

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
July 2, 2014
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

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

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

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. Presentation from the Arizona Department of Transportation (ADOT) providing an update on the SR 77 (Oracle Road) widening from Tangerine Road to Pinal County

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - June 18, 2014
- B. Fiscal Year 2013/14 Financial Update through May 2014
- C. Cancellation of the July 16, 2014 Regular Town Council Meeting
- D. Request for approval of a block plat amendment for portions of Innovation Park, within Rancho Vistoso Neighborhood 3, located north of Tangerine Road between Innovation Park Drive and Oracle Road

- E. Request for approval of a revised Final Plat for the Rancho de Plata subdivision, located on the west side of La Cholla Boulevard, south of Tangerine Road
- F. Request for approval of a Final Plat for Block 2 of the Maracay at Vistoso subdivision, located south of the Pebble Creek Drive and La Canada Drive intersection
- G. Request for approval of a Final Plat for a 36 lot single-family development, located north of Tortolita Mountain Circle and east of Hohokam Village Place, Rancho Vistoso Neighborhood 11
- H. Resolution No. (R)14-37, authorizing and accepting a land donation of a half-acre residential lot in the Canada Del Oro Estates subdivision, located on the south side of Lambert Lane and west of 1st Avenue
- I. Resolution No. (R)14-38, authorizing and approving an intergovernmental agreement between the Town of Oro Valley and Pima County regarding payment for the incarceration of municipal prisoners
- J. Resolution No. (R)14-39, authorizing and approving a High Intensity Drug Trafficking Area Grant Agreement with the City of Tucson, allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance
- K. Resolution No. (R)14-40, 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
- L. Resolution No. (R)14-41, authorizing and approving an intergovernmental agreement between the Town of Oro Valley Police Department and the Arizona Department of Public Safety for participation in the Gang Immigration and Intelligence Team Enforcement Mission (GIITEM)

REGULAR AGENDA

- 1. DISCUSSION AND POSSIBLE ACTION TO APPROVE A REQUEST BY WLB GROUP FOR THE KAI NARANJA DEVELOPMENT, LOCATED EAST OF IRONWOOD RIDGE HIGH SCHOOL ON THE SOUTH SIDE OF NARANJA DRIVE, TO UTILIZE THE MODIFIED REVIEW PROCESS ENABLED IN THE ENVIRONMENTALLY SENSITIVE LANDS (ESL) SECTION OF THE ZONING CODE
- 2. RESOLUTION NO. (R)14-42, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY
- 3. AUTHORIZATION OF FUNDING FOR TOWN FACILITY SPACE NEEDS
- 4. DISCUSSION AND POSSIBLE ACTION REGARDING TEMPORARY SIGN RELIEF FOR BUSINESSES FRONTING ORACLE ROAD (SR-77) IMPACTED BY THE CURRENT STREET CONSTRUCTION PROJECT

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: 6/25/14 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: 07/02/2014

Presentation from the Arizona Department of Transportation (ADOT) providing an update on the SR 77 (Oracle Road) widening from Tangerine Road to Pinal

Information

Subject

Presentation from the Arizona Department of Transportation (ADOT) providing an update on the SR 77 (Oracle Road) widening from Tangerine Road to Pinal County

Summary

Robin Raine, ADOT Urban Senior Project Manager, will provide a brief recap and James Gomes, Senior Resident Engineer, will provide the construction schedule and timeline for the Oracle Road widening project as requested by Mayor and Council.



Town Council Regular Session

Item # A.

Meeting Date: 07/02/2014

Requested by: Julie Bower **Submitted By:** Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - June 18, 2014

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve, approve with the following changes) the June 18, 2014 minutes.

Attachments

6/18/14 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
June 18, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 5:00 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

EXECUTIVE SESSION - Pursuant to ARS 38-431.03(A)(7) regarding the purchase, sale or lease of real property

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to go into Executive Session at 5:01 p.m. pursuant to ARS 38-431.03(A)(7) regarding the purchase, sale or lease of real property.

MOTION carried, 7-0.

Mayor Hiremath said that the following staff members would join Council in Executive Session: Town Manager Greg Caton, Town Attorney Patricia Ronan, Finance Director Stacey Lemos, Parks and Recreation Director Kristy Diaz-Trahan and Town Clerk Julie Bower.

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath reconvened the meeting at 6:04 p.m.

ROLL CALL

PRESENT: Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Brendan Burns, Councilmember
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Communications Administrator Misti Nowak announced the upcoming town meetings and events.

COUNCIL REPORTS

- **Spotlight on Youth**

Councilmember Snider recognized Hannah Ford, 6th grader at Coronado K-8, for her outstanding achievements.

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath reviewed the order of business and said the agenda would stand as posted.

INFORMATIONAL ITEMS

1. Letter of Appreciation - Town Clerk's Office & IT Department

CALL TO AUDIENCE

Oro Valley resident Kay Williams spoke about the Oro Valley Community Foundation, a non-profit organization that provided grants in four key areas; education, youth services, helping hands/social programs and arts and sciences. The Oro Valley Community Foundation will hold their 2nd recycle and electronic waste event on October 18th at the Oro Valley Marketplace.

PRESENTATIONS

1. **Proclamation & Presentation - Independents Week, Lisette DeMars, Southern Arizona Director of Local First Arizona**

Mayor Hiremath proclaimed June 29th - July 6th, 2014 as Independents Week.

Lisette DeMars, Southern Arizona Director of Local First Arizona, discussed the positive impact independent businesses had within the community by keeping more tax dollars within the community. Ms. DeMars invited the Council and public to their next Member Mixer event which would be held at Alfonso Gourmet Olive Oil and Balsamics located at 7854 N. Oracle Road on July 2nd from 6 to 8 p.m.

CONSENT AGENDA

Councilmember Zinkin requested that items (B2) and (C) be removed from the Consent Agenda for discussion.

- A. Minutes - June 4, 2014
- B. Replat Rancho Vistoso, Neighborhoods 10 and 11
 - 1. Resolution No. (R)14-35, authorizing and approving abandonment of a portion of the Pebble Creek Drive right-of-way
- D. Resolution No. (R)14-36, authorizing and approving an Operating Agreement between the Town of Oro Valley and Greater Oro Valley Arts Council D.B.A. Southern Arizona Arts and Cultural Alliance (SAACA)

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve items (A), (B1) and (D).

MOTION carried, 7-0.

- B. **Replat Rancho Vistoso, Neighborhoods 10 and 11**
 - 2. **Block Plat for the Maracay at Vistoso subdivision in Rancho Vistoso, Neighborhoods 10 and 11, located at the northern terminus of La Canada Drive on both sides of the extension of Pebble Creek Drive**

Councilmember Zinkin was concerned with the density and maximum building height as depicted in General Notes #5 and 6 since the Conceptual Site Plan approved residential homes up to two stories.

MOTION: A motion was made by Councilmember Garner and seconded by Councilmember Zinkin to approve the Block Plat for the Maracay at Vistoso subdivision in Rancho Vistoso, Neighborhoods 10 and 11, located at the northern terminus of La Canada Drive on both sides of the extension of Pebble Creek Drive and adhere to the Conceptual Site Plan approved on September 4, 2013.

MOTION carried, 7-0.

C. Approval of the Oro Valley Cultural Heritage Preservation Plan

Councilmember Zinkin asked how adopting the plan would not have a fiscal impact.

Town Manager Greg Caton said adoption of the plan would not create a fiscal impact. It was the implementation of the plan that would create a fiscal impact.

Parks and Recreation Director Kristy Diaz-Trahan said the intent of this item was to obtain approval of the philosophical direction the town would like to take but the funding to implement the plan would happen at a later date.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Garner to approve the Oro Valley Cultural Heritage Preservation Plan subject to funding availability.

MOTION carried, 7-0.

REGULAR AGENDA

1. DISCUSSION AND POSSIBLE DIRECTION REGARDING EXPANSION OF THE ECONOMIC EXPANSION ZONE (EEZ) TO OTHER AREAS OF THE TOWN

The following individual spoke in support of item #1.

Paul Oland, representative of the WLB Group

The following individual spoke in opposition to item #1.

Oro Valley resident Gil Alexander

MOTION: A motion was made by Councilmember Garner and seconded by Vice Mayor Waters to direct Town Manager Greg Caton to explore expanding the Economic Expansion Zone (EEZ) to other areas of the town.

MOTION carried, 7-0.

2. DISCUSSION AND POSSIBLE ACTION REGARDING THE NATIONAL

LEAGUE OF CITIES (NLC) SERVICE LINE WARRANTY PROGRAM

Discussion ensued amongst Council and staff regarding the National League of Cities Service Line Warranty Program.

No action was taken on item #2.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 6:54 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 18th day of June 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2014.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 07/02/2014

Requested by: Stacey Lemos

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2013/14 Financial Update through May 2014

RECOMMENDATION:

This item is for information only.

EXECUTIVE SUMMARY:

In the General Fund (see attachment A), revenues collected through May totaled \$26.8 million or 94.3% of the budget amount of \$28.4 million. Year-to-date expenditures through May totaled \$25.5 million or 84.9% of the budget amount of \$30.0 million.

In the Highway Fund (see attachment B), revenues collected through May totaled \$3.8 million or 98.8% of the budget amount of \$3.8 million. Year-to-date expenditures through May totaled \$2.9 million or 77.0% of the budget amount of \$3.7 million.

In the Bed Tax Fund (see attachment C), revenues collected through May totaled \$902,590 or 113.8% of the budget amount of \$793,000. Year-to-date expenditures through May totaled \$980,705 or 75.9% of the budget amount of \$1,292,000.

BACKGROUND OR DETAILED INFORMATION:

GENERAL FUND

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

Revenues	\$29,329,696
<u>Less:</u>	
Expenditures	(\$29,019,324) (A)
<u>Less:</u>	
Approved Use of Contingency Reserves	(\$ 970,000) (B)
Transfer to CIP Fund for Rollover Projects	(\$ 1,500,000) (C)
Est. Decrease in Fund Balance	(\$ 2,159,628)

(A) Includes Council-approved Naranja Park improvements of \$1.6 million from the General Fund.

(B) Council-approved payment to Tucson Electric Power for undergrounding of utility lines (one of two

payments; second payment included in \$1.5 million CIP rollover for FY 14/15).

(C) Transfer to new General Government CIP Fund for CIP projects that will rollover into FY 14/15. This includes the second payment of \$970,000 to Tucson Electric Power for undergrounding of utility lines.

General Fund Revenues

- Local sales tax collections in the General Fund total \$12.4 million or 94.7% of the budget amount of \$13.1 million. Sales tax collections in the General Fund are estimated to come in over budget by approximately \$430,000 or 3.3%, due to higher than anticipated construction activity and retail collections across several business activities and industry groups.
- License and Permit revenues are estimated to come in over budget by approximately \$494,000 or 33.0%, due primarily to higher than anticipated residential and commercial building permit fees, as well as grading permit fees.
- Charges for Services revenues are estimated to come in over budget by approximately \$218,000 or 15.1%, due primarily to zoning & subdivision fees, Aquatic Center revenue, and grading review fees.
- Interest Income revenue is estimated to come in over budget by \$32,725 or 52.5%, based on observed actuals through May.

Staff will continue to monitor revenue collections and may adjust the year-end estimates based on actual trends.

General Fund Expenditures

- Expenditures are estimated to come in under budget by approximately \$959,000 or 3.2%. This is due to department operations & maintenance savings, as well as budgeted capital and grant capacity that will not be utilized in FY 13/14. During the FY 14/15 budget process, it was anticipated that several General Fund CIP projects would not be completed in the current fiscal year 13/14, and the unspent funds totaling \$1,500,000 for these projects would rollover to the FY 14/15 budget year and be accounted for in the new General Government CIP Fund.
- The General Fund expenditures reflect the Council-approved authorization to use \$1,403,000 in General Fund contingency reserves and \$197,000 in Council-designated reserves to fund the Naranja Park improvements. This total amount of \$1.6 million is included as a transfer out to the Naranja Park Fund in the Expenditures section of Attachment A.

HIGHWAY FUND

Highway Fund Revenues

- Construction tax revenues in the Highway Fund total \$1,146,465 or 106.4% of the budget amount of \$1.1 million. Construction tax revenues in the Highway Fund are estimated to come in over budget by \$141,623 or 13.1%, due to higher than anticipated construction activity.
- State shared highway user funds total \$2,405,762 or 96.2% of the budget amount of \$2.5 million and are expected to come in over budget by \$123,514 or 4.9%, based on observed actuals through May.

Highway Fund Expenditures

- Expenditures are estimated to come in under budget by \$105,248 or 2.8%, due to projected vacancy savings as well as division operations and maintenance savings. Note that these savings are estimates and are subject to change.

BED TAX FUND

Bed Tax Revenues

- Bed tax revenues total \$896,368 or 113.6% of the budget amount of \$789,000 and are expected to come in over budget by \$186,454 or 23.6%, based on observed collections through May.

Bed Tax Fund Expenditures

- Expenditures are estimated to come in under budget by \$7,356 or 0.6%, due to projected vacancy savings. Note that these savings are estimates and are subject to change.
- The Bed Tax Fund expenditures reflect the Council-authorized use of Bed Tax Fund contingency reserves of \$400,000 to fund the Naranja Park improvements. This amount is included as a transfer out to the Naranja Park Fund in the Expenditures section of Attachment C.

Please see Attachments A, B, and C for additional details on the General Fund, Highway Fund and Bed Tax Fund. See Attachment D 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 - HW Fund](#)

[Attachment C - Bed Tax Fund](#)

[Attachment D - Summary All Funds](#)



General Fund

% Budget Completion through May --- 91.7%

	Actuals thru 5/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
REVENUES:					
LOCAL SALES TAX	12,425,279	13,123,382	94.7%	13,553,377	3.3%
LICENSES & PERMITS	1,932,075	1,493,455	129.4%	1,987,000	33.0%
FEDERAL GRANTS	551,949	576,490	95.7%	621,649	7.8%
STATE GRANTS	1,047,475	1,509,700	69.4%	1,226,590	-18.8%
STATE/COUNTY SHARED	8,875,884	9,659,167	91.9%	9,659,167	0.0%
OTHER INTERGOVERNMENTAL	17,492	30,000	58.3%	25,000	-16.7%
CHARGES FOR SERVICES	1,538,239	1,443,437	106.6%	1,661,272	15.1%
FINES	161,088	190,000	84.8%	175,000	-7.9%
INTEREST INCOME	93,528	62,275	150.2%	95,000	52.5%
MISCELLANEOUS	127,029	114,000	111.4%	140,641	23.4%
TRANSFERS IN	-	185,000	0.0%	185,000	0.0%
TOTAL REVENUES	26,770,039	28,386,906	94.3%	29,329,696	3.3%

	Actuals thru 5/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
EXPENDITURES:					
COUNCIL	186,339	225,853	82.5%	206,299	-8.7%
CLERK	286,348	345,118	83.0%	335,619	-2.8%
MANAGER	578,805	700,989	82.6%	674,164	-3.8%
HUMAN RESOURCES	400,183	523,821	76.4%	463,292	-11.6%
FINANCE	559,741	709,242	78.9%	665,922	-6.1%
INFORMATION TECHNOLOGY	1,201,679	1,542,173	77.9%	1,492,173	-3.2%
GENERAL ADMINISTRATION	1,652,345	1,810,729	91.3%	1,810,729	0.0%
LEGAL	564,299	804,344	70.2%	699,344	-13.1%
COURT	632,902	761,430	83.1%	725,586	-4.7%
DEV & INFRASTRUCTURE SVCS	3,439,265	4,031,562	85.3%	3,964,309	-1.7%
PARKS & RECREATION	2,207,409	2,536,955	87.0%	2,505,446	-1.2%
POLICE	11,995,511	14,223,297	84.3%	13,713,712	-3.6%
TRANSFERS OUT (A)	1,760,729	1,762,729	99.9%	1,762,729	0.0%
TOTAL EXPENDITURES	25,465,555	29,978,242	84.9%	29,019,324	-3.2%

SURPLUS / (DEFICIT) 1,304,484 (1,591,336) 310,372

BEGINNING FUND BALANCE 13,137,105
Plus: Surplus / (Deficit) 310,372
Less:
Approved Use of Contingency Reserves during FY 13/14 - TEP undergrounding (970,000)
Transfer to General Government CIP Fund for CIP rollover projects (1,500,000)
ENDING FUND BALANCE ** 10,977,477

(A) Includes Council-approved Naranja Park improvements of \$1.6 million from the General Fund

* Year-end estimates are subject to further revision

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



May YTD Financial Status

ATTACHMENT C

FY 2013/2014

Bed Tax Fund

% Budget Completion through May --- 91.7%

	Actuals thru 5/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
REVENUES:					
BED TAXES	896,368	789,000	113.6%	975,454	23.6%
INTEREST INCOME	6,222	3,975	156.5%	7,000	76.1%
TOTAL REVENUES	902,590	792,975	113.8%	982,454	23.9%

	Actuals thru 5/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
EXPENDITURES:					
ECONOMIC DEVELOPMENT	375,036	501,762	74.7%	494,406	-1.5%
TRANSFERS OUT (A)	605,669	790,669	76.6%	790,669	0.0%
TOTAL EXPENDITURES	980,705	1,292,431	75.9%	1,285,075	-0.6%

SURPLUS / (DEFICIT) (78,114) (499,456) (302,621)

BEGINNING FUND BALANCE 649,053

Plus: Surplus / (Deficit) (302,621)

ENDING FUND BALANCE ** 346,432

(A) Includes Council-approved Naranja Park improvements of \$400,000 from the Bed Tax Fund

* Year-end estimates are subject to further revision

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

CONSOLIDATED YEAR-TO-DATE FINANCIAL REPORT THROUGH MAY, 2014

ATTACHMENT D

Fund	FY 13/14 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 May 2014
General Fund - Unassigned	11,529,070	26,770,039	-	26,770,039	1,764,192	17,364,180	5,742,807	594,376	-	-	25,465,555	12,833,553
General Fund - Assigned	1,608,035											1,608,035
Highway Fund - Restricted	3,517,765	3,759,965	-	3,759,965	-	1,466,904	672,486	724,582	-	-	2,863,971	4,413,759
Seizure & Forfeiture - State	494,837	58,780	-	58,780	-	4,411	44,515	37,627	-	-	86,553	467,064
Seizure & Forfeiture - Justice	519,653	334,679	-	334,679	45,453	51,664	14,343	323,813	-	-	435,273	419,059
Bed Tax Fund - Committed	649,053	902,590	-	902,590	605,669	172,634	202,402	-	-	-	980,705	570,939
Impound Fee Fund	-	28,650	-	28,650	-	21,558	-	-	-	-	21,558	7,092
Municipal Debt Service Fund	774,914	125,728	369,576	495,304	-	-	4,900	-	-	826,641	831,541	438,677
Oracle Road Debt Service Fund	149	1,513,393	-	1,513,393	-	-	2,155	-	-	1,435,664	1,437,819	75,723
Alternative Water Resources Dev Impact Fee Fund	3,402,954	2,164,794	-	2,164,794	400,000	-	300,863	357,622	-	224,404	1,282,889	4,284,859
Potable Water System Dev Impact Fee Fund	3,544,937	1,279,884	-	1,279,884	-	-	-	-	-	50,522	50,522	4,774,299
Townwide Roadway Development Impact Fee Fund	1,461,437	1,644,574	-	1,644,574	-	-	11,133	1,385,609	-	-	1,396,742	1,709,269
Parks & Recreation Impact Fee Fund	182,110	109,533	-	109,533	-	-	11,133	-	-	-	11,133	280,510
Library Impact Fee Fund	114,798	-	-	-	-	-	-	-	-	-	-	114,798
Police Impact Fee Fund	99,478	62,400	-	62,400	-	-	11,259	-	-	-	11,259	150,618
General Government Impact Fee Fund	1,288	2,214	-	2,214	-	-	-	-	-	-	-	3,502
Naranja Park Fund	8,821	175	2,000,000	2,000,175	-	-	-	477,327	-	-	477,327	1,531,669
Aquatic Center Project Fund	66,638	-	-	-	-	-	-	6,063	-	-	6,063	60,575
Water Utility	9,783,839	13,248,212	400,000	13,648,212	3,178	2,317,295	4,733,148	1,720,209	-	530,746	9,304,577	14,127,475
Stormwater Utility	490,794	626,822	-	626,822	3,799	270,228	288,681	34,446	-	-	597,154	520,462
Fleet Fund	-	1,224,882	-	1,224,882	-	66,862	582,747	458,513	-	-	1,108,121	116,761
Benefit Self Insurance Fund	567,402	1,943,323	-	1,943,323	-	-	1,853,205	-	-	-	1,853,205	657,520
Recreation In-Lieu Fee Fund	6,190	-	-	-	-	-	-	-	-	-	-	6,190
Total	38,824,161	55,800,639	2,769,576	58,570,215	2,822,291	21,735,735	14,475,779	6,120,186	-	3,067,976	48,221,968	49,172,408



Item # **C.**

Town Council Regular Session

Meeting Date: 07/02/2014
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

Cancellation of the July 16, 2014 Regular Town Council Meeting

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

At its regular meeting on December 4, 2013, the Council approved the 2014 Regular Town Council Meeting Schedule. There were no meetings scheduled in August to accommodate a summer break. Currently, there is no business scheduled for the July 16, 2014, Regular Town Council meeting. In the event that the Mayor and Town Council would like to cancel the July 16th regular Town Council meeting, the Mayor and Council must take formal action.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to cancel the July 16th Regular Town Council Meeting.



Town Council Regular Session

Item # **D.**

Meeting Date: 07/02/2014

Submitted By: Michael Spaeth, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Request for approval of a block plat amendment for portions of Innovation Park, within Rancho Vistoso Neighborhood 3, located north of Tangerine Road between Innovation Park Drive and Oracle Road

RECOMMENDATION:

Staff recommends approval subject to the conditions listed in "Attachment 1."

EXECUTIVE SUMMARY:

The applicant requests approval of a block plat amendment for portions of Innovation Park, within Rancho Vistoso Neighborhood 3. The applicant proposes to re-subdivide blocks within Innovation Park. The block plat has been reviewed and with the conditions of approval (please see Attachment 1), will meet all Town standards.

BACKGROUND OR DETAILED INFORMATION:

A block plat is a legal instrument used to subdivide blocks for future sale and development. The larger lots will require approval of plans for development once a user has been determined in the future. No building or construction will be approved as part of this amendment.

The applicant's intent is to re-subdivide portions of blocks within Innovation Park, in Rancho Vistoso Neighborhood 3 (please see Attachment 2). Town Council approval of the block plats is required prior to recordation with Pima County.

Proposed Improvements

- 333.72 acres, split into a total of eleven (11) blocks
 - A maximum block size of 22.67 acres
 - A minimum block size of 2.06 acres
- 145.41 acres permanently platted as "Open Space"
- 22.63 acres permanently platted as "Linear Recreational Space"

Previous Approvals

- December 2006: Development Plan approved for Innovation Corporate Center
- August 2007: Final Plat approved for Blocks 1-8, Innovation Corporate Center
- September 2007: General Plan amendment for portions of Rancho Vistoso Neighborhood 3
- February 2008: PAD (zoning) amendment approved for portions of Rancho Vistoso Neighborhood 3

The proposed block plat, with the conditions of approval, is consistent with the previous approvals.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the block plat for portions of Rancho Vistoso Neighborhood 3 with the conditions in Attachment 1, finding that it meets the requirements of the Zoning Code.

OR

I MOVE to deny the block plat for Rancho Vistoso Neighborhood 3, finding that

_____.

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - Final Plat

Conditions of Approval

1. Address all redline comments and general comments prior to final Mylar recordation.

GENERAL NOTES

- GROSS AREA OF SUBDIVISION IS 14,536,436 S.F. (333.72 ACRES)
 AREA OF COMMON AREA "A" (ACCESS) IS 649,698 S.F. (14.92 ACRES)
 AREA OF COMMON AREA "B" (OPEN SPACE) IS 6,332,534 S.F. (145.37 ACRES)
 AREA OF COMMON AREA "C" (LINEAR RECREATION AREA) IS 986,188 S.F. (22.64 ACRES)
- TOTAL MILES OF NEW PUBLIC STREET IS 0 MILES.
- TOTAL NUMBER OF BLOCKS IS 11.
- BLOCK A1 SIZE = 927,785 SQ. FT. (21.30 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK B1 SIZE = 987,297 SQ. FT. (22.67 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK B2 SIZE = 566,059 SQ. FT. (12.99 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK B3 SIZE = 791,992 SQ. FT. (18.18 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK B4 SIZE = 89,772 SQ. FT. (2.06 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK D1 SIZE = 1,393,238 SQ. FT. (31.98 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK D2 SIZE = 333,942 SQ. FT. (7.67 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK D3 SIZE = 273,905 SQ. FT. (6.29 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK E1 SIZE = 304,179 SQ. FT. (6.98 ACRES); ZONING = CPI (CAMPUS PARK INDUSTRIAL);
 BLOCK E2 SIZE = 438,895 SQ. FT. (10.08 ACRES); ZONING = C-1 (COMMERCIAL);
 BLOCK E3 SIZE = 460,682 SQ. FT. (10.58 ACRES); ZONING = C-1 (COMMERCIAL).
- MAXIMUM BUILDING HEIGHT FOR CPI ZONED PARCELS IS THREE (3) STORIES OR THIRTY SIX (36) FEET.
 MAX BUILDING HEIGHT ON 15%-25% SLOPES IS 44'.
 MAXIMUM BUILDING HEIGHT FOR C-1 ZONED PARCELS IS THREE (3) STORIES OR THIRTY FOUR (34) FEET.
- NO FURTHER SUBDIVISION OF ANY LOT OR PARCEL SHOWN WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
- THE BASIS OF BEARING FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE & MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA. BEARING BEING N89°49'22"W.
- EXISTING ZONING IS RANCHO VISTOSO P.A.D.
- DEVELOPER WILL CONVEY TO HOLD TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
- DRAINAGE WILL NOT BE ALTERED OR DISTURBED WITHOUT THE APPROVAL OF THE TOWN OF ORO VALLEY TOWN COUNCIL.

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON. UTILITY EASEMENTS AS SHOWN HEREON ARE GRANTED TO THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR THE PURPOSE OF INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC SEWERS.

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY SAVE THE TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS, NOW AND IN THE FUTURE, BY REASON OF FLOODING, FLOWAGE, EROSION OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT APPROVAL OF THE ORO VALLEY TOWN COUNCIL.

PRIVATE DRAINAGEWAYS AND COMMON AREAS AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND (EXCEPT FOR DRAINAGEWAYS), FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES AND PUBLIC SEWERS. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS, AND RESTRICTIONS IN SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF THE PRIVATE DRAINAGEWAYS, PRIVATE SEWERS AND COMMON AREAS WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

VMI/VISTOSO DEVELOPMENT INC., AN ARIZONA CORPORATION

BY: _____

NOTARY

STATE OF ARIZONA)
 COUNTY OF PIMA)SS

ON THIS THE _____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIMSELF (HERSELF) TO BE THE _____ OF VMI/VISTOSO DEVELOPMENT INC., AN ARIZONA CORPORATION BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY SIGNING AS _____.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

WATER ADEQUACY

THE TOWN OF ORO VALLEY HAS BEEN DESIGNATED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY, PURSUANT TO ARS §45-576 AND HERBY CERTIFIES IN WRITING TO SUPPLY WATER TO THIS SUBDIVISION.

BY: _____ WATER UTILITY DIRECTOR _____ DATE: _____

RECORDING DATA

STATE OF ARIZONA) NO: _____
 COUNTY OF PIMA)SS FEE: _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS _____ DAY OF _____, 20____, AT _____ M. IN SEQ. NO. _____, THEREOF.
 F. ANN RODRIGUEZ, PIMA COUNTY RECORDER

BY: _____ DEPUTY FOR PIMA COUNTY RECORDER

APPROVALS

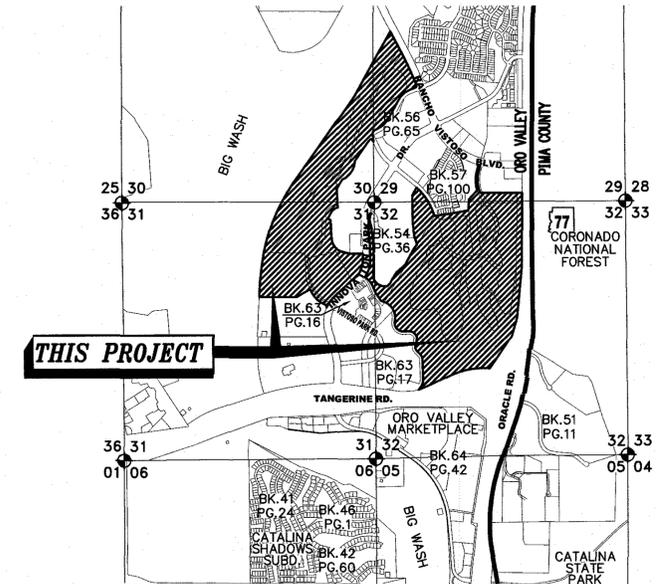
I _____, CLERK OF THE TOWN OF ORO VALLEY, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY ON THE _____ DAY OF _____, 20____.

CLERK, TOWN OF ORO VALLEY	_____	DATE	_____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPT.	_____	DATE	_____
TOWN ENGINEER	_____	DATE	_____
PLANNING & ZONING ADMINISTRATOR	_____	DATE	_____
WATER UTILITY DIRECTOR	_____	DATE	_____

LEGEND

- SET 1/2" IRON PIN TAGGED RLS 12214
- TO BE SET UPON COMPLETION OF DEVELOPMENT OF EACH BLOCK
- △ FOUND BRASS CAP SURVEY MONUMENT STAMPED "RLS 12214"
- LCP INDICATES LEAD CAPPED PIPE
- ACP INDICATES ALUMINIUM CAPPED PIPE
- _____ CENTERLINE
- EASEMENT
- SECTION LINE
- TIE LINE
- ===== BOUNDARY LINE
- ===== LOT LINE

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3" = 1 MILE

LOCATION MAP

A PORTION OF SECTIONS 29, 30, 31 & 32 TOWNSHIP 11 SOUTH, RANGE 14 EAST, G. & S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

ASSURANCES

ASSURANCES IN THE FORM OF _____ FROM _____ AS RECORDED IN SEQ NO. _____, HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER, WATER) IN THIS SUBDIVISION.

BY: _____ MAYOR - TOWN OF ORO VALLEY _____ DATE: _____

ASSURANCES IN THE FORM OF _____ FROM _____ IN THE AMOUNT OF \$ _____ HAVE BEEN PROVIDED TO GUARANTEE THE RESEEDING OF THIS SUBDIVISION IN THE EVENT THE PROJECT IS ABANDONED.

CERTIFICATION

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND/OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

ROBERT L. LARSON, R.L.S. NO. 26923



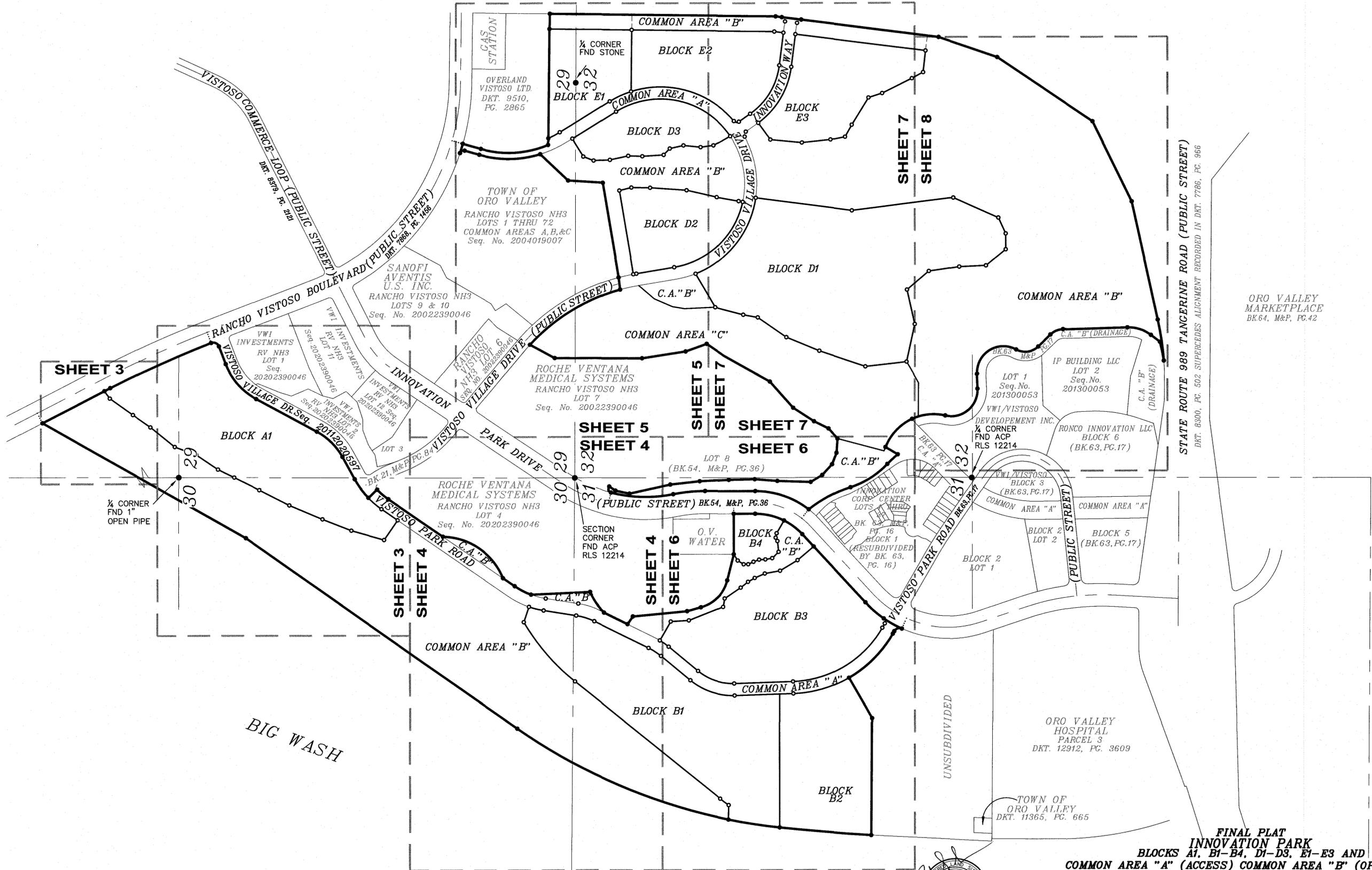
FINAL PLAT
INNOVATION PARK
 BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
 COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
 COMMON AREA "C" (LINEAR RECREATION AREA)
 WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
 GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

OV1214-03
 SCALE: AS NOTED

NOVEMBER 2013
 WLB NO. 185050-VW-05-0106

REF: OV112-025
 OV12-06-14B
 OV09-07-07
SHEET 1 OF 8

STATE ROUTE 77-ORACLE ROAD (PUBLIC STREET)
DKT. 548, PG. 385



ORO VALLEY MARKETPLACE
BK64, M&P, PG.42

STATE ROUTE 989 TANGERINE ROAD (PUBLIC STREET)
DKT. 8300, PG. 502 SUPERCEDES ALIGNMENT RECORDED IN DKT. 7786, PG. 966

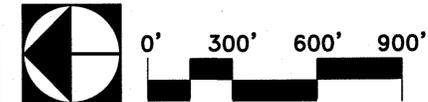
ORO VALLEY HOSPITAL
PARCEL 3
DKT. 12912, PG. 3609

TOWN OF ORO VALLEY
DKT. 11365, PG. 665

**FINAL PLAT
INNOVATION PARK
BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (LINEAR RECREATION AREA)**
WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

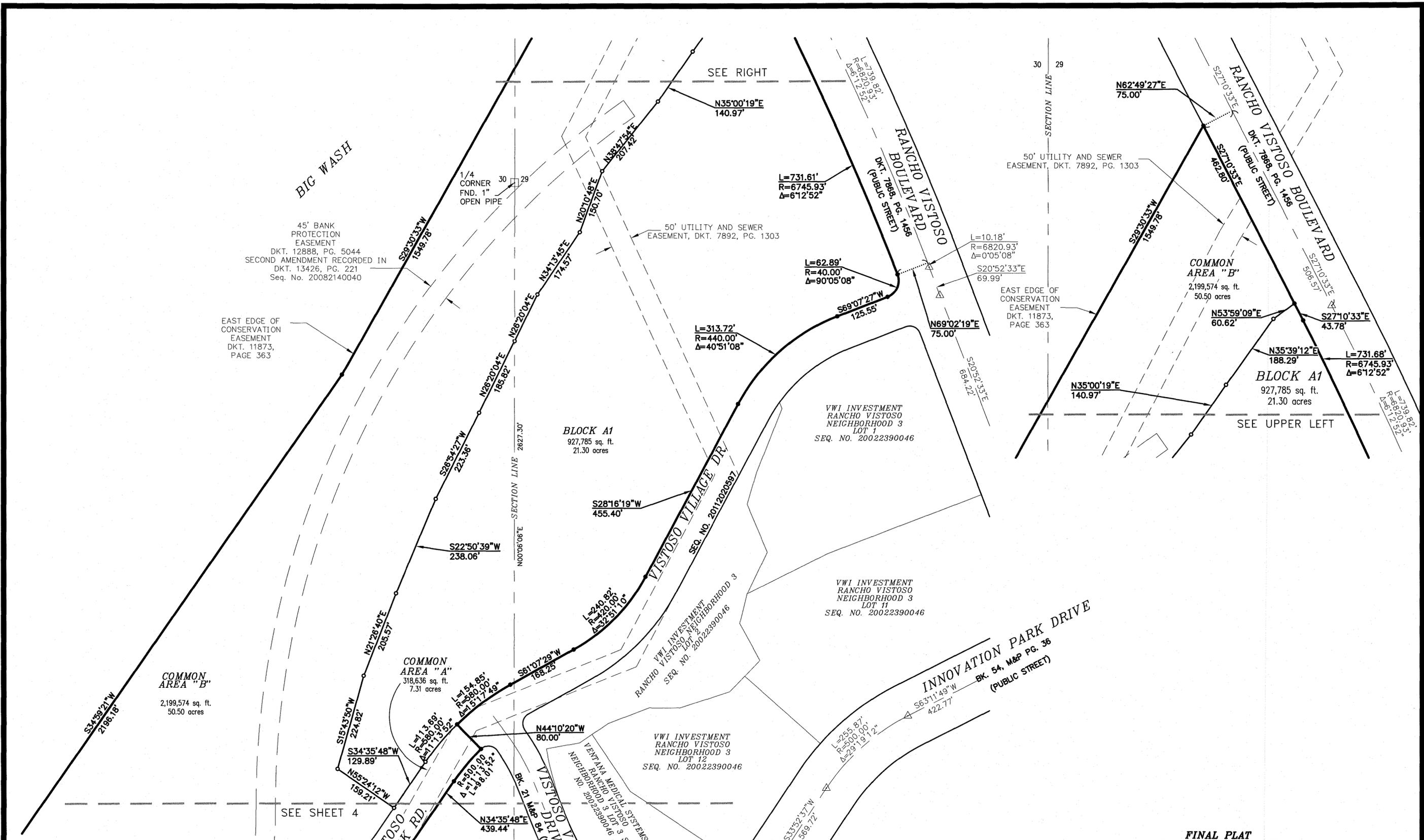


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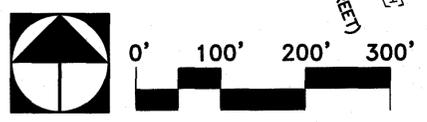


0V1214-03
SCALE: 1"=300'
NOVEMBER 2013
WLB NO. 185050-VW-05-0106
REF: OV112-025
OV12-06-14B
OV09-07-07
SHEET 2 OF 8

N:\185050\VEIGH3\Venture West\PA\PP-SHT 02.dwg Plotted: Jun. 03, 2014



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FINAL PLAT
INNOVATION PARK
 BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
 COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
 COMMON AREA "C" (LINEAR RECREATION AREA)
 WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
 GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

REF: OV112-025
 OV12-06-14B
 OV09-07-07
OV1214-03 SCALE: 1"=100'
 NOVEMBER 2013 WLB NO. 185050-VW-05-0106
SHEET 3 OF 8

N:\185050\NEIGH3\Venture West\VP-SHT-03.dwg Plotted: Jun. 03, 2014

BIG WASH

COMMON AREA "B"
2,199,574 sq. ft.
50.50 acres

VENTANA MEDICAL SYSTEMS INC.
RANCHO VISTOSO
NEIGHBORHOOD 3
LOT 4
SEQ. NO. 20022390046

VENTANA MEDICAL SYSTEMS
RANCHO VISTOSO
NEIGHBORHOOD 3 LOT 3 SEQ.
No. 20022390046

20' SEWER EASEMENT
BK. 56, MAP, P.C. 6-5

45' BANK PROTECTION EASEMENT
DKT. 12888, PG. 5044
SECOND AMENDMENT RECORDED IN
DKT. 13426, PG. 221
Seq. No. 20082140040

EAST EDGE OF CONSERVATION EASEMENT
DKT. 11873, PAGE 363

90' SOIL CEMENT ACCESS AND MAINTENANCE EASEMENT
DKT. 11983, PG. 1195
DKT. 11983, PG. 1113
DKT. 12475, PG. 653
DKT. 12475, PG. 683

50' UTILITY AND SEWER EASEMENT, DKT. 7892, PG. 1303

30' TRICO ELECTRIC EASEMENT
DKT. 7268, PAGE 1190

BLOCK B1
987,297 sq. ft.
22.67 acres

60' PUBLIC SEWER EASEMENT
DKT. 11841, PAGE 2232

COMMON AREA "B"
147,004 sq. ft.
3.37 acres

COMMON AREA "B"
22,565 sq. ft.
0.52 acres

50' UTILITY AND SEWER EASEMENT, DKT. 7892, PG. 1303

COMMON AREA "B"
210,693 sq. ft.
4.84 acres

FINAL PLAT
INNOVATION PARK
BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (LINEAR RECREATION AREA)
WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

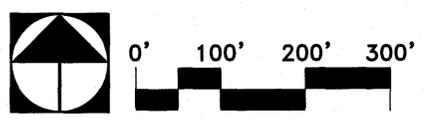
REF: OV112-025
OV12-06-14B
OV09-07-07

OV1214-03
SCALE: 1"=100'

NOVEMBER 2013
WLB NO. 185050-YW-05-0106

SHEET 4 OF 8

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N:\185050\NEIGH3\Venture West\VP-SHT-04.dwg Plotted: Jun. 03, 2014

SANOPI-AVENTIS US INC
RANCHO VISTOSO NEIGHBORHOOD 3
LOT 9 & 10
SEQ. NO. 20022390046

SOUTHWEST PARKS
MONUMENTS ASSOCIATION
RANCHO VISTOSO
NEIGHBORHOOD 3
SEQ. NO. 20022390046

TOWN OF ORO VALLEY
RANCHO VISTOSO NEIGHBORHOOD 3
LOTS 1 THRU 72
COMMON AREAS A, B, & C
SEQ. NO. 20040190007

RANCHO VISTOSO BOULEVARD
DKT. 7868 PG 1456 (PUBLIC STREET)

GIANT INDUSTRIES
ARIZONA INC.

OVERLAND VISTOSO LTD.

VENTANA MEDICAL SYSTEMS
RANCHO VISTOSO NEIGHBORHOOD 3
LOT 7
SEQ. NO. 20022390046

SECTION CORNER
FND ACP RLS
12214

30' TRICO
ELECTRIC EASEMENT
DKT. 7268, PAGE 1190

COMMON AREA "B"
377,522 sq. ft.
8.67 acres

COMMON AREA "C"
986,188 sq. ft.
22.64 acres

BLOCK D3
273,905 sq. ft.
6.29 acres

BLOCK E1
304,179 sq. ft.
6.98 acres

BLOCK D2
333,942 sq. ft.
7.67 acres

COMMON AREA "B"
68,478 sq. ft.
1.57 acres

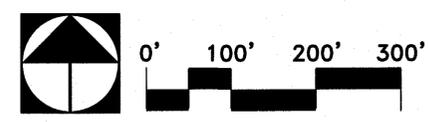
BLOCK E2
438,895 sq. ft.
10.08 acres

ORACLE ROAD
DKT. 548, PG. 385
(PUBLIC STREET)

SEE SHEET 4
SEE SHEET 6

SEE SHEET 7

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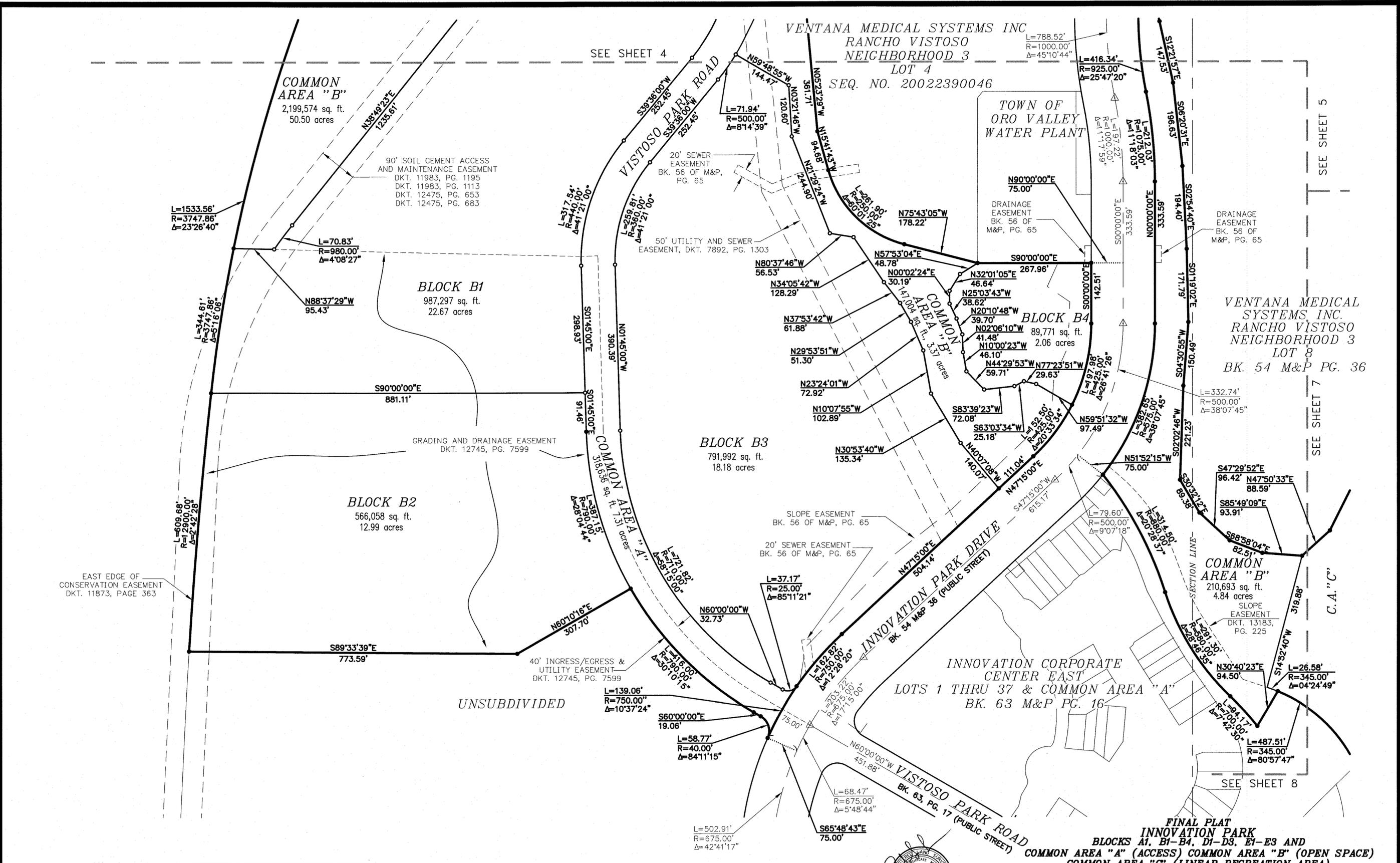
FINAL PLAT
INNOVATION PARK
BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
COMMON AREA "C" (LINEAR RECREATION AREA)
WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

OV1214-03
SCALE: 1"=100'

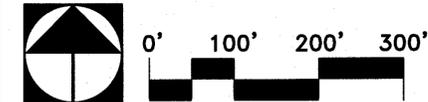
NOVEMBER 2013
WLB NO. 185050-VW-05-0106

REF: OV112-025
OV12-06-14B
OV09-07-07
SHEET 5 OF 8

N:\185050\NEIGH3\Ventura West\VP\FP-SHT_05.dwg Plotted: Jun. 03, 2014



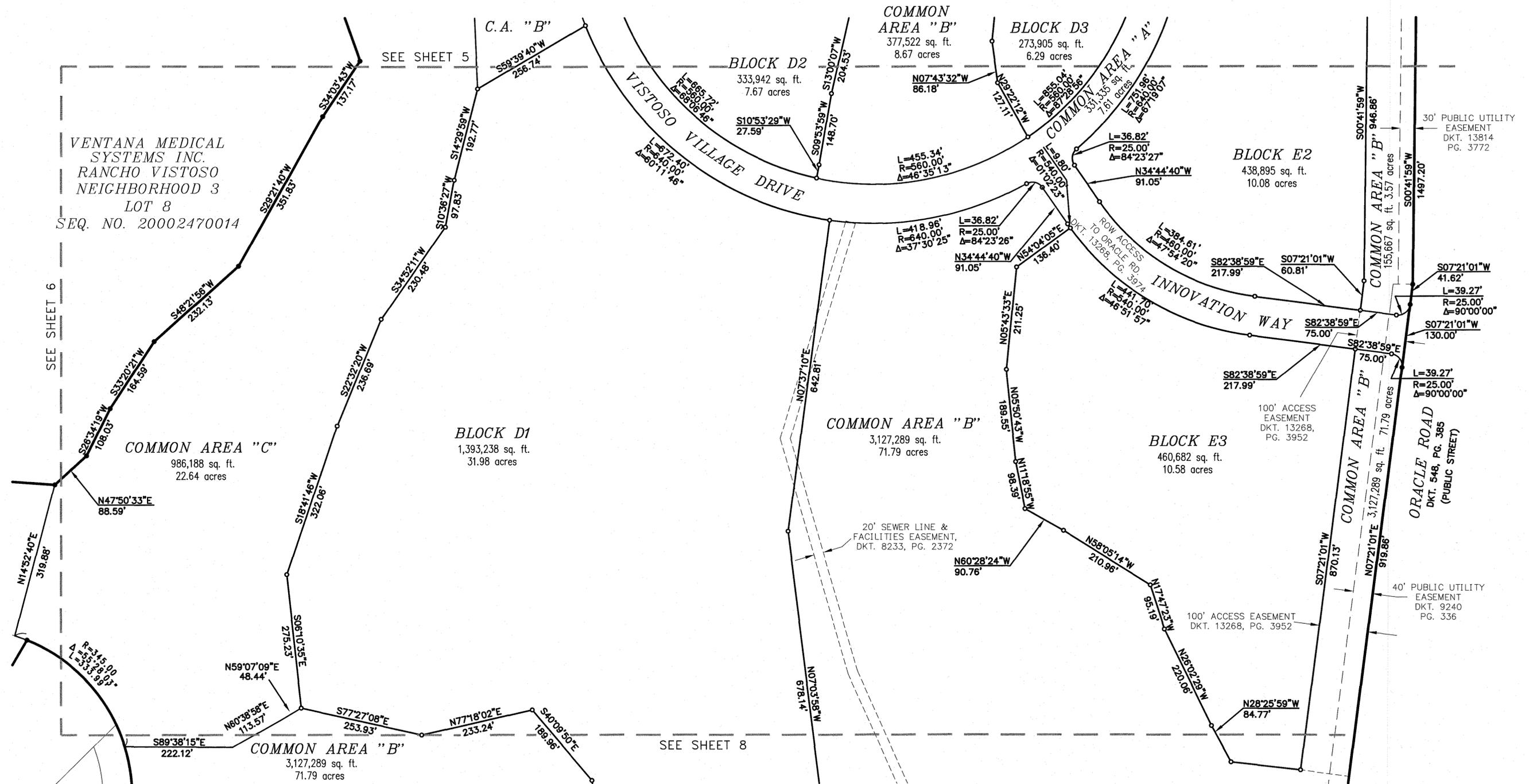
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FINAL PLAT
INNOVATION PARK
 BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
 COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
 COMMON AREA "C" (LINEAR RECREATION AREA)
 WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
 GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

0V1214-03 NOVEMBER 2013 REF: 0V112-025
 SCALE: 1"=100' WLB NO. 185050-VW-05-0106 0V12-06-14B
 SHEET 6 OF 8

Plotted: May 30, 2014 N:\185050\NEIGH3\Venture West\VP\PP-SHT-06.dwg



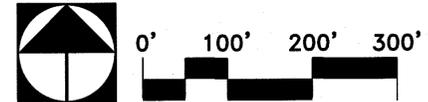
VENTANA MEDICAL SYSTEMS INC.
 RANCHO VISTOSO NEIGHBORHOOD 3
 LOT 8
 SEQ. NO. 20002470014

SEE SHEET 6

SEE SHEET 5

SEE SHEET 8

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FINAL PLAT
INNOVATION PARK
 BLOCKS A1, B1-B4, D1-D3, E1-E3 AND
 COMMON AREA "A" (ACCESS) COMMON AREA "B" (OPEN SPACE)
 COMMON AREA "C" (LINEAR RECREATION AREA)
 WITHIN SECTIONS 29, 30, 31 & 32, TOWNSHIP 11 SOUTH, RANGE 14 EAST
 GILA & SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

OV1214-03 NOVEMBER 2013 REF: OV112-025
 SCALE: 1"=100' WLB NO. 185050-VW-05-0106 OV12-06-14B
 SHEET 7 OF 8

Plotted: May 28, 2014 N:\185050\NEIGH3\Venture West\FP-SHT-07.dwg



Town Council Regular Session

Item # **E.**

Meeting Date: 07/02/2014
Requested by: Bayer Vella
Submitted By: Rosevelt Arellano
Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Request for approval of a revised Final Plat for the Rancho de Plata subdivision, located on the west side of La Cholla Boulevard, south of Tangerine Road

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The applicant requests approval of a revised Final Plat (Attachment 1) for the Rancho de Plata subdivision. The revised plat accomplishes the following: 1) Provides an area for a gated entryway; 2) Converts public streets to private streets; 3) Adds utility easements. The plat has been reviewed and meets all pertinent Town requirements.

BACKGROUND OR DETAILED INFORMATION:

The revised Final Plat requires Town Council approval prior to being officially recorded by Pima County.

In June 2013, Town Council approved the Final Plat for the Rancho de Plata subdivision. The revised plat does not affect the design components (i.e. street design, lot layout, access point, pedestrian connectivity, recreation areas, etc.) approved as part of the Final Plat. The purpose of the revised plat is to provide an area for a gated entryway, convert public streets to private streets, and add a utility easement.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the revised Final Plat for the Rancho de Plata subdivision, finding that it meets Town requirements.

OR

I MOVE to deny the revised Final Plat for the Rancho de Plata subdivision, finding that

_____.

Attachments

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER TRUST NO. 9106, ONLY AND NOT OTHERWISE, AS RECORDED IN BOOK _____ PAGE _____, HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER, AND WATER) IN THIS SUBDIVISION.

BY: _____ DATE _____
MAYOR, TOWN OF ORO VALLEY

ASSURANCES IN THE FORM OF _____ FROM _____ IN THE AMOUNT OF _____ HAVE BEEN PROVIDED TO GUARANTEE THE RESTORATION OF THE SUBDIVISION DISTURBED AREAS, IN THE EVENT THE PROJECT IS ABANDONED.

APPROVALS

I, _____, CLERK OF THE TOWN OF ORO VALLEY, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY ON THE _____ DAY OF _____, 2013.

CLERK, TOWN OF ORO VALLEY _____ DATE _____

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT _____ DATE _____

TOWN ENGINEER _____ DATE _____

ZONING ADMINISTRATOR _____ DATE _____

DIRECTOR OF WATER UTILITIES _____ DATE _____

CERTIFICATION OF SURVEY

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY DIRECTION AND THAT ALL BOUNDARY SURVEY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.


MICHAEL K. AMERSON RLS 22245
AMERSON SURVEYING, INC
4552 E. Camp Lowell Drive
Tucson, Arizona 85712-1213
520-325-5883


I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY SHOWN ON THIS PLAT WAS PREPARED UNDER MY DIRECTION


RAUL FRANCISCO G. PINA R.L.S. 16597
CPE CONSULTANTS, LLC


CPE CONSULTANTS



CPE CONSULTANTS, L.L.C.
3895 N BUSINESS CENTER DR, SUITE 115
TUCSON, ARIZONA 85705
520.545.7001

GENERAL NOTES

- THE MINIMUM LOT SIZE IS 6094 SQ. FT. (LOT 11) THE AVERAGE SIZE LOT IS 7,090 SQ. FT. (APPROX.), THE MAXIMUM LOT SIZE IS 10,162 SQ. FT (LOT 9)
- TOTAL MILES OF NEW PRIVATE STREET IS 0.46 MILES.
- COMMON AREAS:
COMMON AREA "A" (CRITICAL RESOURCES OPEN SPACE): 132,881 SF
EAST WASH (NORTH PART): 44,449 SF
EAST WASH (SOUTH PART): 20,429 SF
WEST WASH (NORTH PART): 54,176 SF
WEST WASH (SOUTH PART): 13,827 SF
COMMON AREA "B" (TIER 2 OPEN SPACE): 181,533 SF
PARCEL 1 (NORTH-EAST CORNER): 5,188 SF
PARCEL 2 (NORTH-MIDDLE): 50,608 SF
PARCEL 3 (SOUTH-EAST): 60,385 SF
PARCEL 4 (SOUTH-WEST): 65,352 SF
COMMON AREA "C" (PRIVATE STREET/ PUBLIC UTILITY EASEMENT): 148,177 SF
- THE WATER UTILITY THAT WILL SERVICE THIS SUBDIVISION IS ORO VALLEY WATER UTILITY.
- THE BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, FROM THE EAST QUARTER CORNER OF SAID SECTION 4 (#7 BCSM RLS 37400) TO THE NORTHEAST CORNER OF SAID SECTION 4 (#8 BCSM RLS 39861), BEARING BEING N00°04'15"W PER BOOK 20 OF RECORD OF SURVEYS AT PAGE 72.
- EXISTING ZONING IS R1-7 AND SHALL REMAIN, AND THE RESIDENTIAL DENSITY IS 2.57 UNITS PER ACRE.
- THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 50.
- REQUIRED VEHICULAR PARKING FOR THIS SUBDIVISION IS 4.0 SPACES (2 SPACES + 2 GUEST SPACES) PER UNIT.
- DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
- A HOMEOWNERS' ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGE WAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.
- ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- NO FINAL INSPECTION FOR ANY LOT WITHIN THIS SUBDIVISION SHALL BE APPROVED UNTIL A BUILDING CODES OFFICIAL HAS VERIFIED THAT CONSTRUCTION ON THE LOT IS COMPLETE AND SIDEWALKS HAVE BEEN INSTALLED, PROPERTY LINE TO PROPERTY LINE.
- NO FURTHER SUBDIVISION OF ANY LOT OR PARCEL SHOWN WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
- THE AREA BETWEEN THE 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE TOWN ENGINEER.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL SUBMIT AS-BUILT RECORD DRAWINGS AND CERTIFY IN WRITING THAT ALL IMPROVEMENTS, WHETHER PRIVATE OR PUBLIC, HAVE BEEN CONSTRUCTED, PLACED, INSTALLED, ETC. IN SUBSTANTIAL CONFORMANCE WITH THE ACCEPTED PLANS FOR THIS DEVELOPMENT PRIOR TO THE REQUEST FOR CERTIFICATES OF OCCUPANCY AND/OR FINAL INSPECTION BY THE DEPARTMENT OF PUBLIC WORKS AND THE RELEASE OF ASSURANCES, EXCEPT FOR MODEL HOMES INTENDED TO BE USED FOR SALES PURPOSES.
- THE PROPERTY OWNER, HIS SUCCESSORS, ASSIGNS OR A DESIGNATED HOME- OWNERS ASSOCIATION, AGREES TO: 1.) KEEP ALL REQUIRED LANDSCAPED AREAS MAINTAINED IN A WEED FREE, TRASH FREE CONDITION. 2.) REPLACE ANY DEAD PLANT MATERIALS WITHIN 90 DAYS, AND 3.) MAINTAIN THE IRRIGATION SYSTEM FOR SAID AREAS IN PROPER WORKING ORDER.
- THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS TWO STORIES. NOT TO EXCEED 25'.
- BUILDING HEIGHT SHALL BE LIMITED TO ONE (1) STORY ON THE SOUTHERN TIER OF LOTS (LOTS 1, 30, 29, 26 AND 33) AND EASTERN TIER OF LOTS (LOTS 1-7).
- THE TOWN RETAINS THE AUTHORITY TO ENTER THE PROPERTY AND PERFORM MAINTENANCE IN ESOS TRACTS OR COMMON AREAS MANAGED BY AN HOA OR OTHER PROPERTY MANAGEMENT ASSOCIATIONS.
- PROPOSED BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF §23.4, §23.6.A, AND §23.6.I OF THE TOWN OF ORO VALLEY ZONING CODE: 20' FRONT, 5' SIDES (PERMITTED UNDER ENVIRONMENTALLY SENSITIVE LANDS ORDINANCE OF THE ZONING CODE) AND 20' REAR. IN ADDITION, ALL CORNER LOTS SHALL COMPLY WITH THE SIGHT VISIBILITY PROVISIONS OF §23.5.A.2 OF THE TOWN OF ORO VALLEY ZONING CODE: 20' SIDE SETBACK.
- THE GROSS AREA OF THE SUBDIVISION IS 19.44 ACRES. NET AREA AFTER RIGHT-OF-WAY DEDICATION IS 18.76 ACRES.

CERTIFICATION OF ENGINEERING

I HEREBY CERTIFY THAT THE 100 YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS SHOWN ON THIS PLAT WERE PREPARED UNDER MY SUPERVISION.


RAUL FRANCISCO G. PINA PE 15606
CPE CONSULTANTS, LLC


DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE HEREBY DEDICATE TO THE PUBLIC ALL RIGHT-OF-WAYS SHOWN HEREON, INCLUDING ALL STREETS, EASEMENTS (DRAINAGEWAYS, ALLEYS). UTILITY EASEMENTS AS SHOWN HEREON ARE DEDICATED FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES. EXCLUSIVE EASEMENTS FOR TOWN USES AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF ORO VALLEY.

WE HEREBY GRANT TO THE PUBLIC, PIMA COUNTY, ORO VALLEY WATER UTILITY, AND ALL UTILITY COMPANIES ALL EASEMENTS AND PRIVATE STREETS AS SHOWN HEREON FOR THE PURPOSES OF ACCESS, INSTALLATION AND MAINTENANCE OF PUBLIC SEWERS, PUBLIC WATER MAINS, AND OTHER UTILITIES, AND OTHER USES AS DESIGNATED BY THIS PLAT.

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY SAVE TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT APPROVAL OF THE ORO VALLEY TOWN COUNCIL.

PRIVATE DRAINAGEWAYS AND COMMON AREAS, AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND (EXCEPT FOR DRAINAGEWAYS), AND FOR THE ACCESS, INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES AND SEWERS.

TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCKET / BOOK _____ PAGES _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY FOR THE PRIVATE DRAINAGE WAYS AND COMMON AREAS WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER TRUST NO. 9106, ONLY AND NOT OTHERWISE

BY _____ DATE: _____
TRUST OFFICER
STATE OF ARIZONA } S.S.
PIMA COUNTY

BEFORE ME THE UNDERSIGNED, PERSONALLY APPEARED _____ IS ACKNOWLEDGED TO BE THE OFFICER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHERE I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

RECORDING DATA

STATE OF ARIZONA } S.S. No. _____
COUNTY OF PIMA } Fee _____
FILED FOR RECORD AT THE REQUEST OF CPE CONSULTANTS, L.L.C.
AN ARIZONA LIMITED LIABILITY COMPANY
ON THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ THEREOF.

DEPUTY FOR COUNTY RECORDER

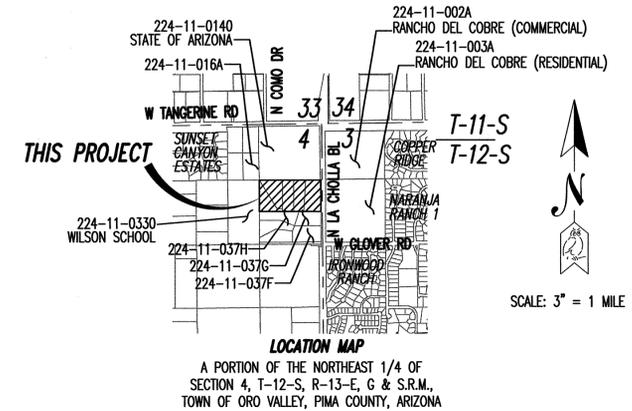
WATER ADEQUACY

THE TOWN OF ORO VALLEY HAS BEEN DESIGNATED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY, PURSUANT TO ARS §45-576, AND HEREBY CERTIFIES IN WRITING TO SUPPLY WATER TO THIS SUBDIVISION.

BY _____ DATE: _____
TOWN OF ORO VALLEY
WATER UTILITY DIRECTOR

BENEFICIARY

THE BENEFICIARY OF FIRST AMERICAN TITLE INSURANCE COMPANY TRUST No. 9106 IS:
HERITAGE HOMES OF ARIZONA, INC.
3275 W. INA ROAD, SUITE 220
TUCSON, ARIZONA 85741



SHEET INDEX

1	COVER SHEET
2	SUBDIVISION BOUNDARY OVERVIEW
3 & 4	LOT PLAT SHEETS
5	100 YEAR FLOOD PRONE & EROSION HAZARD SETBACK LINES

LEGEND

---	100-YR FLOODPLAIN LIMITS
---	EROSION HAZARD SETBACK LINE
---	SUBDIVISION PLAT BOUNDARY
---	RIGHT-OF-WAY CENTERLINE
---	SURVEY TIE
---	SECTION LINE
---	EASEMENT LINE
---	PROPERTY LINES
*	CORNER LOT, DRIVEWAY LOCATION
○	FOUND MONUMENT AS NOTED
○	NEW 1/2" STEEL PIN TO BE SET BY AN ARIZONA REGISTERED LAND SURVEYOR
□	C/L OF ROAD BCSM TO BE SET BY AN ARIZONA REGISTERED LAND SURVEYOR
LOT-11	LOT NUMBER
C7	CURVE NUMBER
L5	LINE NUMBER
CA9	COMMON AREA LINE NUMBER
FPB	FLOOD PRONE LINE NUMBER
ST1	SURVEY TIE LINE NUMBER
CA "A"	CRITICAL RESOURCES OPEN SPACE (COMMON AREA "A")
CA "B"	TIER 2 OPEN SPACE (COMMON AREA "B")
CA "C"	PRIVATE STREET, PUBLIC UTILITY EASEMENT (COMMON AREA "C")

FINAL PLAT RANCHO DE PLATA LOTS 1 THROUGH 50 AND COMMON AREAS "A" (CRITICAL RESOURCES OPEN SPACE), "B" (TIER 2 OPEN SPACE), AND "C" (PRIVATE STREETS/ PUBLIC UTILITY EASEMENT) A PORTION OF SECTION 4, T-12-S, R-13-E, G & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, AZ		DATE: 06/2014 CPE J# 292 SCALE: 3" = 1 MILE CONTOUR INTERVAL: N/A SHEET 1 OF 5
PROJECT CASE NUMBER: OV1111-001; OV911-005 PROJECT CASE NUMBER: OV1212-17		SHEET 1 OF 5

Parcel 224-11-016A
Dkt 11277, Pg 987, Sequence
Number 20000730412

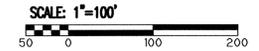
Parcel 224-11-0140
STATE OF ARIZONA
(undeveloped)

TANGERINE ROAD
(PRIVATE)

NE COR SEC 4
FND BCSM RLS 39861



Parcel 224-08-002A
Dkt 12872, Pg 6198
(unimproved)



AMPHITHEATER SCHOOL DISTRICT
No 10
Parcel 224-11-0330 Dkt 9766,
Pe 376, Sequence Number
94070083

RANCHO DEL COBRE
Parcel 224-08-003A
Dkt 12872, Pg 6203
(unimproved)

Parcel 224-11-037G
Dkt 12114, Pg 6556, Sequence
Number 20031572097.

SET 1/2" IR RLS 22245

Parcel 224-11-037H
Dkt 12326, Pg 457, Sequence
Number 20032421389

FND 1/2" IR RLS 12122

FND 1/2" IR RLS 12122

SET 1/2" IR RLS 22245

E 1/4 SEC 4
FND BCSM RLS 37400

GLOVER ROAD (PUBLIC)
BK 1790, PG 446
BK 1790, PG 448

Ri-144

Ri-144

Ri-144

Ri-144

Ri-144

Ri-20

PROJECT OVERVIEW AND SURVEY TIE

OV1111-001; OV911-005

CPE CONSULTANTS



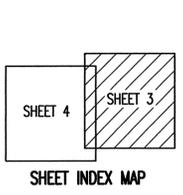
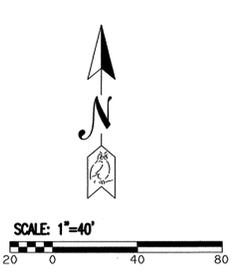
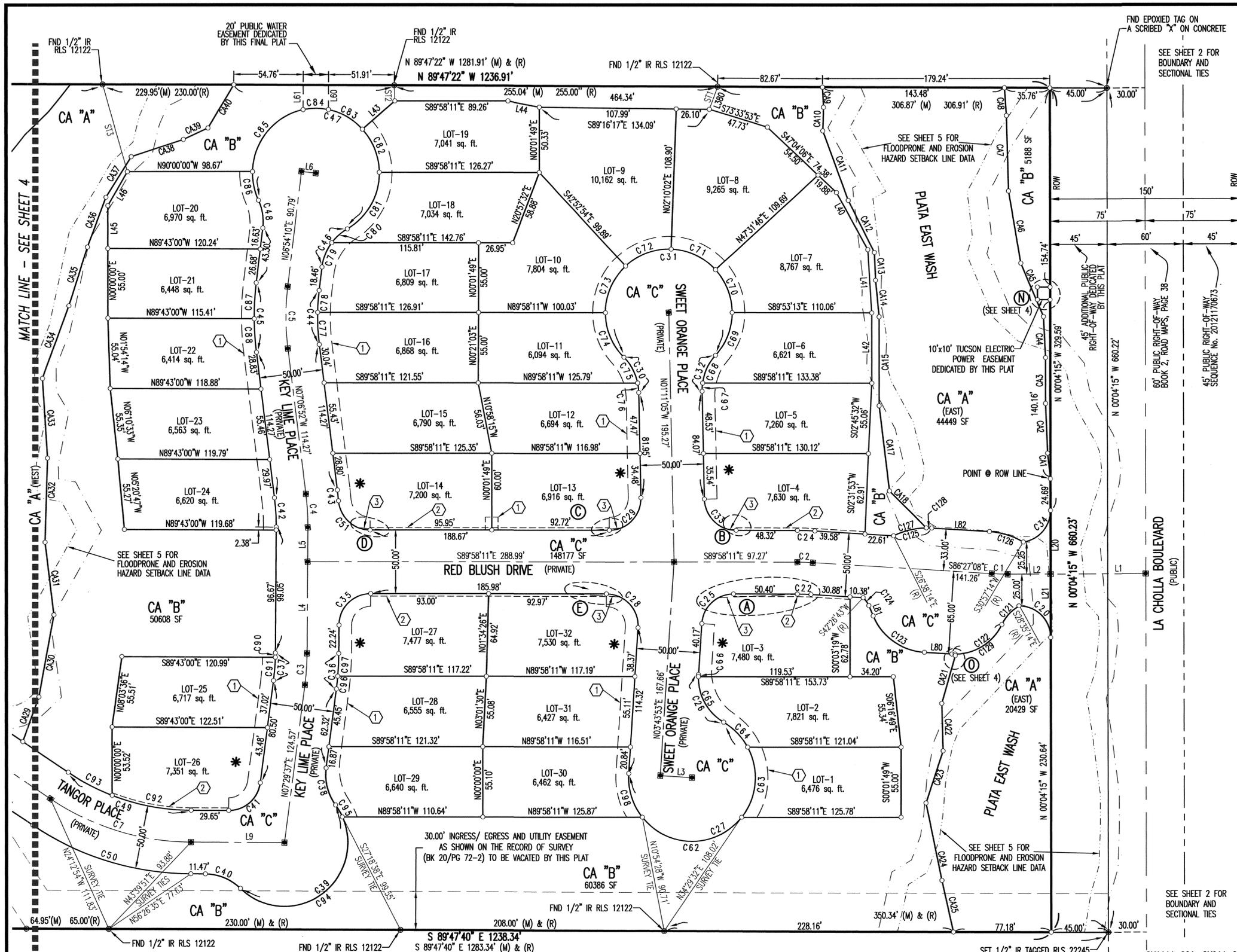
CPE CONSULTANTS, LLC.
3895 N BUSINESS CENTER DR, SUITE 115
TUCSON, ARIZONA 85705
520.545.7001



FINAL PLAT RANCHO DE PLATA		DATE: 06/2014
LOTS 1 THROUGH 50 AND COMMON AREAS "A" (CRITICAL RESOURCES OPEN SPACE), "B" (TIER 2 OPEN SPACE), AND "C" (PRIVATE STREETS/ PUBLIC UTILITY EASEMENT)		CPE J# 292
A PORTION OF SECTION 4, T-12-S, R-13-E, G & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, AZ		SCALE: 1"=100'
PROJECT OVERVIEW AND SURVEY TIE		CONTOUR INTERVAL: N/A
SHEET	OF	
2	5	
PROJECT CASE NUMBER: OV1212-17		

SEQUENCE No. _____

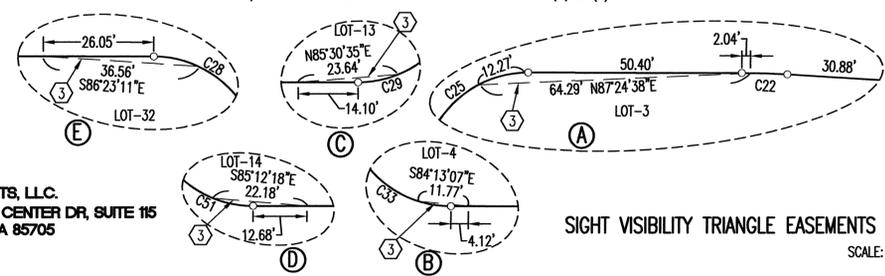
SEQUENCE No.



CURVE TABLE				CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CENTERLINE			RIGHT-OF-WAY		
				LENGTH	RADIUS	DELTA	LENGTH	RADIUS	DELTA
C1	12.63'	200.00'	3°37'07"	C62	90.01'	50.01'	103°08'37"		
C2	12.28'	200.00'	3°31'04"	C63	58.48'	50.00'	67°00'49"		
C3	24.75'	200.00'	7°05'25"	C64	27.34'	50.00'	31°19'32"		
C4	26.24'	200.00'	7°31'04"	C65	42.88'	40.00'	61°25'00"		
C5	48.93'	200.00'	14°01'03"	C66	1.53'	40.00'	2°11'44"		
C7	117.49'	200.00'	33°39'33"	C67	6.50'	40.00'	9°18'41"		
C8	24.05'	40.00'	34°27'01"	C68	24.05'	40.00'	34°27'01"		
C9	37.06'	50.00'	42°28'22"	C69	37.06'	50.00'	42°28'22"		
C10	37.15'	50.00'	42°34'29"	C70	37.15'	50.00'	42°34'29"		
C11	10.74'	175.00'	3°31'04"	C71	39.59'	50.00'	45°21'44"		
C12	10.74'	175.00'	3°31'04"	C72	39.31'	50.00'	45°02'56"		
C13	13.81'	225.00'	3°31'04"	C73	41.32'	50.00'	47°20'40"		
C14	37.65'	250.00'	8°17'56"	C74	39.03'	50.00'	44°43'14"		
C15	44.41'	40.00'	6°33'44"	C75	22.95'	40.00'	32°52'08"		
C16	212.59'	50.00'	24°33'44"	C76	7.60'	40.00'	10°53'35"		
C17	40.88'	25.00'	93°42'04"	C77	25.25'	175.00'	8°16'01"		
C18	39.80'	25.00'	91°12'54"	C78	17.56'	175.00'	5°45'01"		
C19	30.55'	40.00'	4°34'42"	C79	20.87'	40.00'	29°53'59"		
C20	233.46'	50.00'	26°31'25"	C80	16.47'	40.00'	23°35'14"		
C21	30.55'	40.00'	4°34'42"	C81	53.40'	50.00'	61°11'14"		
C22	38.74'	25.00'	88°47'06"	C82	36.68'	50.00'	42°02'02"		
C23	35.74'	25.00'	81°54'22"	C83	31.14'	50.00'	35°41'11"		
C24	39.11'	25.00'	89°37'37"	C84	20.14'	50.00'	23°04'27"		
C25	27.84'	225.00'	7°05'25"	C85	67.25'	225.00'	7°03'29"		
C26	21.66'	175.00'	7°05'25"	C86	22.95'	50.00'	26°17'49"		
C27	30.55'	40.00'	4°34'42"	C87	28.56'	225.00'	7°16'20"		
C28	148.63'	50.00'	17°08'47"	C88	26.49'	225.00'	6°44'42"		
C29	30.55'	40.00'	4°34'42"	C89	NOT USED				
C30	36.12'	25.00'	82°47'22"	C90	3.32'	175.00'	1°05'18"		
C31	22.96'	175.00'	7°31'04"	C91	18.33'	175.00'	6°00'07"		
C32	8.63'	225.00'	2°11'52"	C92	63.74'	175.00'	20°52'03"		
C33	42.81'	175.00'	14°01'03"	C93	39.07'	175.00'	12°47'30"		
C34	55.05'	225.00'	14°01'03"	C94	137.64'	50.00'	157°43'31"		
C35	37.34'	40.00'	53°29'12"	C95	10.98'	50.00'	12°35'16"		
C36	231.55'	50.00'	26°52'01"	C96	9.99'	225.00'	2°32'42"		
C37	22.24'	40.00'	31°50'59"	C97	17.85'	225.00'	4°32'43"		
C38	102.81'	175.00'	33°39'33"	C98	36.76'	50.00'	42°07'46"		
C39	132.18'	225.00'	33°39'33"	C99	NOT USED				
C40	37.11'	25.00'	85°03'11"	C100	NOT USED				
C41	20.56'	33.00'	35°42'13"	C101	20.56'	33.00'	35°42'13"		
C42	48.54'	41.00'	67°50'19"	C102	48.54'	41.00'	67°50'19"		
C43	52.11'	47.00'	63°31'19"	C103	52.11'	47.00'	63°31'19"		
C44	7.73'	18.00'	24°35'52"	C104	7.73'	18.00'	24°35'52"		
C45	31.08'	59.00'	30°11'06"	C105	31.08'	59.00'	30°11'06"		
C46	28.22'	59.00'	27°24'22"	C106	28.22'	59.00'	27°24'22"		
C47	26.80'	59.00'	26°01'27"	C107	26.80'	59.00'	26°01'27"		
C48	4.28'	59.00'	4°09'39"	C108	4.28'	59.00'	4°09'39"		
C49	45.90'	41.00'	64°08'20"	C109	45.90'	41.00'	64°08'20"		

LOT LINES			SURVEY TIES		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	75.00'	N89°55'45"E	ST1	18.55'	N20°42'03"E
L2	33.85'	N89°55'45"E	ST2	11.86'	N01°35'46"W
L3	25.00'	S86°16'07"E	ST3	69.96'	S16°06'34"E
L4	71.91'	N00°24'12"E	ST4	38.88'	N02°23'17"W
L5	27.14'	N00°24'12"E	ST5	32.41'	N02°51'54"W
L6	11.45'	S83°05'50"E	ST6	45.70'	N22°57'03"W
L7	73.72'	S89°43'00"E	ST7	57.48'	N09°44'11"W
L8	50.00'	S00°04'15"E	ST8	58.29'	N01°35'33"W
L9	50.00'	S00°04'15"E	ST9	21.35'	N04°05'22"W
L10	NOT USED		ST10	15.37'	S03°00'56"E
L11	NOT USED		ST11	18.07'	S01°51'40"W
L12	NOT USED		ST12	57.56'	S20°23'38"E
L13	NOT USED		ST13	45.63'	S26°45'34"E
L14	51.00'	S28°55'09"E	ST14	21.84'	S02°31'48"E
L15	50.05'	S03°29'22"E	ST15	29.04'	S05°27'55"E
L16	55.00'	S00°00'00"E	ST16	69.60'	S00°00'00"E
L17	33.55'	N89°42'23"E	ST17	66.86'	S06°57'33"E
L18	25.22'	S79°17'42"E	ST18	41.04'	S45°01'35"E
L19	33.44'	N00°00'00"W	ST19	NOT USED	
L20	30.61'	N30°21'38"E	ST20	1.14'	S05°42'57"E
L21	18.73'	N00°12'38"E	ST21	38.94'	S16°01'14"W
L22	18.83'	N00°12'38"E	ST22	37.04'	S01°35'19"E
L23	NOT USED		ST23	42.93'	S18°17'51"W
L24	21.64'	N86°27'08"W	ST24	62.09'	S11°37'11"E
L25	8.91'	N22°55'49"W	ST25	41.30'	S12°41'12"E
L26	45.62'	S86°27'08"E	ST26	NOT USED	
L27	NOT USED		ST27	20.56'	N03°38'11"W
L28	NOT USED		ST28	60.67'	N20°10'43"E
L29	NOT USED		ST29	48.55'	N17°32'26"E
L30	NOT USED		ST30	41.64'	N20°34'24"E
L31	NOT USED		ST31	37.15'	N32°21'18"E
L32	NOT USED		ST32	43.22'	N71°57'44"E
L33	NOT USED		ST33	21.40'	N65°37'19"E
L34	NOT USED		ST34	38.79'	N31°37'52"E

- KEYNOTES**
- ① 10' PUBLIC UTILITY, SIGNAGE & ROADWAY MAINTENANCE EASEMENT DEDICATED BY THIS PLAT
 - ② 1' NO VEHICULAR ACCESS EASEMENT PER THIS PLAT
 - ③ SIGHT VISIBILITY TRIANGLE EASEMENT PER THIS PLAT

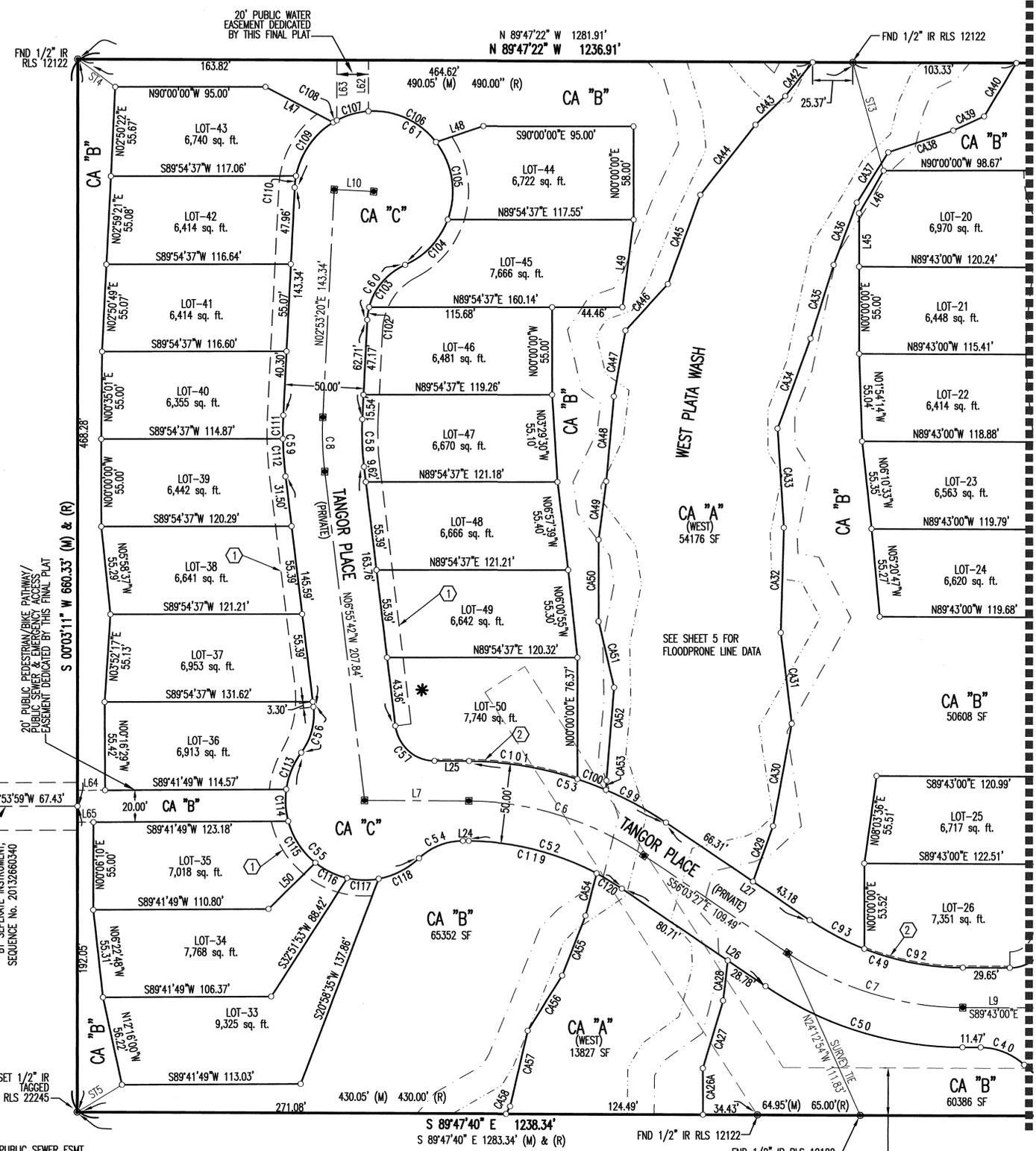
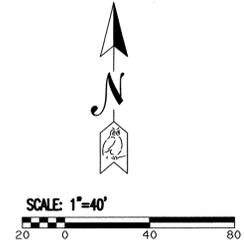
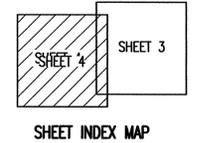


Professional Engineer seals for Raul Francisco G. Pina and Michael Amersson. The seal for Michael Amersson includes the text 'REGISTERED LAND SURVEYOR', '2245 MICHAEL AMERSSON', 'Pina', 'Arizona', 'Exp. 3-31-2011'.

CPE CONSULTANTS
 CPE CONSULTANTS, L.L.C.
 3895 N BUSINESS CENTER DR, SUITE 115
 TUCSON, ARIZONA 85705
 520.545.7001

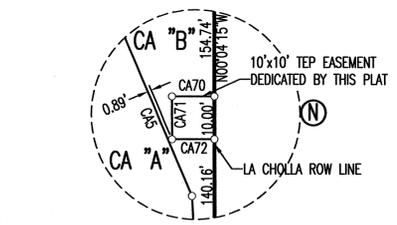
FINAL PLAT
RANCHO DE PLATA
 LOTS 1 THROUGH 50 AND COMMON AREAS "A" (CRITICAL RESOURCES OPEN SPACE), "B" (TIER 2 OPEN SPACE), AND "C" (PRIVATE STREETS/ PUBLIC UTILITY EASEMENT)
 A PORTION OF SECTION 4, T-12-S, R-13-E, G & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, AZ
 LOTS 1 - 32 AND DETAILS A, B, C, D, & E
 PROJECT CASE NUMBER: OV1212-17

DATE: 06/2014
 CPE # 292
 SCALE: 1"=40'
 CONTOUR INTERVAL: N/A
 SHEET 3 OF 5

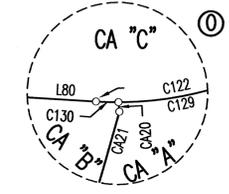


LINE TABLE		
LINE	LENGTH	BEARING
CENTERLINE		
L7	65.92'	S89°43'09"E
L8	NOT USED	
L10	25.00'	S87°06'40"E
RIGHT-OF-WAY		
L24	3.67'	N89°43'09"W
L25	21.85'	N89°43'09"W
L26	109.49'	S56°03'27"E
L27	109.49'	S56°03'27"E
LOT LINES		
L47	48.16'	S62°43'16"E
L48	31.55'	N71°48'15"E
L49	55.47'	S07°20'59"W
L50	41.41'	S45°47'13"W
L62	31.60'	N00°12'38"E
L63	37.33'	N00°12'38"E
L64	17.43'	S89°41'49"W
L65	10.05'	S89°41'49"W
SURVEY TIES		
ST3	69.96'	S16°06'34"E
ST4	29.18'	S54°04'04"E
ST5	33.05'	N58°35'39"E
COMMON AREA "A" WEST		
CA26A	29.30'	N00°09'42"W
CA27	44.35'	N16°50'10"E
CA28	25.38'	N06°42'57"E
CA29	37.10'	N19°59'43"E
CA30	65.26'	N10°28'09"E
CA31	57.68'	N06°53'17"W
CA32	65.77'	N01°44'08"E
CA33	62.33'	N03°38'11"W
CA34	60.67'	N20°10'43"E
CA35	48.55'	N17°32'26"E
CA36	41.64'	N20°34'24"E
CA37	37.15'	N32°21'18"E
CA38	43.22'	N71°57'44"E
CA39	21.40'	N65°37'19"E
CA40	38.79'	N31°37'52"E
CA41	NOT USED	
CA42	27.24'	S39°35'08"W
CA43	25.85'	S46°34'28"W
CA44	55.83'	S38°44'11"W
CA45	59.60'	S20°09'14"W
CA46	39.68'	S42°32'12"W
CA47	42.06'	S10°01'01"W
CA48	53.82'	S05°11'57"W
CA49	36.87'	S07°36'06"W
CA50	51.16'	S00°00'00"E
CA51	42.55'	S13°15'08"E
CA52	58.68'	S04°46'05"W
CA53	5.86'	S03°10'58"W
CA54	27.42'	S14°46'01"W
CA55	40.34'	S21°33'32"W
CA56	40.83'	S32°10'33"W
CA57	49.02'	S13°09'23"W
CA58	5.46'	S28°05'40"W
RIGHT-OF-WAY		
L80	21.64'	S86°27'08"E
COMMON AREA "A" EAST		
CA5	45.70'	N22°57'03"W
CA20	1.14'	N05°42'57"W
CA21	38.94'	S16°01'14"W
COMMON AREA "B" EAST		
CA70	10.00'	S89°54'45"W
CA71	10.00'	S00°04'15"E
CA72	10.00'	N89°54'45"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
CENTERLINE			
C6	117.50'	200.00'	33°39'42"
C7	117.49'	200.00'	33°39'33"
C8	34.27'	200.00'	9°49'02"
RIGHT-OF-WAY			
C40	30.55'	40.00'	43°45'42"
C49	102.81'	175.00'	33°39'33"
C50	132.18'	225.00'	33°39'33"
C52	102.81'	175.00'	33°39'42"
C53	132.19'	225.00'	33°39'42"
C54	30.55'	40.00'	43°45'42"
C55	148.63'	50.00'	170°18'51"
C56	30.55'	40.00'	43°45'42"
C57	36.12'	25.00'	82°47'27"
C58	29.99'	175.00'	9°49'02"
C59	38.55'	225.00'	9°49'02"
C60	44.41'	40.00'	63°36'44"
C61	212.59'	50.00'	243°36'44"
C92	63.74'	175.00'	20°52'03"
C93	39.07'	175.00'	12°47'30"
C99	43.25'	225.00'	11°00'48"
C100	19.22'	225.00'	4°53'43"
C101	69.72'	225.00'	17°45'11"
C102	8.00'	40.00'	11°27'13"
C103	36.41'	40.00'	52°09'31"
C104	40.10'	50.00'	45°57'12"
C105	51.09'	50.00'	58°32'42"
C106	48.67'	50.00'	55°46'33"
C107	20.96'	50.00'	24°00'59"
C108	2.58'	50.00'	2°57'40"
C109	42.02'	50.00'	48°09'03"
C110	7.16'	50.00'	8°12'35"
C111	14.76'	225.00'	3°45'31"
C112	23.79'	225.00'	6°03'31"
C113	25.08'	50.00'	28°44'42"
C114	20.17'	50.00'	23°06'56"
C115	31.87'	50.00'	36°31'02"
C116	22.39'	50.00'	25°39'09"
C117	20.12'	50.00'	23°03'11"
C118	29.00'	50.00'	33°13'50"
C119	84.18'	175.00'	27°33'38"
C120	18.63'	175.00'	6°06'04"
C122	48.54'	41.00'	67°50'19"
COMMON AREAS "A" & "B"			
C129	45.90'	41.00'	64°08'20"
C130	2.65'	41.00'	3°41'59"



TUCSON ELECTRIC POWER EASEMENT DETAIL
SCALE: 1"=20'



COMMON AREA DETAIL
SCALE: 1"=10'

KEYNOTES

- ① 10' PUBLIC UTILITY, SIGNAGE & ROADWAY MAINTENANCE EASEMENT DEDICATED BY THIS PLAT
- ② 1' NO VEHICULAR ACCESS EASEMENT PER THIS PLAT

OV1111-001; OV911-005

FINAL PLAT RANCHO DE PLATA		DATE: 06/2014
LOTS 1 THROUGH 50 AND COMMON AREAS "A" (CRITICAL RESOURCES OPEN SPACE), "B" (TIER 2 OPEN SPACE), AND "C" (PRIVATE STREETS/ PUBLIC UTILITY EASEMENT)		CPE J# 292
A PORTION OF SECTION 4, T-12-S, R-13-E, G & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, AZ		SCALE: 1"=40'
LOTS 33 - 50 AND DETAILS N & O		CONTOUR INTERVAL: N/A
PROJECT CASE NUMBER: OV1212-17	SHEET 4	OF 5

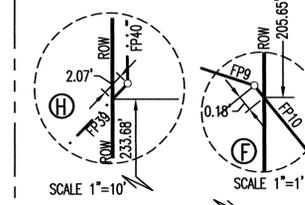
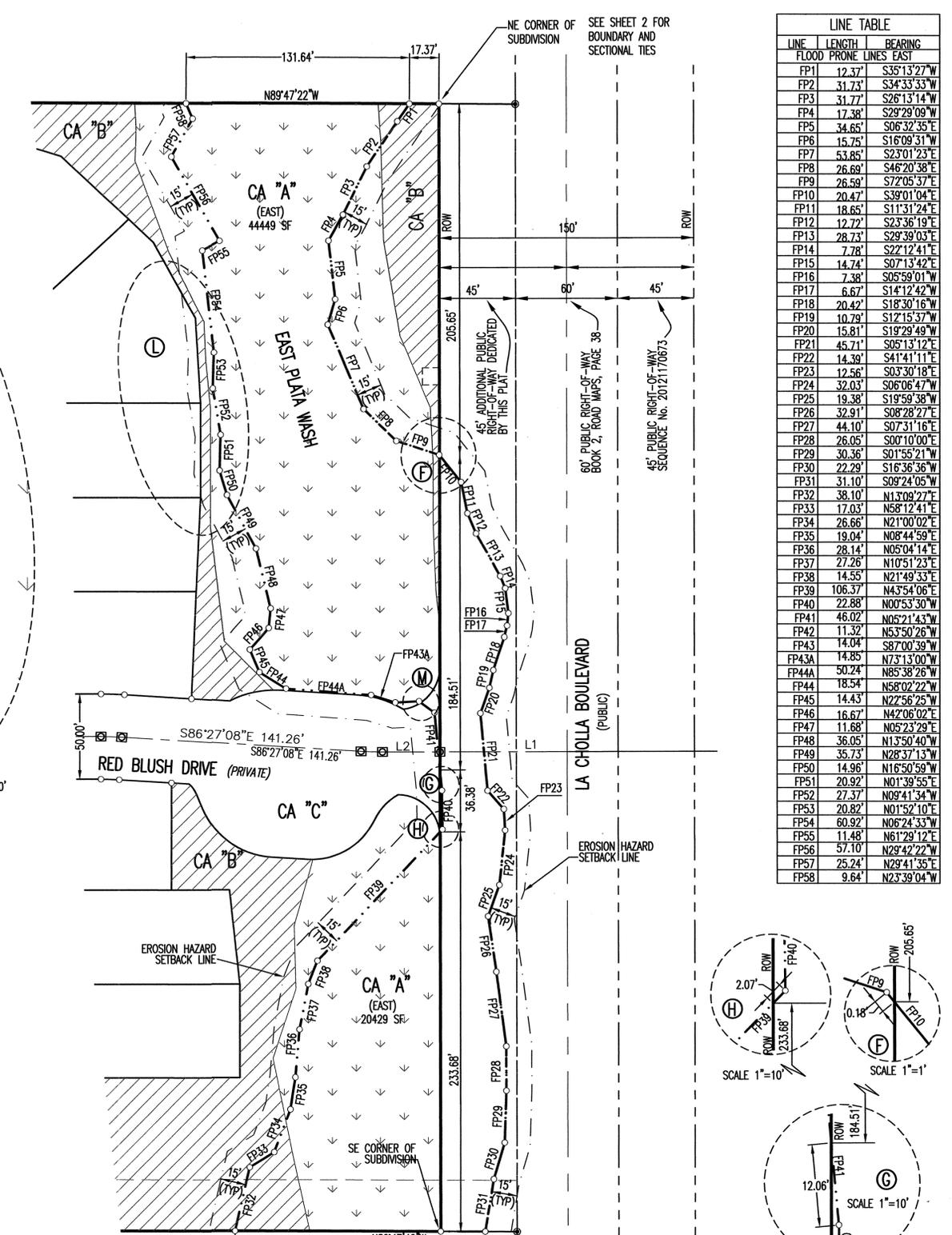
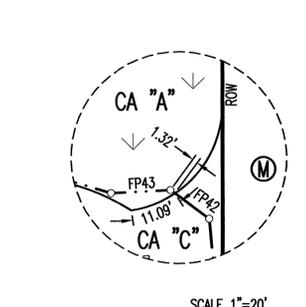
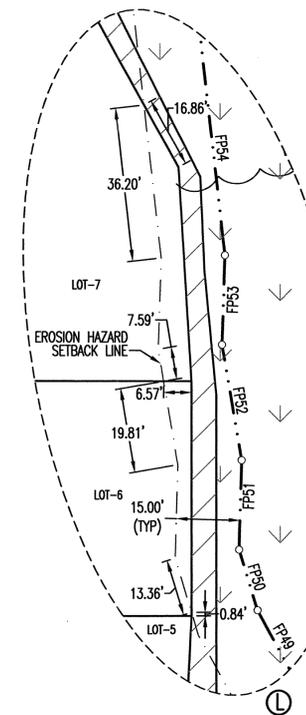
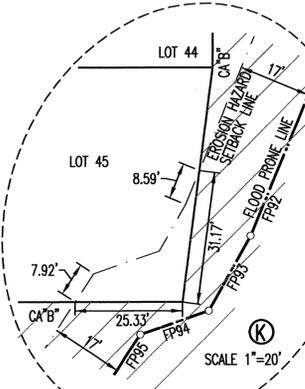
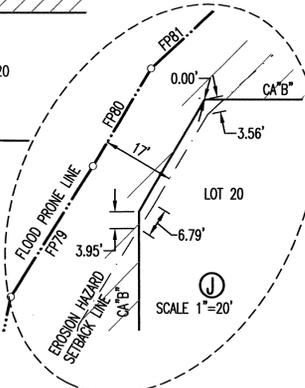
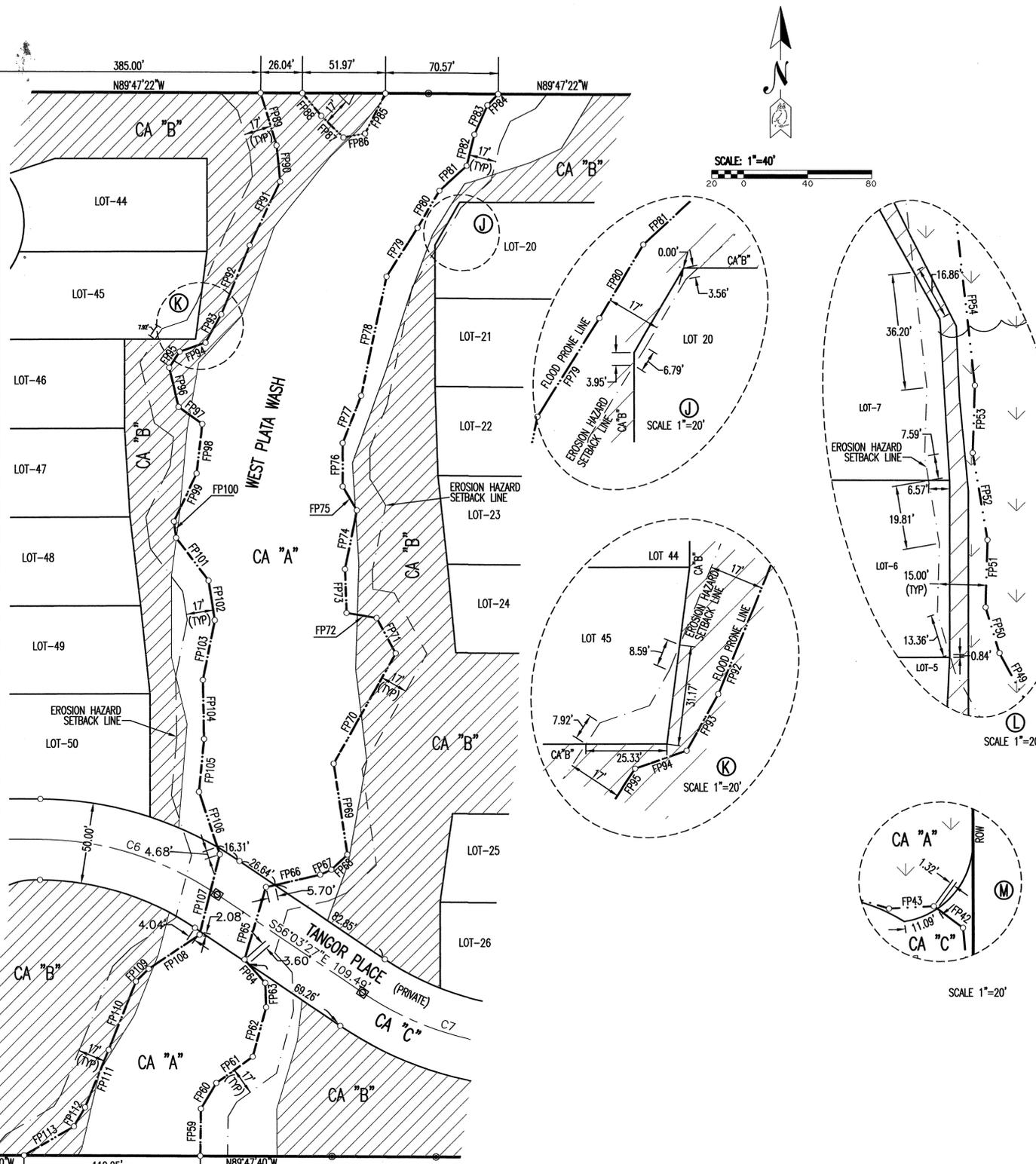
CPE CONSULTANTS

CPE CONSULTANTS, L.L.C.
 3895 N BUSINESS CENTER DR, SUITE 115
 TUCSON, ARIZONA 85705
 520.545.7001

SEQUENCE No. _____

FND 1/2" IR
RLS 12122

LINE	LENGTH	BEARING
FLOOD PRONE LINES WEST		
FP59	29.30	N00°52'59"E
FP60	18.66	N30°58'26"E
FP61	28.03	N54°18'15"E
FP62	31.79	N15°18'28"E
FP63	15.07	N02°07'32"W
FP64	19.59	N41°20'48"W
FP65	47.08	N16°36'48"E
FP66	34.74	N77°15'54"E
FP67	7.67	N66°12'10"E
FP68	13.65	N47°06'21"E
FP69	57.03	N06°36'30"W
FP70	78.82	N29°29'18"W
FP71	25.17	N28°11'39"W
FP72	19.09	N80°32'35"W
FP73	27.12	N02°02'46"W
FP74	37.36	N11°31'42"E
FP75	17.17	N31°10'49"W
FP76	27.01	N00°00'00"E
FP77	31.36	N21°37'59"E
FP78	75.90	N12°05'38"E
FP79	36.13	N32°27'33"E
FP80	26.86	N30°41'57"E
FP81	23.04	N47°36'51"E
FP82	20.16	N14°02'30"E
FP83	19.66	N24°30'26"E
FP84	9.49	N45°00'41"E
FP85	27.48	S27°33'44"W
FP86	13.74	S78°34'00"W
FP87	19.11	N46°31'08"W
FP88	18.28	N40°31'36"W
FP89	33.58	S17°13'58"E
FP90	22.54	S05°40'08"E
FP91	44.05	S25°40'12"W
FP92	46.86	S22°17'37"W
FP93	20.19	S29°13'49"W
FP94	17.10	S71°00'04"W
FP95	11.83	S33°23'57"W
FP96	24.90	S13°23'52"E
FP97	18.25	S54°28'24"E
FP98	30.77	S06°38'07"W
FP99	33.07	S25°28'20"W
FP100	10.17	S08°02'24"E
FP101	33.49	S37°14'46"E
FP102	24.83	S09°03'41"E
FP103	38.06	S11°18'52"W
FP104	36.82	S01°06'23"E
FP105	32.98	S05°28'16"W
FP106	40.69	S18°33'40"E
FP107	51.51	S14°17'56"W
FP108	38.33	S56°05'54"W
FP109	11.25	S45°00'42"W
FP110	45.69	S21°54'26"W
FP111	38.65	S22°30'19"W
FP112	13.68	S30°43'36"W
FP113	36.03	S60°01'05"W



LINE	LENGTH	BEARING
FLOOD PRONE LINES EAST		
FP1	12.37	S35°13'27"W
FP2	31.73	S34°33'33"W
FP3	31.77	S26°13'14"W
FP4	17.38	S29°29'09"W
FP5	34.65	S06°32'35"E
FP6	15.75	S16°09'31"W
FP7	53.85	S27°01'23"E
FP8	26.69	S46°20'38"E
FP9	26.59	S72°05'37"E
FP10	20.47	S39°01'04"E
FP11	18.65	S11°31'24"E
FP12	12.72	S23°36'19"E
FP13	28.73	S29°39'03"E
FP14	7.78	S22°12'41"E
FP15	14.74	S07°13'42"E
FP16	7.38	S05°59'01"W
FP17	6.67	S14°12'42"W
FP18	20.42	S18°30'16"W
FP19	10.79	S12°15'37"W
FP20	15.81	S19°29'49"W
FP21	45.71	S05°13'12"E
FP22	14.39	S41°41'11"E
FP23	12.56	S03°30'18"E
FP24	32.03	S06°06'47"W
FP25	19.38	S19°59'38"W
FP26	32.91	S08°28'27"E
FP27	44.10	S07°31'16"E
FP28	26.05	S00°10'00"E
FP29	30.36	S01°55'21"W
FP30	22.29	S16°36'36"W
FP31	31.10	S09°24'05"W
FP32	38.10	N1°08'27"E
FP33	17.03	N58°12'41"E
FP34	26.66	N21°00'02"E
FP35	19.04	N08°44'59"E
FP36	28.14	N05°04'14"E
FP37	27.26	N10°51'23"E
FP38	14.55	N21°49'33"E
FP39	106.37	N4°54'06"E
FP40	22.88	N00°53'30"W
FP41	46.02	N06°21'43"W
FP42	11.32	N53°50'26"W
FP43	14.04	S8°00'39"W
FP43A	14.85	N7°13'00"W
FP44A	50.24	N85°38'26"W
FP44	18.54	N58°02'22"W
FP45	14.43	N22°56'25"W
FP46	16.67	N42°06'02"E
FP47	11.68	N05°23'29"E
FP48	36.05	N13°50'40"W
FP49	35.73	N28°37'13"W
FP50	14.96	N16°50'59"W
FP51	20.92	N01°39'55"E
FP52	27.37	N09°41'34"W
FP53	20.82	N01°52'10"E
FP54	60.92	N06°24'33"W
FP55	11.48	N6°12'9"12"E
FP56	57.10	N29°42'22"W
FP57	25.24	N29°41'35"E
FP58	9.64	N23°39'04"W

100 YEAR FLOOD PRONE & EROSION HAZARD SETBACK LINES

OV1111-001; OV911-005



FINAL PLAT
RANCHO DE PLATA

LOTS 1 THROUGH 50 AND COMMON AREAS "A" (CRITICAL RESOURCES OPEN SPACE), "B" (TIER 2 OPEN SPACE), AND "C" (PRIVATE STREETS/ PUBLIC UTILITY EASEMENT)

A PORTION OF SECTION 4, T-12-S, R-13-E, G & S. R. M.,
TOWN OF ORO VALLEY, PIMA COUNTY, AZ

100 YEAR FLOOD PRONE & EROSION HAZARD SETBACK LINES

PROJECT CASE NUMBER: OV1212-17

DATE: 06/2014	
CPE J# 292	
SCALE: AS NOTED	
CONTOUR INTERVAL: N/A	
SHEET	OF
5	5



Town Council Regular Session

Item # **F.**

Meeting Date: 07/02/2014
Requested by: Bayer Vella
Submitted By: Rosevelt Arellano
Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Request for approval of a Final Plat for Block 2 of the Maracay at Vistoso subdivision, located south of the Pebble Creek Drive and La Canada Drive intersection

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The applicant requests approval of a Final Plat for one (1) of six (6) communities in the Maracay at Vistoso subdivision. The plat features 39 lots, private streets, and common areas. The Final Plat has been reviewed and meets Town requirements.

BACKGROUND OR DETAILED INFORMATION:

The Final Plat requires Town Council approval prior to being officially recorded by Pima County.

In June 2013, Town Council approved the Conceptual Site Plan (CSP) for the proposed development. The Final Plat does not affect the design components (i.e. site layout, access, pedestrian connectivity, common areas, etc.) approved as part of the CSP.

Proposed Improvements

- 17.55 acres subdivided into 39 lots
- Average lot size: 10,000 sq. ft.
- Maximum building height: 30 ft. and 2-story
- Common areas throughout the site

Previous Approvals

- September 2013: CSP approved
- June 2014: Overall Block Plat for entire Maracay at Vistoso subdivision area approved

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Final Plat for Block 2 of the Maracay at Vistoso subdivision, finding that it meets Town requirements.

OR

I MOVE to deny the Final Plat for Block 2 of the Maracay at Vistoso subdivision, finding that

_____.

Attachments

Attachment 1 - Final Plat

APPROVALS

I, _____, CLERK OF THE TOWN OF ORO VALLEY, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY ON THE _____ DAY OF _____, 20____.

CLERK, TOWN OF ORO VALLEY	DATE
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT	DATE
TOWN ENGINEER	DATE
PLANNING MANAGER	DATE
WATER UTILITY DIRECTOR	DATE

ASSURANCES

ASSURANCES IN THE FORM OF _____ FROM TITLE SECURITY AGENCY OF ARIZONA AS RECORDED IN SEQUENCE NO. _____ HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER, WATER) IN THE SUBDIVISION.

BY: _____ DATE _____
MAYOR - TOWN OF ORO VALLEY

ASSURANCES IN THE FORM OF _____ FROM TITLE SECURITY AGENCY OF ARIZONA HAVE BEEN PROVIDED TO GUARANTEE THE RESEEDING OF THIS SUBDIVISION IN THE EVENT THE PROJECT IS ABANDONED.

WATER ADEQUACY

THE TOWN OF ORO VALLEY HAS BEEN DESIGNATED BY THE ARIZONA DEPARTMENT WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY, PURSUANT TO ARS §45-576 AND HEREBY CERTIFIES IN WRITING TO SUPPLY WATER TO THIS SUBDIVISION.

BY: _____ DATE _____
WATER UTILITY DIRECTOR

RECORDING DATA

STATE OF ARIZONA) FEE _____
COUNTY OF PIMA) SS No. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE WLB GROUP, INC., ON THIS _____ DAY OF _____, 20____, AT _____ M. IN SEQUENCE NO. _____, THEREOF.

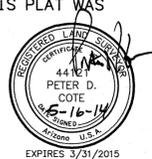
F. ANN RODRIGUEZ, PIMA COUNTY RECORDER

BY: _____ DATE _____
DEPUTY FOR PIMA COUNTY RECORDER

CERTIFICATION

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND/OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.

PETER D. COTE, R.L.S., No. 44121



I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE 100-YEAR FLOOD PRONE LIMITS AS NOTED WERE REVIEWED AND SHOWN UNDER MY DIRECTION.

DAVID W. LITTLE, P.E., NO. 36234



LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY
- LOT LINE
- 100 YR. FLOOD LINE
- EROSION HAZARD SET-BACK LINE
- EASEMENT LINE
- SECTION LINE
- INDICATES BRASS DISK SURVEY MONUMENT STAMPED TO BE SET BY A REGISTERED LAND SURVEYOR UPON COMPLETION OF ROAD CONSTRUCTION
- FOUND MONUMENT AS NOTED
- 1/2" IRON PARCEL PIN TO BE SET; TAGGED RLS 44121 UPON COMPLETION OF IMPROVEMENTS
- EXIST. BOUNDARY CORNERS, 1/2" IP TAGGED RLS 12214
- ⊗ EXIST. BOUNDARY CORNERS, 1/2" IP TAGGED RLS 26923
- N.A.E. NO ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- ⊙ SECTION CORNER / QUARTER SECTION CORNER
- C.A. COMMON AREA
- EHS EROSION HAZARD SETBACK
- IP IRON PIN

SHEET INDEX

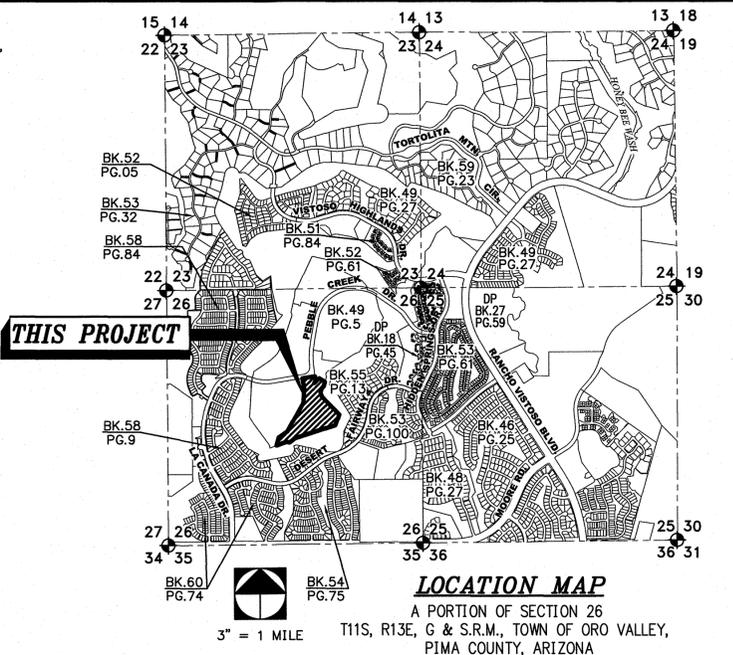
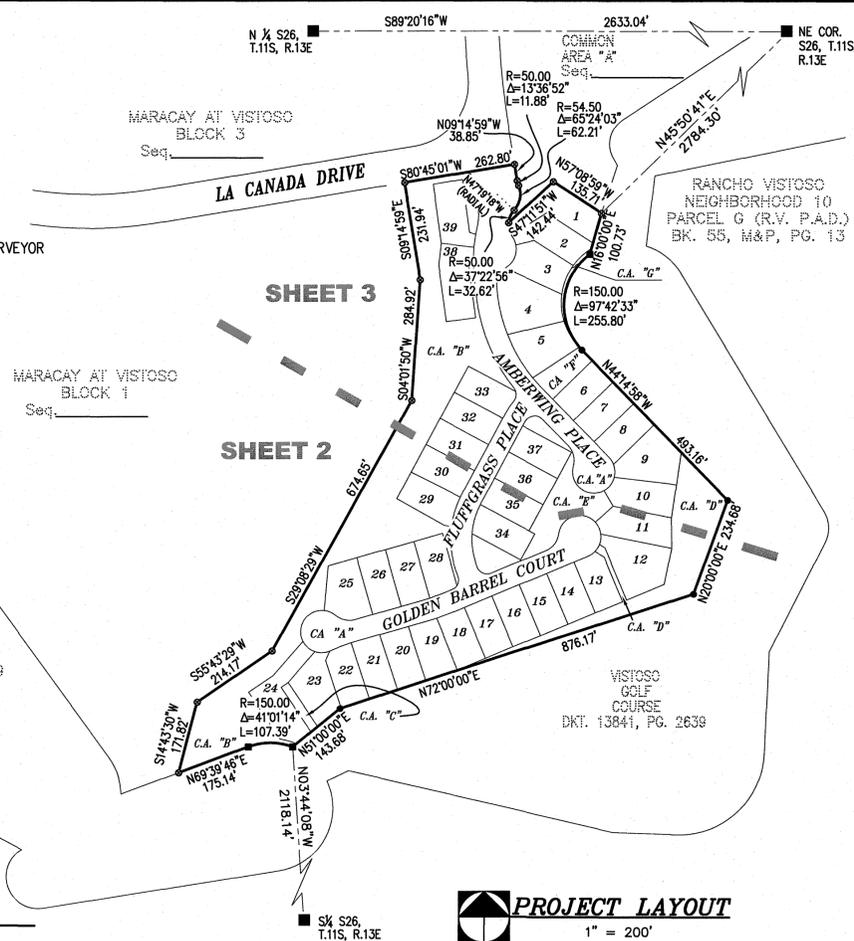
SHEET 1 COVER SHEET
SHEETS 2 - 3 PLAN SHEETS

GENERAL NOTES

- THE GROSS AREA OF THIS SUBDIVISION IS 17.55 ACRES. THE DENSITY IS 2.2 UNITS PER ACRE. LOT AREA IS 9.47 ACRES. THE AREA OF PRIVATE STREETS (C.A. "A") IS 2.88 ACRES.
- TOTAL NUMBER OF RESIDENTIAL LOTS IS 39.
- COMMON AREA SIZE (ACRES) USE:

C.A. "A"	2.88	PRIVATE STREETS AND PUBLIC UTILITIES.
C.A. "B"	3.35	OPEN SPACE, DRAINAGE, AND PUBLIC UTILITIES.
C.A. "C"	0.07	OPEN SPACE, DRAINAGE, AND SEWER EASEMENT.
C.A. "D"	0.97	OPEN SPACE, DRAINAGE, AND PUBLIC UTILITIES.
C.A. "E"	0.60	OPEN SPACE, DRAINAGE, AND PUBLIC UTILITIES.
C.A. "F"	0.17	OPEN SPACE, DRAINAGE, AND PUBLIC UTILITIES.
C.A. "G"	0.04	OPEN SPACE, DRAINAGE, AND PUBLIC UTILITIES.
- ALL STREETS ARE PRIVATE. MILES OF PRIVATE STREETS = 0.39 MILES
- THE MINIMUM LOT SIZE FOR THIS DEVELOPMENT IS 9,031 S.F. (0.21 AC.)
- THE MAXIMUM LOT SIZE FOR THIS DEVELOPMENT IS 16,654 S.F. (0.38 AC.)
- THE AVERAGE LOT SIZE FOR THIS DEVELOPMENT IS 10,349 S.F. (0.23 AC.)
- MAXIMUM PERMITTED BUILDING HEIGHT IS LIMITED TO 30 FEET, TWO (2) STORIES.
- BUILDING SETBACK PROVISIONS:

FRONT	-20 FEET
SIDE	-5 OR 0 FEET
REAR	-5 FEET
- NO ADDITIONAL ON STREET PARKING IS PROVIDED FOR THIS DEVELOPMENT.
- EXISTING ZONING: RANCHO VISTOSO P.A.D. - MEDIUM-HIGH DENSITY RESIDENTIAL.
- NO FURTHER SUBDIVISION OF ANY LOT OR PARCEL SHOWN SHALL BE PERMITTED WITHOUT WRITTEN APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
- THE BASIS OF BEARING FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA. SAID BEARING BEING: N89°47'14"E, PER THE BLOCK PLAT SEQ. NO. _____.
- THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
- THE PROPERTY OWNER, HIS SUCCESSORS, ASSIGNS, OR A DEDICATED HOMEOWNER'S ASSOCIATION AGREES TO 1) KEEP ALL COMMON AREAS MAINTAINED IN A WEED-FREE, TRASH-FREE CONDITION, 2) REPLACE ANY DEAD PLANT MATERIALS WITHIN 90 DAYS, AND 3) MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER.
- THIS DEVELOPMENT WILL BE SERVED BY ORO VALLEY WATER UTILITY (OVWU) WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED 100-YEAR WATER SUPPLY BY THE DIRECTOR OF WATER RESOURCES.
- UTILITIES WILL BE LOCATED UNDERGROUND IN CONFORMANCE WITH ARIZONA CORPORATION COMMISSION AMENDED GENERAL ORDER U-48.
- THE LANDSCAPING WITHIN ALL PUBLIC SEWER EASEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE PLANTING GUIDELINES OF PC/COT DETAIL RWRD III.
- NO PERMITS FOR PERMANENT STRUCTURES (I.E. MASONRY WALLS, FENCES, ETC.) ON OR THROUGH THE PUBLIC SEWER EASEMENT WILL BE ISSUED WITHOUT SEPARATE WRITTEN CONSENT OF PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
- NO FINAL INSPECTION FOR ANY LOT WITHIN THE SUBDIVISION SHALL BE APPROVED UNTIL A BUILDING CODE OFFICIAL HAS VERIFIED CONSTRUCTION ON THE LOT IS COMPLETE AND SIDEWALKS HAVE BEEN INSTALLED, PROPERTY LINE TO PROPERTY LINE.
- A PROJECT CONSTRUCTION PERMIT MUST BE SECURED FROM PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT. BEFORE BEGINNING ANY SANITARY SEWER WORK ON THIS PROJECT.
- CONSTRUCTION AUTHORIZATION FROM PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY IS REQUIRED BEFORE BEGINNING ANY SANITARY SEWER WORK ON THIS PROJECT. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE CONSTRUCTION AUTHORITY.
- INTERIOR PROPERTY CORNERS AND CENTERLINE MONUMENTATION SHALL BE SET AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY PLAT SHALL BE RECORDED SHOWING THESE DIFFERENCES.
- THIS SUBDIVISION WILL BE SERVICED BY ORO VALLEY WATER UTILITY.
- THE AREA BETWEEN 100 YEAER FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE TOWN ENGINEER.



THIS PROJECT

LOCATION MAP

A PORTION OF SECTION 26, T11S, R13E, G & S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY SAVE THE TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF SAID LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD, OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED OTHER THAN AS SHOWN HEREON WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF ORO VALLEY TOWN COUNCIL.

WE HEREBY CONVEY TO THE TOWN OF ORO VALLEY AND ALL PUBLIC UTILITY COMPANIES EASEMENTS AS SHOWN HEREON FOR THE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF PUBLIC SEWERS AND UTILITIES AND OTHER USES AS DESIGNATED BY THIS PLAT.

COMMON AREA "A", AS SHOWN HEREON, IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND (EXCEPT FOR DRAINAGE WAYS), FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES AND SEWERS.

TITLE TO THE LAND OF ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION AS SHOWN HEREON. ACCESS TO COMMON AREA "G" WILL THROUGH THE ADJOINING GOLF COURSE PER AGREEMENT WITH SAME. ACCESS TO COMMON AREA "C" WILL BE THROUGH THE PUBLIC SEWER EASEMENT SHOWN HEREON.

TITLE SECURITY AGENCY OF ARIZONA, INC., AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NUMBER _____ AS TRUSTEE ONLY AND NOT OTHERWISE.

DATE _____

BENEFICIARY OF TRUST xxxxxx:
MARACAY 91 LLC
15279 N. SCOTTSDALE RD. STE. 300
SCOTTSDALE, AZ 85254

NOTARY

STATE OF ARIZONA) FEE _____
COUNTY OF PIMA) SS No. _____

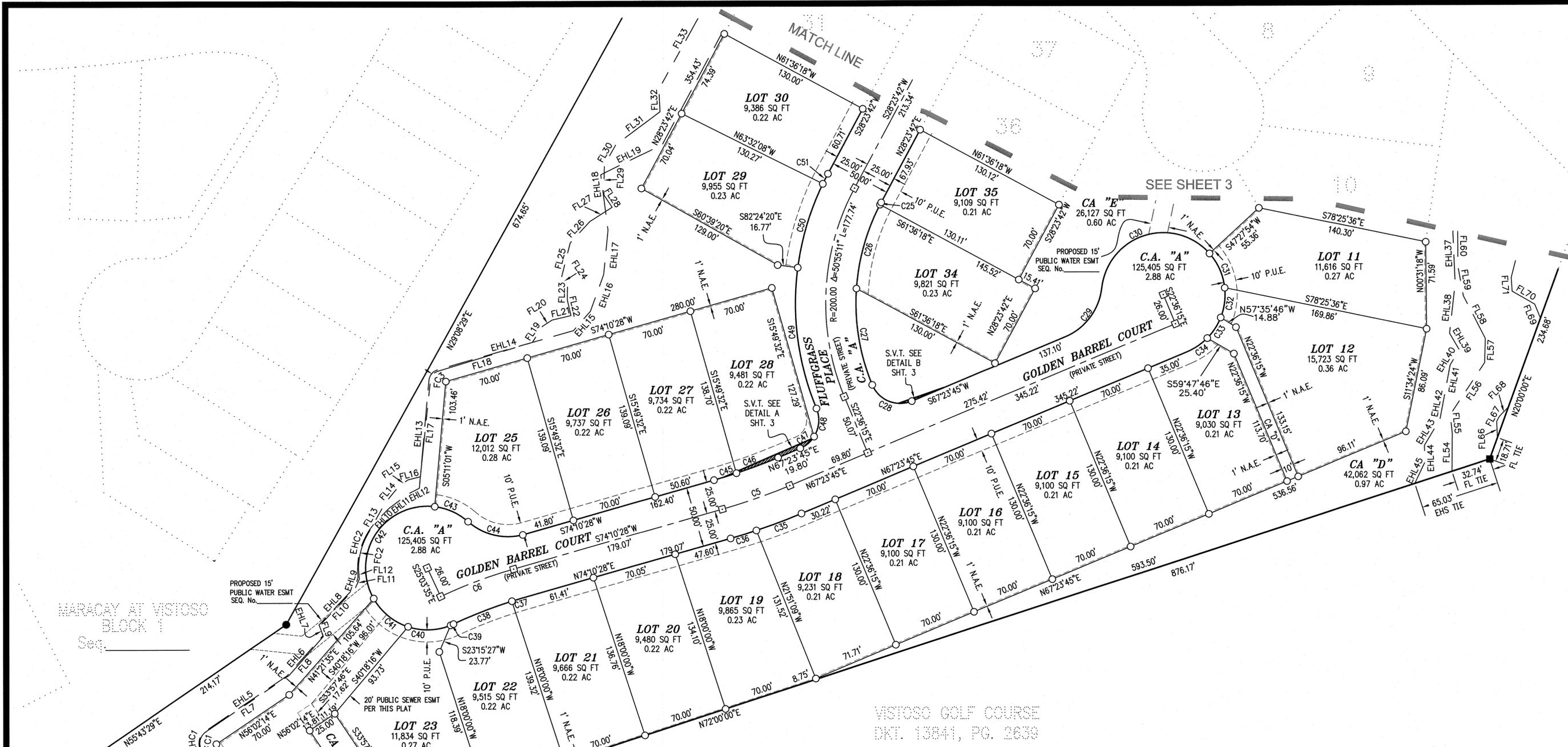
ON THIS, THE _____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____ WHO ACKNOWLEDGED _____ SELF TO BE _____ TITLE SECURITY AGENCY OF ARIZONA, INC. AND BEING AUTHORIZED SO TO DO, EXECUTED THE FORGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED BY _____ SELF AS TRUST OFFICER.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

OV1214-10
FINAL PLAT
MARACAY AT VISTOSO
RESUBDIVISION OF BLOCK 2
LOTS 1 THRU 39 AND COMMON AREAS "A" THRU "G"
BEING A RESUBDIVISION OF MARACAY HOMES AT VISTOSO,
BLOCKS 1 THROUGH 5 AND COMMON AREA "A" AS RECORDED IN
SEQ. # _____, BEING A PORTION OF SECTION 26 TOWNSHIP 11
SOUTH, RANGE 13 EAST, G & S.R.M. TOWN OF ORO VALLEY, PIMA
COUNTY, ARIZONA

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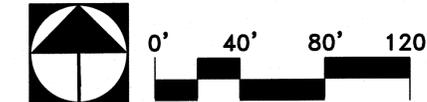
N:\185050\NEIGH10\WY01 Donut Hole Platting\FP\Block 2\SH1_01.dwg



100 YEAR FLOOD LINE TABLE			100 YEAR FLOOD LINE TABLE			100 YEAR FLOOD LINE TABLE			EROSION HAZARD LINE TABLE			EROSION HAZARD LINE TABLE			100 YEAR FLOOD CURVE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	No.	RADIUS	LENGTH	CHORD	DIST.	DELTA
FL1	21.42'	N09°36'58\"E	FL26	23.89'	N42°45'37\"E	FL51	34.24'	N21°48'06\"W	EHL1	21.07'	N54°00'12\"E	EHL26	8.84'	N02°24'39\"E	FC1	11.30'	17.75'	S11°02'14\"W	15.98'	90°00'00\"
FL2	33.11'	N21°18'31\"E	FL27	21.90'	N57°50'56\"E	FL52	9.65'	N68°59'26\"W	EHL2	52.98'	N39°43'29\"E	EHL27	17.56'	N69°46'36\"W	FC2	56.16'	28.12'	S13°20'10\"W	27.83'	28°41'27\"
FL3	28.48'	N51°22'18\"E	FL28	12.25'	N33°53'26\"W	FL53	11.65'	N83°04'33\"W	EHL3	29.72'	N20°09'01\"W	EHL28	7.60'	N37°50'47\"W	FC3	8.78'	10.57'	S39°40'45\"W	9.94'	68°59'27\"
FL4	36.64'	N41°03'59\"E	FL29	24.61'	N00°59'14\"E	FL54	31.50'	S00°33'25\"W	EHL4	58.72'	N33°57'46\"W	EHL29	141.46'	N09°10'43\"W						
FL5	32.95'	N32°26'45\"E	FL30	18.91'	N29°26'35\"E	FL55	15.17'	S06°19'56\"E	EHL5	81.37'	N56°02'14\"E	EHL30	53.12'	N12°32'30\"E						
FL6	30.06'	N32°37'42\"E	FL31	45.64'	N53°09'08\"E	FL56	51.34'	S33°40'47\"W	EHL6	44.52'	N41°46'47\"E	EHL31	34.93'	N09°18'57\"W						
FL7	82.75'	N56°02'14\"E	FL32	18.71'	N02°32'56\"W	FL57	19.94'	S01°45'11\"W	EHL7	9.33'	N20°39'27\"W	EHL32	51.71'	N47°09'32\"W						
FL8	42.82'	N41°21'35\"E	FL33	90.07'	N29°14'40\"E	FL58	39.53'	S27°15'53\"E	EHL8	42.95'	N43°35'52\"E	EHL33	24.31'	N06°44'39\"W						
FL9	9.36'	N20°39'27\"W	FL34	19.09'	N03°41'08\"E	FL59	24.94'	S10°18'05\"E	EHL9	8.50'	N18°27'27\"E	EHL34	10.69'	S87°13'10\"W						
FL10	43.46'	N43°35'52\"E	FL35	77.19'	N25°28'15\"E	FL60	32.68'	S00°07'43\"E	EHL10	14.21'	N44°29'38\"E	EHL35	18.43'	S08°15'15\"W						
FL11	7.85'	N24°19'13\"W	FL36	59.71'	N50°42'27\"E	FL61	27.27'	S24°04'17\"W	EHL11	19.94'	N53°17'43\"E	EHL36	111.30'	S07°47'35\"W						
FL12	7.67'	N04°58'00\"W	FL37	32.55'	N29°18'03\"E	FL62	35.66'	S06°15'38\"E	EHL12	10.23'	N62°45'12\"E	EHL37	42.67'	S02°21'09\"E						
FL13	32.09'	N29°05'37\"E	FL38	50.25'	N15°32'14\"W	FL63	8.11'	S03°48'30\"W	EHL13	89.20'	N05°11'01\"E	EHL38	41.22'	S06°26'51\"W						
FL14	17.85'	N39°42'45\"E	FL39	32.09'	N02°37'09\"W	FL64	8.47'	S25°32'35\"W	EHL14	116.74'	N74°10'28\"E	EHL39	15.85'	S30°17'30\"E						
FL15	9.17'	N45°35'14\"E	FL40	19.36'	N81°38'33\"W	FL65	35.77'	S35°15'24\"W	EHL15	21.17'	N41°30'15\"E	EHL40	14.59'	S31°23'20\"W						
FL16	10.56'	N75°50'37\"E	FL41	18.92'	N47°42'11\"W	FL66	13.26'	N02°34'13\"W	EHL16	32.11'	N20°07'07\"E	EHL41	23.03'	S10°40'23\"W						
FL17	79.68'	N06°03'39\"E	FL42	138.83'	N09°26'48\"W	FL67	4.78'	N27°54'06\"E	EHL17	36.82'	N05°39'11\"E	EHL42	22.36'	S10°47'02\"W						
FL18	81.39'	N73°18'56\"E	FL43	44.27'	N12°32'30\"E	FL68	10.29'	N44°46'57\"E	EHL18	45.95'	N07°24'04\"W	EHL43	24.83'	S31°05'19\"W						
FL19	15.82'	N32°32'38\"E	FL44	31.47'	N36°56'41\"W	FL69	12.51'	N22°23'58\"W	EHL19	56.29'	N64°02'58\"E	EHL44	14.15'	S00°49'16\"E						
FL20	9.41'	N57°15'07\"E	FL45	32.43'	N16°37'07\"W	FL70	21.46'	N59°53'35\"W	EHL20	142.42'	N28°23'42\"E	EHL45	19.26'	S25°26'05\"W						
FL21	16.01'	N77°00'53\"E	FL46	16.57'	N18°06'13\"E	FL71	11.35'	N03°44'13\"W	EHL21	64.70'	N07°12'08\"E									
FL22	13.21'	N13°04'25\"W	FL47	16.25'	N51°03'47\"E	FL72	63.57'	N14°23'01\"E	EHL22	37.12'	N51°23'59\"E									
FL23	12.25'	N00°27'47\"E	FL48	7.47'	N03°45'47\"W	FL73	18.07'	N04°48'58\"W	EHL23	42.01'	N24°07'54\"E									
FL24	8.46'	N34°13'57\"W	FL49	18.78'	S80°03'57\"W	FL74	31.74'	N14°11'20\"W	EHL24	37.39'	N01°47'42\"E									
FL25	28.60'	N14°23'11\"E	FL50	13.61'	N50°14'25\"W	FL75	15.44'	N10°54'47\"E	EHL25	64.93'	N12°15'19\"W									



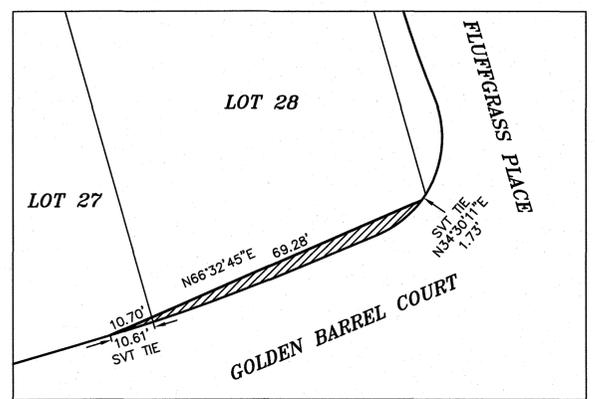
IN COMPLIANCE WITH CERTIFICATION SHOWN ON SHEET ONE



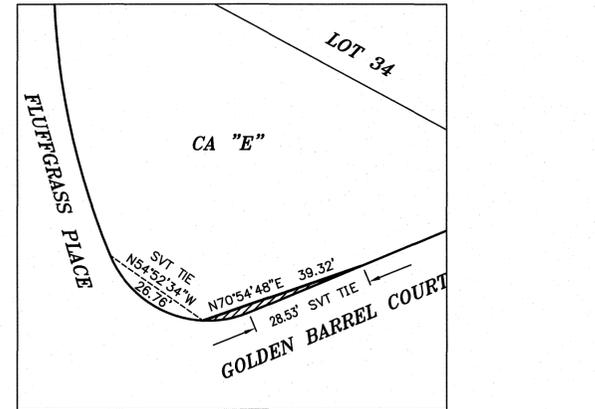
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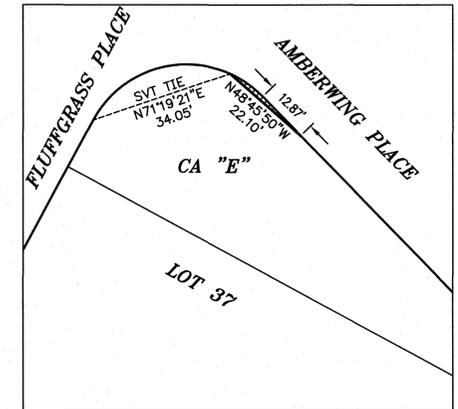
DETAIL - A SCALE 1"=20'
FAR SIDE SIGHT VISIBILITY TRIANGLE DETAIL



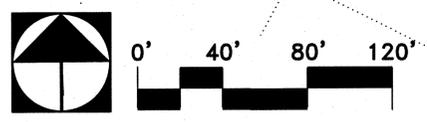
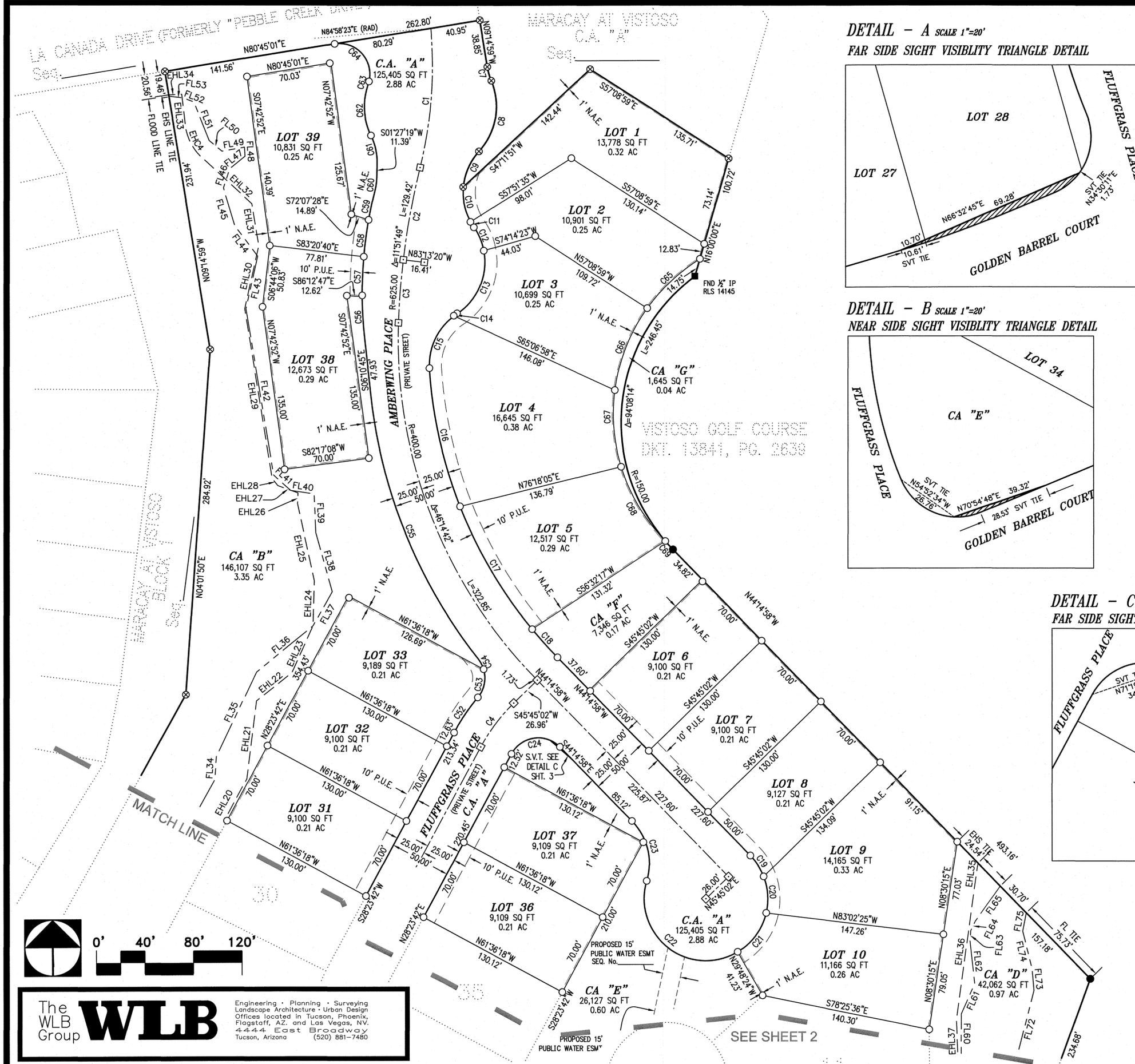
DETAIL - B SCALE 1"=20'
NEAR SIDE SIGHT VISIBILITY TRIANGLE DETAIL



DETAIL - C SCALE 1"=20'
FAR SIDE SIGHT VISIBILITY TRIANGLE DETAIL



No.	RADIUS	LENGTH	CHORD	DIST.	DELTA
C1	350.00'	115.37'	N04°24'58"E	114.85'	18°53'10"
C2	625.00'	77.25'	S10°19'06"W	77.20'	7°04'53"
C3	625.00'	52.17'	S04°23'12"W	52.15'	4°46'56"
C4	150.00'	45.44'	S37°04'22"W	45.26'	17°21'20"
C5	500.00'	59.16'	N70°47'07"E	59.12'	6°46'43"
C6	400.00'	64.47'	S69°33'27"W	64.40'	9°14'04"
C7	50.00'	11.88'	S16°03'25"E	11.85'	13°36'52"
C8	54.50'	62.21'	N09°50'11"E	58.89'	65°24'03"
C9	50.00'	32.62'	S23°50'44"W	32.05'	37°22'56"
C10	50.00'	29.75'	S11°53'32"E	29.32'	34°05'37"
C11	50.00'	4.97'	S31°47'21"E	4.97'	5°42'01"
C12	51.00'	21.46'	N22°35'07"W	21.30'	24°06'29"
C13	51.00'	60.04'	N23°11'38"E	56.63'	67°27'02"
C14	50.00'	2.66'	S55°23'50"W	2.66'	3°02'39"
C15	50.00'	50.19'	S25°07'01"W	48.11'	57°30'58"
C16	375.00'	116.64'	S12°33'06"E	116.17'	17°49'18"
C17	375.00'	117.96'	S30°28'26"E	117.47'	18°01'21"
C18	375.00'	31.18'	S41°52'02"E	31.17'	4°45'52"
C19	51.00'	20.55'	N32°42'18"W	20.41'	23°05'20"
C20	51.00'	30.60'	N03°58'16"W	30.14'	34°22'46"
C21	51.00'	40.84'	N36°09'43"E	39.76'	45°53'12"
C22	51.00'	122.50'	S52°04'59"E	95.10'	137°37'23"
C23	50.00'	53.21'	N13°45'38"W	50.74'	60°58'40"
C24	25.00'	46.84'	S82°04'22"W	40.28'	107°21'20"
C25	175.00'	2.07'	S28°03'21"W	2.07'	0°40'41"
C26	175.00'	72.21'	S15°53'45"W	71.70'	23°38'31"
C27	175.00'	81.24'	S09°13'30"E	80.52'	26°35'58"
C28	25.00'	39.30'	S67°33'52"E	35.38'	90°04'46"
C29	50.00'	53.21'	N36°54'25"E	50.74'	60°58'40"
C30	51.00'	117.59'	S72°28'11"W	93.22'	132°06'11"
C31	51.00'	31.36'	N23°51'52"W	30.87'	35°13'43"
C32	51.00'	24.93'	N07°45'04"E	24.68'	28°00'09"
C33	51.00'	20.46'	N33°14'45"E	20.32'	22°59'13"
C34	51.00'	20.17'	N56°04'04"E	20.04'	22°39'23"
C35	525.00'	39.80'	N69°34'03"E	39.79'	4°20'35"
C36	525.00'	22.31'	N72°57'24"E	22.31'	2°26'08"
C37	375.00'	8.64'	S73°30'53"W	8.64'	1°19'10"
C38	375.00'	51.80'	S68°53'51"W	51.76'	7°54'53"
C39	51.00'	2.65'	N66°25'45"E	2.65'	2°58'40"
C40	51.00'	35.94'	N88°06'18"E	35.20'	40°22'26"
C41	51.00'	37.48'	S50°39'12"E	36.64'	42°06'35"
C42	51.00'	112.63'	S33°40'05"W	91.10'	126°31'59"
C43	51.00'	30.77'	N65°46'51"W	30.31'	34°34'09"
C44	50.00'	50.03'	S77°09'39"E	47.97'	57°19'45"
C45	475.00'	19.40'	N73°00'16"E	19.40'	2°20'25"
C46	475.00'	36.80'	N69°36'54"E	36.79'	4°26'18"
C47	25.00'	15.22'	N49°57'26"E	14.98'	34°52'38"
C48	25.00'	24.03'	N04°58'52"E	23.12'	55°04'31"
C49	225.00'	118.40'	S07°28'52"E	117.04'	30°09'04"
C50	225.00'	72.39'	S16°48'41"W	72.08'	18°26'02"
C51	225.00'	9.29'	S27°12'42"W	9.29'	2°22'00"
C52	175.00'	34.99'	S34°07'22"W	34.93'	11°27'21"
C53	25.00'	24.59'	N11°40'20"E	23.61'	56°21'24"
C54	25.00'	9.48'	N27°22'00"W	9.42'	21°43'18"
C55	425.00'	237.72'	S22°12'12"E	234.64'	32°02'54"
C56	341.00'	33.66'	S03°21'05"E	33.64'	5°39'19"
C57	341.00'	32.94'	S02°14'35"W	32.92'	5°32'02"
C58	341.00'	30.57'	S07°34'42"W	30.56'	5°08'12"
C59	341.00'	24.48'	S12°12'13"W	24.48'	4°06'48"
C60	50.00'	11.17'	N07°51'28"E	11.15'	12°48'17"
C61	50.00'	23.92'	N12°15'02"W	23.69'	27°24'42"
C62	54.50'	42.16'	S03°47'44"E	41.12'	44°19'17"
C63	50.00'	3.55'	N16°19'43"E	3.55'	4°04'23"
C64	25.00'	49.54'	N42°28'43"W	41.82'	113°32'31"
C65	150.00'	59.89'	S46°52'49"W	59.50'	22°52'38"
C66	150.00'	73.22'	S21°27'25"W	72.50'	27°58'11"
C67	150.00'	63.79'	S04°42'39"E	63.31'	24°21'57"
C68	150.00'	71.83'	S30°36'46"E	71.15'	27°26'16"
C69	150.00'	9.35'	S42°27'49"E	9.35'	3°34'19"



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 4444 East Broadway
 Tucson, Arizona (520) 881-7480



0V1214-10
FINAL PLAT
MARACAY AT VISTOSO
RESUBDIVISION OF BLOCK 2
 LOTS 1 THRU 39 AND COMMON AREAS "A" THRU "G"
 BEING A RESUBDIVISION OF MARACAY HOMES AT VISTOSO,
 BLOCKS 1 THROUGH 5 AND COMMON AREA "A" AS RECORDED IN
 SEQ. # _____, BEING A PORTION OF SECTION 26 TOWNSHIP 11
 SOUTH, RANGE 13 EAST, G & S.R.M. TOWN OF ORO VALLEY, PIMA
 COUNTY, ARIZONA
 REF: 001214-02 MARCH 2014 SHEET 3 OF 3



Town Council Regular Session

Item # **G.**

Meeting Date: 07/02/2014
Requested by: Bayer Vella
Submitted By: Michael Spaeth, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Request for approval of a Final Plat for a 36 lot single-family development, located north of Tortolita Mountain Circle and east of Hohokam Village Place, Rancho Vistoso Neighborhood 11

RECOMMENDATION:

Staff recommends approval subject to the conditions in "Attachment 1."

EXECUTIVE SUMMARY:

The applicant requests approval of the Final Plat (please see Attachment 2) for the Enclave at Stone Canyon subdivision. The Final Plat includes 36 detached single-family lots, private streets and common areas. The Final Plat has been reviewed and conforms to the design approved as part of the Conceptual Site Plan.

BACKGROUND OR DETAILED INFORMATION:

Town Council approval of the Final Plat is required prior to recordation with the Pima County Recorder's Office. Final Plat approval is required before any improvements such as grading, sewers, water and paving can begin in a subdivision.

In October 2013, the Conceptual Site Plan (CSP) was conditionally approved by Town Council for the proposed development. In April of this year, Town Council approved a request by the applicant to remove a CSP condition of approval relating to sidewalks. The Final Plat, with the conditions of approval (please see Attachment 1), conforms to the approved CSP and meets all applicable provisions of the Zoning Code.

Site Conditions

- 13 acres
- Vacant

Proposed Improvements

- 36 detached single-family lots.
- Maximum lot size: 21,000 sq. ft.
- Minimum lot size: 9,300 sq. ft.
- Major rock outcrops located within individual lots will be protected from development and preserved as open space
- All lots are limited to one-story, with a maximum building height of 23 ft.
- All lots will be custom-graded and will not require any major cuts or fills

Previous Approvals

- The property was annexed and zoned Rancho Vistoso PAD in 1987
- CSP was reviewed by the Conceptual Design Review Board and conditionally approved by Town Council in October 2013
- An applicant request to remove a CSP condition of approval related to sidewalks was approved by Town Council in April 2014

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Final Plat for the Enclave at Stone Canyon with the conditions stipulated in Attachment 1, finding that it is consistent with Town requirements.

OR

I MOVE to deny the Final Plat for the Enclave at Stone Canyon, finding that

_____.

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - Final Plat

Conditions of Approval

1. Address all redline comments and general comments prior to final Mylar recordation.

GENERAL NOTES

- THE GROSS AREA OF THE DEVELOPMENT SITE = 571,333.16 SF (13.12 ACRES)
 COMMON AREA A (PRIVATE STREETS) = 83,709.50 SF (1.9 ACRES)
 COMMON AREA B (OPEN SPACE) = 14,554.59 SF (0.33 ACRES)
 COMMON AREA C (OPEN SPACE) = 2,526.24 SF (0.06 ACRES)
 COMMON AREA D (OPEN SPACE) = 12,182.02 SF (0.28 ACRES)
 25% PROTECTED SLOPE AREA = 7,767.00 SF (0.18 ACRES)
 TOTAL OPEN SPACE = 120,739.35 SF (2.77 ACRES)
 BLOCK 1 = 634,741.55 SF (14.57 ACRES)
- EXISTING ZONING: RANCHO VISTOSO PAD- MEDIUM DENSITY RESIDENTIAL
- SETBACKS PER RANCHO VISTOSO PAD: FRONT = 20 FEET; SIDE = 5 FEET; REAR = 10 FEET
- TOTAL NUMBER OF RESIDENTIAL LOTS IS 36. RESIDENTIAL UNITS PER ACRE = 2.77
- TOTAL MILES OF PUBLIC STREETS IS 0 MILES. TOTAL MILES OF PRIVATE STREETS IS 0.4 MILES.
- THE BASIS OF BEARINGS FOR THIS PLAT IS THE CALCULATED BEARING BETWEEN FOUND SURVEY MONUMENTS ON HOHOKAM VILLAGE PLACE AND ROCK HAVEN PLACE AS SHOWN ON THIS PLAT. THE BEARING OF SAID LINE IS N 00°23'21" E.
- DEVELOPER WILL COVENANT TO HOLD TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING, FLOWING EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOW OR RAINFALL.
- DRAINAGEWAYS AND/OR DRAINAGE SYSTEMS TO BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FROM THE TOWN OF ORO VALLEY AND/OR BUILDING OFFICIAL FOR LOTS AFFECTED AS OUTLINED ON PLAT.
- A HOMEOWNERS ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY LIABILITY OF PRIVATE STREET, DRAINAGE EASEMENTS AND COMMON AREAS.
- AVERAGE RESIDENTIAL LOT SIZE = 12,638 SF.
 MAXIMUM LOT SIZE = 21,574 SF.
 MINIMUM LOT SIZE = 9,336 SF.
- MAXIMUM BUILDING HEIGHT PER THE PAD ZONING IS 30', TWO-STORIES. THE PROPOSED RESIDENCES WILL BE LIMITED TO SINGLE-STORY AT 23' OR LESS IN HEIGHT.
- ALL REQUIRED PARKING (AT LEAST 2 SPACES + 2 GUEST SPACES PER OVZCR SECTION 27.7.D.1.C.) WILL BE OFF STREET ON SITE.
- THIS DEVELOPMENT WILL BE SERVED BY ORO VALLEY UTILITY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED 100-YEAR WATER SUPPLY BY THE DIRECTOR OF WATER RESOURCES.
- UTILITIES WILL BE LOCATED UNDERGROUND IN CONFORMANCE WITH ARIZONA CORPORATION COMMISSION AMENDED GENERAL ORDER U-48.
- ALL ROADS MUST BE POSTED AS PRIVATE ROADS. ORO VALLEY POLICE MUST BE PROVIDED THE ACCESS CODE TO THE GATE (IF ANY). ALL GATES INSTALLED ACROSS FIRE APPARATUS ACCESS ROADS SHALL BE INSTALLED IN COMPLIANCE WITH APPENDIX D OF THE FIRE CODE. ALL ELECTRICALLY OPERATED GATES SHALL INCLUDE PREEMPTION OPERATING EQUIPMENT COMPATIBLE WITH THE FIRE DEPARTMENT'S SYSTEM.
- THERE WILL BE NO FURTHER SUBDIVISION OF ANY LOTS WITHOUT THE WRITTEN APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
- THE AREA BETWEEN 100 YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100 YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE TOWN ENGINEER.

ASSURANCES

ASSURANCE IN THE FORM OF _____ FROM TITLE SECURITY AGENCY OF ARIZONA, INC. AS RECORDED IN SEQUENCE _____, IN THE OFFICE OF THE PIMA COUNTY RECORDER, HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER, AND WATER) IN THIS SUBDIVISION.

BY _____ MAYOR, TOWN OF ORO VALLEY DATE _____

ASSURANCES IN THE FORM OF _____ FROM _____ IN THE AMOUNT OF _____, HAVE BEEN PROVIDED TO GUARANTEE THE RE-SEEDING OF THIS SUBDIVISION IN THE EVENT THE PROJECT IS ABANDONED.

BENEFICIARY OF TRUST

THE BENEFICIARY OF TITLE SECURITY TRUST OF ARIZONA, INC. TRUST #18384-T IS ENCLAVE HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY C/O TERRAMAR PROPERTIES, INC. 2200 EAST RIVER ROAD, SUITE 105 TUCSON, ARIZONA 85718

ACKNOWLEDGEMENT: STATE OF ARIZONA) SS COUNTY OF PIMA)

ON THIS THE _____ DAY OF _____, 2014, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO IS ACKNOWLEDGED HER/HIM SELF TO BE THE _____ BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHERE I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND AS SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE THE UNDERSIGNED, OUR SUCCESSORS, AND ASSIGNS, DO HEREBY SAVE THE TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, THEIR EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAT NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD OR RAINFALL. IT IS FURTHER UNDERSTOOD AND AGREED THAT NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT APPROVAL OF THE TOWN OF ORO VALLEY TOWN COUNCIL.

PRIVATE DRAINAGE WAYS, COMMON AREAS, EASEMENTS AND PRIVATE ROADS, AS SHOWN HEREON ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND (EXCEPT FOR DRAINAGEWAYS) ARE DEDICATED TO THE TOWN OF ORO VALLEY AND THE PUBLIC UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CODES AND RESTRICTIONS, AS RECORDED IN SEQUENCE #20140500290, IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY FOR THE PRIVATE DRAINAGEWAYS, COMMON AREAS AND PRIVATE ROADS WITH THIS SUBDIVISION, AS SHOWN HEREON.

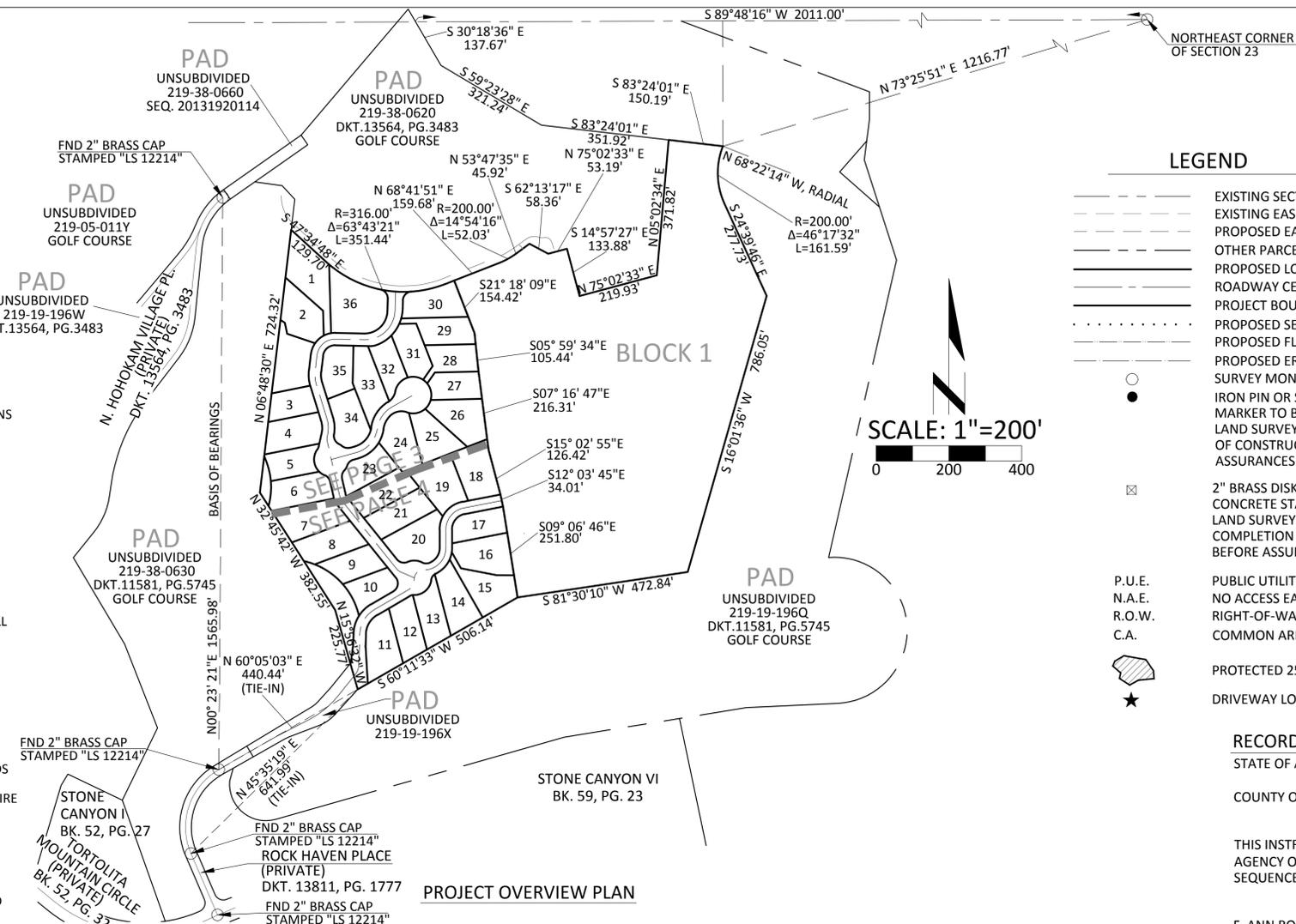
TITLE SECURITY AGENCY OF ARIZONA, INC - AN ARIZONA CORPORATION AS TRUSTEE UNDER TRUST NO. 18384-T, AND NOT OTHERWISE

BY: _____ MS. JOYCE RODDA ITS: TRUST OFFICER

STATE OF _____) SS COUNTY OF _____)

ON THIS THE _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HER/HIM SELF TO BE THE _____ AND BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING AS _____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____



PROJECT OVERVIEW PLAN

WATER ADEQUACY

THE TOWN OF ORO VALLEY HAS BEEN DESIGNATED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY, PURSUANT TO ARS 45-576 AND HEREBY CERTIFIES IN WRITING TO SUPPLY WATER TO THIS SUBDIVISION.

BY: _____ ORO VALLEY WATER UTILITY DIRECTOR DATE _____

APPROVALS

I _____, CLERK OF THE TOWN OF ORO VALLEY, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY ON THE _____ DAY OF _____, 20____.

CLERK, TOWN OF ORO VALLEY DATE _____

PLANNING AND ZONING ADMINISTRATOR DATE _____

TOWN ENGINEER DATE _____

WATER UTILITY DIRECTOR DATE _____

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE _____

CYPRESS PROJECT NO: 12.038



2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com

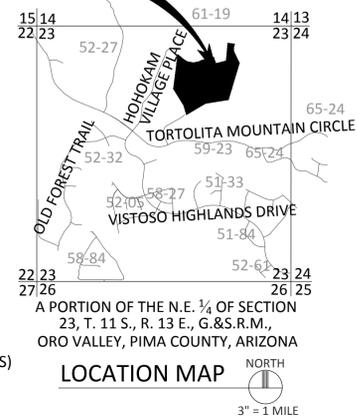
LEGEND

- EXISTING SECTION LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- OTHER PARCEL LINE
- PROPOSED LOT LINES
- ROADWAY CENTERLINE
- PROPOSED FLOODPLAIN
- PROJECT BOUNDARY LINE
- PROPOSED SETBACK LINES
- PROPOSED FLOODPLAIN
- PROPOSED EROSION HAZARD SETBACK (EHS) SURVEY MONUMENTATION AS NOTED
- IRON PIN OR SIMILAR SURVEY MARKER TO BE SET BY A REGISTERED LAND SURVEYOR UPON COMPLETION OF CONSTRUCTION AND BEFORE ASSURANCES ARE RELEASED
- 2" BRASS DISK SURVEY MONUMENT IN CONCRETE STAMPED BY A REGISTERED LAND SURVEYOR TO BE SET UPON COMPLETION OF CONSTRUCTION AND BEFORE ASSURANCES ARE RELEASED.
- P.U.E. PUBLIC UTILITY EASEMENT
- N.A.E. NO ACCESS EASEMENT
- R.O.W. RIGHT-OF-WAY
- C.A. COMMON AREA
- PROTECTED 25% SLOPES
- DRIVEWAY LOCATION

SCALE: 1"=200'



THIS PROJECT



RECORDING DATA

STATE OF ARIZONA) SEQ. NO.: _____) SS COUNTY OF PIMA) FEE: _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF TITLE SECURITY AGENCY ON THIS _____ DAY OF _____, 20____, AT _____ (AM/PM) AT SEQUENCE _____, THEREOF.

F. ANN RODRIGUEZ, PIMA COUNTY RECORDER

BY: _____ DEPUTY FOR PIMA COUNTY RECORDER

CERTIFICATIONS

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING AND/OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION.



TODD A. HOUT - RLS NO. 35543

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS AND/OR EROSION HAZARD SETBACKS NOTED, IF ANY, WERE REVIEWED AND SHOWN UNDER MY DIRECTION.



KEVIN M. HALL - PE NO. 37624

OV1213-21 REF. NO.: OV113-05

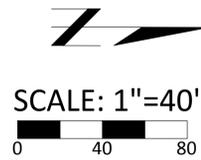
FINAL PLAT for THE ENCLAVE AT STONE CANYON V LOTS 1 THROUGH 36, COMMON AREAS A THROUGH D AND BLOCK 1

A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G. & S. R. M., ORO VALLEY, PIMA COUNTY, ARIZONA

DATE: 06/10/14 SHEET 1 of 7

SEQUENCE NO. _____

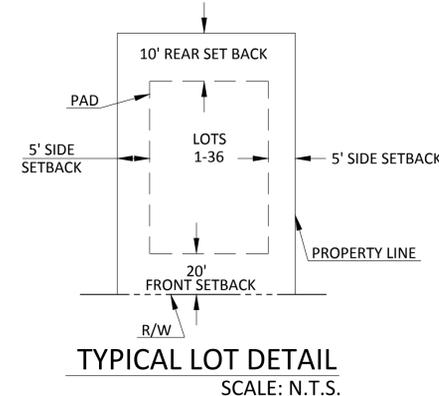
SEQUENCE NO.



MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 3

BLOCK 1
634,741.55 SQFT.
14.57 AC.



SEQUENCE NO.

FND 1/2" REBAR
TAGGED "RLS 35543"

EXISTING 32' ACCESS
INGRESS/EGRESS AND
PUBLIC UTILITIES
EASEMENT PER
SEQ. 20140490645

FND 1/2" REBAR
TAGGED "RLS 35543"

EXISTING 20' PUBLIC WATER
EASEMENT PER DKT.11656, PG.1528

EXISTING 20' PRIVATE SEWER
EASEMENT PER DKT.11656, PG.1528

FND 1/2" REBAR
TAGGED "RLS 35543"

N 05°02'34" E 371.82'

FND 1/2" REBAR
TAGGED "RLS 35543"

RESTRICTED AREA PER SPECIAL
DEVELOPMENT CONDITIONS IN
C,C,&R'S RECORDED AT DKT. 10894,
PG. 2890

R=200.00'
Δ=46°17'32"
L=161.59'

FND 1/2" REBAR
TAGGED "RLS 35543"

FND 1/2" REBAR
TAGGED "RLS 35543"

OV1213-21
REF. NO.: OV113-05
FINAL PLAT for
THE ENCLAVE AT STONE CANYON V
LOTS 1 THROUGH 36,
COMMON AREAS A THROUGH D AND BLOCK 1
A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G.&S.R.M.,
ORO VALLEY, PIMA COUNTY, ARIZONA
DATE: 06/10/14 **SHEET 2** OF 7

CYPRESS PROJECT NO: 12.038



2102 north country club road
suite #9
tucson, arizona 85716
p: 520.991.5213
e: kmhall@cypresscivil.com



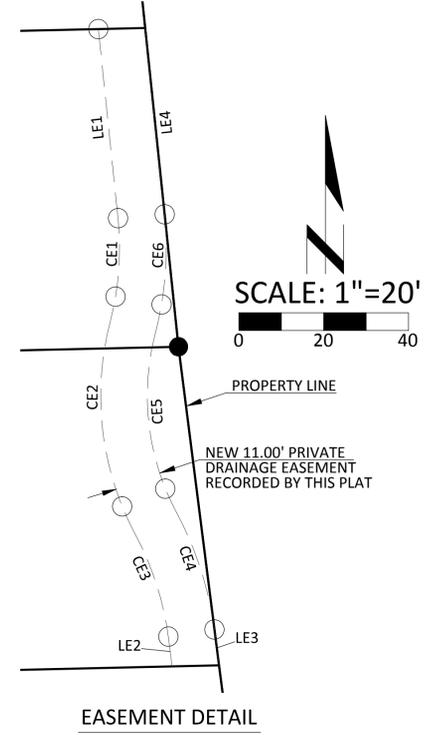
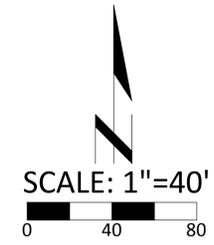
PAD
UNSUBDIVIDED
A.P.N. 219-05-011Y

**N. HOHOKAM VILLAGE PL.
(PRIVATE)
DKT. 13564, PG. 3483**

PAD
UNSUBDIVIDED
219-19-196W
DKT.13564, PG.3483

PAD
UNSUBDIVIDED
219-38-0630
DKT.11581, PG.5745
GOLF COURSE

PAD
UNSUBDIVIDED
219-38-0620
DKT.13564, PG.3483
FITNESS CENTER



Line #	Length (ft)	Bearing
LE1	44.65	S05° 59' 34"E
LE2	7.04	S07° 16' 47"E
LE3	8.45	S07° 16' 47"E
LE4	44.00	S05° 59' 34"E

Curve #	Length (ft)	Radius	Delta
CE1	24.65'	68.00'	20°46'21"
CE2	51.45'	68.82'	42°50'15"
CE3	25.26'	71.18'	20°19'54"
CE4	29.23'	82.18'	20°22'49"
CE5	43.22'	57.82'	42°49'56"
CE6	28.61'	79.00'	20°45'07"

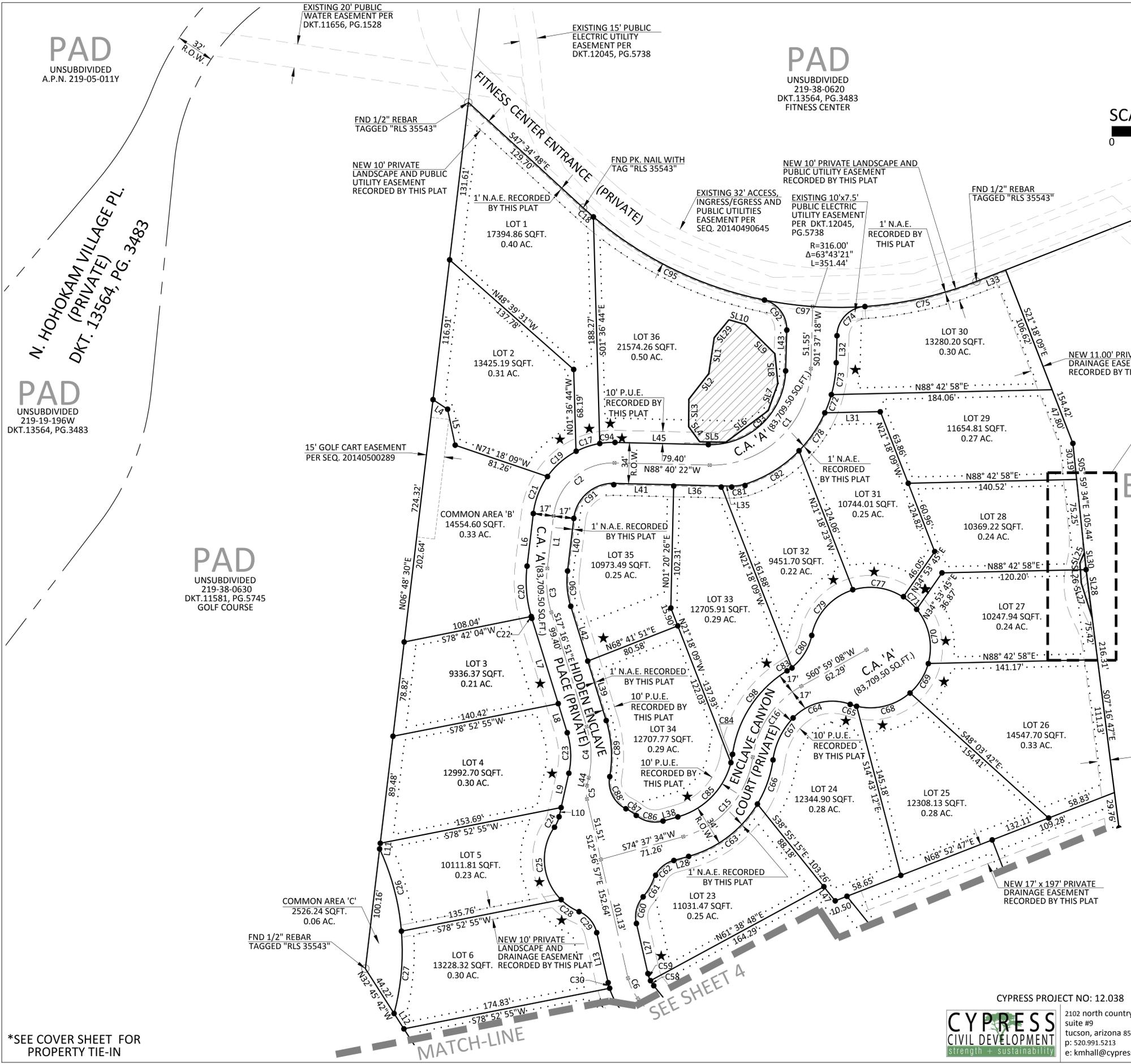


OV1213-21
REF. NO.: OV113-05

**FINAL PLAT for
THE ENCLAVE AT STONE CANYON V
LOTS 1 THROUGH 36,
COMMON AREAS A THROUGH D AND BLOCK 1**
A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G.&S.R.M.,
ORO VALLEY, PIMA COUNTY, ARIZONA
DATE: 06/10/14 SHEET 3 OF 7

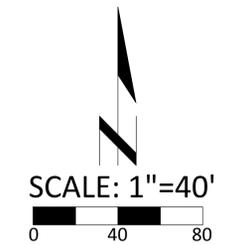
CYPRESS PROJECT NO: 12.038
CYPRESS CIVIL DEVELOPMENT
strength + sustainability
2102 north country club road
suite #9
tucson, arizona 85716
p: 520.991.5213
e: kmhall@cyprcsscivil.com

*SEE COVER SHEET FOR
PROPERTY TIE-IN



SEQUENCE NO.

SEQUENCE NO.



MATCH-LINE SEE SHEET 3

PAD
UNSUBDIVIDED
219-38-0630
DKT.11581, PG.5745
GOLF COURSE

BLOCK 1
SEE SHEET 2



COMMON AREA 'D'
12178.48 SQFT.
0.28 AC.

FND 1/2" REBAR
TAGGED "RLS 35543"

1' N.A.E. RECORDED
BY THIS PLAT

ROCK HAVEN PLACE (PRIVATE)
C.A. 'A'
(83,709.50 SQ.FT.)

1' N.A.E. RECORDED
BY THIS PLAT

FND 1/2" REBAR
TAGGED "RLS 35543"

1' N.A.E. RECORDED
BY THIS PLAT

EXISTING 20' PRIVATE
SEWER EASEMENT PER
DKT.11656, PG.1528

EXISTING ACCESS,
INGRESS/EGRESS AND
PUBLIC UTILITIES
EASEMENT PER
SEQ. 20140500288

EXISTING 20' PRIVATE
SEWER EASEMENT PER
DKT.11656, PG.1528

PAD
UNSUBDIVIDED
219-19-196Q
DKT.11581, PG.5745
GOLF COURSE

ROCK HAVEN PLACE
(PRIVATE) C.A. 'A'
DKT.13811, PG.1777

*SEE COVER SHEET FOR
PROPERTY TIE-IN

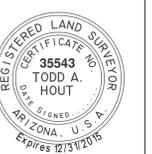
CYPRESS PROJECT NO: 12.038



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FINAL PLAT for
THE ENCLAVE AT STONE CANYON V
LOTS 1 THROUGH 36,
COMMON AREAS A THROUGH D AND BLOCK 1
A PORTION OF THE N.E. 1/4 OF SECTION 23, T. 11 S., R. 13 E., G.&S.R.M.,
ORO VALLEY, PIMA COUNTY, ARIZONA

DATE: 06/10/14 SHEET 4 OF 7



OV1213-21
REF. NO.: OV113-05

LOT SIZE TABLES

Lot Table		
LOT #	Area (Sf)	Acreege
COMMON AREA A	83,709.50	1.30
COMMON AREA B	14,554.59	0.33
COMMON AREA C	2,526.24	0.06
COMMON AREA D	12,182.02	0.28
LOT 1	17,394.86	0.40
LOT 2	13,425.19	0.31
LOT 3	9,336.37	0.21
LOT 4	12,992.70	0.30
LOT 5	10,111.81	0.23
LOT 6	13,228.32	0.30
LOT 7	14,446.92	0.33
LOT 8	13,457.32	0.31
LOT 9	10,921.82	0.25
LOT 10	9,889.27	0.23
LOT 11	13,848.62	0.32
LOT 12	11,361.85	0.26
LOT 13	11,228.95	0.26
LOT 14	13,372.06	0.31
LOT 15	13,764.05	0.32
LOT 16	14,605.57	0.34
LOT 17	10,453.50	0.24

Lot Table		
LOT #	Area (Sf)	Acreege
LOT 18	14,350.09	0.33
LOT 19	14,973.60	0.34
LOT 20	15,169.44	0.35
LOT 21	13,122.56	0.30
LOT 22	12,964.22	0.30
LOT 23	11,031.47	0.25
LOT 24	12,344.90	0.28
LOT 25	12,308.13	0.28
LOT 26	14,547.70	0.33
LOT 27	10,247.94	0.24
LOT 28	10,369.22	0.24
LOT 29	11,655.02	0.27
LOT 30	13,280.20	0.30
LOT 31	10,744.01	0.25
LOT 32	9,451.70	0.22
LOT 33	12,705.91	0.29
LOT 34	12,707.77	0.29
LOT 35	10,973.49	0.25
LOT 36	21,574.51	0.50

LINE TABLES

Line Table		
Line #	Length (Ft)	Direction
L1	43.94	S06° 48' 36"W
L2	41.57	S66° 55' 45"E
L3	6.30	S39° 06' 28"W
L4	14.53	N56° 47' 12"W
L5	30.50	N11° 57' 08"W
L6	43.94	S06° 48' 36"W
L7	74.11	S17° 16' 51"E
L8	25.30	S17° 16' 51"E
L9	29.22	S12° 44' 24"W
L10	7.80	S12° 44' 24"W
L11	4.71	N06° 48' 30"E
L12	15.20	N32° 45' 42"W
L13	42.65	S12° 56' 57"E
L14	35.82	S38° 55' 15"E
L15	28.59	S01° 57' 32"W
L16	49.00	S07° 29' 11"W
L17	101.06	N03° 26' 59"W
L18	32.20	N01° 57' 32"E
L19	7.86	N59° 45' 59"E
L20	50.74	S29° 48' 27"E

Line Table		
Line #	Length (Ft)	Direction
L21	48.25	S89° 30' 52"E
L22	12.64	N00° 00' 00"E
L23	37.88	N00° 00' 00"E
L24	16.54	S79° 01' 41"W
L25	50.52	S00° 00' 00"E
L26	3.54	S59° 45' 59"W
L27	42.65	N12° 56' 57"W
L28	12.78	N74° 37' 34"E
L29	NOT	USED
L30	NOT	USED
L31	46.36	S88° 42' 58"W
L32	22.43	N01° 37' 18"E
L33	26.09	N68° 41' 51"E
L34	NOT	USED
L35	8.71	S88° 40' 22"E
L36	39.66	S88° 40' 22"E
L37	NOT	USED
L38	12.78	S74° 37' 34"W
L39	51.73	N17° 16' 51"W
L40	43.94	N06° 48' 36"E

Line Table		
Line #	Length (Ft)	Direction
L41	49.80	S88° 40' 22"E
L42	47.67	N17° 16' 51"W
L43	33.92	S01° 37' 18"W
L44	6.64	S12° 44' 24"W
L45	77.89	N88° 40' 22"W
L46	2.03	N39° 06' 28"E
L47	15.08	S38° 55' 15"E

CURVE TABLES

Curve Table			
Curve #	Length (Ft)	Radius	Delta
C1	129.17'	82.50'	89°42'20"
C2	73.77'	50.00'	84°31'58"
C3	36.79'	87.50'	24°05'27"
C4	42.97'	82.00'	30°01'15"
C5	11.21'	25.00'	25°41'21"
C6	19.04'	42.00'	25°58'18"
C7	12.22'	25.00'	28°00'30"
C8	25.93'	40.00'	37°08'56"
C9	80.71'	80.00'	57°48'27"
C10	29.41'	26.00'	64°49'13"
C11	5.98'	25.26'	13°33'51"
C12	36.42'	25.26'	82°36'40"
C13	95.42'	60.00'	91°07'18"
C14	82.76'	60.00'	79°01'41"
C15	93.09'	80.00'	66°40'03"
C16	74.04'	80.00'	53°01'36"
C17	20.99'	67.00'	17°57'01"
C18	11.38'	316.00'	02°03'51"
C19	31.86'	67.00'	27°14'52"
C20	42.27'	104.50'	23°10'38"
C21	33.26'	67.00'	28°26'21"
C22	1.67'	104.50'	00°54'49"
C23	34.06'	65.00'	30°01'15"
C24	9.56'	25.00'	21°54'51"
C25	65.56'	47.00'	79°55'17"
C26	71.05'	200.00'	20°21'16"
C27	68.95'	200.00'	19°45'13"
C28	18.04'	47.00'	21°59'47"
C29	23.70'	25.00'	54°18'53"
C30	4.78'	59.00'	04°38'23"

Curve Table			
Curve #	Length (Ft)	Radius	Delta
C31	21.97'	59.00'	21°19'55"
C32	30.74'	200.00'	08°48'24"
C33	73.54'	200.00'	21°04'03"
C34	46.70'	97.00'	27°34'57"
C35	92.07'	200.00'	26°22'31"
C36	43.06'	25.00'	98°41'14"
C37	51.17'	97.00'	30°13'30"
C38	2.41'	25.00'	05°31'38"
C40	2.36'	25.00'	05°24'31"
C41	7.14'	63.00'	06°29'35"
C42	56.42'	63.00'	51°18'52"
C43	9.21'	25.00'	21°06'01"
C44	4.13'	25.00'	09°27'30"
C45	67.16'	47.00'	81°52'34"
C46	19.45'	25.00'	44°33'57"
C47	2.95'	25.00'	06°45'07"
C48	47.95'	77.00'	35°40'48"
C49	20.87'	77.00'	15°31'49"
C50	11.50'	77.00'	08°33'22"
C51	59.31'	43.00'	79°01'41"
C52	68.91'	77.00'	51°16'30"
C53	44.85'	43.00'	59°45'59"
C54	24.96'	25.00'	57°12'10"
C55	41.12'	47.00'	50°07'57"
C56	32.39'	25.00'	74°14'33"
C57	37.30'	77.00'	27°45'11"
C58	5.01'	25.00'	11°29'36"
C59	6.32'	25.00'	14°28'42"
C60	23.70'	25.00'	54°18'53"
C61	17.27'	47.00'	21°03'15"

Curve Table			
Curve #	Length (Ft)	Radius	Delta
C62	23.70'	25.00'	54°18'53"
C63	73.73'	97.00'	43°33'07"
C64	51.70'	45.00'	65°49'58"
C65	5.44'	50.00'	06°13'47"
C66	39.13'	97.00'	23°06'55"
C67	39.37'	63.00'	35°48'31"
C68	47.66'	50.00'	54°36'32"
C69	29.21'	50.00'	33°28'09"
C70	47.87'	50.00'	54°51'38"
C71	15.17'	50.00'	17°22'43"
C72	16.11'	109.00'	08°28'06"
C73	26.87'	109.00'	14°07'25"
C74	36.84'	25.00'	84°25'40"
C75	95.70'	316.00'	17°21'06"
C77	43.53'	50.00'	49°53'14"
C78	38.32'	109.00'	20°08'26"
C79	53.71'	50.00'	61°32'44"
C80	32.02'	45.00'	40°45'56"
C81	10.95'	33.50'	18°44'02"
C82	53.72'	109.00'	28°14'21"
C83	4.81'	45.00'	06°07'11"
C84	7.19'	63.00'	06°32'28"
C85	66.11'	63.00'	60°07'35"
C86	23.70'	25.00'	54°18'53"
C87	10.25'	47.00'	12°29'57"
C88	32.07'	25.00'	73°29'50"
C89	47.03'	99.00'	27°13'11"
C90	29.64'	70.50'	24°05'27"
C91	48.69'	33.00'	84°31'51"
C92	34.93'	25.00'	80°03'20"

Curve Table			
Curve #	Length (Ft)	Radius	Delta
C93	98.64'	63.00'	89°42'20"
C94	12.74'	67.00'	10°53'36"
C95	158.78'	316.00'	28°47'24"
C96	103.95'	252.00'	23°38'03"
C97	85.58'	316.00'	15°31'00"
C98	85.57'	97.00'	50°32'47"

25% SLOPE AREA LINE TABLES

25% Slope Line Table		
Line #	Length (Ft)	Bearing
SL1	30.20	S08° 40' 16"W
SL2	27.02	S38° 00' 36"W
SL3	22.81	S00° 21' 00"W
SL4	15.52	S36° 22' 51"E
SL5	21.72	S88° 51' 19"E
SL6	44.06	N53° 24' 49"E
SL7	23.75	N19° 49' 38"E
SL8	24.96	N05° 25' 48"W
SL9	34.72	N45° 23' 23"W
SL10	14.19	N74° 11' 45"W
SL11	29.26	S50° 17' 41"W
SL12	13.19	S25° 49' 14"W
SL13	11.78	S04° 18' 30"E
SL14	14.97	S60° 38' 35"E
SL15	12.25	S22° 32' 55"E
SL16	6.10	S56° 35' 24"E
SL17	8.81	S87° 06' 29"E
SL18	14.69	N51° 18' 15"E
SL19	17.28	N32° 19' 13"E
SL20	24.41	N05° 48' 30"E
SL21	11.78	N30° 46' 48"W
SL22	5.92	N48° 55' 06"W
SL23	9.88	N72° 13' 17"W
SL24	7.54	S87° 20' 22"W
SL25	9.12	S23° 32' 49"W
SL26	16.49	S03° 36' 16"E
SL27	31.02	S17° 19' 55"E
SL28	40.75	N07° 16' 47"W
SL29	19.26	S39° 39' 59"W
SL30	14.09	N05° 59' 34"W

SEQUENCE NO.



OV1213-21
REF. NO.: OV113-05

FINAL PLAT for
THE ENCLAVE AT STONE CANYON V
LOTS 1 THROUGH 36,
COMMON AREAS A THROUGH D AND BLOCK 1
 A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G.&S.R.M.,
 ORO VALLEY, PIMA COUNTY, ARIZONA
 DATE: 06/10/14 **SHEET 5** of 7

CYPRESS PROJECT NO: 12.038



2102 north country club road
 suite #9
 tucson, arizona 85716
 p: 520.991.5213
 e: kmhall@cypresscivil.com

SEQUENCE NO. _____

PAD
 UNSUBDIVIDED
 219-38-0620
 DKT.13564, PG.3483
 FITNESS CENTER

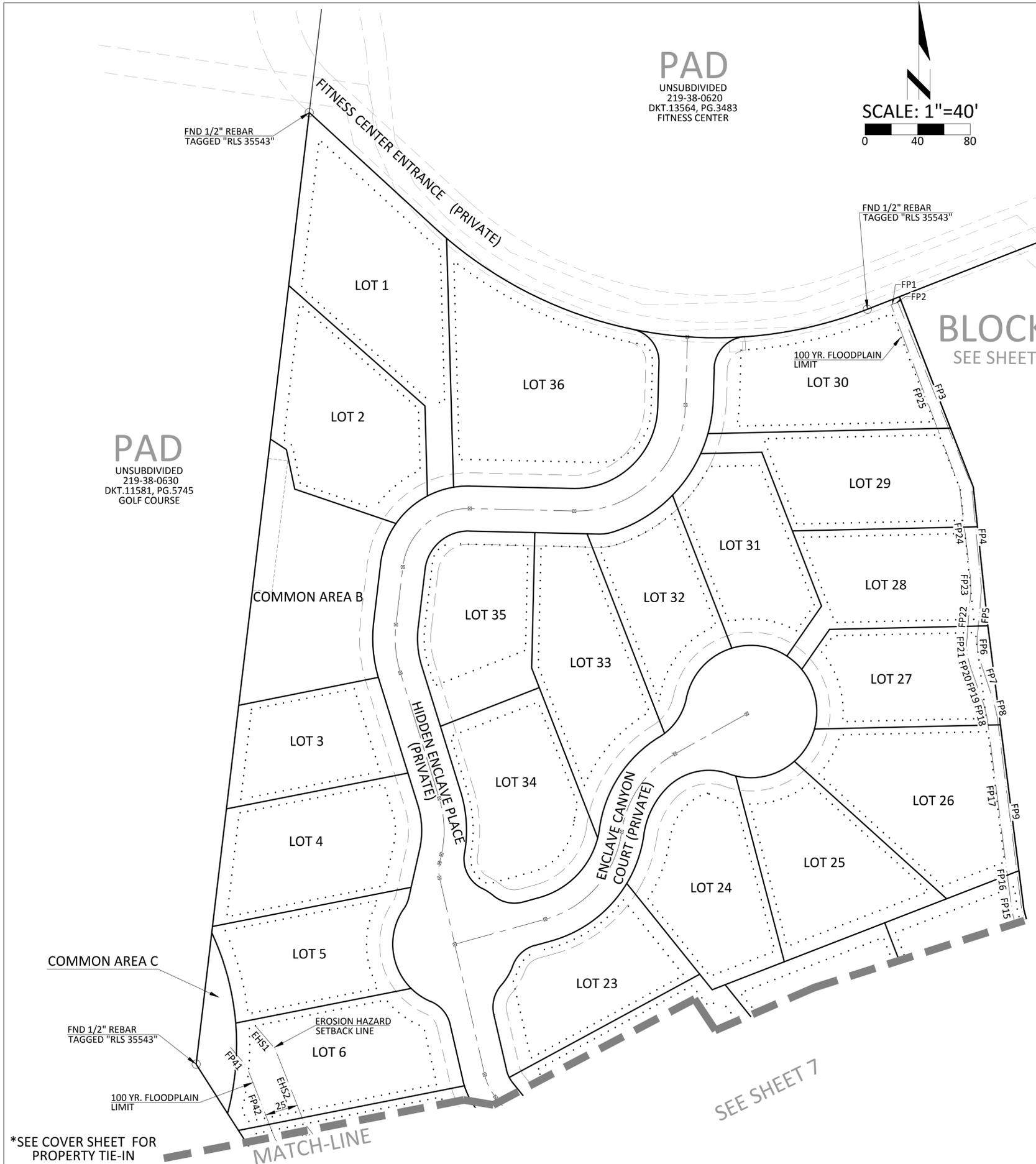
SCALE: 1"=40'
 0 40 80

PAD
 UNSUBDIVIDED
 219-38-0630
 DKT.11581, PG.5745
 GOLF COURSE

Floodplain Line Table		
Line #	Length (ft)	Bearing
FP1	2.19	S66° 50' 57"W
FP2	3.27	S77° 32' 49"W
FP3	149.04	N21° 59' 25"W
FP4	78.31	N05° 32' 24"W
FP5	39.52	N04° 53' 42"E
FP6	9.70	N03° 18' 58"W
FP7	39.35	N18° 22' 26"W
FP8	9.87	N13° 25' 59"W
FP9	147.24	N07° 16' 23"W
FP10	108.29	N15° 35' 23"W
FP11	13.20	N35° 55' 52"W
FP12	5.82	N15° 47' 58"E
FP13	11.77	N79° 12' 52"E
FP14	122.87	S14° 22' 22"E
FP15	9.90	S08° 41' 50"E
FP16	21.30	S07° 31' 23"E
FP17	118.25	S07° 20' 12"E
FP18	9.98	S13° 54' 14"E
FP19	29.14	S19° 51' 09"E
FP20	29.14	S19° 51' 09"E
FP21	9.79	S03° 55' 57"E
FP22	39.45	S04° 34' 35"W
FP23	9.91	S01° 15' 16"E
FP24	68.96	S06° 50' 55"E
FP25	147.62	S20° 37' 08"E
FP26	11.51	S78° 32' 35"W
FP27	57.36	N05° 32' 05"W
FP28	9.87	N32° 35' 24"W
FP29	19.41	S75° 46' 50"W
FP30	9.89	N58° 42' 22"W
FP31	13.54	N19° 07' 34"W
FP32	16.51	N49° 48' 22"W
FP33	14.19	N09° 12' 38"W
FP34	28.11	N36° 37' 25"E
FP35	9.88	S83° 48' 29"E
FP36	9.77	S53° 24' 46"E
FP37	9.91	S35° 21' 22"E
FP38	39.30	S13° 05' 23"E
FP39	8.71	S57° 30' 42"E
FP40	66.72	S10° 36' 49"E

Floodplain Line Table		
Line #	Length (ft)	Bearing
FP41	18.80	N40° 29' 17"W
FP42	59.16	N21° 27' 48"W
FP43	18.52	N37° 44' 13"W
FP44	19.13	N10° 34' 32"W
FP45	157.74	N30° 39' 13"W
FP46	19.89	N38° 48' 38"W
FP47	19.72	N24° 04' 32"W
FP48	39.33	N32° 24' 03"W
FP49	19.30	N39° 34' 03"W
FP50	36.45	N12° 40' 38"W
FP51	24.02	N04° 58' 13"E
FP52	16.55	N21° 16' 00"E
FP53	19.59	N05° 20' 27"W
FP54	19.68	N20° 03' 10"W
FP55	19.63	N31° 46' 47"W
FP56	18.72	N85° 56' 18"W
FP57	19.65	N14° 44' 37"W
FP58	19.01	N01° 21' 29"E

Erosion Hazard Setback Line Table		
Line #	Length (ft)	Bearing
EHS1	22.99	N40° 29' 17"W
EHS2	59.77	N21° 27' 48"W
EHS3	20.99	N37° 44' 13"W
EHS4	20.74	N10° 34' 32"W
EHS5	151.53	N30° 39' 13"W
EHS6	21.34	N38° 48' 38"W
EHS7	21.13	N24° 04' 32"W
EHS8	35.94	N32° 24' 03"W
EHS9	23.71	N39° 34' 03"W
EHS10	46.31	N12° 40' 38"W
EHS11	31.48	N04° 58' 13"E
EHS12	14.21	N21° 16' 00"E
EHS13	10.45	N05° 20' 27"W
EHS14	13.89	N20° 03' 10"W
EHS15	4.28	N31° 46' 47"W
EHS16	23.84	N85° 56' 18"W
EHS17	41.08	N14° 44' 37"W
EHS18	22.54	N01° 21' 29"E



*SEE COVER SHEET FOR PROPERTY TIE-IN

MATCH-LINE

SEE SHEET 7

BLOCK 1
 SEE SHEET 2

CYPRESS PROJECT NO: 12.038



2102 north country club road
 suite #9
 tucson, arizona 85716
 p: 520.991.5213
 e: kmhall@cyprcsscivil.com

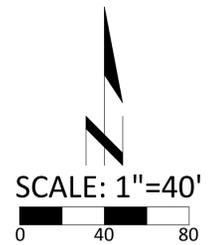


OV1213-21
 REF. NO.: OV113-05

FINAL PLAT for
THE ENCLAVE AT STONE CANYON V
LOTS 1 THROUGH 36,
COMMON AREAS A THROUGH D AND BLOCK 1
 A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G.&S.R.M.,
 ORO VALLEY, PIMA COUNTY, ARIZONA
 DATE: 06/10/14 SHEET 6 OF 7

SEQUENCE NO. _____

SEQUENCE NO.



MATCH-LINE SEE SHEET 6

BLOCK 1
SEE SHEET 2

PAD
UNSUBDIVIDED
219-38-0630
DKT. 11581, PG. 5745
GOLF COURSE

PAD
UNSUBDIVIDED
219-19-196Q
DKT. 11581, PG. 5745
GOLF COURSE

100 YR. FLOODPLAIN LIMIT

EROSION HAZARD SETBACK LINE

COMMON AREA D

FND 1/2" REBAR TAGGED "RLS 35543"

FND 1/2" REBAR TAGGED "RLS 35543"

FND 1/2" REBAR TAGGED "RLS 35543"

ROCK HAVEN PLACE (PRIVATE) DKT. 13811, PG. 1777

*SEE COVER SHEET FOR PROPERTY TIE-IN



OV1213-21
REF. NO.: OV113-05

FINAL PLAT for
THE ENCLAVE AT STONE CANYON V
LOTS 1 THROUGH 36,
COMMON AREAS A THROUGH D AND BLOCK 1
A PORTION OF THE N.E. 1/4 OF SECTION 23, T. 11 S., R. 13 E., G.&S.R.M.,
ORO VALLEY, PIMA COUNTY, ARIZONA

CYPRESS PROJECT NO: 12.038
CYPRESS CIVIL DEVELOPMENT
strength + sustainability
2102 north country club road
suite #9
tucson, arizona 85716
p: 520.991.5213
e: kmhall@cypresscivil.com

DATE: 06/10/14 SHEET 7 OF 7

SEQUENCE NO.



Town Council Regular Session

Item # **H.**

Meeting Date: 07/02/2014
Requested by: Bayer Vella
Submitted By: Rosevelt Arellano
Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)14-37, authorizing and accepting a land donation of a half-acre residential lot in the Canada Del Oro Estates subdivision, located on the south side of Lambert Lane and west of 1st Avenue

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The property owner, Shay Kinney, is donating a vacant half-acre residential lot in the Canada Del Oro Estates subdivision, located on the south side of Lambert Lane and west of 1st Avenue (map provided as Attachment 2). The property owner would like to donate the property for the following reasons: 1) The owner does not want to develop the lot; 2) The owner no longer wants to pay property taxes on this lot.

The property owner has submitted a clean title report that shows no outstanding liens, liabilities or taxes on the property. Should the land donation be approved, the Town does not have to pay any taxes on the donated land.

Assuming the Town acquires ownership, the donated land could provide the following potential benefits: 1) recreational area (i.e. pedestrian/bicycle rest stop) due to its proximity to a multi-use path; 2) Park & Ride; 3) transit stop; 4) open space; etc.

BACKGROUND OR DETAILED INFORMATION:

The land donation requires Town Council approval prior to being recorded with Pima County. Acceptance of this parcel is at the sole discretion of Town Council.

Existing Site Conditions

- Size: 0.59 acres (25,700 square feet)
- Access: Lambert Lane and multi-use path
- Topography: Mild to moderate slopes along the north property line
- Land use: Vacant land
- Zoning: Rivers Edge PAD, CR-5 (Single and Multi-family Homes) Zoning Designation

Surrounding Conditions

- Land use:
 - North: Large lot single-family homes (zoned R1-144)
 - South: Tucson Electric Power substation

- East: Vacant land (75' right-of-ways)
- West: Single-family homes (zoned CR-5)

This is the first time in recent history (within the past 10 years) that an individual has donated land to the Town. The owner has provided the Town with a clear and marketable title, as well as a survey boundary of the dedicated property.

The Town has processes and requirements for the acceptance of private streets, sidewalks, trails, drainage and utility easements as public domain. Within these processes, there are requirements for several elements to safeguard the Town from future encumbrances or costs. The individual donating the land has satisfied or is not subject to most of the street dedication requirements as specified in the Town Code, Section 7-8. The following is a list of the street dedication requirements and the disposition status of this donation:

- Platting or Re-Platting the donated area

A suitable parcel survey has been provided. The parcel was created by the existing Canada Del Oro Estates plat

- Release of easements, liens, other property rights, rights to any person, utility or corporation previously dedicated, granted or otherwise conveyed

Clear Title Report provided

- Marketable Title

Clear Title Report provided

- Clean Environmental Audit

Since 90% of this site is road embankment for Lambert Lane, no environmental issues are expected in this area. The only portion of the site possibly subject to hazard is the approximate 10% next to the existing TEP substation. Combined with the area next to the substation not being used for anything more than possibly a municipal path/trail, the small size of possible exposure area and no recorded environmental issues in the title report, this requirement was waived.

- Map and plat showing proposed right-of-way widths, etc.

A suitable parcel survey has been provided

- Hydrology Report

Not required - the size of the parcel is under 1 acre and there are no washes onsite

- Existing street construction details

Not applicable

- Date of street construction completion and associated maintenance records

Not applicable

FISCAL IMPACT:

Dependent on future planning for the site.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-37, authorizing and approving a land donation of a 0.59 acre residential lot as described in the legal description and exhibit in Attachment 1.

Attachments

Attachment 1 - (R)14-37 Land Donation CDO Estates Subdivision

Attachment 2 - Location Map

RESOLUTION NO. (R)14-37

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND ACCEPTING A LAND DONATION OF A HALF ACRE RESIDENTIAL LOT IN THE CANADA DEL ORO ESTATES SUBDIVISION, LOCATED ON THE SOUTH SIDE OF LAMBERT LANE AND WEST OF FIRST AVENUE

WHEREAS, The Town of Oro Valley acquires land from time to time for open space, improvements and other municipal uses; and

WHEREAS, property owner, Shay Kinney desires to donate said property herein described to the Town as provided for in Exhibit A; and

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

1. The Town Manager and other administrative officials, or their designees, are hereby authorized to take such steps as necessary to execute and implement the terms of the land donation through the title company.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 2nd day of July, 2014.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date

Date

EXHIBIT “A”

LEGAL DESCRIPTION

A parcel of land lying in a portion of the Northeast one-quarter of Section 12, Township 12 South, Range 13 East, G&SRM, Pima County, Arizona, more particularly described as follows:

COMMENCING at the East one quarter corner of said Section 12.

THENCE North 89 degrees 59 minutes 56 seconds West, along the South line of said North one-quarter, a distance of 75.00 feet, to the POINT OF BEGINNING ;

THENCE North 00 degrees 13 minutes 34 seconds East, a distance of 218.38 feet, to a point on a non-tangent curve. Said point is on the Southeasterly Right of Way of Lambert Lane. A radial line from the center, through said point bears South 41 degrees 51 minutes 50 seconds East;

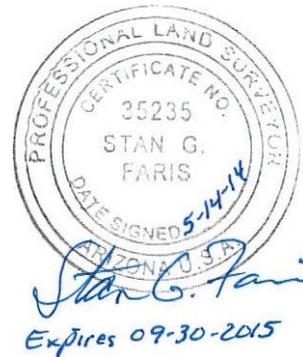
THENCE 211.80 feet along said curve, to the right, having a radius of 1837.95 feet through a central angle of 06 degrees 36 minutes 10 seconds;

THENCE South 00 degrees 13 minutes 34 seconds West, a distance of 86.42 feet, to a point on the South line of the Northeast one-quarter of Section 12;

THENCE South 89 degrees 59 minutes 56 seconds East, along said South line, a distance of 165.00 feet, to the POINT OF BEGINNING.

Containing 24,715 sq. ft. or 0.567 acres more or less.

Page I of 1





LOCATION MAP

Kinney Land Donation



Town Council Regular Session

Item # 1.

Meeting Date: 07/02/2014
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

Resolution No. (R)14-38, authorizing and approving an intergovernmental agreement between the Town of Oro Valley and Pima County regarding payment for the incarceration of municipal prisoners

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The annual Intergovernmental Agreement with Pima County that permits the Town to house Oro Valley municipal prisoners in the Pima County Jail is up for renewal as of June 30, 2014. Payment for incarceration of municipal prisoners in county jails is necessary because of a state law passed in 1989 mandating that cities and towns pay for this service.

Pima County has set the incarceration fees for FY 2014/15 as follows: \$257.83 to cover booking and intake expenditures and prisoner housing for the first day, and \$80.10 per subsequent day for each prisoner. The initial day amount has increased \$4.01, while the cost for each additional day has decreased \$5.48 from the current FY 2013/14 fees. A two-day stay for a prisoner will now cost a total of \$337.93 next fiscal year, which is a decrease of \$1.47 over the current fiscal year. The alternative is for the Town to house its own municipal prisoners, which would be cost prohibitive.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2014/15 Custody of Prisoners budget has been decreased by \$10,000 to \$140,000. The decrease is based on past trends in custody expenditures.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)14-38, authorizing and approving an intergovernmental agreement between the Town of Oro Valley and Pima County regarding payment for the incarceration of municipal prisoners.

Attachments

(R)14-38 IGA Municipal Prisoner Incarceration
IGA

RESOLUTION NO. (R)14-38

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley is authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

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, pursuant to A.R.S. § 31-121(D), an individual may be incarcerated in a county jail and the costs of incarceration shall be paid by the municipality having established the municipal court in which the charges have been filed; and

WHEREAS, Pima County shall receive and detain all municipal prisoners who are medically fit to be incarcerated in the detention facilities maintained and operated by Pima County; and

WHEREAS, the Town desires to enter into an Intergovernmental Agreement with Pima County to set forth the terms and conditions for the incarceration of municipal prisoners in the detention facilities maintained and operated by Pima County; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as “Exhibit “A” and incorporated herein by this reference, in order to set forth the terms and conditions relating to the incarceration of municipal prisoners in the detention facilities maintained and operated by Pima County for a term effective July 1, 2014 through June 30, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Intergovernmental Agreement, attached hereto as “Exhibit “A”, between the Town of Oro Valley and Pima County for the incarceration of municipal prisoners is hereby authorized and approved.

BE IT FURTHER RESOLVED that the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 2nd day of July, 2014.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF ORO VALLEY
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Oro Valley, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

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

County and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Oro Valley Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Oro Valley Town Court and for whom the Town has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Oro

Valley Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of \$257.83. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking. County shall provide such booking and related services as prescribed by operations plans jointly approved by the Town of Oro Valley Police and the Sheriff of Pima County.

Transportation of prisoners to Town of Oro Valley Court or other locations, only as ordered by Town of Oro Valley Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of \$257.83 to cover booking and intake expenditures and prisoner housing. For each billable day following the first day, Town shall pay \$80.10 per day. The two rates are applicable to the period July 1, 2014 through June 30, 2015. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.
2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Billable custody" means any pretrial custody involving a misdemeanor offense which will be tried or adjudicated in Town of Oro Valley Court, or any custody pursuant to a sentence imposed by Town Of Oro Valley Court.
4. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town Of Oro Valley Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."
2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.
3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.
4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Town shall be allowed access to necessary computer systems in a timely manner to verify the billing.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2014 through June 30, 2015 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to

the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

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

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF ORO VALLEY
11000 North La Canada Dr.
Oro Valley, AZ 85737

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

TOWN OF ORO VALLEY

Chair, Board of Supervisors

Mayor

Date

Date

Clerk, Board of Supervisors

Town of Oro Valley Clerk

Date

Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

TOWN OF ORO VALLEY

Deputy County Attorney

Town of Oro Valley Attorney



Town Council Regular Session

Item # J.

Meeting Date: 07/02/2014

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-39, authorizing and approving a High Intensity Drug Trafficking Area Grant Agreement with the City of Tucson, allowing for two (2) officers to be assigned to the Pima County/Tucson Metropolitan Counter Narcotics Alliance

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 \$108,375 for two (2) Town of Oro Valley Police Department officers for FY 2014-15. These officers are assigned to the Pima County/Tucson Metro Counter Narcotics Alliance.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

These positions are funded in the Adopted Budget for FY 2014-15.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-39, authorizing and approving a High Intensity Drug Trafficking Area 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.

Attachments

(R)14-39 - CNA HIDTA Grant Agreement

CNA HIDTA Grant Agreement

RESOLUTION NO. (R)14-39

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, 2014 through December 31, 2015; 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 2nd day of July, 2014.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date

Date

EXHIBIT “A”



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number *HT-14-2315*

This Grant Agreement is made this 1ST day of January 2014 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **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, 2014 and terminate on December 31, 2015. 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 Lead Management Analyst

B. If to the GRANTEE:

**Oro Valley Police Department
11000 North La Canada 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.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$85,000.00
Fringe Benefits	\$20,400.00
Overtime	\$2,975.00
Travel	0.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$108,375.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. 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.
8. 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*.

9. 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>

10. 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.
11. 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.
12. 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.

13. 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.

14. 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.
15. 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>

16. 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.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. 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).

19. 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>

20. 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.

21. 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.

22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

23. 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.

24. 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.

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25. 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 Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. 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 Indemnitee, 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".
27. 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.
28. 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.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (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 EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO 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.
30. 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.
31. 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.
32. 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.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. 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.
35. 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.
36. The 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

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. 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.
39. 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.
40. Pursuant to 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.
41. 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
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



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. **ADDITIONAL INSURANCE REQUIREMENTS:** 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: «GrantNumber»

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 # **K.**

Meeting Date: 07/02/2014

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-40, 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

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 (HIDTA) Task Force.

If approved, this agreement will provide continued funding for salary and benefits in the amount of \$76,735 for one (1) Town of Oro Valley Police Department officer for FY 2014-15. This officer is assigned to the Pima County HIDTA Investigative Task Force.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

This position is funded in the Adopted Budget for FY 2014-15.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-40 , 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.

Attachments

(R)14-40 HIDTA Grant for PCHITE

HIDTA Grant Agreement

RESOLUTION NO. (R)14-40

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

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 Investigative Task Force for a term effective January 1, 2014 through December 31, 2015; 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 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 2nd day of July, 2014.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date

Date

EXHIBIT “A”



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number *HT-14-2322*

This Grant Agreement is made this 1ST day of January 2014 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **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, 2014 and terminate on December 31, 2015. 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 Lead Management Analyst

B. If to the GRANTEE:

**Oro Valley Police Department
11000 North La Canada 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.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$46,470.00
Fringe Benefits	\$21,765.00
Overtime	\$8,500.00
Travel	0.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$76,735.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. 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.
8. 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*.

9. 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>

10. 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.
11. 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.
12. 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.

13. 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.

14. 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.
15. 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>

16. 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.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. 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).

19. 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>

20. 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.

21. 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.

22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

23. 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.

24. 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.

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25. 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 Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. 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 Indemnitee, 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".
27. 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.
28. 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.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (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 EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO 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.
30. 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.
31. 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.
32. 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.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. 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.
35. 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.
36. The 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

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. 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.
39. 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.
40. Pursuant to 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.
41. 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
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



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. **ADDITIONAL INSURANCE REQUIREMENTS:** 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: «GrantNumber»

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 # **L.**

Meeting Date: 07/02/2014

Requested by: Daniel G. Sharp **Submitted By:** Colleen Muhr, Police Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-41, authorizing and approving an intergovernmental agreement between the Town of Oro Valley Police Department and the Arizona Department of Public Safety for participation in the Gang Immigration and Intelligence Team Enforcement Mission (GIITEM)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Town of Oro Valley Police Department wishes to enter into an intergovernmental agreement with the Arizona Department of Public Safety, which will allow the Police Department to continue participating in the State gang task force known as the Gang Immigration and Intelligence Team Mission (GIITEM).

BACKGROUND OR DETAILED INFORMATION:

Approval of this Intergovernmental Agreement (IGA) proposal will allow the Arizona Department of Public Safety to reimburse the Town of Oro Valley seventy-five percent of payroll expenses for the assigned officer. The Arizona Department of Public Safety will also supply the vehicle for the assigned member and assume all vehicle-related expenses.

Renewing this IGA will allow the Police Department to continue having direct access to GIITEM resources through the assigned member.

Staff believes that our ability to intervene and prevent criminal street gang activity in our community will continue to be enhanced by the participation of an officer of the Oro Valley Police Department in the GIITEM. This IGA should assist us in the community with our efforts to support public safety and quality of life goals.

FISCAL IMPACT:

This position is funded in the Adopted Budget for FY 2014-15.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-41, authorizing and approving an intergovernmental agreement between the Town of Oro Valley Police Department and the Arizona Department of Public Safety for participation in the Gang Immigration and Intelligence Team Enforcement Mission (GIITEM)

Attachments

(R)14-41 IGA - GIITEM

RESOLUTION NO. (R)14-41

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR THE GANG AND IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM)

WHEREAS, the Town of Oro Valley pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 is authorized to enter into and renew agreements for joint and cooperative action with other public agencies; and

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 an Intergovernmental Agreement with the Arizona Department of Public Safety whereby the Town of Oro Valley will assign one certified peace officer to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) and the Town of Oro Valley will be reimbursed 75% of payroll expenses of the officer as outlined in the Intergovernmental Agreement; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental 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; and

WHEREAS, the Mayor and Council desire to authorize the Town of Oro Valley Town Manager and Chief of Police to sign any renewals and minor amendments to the Intergovernmental Agreement for the next five (5) years.

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

1. That the Intergovernmental Agreement between the Town of Oro Valley and the Arizona Department of Public Safety for participation of an Oro Valley Police Officer in Gang and Immigration Intelligence Team Enforcement Mission, attached hereto as Exhibit "A", is hereby approved.
2. That the Mayor and Council authorize the Town Manager and the Chief of Police to sign any renewals and minor amendments to the Intergovernmental Agreement for the next five (5) years.
3. That 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 Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 2nd day of July, 2014.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date

Date

EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Town of Oro Valley, for the benefit of the Oro Valley Police Department, hereinafter referred to as "Town".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

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

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Town agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Town agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Town and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Town. The assigned officer must abide by all of the applicable rules and regulations of the Town and are subject to its disciplinary process.

The Town agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Town on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Town if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed. The Town will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work

week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Town agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Town for salary raises or modifications to base salaries, unless the Town submits such modification to DPS at least 60 days prior to the effective date of such modification.

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

DPS agrees to assign a department vehicle to the Town's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and will utilize the DPS assigned vehicle for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

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

IV. NONDISCRIMINATION

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

V. INDEMNIFICATION

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

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Town's guidelines. If the Town does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Town for any assigned officer who undergoes testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Town agrees to permit their officer to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

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

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Town officer covered by the IGA shall be deemed to be an employee of both agencies. The Town, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

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

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Town notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Town regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XIV. AVAILABILITY OF FUNDS

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

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

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

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

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Chief Daniel G. Sharp
Oro Valley Police Department
11000 North La Canada Drive
Oro Valley, Arizona 85737

XVII. VALIDITY

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

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

STATE OF ARIZONA

BY: *Robert C. Halliday*
FOR Robert C. Halliday, Director
Arizona Department of Public Safety

DATE: 6/6/14

APPROVED AS TO FORM:

Robert J. Sidles
Assistant Attorney General

DATE: 6/5/14

ORO VALLEY POLICE DEPARTMENT

BY: _____
Daniel G. Sharp, Chief

DATE: _____

TOWN OF ORO VALLEY

Satish I. Hiremath, Mayor

DATE: _____

ATTEST:

Julie Bower, Town Clerk

APPROVED AS TO FORM:

Tobin Sidles, Town Attorney



Town Council Regular Session

Item # **1.**

Meeting Date: 07/02/2014
Requested by: Bayer Vella
Submitted By: Chad Daines, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO APPROVE A REQUEST BY WLB GROUP FOR THE KAI NARANJA DEVELOPMENT, LOCATED EAST OF IRONWOOD RIDGE HIGH SCHOOL ON THE SOUTH SIDE OF NARANJA DRIVE, TO UTILIZE THE MODIFIED REVIEW PROCESS ENABLED IN THE ENVIRONMENTALLY SENSITIVE LANDS (ESL) SECTION OF THE ZONING CODE

RECOMMENDATION:

Staff recommends approval of the use of the modified review process enabled by the Environmentally Sensitive Lands (ESL) section of the Zoning Code for the Kai Naranja development.

EXECUTIVE SUMMARY:

The applicant's request to utilize the ESL modified review process was unfortunately not forwarded for Town Council consideration at the time of rezoning approval. In fairness to the applicant, who did request ESL incentives for the modified review process on the application, staff is bringing this forward at this time for Town Council's consideration in allowing the utilization of the modified review process.

BACKGROUND OR DETAILED INFORMATION:

The ESL section of the Zoning Code requires varying levels of open space and development standards aimed at conserving environmental, scenic and cultural resources. A system of incentives was developed to lessen impacts to property owners/developers and offsets the effects of the regulations.

One incentive in particular provides for a modified review process at Town Council's discretion for rezoning applications. If enabled, it allows for administrative review and approval of a site plan, provided it conforms to the rezoning-related Tentative Development Plan. This provision, and other incentives, are intended as additional benefits for conserving open space.

Per the Town's Zoning Code, Section 27.10.F.2.c.i.a:

As a part of a rezoning application, the Town Council retains discretion to enable flexible design options on a case by case basis.

Therefore during a rezoning, the Town Council must approve the use of these flexible design standards, such as the current request by the WLB Group to utilize the expedited review process for the Kai Naranja project.

In April 2014, Town Council approved the rezoning of the Kai Naranja development from R1-144 to R1-7 (please see Attachment 1 - Approved Tentative Development Plan and Attachment 2 - Town Council

Minutes). Neighborhood concerns were addressed through the rezoning process. At the Town Council hearing, there were no public comments provided when the hearing was open to the public. However, WLB's original request to utilize the ESL modified review process was inadvertently not forwarded for Town Council consideration during this hearing.

This agenda item allows Council the opportunity to consider the original request to utilize the expedited review process for the Kai Naranja project.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to authorize use of the modified review process established by Section 27.10 for the Kai Naranja development.

OR

I MOVE to deny use of the modified review process established by Section 27.10 for the Kai Naranja development.

Attachments

Attachment 1 - Approved Tentative Development Plan

Attachment 2 - Town Council Minutes

NARANJA DR.

IRONWOOD RIDGE HIGH SCHOOL



LA CHOLLA BLVD.

CASAS CHURCH

PLAN SUMMARY
 Property Area = 45 ± Acres
 Open Space = 35% ±
 Total Lots = 120:
 ● 42 (70' x 120')
 ● 78 (55' x 120')

MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
April 2, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE

4. [PUBLIC HEARING: ORDINANCE NO. \(O\)14-07, REZONING THE 45 ACRE KAI NARANJA PROPERTY FROM R1-144 TO R1-7, LOCATED IMMEDIATELY EAST OF IRONWOOD RIDGE HIGH SCHOOL ON THE SOUTH SIDE OF NARANJA DRIVE](#)

Senior Planner Michael Spaeth gave an overview of the proposed Kai Naranja property and discussed the following:

- | | |
|------------------------------------|-----------------------------|
| -Location | -Review Criteria |
| -Vicinity | -Summary & Recommendation |
| -General Plan Designation | -Applicant Representative |
| -Existing Zoning | -Conditions of Approval |
| -Applicant's Request | -Tentative Development Plan |
| -Proposed Zoning | -ESL Designations |
| -Neighborhood Meeting/Public Input | -Proposed Development |

Applicant Paul Oland, representative for WLB, gave an overview of the proposed Kai Naranja Property.

Discussion ensued amongst Council, Mr. Oland and staff regarding the proposed Kai Naranja Property.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve Ordinance No. (O)14-07, rezoning the Kai Naranja property totaling 45 acres from R1-144 to R1-7, subject to the conditions in Attachment 2, finding that the request is consistent

with the General Plan.

Attachment 2
Conditions of Approval

1. An amended Tentative Development Plan in conformance with the Environmentally sensitive Lands Open Space Requirements will be required prior to Conceptual Site Plan Submittal.
2. All improvements requiring ground disturbance shall be contained within development envelopes.

MOTION carried, 7-0.

[ADJOURNMENT](#)

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 9:23 p.m.

MOTION carried, 7-0.



Town Council Regular Session

Item # 2.

Meeting Date: 07/02/2014

Requested by: Stacey Lemos

Submitted By: Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

RESOLUTION NO. (R)14-42, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The current intergovernmental agreement (IGA) for the provision of animal control services between the Town of Oro Valley and Pima County ends June 30, 2014. The proposed animal control services IGA (please see attached) shall become effective July 1, 2014, and shall continue until June 30, 2016. This IGA includes optional extensions for up to three (3) additional one (1) year periods.

BACKGROUND OR DETAILED INFORMATION:

Approval of this IGA will authorize the continued provision of animal control services in Oro Valley by Pima County relating to licensing, enforcement of leash law ordinances, biting dog ordinances, animal cruelty ordinances and the provision of impoundment and sheltering of stray animals. The term of the agreement shall become effective July 1, 2014, and shall continue until June 30, 2016, with the option to extend the agreement for up to three (3) additional one (1) year periods.

FISCAL IMPACT:

Under the provisions of the IGA, all animal licensing and kennel fee revenue related to animal care services within our jurisdiction is collected by Pima County and credited to the Town. The Town's expenses for licensing, kennels, enforcement and education are allocated based on the ratio of licenses processed, animals handled and enforcement calls completed for Oro Valley to those total services processed by the County.

Animal care service costs increased this fiscal year and are expected to increase further next fiscal year due to the County's efforts to mitigate the homeless pet population through the expanded spay/neuter program and expanded shelter services. Attached to this communication is a letter dated June 2, 2014, from Mr. Kim Janes, Chief of External Affairs for the Pima Animal Care Center, outlining these efforts in more detail. Also attached to this communication is the FY 2014/15 Animal Services Financial Projection for the Town of Oro Valley prepared by the Pima County Health Department, which shows the projected animal care revenues and expenses allocated to the Town of Oro Valley for both FY 2013/14 and FY 2014/15. For FY 2013/14, the projected revenues are approximately \$95,000 and projected expenses are approximately \$108,000, for an estimated deficit of \$13,000. For FY 2014/15, the projected revenues are approximately \$103,000, and projected expenses are approximately \$132,000 for an estimated deficit of

\$29,000. The IGA calls for the Town to pay the County the amount to cover the annual deficit. The Town has available funds totaling \$42,000 from prior year surpluses generated over the past two fiscal years from animal control services to cover these estimated deficits through FY 2014/15.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)14-42.

or

I MOVE...

Attachments

(R)14-42 Animal Control Services IGA with Pima County

Animal Control Svcs IGA

Letter from Kim Janes

FY 14-15 Financial Projection

RESOLUTION NO. (R)14-42

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR ANIMAL CONTROL SERVICES

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley is authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

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, on May 16, 2012, the Mayor and Council approved Resolution No. (R) 12-25, authorizing an Intergovernmental Agreement (“IGA”) between the Town and Pima County Animal Control Services for a two year period which terminates on June 30, 2014; and

WHEREAS, the Town and Pima County desire to enter the new IGA to renew the IGA for an additional two years, beginning July 1, 2014 and ending on June 30, 2016; and

WHEREAS, it is in the best interest of the Town of Oro Valley to approve the IGA between the Town and Pima County in order to continue providing enforcement of leash law ordinances, biting dog ordinances, animal cruelty ordinances and to provide for the impoundment and sheltering of stray animals within the Town’s boundaries.

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

1. The Intergovernmental Agreement between the Town of Oro Valley and Pima County, attached hereto as Exhibit “A”, for animal control services 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 Amendment.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 2nd day of July, 2014.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

Date

Exhibit “A”

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY AND THE TOWN OF ORO VALLEY

This Intergovernmental Agreement (“Agreement”) is entered into between the Town of Oro Valley, a municipal corporation, hereinafter referred to as “TOWN”, and Pima County, a political subdivision of the State of Arizona, hereinafter referred to as “COUNTY”.

I. RECITALS

WHEREAS, the Town Council of the TOWN desires to enter into an Agreement with COUNTY for the provision of animal control services relating to enforcement of leash law ordinances, biting dog ordinances, animal cruelty ordinances and to provide for the impoundment and sheltering of stray animals; and

WHEREAS, the COUNTY has trained personnel capable of enforcing the TOWN Animal Control Ordinances and has facilities for the impoundment and sheltering of stray animals; and

WHEREAS, the COUNTY is engaged in certain activities relating to the operation of a COUNTY pound, vaccination and rabies control, stray animal impoundment, including an Animal Care Center, and is therefore presently able to provide assistance and services to the TOWN for animal control purposes; and

WHEREAS, in accordance with A.R.S. §11-951 et. seq., the TOWN and COUNTY are authorized to enter into this Intergovernmental Agreement.

NOW, THEREFORE, the TOWN and COUNTY agree as follows:

II. PARTIES’ OBLIGATIONS

1. The County Enforcement Agent, herein designated by COUNTY to be Pima Animal Care Center, and all employees thereunder, shall be referred to herein as “Town Enforcement Agents.”
2. The Town Enforcement Agents shall administer and enforce the provisions of the Oro Valley Animal Control Code, applicable state laws and all services related thereunder, including such amendments to said laws as may be passed from time to time.
3. For the purpose of this Agreement, that certain Ordinance known as the Town of Oro Valley Animal Control Ordinance is hereby adopted and made a part of this Agreement by reference as if specifically set forth herein.
4. The Town Enforcement Agents shall be granted those limited police powers necessary to carry out duties imposed by this Agreement, together with any powers necessary for such agents to engage in the vaccination, licensing and other activities arising from their duties as Town Enforcement Agents.
5. The services performed under this Agreement shall be carried out in accordance with Pima Animal Care Center Policies and Procedures, and the desires of the COUNTY and TOWN as such desires may be expressed from time to time by the Pima County Board of Supervisors or the Town

Council of Oro Valley. Such scope of service level requirements shall be revised, if necessary, in accordance with availability of funds allocated for animal control purposes by the TOWN. Any such revision shall be in the form of a written amendment to this Agreement.

6. The TOWN Prosecutor shall prosecute all criminal matters and the Oro Valley Magistrate Court shall handle criminal and civil matters arising out of the enforcement of the Oro Valley Animal Control Code, as amended, pursuant to this Agreement. All fines collected by the Oro Valley Magistrate Court as a result of the enforcement of the Oro Valley Animal Control Code, shall be the property of the TOWN, and the TOWN shall be entitled to use the funds for its purposes.

7. The Town Enforcement Agents, acting under this Agreement within the jurisdictional limits of the TOWN, shall collect animal licensing and kennel fees and such fees as may be required under the Oro Valley Animal Control Code and/or state statutes, including but not limited to A.R.S. § 11-1011. Said funds are to be credited to the TOWN for costs incurred pursuant to this Agreement.

8. The TOWN'S expenses for licensing, kennels, enforcement and education shall be allocated by the year-to-date ratio of licenses processed, animals handled, enforcement calls completed, and events held for the jurisdiction, to the total mentioned services processed by COUNTY. The administrative expenses shall be allocated based on the average ratios of the year-to-date percentages of the total licensing, kennels and enforcement expenses of COUNTY. The TOWN'S expenses for the Spay/Neuter program will be allocated based on a fixed per capita percentage by jurisdiction.

9. The TOWN shall be extended cooperation and access to documents relating to the Pima Animal Care Center's operations in TOWN.

10. Persons employed by the COUNTY in performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service or other employees' rights granted by the TOWN to its officers and employees.

11. The Parties stipulate and agree that COUNTY 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, worker's compensation and internal accounting. The TOWN in no way controls, directs or supervises the actions of the COUNTY under this Agreement.

12. The cost of services charged to TOWN by COUNTY under this Agreement shall include those costs associated with the use and access to certain departments within the COUNTY by the Town Enforcement Agents, which use and access is necessary for the performance of services and functions pursuant to this Agreement.

13. All payments received from constituents on behalf of the TOWN will be deposited daily with the Pima County Treasurer's Office into a Fiduciary Agency Account and will instruct the Pima County Treasurer's Office to remit to TOWN all revenues collected on behalf of the TOWN on a monthly basis. Any interest earned on the Account shall be credited to the TOWN. The COUNTY will bill the TOWN monthly for actual costs incurred on behalf of the TOWN. Payments is due within thirty (30) days of invoice date. Interest at the rate of 10% per annum will accrue on any outstanding invoice(s) greater than 30 days. Monthly billing information will include the following:

- a. By jurisdiction, a statement of period-end and year-to-date receipts, disbursements, and the balance of the County Rabies Control Fund.
- b. By jurisdiction, the number and types of dog licenses issued, the number of calls that resulted in a response from the Pima Animal Care Center, the number of animals processed at the shelter, the number of school presentations provided within the TOWN, and the number of school children within the TOWN attending the presentations.
- c. The total Pima County Animal Care adopted budget, including operating revenues by revenue source and operating expense by type of expense.
- d. The total Spay/Neuter period-end expenses with the allocation based on a fixed per capita percentage.
- e. The projected year-end balance for the Pima County Rabies Control Fund, including any projected surplus or deficit for the TOWN.

14. Address Audit. The COUNTY will perform an address audit to verify jurisdictional information, at least quarterly. Any adjustments resulting from the audit will be processed as needed. If the outcome results in additional:

- a. Funds being due to TOWN, the COUNTY shall notify the TOWN in writing and shall remit the additional funds to the TOWN within thirty (30) days following the end of the quarter.
- b. Expenditures for the TOWN, an invoice will be submitted to the TOWN due and payable to the COUNTY within thirty (30) days from the date of invoice.

15. COUNTY will also provide TOWN with a final billing, reconciliation and Financial Report for the Pima County Rabies Control Fund on or before September 30 for each fiscal year covered by this Agreement. This report shall contain the same information enumerated in paragraph 13 of this Agreement.

16. If TOWN expenses exceed TOWN revenues for a given period, TOWN shall remit payment in the amount of the revenue deficit to COUNTY for deposit in the Pima County Rabies Control Fund within thirty (30) days after TOWN's receipt of COUNTY's invoice, billing, and Financial Report, as described in paragraphs 13-15 above of this Agreement. Interest at the rate of 10% per annum, as stated by A.R.S. § 44-1201 shall accrue on any balance outstanding 30 days from the date the official request for funds is received by the TOWN, unless the TOWN submits a written notice to COUNTY disputing the amount due within fifteen (15) days after TOWN's receipt of COUNTY's period reconciliation and Financial Report. Upon receipt of the TOWN's written notice, the COUNTY and the TOWN shall work cooperatively to reach prompt resolution of the dispute.

17. If TOWN revenues collected exceed TOWN expenses for a given fiscal year, the COUNTY shall remit the excess funds to TOWN.

III. DURATION AND EFFECTIVE DATE

The term of this Agreement shall become effective July 1, 2014 and shall continue until June 30, 2016. The Parties shall have the option of extending this Agreement for up to three (3) additional

one (1) year periods or any portion thereof. Any modification, termination, or extension shall be made by formal written amendment executed by the Parties.

IV. WORKERS' COMPENSATION

Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E), advising employees who provide services pursuant to this Agreement that they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

V. INDEMNIFICATION

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

VI. NON-DISCRIMINATION

The Parties agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

VII. AMERICANS WITH DISABILITIES ACT

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

VIII. APPLICABLE LAW

This Agreement and all obligations upon the COUNTY or TOWN arising therefrom shall be subject to any limitations of budget law or other applicable local law or regulation. The Parties hereto shall comply with all applicable federal, state and local statutes, ordinances, regulations, rules, standards and executive orders.

IX. TERMINATION

This Agreement may be terminated by either Party, with or without cause, upon sixty (60) days written notice. Upon termination, a final statement shall be sent to the TOWN by the Pima County Animal Care Center. Within thirty (30) days of receipt thereof, the TOWN shall tender payment of any deficit or the Pima County Animal Care Center shall tender payment of any surplus.

X. ASSIGNMENT

Any assignment or attempted assignment of this Agreement by either Party without the prior written consent of the other Party shall be void.

XI. NON-WAIVER

The failure of either Party to insist upon the complete performance of any of the terms and provisions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not constitute a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either Party of sums less than may be due and owing it at any time shall not constitute an accord and satisfaction.

XII. CONFLICT OF INTEREST

This Agreement is subject to the provisions of A.R.S § 38-511.

XIII. NON-APPROPRIATION

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated with or without sixty (60) days notice if the Pima County Board of Supervisors or the TOWN does not appropriate sufficient funds for the purpose of maintaining this Agreement.

XIV. NON-WARRANTY

The Parties do not warrant their respective right or power to enter into this Agreement and if the same is declared null and void by court action initiated by third persons, there shall be no liability to the other Party by reason of such action or by reason of the Agreement.

XV. NOTICES

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

COUNTY
Director
Pima County Health Department
3950 S. Country Club, Ste. 100
Tucson, AZ 85714

TOWN OF ORO VALLEY
Mayor
Town of Oro Valley
11000 N. La Canada Drive
Oro Valley, AZ 85737
(520) 229-4700

XVI. LEGAL ARIZONA WORKERS ACT COMPLIANCE

1. TOWN hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to TOWN'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). TOWN shall further ensure that each subcontractor who performs any work for TOWN under this Contract likewise complies with the State and Federal Immigration Laws.

2. COUNTY shall have the right at any time to inspect the books and records of TOWN and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

3. Any breach of TOWN'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting TOWN to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, TOWN shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

4. TOWN shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONTRACTOR'S employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this Contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

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PIMA COUNTY HEALTH DEPARTMENT
3950 S. COUNTRY CLUB, SUITE 100 • TUCSON AZ 85714
Phone: (520) 243-7770

June 2, 2014

Greg Caton, Town Manager
Town of Oro Valley
11000 North La Canada Drive
Oro Valley, Arizona 85737

RE: Fiscal Year 2014-2015 Animal Services Update and Projection

Dear Mr. Caton:

Thank you for taking the time recently to visit the Pima Animal Care Center. I hope you found it informative and helpful.

Staff has also shared with me your interest in a regional jurisdiction council on Animal Care. Staff concurs that increased collaboration with the Town of Oro Valley on Center operations and to encourage Town residents to license dogs, spay neuter pets and increase responsible ownership would be beneficial. Health Department staff will reach out to you and your staff in developing this collaborative effort with Oro Valley and the other jurisdictions the Center serves.

Currently, the Health Department and the County are setting the course to minimize the number of stray dogs and cats and eliminate the euthanasia of impounded pets with treatable illnesses, injuries and behavior issues. The Center is collaborating with County agencies, non-profit rescue organizations, private business and other local agencies and individuals to share the burden of eliminating the homeless pet population and its associated public health and safety costs.

Key steps for reducing the euthanasia of our pets and minimizing the homeless pet population include minimizing animal intake through aggressive spay/neuter of all unaltered pets, treating the treatable shelter pets and establishing a new, state of the art facility designed for modern animal sheltering operations. As you may know, the Pima County Board of Supervisors has voted to place the bond initiative to accomplish the last step on the November 2014 ballot.

According to experience from other successful jurisdictions as well as our own experience over the last three years with a nominal investment into spay/neuter, the County has found providing affordable and accessible spay/neuter to our pet owners and for the free roaming cats in our communities is most effective in reducing the number of free roaming cats and stray dogs. Spay/neuter is also less expensive than sheltering these homeless pets.

The average cost to humanely care for pets is approaching \$120 per pet. Over the last three fiscal years through the current nominal \$110,000 County general fund support to the program, the Center has reduced its animal intake from over 27,000 pets to nearly 24,000 animals annually. Reducing the intake by over 3,000 pets has reduced shelter costs over \$200,000, which translates into savings for all jurisdictions served. The single significant change in Center operations effectuating the intake reduction was this general fund investment combined with a similar amount from grants and donations.

Greg Caton
Fiscal Year 2014-2015 Animal Services Update and Projection
June 2, 2014
Page 2 of 2

Thus, increasing annual efforts to this program remains critical to mitigating the homeless pet population in Pima County, and concurrently reducing the number of pets impounded and the associated costs of caring for them. Therefore, the County will increase this program budget from \$220,000 to \$600,000 per year. Staff is tasked to fund the program as much as possible through donations, grants, sponsorships and in kind donations

Any remaining expense for the expanded spay neuter program will be shared by the jurisdictions on a per capita ratio to County population. Therefore, assuming \$130,000 in first year donation support to the program and based on the Town of Oro Valley 2012 per capita ratio of 4.15%, Oro Valley's share of the remaining \$470,000 additional projected animal services expenses in Fiscal Year 2014-2015 is estimated at \$19,500.

The County is also ceasing euthanasia of treatable and saveable pets cared for at the Center. Therefore the average stay time and cost per pet may increase. However, the Center is also on course to minimize impact to the jurisdictions through additional significant increases in medical donor, sponsor and grant fund development programs.

The attached projected Fiscal Year 2014-2015 budget incorporating the projected expenses associated with the changes outlined above is provided for your consideration.

As you may recall on November 5, 2013, the Pima County Board of Supervisors authorized additional budget allocation for expanding shelter services. According to County Finance staff, expenses associated with this action are to be shared by and expensed to the jurisdictions from the inception of the emergency action. County staff interprets the action to authorize the allocation of the current year operating expenses and the allocation of the cost to construct and equip the facility as part of the charges to be billed next fiscal year. The Town of Marana's share of these costs from FY 2013-2014 is projected to be \$6,200 and will be included in the July invoices to be sent in August.

The County's ultimate goal through effective spay neuter combined with other progressive shelter management programs is to, in the nearer future, eliminate the homeless pet population and associated expenses leaving only the abused and neglected pet population to humanely care for.

Should you have any other questions, please contact me at 243-7776.

Sincerely,



Foid K. Janes
Chief of External Affairs
Pima Animal Care Center

Attachment



PIMA COUNTY HEALTH DEPARTMENT
PIMA ANIMAL CARE CENTER
FY 14-15 Animal Services Financial Projection for Town of Oro Valley
As of 2/28/14

OPER REVENUE	Fiscal Year Adopted Budget	Total Actual		Percent of Est.	Town of Oro Valley		FY 1314 Projection	FY 1415 Projection
		Period	Yr to Date		Period	Yr to Date		
Licenses.....	\$ 1,697,055.00	\$ 138,589.00	\$ 1,047,030.25	61.70%	\$ 7,120.00	\$ 52,727.00	\$ 79,090.50	\$ 79,090.50
Impoundment.....	\$ 73,985.00	\$ 4,535.00	\$ 34,350.00	46.43%	\$ 75.00	\$ 375.00	\$ 562.50	\$ 562.50
Duplicates.....	\$ 13,142.00	\$ 950.00	\$ 7,664.00	58.32%	\$ 40.00	\$ 290.00	\$ 435.00	\$ 435.00
Transfers.....	\$ 8,050.00	\$ 271.00	\$ 2,611.00	32.43%	\$ 20.00	\$ 100.00	\$ 150.00	\$ 150.00
Adoptions.....	\$ 163,488.00	\$ 8,485.00	\$ 98,212.00	60.07%	\$ 305.00	\$ 4,316.00	\$ 6,474.00	\$ 6,474.00
Boarding.....	\$ 54,668.00	\$ 2,330.00	\$ 26,472.00	48.42%	\$ -	\$ 235.00	\$ 352.50	\$ 352.50
Owner Pickup.....	\$ 8,062.00	\$ 295.00	\$ 4,165.00	51.66%	\$ -	\$ 145.00	\$ 217.50	\$ 217.50
Bonds.....	\$ 1,930.00	\$ 1,095.00	\$ 2,865.00	148.45%	\$ -	\$ -	\$ -	\$ -
Vaccinations.....	\$ 15,486.00	\$ 230.00	\$ 6,936.00	44.79%	\$ 15.00	\$ 150.00	\$ 225.00	\$ 225.00
Euthanasia.....	\$ 22,710.00	\$ 1,644.00	\$ 14,237.50	62.69%	\$ 45.00	\$ 315.00	\$ 472.50	\$ 472.50
Microchip.....	\$ 15,393.00	\$ 885.00	\$ 8,415.00	54.67%	\$ 15.00	\$ 120.00	\$ 180.00	\$ 180.00
Vet Med Tests...	\$ 9,557.00	\$ 664.00	\$ 5,509.00	57.64%	\$ -	\$ 60.00	\$ 90.00	\$ 90.00
Vet Med Proc...	\$ 41,140.00	\$ 2,113.00	\$ 23,508.00	57.14%	\$ -	\$ 75.00	\$ 112.50	\$ 112.50
Late Penalties.....	\$ 238,140.00	\$ 16,472.00	\$ 135,382.00	56.85%	\$ 770.00	\$ 6,534.00	\$ 9,801.00	\$ 9,801.00
Processing/Misc.	\$ 120,145.00	\$ 7,426.50	\$ 55,492.59	46.19%	\$ 418.50	\$ 3,135.50	\$ 4,703.25	\$ 4,703.25
Fines (City)...	\$ 2,357.00	\$ 173.43	\$ 879.94	37.33%	\$ -	\$ -	\$ -	\$ -
Citations (Co)	\$ 8,940.00	\$ 335.00	\$ 2,643.55	29.57%	\$ -	\$ -	\$ -	\$ -
Lic. Donations					\$ (1,395.00)	\$ (5,229.00)	\$ (7,843.50)	
TOTAL OPER REV....	\$ 2,494,248.00	\$ 186,492.93	\$ 1,476,372.83	59.19%	\$ 7,428.50	\$ 68,577.50	\$ 95,022.75	\$ 102,866.25
OPER EXPENSES								
Administration..	\$ 1,016,142.00	\$ 66,569.24	\$ 570,616.23	56.16%	\$ 1,636.89	\$ 14,031.07	\$ 21,046.60	\$ 21,046.60
Licensing....	\$ 734,200.00	\$ 32,951.20	\$ 399,324.97	54.39%	\$ 1,697.44	\$ 20,570.76	\$ 30,856.13	\$ 28,334.14
Kennels.....	\$ 1,464,161.00	\$ 156,043.53	\$ 1,187,681.24	81.12%	\$ 1,780.12	\$ 13,548.85	\$ 20,323.27	\$ 46,041.27
Enforcement.....	\$ 2,792,149.00	\$ 176,067.88	\$ 1,562,115.59	55.95%	\$ 1,909.69	\$ 16,943.22	\$ 25,414.82	\$ 25,414.82
Ajo & Cruelty....	\$ 93,460.00	\$ 6,332.57	\$ 61,116.24	65.39%	\$ -	\$ -	\$ -	\$ -
Educ/Pub Rel....	\$ 71,748.00	\$ 6,025.41	\$ 48,709.45	67.89%	\$ -	\$ -	\$ -	\$ -
Spay/Neuter	\$ 1,050,083.00	\$ 85,612.71	\$ 629,778.40	59.97%	\$ 976.65	\$ 7,184.39	\$ 10,776.59	\$ 10,776.59
TOTAL OPER EXP.	\$ 7,221,943.00	\$ 529,602.54	\$ 4,459,342.12	61.75%	\$ 8,000.79	\$ 72,278.28	\$ 108,417.41	\$ 131,613.42



Town Council Regular Session

Item # 3.

Meeting Date: 07/02/2014

Requested by: Stacey Lemos

Submitted By: Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

AUTHORIZATION OF FUNDING FOR TOWN FACILITY SPACE NEEDS

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Staff recommends the purchase and installation of a triple-wide modular building (2,400 sq. ft. approx..) on vacant land between the Oro Valley Library and the Development and Infrastructure Services (DIS) building to accommodate space needs within Town operations, the planned on-site health clinic and a request from the Friends of the Oro Valley Library for additional book storage space. Please refer to Attachment A - Site Plan for building placement location.

The estimated budget for this project is \$270,000 and includes the purchase of a refurbished modular building, delivery, setup, exterior stuccoing, interior walls/improvements, site preparation and related utility connections. Funding for this project would come from the following sources:

SOURCE	AMOUNT
Friends of the Oro Valley Library Contribution	\$ 20,000
Library Impact Fees	\$ 20,000
Water Utility Fund	\$ 40,000
Benefit Self-Insurance Fund Reserves	\$ 60,000
General Fund Reserves	\$ 130,000
TOTAL FUNDING	\$ 270,000

BACKGROUND OR DETAILED INFORMATION:

The Friends of the Oro Valley Library recently approached Town staff requesting additional book storage space with a proposal to locate a Tuff-shed type of building at Naranja Park. Staff expressed concerns about safety and distance from the library with that location and offered to look at other options.

Additionally, there has been a growing need within Town operations for additional space to accommodate Town staff and plans/documents storage needs in the DIS Department and storage needs in the Water Utility Department. In summary, the DIS building is overcrowded, placing over 7,400sf of use in under 4,700sf of usable space. Within the attached Space Needs Evaluation (Please refer to Attachment B - 2014 DIS Space Needs Evaluation), current staffing and operations was compared to

standard space requirements as set within the 2006 Town Space Needs Study. Because of the reorganization of Planning, Building Safety and Public Works Departments into the current DIS Department, the original 2006 study is not truly applicable outside of the industry accepted space requirements per position and function.

And finally, adequate space with appropriate privacy is needed to locate the Town's on-site health clinic that is expected to open to employees and their dependents in January 2015.

As a solution, staff is proposing to acquire a refurbished triple-wide modular building to accommodate these needs in one location at the Town Hall campus adjacent to the DIS building. The modular would consist of a floor plan to include a waiting area, exam room, restroom and storage space to accommodate the on-site health clinic, plus two additional office spaces with separate exterior entries for the Friends of the Oro Valley Library book storage area, and for Town staff and storage needs.

It is not anticipated that the uses proposed for this modular will generate a significant increase in new traffic to the Town Hall campus; therefore, existing parking capacity should be sufficient to handle visitors/users of this building. This site also has the capacity for construction of additional office space, if needed, in the future. With this project, the necessary utility infrastructure would be installed now to support possible future expansion.

A refurbished modular is being considered to save on costs; however, this unit will include enhanced insulation to soundproof the walls to ensure patient confidentiality in the health clinic area. Additionally, this unit will be ground-set, stuccoed and painted to fit in aesthetically with the surrounding buildings at the Town Hall campus.

If the funding authorization is approved this evening, the project would begin immediately in order to have the building in place and operational by early January 2015.

FISCAL IMPACT:

The estimated budget for this project is \$270,000 and is proposed to be funded from the various sources outlined in the Executive Summary above. The Friends of the Oro Valley Library have offered to contribute \$20,000 for their storage space, and the use of \$20,000 in Town library impact fees (current estimated balance \$115,000) is also recommended to fund this portion of the building and setup. The Water Utility reserves in the amount of \$40,000 (current estimated balance \$14 million) are recommended to fund a portion of the health clinic in recognition of the fact that Water Utility employees will be able to use the clinic, as well as the Water Utility's storage needs that will be accommodated by this space. The balance of the health clinic portion of the building costs would be funded with reserves from the Benefit Self-Insurance Fund in the amount of \$60,000 (current estimated balance \$658,000). Finally, the remainder of the funds are recommended to come from the General Fund Reserves in the amount of \$130,000 (current estimated balance \$14 million) for the portion of the space dedicated to DIS staff and storage needs.

SUGGESTED MOTION:

I MOVE to approve funding in the amount of \$270,000 from the sources outlined herein to purchase and install a modular building at the Town Hall campus to address facility space needs.

or

I MOVE to...

Attachments

Attachment A - Site Plan

Attachment B - 2014 DIS Space Needs Evaluation



**TRIPLE WIDE BUILDING
SITE PLAN**

SCALE: 1"=30'



2014 DIS Space Needs Evaluation

A	B	C	D	E	F	G	H
Staff Member	Actual Position	Existing Area (sf)	2006 Standard Area (sf) Per Space Needs Study	Position in Space Needs Study	Page Reference	Can Area Be Adjusted	Notes
Aimee R	DIS Asst Director	198	180	Town Engineer	Tab 4: p41 of 63	no	Equivalent to Public Works Director - or now DIS Assistant Director in current org.
Dave W	Building Plans Exam II	136	120	BS Plans Examiner	Tab 4: p7 of 63	no	
Patty H	Sr. Planning Tech	125	160	Planner	Tab 4: p7 of 63	no	Patty Functions as a Planner I as well as a Zoning Plan reviewer for Permitting
Bayer V	Cons & Sust Administrator	125	120	Principal Planner	Tab 4: p7 of 63	no	No Match within the organization in 2006, so reverting to Bayer's position in 2006
Mike V	Sr. Civil Engineer Tech	126	192	Civil Engineering Tech.	Tab 4: p41 of 63	no	
Paul K	DIS Director/Town Eng	197	180	Community Dev Director	Tab 4: p7 of 63	no	Closest match. No DIS in 2006.
Fritz L	Stormwater Civil Eng	124	120	Civil Engineering Tech.	Tab 4: p41 of 63	no	
Cheryl H	Senior Civil Engineer	126	240	Senior Civil Engineer	Tab 4: p41 of 63	no	
Jose R	Engineering Division Mgr	126	150	Engineering Division Mgr	Tab 4: p41 of 63	no	
Chuck K	I & C Comp Mgr/ Build Official	142	150	Building Official	Tab 4: p7 of 63	no	
Lynn G	Admin Coordinator	142	80	CD Secretary	Tab 4: p7 of 63	no	Contract Coordinator and direct Administration Assistant to Director - same position
Matt M	Sr. Planner	140	200	Senior Planner	Tab 4: p7 of 63	no	
TBA	Planning Div. Mgr	197	150	P&Z Administrator	Tab 4: p7 of 63	no	
Chad D	Principal Planner	126	120	Principal Planner	Tab 4: p7 of 63	no	
Marvin M	Eng Design Reviewer	126	120	Eng Design Reviewer	Tab 4: p41 of 63	no	
Harriet H	Build Plans Exam I	125	120	BS Plans Examiner	Tab 4: p7 of 63	no	
David L	Permit Div Mgr	136	150	Development Review Mgr	Tab 4: p41 of 63	no	Permit Div Mgr was created from the Development Review Mgr position
Phil O	Build Plans Exam II	128	120	BS Plans Examiner	Tab 4: p7 of 63	no	
Jennifer G	Permit Tech	48	96	BS Development Tech	Tab 4: p7 of 63	yes	Same Position in DIS Department organization
Charlene S	Permit Tech	48	96	BS Development Tech	Tab 4: p7 of 63	yes	Same Position in DIS Department organization
TBA	Development Tech	48	96	BS Development Tech	Tab 4: p7 of 63	yes	Same Position in DIS Department organization
Chris K	GRFD Plans Examiner	64	120	Fire Marshall	Tab 4: p7 of 63	yes	Same Position in DIS Department organization
Josh P	Senior Civil Engineer	95	240	Senior Civil Engineer	Tab 4: p41 of 63	yes	
Mark N	Civil Engineer Designer	64	120	Senior Civil Eng Tech	Tab 4: p41 of 63	yes	Similar Position
Mike S	Senior Planner	72	200	Senior Planner	Tab 4: p7 of 63	yes	
Rosevelt A	Planner	72	160	Planner	Tab 4: p7 of 63	yes	
Intern Cube	Planning Interns	64	64	Planning Technician	Tab 4: p7 of 63	yes	Similar Position
Elisa H	GP Senior Planner	64	200	Senior Planner	Tab 4: p7 of 63	yes	
Jonathan L	Building Inspector	56	64	Building Inspector	Tab 4: p7 of 63	yes	
Tim M	Building Inspector	78.75	64	Building Inspector	Tab 4: p7 of 63	yes	
Erik M	Building Inspector	78.75	64	Building Inspector	Tab 4: p7 of 63	yes	
Mark T	Building Inspector	78.75	64	Building Inspector	Tab 4: p7 of 63	yes	
Steve C	Building Inspector	78.75	64	Building Inspector	Tab 4: p7 of 63	yes	
David J	Code Compliance Specialist	56	120	Senior Zoning Inspector	Tab 4: p7 of 63	yes	Same Position in DIS Department organization
Carol M	GP Office Asst	64	64	P&Z Office Specialist	Tab 4: p7 of 63	yes	
Patty M	Office Specialist	64	80	Office Assistant (P/T)	Tab 4: p41 of 63	yes	
Kimberly K	Senior Office Asst	64	64	P&Z Office Specialist	Tab 4: p7 of 63	yes	
Rosanne F	Senior Office Specialist	64	64	P&Z Office Specialist	Tab 4: p7 of 63	yes	
Total Staff Area Only		3867	4776				
Common Work Area		314	314	Plot/Work Room	Tab 4: p7 of 63	no	Common DIS Building Plot & Copy Room
Storage Needs		506	1800	Community Development	Tab 4: p7 of 63	some	Includes Book, Plan Case/Permit Files and Archived Projects
			530	Public Works	Tab 4: p41 of 63	yes	Record Copies of Finished Projects, Archived Project Plans & Active Project Plans
Total Usable Area (Staff + Common + Storage)		4687	7420				

Town of Oro Valley
2006 Space Needs Study Overview Sheet

Employee Projected Growth: Community Development*															
Position	2006 Per Actual		2006 Per Standard		2007		2011		2016		2021		2026		Office Level
	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	
Community Dev. Director	1	197	1	180	1	180	1	180	1	180	1	180	1	180	B
CD Secretary	1	140	1	80	1	80	1	80	1	80	1	80	1	80	E
P & Z Administrator	1	126	1	150	1	150	1	150	1	150	1	150	1	150	D
Senior Zoning Inspector	1	126	1	120	1	120	1	120	1	120	2	240	2	240	D
Zoning Inspector	1	56	1	80	1	80	2	160	2	160	2	160	2	160	E
P & Z Office Specialist	1	64	1	64	1	64	1	64	1	64	2	128	2	128	F
P & Z Office Assistant	0	0	0	0	0.5	64	1	64	1	64	2	128	2	128	F
Zoning Dev. Coordinator	2	156	2	160	2	160	2	160	2	160	3	240	3	240	E
Principal Planner	1	126	1	120	1	120	1	120	1	120	2	240	2	240	D
Senior Planner	2	144	2	200	3	300	2	200	2	200	3	300	3	300	E+
Planner	2	128	2	160	2	160	2	160	2	160	3	240	3	240	E
Zoning Inspection Tech	1	78	1	64	1	64	1	64	1	64	2	128	3	192	F
Planning Technician	1	78	1	64	2	128	1	64	1	64	2	128	2	128	F
Building Official	1	136	1	150	1	150	1	150	1	150	2	300	2	300	C
Assistant Building Official	1	142	1	150	1	150	1	150	1	150	1	150	1	150	C
BS-Senior Plans Examiner	0	0	0	0	1	120	1	120	2	240	2	240	2	240	D
BS-Plans Examiner	4	334	4	480	4	480	5	600	6	720	6	720	6	720	D
BS-Sr. Development Tech	1	48	1	48	1	48	1	48	1	48	2	96	2	96	F
BS-Development Tech	2	96	2	96	3	144	3	144	3	144	4	192	4	192	F
Chief Building Inspector	1	267	1	150	1	150	1	150	1	150	1	150	1	150	C
Building Inspector	6	906	6	384	6	384	7	448	8	512	8	512	9	576	F
Fire Marshal**	1	102	1	120	1	120	1	120	1	120	1	120	1	120	D
TOTALS:	32	3450	32	3020	36.5	3416	38	3516	41	3820	53	4822	55	4950	

*Department Staffing affected by annexations - see annexation information for these projections

** Golden Ranch Fire District Employee

Storage Needs: Community Development														
Description	2006		2006 Per Standard		2007		2011		2016		2021		2026	
	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area
Building Inspectors Book Storage	0	0	1	200	1	200	1	200	1	200	1	300	1	300
P&Z Reference Book storage	0	0	1	100	1	100	1	100	1	150	1	200	1	250
Plan Storage - Current Projects	1	100*	1	400	1	400	1	400	1	500	1	600	1	700
High Density Filing - Planning Cases/Permits	1	314	1	500	1	500	1	500	1	500	1	600	1	600
Plan Storage nodes throughout work areas	0	0	0	0	0	0	5	300	6	360	7	420	8	480
Archived Projects (Records Room)	1	600	1	600	**									
TOTALS:	3	914	5	1800	4	1200	9	1500	10	1710	11	2120	12	2330

* Currently in lunchroom

** Moved to off-site storage. See next page.

Department Use Needs: Community Development														
Description	2006		2006 Per Standard		2007		2011		2016		2021		2026	
	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area
Public Lobby/ Front Desk	1	611	1	611	1	611	1	611	1	611	1	611	1	611
Plot/Work Room	1	314	1	314	1	314	1	314	1	314	1	314	1	314
Planning Breakout Rooms	0	0	2	240	2	240	2	240	2	240	2	240	2	240
TOTALS:	2	925	4	1165	4	1165	4	1165	4	1165	4	1165	4	1165

Town of Oro Valley
2006 Space Needs Study Overview Sheet

Employee Projected Growth: Public Works*															
Position	2006 Actual		2006 Per Standard		2007		2011		2016		2021		2026		Office Level
	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	
DEVELOPMENT SERVICES BUILDING (Current)															
Admin.:															
Town Engineer	1	197	1	180	1	180	1	180	1	180	1	180	1	180	B
Assistant Town Engineer			0	0	0	0	1	150	1	150	1	150	1	150	C
Senior Office Assistant	1	64	1	64	1	64	2	128	2	128	3	192	3	192	F
Contract Coordinator	1	64	1	64	1	64	1	64	1	64	1	64	1	64	F
Development:															
Development Review Mgr.	1	124	1	150	1	150	1	150	1	150	1	150	1	150	C
Eng. Design Reviewer	1	126	1	120	1	120	2	240	3	360	3	360	3	360	D
Civil Engineer	1	125	1	120	1	120	1	120	2	240	2	240	2	240	D
Civil Engineering Tech.	3	192	3	192	3	192	3	192	4	256	4	256	4	256	F
Engineering:															
Senior Civil Eng. Tech.	1	126	1	120	1	120	2	240	3	360	3	360	3	360	D
Senior Civil Engineer (Also serves Development)	1	125	2	240	2	240	2	240	3	360	3	360	3	360	D
Eng. Division Manager	1	136	1	150	1	150	1	150	1	150	1	150	1	150	C
Engineering Designer	2	128	2	128	2	128	3	192	3	192	3	192	3	192	F
CALLE CONCORDIA PINK (Current)															
Operations:															
PW Roads/Drainage Spvr	1	42	1	150	1	150	1	150	1	150	1	150	1	150	C
Office Assistant (P/T)	1	80	1	80	1	80	1	80	1	80	1	80	1	80	E
CALLE CONCORDIA MOBILE OFFICE (Current)															
Operations:															
Operations Division Mgr.	1	115	1	150	1	150	1	150	1	150	1	150	1	150	C
Ops Division Civil Eng.	1	81	1	64	1	64	2	128	2	128	4	256	4	256	F
Traffic Engineer					1	120	1	120	1	120	1	120	1	120	D
Senior Traffic Signal Engineer Tech.					1	80	1	80	1	80	1	80	1	80	E
Traffic Signal Civil Eng. Tech.	1	81	1	64	2	128	3	192	3	192	4	256	4	256	F
Ops Senior Office Assistant	1	54	1	64	1	64	2	128	2	128	4	256	4	256	F
Stormwater Manager					1	120	1	120	1	120	1	120	1	120	D
Stormwater Civil Eng. Tech.	1	81	1	64	2	128	3	192	3	192	4	256	4	256	F
Pavement Data Manager					1	120	1	120	1	120	1	120	1	120	D
Pavement Technician					1.5	96	2	128	2	128	2	128	2	128	F
Engineering:															
Eng. Division Const. Mgr.	1	115	1	120	1	120	1	120	1	120	1	120	1	120	D
Construction Clerk	1	31	1	64	1	64	2	128	2	128	4	256	4	256	F
Inspection Civil Eng. Tech.	4	112	4	256	4	256	4	256	4	256	6	384	6	384	F
Senior Civil Eng. Tech.	1	81	1	64	1	64	2	128	2	128	4	256	4	256	F
Project Mgr/Civil Engineer	1	115	1	120	1	120	2	240	2	240	4	480	4	480	D
CALLE CONCORDIA MAINT. BLDG (Current)															
Operations:															
Street Superintendent	1	128	1	150	1	150	1	150	1	150	1	150	1	150	C
Traffic Signs Crew	6	150	6	180	9	270	12	360	12	360	24	720	24	720	G
Streets and Drainage Crew	9	150	9	270	12	360	18	540	18	540	36	1080	36	1080	G
TOTALS:	45	2823	46	3388	59.5	4232	81	5556	86	6100	131	8072	131	8072	

Storage Needs: Public Works														
Description	2006		2006 Per Standard		2007		2011		2016		2021		2026	
	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area	Quantity	Area
Record copies (mylars) of finished PW projects	1	80	1	80	**									
Archived project plans (records room)	1	200	1	200	**									
Active project plans	1	100	1	250	1	250	1	250	1	350	1	350	1	350
Public Works central material storage	1	200*	1	10000	1	10000	1	10000	1	10000	1	10000	1	10000
TOTALS:	4	380	4	10530	2	10250	1	10250	1	10350	1	10350	1	10350

* current related storage unit for traffic signals

**Moved to off-site storage. See below.



Town Council Regular Session

Item # **4.**

Meeting Date: 07/02/2014
Requested by: Paul Keesler
Submitted By: Paul Keesler, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING TEMPORARY SIGN RELIEF FOR BUSINESSES FRONTING ORACLE ROAD (SR-77) IMPACTED BY THE CURRENT STREET CONSTRUCTION PROJECT

RECOMMENDATION:

Staff recommends approval of a Council action relieving businesses fronting Oracle Road within the current construction zone (Tangerine Road north to the Town's limits) from the provisions of the Oro Valley Zoning Code, Chapter 28 - Signs, with the following conditions:

- Any sign utilized, must match the form, standards and construction type of temporary signs already offered in the Zoning Code.
- This sign relief will conclude upon completion of the construction project, which is estimated to be June 2016.
- The placement of all signs shall be on private property adjacent to the construction zone and not within the public right-of-way.
- No more than two signs will be allowed per business.

EXECUTIVE SUMMARY:

According to one of the businesses (Oro Valley Hospital on behalf of the Urgent Care) within the Oracle Road construction zone, construction activities have adversely affected their revenue. The lack of visibility and the periodic closing of driveway access points have affected the volume and frequency of public patronage. They attribute this downturn to the impact of the construction project.

Although staff and the contractor attempt to make as many accommodations as possible to lessen the impact of the street construction project, the activity, impediments to visibility and temporary driveway closures are inevitable. So to this end, these businesses are asking for additional signage to attract business.

BACKGROUND OR DETAILED INFORMATION:

The current Oracle Road construction project is expected to conclude in June 2016. During this time, due to the aggressive schedule, there have been an abundance of construction-related activities along the road such as utility relocation. These activities often require the closing of driveway entrances, stockpiling of dirt and placement of large equipment. All of these factors affect the visibility and ease of access to the adjacent businesses.

Staff has been contacted per a request for some type of economic relief from the construction for the businesses within the project zone, in the form of additional signage. The Zoning Code does not offer

effective signage solutions that could help these businesses increase their visibility to the traveling public along Oracle Road given the current state of construction. Either the signage is too small or cannot be placed effectively in order for the public to see beyond the construction activities.

This relief measure would enable businesses fronting the road within the confines of the street construction project, to utilize any temporary signage the Zoning Code offers. In particular, this relief will be in the form of not applying the specific use restrictions to all sign types offered in the Code. The businesses could utilize any of the approved sign types on private property within the construction zone. Some of these sign types are larger and taller than current permitted sign options. Staff recommends that these additional sign types be made available until June 30, 2016, at which point construction should be complete with only minor finishing activities remaining.

It is anticipated that businesses will most likely utilize the "New Business" banner allowance, which is the largest banner size that Code allows at 64 square feet. This particular banner can be hung on the wall of a building or it can be used as a freestanding banner if it is placed in a frame. A freestanding banner is allowed to be near the road, but must remain on the property where the business is located

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to grant temporary Zoning Code sign relief for businesses fronting Oracle Road within the current construction zone with the following restrictions:

- Any sign utilized, must match the form, standards and construction type of signs already offered in the Zoning Code.
- This sign relief will conclude on June 30, 2016.
- The placement of all signs shall be on private property adjacent to the construction zone and not within the public right-of-way.
- No more than two signs will be allowed per business.

or

I MOVE to continue to apply the current Zoning Code sign provisions and current sign relief measures in place to all businesses.
