow device.
7. The gas line size, meter location, developed length from the gas meter to gas appliances, and routing of gas lines, as applicable.
8. The size, location, and capacity of the electrical service proposed for use.
9. Circuit and conductor sizes needed to power the pool / spa, new circuit, if applicable, and panel schedule.

105.1.4 All plans and documents submitted shall be on substantial paper and shall show the name and address of the person under whose supervision the documents were prepared.

105.2 Examination of documents. The building official shall examine or cause to be examined the construction documents provided and shall ascertain by such examination whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

105.2.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work, and shall be provided for inspection by the building official.

105.3 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be submitted for review and approval.

105.4 Retention of construction documents. One set of approved construction documents shall be retained by the building official for a period of time determined by the State of Arizona for records retention.

SECTION 106
FEES

106.1 Payment of fees. A permit shall not be valid until the permit and plan review fees have been paid, nor shall an amendment to a permit be released until any additional fees have been paid.

106.2 Schedule of permit fees. For pools, spas, barriers, structures, electrical, gas, mechanical, and plumbing systems, or alterations requiring a permit, a fee for each permit shall be paid in accordance with the Town of Oro Valley Building Valuation Data Schedule and Construction Permit Fee Schedule. Final building permit valuation shall be set by the building official.

106.3 Work commencing before permit issuance. Any person who commences any work on a pool, spa, barrier, structure, electrical, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. This fee shall be equal to the amount of the permit fee required by the adopted fee schedule. Payment of such fee shall not exempt an applicant from compliance with the provisions of this code or other ordinances and requirements, or from penalties prescribed by law.

106.4 Refunds. The building official shall be permitted to authorize refunding of a fee paid hereunder which was erroneously paid or collected. The building official shall be permitted to authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code and the permit has not expired. The building official shall be permitted to authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any examination of plans has been expended. The building official shall not authorize refunding of any fee paid except upon written request of the applicant.

SECTION 107
INSPECTIONS

107.1 General. All spa/swimming pool installations or alterations thereto including related equipment, piping and appliances shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval to violate any provisions of this code or of other codes or ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

107.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine, or cause to be examined, buildings, structures and sites for which an application has been filed.

107.3 Inspection requests. It shall be the duty of the person doing the work authorized by the permit, to assure that the work will withstand any test prescribed by this code before requesting an inspection. It shall be the duty of the permit holder or their duly authorized agent to notify the building official when work is ready for inspection and to provide access to and means for inspections of such work.

107.4 Re-inspections. A re-inspection fee may be assessed for each inspection or re-inspection when the portion of work for which inspection is requested is incomplete, or when corrections to previously noted items have not been made. This section shall not be interpreted as requiring re-inspection fees the first time inspections requested fail to comply with the requirements of the applicable codes, but is intended to control the practice of requesting inspections before they are ready for such inspection.

Re-inspection fees may be assessed when the permit card is not conspicuously located on the work site; when the approved construction plans are not readily available for inspection; for failure to provide access on the date for which inspection is requested; for deviating from plans requiring the approval of the building official; or for failing to make corrections prior to a re-inspection.

To obtain a re-inspection, the applicant shall take the rejection notice to the Administrative Office where permits are issued and pay the fees in accordance with the fee schedule adopted by the Town of Oro Valley. The stamped receipt shall be on site with the inspection permit card for the re-inspection to occur. No additional inspection of work will be performed until the required fees have been paid.

107.5 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. Upon notification by the permit holder, the building official shall perform the requested inspection(s) and shall provide notification of the results of the inspection performed. This may consist of all, or of any portion of the inspection(s) requested. Any portion that does not comply shall be corrected and shall not be concealed until approved by the building official.

107.5.1 Filling Pool / Spa. Approval for the Final Barrier inspection is required prior to filling the pool / spa. It is a violation to fill the pool/spa prior to obtaining approval and is subject to a violation fee of $250.

107.6 Revocation. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever issued in error, on the basis of incorrect information supplied, or where it is determined that the structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code. Written notification of such action shall be provided to the permit holder.

SECTION 108
SERVICE UTILITIES

108.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until approved by the building official.

108.2 Temporary connection. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

108.3 Authority to disconnect service utilities. The building official is authorized to order disconnection of utility service to any structure or system regulated by this code and the codes referenced, where an emergency exists and it is necessary to eliminate an immediate hazard to life or property; or when connected without proper authorization. The building official shall notify the serving utility, and wherever possible the owner and/or occupant of the building, structure or service system, of the decision to disconnect prior to taking such action. If the owner or occupant of the building, structure or service system is unable to be notified prior to disconnecting, they shall be notified in writing as soon as practical thereafter.

SECTION 109
BOARD OF APPEALS

109.1 General. The Board of Appeals as defined in Oro Valley Town Code, Article 6-9, has the authority to hear and decide appeals of orders, decisions, or determinations made by the building official.

SECTION 110
VIOLATIONS

110.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish, utilize, or occupy any pool, spa, structure, or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code or of other applicable codes.

110.2 Notice of violation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, use or occupancy of a structure in violation of the provisions of this code, or of other applicable codes; or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of any illegal action or condition, and the abatement of the violation.

110.3 Prosecution of violation. If a notice of violation is not complied with promptly, the building official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy or use of the pool, spa, structure, or equipment in violation of the provisions of this code.

110.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a pool, spa, structure, or equipment in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 111
STOP WORK ORDER

111.1 Authority. Whenever the building official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or other applicable codes, to be dangerous or unsafe, or construction or maintenance being performed without a valid permit, the building official is authorized to issue a stop work order.

111.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's agent, to the person performing the work, or posted on the site of such work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

111.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 112
UNSAFE STRUCTURES AND EQUIPMENT

112.1 Conditions. Any portion of a spa, swimming pool, or associated features, such as barriers, enclosures, and equipment, found by the building official to be unsafe or unsanitary, or otherwise dangerous to human life or the public welfare, shall be deemed an unsafe condition, and are hereby declared a nuisance.

112.2 Record. The building official shall cause a violation report to be filed on an unsafe condition. The violation report shall state the nature of the unsafe condition.

112.3 Notice. If an unsafe condition is found, the building official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specify the required repairs or improvements to be made to abate the condition; or require that the unsafe structure be demolished within a stipulated time.

112.4 Method of service. Such notice shall be deemed properly served if a copy thereof is delivered to the owner in person; received by certified or registered mail; or delivered in any other manner as allowed by law.

112.5 Remedy. The structure or equipment determined to be unsafe by the building official is permitted to be restored to a safe condition upon receipt of an applicable building permit. If the unsafe condition is not remedied as specified by the building official, the jurisdiction shall proceed with the prosecution of the violation as delineated in Section 110 above.

CHAPTER 2
DEFINITIONS

SECTION 201
GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be constructed as specified in this chapter. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine include the masculine.

Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Merriam Webster's Collegiate Dictionary, 11th edition shall be considered as providing ordinarily accepted meanings.

SECTION 202
DEFINITIONS

ABRASION HAZARD. A sharp or rough surface that would scrape the skin upon casual contact.

ACCESSIBLE. Easily exposed for inspection and the replacement of materials and/or parts with the use of simple tools such as a screwdriver, pliers or wrench.

AIR INDUCTION SYSTEM. A system activated by a separate air power unit whereby air is induced into hollow ducting built into or affixed on a spa/swimming pool floor, bench or other location.

APPURTENANCE. A subordinate part or accessory object.

APPROVED. Deemed as acceptable by the building official.

BACKWASH. The process of thoroughly cleaning the filter medium and/or elements by the reverse flow of water.

BACKWASH CYCLE. The time required to thoroughly backwash the filter medium and/or elements and the contents of the filter vessel.

BACKWASH PIPING. The pipe or hose going from the backwash outlet of a filter system to a point of disposal.

BACKWASH RATE. The rate of flow of water through a filter during the backwash cycle, normally expressed in U.S. gallons per minute per square foot of effective filter area.

BARRIER. An object or structure which separates a swimming pool or spa from a building.

BATHER/SWIMMER. Any person using a spa/pool and adjoining deck area for the purpose of related recreational activities.

BEGINNERS AREA. Water area in pools which is three (3) feet or less in depth.

BROMINATOR. A device to apply or to deliver a bromine disinfectant to water at a controlled rate.

BROMINE. A chemical element that exists as a liquid in its elemental form or as a part of a chemical compound which is an oxidant and biological agent used to disinfect pool water.

CARTRIDGE. A replaceable porous element, used as a filtering medium.

DEPTH-TYPE CARTRIDGE. A filter cartridge with a medium relying on penetration of particles into the medium for removal, which provides adequate holding capacity for such particles.

SURFACE-TYPE CARTRIDGE. A filter cartridge with a medium relying on retention of particles on the surface of the cartridge.

CASUAL CONTACT. Contact of any human body part occurring by normal use.

CHEMICAL FEEDER. A device for applying chemicals to pool/spa water.

CHLORINE. A chemical element that exists as a gas in its elemental form or as a part of a chemical compound which is an oxidant and biological agent used in pool water disinfection.

CHLORINE GENERATOR. Equipment that generates chlorine, hypochlorous acid, or hypochlorite on site for disinfection and oxidation of water contaminants.

COVE. The radius between the wall and the floor of a pool or spa.

COVER, POOL/SPA SAFETY. A cover that uses an electric motor to open and close a retractable barrier over the entire water surface.

COVER, SECURABLE SPA. A cover that completely covers the spa, and is equipped with hardware that requires special tools such as keys or an Allen wrench for removal.

DECK. The area immediately adjacent to a spa/pool that is specifically constructed or installed for use by bathers.

DECK, ABOVE GROUND. Any structure that is on top or adjacent to the outer edges of the spa/pool that is elevated, and is specifically constructed or installed for the use of bathers.
DEEP AREA. The portion of a pool having water depths in excess of five (5) feet.

DISINFECTANT. The application of energy or chemicals to kill undesirable or pathogenic (disease-causing) organisms.

DIVING EQUIPMENT, COMPETITIVE. Equipment that shall include diving boards and fulcrum-setting diving stands intended to provide adjustment for competitive diving.

DIVING UNIT. Any permanently installed natural or man made object used for the purpose of diving or jumping into the water and is further defined as follows:

> **DIVING BOARD**. A recreational mechanism for entering a swimming pool, consisting of a semi rigid board that derives its elasticity through the use of a fulcrum mounted below the board.
>
> **DIVING EQUIPMENT, MANUFACTURED**. Equipment that shall include diving boards, jump boards, spring boards and starting platforms. Architectural features such as decorative rocks and elevated bond beams are not considered to be manufactured diving equipment.
>
> **JUMP BOARD**. A recreational mechanism that has a coil spring, leaf spring or comparable device located beneath the board which is activated by the force exerted by jumping on the board.

EDGE GUARDS. Shields designed to cover sharp edges in above-ground swimming pools.

EFFECTIVE FILTER AREA. The total surface area through which the designed flow rate will be maintained during filtration.

> **PERMANENT MEDIUM TYPE FILTER SURFACE.** The filter surface that is perpendicular to the direction of flow.
>
> **CARTRIDGE TYPE FILTER SURFACE**. The cartridge area exposed to the direct flow of water. This excludes cartridge ends, seals, supports and other areas where flow is restricted.

ENCLOSURE. An object or structure which surrounds a swimming pool. An enclosure may also serve as a barrier.

EXISTING POOL/SPA. A spa or pool in existence or for which a lawful permit to construct has been obtained and construction commenced on or before the effective date of this code.

FACTOR OF SAFETY. The ultimate load divided by the safe load or the ultimate strength divided by the allowable stress.

FILTER. A device that removes particles from water by re-circulating the water through a filter medium or element.

> **FILTER AID**. A type of finely divided medium used to coat a septum type filter, usually diatomaceous earth, processed perlite or similar material.
>
> **PERMANENT MEDIUM FILTER**. A filter that utilizes a medium, such as sand, that under normal use will not have to be replaced.
>
> **DIATOMACEOUS EARTH FILTER**. A filter that utilizes a thin coating of diatomaceous earth over a porous fabric as its filter medium, that must be replaced periodically.
>
> **CARTRIDGE FILTER**. A filter that utilizes a porous element that acts as a filter medium.

FILTER CYCLE. The operating time between cleaning and/or backwash cycles.

FILTER ELEMENT. A device within a filter tank designed to trap solids and conduct water to a manifold, collection header, pipe, or similar conduit and return it to the pool. A filter element usually consists of a septum and septum support, or a cartridge.

FILTER MEDIUM. A finely graded material such as sand, diatomaceous earth, polyester fabric, or anthracite, that removes filterable particles from a pump section.

FILTER, PRESSURE-TYPE. A filter that operates under pressure generated by a pump.

FILTER, VACUUM (OR SUCTION). A filter that operates under a vacuum from the suction of a pump.

FILTRATION FLOW. The design rate of flow, in gallons per minute (gpm) or gallons per hour (gph) through the filter system with a new, clean filter medium.

FILTRATION RATE. The rate of filtration of water through a filter during the filter cycle expressed in gallons per minute, per square foot of effective filter area.

FLOOR. The bottom surface of a spa/pool ranging from a horizontal plane up to a maximum of a forty five (45) degree slope.

FOOTHOLD/HANDHOLD. A protrusion or indention with any portion one and one-half inches (1-1/2”) or greater from the vertical surface of a barrier or enclosure; having openings where a sphere of one and one-half inches (1-1/2”) in diameter can penetrate to a depth greater than one and one-half inches (1-1/2”) from the vertical surface.

GATE. A removable framework or solid structure that swings, hinges, or slides horizontally, to control exit or entrance through a fence or wall.

GATE, DOUBLE. A gate with two panels, one of which is normally active, and the other of which is normally fixed.

HANDRAIL/GRABRAIL. A device that can be gripped by a bather for the purpose of resting or steadying, which is typically located within or without the spa/pool or as part of a set of steps or deck-installed equipment.

HEALTH DEPARTMENT. Pima County or Arizona State Department of Health.

HOT TUB. A spa constructed of wood with sides and bottom formed separately, which joins together by pressure from the surrounding hoops, bands or rods.

HYDROJET. A fitting that blends air with water to create a high velocity, turbulent stream of air-enriched water.

HYDROTHERAPY SPA OR HOT TUB. A unit intended for therapeutic use which is not required to be drained, cleaned or refilled for each individual. It may include hydro jet circulation, hot water, cold water mineral baths, air induction bubbles, or any combination thereof. Industry terms include, “therapeutic pool”, “hydrotherapy pool”, “whirlpool”, “hot spa”, etc. NSPI standards exclude facilities used or under the direct supervision and control of licensed medical personnel.

INLET, RETURN. The aperture or fitting through which water under positive pressure return(s) to the pool.

JUMP BOARD. A recreational mechanism that has a coil spring, leaf spring, or comparable device located beneath the board, which is activated by the force exerted in jumping on the board.

LADDER. A series of vertically separated treads or rungs connected by vertical rail members independently connected to a pool wall.

DECK LADDER. A ladder which provides access to the deck from outside the pool.

IN-POOL LADDER. A ladder which provides ingress and egress to a pool from the deck area.

LIMITED ACCESS LADDER. A ladder designed to restrict entry when a pool is not in use
PORTABLE LADDER. A ladder that is intended to be removed simply and by other than mechanical means when a pool is not in use.

LIFEGUARD. A person expert and certified to perform rescue and resuscitation.

LINER. A membrane that acts as a container for the water.

LOWER DISTRIBUTION SYSTEM (UNDER DRAIN). Used in the bottom of a permanent media filter to collect water uniformly during filtering, and which distributes backwash uniformly during backwashing.

MAKE-UP WATER. Fresh water used to fill or refill the pool. (See also SOURCE WATER).

NEW POOL CONSTRUCTION. The activity of building or installing a pool structure and its component parts, where no such structure has previously existed.

NON-SWIMMING AREA. Any portion of a pool where water depth, offset ledges, swim outs, or other irregularities which would prevent normal swimming activities.

OUTLET, SUCTION. The aperture or fitting through which water under negative pressure is drawn from a pool or spa.

OVERFLOW SYSTEM. A system that removes pool surface water through the use of overflows, surface skimmers, and surface water collection systems.

OZONE EQUIPMENT, LOW OUTPUT GENERATING. Units which produce ozone in air at a concentration of less than five hundred (500) parts per million (ppm).

PINCHING HAZARD. Any configuration of components which would pinch or entrap the fingers or toes of a child or adult.

POOL, DIVING. A pool dimensionally designed as suitable for use with diving equipment.

POOL, PERMANENTLY INSTALLED. A pool that is constructed in the ground or in a building in a manner that it cannot be disassembled.

ABOVE GROUND POOL. A pool that has a constant depth of more than twenty four inches (24”), or holds more than twenty five hundred (2500) gallons of water, or has a water surface area in excess of one hundred fifty (150) square feet, installed entirely above ground. For the purpose of the National Electric Code, see also NEC Article 680 and the definition of Storable Swimming or Wading Pools.

IN-GROUND SWIMMING POOL. A pool with sides which rest in partial or full contact with the earth.

POOL PUBLIC. A pool, other than a residential pool, which is intended to be used for swimming or bathing and is operated by an owner, lessee, operator, licensee or concessionaire, regardless of whether a fee is charged for use. References within the standard to various types of public pools are defined by the following categories:

CLASS A: COMPETITION POOL. A pool primarily intended for competitive aquatic events, which may also be used for recreation purposes.

CLASS B: PUBLIC POOL. A pool intended for general use by the public.

CLASS C, SEMI-PUBLIC POOL. A pool for use in conjunction with lodging, such as with hotels, apartments, and neighborhood associations.

TYPE VI THROUGH TYPE IX. A semi-public/public pool suitable for the installation of diving equipment.

TYPE N. A semi-public/public pool where the installation of diving equipment is prohibited.

CLASS D: OTHER POOL. A pool intended for medical treatment, therapy, exercise, lap swimming, recreational play, and other special purposes; including wave or surf-action pools, activity pools, splash pools, and kiddie-pools.

POOL, RESIDENTIAL. A swimming pool constructed within a residential property which is intended for non-commercial use by not more than one owner family and their guests, and which is over twenty-four (24) inches in depth, or has a surface area exceeding one hundred fifty (150) square feet, or a volume greater than twenty-five hundred (2500) gallons.

Residential pools shall be further classified into types as an indication of the suitability of the pool for use with diving equipment.

TYPE O. A residential pool not suitable for the installation of diving equipment.

TYPE I THROUGH TYPE V. A residential pool suitable for the installation of diving equipment.

POOL, WADING. A pool with a depth that does not exceed twelve (12) inches.

PSI. The abbreviation for pound per square inch.

PUMP. A mechanical device which causes hydraulic flow and pressure for the purpose of filtration, heating, and circulation of pool water.

PUNCTURE HAZARD. **A** surface or protrusion that would puncture a bather’s skin under casual contact.

REHABILITATION. The activity of restoring all or part of a pool structure and its component parts into working condition.

REMOVABLE. The capability of being disassembled by use of simple tools such as a screwdriver, pliers or wrenches.

RETURN PIPING. Piping which carries water from the filter to the spa/pool.

ROPE AND FLOAT LINE. A continuous line not less than one quarter (1/4) inch in diameter, which is supported

by buoys and attached to opposite sides of a pool to separate the deep and shallow ends.

SAFETY COVER. A dome shaped cover placed over a suction inlet that is intended to prevent entrapment.
SHALLOW AREA. A portion of a pool with water depths less than five (5) feet.

SKIMMING SYSTEM. An overflow system which encompasses perimeter type overflows, surface skimmers and surface water collection systems.

SLIP RESISTENT. A surface that has been constructed, treated, or designed to reduce the chance of slipping.

SLOPE. An inclined surface of one percent (1%) or greater.

SOURCE WATER. Fresh water used to fill or refill the pool (see also make-up water).

SPA (see **HYDROTHERAPY SPA** or **HOT TUB**). A hydrotherapy unit of irregular or geometric shell design.

PORTABLE SPA, RESIDENTIAL. A spa in which all control, water heating, and water-circulating equipment is an integral part of the spa. Portable residential spas may be permanently wired or cord-connected. The spa shall be moveable and above ground.

PERMANENT SPA. A spa in which the water-heating and water circulating equipment is not an integral part of the spa. Permanent spas may employ separate components such as individual filters, pumps, heaters, and controls, or they may employ assembled combinations of various components.

PUBLIC SPA. Any spa, other than a residential spa, which is operated by an owner, lessee, operator, licensee or concessionaire, regardless of whether a fee is charged for use.

SEMI-PUBLIC SPA. Any spa for use in conjunction with lodging, such as with hotels, apartments, and neighborhood associations.

STEPS, RECESSED STEPS, AND RECESSED TREADS. A means of pool ingress and egress that may be used independently or in conjunction with one another.

STEPS. A riser/tread or series of risers/treads extending down from the deck and terminating at the pool wall or floor. They may be recessed so that all risers are located outside of swimming areas.

RECESSED TREADS. A series of vertically spaced cavities in the pool wall creating tread areas for steps.

SUCTION PIPING. Piping which moves water from the spa/pool to the filter.

SURFACE SKIMMING SYSTEM. Encompasses perimeter-type overflows, surface skimmers, and surface water collection systems of various designs**.**

SWIMMER/BATHER. A person using a pool or spa and adjoining deck area for the purpose of water sports, recreation, or related activities.

TAMPER-PROOF. Means that tools are required to alter or remove portions of the equipment.

TOXIC. A substance which has an adverse physiological effect on mankind or other living organisms.

TREAD CONTACT SURFACE. An area that describes the surface of a ladder, step, stair or ramp.

TURNOVER. The period of time required to circulate a volume of water equal to the spa/pool capacity.

UNDERWATER LUMINAIRE. A fixture designed to illuminate a pool or spa beneath the water surface.

DRY-NICHE LUMINAIRE. A luminaire intended for installation in the floor or wall of a pool or spa structure, where the niche is sealed against the entry of water.

WET-NICHE LUMINAIRE. A luminaire intended for installation in a forming shell mounted in a pool or spa structure, where the luminaire will be completely surrounded by water.

VERTICAL. A wall up to a positive eleven (11) degree angle toward the spa/pool's interior from plumb.

VINYL LINER. A membrane that acts as a container for water.

WALL. The interior spa or pool surface consisting of surfaces from the plumb, to a forty five (45) degree slope.

WATERLINE. A term defined in one of the following ways:

SKIMMER SYSTEM. The water line shall be at midpoint of the operating range of the skimmers.

OVERFLOW SYSTEM. The water line shall be located at the top of the overflow rim.

WINTERIZING. The procedure for preparing spa/pools from freezing weather including chemical treatment of the water, plus physical and chemical protection of the pool and its equipment.

CHAPTER 3
GENERAL POOL AND SPA REQUIREMENTS

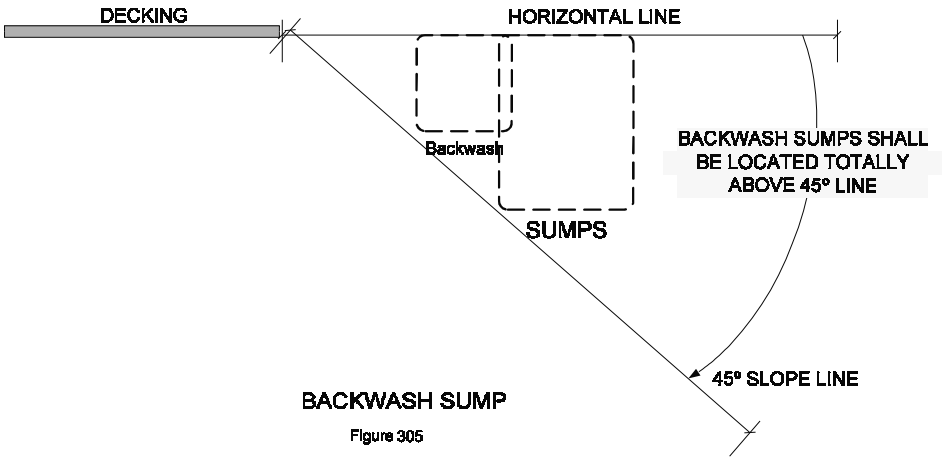
SECTION 301
DECKS AND DECK EQUIPMENT

Sec. 301.1 General. The following minimum requirements are applicable to decks and deck equipment used by bathers and shall apply at the time of construction:

1. Deck(s) shall be designed and installed in accordance with generally accepted engineering practices. This includes the design and quality of sub-base when required, concrete mix design, reinforcing, joints, etc.
2. Decks, ramps, coping and similar surfaces shall be designed to resist slipping and shall be easily cleaned.
3. Special features in or on decks such as markers, brand insignias or similar shall conform to this section.
4. Risers for steps placed in a deck shall be uniform and have a maximum height of seven and three quarter (7-3/4) inches. The minimum tread depth shall be ten (10) inches.
5. Excavated areas shall be adequately compacted and designed to support deck(s) constructed thereon.
6. Deck(s) shall be sloped to effectively drain to perimeter areas or to deck drains. Existing site drainage shall be considered and accounted for and the general drainage design shall be retained. As an alternate, a design by a registrant proficient in the discipline of civil design may be submitted for review and approval.
   a. The minimum slope of decks shall be one-eight (1/8) unit vertical per twelve (12) units horizontal (1/8:12) for textured, concrete decks and one-quarter (1/4) units vertical per twelve (12) units horizontal (1/4:12) for carpeted decks, unless an alternate drainage method is provided.
   b. The maximum slope of decks shall be one (1) unit vertical per twelve (12) units horizontal (1:12) for concrete decks; and one-half (1/2) unit vertical per twelve (12) units horizontal (1/2:12) for carpeted decks, unless an alternate drainage method is provided.
7. The maximum void between adjoining concrete slabs and/or between concrete slabs and expansion joint material shall be three-sixteenths (3/16) inches with a maximum difference in vertical elevation of one-quarter (1/4) inch.
8. Construction joints where pool coping meets concrete decks shall be watertight and shall not allow water to pass to the ground beneath.
9. Areas where the decks join pool coping shall be designed and installed to protect the coping and its mortar bed from damage as a result of normal movement of adjoining decks.
10. Joints in decks shall be provided to minimize the potential for cracks due to changes in elevations, separation of surfaces or movement of the slab.
11. In areas where decks adjoin concrete, expansion joints shall be installed to protect the pool from the pressures of relative movements.
12. Decks shall be edged, have a radius, or be otherwise relieved to eliminate sharp corners.
13. Site drainage shall be provided to direct all perimeter deck drainage as well as general site and roof drainage away from the pool.
14. If used, an open pit, or leaching design for backwash sump purposes, shall be located so that it falls completely below adjacent decks and fully outside of the angle of repose (a line projected forty five (45) degrees downward and away from such decks), and the volume of backwash shall not create an adverse condition due to soil type (see Figure 305).
15. Circulation system piping, other than that integrally included in the manufacture of the pool/spa, shall be subjected to an induced static hydraulic pressure test (sealed system) of not less than twenty-five (25) pound per square inch for thirty (30) minutes. This test shall be performed before the deck is poured or gunite is placed, and the pressure shall be maintained until final connection to the circulation equipment.

    Note: For pre-molded spas, a normal operational running test may be provided in lieu of a pressure test.

16. Valves installed in or under any deck(s) shall be provided with a minimum ten (10) inch diameter access cover and valve pit to facilitate servicing.
17. At Semi-public and Public Pools and Spas a hose bib equipped with a vacuum breaker shall be provided for washing the deck area.



BACKWASH SUMP

Figure 305

301.2 Pool entry/exiting. All pools shall have at least two (2) means of entry/exit located to serve both ends of the pool. The entries/exits shall consist of ladders, stairs, recessed treads, or underwater seat benches or swimouts. Where two or more entries/exits are used, ladders, stairs, or recessed treads may be used in combination. All treads shall have slip-resistant surfaces.

1. Where water depths are twenty-four (24) inches or less at the pool wall, such areas shall be considered as providing a natural means for entry/exit.

2. For pools over thirty (30) feet in width, both sides of the deep portion of the pool be shall provided with entries/exits.

3. A means of entry/exit for the shallow end shall be located between the shallow end and the cross section at point "D", while a means of entry/exit for the deep end shall be between the deep end wall and the cross section at point "B", as shown in Appendix A, Figure 1.

4. A means of entry/exit shall be provided at intervals not to exceed seventy-five (75) linear feet of pool wall or fraction thereof.

5. Ladders, stairs, recessed treads, or underwater seat benches/swimouts shall be provided at the deep end of the pool, and for public pools shall be located in a manner to not interfere with racing lanes (as applicable).

301.3 Pool Stairs. The design and construction of protruding and recessed pool stairs shall conform to this section.

301.3.1Treads. Step treads shall have a minimum unobstructed horizontal depth of ten (10) inches and a minimum unobstructed surface area of two hundred forty (240) square inches.

301.3.2 Risers. Risers, at the centerline of treads, shall have a maximum uniform height not to exceed twelve (12) inches. The bottom riser height shall be allowed to vary plus or minus two (+/- 2) inches from the uniform riser height.

1. The vertical distance between the pool coping edge, deck or step surface, and the uppermost step tread shall not exceed twelve (12) inches.

301.3.3 Handrails. If handrails are used with stairs, they shall comply with the following:

1. Removable handrails shall be installed in a manner that will not allow removal without the use of tools.

2. The leading edge of handrails facilitating stairs and pool entry/exits shall not exceed eighteen (18) inches plus or minus three (3) inches horizontally from the vertical plane of the bottom riser.

3. The outside diameter of handrails shall be not less than one (1) inch and shall not exceed two and one quarter (2-1/4) inches in cross-sectional dimension.

4. Underwater seats, benches, or swim-outs may be provided as part of the stairs or recessed treads.

301.4 Pool Ladders. The design and construction of pool ladders shall comply with the following:

1. Ladders shall be made entirely of corrosion-resistant materials.

2. Ladders shall be provided with two (2) handholds or handrails.

3. Below water level, there shall be a clearance of not to exceed six (6) inches and not less than three (3) inches between any ladder tread edge, measured from the pool wall side of the tread and the pool wall.

4. The clear distance between ladders and handrails shall be not less than seventeen (17) inches and shall not exceed twenty-four (24) inches.

5. The uniform height between ladder treads shall be not less than (7) inches and not greater than twelve (12) inches.

6. Ladder treads shall have a minimum horizontal depth of one and one-half (1-1/2) inches.

7. The vertical distance between the top tread and pool coping or deck shall not exceed twelve (12) inches.

301.5 Recessed Treads. The design and construction of recessed treads shall comply with the following:

1. Recessed treads at the centerline shall have a uniform vertical spacing of not less than seven (7) inches and not greater than twelve (12) inches.

2. The vertical distance between the pool coping edge, deck or step surface and the uppermost recessed tread shall not exceed twelve (12) inches.

3. Recessed treads shall have a minimum depth of five (5) inches and a minimum width of twelve (12) inches.

4. Recessed treads shall slope toward the pool to prevent accumulation of dirt.

5. Recessed treads shall be provided with a set of handrails/grabrails to serve all treads and risers.

301.6 Manufactured diving equipment. Manufactured diving equipment shall be listed and labeled for swimming pool use and shall be installed in accordance with the manufacturer's recommendations.

1. Diving equipment manufactures shall provide installation instructions and specifications.

2. A label shall be permanently affixed to the manufactured diving equipment or jump board and shall include:

   a. Manufacturer's name and address.
   b. Board and equipment length.
   c. Fulcrum setting specifications (if applicable).
   d. Reference to the current year of the applicable section and NSPI standard.

3. Manufactured diving equipment suitable for installation on a lower pool type may be installed on any higher pool type providing the water envelope from the tip of the board is provided as specified for lower type. Manufactured diving equipment of a greater type **(**e.g.-Type III**)** shall not be installed on a pool of lesser type **(**e.g.-Type II**)**. Water surface area and geometry shall be provided for the type of pool which

permits board installation at the height specified.

4. Manufactured diving equipment shall have slip-resistant tread surfaces.

5. Manufactured diving equipment shall be permanently anchored to the pool deck. The edge of the board at the diving end shall be generally level with the water surface. The diving end of the board may be higher than the butt end of the board when allowed by the equipment manufacturer's recommendations.

301.6.1 Supports, platforms, stairs and ladders. Manufactured diving equipment supports, platforms, stairs and ladders shall be designed to carry the anticipated loads. Stairs and ladders shall be of corrosion-resistant material, easily cleanable, and be provided with slip-resistant treads. All manufactured diving stands higher than twenty-one (21) inches measured from the deck to the top butt end of the board shall be provided with stairs and a ladder. Step treads shall be self-draining.

1. All platforms or diving equipment higher than one (1) meter (39.37 inches) shall have guard rails which are not less than thirty-six (36) inches above the diving board or platform and shall extend to or beyond the edge of the pool wall.

301.7 Swimming Pool Slides. The requirements of the U.S. Consumer Product Safety Commission (CPSC) Standard for Swimming Pool Slides as published in the Code of Federal Regulations shall be used for standards relating to swimming pool slides. Installation and use instructions shall be provided with each unit by the manufacturer.

SECTION 302
FILTERS

302.1 General. Filters shall be designed in a manner that system cleaning will provide water clarity as required for each pool and spa type identified by this code.

302.1.1 Filter design. Filters shall be designed to allow inspection and servicing of filtration surfaces.

302.2 Pressure filters. For pressure-type filters, a means shall be provided to permit release of internal pressure.

302.2.1 Automatic air release. Filters which incorporate an automatic internal air release as the principle means of air release shall be designed with lids which provide a slow and safe release of pressure.

302.2.2 Manual air release. When separation tanks are used in conjunction with a filter tank they shall have a manual means of air release or have a lid designed to provide a slow and safe release of pressure as it is opened.

302.3 Operation and maintenance. Pressure filters and separation tanks shall have operation and maintenance instructions permanently installed on the filter or separation tank and shall include a precautionary warning to not start the system until air release and proper reassembly of the filter and separation tank has occurred. The statement shall be clearly visible within the area where air release would occur.

302.4 Filter Piping. Piping furnished with the filter shall be constructed of material capable of withstanding not less than one and one half (1-1/2) times the working pressure. Suction piping shall be designed to withstand collapse when there is a complete shut off of flow on the suction side of the pump.

SECTION 303
PUMPS AND MOTORS

303.1. General. A pump and motor shall be provided for circulation of the pool water. Performance of all pumps shall meet or exceed the conditions of flow required for filtering or cleaning the filters against the total dynamic head development by the complete system.

303.1.1. Strainer or screen. A cleanable strainer or screen designed to remove solids shall be provided upstream of any circulation pump for pressure filter systems.

303.1.2. Accessibility. Pumps and motors shall be accessible for inspection and service.

303.2. Pumps. The design and construction of pumps and component parts shall not create a hazard to the operator or maintenance personnel.

303.2.1. Pump Seal. Where a mechanical pump seal is provided, components of the seal shall be corrosion-resistant and capable of operating under normal conditions of use.

303.2.2. Valves. Where pumps are located below the waterline, valves shall be installed on permanently connected suction and discharge lines, shall be accessible at a location outside the walls of the pool, and shall be readily accessible for maintenance or removal.

303.3. Motors. All motors shall have an open drip-proof enclosure and be constructed electrically and mechanically to perform satisfactorily and safely under the conditions of the load environment normally encountered in swimming pool installations.

303.3.1. Motor operation. Motors shall be capable of operating pumps under full load with a voltage variation of plus or minus ten percent (+/- 10%) of the nameplate rating. If the maximum service factor of the motor is exceeded (at full voltage), the manufacturer shall indicate this on the pump curve.

303.3.2. Motor protection. All motors shall have built in thermal or current overload protection, or an in-line starter to provide locked rotor and running protection.

303.4 Motor Energy Efficiency. Motors with a total horsepower of one (1) or more, for pools and in-ground spas which are permanently installed, shall have the capability of operating at multiple speeds, with a low speed rotation rating no greater than one-half (1/2) of the motor's maximum rotation rate, and with a pump control capable of operating the pump at multiple speeds.

SECTION 304
SURFACE SKIMMER SYSTEMS

304.1 General. A surface skimming system shall be provided on all residential swimming pools and spas, and shall be designed and constructed to skim the water surface area when the level of the water is maintained within the operational parameters of the system's rim or weir device.

304.2. Design. The design or installation of pool/spa skimming devices shall not constitute a hazard to the bather.

304.3. Pool/Spa over-flow system. Where automatic surface skimmers are used as the sole overflow system, not less than one surface skimmer shall be provided as follows:

1. Residential Pool; one for each eight hundred (800) square feet of water surface area, or fraction thereof

2. Semi-public and Public Pools; one for each five hundred (500) square feet of water surface area, or fraction thereof

3. Residential, Semi-public and Public Spas; one for each one hundred fifty (150) square feet of water surface area, or fraction thereof

Note: Nominal recessed areas such as stairs and swim-outs are not required to be included in the calculation.

304.4. Spa surge capacity. Where perimeter surface skimmers are used, they shall be connected to the circulation system with a system surge capacity as follows:

1. **Residential Spa**. Not less than one (1) gallon for each square foot of spa surface area

2. **Semi-public and Public Spa**. Not less than two and one half (2-1/2) gallons for each square foot of spa surface area.

304.5. Spa hydraulic capacity. The hydraulic capacity of the overflow system shall be capable of handling one hundred percent (100%) of the circulation flow.

SECTION 305
ELECTRICAL REQUIREMENTS

305.1 General. The requirements of the National Electrical Code (NEC), as published by the National Fire Protection Association, as adopted and amended by the Town of Oro Valley, shall be utilized for the design and installation of electrical components and systems.

SECTION 306
HEATERS

306.1 General. Swimming pool/spa heaters shall be tested by a nationally recognized testing agency and comply with nationally recognized standards.

306.2 Installation. Heaters shall be installed according to the manufacturer's recommendations and the requirements of the International Mechanical Code (IMC) as adopted and amended by the Town of Oro Valley.

306.2.1 Base. Heaters shall be installed on a concrete or other non-combustible base, not less than three (3) inches above the adjacent finish grade. Installation on combustible surfaces may be allowed if installed in accordance with the appliance manufacturer's listing.

306.2.2 Clearances. Clearances shall be maintained in accordance with the manufacturer's installation instructions.

306.2.3 Ventilation. Fuel-fired heaters shall be provided with an air supply that will assure adequate ventilation and sufficient combustion.

306.2.4 Indoor installation. Heaters installed within enclosed spaces shall be provided with combustion air openings in accordance with the International Mechanical Code.

306.3 Devices. Draft induced or power venting devices shall be installed in accordance with the manufacturer's installation instructions.

306.4 Propane fueled heaters. Heaters using liquid petroleum (LP) gas shall not be installed in a pit or basement. Installation of heaters with use of LP gas shall be in accordance with the manufacturer's installation instructions and the requirements of the International Fuel Gas Code (IFGC) as adopted and amended by the Town of Oro Valley.

306.5 Heater piping system. Heater gas supply piping shall comply with the International Fuel Gas Code. Heater circulation and water piping systems shall comply with the manufacturer's installation instructions.

306.5.1 Installation. When installing a heater and a filter system, adequate provisions shall be made to prevent excessive pressure drop to the filter system. Refer to the manufacturer's requirements and/or recommendations for installation of bypass valves.

SECTION 307
WATER SUPPLY

307.1 Mechanical connection. Direct mechanical connections shall not be made between a potable water supply and the swimming pool/spa chlorinating equipment or the system of piping for the pool, unless effectively protected against backflow and back-siphon in accordance with the International Plumbing Code.

307.2 Pool/Spa over-the rim spout. If an over-the-rim spout is utilized it shall be effectively shielded and shall not protrude more than two (2) inches beyond the waters edge of the pool or spa.

307.2.1 Location. The over-the-rim spout in a pool shall be located under a diving board, adjacent to a ladder, or otherwise properly shielded.

SECTION 308
WASTE WATER DISPOSAL

308.1 Backwash water. All backwash water shall be disposed of and contained on site. Discharges of backwash water shall comply with applicable Town ordinances and the Arizona Department of Environmental Quality (ADEQ) Engineering Bulletins.

SECTION 309
DISINFECTANT EQUIPMENT, OXIDATION EQUIPMENT AND CHEMICAL FEEDERS

309.1 General. Disinfectant equipment, oxidation equipment, and chemical feeders, hereafter referred to jointly as "equipment" shall comply with nationally recognized standards. Equipment shall be capable of precisely introducing a specified quantity of disinfecting agent.

309.2 Chemical feeders. Generally accepted engineering practices and manufacturer's instructions shall be used for the installation of chemical feeders.

309.3 Low ozone output generating equipment. Installation of ozone generating equipment shall be limited to low ozone output equipment. The installation and use of ozone generating equipment shall comply with the following:

1. Installation of ozone generating equipment shall allow for indications of operations or malfunction to be readily observed. Equipment shall be installed in a manner that will not endanger pool users if a malfunction were to occur.

2. Ozone generating equipment shall be used in conjunction with other chemical treatments. Normal maintenance and monitoring of water chemistry shall be followed.

3. Generally accepted engineering practices and manufacturer's recommendations shall be used to determine where and how ozone shall be injected.

CHAPTER 4
BARRIERS AND ENCLOSURES

SECTION 401
SWIMMING POOL AND SPA BARRIERS/ENCLOSURES

401.1 General. Outdoor residential, semi-public and public swimming pools and spas shall be provided with an enclosure and barrier which meet the following requirements:

1. The minimum height for barriers and enclosures above finished grade or other walking surface, measured on the side, opposite the swimming pool/spa, shall be as follows:

   Residential pool or spa -four (4) feet
   Pools, Class A and B -six (6) feet
   Pools, Class C and D -five (5) feet
   Semi-public spas -five (5) feet
   Public spas -six (6) feet

2. No opening in a barrier or enclosure shall allow passage of a sphere larger than four (4) inches in diameter.

3. The vertical distance between the bottom of a barrier or enclosure and the solidly compacted finished grade or walking surface shall not exceed four (4) inches.

4. The barrier or enclosure shall be constructed to prevent opportunity for climbing into the pool/spa area.

   4.1. Footholds and/or handholds shall be not less than forty-eight (48) inches from the top of the enclosure or forty eight (48) inches from the finished grade, or other walking surface, measured on the side opposite the swimming pool. Openings in chain-link fences, exceeding one (1) inch, shall be slatted or other wise effectively closed.

   4.2. For wrought iron, wood, or similar barriers or enclosures, the vertical distance between the top surfaces of horizontal members shall be not less than forty-eight (48) inches.

   Exception: Horizontal surfaces not meeting the definition of a handhold or foothold

   4.3. Where the protrusion, indentation, or top surface is at a continuous angle of inclination greater than forty five (45) degrees above horizontal and does not otherwise provide a handhold or foothold, it shall be deemed as not providing an opportunity for climbing.

   4.4 Any space encompassed within the area described by a forty-eight (48) inch radius measured from the top of the barrier/enclosure, must be maintained free of natural or man-made objects which may create opportunity for climbing, or allow access to a pool/spa area (see figure 401(A) below).

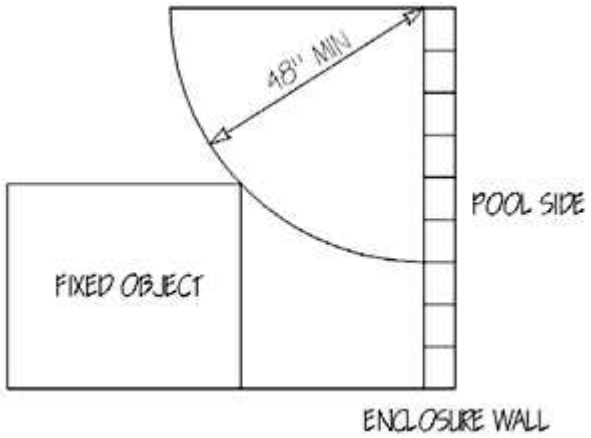


Figure 401 (A)

4.5 Owners of adjoining properties, or their representatives, shall not install equipment, landscaping, or other objects that have the effect of reducing the effectiveness of an approved pool enclosure.

4.6 Enclosures for semi-public and public pools and spas may be limited to the pool area, or may include the pool's ancillary facilities as part of the enclosure. Doors or gates entering these facilities from outside the enclosure shall be designed as described in Section 401.1, Sub-sections 1-4. General offices, recreation rooms, laundry rooms, and similar spaces are not considered to be ancillary to the pool.

Exception. The building official may grant an exception to the requirements of enclosing a swimming pool if by examination, it is determined that there is a barrier or enclosure existing on the premises, by reason of thorny/spiny vegetation, or topography, suitable to prevent access to the pool area.

401.2 Gates. Gates constructed as part of an enclosure or barrier shall comply with all general requirements of Section 401.1. Gates shall be constructed to the minimum height required by Section 401.1, item 1, for the type of pool or spa. Gates shall have a device that will cause them to self-close and shall also self-latch upon closing. The operable portion of gate latches shall be located not less than fifty four (54) inches above the walking surface and not less than fifty (50) inches above a foothold. Latches may be installed on the pool side of the gate, not less than forty two (42) inches above the walking surface, when the gate has no opening greater than one (1) inch located within eighteen (18) inches of the latch. Gates in an enclosure shall be installed to swing outward, and away from the enclosed pool area.

401.2.1 Double gates. Double gates constructed as part of an enclosure shall comply with all requirements of Section 401.1 and 401.2. The normally active side shall meet all the requirements of 401.2. The normally inactive side shall be equipped with a bolt device that slides into a permanent steel or concrete sleeve, which can be padlocked in the closed position. The padlock shall be in place at time of inspection, and shall remain in place during normal usage.

401.3 Safety covers. A pool/spa safety cover may be used for a barrier or enclosure for residential applications when each of the following minimum conditions is adhered to:

1. When secured in place, a sphere four (4) inches in diameter is prevented from reaching the water surface.

2. The cover is designed to support a static load on a four (4) inch diameter area of not less than four hundred eighty five (485) pounds for a pool and one hundred (100) pounds for a spa.

3. The electric motor switch shall be key-operated or locked and there shall be an additional power disconnect located not less than forty eight (48) inches above the finished grade, deck or other walking surfaces.

401.4 Securable space cover. A securable space cover may be used for a spa barrier or enclosure for residential applications if each of the following minimum conditions is adhered to:

1. When secured in place, a sphere four (4) inches in diameter is prevented from reaching the water surface.

2. The cover is designed to support a static load on a four (4) inch diameter area of not less than one hundred (100) pounds.

3. The spa width/diameter does not exceed eight (8) feet.

401.5 Wall barriers. In residential applications, a wall of a dwelling or other building may be used as part of an enclosure or barrier if each of the following minimum conditions is adhered to:

1. Windows leading to the swimming pool/spa area shall be provided with a latching device located not less than forty two (42) inches above the floor. Alternately, windows with latches located below forty two (42) inches, may be secured with irreversible fasteners that will restrict the window from fully opening and that will not allow a four (4) inch sphere to pass through the remaining opening.

   Note: This option is not allowed for windows intended to provide egress from, or ventilation to, rooms.

2. Doors leading to the swimming pool/spa area shall be self-closing/self-latching with the latch located not less than forty two (42) inches above the finished floor or other walking surface, measured on the side opposite the swimming pool/spa. Screen doors, when used as a barrier, shall be equally protected and shall be provided with a security screen or substantial grill on the pool side, extending from the bottom of the door to not less than thirty six (36) inches in height.

3. Pet doors (doggie doors) shall not be located within a wall barrier.

401.6. Alternative for residential alarms. When it is determined that the prescriptive requirements for barriers cannot reasonably be achieved, an appeal may be made to the building official for use of an alarm system barrier. If approval is granted an alarm system shall be designed in accordance with the following requirements:

1. The alarm shall receive its power from the primary power source of the residence (hardwired to the electrical service panel or to a sub-panel).

2. The alarm must produce a unique audible warning when the door or window is opened which is not similar to the sound of smoke detectors or other alarms.

3 Alarms shall sound continuously for not less than thirty (30) seconds, and shall be capable of being heard from any location within the house during normal household activities (minimum eighty five (85) decibels at ten (10) feet).

4. The alarm system shall be equipped with a manual means of deactivation, such as a switch or touchpad, on the interior and exterior sides of all doors providing direct access to the pool. This device shall be designed to temporarily deactivate the alarm system (for no longer than fifteen (15) seconds). Deactivation devices shall be located not less than fifty four (54) inches above the threshold of the door it serves and within six (6) horizontal feet of door the opening.

5. The alarm shall automatically reset under all conditions.

6. If designed as part of a home security alarm system, the door alarm shall not be able to be deactivated when the security system is deactivated.

Note: <u>At no time will an alarm system be allowed for window wall locations</u>. A window wall is defined as an area that contains more than one active (operable) panel without interruption by a fixed (inoperable) panel in any one wall or combination of walls, that also provides direct access to the pool area.

CHAPTER 5
RESIDENTIAL SWIMMING POOLS

SECTION 501
SCOPE

501.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of permanently installed in-ground residential pools used for swimming.

SECTION 502
MATERIALS OF CONSTRUCTION

502.1 General. Swimming pools and all appurtenances thereto shall be constructed of materials which are nontoxic and shall be impervious and enduring, which shall be able to withstand design stresses, and which shall provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth, easily cleaned surface finish is applied or attached.

SECTION 503
STRUCTURAL DESIGN

503.1 General. The structural design and materials used shall be in accordance with generally accepted engineering practices.

503.2 Interior finish material. Sand or earth shall not be permitted as the interior finish of a swimming pool.

503.3 Climate protection. In climates subject to freezing temperatures, the pool shell and appurtenances, piping, filter system, pump and motor, and other components shall be designed and constructed to facilitate protection from damage due to freezing.

503.4 Slip resistant surface. All surfaces intended to provide footing for bathers shall be designed as slip-resistant. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

503.5 Visibility. The colors, patterns, or finish of the pool interior shall not obscure the existence or presence of objects or surfaces within the pool (i.e. - swim-outs or steps).

SECTION 504
DIMENSIONAL DESIGN

504.1 General. Other than for diving pools, no limits are specified for shape or size, except that consideration shall be given for safety, and for circulation of the swimming pool water.

504.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the swimming area which can cause entrapment or injury to the bather.

504.1.2 Construction tolerances. There shall be construction tolerances allowed on all dimensional designs. Overall length, width, and depth in the deep end may vary plus or minus three (3) inches. All other overall dimensions may vary plus or minus two (2) inches unless otherwise specified.

504.2 Walls. Walls shall not exceed eleven (11) degrees from plumb, as shown in Appendix A, Figure 5, for a depth of not less than thirty-three (33) inches from the waterline in deep areas, and not less than twenty-seven (27) inches in shallow areas.

504.3 Floors. Floors shall be constructed as follows:

1. All slopes shall be uniform.

2. The slope of the floor from the shallow end wall toward the deep end shall not exceed one (1) unit vertical in seven (7) units horizontal (1:7) to the point of the first slope change.

3. The point of the first slope change shall be defined as the point at which the floor slope exceeds one (1) unit vertical in seven (7) units horizontal (1:7) and located not less than six (6) feet from the shallow end wall.

4. The slope of the floor from the point of the first slope change to the deep end wall shall not exceed one (1) unit vertical in three (3) units horizontal (1:3).

504.4 Water depth. Water depths at the shallow end of swimming pools shall be not less than thirty-three (33) inches and no greater than forty two (42) inches, except for special purpose pools.

1. No minimum water depth shall be specified in a non-swimming area. All non-swimming areas shall be visually set apart.

504.5 Diving unit depth. Pools designed to be used with manufactured diving equipment shall have profiles for area and depth of water in accordance with the illustrations for Type VI through IX pools as identified in Appendix A, Figure 7.

1. The tip of the manufactured diving units shall be located at Point "A", which is the reference point for all other dimensions.

2. The minimum unobstructed head room from the top of manufactured diving units shall be provided in accordance with the following table unless greater dimensions are required by the equipment manufacturer.

POOL TYPE	HEAD ROOM
VI	12 FEET
VII	12 FEET
VIII	13 FEET
IX	14 FEET

3. The minimum allowable underwater cross sections for Types VI through IX pools at areas B, C, and D shall be as identified in Appendix A, Figure 7.

4. Stationary diving platforms built on site shall be located in the diving area of the pool and shall be free of obstructions as shown in Appendix A, Figure 3, and provide the minimum dimensions as shown in Appendix A, Figure 7, at a maximum height of three (3) feet. Point "A" shall be eighteen (18) inches in front of the wall at the platform centerline. Stationary diving device platforms shall not extend more than eighteen (18) inches horizontally over the water from the pool wall.

504.6 Underwater seat benches. Where provided, underwater seat benches shall have a maximum horizontal depth of twenty (20) inches, be visually set apart, have a slip resistant surface, and shall be located fully outside of the required minimum diving water envelope if the pool is designed for use with a manufactured diving unit.

504.6.1 Deep end location. Underwater seat benches shall be permitted in the deep end of the pool only if they are either completely recessed, shaped to be compatible with the contour of the pool wall or in a pool corner.

SECTION 505
CIRCULATION SYSTEMS

505.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other equipment shall be provided for complete circulation of water through all parts of the pool.

505.1.1 Water circulation. Equipment shall be of adequate size to re-circulate the full volume of pool water within a twelve (12) hour time period. All designs shall assure that water clarity is maintained.

505.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement.

505.1.3 Equipment placement. Equipment shall be effectively supported to prevent damage from misalignment or settlement and shall be located to minimize the potential for the accumulation of debris and moisture, and otherwise installed in accordance with the manufacturer's installation instructions.

505.2 Water velocity. The water velocity in the pool piping shall not exceed ten (10) feet per second for discharge piping and eight (8) feet per second for suction piping, unless calculations are provided to show that the pump and piping provided are rated to withstand a greater velocity.

505.3 Pipe and fitting material. The circulation system piping and fittings shall be nontoxic, shall be considered to be process piping, and shall be of material able to withstand operating pressures and conditions.

505.3.1 Drainage. Equipment shall be designed and constructed to drain the pool water from the equipment, by removal of drain plugs, manipulating valves, or by other approved methods. Refer to the manufacturer's recommendations for specific information on draining the system.

505.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system and located in an easily readable location.

505.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity and water chemistry requirements. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, slurry feeders, heaters, etc., that are dependent upon circulation pump flow.

505.6 Operation and maintenance manual. Written operation and maintenance instructions shall be provided for the circulation system.

SECTION 506
RETURN INLETS AND SUCTION OUTLETS

506.1 General. Return inlets and suction outlets shall be provided and arranged to produce a uniform disinfectant residual throughout the entire pool. Where skimmers are used, return inlets shall be located so that floating particles will be brought within range of skimmers. Return inlets from the circulation system shall be designed in a manner that will not constitute a hazard to bathers.

506.2 Return inlets. There shall be not less than one (1) return inlet per six hundred (600) square feet of pool surface area, or fraction thereof. Return inlet fittings shall be of sufficient pipe size and quantity to allow a full volume turnover rate of the pool water in accordance with Section 505.1.1.

506.3 Standards for suction outlets. If the suction outlet system, such as a filtration system, automatic cleaning system, solar system etc., has a single suction outlet, or multiple suction outlets which can be isolated by valves, each suction outlet shall conform to ANSI/APSP-7 "*standards for suction entrapment avoidance*".

506.3.1 Suction outlet grate. A pool shall not be operated if the suction outlet grate is missing, broken, and the grate shall be secured in a way that it cannot be removed without the use of tools.

506.4 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be installed in accordance with ANSI/APSP-7. Pools may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of pool drains:

Pool Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	Yes
Three or more outlets	Yes

506.5 Vacuum cleaner fittings. Where provided, vacuum cleaner fittings with safety covers shall be located in an accessible position between three (3) inches and eighteen (18) inches below the minimum operating water level or as an attachment to the skimmer(s). Wall fittings shall be approved by a nationally recognized testing agency.

506.6 Heater and filter system. Filter systems with heaters shall be designed so that the heater does not cause an excessive pressure drop in the filter system. Reference shall be made to the manufacturer's requirements and/or recommendations for installation of bypass valves.

SECTION 507
SAFETY

507.1 General. A residential pool shall be provided with a suitable handhold around its perimeter in areas where depths exceed forty two (42) inches. Handholds shall be provided no further apart than four (4) feet and shall consist of any one (1) or a combination of the following:

1. Coping, ledge, or deck along the immediate top edge of the pool which provides a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline.

   Note: Rolled beams or negative edge surfaces do not meet the intent of this requirement.

2. Ladders, stairs, or seat ledges.
3. A secured rope or railing placed between the water line, to not more than twelve (12) inches above the water line. Ropes must be capable of withstanding the environmental conditions.

CHAPTER 6
PERMANENTLY INSTALLED RESIDENTIAL SPAS

SECTION 601
SCOPE

601.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of permanently installed residential spas and hydrotherapy units of irregular or geometric shell design, which are intended to be used for bathing. This chapter does not cover spas such as those operated for medical treatment, physical therapy, or other special purposes.

SECTION 602
MATERIALS OF CONSTRUCTION

602.1 General. Materials, components, and accessories used shall comply with the standards identified in Appendix A, Table 2. Materials shall be compatible with the installation and intended use requirements in these standards.

1. Materials for components and accessories with external surfaces and edges, where used in and around spas, that may come in contact with the user; shall be finished in a manner that they will not constitute a cutting, pinching, puncturing, or abrasion hazard under casual contact and intended use.
2. Materials used in components and accessories where intended to be installed in and around spas shall not be toxic or harmful to the environment under the use intended.
3. Materials for components and accessories to be used in and around spas shall be chemically compatible with other materials and the environment in which they are installed.

SECTION 603
STRUCTURAL DESIGN

603.1 General. The structural design and materials used shall be in accordance with generally accepted engineering practices.

603.2 Interior finish material. Sand or earth shall not be permitted as an interior finish in a residential spa.

603.3 Climate protection. In climates subject to freezing temperatures, a means shall be provided to protect the spa shell and appurtenances, piping, filter system, pump, motor, and other components from damage due to freezing.

603.4. Slip resistant surface. The surfaces within the spa intended to provide footing for users shall be designed to provide a slip-resistant surface. The roughness or irregularity of such surfaces shall not cause injury or discomfort during normal use.

603.5 Visibility. The colors, patterns, or finishes of the spa interior shall not obscure the existence or presence of objects or surfaces within the spa.

603.6 Roofs or canopies. Roofs or canopies shall be constructed so that water run-off does not drain into the spa.

SECTION 604
DIMENSIONAL DESIGN

604.1General. No limits are specified for the shape and size of spas except that consideration shall be given to shape from the standpoint of safety and circulation of the spa water.

604.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the bathing area which can cause entrapment or injury to the user.

604.1.2 Construction tolerances. The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one-quarter (1/4) inch for spas with adjustable weir surface skimming systems, and plus or minus one-eighth (1/8) inch for spas with nonadjustable surface skimming system.

604.1.2.1 Construction tolerance on all other dimensional designs. Overall dimensions may vary plus or minus two (2) inches, unless otherwise specified.

604.2 Water depth. The maximum water depth shall be four (4) feet measured from the waterline.

604.2.1 Depth at seating. The maximum water depth of any seat or bench shall be thirty (30) inches measured from the waterline.

604.3 Handhold. Spas shall be provided with a handhold around their perimeter in areas where the water depth exceeds forty-two (42) inches. Perimeter rims of spas may serve as a suitable handhold. Handholds shall be provided no further apart than four (4) feet and may consist of one or a combination of the following:

1. Coping, ledge, or deck along the immediate top edge of the spa which provides a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline.
2. A secured rope or railing placed between the water line, to not more than twelve (12) inches above the water line. Ropes must be capable of withstanding the environmental conditions.

604.4 Floor Slope. The slope of the floor shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12).

604.5 Entry. Steps, seats, ladders or recessed treads shall be provided for entry/exit where water depths exceed twenty-four (24) inches.

604.6 Ladders. The design and construction of ladders shall conform to the following when provided:

1. Ladders shall be made entirely of corrosion-resistant materials.
2. Ladder treads shall have slip-resistant surfaces.
3. Ladders shall be constructed with handholds/handrails on each side.
4. The cross-section diameter of a ladder rails shall be not less than one (1) inch and not greater than two and one quarter (2-1/4) inches.
5. Where ladders extend below the water level, there shall be a clearance of not less than three (3) inches or greater than six (6) inches, between any ladder tread edge, measured from the spa wall side of the tread, and the spa wall.
6. The clear distance between ladder handrails shall be not less than seventeen (17) inches or greater than twenty-four (24) inches.

604.7 Recessed Treads. Design and construction of recessed treads, where provided, shall conform to the following:

1. Recessed treads at the centerline shall have a uniform vertical spacing not to exceed twelve (12) inches but not less than seven (7) inches.
2. The vertical distance between the spa coping edge, deck, or adjacent step surface and the uppermost tread shall not exceed twelve (12) inches.
3. Recessed treads shall have a minimum depth of five (5) inches and a minimum width of twelve (12) inches.
4. Recessed treads shall slope toward the spa to prevent t accumulation of dirt, and shall be slip-resistant.
5. Each set of recessed treads shall be provided with a set of handrails/handholds to serve all treads and risers.

SECTION 605
CIRCULATION SYSTEM

605.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other necessary equipment shall be provided for complete circulation of water through all parts of the spa.

605.1.1 Water circulation. The circulation system equipment shall be designed to turn over the entire spa water capacity at a minimum of once per hour.

605.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible and shall be installed according to the manufacturer's instructions.

605.1.3 Standards for suction outlets. If the suction outlet system, such as a filtration system, automatic cleaning system, solar system etc., has a single suction outlet, or multiple suction outlets which can be isolated by valves, each suction outlet shall conform to ANSI/APSP-7 "*standards for suction entrapment avoidance*".

605.1.4 Equipment placement. Spa equipment shall be properly supported to prevent damage from misalignment, settlement and operational movement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, following manufacturer's instructions.

605.2 Water velocity. The water velocity in the piping shall not exceed ten (10) feet per second for discharge piping, except for copper pipe where the velocity for piping shall not exceed eight (8) feet per second, and six (6) feet per second for suction piping, unless summary calculations are provided to show that greater flow is possible with the pump and piping provided.

605.2.1 Pump sizing. The pump shall be sized to deliver the required flow rate against the total system head involved.

605.3 Pipe and fitting material. The circulation system piping and fittings shall be of material able to withstand operating pressures and operating conditions.

605.3.1 Drainage. Equipment shall be designed and fabricated to drain the spa water from the equipment by removal of drain plugs, manipulating valves or by other methods. Refer to manufacturer's recommendations for specific information on draining the system.

605.4 System condition gauge. A pressure gauge (located downstream from the pump on a pressure system), or vacuum gauge (located before the pump on the vacuum system), or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

605.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical disinfectant feeders, heaters, etc. that are dependent upon circulation pump flow.

605.6 Operation and maintenance manual. Written operation and maintenance instructions shall be provided for the circulation system.

SECTION 606
RETURN INLETS AND SUCTION OUTLETS

606.1 General. Return inlets and suction outlets shall be provided and arranged to produce circulation throughout the spa.

606.2 Standards. If the suction outlet system, such as a filtration system, automatic cleaning system, solar system etc., has a single suction outlet, or multiple suction outlets which can be isolated by valves, each suction outlet shall conform to ANSI/APSP-7 standards for suction entrapment avoidance.

606.3 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8. Spas may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of spa drains:

Spa Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	As designed
Three or more outlets	As designed

606.4 Vacuum cleaner fitting. Where provided, the vacuum cleaner fittings with safety covers shall be located in an accessible position not less than three (3) inches and not greater than eighteen (18) inches below the minimum operating water level, or as an attachment to the skimmers. All wall fitting and safety covers shall be approved by a nationally recognized testing agency.

SECTION 607
AIR INDUCTION SYSTEM

607.1 General. Any air induction system shall prevent water back-up that could cause electrical shock hazards.

607.2 Air intake source. Air intake sources shall not introduce water, dirt, or contaminants into the spa.

607.3 Integral air passage. Integral air passages shall be pressure tested at time of manufacture to provide structural integrity for a value of one and one-half (1-1/2) times the intended working pressure.

607.4 Installation. Air induction systems shall be installed in accordance with manufacturer's instructions.

CHAPTER 7
RESIDENTIAL PORTABLE SPAS

SECTION 701
SCOPE

701.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of portable residential spas, and hydrotherapy units of irregular or geometric shell design, which are used for bathing. This chapter does not cover public/commercial spas, permanently installed residential spas, and other spas such as those operated for medical treatment, physical therapy, or other special purposes.

SECTION 702
MATERIAL OF MANUFACTURE

702.1 General. The materials**,** components**,** and accessories used in portable spas shall comply with the Standards identified in Appendix A, Table 2. These materials shall be capable of fulfilling the design, installation and intended use requirements in this standard.

702.2 Surfaces. All material surfaces that may come in contact with the user shall be finished, so that they do not constitute a cutting, pinching, puncturing, or abrasion hazard under casual contact and intended use.

702.2.1 Maintenance. Products shall be maintained in accordance with manufacturer's instructions.

702.3 Material compatibility. Assemblies of different materials shall be chemically and mechanically compatible for the intended use and environment.

SECTION 703
STRUCTURAL DESIGN

703.1 General. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

703.2 Weather protection. A means shall be provided to protect the spa shell and appurtenances, piping, filter system, pump and motor, and other components from damage due to freezing.

703.3 Surfaces. The surfaces within the spa intended to provide footing for users shall be designed to provide a slip-resistant surface.

703.4 Spa Equipment. Spa equipment shall be properly supported to prevent damage from misalignment, settling, etc. The equipment shall be located to minimize the potential for the accumulation of debris and moisture.

SECTION 704
DIMENSIONAL DESIGN

704.1 General. The shape of spas shall not be limited except from the standpoint of safety and/or circulation of the spa water.

704.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the bathing area which can cause the entrapment or injury to the user.

704.2 Water depth. The maximum water depth shall be four (4) feet measured from the waterline. Exceptions may be made for spas designed for a special purpose when approved by the Building Official.

704.2.1 Multi-level seating. Multi-level seating may be provided, but the maximum water depth of any seat or sitting bench shall be thirty (30) inches measured from the waterline.

704.3 Floors. The slope of the floor shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12).

704.4 Entry/exit requirements. Steps, seats, ladders or recessed treads shall be provided for entry and exit where water depths are greater than twenty-four (24) inches.

704.5 Steps and benches. The design and construction of spa steps, recessed steps, and seat benches, where used, shall conform to sections 604.7., notes 1. through 5.

1. Step treads shall have a minimum unobstructed horizontal depth of ten (10) inches for a minimum continuous width of twelve (12) inches.
2. Riser heights shall not be less than seven (7) inches nor greater than twelve (12) inches. Where the bottom tread serves as a bench or seat, the bottom riser may be a maximum of fourteen (14) inches above the spa floor.
3. Handrails, if used, shall be installed in such a way that they shall be removable only with tools.
4. Portable spa**s** are intended for entry and exit from the surface supporting the spa. If the spa rim of a portable spa is intended for use as a step, a handrail shall be provided.

SECTION 705
CIRCULATION SYSTEMS

705.1 General. A circulation system consisting of piping, inlets, suction outlets, and circulation equipment (pump, heater, filter and connecting piping) shall be provided for complete circulation of water through all parts of the spa.

705.1.1 Circulation turn over. The circulation system equipment shall be designed to turn over the entire spa water capacity at a minimum of once every hour.

705.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed according to the manufacturer's instructions.

705.2 Drainage. The circulation system shall be designed and fabricated to provide drainage from the spa and circulation equipment.

705.3 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, etc. that are dependent upon circulation pump flow.

SECTION 706
HEATERS

706.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 306 "Heaters" for all general requirements.

706.2 Automatic thermostatic limiting device. The maximum temperature of the spa shall be limited to one hundred and four (104) degrees. An automatic thermostatic limiting device to control water temperature shall be required.

CHAPTER 8
ABOVEGROUND SWIMMING POOLS

SECTION 801
SCOPE

801.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of residential above ground swimming pools. This chapter is not meant to cover semi-public pools, public pools, or in-ground residential pools.

SECTION 802
MATERIALS OF CONSTRUCTION

802.1 General. The materials of components and accessories used in and around aboveground pools shall be non-toxic and shall be compatible with the environment in which they are installed. These materials shall be capable of fulfilling the design, installation, and intended use requirements in this chapter.

802.2 Surfaces. The selection of all materials for components and accessories to be used in and around aboveground pools shall be such that all parts with external surfaces and edges that may come in contact with the user are assembled, arranged, and/or finished (deburred, polished, etc.) so that they will not constitute a cutting, pinching, puncturing, or abrasion hazard under casual contact and use.

SECTION 803
STRUCTURAL DESIGN

803.1 General. The structural design and materials used shall be used in accordance with generally accepted engineering practices.

803.1.1 Safety factor. The primary structure shall be designed for a factor of safety that conforms to accepted engineering structural standards based on the total static water pressure of the pool.

1. Steel shall have a factor of safety of at least 1.7, and aluminum shall have a factor of safety of at least 1.85.
2. The secondary structure(s) shall be designed for a factor of safety of 1.5, based on the static load without permanent deformation.

803.2 Climate protection. In climates subject to freezing temperatures, the pool shell and appurtenances, piping, hoses, filter system, pump**,** motor, and other components shall be designed and constructed to facilitate protection from damage due to freezing.

803.3 Slip resistant surface. The surfaces intended to provide footing for users shall be designed to provide a slip-resistant surface. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

803.4 Slope. The slope adjacent to the shallow area shall have a maximum slope of three (3) units horizontal to one (1) unit vertical (3:1), and the slope adjacent to the side walls shall have a maximum slope of one (1) unit horizontal to one (1) unit vertical (1:1).

SECTION 804
DIMENSIONAL DESIGN

804.1 General. No limits are specified for the shape of aboveground swimming pools except that consideration shall be given to shape from the stand-point of safety and circulation of the swimming pool water.

804.1.1 Construction tolerances. There shall be construction tolerances allowed on all dimensional designs. Overall length, width, and depth may vary plus or minus two inches (+/- 2”) unless otherwise specified.

804.2 Pool liners. Aboveground pool liners shall conform to the following:

1. Liners shall be sealed to produce a membrane to contain the water in a watertight envelope.

2. A winterized liner shall not physically crack when tested at minus twenty (-20) degrees Fahrenheit.
3. A standard grade liner shall not physically crack when tested at zero (0) degrees Fahrenheit.
4. Normal liner thickness shall be plus or minus 10 percent of the thickness given by the manufacturer.
5. Liners shall be so installed that a method is provided to prevent the liner from slipping from the retainer and the sidewalls.

804.3 Walls. Aboveground pool walls shall conform to the following:

1. Closure of walls shall be accomplished by mechanical joining which is capable of withstanding the maximum stress applied to the wall. The means of closure shall be described in easy-to-understand diagrams and/or language in the assembly instructions.
2. Maintenance of the wall shall be described in the instruction manual.

SECTION 805
ASSEMBLY, SAFETY AND MAINTENANCE

805.1 General. Each new swimming pool shall be supplied with a clear self-explanatory, illustrated set of instructions for installation, assembly and operation. Instructions shall include the following:

1. All caution warnings shall be written in bold type; a minimum of twice the size of the normal type used in the instructions and shall be contained in a bordered area.
2. A prominently displayed, permanent and tamper-proof warning label with lettering not less than one quarter (1/4) inch (0.6 cm) in height shall warn bathers that there will be “No Diving”.
3. A notice shall be included advising that the swimming pool, like any other item of equipment is subject to wear and deterioration and that certain types of excessive deterioration can lead to failure of the swimming pool structure, which might release large quantities of water that could cause bodily harm and property damage.
4. The instructions shall clearly list the manufacturer’s name and address or that of an agent.
5. The instructions shall advise the owner of some of the more important features related to safety concerning its ownership, operation and maintenance.

SECTION 806
LADDERS / STAIRS

806.1 General. All pools shall have a means of entry/exit consisting of not less than one ladder or stairs. Ladders/stairs shall conform to the following:

1. All ladder/stair treads shall have slip-resistant surfaces which are integral to or permanently attached to the tread surface.
2. Ladders/stairs shall provide two (2) handrails/handholds that serve all treads.
3. Written instructions for proper assembly and use of all ladders shall include the following:
   a. “Locate ladder on a solid base”.
   b. “One person on the ladder at a time”.
   c. “The ladder shall be installed per manufacturer’s instructions”.
   d. “Warning: No Diving-No Jumping”. Follow manufacturer’s instructions.
   e. Manufacturer shall provide instructions on which way to face when using the ladder.
   f. Portable ladders, “Warning: Remove ladder when not in use”. When a limited access ladder is used, a sign shall be provided which states “When not in use – remove or swing up and latch.”

SECTION 807
DECKS AND DECK EQUIPMENT

807.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 301 "Decks and Deck Equipment" for all general requirements.

807.2 Support. Decks shall not depend upon the pool for support.

807.3 Deck surface. The deck walking surface shall be:

1. A maximum of six (6) inches above the pool top rail.
2. Extend no more than three (3) inches beyond the inside of the top rail of the pool, and be parallel to the top rail of the pool.
3. Decks that are installed flush with the top rail shall have the gaps filled in or coped.
4. The deck surface shall be manufactured from materials that will be slip-resistant. The deck owner instruction manual shall provide any finishing instructions necessary to meet this requirement.

807.4 Rail. The top rail of the pool fence, deck fence, patio fence and walk-around fence shall be a minimum of thirty six (36) inches from the deck surface.

807.4.1 Height. Where provided, the height of the fence from the top horizontal bar to the top of the rail of the pool shall be a minimum of thirty six (36) inches.

807.4.2 Spacing. Open-air spacing between pickets shall be a maximum of four (4) inches between pickets and support posts.

807.4.3 Openings. Where a picket-type fence is provided, maximum openings between the top rail of the pool and the lower horizontal bottom rail of the fence shall not exceed four (4) inches.

807.5 Decal information. The deck package shall have affixed at point of entry a permanent weather resistant load capacity decal or plate containing the following information:

1. Warning
2. Maximum load capacity (person and equipment)

807.6 Safety sign. The deck package shall have affixed at the point of entry "Danger Do Not Dive or Jump" safety signs in accordance with standard specifications.

807.7 Width. Walk-around (patio) decks shall be a minimum of fifteen (15) inches wide, measured from the inside perimeter of the pool to the outside of the pool walk-around.

SECTION 808
CIRCULATION SYSTEMS

808.1 General. A circulation system consisting of pumps, hoses, tubing, piping, return inlets and suction outlets, skimmers, filters and other necessary equipment shall be provided for complete and continuous circulation of water through all parts of the pool

808.1.1 Circulation turn over. The equipment shall be of adequate size to turn over the entire pool water capacity at least once every eight (8) hours.

808.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement, and shall be installed according to the manufacturer's instructions.

808.1.3 Equipment placement. Pool equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, following manufacturer's instructions.

808.2 Water velocity. The water velocity in the pool pressure and suction lines shall not exceed ten (10) feet per second for pressure lines, and eight (8) feet per second for suction lines. Pool recirculation systems shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

808.3 Pipe and fitting material. Circulation system piping and fittings shall be of nontoxic material, shall be considered to be process piping, and be able to withstand operating pressures and operating conditions.

808.3.1 Drainage. Equipment shall be designed and fabricated to drain the pool water from the equipment by removal of drain plugs and manipulating valves, or by other methods. Refer to manufacturer's recommendations for specific information on draining the system.

808.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

808.5 Operation and maintenance manual. Written operation and maintenance instructions shall be provided for the circulation system.

SECTION 809
RETURN INLETS AND SUCTION OUTLETS

809.1 General. Return inlets and suction outlets shall be provided and arranged to produce a uniform disinfectant residual throughout the entire pool. Where skimmers are used, the return inlets shall be located to help bring floating particles within the range of the skimmers. Return inlets from the circulation system shall be designed to not constitute a hazard to the user.

809.2 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be installed in accordance with ANSI/APSP-7. Pools may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of pool drains:

Pool Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	By design
Three or more outlets	By design

809.2.1 Suction outlet grate. The pool shall not be operated if the suction outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.

809.3 Vacuum cleaner fittings. Where provided, the vacuum cleaner fitting(s) with safety covers, shall be located in an accessible position at least three (3) inches, and no greater than eighteen (18) inches below the minimum operating water level, or as an attachment to the skimmers. Wall fittings and safety covers shall be approved by a nationally recognized testing agency.

SECTION 810
HEATERS

810.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 306 "Heaters" for all general requirements.

810.2 Automatic thermostatic limiting device. The maximum temperature of the spa shall be limited to one hundred and four (104) degrees. An automatic thermostatic limiting device to control water temperature shall be required.

CHAPTER 9
PUBLIC AND SEMI-PUBLIC SWIMMING POOLS

SECTION 901
SCOPE

901.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of public and semi-public pools to be used for swimming which are operated by an owner, licensee, or concessionaire, regardless of whether a fee is charged for use. This chapter does not cover hot tubs, permanently installed residential pools, portable spas, aboveground pools, or other pools or spas, such as those operated for medical treatment, physical therapy, or other special purposes.

SECTION 902
MATERIALS OF CONSTRUCTION

902.1 General. Swimming pools and all appurtenances thereto shall be constructed of materials which are nontoxic, impervious and enduring, able to withstand the design stresses and which will provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth easily cleaned surface finish is applied or attached.

SECTION 903
STRUCTURAL DESIGN

903.1 General. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

903.2 Interior finish material. Sand or earth shall not be permitted as an interior finish in a swimming pool.

903.3 Climate protection. In climates subjects to freezing temperatures, the pool shell and appurtenances, piping, filter system, pump and motor, and other components shall be so designed and constructed to facilitate protection from damage due to freezing.

903.4 Slip resistant surface. The surfaces within the pool intended to provide footing for users shall be slip-resistant. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

903.5 Visibility. The colors, patterns, or finishes of the pool interior shall not obscure the existence or presence of objects or surfaces within the pool.

SECTION 904
DIMENSIONAL DESIGN

904.1 General. No limits are specified for the shape of swimming pools except that consideration shall be given to shape from the standpoint of safety and circulation of the swimming pool water.

904.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the swimming area which can cause the entrapment or injury to the user.

904.1.2 Construction tolerances. There shall be construction tolerances allowed on all dimensional designs. Overall length, width, and depth in the deep end may vary plus or minus three (+/-3) inches. All other overall dimensions may vary plus or minus two (+/-2) inches unless otherwise specified (such as in a Class A pool). The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one-quarter (+/-1/4) inch for pools with adjustable weir surface skimming systems, and of plus or minus one-eighth (+/-1/8) inch for pools with nonadjustable surface skimming systems.

904.1.3 Class A or D sizing. The size of Class A or D pools shall be governed by the requirements of the activities for which the installation is intended.

904.2 Walls. Walls in Class B and C pools shall not be greater than eleven (11) degrees from plumb (see Appendix A, figure 2) for a minimum depth of thirty three (33) inches from the waterline in deep areas, or twenty seven (27) inches in the shallow areas. Below these depths, the wall may be a radius to join the floor. Class A pools, where racing lanes terminate, shall have plumb walls.

904.3 Floors. Floor slopes shall be constructed as follows:

1. All slopes shall be uniform.
2. The slope of the floor from the shallow end wall towards the deep end shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12) to the point of the first slope change for Class A and B pools, or one (1) unit vertical per ten (10) units horizontal (1:10) for Class C pools.
3. The point of the first slope change shall be defined as the point at which the floor slope exceeds one (1) unit vertical per twelve (12) units horizontal (1:12) for Class A and B pools, or one (1) unit vertical per ten (10) units horizontal (1:10) for Class C pools.
4. The slope of the floor from the point of the first slope change to the deep end shall not exceed one (1) unit vertical per three (3) units horizontal (1:3). Such slopes are not intended to provide any less water depth than those specified if the pool is intended for diving.
5. Transitional radius from wall to floor where floor slopes join the wall shall comply with the following:
   a. The radius shall have its center no less than thirty three (33) inches below the waterline in deep areas or thirty (30) inches in the shallow area.
   b. The radius shall be tangent at the points where the radius meets the wall and the floor.
   c. The radius shall be equal to, or greater than, the depth of the pool minus the vertical wall depth measured from the waterline (or tolerance allowed in Section 904.1.2, minus three (3) inches to allow draining to the main drain.

904.4 Water depth. Water depths at the shallow end of the swimming area shall be three (3) feet minimum, and **f**orty two (42) inches minimum for racing pools. Exceptions may be made in a recessed area of the main swimming pool, outside the competitive and/or swimming course, when the pool is an irregular shape with the permission of the building official.

1. The beginners' area of the pool shall be visually set apart from, but may be adjoined to, the shallow area and shall not adjoin the deep area.
2. The transition point of the pool from the beginners' area to the shallow area and from the shallow to the deep area shall be visually set apart with a rope and float line, depth markers and a four (4) inch minimum width row of floor tile, pointed line, or similar means of color contrasting with the bottom. In diving pools with a constant slope, the shallow area shall be visually set apart from the deep area with a rope and float line, depth markers and a four (4) inch minimum width row of floor tile, painted line, or similar means of a color contrasting with the pool bottom.
3. Class A pools intended for competitive diving and swimming shall be designed and constructed to provide the water depths specified by Federation International de National Amateur (FINA) U.S. Swimming, and U.S. Diving.

904.5 Diving unit depth. Class B and C pools intended for diving shall conform to the minimum water depths, areas, slopes, and other dimensions shown in Appendix A, Figure 7. If a wall exists, then it shall conform to the three to one (3:1) slope in the Point D dimension and the L1-2-3-4 dimensions.

1. When diving equipment is installed, it shall conform to the specifications set forth in Section 301.6 and shall be located in the diving area of the pool to provide the minimum dimensions as shown in Appendix A, Figure 7. Competitive diving equipment shall not be installed on Class B and C pools.
2. The tip of the diving equipment shall be located at Point "A", which is the reference point of all other dimensions.
3. There shall be a completely unobstructed clear vertical distance of thirteen (13) feet above any diving board measured from the center of the front end of the board. This area shall extend horizontally at least eight (8) feet behind, eight (8) feet to each side, and sixteen (16) feet ahead of Point A.

4. Public pools with diving facilities in excess of three (3) meters (10 feet) in height, or pools designed for platform diving, shall comply with the dimensional design requirements of FINA, U.S. Diving, National Federation of State High School Associations (NFSHSA), etc.

904.6 Offset ledges. Offset ledges, as shown in Appendix A, figure 5, when provided, shall fall within eleven (11) degrees from plumb starting at the junction of the pool wall and waterline, and shall have a slip-resistant surface. Maximum width shall be eight (8) inches. The typical allowable dimensions are based on the depths shown

904.7 Underwater seat benches. Underwater seat benches, when provided, shall have a maximum horizontal seat bench depth of twenty (20) inches below the waterline, be visually set apart, have a slip-resistant surface, and shall be located fully outside of the required minimum diving water envelop if the pool is intended for use with diving equipment.

1. Underwater seat benches shall be permitted in the deep end of the pool only if they are either completely recessed, shaped to be compatible with the contour of the pool wall, or in a corner of the pool.

904.8 Occupancy load. Maximum occupancy load for pools shall be in accordance with the Building Code.

1. Consideration shall be taken by the designer/operator to make certain that there is adequate room for the users.

904.9 Wading pools. Wading pools shall be separated from public and semi-public swimming pools by a minimum four (4) foot height fence or partition with self-closing/self-latching gate to prevent the direct entrance of waders into the swimming pool areas. The gate and fence shall be designed and constructed in accordance with Section 401 and the gate shall be designed to swing toward the wading pool.

904.9.1 Walls. Walls in wading pools shall be vertical or within eleven (11) degrees of vertical except for the lower six (6) inches which shall be a radius to the floor. Walls shall not extend more than six (6) inches above the waterline at each point.

904.9.2 Floors. Floors of wading pools shall be uniform, sloped to drain with a maximum slope of one (1) unit vertical per twelve (12) units horizontal (1:12).

904.9.3 Water depth. Wading pools shall have a maximum water depth of twenty (20) inches. The water depth at the perimeter shall not exceed eighteen (18) inches. Water depths may be reduced from the above maximums and brought to zero (0) at the shallowest point.

SECTION 905
DECKS AND DECK EQUIPMENT

905.1 General. Reference Chapter 3, "General Pool and Spa Requirements" Section 301 "Decks and Deck Equipment" for all general requirements.

905.2 Accessible decks. Accessible decks and deck equipment shall comply as follows:

1. Risers for steps for the deck shall be uniform and have a minimum height of four (4) inches and a maximum height of seven (7) inches. The minimum tread depth shall be eleven (11) inches.
2. The minimum continuous, unobstructed deck width, including the coping, shall conform to the following, as appropriate:

   a. Class A pool-As recommended by the appropriate activity (FINA, U.S. Swimming, U.S. Diving.)

   b. Class B pool-Ten (10) feet minimum.

   c. Class C pool-Four (4) feet minimum.

   d. Class D pool-Three (3) feet minimum.

   e. A minimum four (4) foot deck width shall be provided on the sides and rear of any diving equipment.

A deck clearance of twenty-four (24) inches shall be provided around any other deck equipment that is thirty-six (36) inches or less in height above the deck. A deck clearance of thirty-six (36) inches shall be provided around all other deck equipment.

3. Deck(s) shall be sloped to effectively drain either to perimeter areas or to deck drains. Drainage shall remove pool splash water, deck cleaning water, and rain water without leaving standing water.

905.3 Manufactured diving equipment. Manufactured diving equipment shall be designed for swimming pool use and shall be installed in accordance with the manufacturers' recommendations.

1. Maximum board height over the water shall have a plus or minus three (+/-3) inch tolerance to allow for construction variances only on Class B and C pools.
2. The maximum construction tolerance of the tip of the board from Point "A" as shown in Appendix A, Figure 7, shall be plus or minus three (+/-3) inches on Class B and C pools. The diving equipment shall be in compliance with Section 904.5, item number 2.

SECTION 906
CIRCULATION SYSTEM

906.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other equipment shall be provided for complete circulation of water through all parts of the pool. Materials and equipment used in the circulation system shall comply with nationally recognized standards.

906.1.1 Circulation turnover. Equipment shall be of adequate size to turn over the pool water capacity at least once every eight (8) hours. The system shall be designed to give the proper turnover rate based on the manufacturer's recommended maximum pressure flow of the filter, in clean media condition. Water clarity shall be maintained as required by the health department.

906.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed according to the manufacturers' instructions.

906.1.3 Equipment placement. Pool equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, following manufacturers' instructions.

906.2 Water velocity. The water velocity in the pool piping shall not exceed ten (10) feet per second for discharge piping (except for copper pipe where the velocity should not exceed eight (8) feet per second), and six (6) feet per second for suction piping, unless summary calculations are provided to show that the greater flow is possible with the pump and piping provided. Pool piping shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

906.2.1 Wading pool. A wading pool shall have a separate circulation system of adequate size to turn over the entire pool water capacity at least once every two (2) hours.

906.3 Pipe and fitting materials. The circulation system piping and fittings shall be nontoxic, be considered to be process piping, and shall be of material able to withstand operating pressures and operating conditions. Pool piping subject to damage by freezing shall have a uniform slope in one (1) direction equipped with valves for adequate drainage. Pool piping shall be supported at sufficient intervals to prevent entrapment of air, water or dirt. Provisions shall be made for expansion or contraction of pipes.

906.3.1 Drainage. Equipment shall be designed and fabricated to drain the pool water from the equipment, together with exposed face piping, by removal of drain plugs and manipulating valves or by other means. Refer to manufacturers' recommendations for specific information on draining the system.

906.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system conditions shall be provided in the circulation system in an easily readable location, as required in section 908.2.

906.4.1 Class A, B and C requirements. Class A, B, and C public pools shall be provided with an indicator measuring the rate of flow through the filter system with an appropriate range readable in gallons per minute (GPM) and accurate within ten (10) percent actual flow.

906.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity and chemistry requirements. Time clocks may be used to set the operating period. When time clocks are used they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, slurry feeders, heaters, etc. that are dependent upon circulation pump flow.

906.6 Operation and maintenance manual. Operation and maintenance instructions shall be provided for the circulation system.

SECTION 907
FILTERS

907.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 302 "Filters" for all general requirements.

907.2 Filters. Filters shall be designed so that after cleaning per manufacturers' instructions, the system can provide the water clarity noted in Section 906.1.1.

SECTION 908
PUMPS AND MOTORS

908.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 303 "Pumps and Motors" for all general requirements.

908.2 Pressure and vacuum gauges. Pressure and vacuum gauges shall be installed on all Semi-public and Public Pools / Spas.

1. The vacuum gauge shall be installed as close to the pump return inlet as possible and still maintain an accurate reading.

2. The pressure gauge shall be installed on the face piping ahead of the filter or on top of the filter in the area of greatest filter pressure.

SECTION 909
RETURN INLETS AND SUCTION OUTLETS

909.1 General. Return inlets shall be provided and arranged to produce uniform circulation of water and maintain uniform disinfectant residual throughout the pool. Where skimmers are used, the return inlets shall be located to help bring floating particles within range of the skimmers.

909.2 Return inlets. Adjustable pool wall inlets shall be provided on all pools. Inlets shall be of sufficient number, properly designed, sized and installed to produce uniform circulation throughout the pool. There shall be a minimum of six inlets. Not less than one inlet shall be located within five (5) feet of each corner and in each step alcove. Inlets shall be on a closed loop piping system. Where the width of the pool exceeds thirty (30) feet, bottom returns will also be required. Bottom return inlets and wall inlets greater than thirty-six (36) inches below the water line shall be flush with the finish surface of the pool and designed to prevent injury to swimmers. Returns will be considered to have an area of influence described by a radius of fifteen (15) feet.

909.3 Drains. Pools shall be equipped with at least one (1) main drain located in the deepest portion. Drains shall be covered by grates, which are not readily removable by swimmers. Drains shall be spaced at intervals of not greater than one (1) for each twenty (20) feet of pool width in the deepest portion.

909.4 Suction outlet and drain designs. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be install in accordance with ANSI/APSP-7. Pools may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of pool drains:

Pool Drains

Drain Type	Allowable Means of Protection
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	By design
Three or more outlets	By design

909.4.1 Suction outlet grate. The pool shall not be operated if the suction outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.

909.5 Vacuum cleaning system. A pool vacuum cleaning system shall be provided. In integral systems, connections shall be provided in sufficient number and location in the pool walls and should be located at least ten inches below the water line. In addition, automatic or self-cleaning systems may be installed if they are approved by the building official. Vacuum systems are to be installed with positive type shut off valves in the equipment area. Vacuum systems shall be operational only when the vacuum lines are attached during the cleaning process. Vacuum inlets are to be installed with approved safety covers.

SECTION 910
SURFACE SKIMMER SYSTEM

910.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 304, "Surface Skimmer Systems" for all general requirements.

910.2 Perimeter skimmers. Where a perimeter-type surface skimming system is used as the sole surface skimming system, this system shall extend around a minimum fifty percent (50%) of the perimeter of the pool.

1. Where perimeter surface skimming systems are used, they shall be calculated to provide the circulation system with a system surge capacity of not less than one (1) gallon for each square foot of pool surface.

SECTION 911
DISINFECTANT EQUIPMENT, OXIDATION EQUIPMENT AND CHEMICAL FEEDERS

911.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 309, "Disinfectant Equipment, Oxidation Equipment and Chemical Feeders" for all general requirements.

911.2 Chemical testing. Every public and semi-public pool shall be supplied with a chemical test kit for the determination of pH, chlorine or bromine residuals, cyanuric acid (if used), total alkalinity, and calcium hardness.

SECTION 912
SAFETY

912.1 General. A public pool shall be provided with a suitable handhold around its perimeter in areas where depths exceed forty two (42) inches. Handholds shall consist of any one (1) or a combination of the items listed below:

1. Coping, ledge, or deck along the immediate top edge of the pool shall provide a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline. Rolled beams or negative edge surfaces do no meet the intent of this requirement.
2. Ladders, stairs, or seat ledges.
3. A rope or railing placed at, or not greater than twelve (12) inches above the waterline and secured to the

wall of the pool at not more than four (4) foot intervals. Ropes must be capable of withstanding the environmental conditions.

912.2 Depth markers. Depth markers shall conform to the following:

1. The depth of water in feet shall be plainly and conspicuously marked at or above the waterline on the vertical pool wall and on the top of the coping or edge of the deck or walk next to the pool.
2. Depth markers on the vertical pool wall shall be positioned to be read from the water side.
3. Depth markers on the deck shall be within eighteen (18) inches of the water edge and positioned to be read while standing on the deck facing the water.
4. Depth markers in or on the deck surfaces shall be slip-resistant.
5. There shall be a minimum of two (2) depth markers per pool, regardless of pool size or shape, spaced at not more than twenty-five (25) foot intervals uniformly located around the perimeter of the pool.
6. Depth markers shall be installed at intermediate increments of water depth not to exceed two (2) feet, nor spaced at intervals greater than twenty-five (25) feet.
7. Depth markers shall have a four (4) inch minimum height. Numbers shall be of contrasting color to the background on which they are applied, and the color shall be of a permanent nature.

SECTION 913
VISITOR AND SPECTATOR AREA

913.1 General. There shall be separation between the spaces used by visitors and spectators and those spaces used by bathers. The visitor and spectator area may be within the pool perimeter enclosure if it is in an area separated from the space used by bathers. The means of separation shall be equivalent to the required barrier/enclosure.

913.1.1 Toilet facilities. Separate toilets shall be provided for spectators. The quantity of fixtures shall be in accordance with the International Building Code.

SECTION 914
OPERATION AND MANAGEMENT

914.1 General. Public pools shall be maintained under the supervision and direction of a properly trained operator who shall be responsible for the sanitation, safety, and maintenance of the pool, and all physical and mechanical equipment and records as required by the Health Department.

914.1 Required postings. Rules and regulations for users and the occupancy load shall be posted in a conspicuous place to inform pool patrons.

SECTION 915
OPERATING PERMITS

915.1 General. A public pool shall not operate until the appropriate application has been submitted to the Health Department on the prescribed forms and a valid operating permit has been issued by the Health Department. The permit shall be renewed as required by the Health Department.

CHAPTER 10
PUBLIC AND SEMI-PUBLIC SPAS

SECTION 1001
SCOPE

1001.1 General. This chapter is intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of public and semi-public spas to be used for swimming and operated by an owner, licensee, or concessionaire, regardless of whether a fee is charged for use. This chapter does not cover spas operated for medical treatment, physical therapy, or other special purposes.

SECTION 1002
MATERIALS OF CONSTRUCTION

1002.1 General. Spas and all appurtenances thereto shall be constructed of materials which are nontoxic, are impervious and enduring, can withstand the design stresses, and which will provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth easily cleaned surface finish is applied or attached.

SECTION 1003
STRUCTURAL DESIGN

1003.1 General. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

1003.2 Interior finish material. Sand or earth shall not be permitted as an interior finish in a spa.

1003.3 Climate protection. In climates subject to freezing temperatures, the spa shell and appurtenances, piping, filter system, pump and motor, and other components shall be so designed and constructed to facilitate protection from damage due to freezing.

1003.4 Slip resistant surface. The surfaces within the spa intended to provide footing for users shall be designed to provide a slip-resistant surface. The roughness or irregularity of such surfaces shall not cause injury or discomfort to bathers during normal use.

1003.5 Visibility. The colors, patterns, or finishes of the spa interior shall not obscure the existence or presence of objects or surfaces within the spa.

SECTION 1004
DIMENSIONAL DESIGN

1004.1 General. No limits are specified for the shape of spas except that consideration shall be given to shape from the standpoint of safety and circulation of the spa water.

1004.1.1 Obstructions. There shall be no protrusions, extensions, means of entanglement, or other obstructions in the bathing area which can cause entrapment or injury to the user.

1004.1.2 Construction tolerances. The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one-quarter (+/- 1/4) inch for spas with adjustable weir surface skimming systems, and plus or minus one-eighth (+/- 1/8) inch for spas with nonadjustable surface skimming systems.

1. There shall be a construction tolerance on all other dimensional designs. Overall dimensions may vary plus or minus two (+/- 2) inches unless otherwise specified.

1004.2 Water depth. The maximum water depth shall be four (4) feet measured from the waterline. Exceptions may be made for spas designed for a special purpose when approved by the Building Official.

1004.2.1 Multi-level seating. Multi-level seating may be provided, but the maximum water depth of any seat or sitting bench shall be thirty (30) inches measured from the waterline.

1004.3 Floor. The slope of the floor shall not exceed one (1) unit vertical per twelve (12) units horizontal (1:12).

1004.4 Entry and exiting requirements. Steps, seats, ladders or recessed treads shall be provided for entry and exit where water depths are greater than twenty-four (24) inches.

1. Spas shall be equipped with at least one handrail (or ladder equivalent) for each fifty (50) feet of perimeter, or portion thereof, to designate the point of entry and exit.

1004.5 Steps and benches. The design and construction of spa steps, recessed steps, and seat benches, where used, shall conform to the following:

1. Step treads shall have a minimum unobstructed horizontal depth of ten (10) inches for a minimum continuous width of twelve (12) inches. Step treads shall have slip-resistant surfaces.
2. Riser heights shall not be less than seven (7) inches nor greater than twelve (12) inches. Where the bottom tread serves as a bench or seat, the bottom riser may be a maximum of fourteen (14) inches above the spa floor.
3. The first and last risers required by 1004.4 above are not required to be uniform but shall comply with riser height requirements as noted above. The first (top) riser is measured from the finished deck.
4. Intermediate risers, those between the first and last risers, shall be uniform in height (to within three eighths (3/8) of an inch).
5. Each set of steps shall be provided with at least one (1) handrail to serve all treads and risers.

   a. Handrails shall be installed in a way that they may be removed only with tools.

   b. The leading edge of a handrail in the spa shall be no more than eighteen (18) inches plus or minus three (3) inches horizontally from the vertical plane of the bottom riser (where applicable).
6. Seats or benches may be provided as part of the steps.

1004.6 Ladders. The design and construction of spa ladder(s), where used, shall conform to the following:

1. Spa ladders shall be made entirely of corrosion-resistant material.
2. Ladder treads shall have slip-resistant surfaces.
3. Ladders shall provide two (2) handholds/handrails.
4. The outside diameter of a ladder rail shall be not less than one (1) inch and not great than two and one quarter (2-1/4) inches.
5. Below the water level, there shall be a clearance of not more than six (6) inches nor less than three (3) inches between any ladder tread edge, measured from the spa wall side of the tread to the spa wall.
6. The clear distance between ladder handrails shall be a minimum of seventeen (17) inches and a maximum of twenty-four (24) inches.

1004.7 Treads. The design and construction of recessed treads, where provided, shall conform to the following:

1. Recessed treads at the centerline shall have a uniform vertical spacing of twelve (12) inches maximum and seven (7) inches minimum.
2. The vertical distance between the spa coping edge, deck, or step surface and the uppermost recessed tread shall be a maximum of twelve (12) inches.
3. Recessed treads shall have a minimum depth of five (5) inches and a minimum width of twelve (12) inches.
4. Recessed treads shall drain into the spa to prevent the accumulation of dirt and shall be slip-resistant.
5. Each set of recessed treads shall be provided with a set of handrails/grabrails/handholds to serve all treads and risers.

SECTION 1005
DECKS AND DECK EQUIPMENT

1005.1 General. Reference Chapter 3, Section 301, "Decks and Deck Equipment" for all general requirements.

1005.2 Accessible decks. Accessible decks and deck equipment and shall comply as follows:

1. Risers for steps for the deck shall be uniform and have a minimum height of four (4) inches and a maximum height of seven (7) inches. The minimum tread depth shall be eleven (11) inches.

2. The minimum slope of the deck(s) shall be one-eighth (1/8) unit vertical per twelve (12) units horizontal (1/8:12) for textured, hand-finished concrete decks; one-quarter (1/4) unit vertical per twelve (12) units horizontal (1/4:12) for exposed aggregate concrete decks; and one-half (1/2) unit vertical per twelve (12) units horizontal (1/2:12) for indoor/outdoor carpeting decks, unless an alternate drainage method is provided.

3. The maximum slope of all decks other than wood decks shall be one (1) unit vertical per twelve (12) units horizontal (1:12) except for ramps. The maximum slope for wood decks shall be one-eighth (1/8) unit vertical per twelve units horizontal (1/8:12). Gaps in wood decks shall be based on generally accepted engineering practices with respect to the type of wood used.

   a. Deck(s) shall be sloped to effectively drain either to perimeter areas or to deck drains. Drainage shall remove spa splash water, deck cleaning water and rain water without leaving standing water.

SECTION 1006
CIRCULATION SYSTEM

1006.1 General. A circulation system consisting of pumps, piping, return inlets and suction outlets, filters, and other equipment shall be provided for complete circulation of water through all parts of the spa. Materials and equipment used in the circulation system shall comply with nationally recognized standards.

1006.1.1 Circulation turnover. Equipment shall be of adequate size to turn over the spa water capacity at a rate of not less than once in thirty (30) minutes. The system shall be designed to give the proper turnover rate based on the manufacturer's recommended maximum pressure flow of the filter, in clean media condition of the filter. Water clarity shall be maintained as required by the Health Department.

1006.1.2 Component accessibility. Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed according to the manufacturer's instructions.

1006.1.3 Equipment placement. Spa equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted to minimize the potential for the accumulation of debris and moisture, and shall follow manufacturer's instructions.

1006.2 Water velocity. The water velocity in the spa piping shall not exceed ten (10) feet per second for discharge piping (except for copper pipe where the velocity should not exceed eight (8) feet per second), and six (6) feet per second for suction piping, unless summary calculations are provided to show that greater flow is possible with the pump and piping provided. Spa piping shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

1006.3 Pipe and fitting materials. The circulation system piping and fittings shall be nontoxic, be considered to be process piping, and shall be of material able to withstand operating pressures and conditions. Spa piping subject to damage by freezing shall have a uniform slope in one (1) direction equipped with valves for adequate drainage. Spa piping shall be supported at sufficient intervals to prevent entrapment of air, water or dirt. Provisions shall be made for expansion or contraction of pipes.

1006.3.1 Drainage. Equipment shall be designed and fabricated to drain the spa water from the equipment, together with exposed face piping, by removal of drain plugs and manipulating valves, or by other means. Refer to manufacturer's recommendations for specific information on draining the system.

1006.4 System condition gauge. A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

1006.4.1 Indicator requirement. Public spas shall be provided with an indicator measuring the rate of flow through the filter system with an appropriate range readable in gallons per minute (GPM) and accurate to within ten percent (10%) of actual flow.

1006.5 Water clarity maintenance. The circulation system shall be capable of maintaining water clarity and water chemistry requirements. Time clocks may be used to set the operating period. When time clocks are used, they shall also govern the operating time of appurtenant devices such as chemical/disinfectant feeders, slurry feeders, heaters, etc. that are dependent upon circulation pump flow.

1006.6 Operations and maintenance manual. Operation and maintenance instructions shall be provided for the circulation system.

SECTION 1007
PUMPS AND MOTORS

1007.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 303 "Pumps and Motors" for all general requirements.

1007.2 Pressure and vacuum gauges. Pressure and vacuum gauges shall be installed on all Semi-public and Public Pools / Spas.

1. The vacuum gauge shall be installed as close to the pump return inlet as possible and still maintain an accurate reading.

2. The pressure gauge shall be installed on the face piping ahead of the filter or on top of the filter in the area of greatest filter pressure.

SECTION 1008
RETURN INLETS AND SUCTION OUTLETS

1008.1 General. Return inlet(s) and suction outlet(s) shall be provided and arranged to produce a uniform circulation of water and maintain a uniform disinfectant residual throughout the spa. Where skimmers are used, the return inlet(s) shall be located to help bring floating particles within range of the skimmers. Return inlet(s) from the circulation system shall be designed to not constitute a hazard to the bather.

1008.2 Suction outlets and drains. Suction outlet covers/grates shall be tested by a nationally recognized testing laboratory as conforming to the most recent edition of ASME/ANSI A112.19.8 and shall be installed in accordance with ANSI/APSP-7. Spas may be designed to have multiple drains, single unblockable drains, or no drains. The following minimum design criteria shall be adhered to for design and installation of spa drains:

Spa Drains

Drain Type	Allowable Means of Protection
No Drain	Allowed with listed Suction Vacuum Release device (SVRS)
Single Unblockable Outlet	The following are approved single unblockable suction outlets: • Channel outlet (as specified) • Unblockable outlets 18 inches x 23 inches or larger • Swim jet system that complies with ASME/ANSI A112.19.8 • Venturi-driven system that complies with ASME/ANSI A112.19.8 or ASTM F2387-04 • Gravity flow system • Sumps in Series
Single Blockable Outlet	Not allowed
Two suction outlets (placed 3 or more feet apart)	As designed
Three or more outlets	As designed

1008.3 Suction outlet grate. A spa shall not be operated if the outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.

1008.4 Suction outlet plumbing. When multiple suction outlets are used they shall be plumbed so that water is drawn through them simultaneously by means of a common line to the pump.

SECTION 1009
SURFACE SKIMMER SYSTEM

1009.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 304, "Surface Skimmer Systems" for all general requirements.

1009.2 Perimeter skimmers. Where perimeter surface skimming systems are used, they shall be connected to provide the circulation system with a system surge capacity of not less than two and one half (2-1/2) gallons for each square foot of spa surface.

1. Where perimeter surface skimming systems are used, they shall be designed to provide the circulation system with a system surge capacity of not less than one (1) gallon for each square foot of spa surface.

SECTION 1010
AIR INDUCTION SYSTEM

1010.1 General. Any air induction system shall prevent water back-up that could cause electrical shock hazards.

1010.2 Air intake source. Air intake sources shall not introduce water, dirt, or contaminants into the spa.

1010.3 Installation. Air induction systems shall be installed in accordance with manufacturer's instructions.

SECTION 1011
WATER SUPPLY

1011.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 307, "Water Supply" for all general requirements.

1011.1.1 Health department requirement. The water supply serving the spa, shall meet the requirements of the Health Department before the spa is put in use.

SECTION 1012
DISINFECTANT EQUIPMENT AND CHEMICAL FEEDERS

1012.1 General. Reference Chapter 3, "General Pool and Spa Requirements", Section 309 "Disinfectant Equipment, Oxidation Equipment and Chemical Feeders" for all general requirements.

1012.1.1 Health department requirement. Every spa shall be required to have disinfectant agent equipment in compliance with the requirements of the Health Department.

1012.2 Chemical feeders. The installation and use of chemical feeders shall conform to the following:

1. Chemical feeders shall be installed downstream from the filter and heater. Erosion-type feeders shall be allowed to feed solution to the suction side of the pump.
2. A Chemical feeder shall be installed to introduce the gas or solution downstream from the heater and, if possible, at a position lower than the heater outlet fitting.
3. Chemical feeders and pumps shall be wired to not operate unless the filter pump is running. If the chlorinator has an independent timer, the filter and chemical feed pump timers shall be interlocked.

SECTION 1013
SAFETY

1013.1 General. A public spa shall be provided with a suitable handhold around its perimeter in areas where depths exceed Forty two (42) inches. Handholds shall consist of any one (1) or a combination of the items listed below:

1. Coping, ledge, or deck along the immediate top edge of the spa shall provide a slip-resistant surface of at least four (4) inches minimum horizontal width and located at or not more than twelve (12) inches above the waterline. Rolled beams or negative edge surfaces do no meet the intent of this requirement; or
2. Ladders, stairs, or seat ledges; or
3. A secured rope or railing placed at, or not more than twelve (12) inches above the waterline and secured at not more than four feet intervals to the wall of the spa. Ropes must be able to withstand the environmental conditions.

1013.1 Depth markers. Depth markers shall conform to the following:

1. The depth of the water in feet shall be plainly and conspicuously marked at or above the waterline on the vertical spa wall and on the top of the coping or edge of the deck or walk next to the spa.

   a. Depth markers on the vertical spa wall shall be positioned to be read from the water side.

   b. Depth markers on the deck shall be within eighteen (18) inches of the water edge and positioned to be read while standing on the deck facing the water.
2. Depth markers in or on the deck surfaces shall be slip-resistant.
3. There shall be a minimum of two (2) depth markers per spa, regardless of spa size or shape, spaced at no more than twenty five (25) foot intervals uniformly located around the perimeter of the spa.
4. Depth markers shall have a four (4) inch minimum height. Numbers shall be of contrasting color to the background on which they are applied, and the color shall be of a permanent nature.

SECTION 1014
OPERATION AND MANAGEMENT

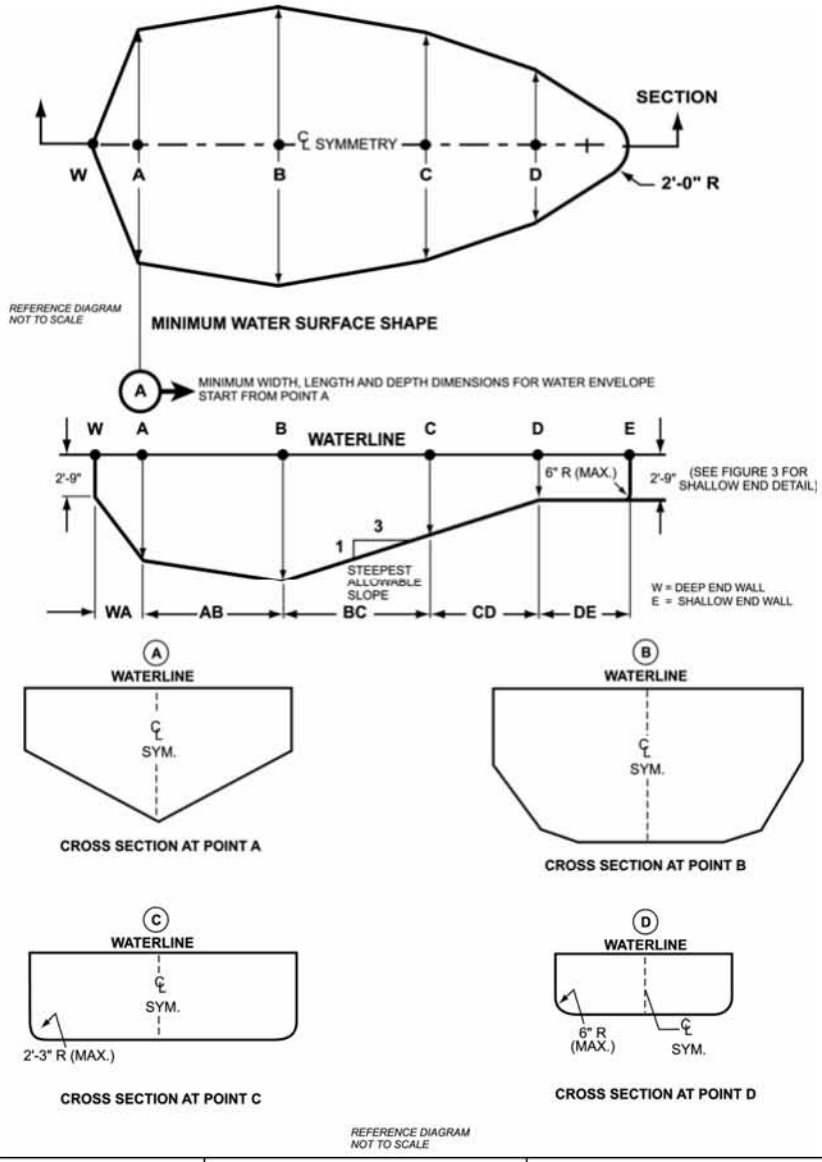
1014.1 General. Public spas shall be maintained under the supervision and direction of a properly trained operator who shall be responsible for the sanitation, safety, and maintenance of the spa, and all physical and mechanical equipment and records as required by the Health Department.

1014.2 Required postings. Rules and regulations for users and the occupancy load shall be posted in a conspicuous place.

SECTION 1015
OPERATING PERMITS

1015.1 General. A public spa shall not operate until the appropriate application has been submitted to the Health Department on the prescribed forms and a valid operating permit has been issued by the Health Department. The permit shall be renewed as required by the Health Department.

APPENDIX A
DRAWINGS AND DIAGRAMS



Pool type	Minimum depths at point				Minimum widths at point				Minimum lengths between points					
	A	B	C	D	A	B	C	D	WA	AB	BC	CD*	DE	WE
O	Manufactured diving equipment is prohibited													
I	6'-0"	7'-6"	5'-0"	2'-9"	10'-0"	12'-0"	10'-0"	8'-0"	1'-6"	7'-0"	7'-6"	Varies	6'-0"	28'-9"
II	6'-0"	7'-6"	5'-0"	2'-9"	12'-0"	15'-0"	12'-0"	8'-0"	1'-6"	7'-0"	7'-6"	Varies	6'-0"	28'-9"
III	6'-10"	8'-0"	5'-0"	2'-9"	12'-0"	15'-0"	12'-0"	8'-0"	2'-0"	7'-6"	9'-0"	Varies	6'-0"	31'-3"
IV	7'-8"	8'-6"	5'-0"	2'-9"	15'-0"	18'-0"	15'-0"	9'-0"	2'-6"	8'-0"	10'-6"	Varies	6'-0"	33'-9"
V	8'-6"	9'-0"	5'-0"	2'-9"	15'-0"	18'-0"	15'-0"	9'-0"	3'-0"	9'-0"	12'-0"	Varies	6'-0"	36'-9"

1. *Minimum length between points CD may vary based upon water depth at point D and the slope between points C & D.
2. Figure 3 drawings are not to scale. (For pool types, see Glossary.)

FIGURE 1

MINIMUM DIMENSIONS FOR RESIDENTIAL POOLS
WITH MANUFACTURED DIVING EQUIPMENT

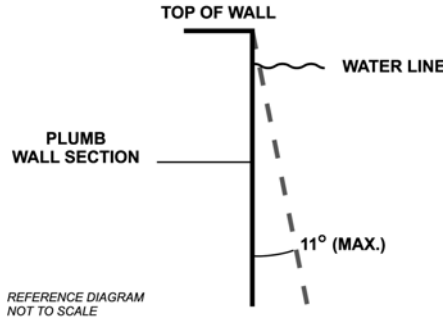


FIGURE 2
MAXIMUM ALLOWABLE WALL SLOPE

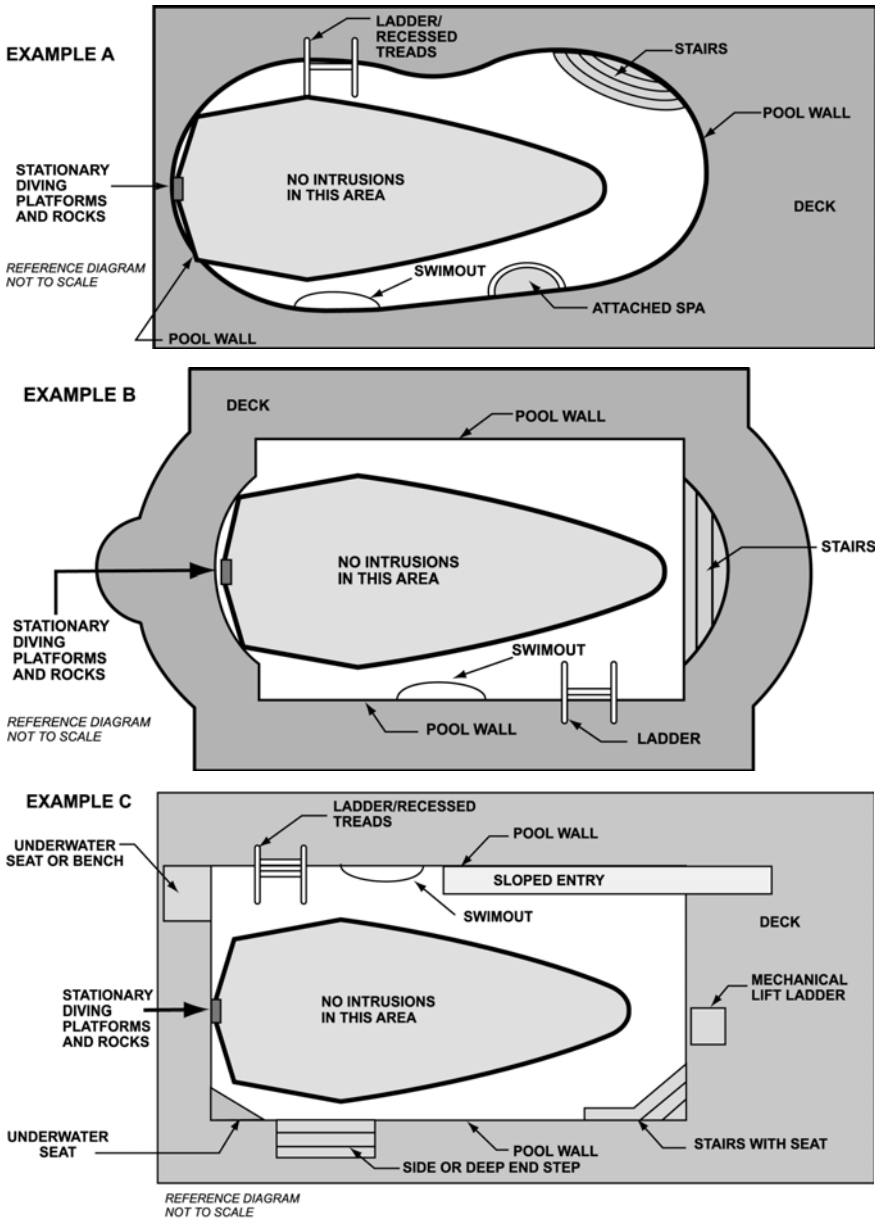


FIGURE 3
TOP VIEW EXAMPLES OF ACCESSORY EQUIPMENT AND POOL FEATURES
PROHIBITED IN THE WATER ENVELOPE FOR POOL TYPES I - V

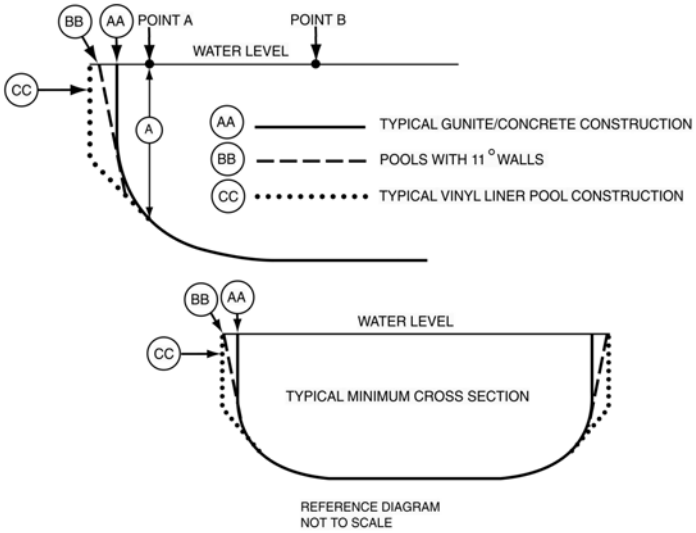


FIGURE 4

TYPICAL POOL DESIGN CONFIGURATIONS FOR VINYL, GUNITE AND CONCRETE CONSTRUCTION FOR POOL TYPES I - V

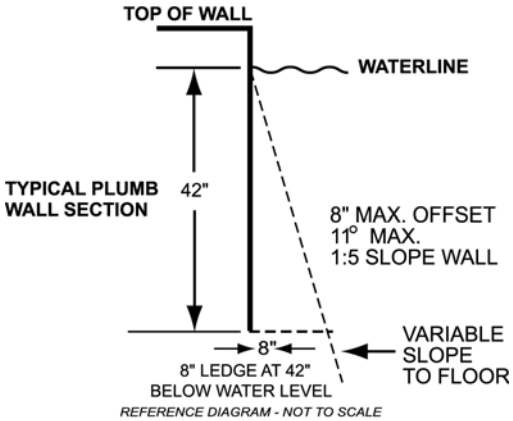


FIGURE 5

OFFSET LEDGES FOR POOL TYPE I – V POOLS

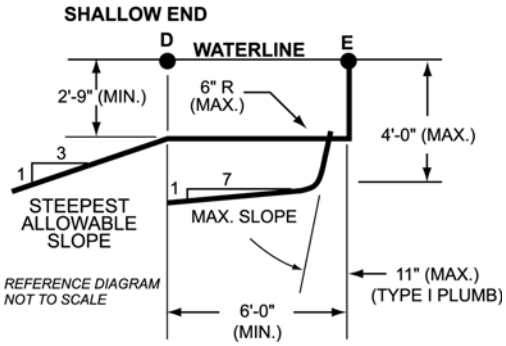
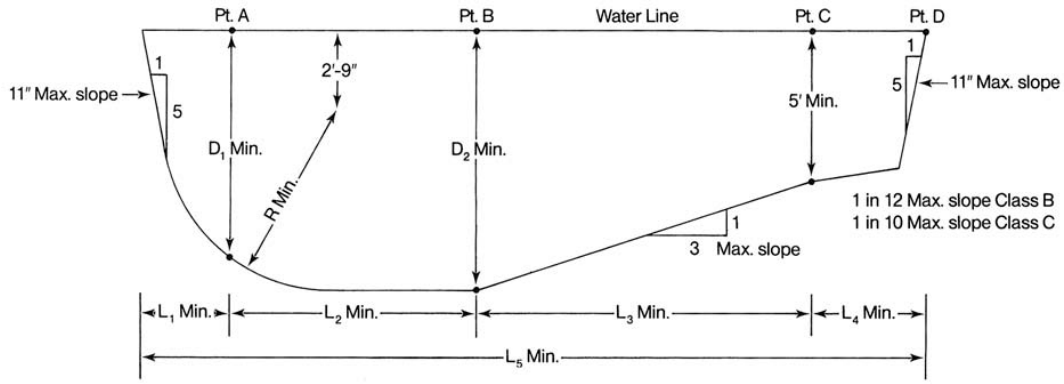


FIGURE 6

SHALLOW END DEPTHS FOR TYPE I – V POOLS



POOL TYPE	MINIMUM DIMENSIONS								MINIMUM WIDTH OF POOL AT:		
	D_1	D_2	R	L_1	L_2	L_3	L_4	L_5	PT.A	PT.B	PT.C
VI	7′-0″	8′-6″	5′-6″	2′-6″	8′-0″	10′-6″	7′-0″	28′-0″	16′-0″	18′-0″	18′-0″
VII	7′-6″	9′-0″	6′-0″	3′-0″	9′-0″	12′-0″	4′-0″	28′-0″	18′-0″	20′-0″	20′-0″
VIII	8′-6″	10′-0″	7′-0″	4′-0″	10′-0″	15′-0″	2′-0″	31′-0″	20′-0″	22′-0″	22′-0″
IX	11′-0″	12′-0″	8′-6″	6′-0″	10′-6″	21′-0″	0	37′-6″	22′-0″	24′-0″	24′-0″

FIGURE 7

MINIMUM DIMENSIONS FOR DIVING PORTION
OF CLASS B AND C POOLS

APPENDIX A

TABLE ONE

NOTE: Abbreviations used in this table refer to standards or specifications issued by the organizations identified below:

ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094
ANSI	American National Standards Institute 11 West 42rd Street, New York, NY 10036
ASME	American Society of Mechanical Engineers 345 East 47th Street, New York, NY 10017-2392
ASTM	American Society of Testing & Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959
CPSC.	The Consumers Product Safety Commission 4330 East West Highway Bethesda, MD 20814
IAPMO	International Association of Plumbing & Mechanical Officials 20001 South Walnut Drive Walnut, CA 91789
NEC	National Electrical Code (see NFPA)
NFPA	National Fire Protection Association One Batterymarch Park Quincy, MA 02169-7471
NSF	NSF International 3475 Plymouth Road P.O. Box 130140 Ann Arbor, MI 48101-0140
NSPI	National Spa & Pool Institute 2111 Eisenhower Avenue Alexandria, VA 22314
NSPF	National Swimming Pool Foundation 10803 Gulfdale, Suite 300 San Antonio, TX 78216
UL	Underwriters Laboratories 333 Pfingsten Road Northbrook, IL 60062-2096

TABLE TWO

MATERIALS AND STANDARDS

MATERIALS & APPLICATIONS	STANDARDS
Copper Tubing	ASTM B 88-03, Specification for Seamless Copper Tube
Welded Copper Tubing	ASTM B 477-02, Specification for Welded Copper Tube
ABS	ASTM D 1527-99-01(2005), Specification for Acrylonitrile Butadiene Stryrene (ABS) Plastic Pipe, Schedules 40 and 80
	ASTM D 2235-01, Specification for Solvent Cements for Acrylonitrile Butadiene-Styrene (ABS) Plastic Pipe and Fittings
PVC	ASTM 1785-04, Specification for Poly (vinyl chloride) (PVC) Plastic Pipe, Schedules 40, 80, 120
	ASTM D 2564-02, Specifications for Solvent Cements for Poly (vinyl chloride) (PVC) Plastic Pipe and Fittings
CPVC	ASTM D 2846/D, Specification for Chlorinated Poly (vinyl chloride) (CPVC) Plastic and Hot and Cold Water Distribution System
	ASTM D 2855-96 (2002), Specifications for Solvent Cements for Chlorinated Poly (vinyl chloride) (CPVC) Plastic Pipe and Fittings
PB	ASTM D 3309-96a (2002), Specification for Polybutylene (PB) Plastic Hot Water Distribution Systems
PEX	F877-02-01, Specification for Cross-Linked Polyethelene (PEX) Plastic Hot and Cold Water Distribution Systems
Steel Pipe Galvanized	ASTM 53/A, 53M-02, Specification for Pipe, Steel Black and Hot-Dipped, Zinc-Coated Welded and Seamless
Soldered Joints	ASTM B 828-02 Practice for Making Capillary Joints by Soldering of Copper and Copper Alloy Tube
Threaded Joints	ANSI/ASME B1.20.1-1983 (R2001), Pipe Threads, General Purpose (inch)

Suction Fittings	ANSI/ASME All 2.19.9.8m-1987 (R1996), Suction Fittings for Use in Swimming Pools, Wading Pools, Spas, Hot Tubs and Whirlpool Bathtub Appliances
Couplings or Hose	ASTM 564-04a Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings
Pump/Motors	NEMA MG1-2005 Motors and Generators
Pool/Spa Heaters	UL1261 Electric Water Heaters for Pools and Tubs
Equipment	NSF Standard 50 Circulation System Components for Swimming Pools, Spas or Hot Tubs
Water Supply	ASME A 112.1.2-1991 (R2002) Air Gaps in Plumbing Systems

ORDINANCE NO. (O)13-14

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA AMENDING CHAPTER 6, ARTICLE 6-2 ENTITLED "ELECTRICAL CODE" OTHERWISE KNOWN AS THE "2011 NATIONAL ELECTRIC CODE" AND AMENDMENTS THERETO; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, pursuant to ARS § 41-1346, this Ordinance is a public record with three copies of "Electrical Code", otherwise known as the "2011 National Electric Code" with amendments thereto on file in the office of the Town Clerk; and

WHEREAS, on December 6, 1995, the Town Council approved Ordinance No. (O)95-85, which adopted that certain document entitled, "Oro Valley Town Code, Chapter 6, "Building", as the sixth chapter of the official Town Code; and

WHEREAS, Chapter 6, Building, Article 6-2 is the Town of Oro Valley's Electrical Code; and

WHEREAS, on April 17, 2013, the Town Council adopted Resolution No. (R)13-28, making that certain document entitled the "Electrical Code" otherwise known as the "2011 National Electric Code", with amendments thereto a public record; and

WHEREAS, changes made to the Electrical Code were primarily due to errors in printed codes, coordination between codes, climate and geographic considerations, life and safety issues and local community issues.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that the certain document, known as "Electrical Code" otherwise known as the "2011 National Electric Code" as amended is hereby adopted.

NOW THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona as follows:

Section 1. Oro Valley Town Code, Article 6-2 is hereby amended with deletions in ~~strikethrough~~ and additions in all CAPS as follows:

6-2-1 Electrical Codes

A. The Town of Oro Valley's adopted electrical code is the ~~" 2005 National Electric Code"~~ "2011 NATIONAL ELECTRICAL CODE" as amended ~~and the "2006 International Code Council Electrical Code – Administrative Provisions" "2006 INTERNATIONAL CODE COUNCIL ELECTRICAL CODE – ADMINISTRATIVE PROVISIONS" as amended~~, three (3) copies of which are on file in the office of the Town Clerk of the Town of Oro Valley, Arizona

Section 2. Adopts by reference the 2011 National Electric Code is made a public record by Resolution No. (R)13-28.

Section 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

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Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

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Tobin Sidles, Interim Town Attorney

Date: _____

TOWN OF ORO VALLEY AMENDMENTS TO THE NATIONAL ELECTRICAL CODE, 2011 EDITION

The following provision of the National Electrical Code, 2011 Edition, as published by the National Fire Protection Association, is hereby amended as follows:

Revise Article 210.5 by deleting paragraph (C) and replacing it with the following:

(C) Identification of ungrounded Conductors. BRANCH CIRCUITS SHALL CONFORM TO THE FOLLOWING COLOR CODE.

VOLTS	PHASE	SYSTEM	PHASE A	PHASE B	PHASE C	GROUNDED CONDUCTOR
120/208	3	WYE	BLACK	RED	BLUE	WHITE
277/480	3	WYE	BROWN	ORANGE	YELLOW	GREY
120/240	3	DELTA	BLACK	ORANGE	RED	WHITE

EXCEPTION NO. 1: THIS COLOR CODING IS NOT REQUIRED IN RESIDENTIAL OCCUPANCIES
EXCEPTION NO. 2: FOR ADDITIONS TO EXISTING ELECTRICAL SYSTEMS WHERE A PREVIOUSLY APPROVED COLOR CODING SYSTEM EXISTS, THE EXISTING COLOR CODING SYSTEM MAY BE CONTINUED

At Article 210.11 (C), add new number (4) as follows:

(4) DISHWASHER/GARBAGE DISPOSAL BRANCH CIRCUITS. IN SINGLE FAMILY RESIDENTIAL OCCUPANCIES, A DISHWASHER AND GARBAGE DISPOSAL MAY BE ON THE SAME 20 AMPERE BRANCH CIRCUIT.

Revise Article 210.8 (A)(7) and (B)(5) as follows:

(A)(7) Sinks **OR SIMILAR FIXTURES**- located in areas other than kitchens where receptacles are installed within 1.8 m (6ft) of the outside edge of the sink **OR FIXTURE**

(B)(5) Sinks **OR SIMILAR FIXTURES** - where receptacles are installed within 1.8 m (6ft) of the outside edge of the sink **OR FIXTURE**

Revise Article 225.32 by adding exception No. 5 as follows:

***EXCEPTION NO. 5*: FOR FREESTANDING CANOPIES, CARPORTS, TOWERS, AND SIMILAR STRUCTURES, A BRANCH CIRCUIT DISCONNECTING MEANS SHALL BE PERMITTED TO BE LOCATED ELSEWHERE ON THE PREMISES. A BONDING CONDUCTOR SIZED IN ACCORDANCE WITH ARTICLE 250.122 SHALL BE RUN WITH THE CIRCUIT CONDUCTORS.**

At Article 230.70(B) add the following text:

(B) Marking. Each service disconnect shall be permanently marked to identify it as a service disconnect. **IDENTIFYING LABELS FOR DISCONNECTING MEANS SHALL HAVE ENGRAVED OR RAISED LETTERS AND BE SECURED BY SCREWS OR RIVETS.**

At Article 312.5 (C) add a 2nd exception as follows:

***EXCEPTION #2*: AT SURFACE-MOUNTED PANELBOARDS WHERE TOP OR BOTTOM ENTRY OF CONDUCTORS IS IMPRACTICAL, ENTRY THROUGH THE BACK OF THE PANELBOARD SHALL BE ALLOWED WHEN ALL OF THE FOLLOWING CONDITIONS ARE MET:**

(A) CONDUCTORS SHALL BE PROTECTED FROM ABRASION WHERE THEY PASS THROUGH THE PANEL ENCLOSURE
(B) CONDUCTORS SHALL REMAIN FULLY SHEATHED AND EXTEND NOT LESS THAN 1/4 INCH (6 MM) INSIDE THE PANEL ENCLOSURE
(C) CONDUCTORS SHALL BE SECURED WITHIN 8 INCHES (200 MM) OF THE PANELBOARD OPENING
(D) THE OPENING TO THE PANELBOARD SHALL BE SEALED WITH A FIRE-RATED MATERIAL LISTED FOR NOT LESS THAN ONE HOUR

Town Council Regular Session **Item # 3.**

Meeting Date: 05/15/2013
Requested by: Hillary Turby
Submitted By: Hillary Turby, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO INITIATE A ZONING CODE AMENDMENT TO SECTION 27.3, PUBLIC ARTWORK PROVISIONS; UPDATE ON PUBLIC ART ACTIVITIES

RECOMMENDATION:

Staff recommends initiation of an amendment to Section 27.3 of the Zoning Code to revise and expand the definition of Public Art, establish a "call to artists" process and amend the review and approval process for public art.

EXECUTIVE SUMMARY:

As requested by Council, this item is to initiate a zoning code amendment to improve, strengthen and clarify the public artwork provision of the Zoning Code.

The Council may wish to discuss and possibly take action to initiate a Zoning Code amendment to Section 27.3, Public Artwork Provisions (see Attachment 1). If initiated, the scope of the code amendment would include revisions to the definition of "public art", improvements to the selection and approval process for public art design proposals, and other minor updates of the Code requirements related to public art.

BACKGROUND OR DETAILED INFORMATION:

In 1997, the Town established a 1% Public Art Program, which requires that commercial developers and the Town set aside one percent of a project's total budget for the creation of public art. The purpose of the Town's Public Art requirement is to implement the General Plan Arts and Culture Element and support the cultural and educational enrichment of citizens and visitors to Oro Valley through the creation of artwork that is accessible to the public. By passing the public art mandate, Oro Valley signaled an ongoing commitment to create culturally enriched surroundings that enhance the quality of life for all who live, work and play in the town.

Since its implementation in 1997, the Town's 1% provision for public art has resulted in the installation of over 300 pieces of artwork throughout the Town's public and commercial spaces.

Since the last update of the Public Artwork provisions, various code changes have been identified to further clarify and strengthen the provisions already in place. Some of those potential changes include expanding the definition of "public art", revising the selection and approval process, and requiring identification plaques for each artwork. The goal of this code amendment is to improve the existing provisions to ensure the continued high quality of the Town's public art collection. The code amendment

would:

• **Broaden definition of “public art”**
The definition of “public art” as defined in Section 27.3 indirectly restricts type and medium of public art. A revision of this definition would expand available mediums and representations of public art throughout the Town.

• **Improve the selection process**
In an effort to improve the quality and diversity of public art design proposals, staff recommends improving the artist/design selection process for new public art. In instances where the artwork budget would exceed a certain threshold a “call to artists” process would be used. A Public Art Committee could be responsible for the selection process (composition of this committee may be made up of CDRB members, SAACA representatives, and or other members of the public). This Committee would review responses to an open and competitive "call to artists" and make recommendations based on code-derived review criteria. An open and competitive process will significantly promote a diversity of artworks and artists. As the Town continues to grow, so should the quality and diversity of the Town’s public art.

• **Revise the review and approval process**
Hand-in-hand with the selection process, the review and approval process of the Town’s public art applications should be amended to continue to improve quality and transparency. The code-based review criteria should be amended to clarify goals of public art design. Artist applications will be evaluated to determine whether the artist(s) involved possess the creativity, technical skill, and experience required to complete a public art project.

• **Require value confirmations**
The budget for public artwork is established based on one percent (1%) of the building permit valuation for the project. Currently, however, there is no standard for ensuring the value of proposed public art matches the 1% budget. The code should be amended to ensure that public art is valued fairly and reasonably. The timing of this information with the design application may need to be required to ensure that projects meet the Town’s 1% Code requirement.

• **Require identification plaques**
Identification and acknowledgment of the Town’s public art should be an essential part of the Town’s public art program. Required plaques will not only give artists the recognition they deserve, but will serve to publicize the Town’s public art program and its commitment to arts and culture. This requirement would apply to all new public art pieces. Requiring and funding plaques for existing art is a different challenge that would be pursued outside the code amendment process, similar to the items listed below.

Associated with strengthening the Town's public art requirement, additional administrative efforts are under consideration related to public art:

• **"Mayor’s Award"**
The Town could create an award program to recognize one individual or arts organization for their contributions to the community through the demonstration of excellence in the arts. Recipients would be selected from nominations by the public at large. The specifics of this program are still being developed.

• **Grants**
1. Obtain Grants for Public Art Work and Programs
The Town may further its Public Art Program by pursuing grant funding. Potentially, grant funding could be used for new pieces, as well as continued assessment and maintenance programs.
2. Maintenance Assistance Grants
A public art maintenance assistance program could be made available to the Oro Valley business community to support the ongoing maintenance of their public art. This concept and the staff resources that would be required are being evaluated; however, the Town recognizes the continued cost of

maintaining artwork and may consider the use of Town funds or other resources to ensure that works remain in good condition. Grant recipients would be chosen based on need through an open application process.

Beyond the above referenced code amendments, and additional policy items identified above, the following measures are currently being implemented by the Town to enhance and publicize the Town's public art program:

• **Virtual Art Gallery**
In conjunction with the Town's updated website, a Virtual Art Gallery has been implemented on the Economic Development website to publicize the 1% program and to celebrate the Town's extensive art collection. The virtual tour can be found at: http://www.orovalleyaz.gov/business/virtual-art-gallery

• **Maintenance**
Over the last six months a thorough assessment of each of the Town's public art was performed to identify maintenance and repair needs. Resources provided by the Public Art Network (PAN), a professional network dedicated to advancing public art programs, were used to help define maintenance needs. Additionally, the Town has contracted with qualified firms for the purpose of repairing Town-owned art.

In combination the above referenced code amendments and additional public art measures will ensure the continuance of high quality public art submissions, installation, and maintenance.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to initiate an amendment to Section 27.3 of the Zoning Code to revise to expand the definition of Public Art, establish a "call to artists" process and amend the review and approval process for public art.

Attachments

Attachment 1 - Section 27.3

Section 27.3 Public Artwork Provisions

A. Purpose

The purpose of these public artwork requirements is to implement the General Plan Arts and Culture Element and support the cultural and educational enrichment of the citizens and visitors to Oro Valley through the creation of artwork that is accessible to all members of the community. The Town seeks enhancements to community beauty, artistic entertainment and enrichment for all its residents and visitors, and education in and through the arts.

((O)11-15, Amended, 5/18/11)

B. Applicability

1. Public artwork is a required element of new private and public construction projects in Oro Valley as specified in this section.

2. Artwork projects created for private development as a result of the requirements of this section shall be privately owned and included in all nonresidential development projects, including religious institutions and nonprofit organizations, with the exception of communication facilities, utility installations and similar projects as determined by the Planning and Zoning Administrator.

3. All projects where public artwork has not been provided in accordance with Town Council requirements and legal nonconforming uses that propose twenty-five percent (25%) or more cumulative addition or structural modifications, such as changes in square footage, gross floor area, and building facade, shall meet the requirements of this section.

4. Public artwork is required for all new public construction projects involving construction costs over fifty thousand dollars ($50,000), with the following exceptions:

   i. Public art expenditure is not legally permissible due to the constraints imposed by the funding mechanism;

   ii. Maintenance projects such as surface treatments;

   iii. Safety improvements such as sidewalks and overlays with shouldering for bike lanes;

   iv. Significant budgetary constraints necessitate cost reduction, subject to Town Council approval.

((O)11-15, Amended, 5/18/11)

C. Artwork Budget

1. A budget for public artwork shall be established based on one percent (1%) of the building permit valuation for the project, including all phases of a multi-phase project. The itemized budget and a copy of the contract or agreement with the artist shall be submitted for Town review. The budget shall be spent on the design, fabrication, installation, and the Town review process of public artwork for the project.

2. For applicable public construction projects, one percent (1%) of the project construction cost shall be used for public artwork.

3. If specifically approved by the Planning and Zoning Administrator, artwork budgets may include integrated pedestals, bases, walls, utility extensions and architect's fees exclusively required for the artwork.

4. Artwork budgets shall not be used for normally required improvements and development costs, including but not limited to land acquisition, grading, paving, sidewalks and landscaping.

5. For multi-phase projects, an updated public artwork budget, based on the most current building valuation tables, will be submitted for each phase at the time of application for public artwork approval.

((O)11-15, Amended, 5/18/11)

D. Fee in Lieu of Public Art

1. If the building permit valuation is less than one million dollars ($1,000,000), the owner/developer may elect to contribute the one percent (1%) to the Town of Oro Valley as an in-lieu fee. It shall be earmarked specifically for public artwork projects.

2. If the building permit valuation is ten million dollars ($10,000,000) or more, the owner may elect to contribute that portion of the one percent (1%) over one hundred thousand dollars ($100,000) to the Town of Oro Valley earmarked specifically for public artwork projects.

3. A portion of the one percent (1%) may also be used to construct on-site performing art facilities used for and by the public for the promotion and production of the arts.

4. The in-lieu fees paid to the public art fund may be used for the maintenance of publicly owned artwork.

((O)11-15, Amended, 5/18/11)

E. Design and Location Requirements

1. Public artwork shall be designed by an artist, as defined in Chapter 31. If a design team is employed to create public artwork, at least one (1) team member shall be an artist as defined in Chapter 31.

2. Public artwork shall not include any of the following unless specifically allowed by the Conceptual Design Review Board and the item is designed by an artist: architectural elements or structural parts of a building or other structure; fixtures or features such as grates, shade screens, streetlights, benches, signs, and bike racks. Designs of such items shall clearly result in artistic expression beyond the normally anticipated functional appearance.

3. Public artwork shall be in an area easily accessible and clearly visible to the general public. The location shall allow for unrestricted viewing from a variety of vantage points.

4. Public artwork may be located on a publicly viewable building facade, provided such location improves overall public accessibility to the artwork.

5. Artwork may be located within a building subject to Conceptual Design Review Board approval. The applicant shall demonstrate to the satisfaction of the Conceptual Design Review Board that the interior location for artwork provides equal or superior public access relative to outdoor locations. Indoor locations shall be readily accessible to the public such as lobbies and entryways and shall be accessible to the public for a minimum of forty (40) hours each week.

6. The location of public artwork shall be indicated on the landscape plan, development plan, plat or other appropriate document as determined by the Planning and Zoning Administrator.

7. Public artwork shall be permanent and fixed, and may be integrated with the work of other design

professionals.

8. Public artwork shall not be located in sight visibility triangles.

9. Location of art in a proposed or existing Town right-of-way shall be approved by the Town Engineer.

10. Off-site locations within the Town for public artwork may be approved by the Town Council, upon review and recommendation by the Conceptual Design Review Board.

11. The Planning and Zoning Administrator may determine that the proposed public art location is remote and that public access to or visibility of the public art will be severely limited. This determination may result in the property owner electing to utilize the in-lieu option as outlined in subsectionD of this section. The in-lieu fee provision may be applied to all or a portion of the one percent (1%) contribution for public artwork.

((O)11-15, Amended, 5/18/11)

F. Installation and Maintenance

1. Public artwork shall be installed, inspected and certified complete prior to the issuance of a final certificate of occupancy. If a certificate of occupancy has previously been issued, any business license or other Town approvals shall not be granted until public artwork installation is complete.

2. An artwork installation schedule, addressing timing, budget allocation, artwork location(s), and specific details for each phase of a phased development project, shall be submitted for review by the Planning and Zoning Administrator. Each development phase shall include public artwork allocated proportionally to building valuation as determined by the Planning and Zoning Administrator.

3. Public artworks must remain on public display under optimum conditions in which they were originally installed.

4. The installation of the artwork will be done in a manner that will protect the artwork and the public. The general safety and permanence of artwork installation shall be inspected as determined by the Town Building Official, Town Engineer and the Planning and Zoning Administrator. Incomplete or unsafe installations shall not be approved.

5. Artwork projects may have a small plaque not to exceed eighty (80) square inches in size identifying the work, artist and contributors.

6. Continued maintenance of the artwork shall be the responsibility of the property owner. The artwork shall be maintained to preserve its intended appearance as specified in the approved application. Faded paint, missing or damaged parts, or deteriorated finishes represent unacceptable maintenance conditions.

7. The original artist shall be offered the opportunity to provide maintenance and repair services for the artworks they create. If the original artist will not be maintaining the artwork, documentation of the property owner's request to the artist for maintenance and repair services shall be submitted with the maintenance plan required in subsection F.8 of this section.

8. A maintenance plan specifying the party(ies) intended to complete repairs shall be submitted with the application for public artwork approval. If the party identified to perform maintenance and repairs is not the original artist, a statement of the individual's qualifications to repair and maintain public artwork shall be submitted with the maintenance plan. Qualified individuals shall have experience working with the media and materials used in the artwork.

9. Public artwork responsibilities shall transfer from property owner to property owner.

10. The property owner shall be responsible for the services and utilities necessary to operate and/or maintain public artworks over time.

11. The property owner shall provide evidence of insurance in a minimum amount equal to the purchase and installation costs of the public artwork.

12. Replacement of missing or damaged public artworks is required, unless the property owner provides documentation that shows that the artwork was properly maintained in accordance with the approved maintenance plan. Property owners are required to respond to inquiries from the Town regarding damaged or missing public artwork within fifteen (15) days of written notice.

13. Failure to maintain the artwork, as determined by the Planning and Zoning Administrator, shall constitute a violation of this code, and/or cause liens against the real property.

14. Public artwork cannot be permanently removed, relocated or altered in any way without the review and approval of the Conceptual Design Review Board, as long as the establishment remains open for business or maintains an Oro Valley business license.

15. In the event public artwork must be temporarily moved or altered due to construction or other activity, the property owner shall submit in writing a request to the Planning and Zoning Administrator detailing the purpose, time frame, and intended temporary location for the artwork. Only the individual identified in the maintenance plan shall be permitted to move or alter public artwork. The request must be approved by the Planning and Zoning Administrator prior to movement or alteration of the artwork. The artwork shall be returned to its original location.

((O)11-15, Amended, 5/18/11)

G. Processing

1. Public artwork shall be reviewed in a two (2) step process: conceptual review and final review. Conceptual public artwork shall be reviewed by the Conceptual Design Review Board and final public art submittals shall be reviewed by Town staff.

2. Public artwork for public construction projects shall be reviewed by the Conceptual Design Review Board. Timing for public construction projects' artwork conceptual and final review by the Conceptual Design Review Board shall be determined by the Town Engineer and the Planning and Zoning Administrator.

3. The conceptual design review of artwork shall assess artist qualifications, conceptual artwork design and artwork location(s) as provided in subsection E of this section. Conceptual review and approval are required prior to completion of a final review by Town staff.

4. Subsequent to conceptual review, the Planning and Zoning Administrator (PZA) shall complete a final review. The applicant shall provide information on the artwork's final design and a maintenance plan per subsection F.8 of this section in sufficient detail to permit the Commission to completely evaluate the application using the standards and criteria included in subsection H of this section. Changes to the approved artwork design or the approved maintenance plan shall require approval of the PZA.

5. Project completion shall be certified by the acceptable installation of the approved artwork and submittal by the property owner of a certification package including the following: a statement that the artwork, artist and site

meet the criteria established by the ordinance codified in this section, the date on which the installation was completed, and an itemized account of the expenses incurred in fulfilling the requirements of the ordinance codified in this section. Certification shall be completed before the Town issues a final certificate of occupancy.

6. For existing development, previously approved projects, subsequent phases of phased projects, or projects that do not require a landscape plan, final review of public artwork shall be approved prior to the issuance of the building permit.

7. Decisions of the Town Council on conceptual art shall be final.

((O)11-15, Amended, 5/18/11)

H. Review Criteria

Public art is an integral element of project design and contributes to the overall quality of life for Oro Valley residents and visitors. Public art contributes to a sense of place, defines and reinforces community identity, and reflects the unique character of the Town.

The Conceptual Design Review Board shall assess individual applications based on conformance with the adopted design standards – Addendum A of the Zoning Code and fulfillment of the following principles:

1. Public art should serve as a distinctive and integral element in the overall design of a project or development.

2. Public art should relate to the context and character of the project. Where appropriate, public art may employ themes associated with activities within the development.

3. Public art should relate to the historical, cultural or natural context of the project area, the neighborhood or the Town.

4. Public art shall not include corporate advertising elements of a business including colors, graphics, logos or other representations of corporate identity.

5. Public art shall be designed to prevent hazards to the public. Durability and safety of materials shall be considered including potential areas of excessive wear or damage, which shall be mitigated.

6. Potential obstructions, including landscape materials at maturity or future construction, shall be considered when locating public art.

7. Public art shall be original and not duplicate existing artwork in the Town and shall conform to community standards.

((O)11-25, Amended, 10/5/11; (O)11-15, Amended, 5/18/11; (O)11-06, Amended, 3/2/11; (O)08-23, Added, 12/3/08)

Town Council Regular Session **Item # 4.**

Meeting Date:	05/15/2013		
Requested by:	Tobin Sidles	**Submitted By:**	Caroline Standiford, Legal
Department:	Legal		

Information

SUBJECT:

PUBLIC HEARING: ORDINANCE NO. (O)13-15, AMENDING THE ORO VALLEY TOWN CODE SECTION 3-2-5, TOWN ATTORNEY

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The purpose of this amendment to the Oro Valley Town Code is to reflect the changes necessitated by reorganization of the Town Attorney's Office. The former Town Attorney's duties have been divided between two new positions: the Legal Services Director and the Contract Town Attorney. Town Prosecutor and Interim Town Attorney Tobin Sidles will become the Legal Services Director and will report to the Town Manager.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

It is anticipated that this change will have no fiscal impact to the FY 2013/14 budget.

SUGGESTED MOTION:

I MOVE to adopt Ordinance No. (O)13-15, amending Oro Valley Town Code section 3-2-5, Town Attorney.

Attachments

(O)13-15 Amending Section 3-2-5 Town Attorney

ORDINANCE NO. (O)13-15

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AMENDING CHAPTER 3, ADMINISTRATION OF THE ORO VALLEY TOWN CODE, AT SECTION 3-2-5, TOWN ATTORNEY; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, on September 27, 1989, the Mayor and Council approved Ordinance No. (O) 89-21, adopting that certain document entitled "Oro Valley Town Code, Chapter 3, Administration"; and

WHEREAS, from time to time it is necessary for the Town of Oro Valley to reorganize its departments to improve efficiency; and

WHEREAS, the Town Council wishes to re-allocate authority within the Legal Department to the new, Legal Services Director, and a contract Town Attorney.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that:

SECTION 1. Section 3-2-5 of the Oro Valley Town Code is hereby amended to read as follows, with additions being shown in ALL CAPS and deletions being shown in ~~strikethrough text~~:
3-2-5 Town Attorney

A. The ~~Town Attorney~~ LEGAL SERVICES DIRECTOR shall act as the legal counselor and advisor ~~of~~ TO THE COUNCIL AND ~~other~~ Town officials and, as such, shall give ~~an~~ opinion~~s~~ in writing when requested; shall draft all deeds, contracts, conveyances, ordinances, resolutions and other legal instruments when required ~~by the Council~~; shall approve as to form, in writing, all drafts of contracts and all official or other bonds before final approval or acceptance thereof by the Council; shall return within fourteen (14) days all ordinances and resolutions submitted for consideration by the Council, with notes referencing approval or disapproval as to form, together with reasons therefore; shall supervise the prosecution and defense, or cause to be prosecuted and defended, all criminal and civil suits, actions or causes where the Town is a party and shall report to the Council, when required, the condition of any suit or action to which the Town is a party; and shall have the authority to settle all claims against the Town of Oro Valley valued at less than ten thousand dollars ($10,000) in accordance with Section 3-7-1(A) of this code. NOT WITHSTANDING THIS SECTION, FOR THE PURPOSES OF THE TOWN CODE, ORO VALLEY ZONING CODE REVISED AND ALL OTHER TOWN POLICIES AND

PROCEDURES WHEREVER THE TERM TOWN ATTORNEY IS USED IT SHALL MEAN THE LEGAL SERVICES DIRECTOR.

The ~~Town Attorney~~ LEGAL SERVICES DIRECTOR is appointed ~~and~~ by the ~~may be terminated by the Council~~ TOWN MANAGER ~~pursuant to any employment agreement~~. An annual evaluation shall be conducted by the ~~Council in consultation with the~~ Town Manager.

B. THE CONTRACT TOWN ATTORNEY SHALL ACT AS THE LEGAL COUNSELOR AND ADVISOR TO THE COUNCIL FOR ALL TOWN COUNCIL MEETINGS AND SPECIAL PROJECTS AS SET FORTH BY CONTRACT. THE CONTRACT TOWN ATTORNEY SHALL SERVE AT THE PLEASURE OF THE COUNCIL UNDER THE TERMS OF THE CONTRACT.

SECTION 2. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath. Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

Town Council Regular Session **Item # 5.**

Meeting Date: 05/15/2013

Requested by: Tobin Sidles **Submitted By:** Caroline Standiford, Legal

Department: Legal

Information

SUBJECT:

PUBLIC HEARING: ORDINANCE NO. (O)13-16, AMENDING THE ORO VALLEY TOWN CODE SECTION 3-2-1, TOWN MANAGER

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The purpose of this amendment to the Oro Valley Town Code is to reflect the changes necessitated by reorganization of the Town Attorney's Office. Because the former Town Attorney's duties and reporting structure are different for the new Contract Town Attorney and the Legal Services Director, certain changes to the Town Manager's duties are necessary.

BACKGROUND OR DETAILED INFORMATION:

The Legal Services Director will now be responsible for the duties of the former Town Attorney except for attendance at Council Meetings and special projects that will be handled by the Contract Town Attorney under the terms of the contract. Additionally, the Contract Town Attorney will report directly to the Mayor and Town Council, and the Legal Services Director will report directly to and be evaluated by the Town Manager.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to adopt Ordinance No. (O)13-16, amending Oro Valley Town Code section 3-2-1, Town Manager.

Attachments

(O)13-16 Amending Section 3-2-1 Town Manager

ORDINANCE NO. (O)13-16

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AMENDING CHAPTER 3, ADMINISTRATION OF THE ORO VALLEY TOWN CODE, AT SECTION 3-2-1, TOWN MANAGER; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, on September 27, 1989, the Mayor and Council approved Ordinance No. (O) 89-21, adopting that certain document entitled "Oro Valley Town Code, Chapter 3, Administration"; and

WHEREAS, from time to time it is necessary for the Town of Oro Valley to reorganize its departments to improve efficiency; and

WHEREAS, the Town Council wishes to re-allocate authority within the Legal Department to the new, Legal Services Director, and a contract Town Attorney; and

WHEREAS, the re-allocated authority in the new Legal Services Department needs to be updated under the Town Manager's powers and duties listed in Section 3-2-1 (H)(2) of the Oro Valley Town Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that:

SECTION 1. Section 3-2-5 of the Oro Valley Town Code is hereby amended to read as follows, with additions being shown in ALL CAPS and deletions being shown in ~~strikethrough text~~:

3-2-1 Town Manager

H. Powers and Duties. The Town Manager shall be the administrative officer of the Town government and shall be responsible to the Council for the proper administration of all affairs of the Town under the specific direction and control of the Council. In addition to the general powers as the chief administrative officer and not as a limitation thereon, it shall be the Manager's responsibility and authority:

2. To appoint and, when necessary, suspend or remove employees of the Town including the Town Planning and Zoning Director, Town Finance Director, Town Building Official, Town Clerk, Town Engineer, Human Resources Director, Water Utility Director, Parks and Recreation Director, ~~and~~ Information Technology Director, AND LEGAL SERVICES

DIRECTOR. The Town Marshall/Chief of Police and THE CONTRACT Town Attorney shall be appointed and terminated by the Town Council.

SECTION 2. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath. Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

Town Council Regular Session **Item # 6.**

Meeting Date: 05/15/2013

Requested by: Julie Bower **Submitted By:** Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

PUBLIC HEARING: ORDINANCE NO. (O)13-17, AMENDING THE ORO VALLEY TOWN CODE SECTION 3-6-7, POWERS AND DUTIES OF THE PARKS AND RECREATION ADVISORY BOARD

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The title of the director of the Parks and Recreation Department has been changed from "Parks, Recreation, Library and Cultural Resources Director" to Parks and Recreation Director. The purpose of this amendment is to reflect that title change in Section 3-6-7 and any other sections of the Town Code where it appears.

BACKGROUND OR DETAILED INFORMATION:

The title of the director of the Parks and Recreation Department was changed from "Parks and Recreation Director" to "Parks, Recreation, Library & Cultural Resources Director" in February, 2011. The proposed ordinance would change the title back to its original wording.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to adopt Ordinance No. (O)13-17 , amending Section 3-6-7 of the Oro Valley Town Code.

Attachments

(O)13-07 Amending Section 3-6-7

ORDINANCE NO. (O)13-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AMENDING CHAPTER 3, ADMINISTRATION OF THE ORO VALLEY TOWN CODE, AT SECTION 3-6-7 POWERS AND DUTIES OF THE PARKS AND RECREATION BOARD; AND REPEALING ALL RESOLUTIONS, ORDINANCES, AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; AND PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, on September 27, 1989, the Mayor and Council approved Ordinance No. (O) 89-21, adopting that certain document entitled "Oro Valley Town Code, Chapter 3, Administration"; and

WHEREAS, now that the Town has transferred control of the Library to Pima County there are certain changes necessary to reflect this change; and

WHEREAS, from time to time it is necessary for the Town of Oro Valley to reorganize its departments to improve efficiency; and

WHEREAS, the Town Council wishes to update the powers and duties of the Parks and Recreation Advisory Board to reflect changes to the Parks and Recreation Department.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Council of the Town of Oro Valley, Arizona that:

SECTION 1. Section 3-6-7 of the Oro Valley Town Code is hereby amended to read as follows, with additions being shown in ALL CAPS and deletions being shown in ~~strikethrough text~~:

3-6-7 Powers and Duties of the Parks and Recreation Advisory Board

A. To act in an advisory capacity to the Town Council in matters pertaining to parks and recreation, parks design, open space and trail use (prior to the review comments being submitted to other boards, commissions or the Council). The board's powers shall be limited to an advisory role with the Parks AND Recreation~~, Library and Cultural Resources~~ Director and/or the Town Council and shall not provide directions to Town employees regarding the activities of staff, parks operations or recreation programs.

B. As with any board, commission or committee, all requests for use of any Town staff time and resources must be approved by the Town Manager or his or her designee.

C. Give advice to the Town Council and the Parks AND Recreation~~, Library and Cultural Resources~~ Director for general priorities at budget time for those items (other than administrative functions as determined by the Town Manager and the Department Head) relating to park development and recreation programs. This involves a yearly review and update of the five (5) year plan for park land acquisition and capital improvements as prepared by the Parks AND Recreation~~, Library and Cultural Resources~~ Director.

SECTION 2. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions or Motions of the Council in conflict with the intent and provisions of this Ordinance are hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 15th day of May, 2013.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath. Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Sidles, Interim Town Attorney

Date: _____

Town Council Regular Session **Item # 7.**

Meeting Date: 05/15/2013

Requested by: Stacey Lemos **Submitted By:** Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING WHETHER TO REIMBURSE GENERAL FUND CONTINGENCY RESERVES USED TO PAY FOR TUCSON ELECTRIC POWER (TEP) UNDERGROUNDING COSTS OF $2.1 MILLION

RECOMMENDATION:

Given the increased revenues from construction activity seen by the Town this fiscal year and projected into next fiscal year, staff does not feel it is necessary to pay back the General Fund contingency reserves for the $2.1 million cost of TEP undergrounding through the implementation of additional revenues; however, this is a Council policy decision.

EXECUTIVE SUMMARY:

At its January 16, 2013 Town Council meeting, Council authorized the use of $2.1 million in General Fund contingency reserves to pay the costs of undergrounding TEP utility lines at various locations within the Town. Several Councilmembers have requested tonight's agenda item to discuss whether to pay back the $2.1 million cost of TEP undergrounding to the contingency reserves and if so, what options exist to facilitate this payback.

BACKGROUND OR DETAILED INFORMATION:

The authorized use of contingency reserves from the General Fund to pay for TEP undergrounding costs is an allowable use of these funds under current adopted Town policy. Town policy also does not require these reserves to be replenished unless the balance is expected to fall below the required minimum level of 25% of adopted expenditures in the General Fund.

It is estimated that the FY 2012/13 year-end reserve balance will be approximately $10.2 million in the General Fund, after expending the full amount of the $2.1 million cost for undergrounding. This year-end reserve estimate is at 39% of adopted expenditures, or $3.6 million above the minimum balance required per Town policy at 25% of adopted expenditures, or $6.6 million.

Historically, the Town has maintained healthy contingency reserves meant to provide for emergency situations, unanticipated cost increases, revenue declines or unforeseen opportunities and contingencies. The table below shows year-end reserve amounts in the General Fund for the past ten (10) years:

Fiscal Year	Reserve Amount
2012/13 Est.	$10,199,801

2011/12	$11,401,649
2010/11	$11,007,138
2009/10	$11,904,429
2008/09	$15,940,438
2007/08	$16,666,388
2006/07	$18,477,706
2005/06	$14,363,491
2004/05	$11,744,272
2003/04	$9,384,539

During this time, the Town has not experienced a situation where the reserves fell below the minimum required threshold and had to be replenished.

Staff recently presented the 5-Year Financial Forecast for the General Fund at the May 1, 2013 Council meeting, which demonstrated a structurally balanced fund with steady revenue growth tied to increased construction activity and an overall recovering local economy. The existence of this positive growth, paired with continued efforts to maintain appropriate cost control over our expenditures creates the opportunity to build the contingency reserves over time without the implementation of additional revenue sources or further reduction in expenditures. It is important to note that this financial forecast is based on the Town's current level and scope of services. It is likely that additional revenues would be necessary to support increased levels of service in the future.

FISCAL IMPACT:

Should Council wish to pay back the General Fund contingency reserves the $2.1 million in undergrounding costs, revenues would need to exceed expenditures by this amount over a designated period of time ("payback period"). This can be accomplished by raising revenues or reducing expenditures by $2.1 million, or a combination of both until the reserves are paid back. Should Council wish to consider increasing revenues through increased or added taxes or fees, the Town is required to provide 60-day public notice of intent to increase taxes or fees before taking action.

SUGGESTED MOTION:

I move to...