

***AMENDED (9/2/14, 4:00 PM)**
AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
September 3, 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

INFORMATIONAL ITEMS

1. Councilmember Zinkin NLC Summer Policy Forum Trip Report
2. Councilmember Zinkin NLC University Annual Leadership Summit Trip Report
3. Letters of Appreciation for Oro Valley Police Department
4. Public Safety Providers Quarterly Reports

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

PRESENTATIONS

1. Proclamation - Celebration of Wilderness Month and the 50th anniversary of the Wilderness Act
2. Proclamation - National Preparedness Month

3. Presentation - Jae Dale, CEO of Oro Valley Hospital

CONSENT AGENDA
(Consideration and/or possible action)

- A. Minutes - July 2, 2014 Study/Regular Session
- B. Fiscal Year 2013/14 Financial Update Through June 2014 (Year-End)
- C. Visit Tucson Quarterly Report: April 1, 2014 - June 30, 2014
- D. Greater Oro Valley Chamber of Commerce Quarterly Report: April 1, 2014 - June 30, 2014
- E. Appointment to the Parks and Recreation Advisory Board (PRAB)
- F. Request for approval of a two year extension of the Miller Ranch Master Development Plan and Phase 1 and 2 Development Plan, located on the northwest corner of Tangerine Road and La Canada Drive
- G. Resolution No. (R)14-43, authorizing and approving an Intergovernmental Agreement (IGA) among the parties that form the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA), a law enforcement task force. CNA members include: Tucson Police Department, Arizona Department of Public Safety, University of Arizona Police Department, Oro Valley Police Department, Marana Police Department and Sahuarita Police Department
- H. ~~* Resolution No. (R)14-44, authorizing and approving a task force agreement between the Drug Enforcement Administration (DEA) and the Town of Oro Valley for the participation of two (2) Oro Valley police officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter Narcotics Alliance (CNA) Task Force (Removed from the agenda on 9/2/14 at 4:00 p.m.)~~
- I. Resolution No. (R)14-45, authorizing and approving Grant Contract No. 2015-405d--010 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding Impaired Driver/DUI Alcohol Enforcement overtime and employee-related expenses, as well as portable breath testing devices (PBTs)
- J. Resolution No. (R)14-46, authorizing and approving an Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for the Pima County Wireless Integrated Network (PCWIN) to reimburse the Town of Oro Valley for the purchase of a NICE Radio Logging Recorder Software License
- K. Resolution No. (R)14-47, authorizing and approving a task force agreement between the Drug Enforcement Administration (DEA) and the Town of Oro Valley for the participation of one (1) police officer in the Pima County HIDTA Investigative Task Force (PCHITF)
- L. Resolution No. (R)14-48, authorizing and approving an easement agreement between the Town of Oro Valley and Tucson Electric Power Company for the construction of the electric primary feeders used to power Naranja Park
- M. Resolution No. (R)14-49, declaring and adopting the results of the Oro Valley Primary Election held on August 26, 2014 (Updated on 9/2/14)

REGULAR AGENDA

1. PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 14 (PRIVATE CLUB) LIQUOR LICENSE FOR STONE CANYON CLUB LOCATED AT 14200 N. HOHOKAM VILLAGE PLACE
2. PUBLIC HEARING: ORDINANCE NO. (O)14-08, AMENDING THE TOHONO CHUL PARK ZONING (PLANNED AREA DEVELOPMENT) FOR FESTIVAL BANNER SIGNS, LOCATED AT THE NORTHEAST CORNER OF INA ROAD AND PASEO DEL NORTE
3. PUBLIC HEARING: ORDINANCE NO. (O)14-09, TUCSON KOI & WATER GARDENS REQUESTS A REZONING FOR APPROXIMATELY 2.8 ACRES LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY 1/4 MILE SOUTH OF MAGEE ROAD FROM R1-144 AND R-S TO C-N AND USE OF A MODIFIED REVIEW PROCESS AS ENABLED BY THE ENVIRONMENTALLY SENSITIVE LANDS SECTION OF THE ZONING CODE
4. PUBLIC HEARING: CONDITIONAL USE PERMIT FOR A PROPOSED RETAIL PLANT NURSERY, SHOWROOM AND SALES AREA FOR TUCSON KOI & WATER GARDENS LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY 1/4 MILE SOUTH OF MAGEE ROAD
5. PUBLIC HEARING: REQUEST FOR A REVISION TO AN APPROVED TENTATIVE DEVELOPMENT PLAN ASSOCIATED WITH A REZONING FROM R1-144 TO R1-10, FOR A 120-LOT SINGLE-FAMILY DEVELOPMENT ON APPROXIMATELY 45 ACRES LOCATED EAST OF IRONWOOD RIDGE HIGH SCHOOL, ON THE SOUTH SIDE OF NARANJA DRIVE AND A REQUEST TO UTILIZE THE MODIFIED REVIEW PROCESS ENABLED BY THE ENVIRONMENTALLY SENSITIVE LANDS (ESL) SECTION OF THE ZONING CODE
6. DISCUSSION AND POSSIBLE ADOPTION OF A TOWN COUNCIL CODE OF ETHICS

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: 8/27/14 at 5:00 p.m. by mrs

AMENDED AGENDA POSTED: 9/2/14 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: 09/03/2014

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Councilmember Zinkin NLC Summer Policy Forum Trip Report

Attachments

[Zinkin NLC Summer Policy Forum Trip Report - July 2014](#)



Office of the Town Council

Trip Report

Purpose: 2014 National League of Cities Summer Policy Forum

Date: July 24 - 26, 2014

Location: Saint Paul RiverCentre/Saint Paul Hotel
St. Paul, Minnesota

Attendees: Councilmember Mike Zinkin

Summary:

Over 150 mayors and council members gathered as part of the National League of Cities' annual summer policy forum to discuss a wide range of federal policy issues of significance to cities and towns. Participants met in individual steering committee meetings for educational sessions with policy experts and to formulate federal policy positions that will be considered by the membership at NLC's Congress of Cities in November. Councilmember Zinkin is a member of The Community & Economic Development Steering Committee, which is responsible for developing policy positions on issues involving housing, community and economic development, land use, recreation and parks, historic preservation, and international competitiveness.

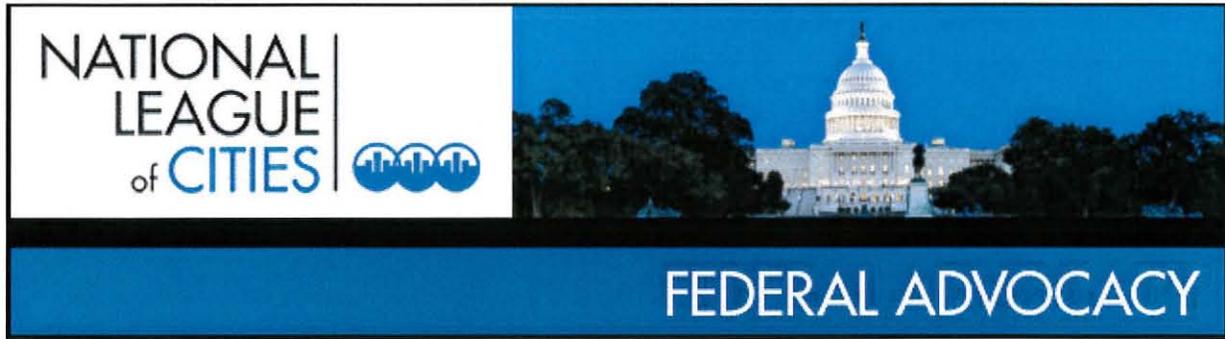
Highlights of the three-day forum included:

- A special strategy session on NLC's Policy Development Process.
- A presentation/discussion on building local capacity for community and economic development.
- A presentation/discussion on understanding HUD's proposed rule to affirmatively further fair housing.
- A session on advocacy strategy for NLC's legislative priorities during the August Congressional recess.

Conference schedule is attached.

Report submitted to the Town Clerk on July 29, 2014

Mike Zinkin
Councilmember



COMMUNITY AND ECONOMIC DEVELOPMENT
STEERING COMMITTEE

2014 SUMMER POLICY FORUM

Thursday, July 24 – Saturday, July 26, 2014

Meeting Site

The Saint Paul RiverCentre
Meeting Room 12
175 Kellogg Blvd W #501
Saint Paul, Minnesota 55102

The Honorable Michael Wojcik,
Vice Chair
Council Member
Rochester, Minnesota

The Honorable Lavonta Williams,
Chair
Council Member
Wichita, Kansas

The Honorable Craig
Thurmond, Vice Chair
Mayor
Broken Arrow, Oklahoma

NLC Staff
Michael Wallace
Program Director
(202) 626-3025
wollace@nlc.org

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE STEERING
MEETING AGENDA**

Vice Chair



Michael Wojcik
Council Member
Rochester, Minnesota

Chair



Lavonta Williams
Council Member
Wichita, Kansas

Vice Chair



Craig Thurmond
Mayor
Broken Arrow, Oklahoma

Board Liaison:

Murry Witcher, Alderman, North Little Rock, Arkansas

Steering Committee:

Gilbert Lopez, Vice Mayor, City of Coolidge, Arizona
Christian Price, Mayor, City of Maricopa, Arizona
Tom Reardon, Council Member, City of Sierra Vista, Arizona
Dave Richins, Council Member, City of Mesa, Arizona
Mike Zinkin, Council Member, Town of Oro Valley, Arizona
Jackie Crabtree, Mayor, City of Pea Ridge, Arkansas
Sherry Holliman, Council Member, City of Marion, Arkansas
Jill Dabbs, Mayor, City of Bryant, Arkansas
Frank Fogleman, Mayor, City of Marion, Arkansas
Neal Andrews, Council Member, City of Ventura, California
Suzanne Lee Chan, Councilmember, City of Fremont, California
Jeff Comerchero, Council Member, City of Temecula, California
Ronald Garcia, Council Member, City of Brea, California
Andy Melendrez, Council Member, City of Riverside, California
Curren Price, Council Member, City of Los Angeles, California
Bonnie Finley, Council Member, City of Longmont, Colorado
Phil Cernanec, Mayor, City of Littleton, Colorado
Hayward Benson, Vice Mayor, City of Lauderdale, Florida
Kenneth Ruffin, Council Member, City of Riverdale, Georgia
Tony Thomas, Chairman of Council, City of Savannah, Georgia
Vince Williams, Mayor, City of Union City, Georgia
John Ostenburg, Mayor, Village of Park Forest, Illinois
James Clendenin, Council Member, City of Wichita, Kansas
Laura McConwell, Mayor, City of Mission, Kansas
Marianne Butler, Council Member, Louisville-Jefferson County Metro Government, Kentucky

Donna Crary, Council Member, City of Laurel, Maryland
Johnie Higgs, Council Member, City of Seat Pleasant, Maryland
Emmett Jordan, Mayor, City of Greenbelt, Maryland
Henry Marraffa, Council Member, City of Gaithersburg, Maryland
Dennis Carlone, City of Cambridge, Massachusetts
Susan Rowe, Councilwoman, City of Wayne, Michigan
Janice Winfrey, City Clerk, City of Detroit, Michigan
Jeff Weisensel, Council Member, City of Rosemount, Minnesota
Tom Kuntz, Mayor, City of Owatonna, Minnesota
Johnny DuPree, Mayor, City of Hattiesburg, Mississippi
Brian Ramsey, Alderman, City of Ridgeland, Mississippi
Jim Glover, Council Mmember, City of Kansas City, Missouri
John Sharp, Council Member, City of Kansas City, Missouri
Scott Wagner, Councilman, City of Kansas City, Missouri
Gerri Schroder, Councilwoman, City of Henderson, Nevada
Ellen Polimeni, Mayor, City of Canandaigua, New York
David Howard, Council Member, City of Charlotte, North Carolina
Patricia Britt, Clerk of Council, City of Cleveland, Ohio
John Warren, Council President, Village of Oakwood, Ohio
Jim Fairchild, Council Member, City of Dallas, Oregon
Marian Tasco, Councilwoman, City of Philadelphia, Pennsylvania
C. Kim Bracey, Mayor, City of York, Pennsylvania
Robert Reeder, Council Member, City of Spartanburg, South Carolina
Jacobia Dowell, Council Member, City of Nashville-Davidson, Tennessee
Karen Johnson, Council Member, City of Nashville-Davidson, Tennessee
Ron Washington, Council Member, City of Murfreesboro, Tennessee
Rick Callahan, Council Member, City of Dallas, Texas
Philip Kingston, Council Member, City of Dallas, Texas
Maher Maso, Mayor, City of Frisco, Texas
Lana Wolff, Council Member, City of Arlington, Texas
Corey Rushton, Councilmember at Large, City of West Valley City, Utah
John Holman, Council Member, City of Auburn, Washington
Glenn Rogers, City Councilmember, City of Kenmore, Washington
Paul Thornton, Council Member , City of Vienna, West Virginia

Policy and Advocacy Committee:

Ben Reed, Council Member, City of Gadsden, Alabama
Thomas Moore, Council Member, City of Demopolis, Alabama
Gary Hammon, Council Member, City of Decatur, Alabama
Mark Wimpee, Council Member, City of Kingman, Arizona
Craig Barnes, Council Member, Town of Queen Creek, Arizona
Celia Barotz, Vice Mayor, City of Flagstaff, Arizona
Joe Smith, Mayor, City of North Little Rock, Arkansas
Thomas McCarthy, Council President, City of Bridgeport, Connecticut
Doug Tuttle, Council Member, City of Newark, Delaware
Hanifa Shabazz, Council Member, City of Wilmington, Delaware
Matthew Surrency, Vice Mayor, City of Hawthorne, Florida
Rusty Paul, Council Member, City of Sandy Springs, Georgia
Tony Thomas, Chairman of Council, City of Savannah, Georgia

Greg Goodnight, Mayor, City of Kokomo, Indiana
Matthew Goodman, Council Member, City of Ames, Iowa
David Cartmell, Mayor, City of Maysville, Kentucky
Gerald Raynor, Council Member, City of Seat Pleasant, Maryland
Elroy Brittingham, Vice-President, Town of Berlin, Maryland
Tito Jackson, Councillor, City of Boston, Massachusetts
Janice Winfrey, City Clerk, City of Detroit, Michigan
Patricia Lockwood, Council Member, City of Fenton, Michigan
Debbie Goettel, Mayor, City of Richfield, Minnesota
Rick Cannata, Mayor, City of Hibbing, Minnesota
Elizabeth Knight, Council Member, City of Brooklyn Park, Minnesota
Raenne Danielowski, Council Member, City of Big Lake, Minnesota
Dave Roeser, Councilmember, City of Lino Lakes, Minnesota
Sandra Means, Council Member; President Pro-Tem, City of Rochester, Minnesota
Aaron Wittnebel, Mayor, City of Lake Park, Minnesota
Terry Schneider, Mayor, City of Minnetonka, Minnesota
Amy Schmidt, Associate City Attorney, City of Bloomington, Minnesota
Jim Pepper, Council Member Ward 2, City of O'Fallon, Missouri
Mary Homan, Trustee, Village of Los Ranchos De Albuquerque, New Mexico
Ken Sanchez, Councillor, City of Albuquerque, New Mexico
Richard Cordova, Mayor, Village of Eagle Nest, New Mexico
Harold Troy, Mayor Pro Tem, City of Whiteville, North Carolina
Judy Blankenship, Councilmember, City of Huber Heights, Ohio
Terrell Pruitt, Council Member, City of Cleveland, Ohio
Edward Kraus, Council Member, City of Solon, Ohio
Ray Poland, Mayor, Town of Jones, Oklahoma
John Campbell, Treasurer, City of Harrisburg, Pennsylvania
William McLaughlin, Council President, Borough of Chambersburg, Pennsylvania
Edwin Pawlowski, Mayor, City of Allentown, Pennsylvania
Boyd Jones, Mayor Pro Tem, City of West Columbia, South Carolina
Ann Davis, Council Member, City of Athens, Tennessee
Douglas Athas, Mayor, City of Garland, Texas
Rebecca Viagran, Council Member District 3, City of San Antonio, Texas
W. Pate, Council Member, City of Beaumont, Texas
Jerry Davis, Council Member, City of Houston, Texas
Sharon Scott, Council Member, City of Newport News, Virginia

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE STEERING
MEETING AGENDA**

Thursday, July 24

12:00 p.m. – REGISTRATION
5:00 p.m. The Saint Paul Hotel, 350 Market Street
Promenade Foyer

**1:00 p.m. – SPECIAL STRATEGY SESSION: NLC’S POLICY DEVELOPMENT
4:00 p.m. PROCESS**
The Saint Paul Hotel, 350 Market Street
Promenade Ballroom

- **Elizabeth Bailey**
Principal, 2B Communications

NLC Governance Task Force work began in 2009 to review organizational structure and process, resulting in series of recommendations. That work, along with additional extensive research and discussion last year as part of our strategic plan development process, provide important insights as we take action to implement the Strategic Plan. In addition, NLC conducted a survey of Policy Committee members this month specifically around our policy development process – an area identified in both 2009 and in 2013 research as in need of improvement. In this session, those survey results will be presented to and discussed by the Policy Committee members and the NLC Board’s Policy and Legislative Committees Members.

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5:30 p.m. – NLC WELCOME RECEPTION
6:30 p.m. The Saint Paul Hotel, 350 Market Street
M Street Café

6:30 p.m. DINNER ON YOUR OWN

Please note that the Friday and Saturday portion of the Summer Policy Forum will take place at the Saint Paul RiverCentre, 175 West Kellogg Blvd.

Friday, July 25

7:30 a.m. – BREAKFAST
8:30 a.m. The Saint Paul RiverCentre, 175 Kellogg Blvd
Ballroom A\B

9:00 a.m. WELCOME AND INTRODUCTIONS
Meeting Room 12

- **The Honorable Lavonta Williams, Chair**

Council Chair, City of Wichita, Kansas

9:00 a.m. – 10:30 a.m. PRESENTATION AND DISCUSSION: Building Local Capacity for Community and Economic Development

- **Brooks Rainwater**
Director, City Solutions and Applied Research, National League of Cities, Washington, DC
- **Representatives**
AmeriCorps Vista Program
NLC Corporate Partners

City leaders seek to build and maintain quality of life in their communities. In the fields of housing, economic development, land use, and transportation, city officials have control of specific leverage points that help set the conditions for increasing equality. This session is for the committee to learn about programs and resources that help local officials grow capacity for successful community and economic development programs. Committee members may also share great programs, ideas, or experiences from their own cities.

10:45 a.m. – 12:00 p.m. PRESENTATION AND DISCUSSION: Understanding HUD’s Proposed Rule to Affirmatively Further Fair Housing

Meeting Room 12

- **Representatives**
Minnesota Housing Agencies

Last year, HUD issued a proposed regulation that clearly defined steps local and state governments that receive HUD funding must take to examine housing segregation based on race and show they are in line with the Fair Housing Act. The proposal includes a new planning process under which HUD grantees must use data provided by the federal government on segregation, racially concentrated areas of poverty, access to education, employment, transportation and environmental health to set housing and development priorities. Cities have split on the issue, with some in favor and some opposed. This discussion will bring in stakeholders to discuss how the rule may impact housing practices locally.
Additional information on the rule is on page 8 of this agenda.

12:00 p.m. – 1:00 p.m. LUNCH
Ballroom Concourse

1:00 p.m. – 2:00 p.m. JOINT SESSION: AUGUST RECESS ADVOCACY STRATEGY
Ballroom A/B

Moderator:

- **Angelina Panettieri**, *Senior Associate, Grassroots Advocacy, National League of Cities, Washington, DC*

With Congress in recess for the month of August, city officials will have an

opportunity to advocate at home for NLC's legislative priorities. In this session, all Steering Committee members will learn about NLC's August recess advocacy strategy and how you can be a part of advancing our legislative priorities with your House and Senate members.

Special Remarks:

- **Clarence Anthony**, *Executive Director, National League of Cities, Washington, DC*

2:30 p.m. – CED: REFINING YOUR ADVOCACY MESSAGE
3:00 p.m. *Meeting Room 12*

3:00 p.m. BREAK

3:15 p.m. *The CED Committee will meet at the Ballroom Concourse to walk to the Union Depot - 15 minutes from the Saint Paul RiverCentre.*

3:45 p.m. – JOINT TOUR: TRANSIT ORIENTED DEVELOPMENT AND MULTI-MODALISM IN SAINT PAUL (optional)
5:00 p.m. *Union Depot and Green Line Development*

- **Rafael Ortega**
Commissioner, Ramsey County, Minnesota and Chair, Ramsey County Regional Rail Authority

Cities of all sizes are incorporating multi-modal transportation, mixed-income housing, and mixed-use in their planning and development. Often called “transit-oriented development” or “sustainable development,” these concepts have been successful in helping cities and towns stretch the value of scarce public dollars. The EENR, CED, FAIR and TIS Committees will hear from stakeholders in Saint Paul’s newest development during a walking tour of Union Depot. *An article on Union Depot is on pages 6-7 of this agenda.*

6:00 p.m. – NLC GROUP DINNER
8:30 p.m. *Science Museum of Minnesota
120 West Kellogg Blvd.*

Saturday, July 26

7:30 a.m. – BREAKFAST
8:30 a.m. *Saint Paul RiverCentre
Meeting Rooms 4-5-6*

9:00 a.m. – FEDERAL UPDATE
10:00 a.m. *Meeting Room 12*

- **Michael Wallace**
Program Director, Federal Advocacy, National League of Cities, Washington, DC

Committee members will hear an update on NLC's legislative priorities and issues before Congress and the Administration related to CED.

10:00 a.m. – NLC Policy and Resolutions

11:00 a.m. *Meeting Room 12*

- **Michael Wallace**
*Program Director, Federal Advocacy, National League of Cities,
Washington, DC*

The committee will propose and discuss changes to NLC's National Municipal Policy. A list of proposed topics will be provided to the committee.

11:00 a.m. – OTHER BUSINESS

12:00 p.m.

- **Michael Wallace**
*Program Director, Federal Advocacy, National League of Cities,
Washington, DC*

Committee members may bring up any other business before the committee, including logistics for CED's fall meeting. The Board's representatives to the CED Committee may also address the committee during this time.

12:00 p.m. ADJOURN

12:00 p.m. – LUNCH

1:30 p.m. *Ballroom Concourse*

Is the Twin Cities' New Light-Rail Line an Urban Planner's Dream?

Civic leaders in Minneapolis and St. Paul hope a new train will attract billions of dollars in economic growth.

By Sophie Quinton
National Journal, June 11, 2014

ST. PAUL, Minn.—Starting this Saturday, for the first time in generations, it'll be possible to ride a train from downtown St. Paul to downtown Minneapolis. Test trains are already gliding up and down the new light-rail line, which runs past the state Capitol, past immigrant-owned businesses and vacant lots along University Avenue, and through the University of Minnesota campus.

The Green Line, also known as the Central Corridor, has been over 30 years in the making. The mayors of the Twin Cities hope the nearly \$1 billion project will attract many billions more in private development and lure residents and businesses to the region's urban core. They want to prove that transit can be about growing neighborhoods, not just speeding commuters past them.

“Central Corridor is going to prove that public investment attracts private investment. It already has,” Peter Wagenius, Minneapolis Mayor Betsy Hodges’s policy director, told transit advocates gathered at a Minneapolis craft-beer bar last week. According to the Metropolitan Council, the regional planning agency, developers, and contractors have already spent \$2.5 billion in construction and redevelopment projects over the past five years within a half-mile of the new line.

From the beginning, civic leaders thought of this train as more than just an engineering project. That's why planners wanted the line to run through urban neighborhoods in the first place rather than along the highway. And because the train runs through several miles of low-income neighborhoods, the respective mayors were both focused on equitable growth. For the Green Line to really succeed, in the eyes of the two mayors, it will have to generate economic opportunity for the people already living along the line.

The Green Line will bring the region’s total number of rail transit lines to three. There’s a light-rail line connecting Minneapolis to its southern suburbs and the Mall of America that opened in 2004, and a commuter train connecting Minneapolis to its northern suburbs that opened in 2009. The region is planning an expansion of light rail and fast buses that will be focused more on downtown areas. The new line will be a leisurely, urban train with lots of local stops—not exactly the approach the sprawling Twin Cities have embraced before.

At the craft-beer bar, the first question from the audience was about speed. It'll take the Green Line almost hour to complete its 11-mile length, a journey that can take 20 minutes in a car. (The Metropolitan Council argues that most people aren't going to be riding the Green Line all the way from one city to another).

Wrangling over this line took years. State funding only came through after the 2007 collapse of the I-35 bridge, a tragedy that spurred lawmakers to increase funding for transportation infrastructure. The Legislature authorized the metropolitan area to raise taxes to pay for transit.

(A 0.25 percent sales tax across a five-county area paid for 30 percent of the Green Line's cost; federal grants paid for 50 percent; and other state and local sources covered the rest.)

From the beginning, civic leaders thought of this train as more than just an engineering project. That's why planners wanted the line to run through urban neighborhoods in the first place—rather than along the highway. And because the train runs through several miles of low-income neighborhoods, the respective mayors were focused on equitable growth.

Still, some longtime residents in those communities were skeptical. They remember the chaos caused by construction of Interstate 94, which ripped Rondo, a historically African-American neighborhood, in two. "Once that community was destroyed, disrupted, folks displaced, houses torn down, businesses dissolved—that community never really recovered," says Nieeta Presley, head of the Aurora St. Anthony Neighborhood Development Corporation, a community development agency.

Initial plans for the Green Line didn't include stations for three low-income St. Paul neighborhoods dependent on transit. ASANDC joined some 20 other groups to lobby for their addition. It took time, but advocates found supporters all the way from City Hall to the Department of Transportation; in 2010, the federal agency changed its funding rules to allow for the extra stops.

Twelve local and national foundations also had formed the Central Corridor Funders Collaborative. To date, the group has spent \$10 million on convening civic leaders and funding their strategies for supporting people and businesses along the corridor. One example: the creation of a forgivable loan fund to help fragile small businesses survive the line's construction. CCFC, the city of St. Paul, and the Metropolitan Council made more than \$3.5 million in loans to more than 200 small businesses. In the end, more businesses opened than closed during the construction period.

CCFC has also worked to make it easier for developers to start affordable-housing development along the line, and to connect students living along the line to internships. Presley is cautiously optimistic that with so much planning, the train will benefit—rather than disrupt or displace—Rondo and neighborhoods like it. "I feel we're somewhat ahead of the curve," she says.

If civic leaders can nudge investment along the Green Line in the direction of shared prosperity, rather than gentrification, they really will be able to point to the project as a singular success for urban transportation.

Article (and a video) online at: <http://www.nationaljournal.com/next-economy/america-360/is-the-twin-cities-new-light-rail-line-an-urban-planner-s-dream-20140611>

HUD's Notice of Proposed Rulemaking on Affirmatively Furthering Fair Housing

Local governments and States that receive Community Development Block Grants (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grants (ESG), and Housing Opportunities for Persons With AIDS (HOPWA), as well as public housing agencies (PHAs) are required to affirmatively further the purposes of the Fair Housing Act. To better facilitate this obligation, as well as address issues raised by the Government Accountability Office, HUD proposes an improved structure and process whereby HUD would provide these program participants with guidance, data, and an assessment template from which they would complete an assessment of fair housing (the AFH). This assessment would then link to Consolidated Plans, PHA Plans, and Capital Fund Plans, meaningfully informing resulting investments and related policies to affirmatively further fair housing.

The AFH focuses program participants' analysis on four primary goals: improving integrated living patterns and overcoming historic patterns of segregation; reducing racial and ethnic concentrations of poverty; reducing disparities by race, color, religion, sex, familial status, national origin, or disability in access to community assets such as education, transit access, and employment, as well as exposure to environmental health hazards and other stressors that harm a person's quality of life; and responding to disproportionate housing needs by protected class. HUD would provide all program participants with nationally uniform data on these four areas of focus as well as outstanding discrimination findings. Once program participants have analyzed the HUD data, as well as local or regional information they choose to add, they would identify the primary determinants influencing fair housing conditions, prioritize addressing these conditions, and set one or more goals for mitigating or addressing their determinants.

The proposed rule encourages local governments, States, and PHAs to work together on the AFH, and also facilitates regional AFHs that cover regions that need not be contiguous and may even cross state boundaries. The AFH would also reflect substantial public input through community participation and stakeholder consultation.

Once program participants have completed the AFH, they would submit the AFH to HUD on the same cycle as they complete their Consolidated Plan or, for PHAs, either on a similar timetable (if the AFH is completed collaboratively with the relevant jurisdiction) or annually. Program participants would submit their initial AFH at least 270 days before the start of the program year, a time frame that would be shortened to at least 195 days for subsequent AFHs. HUD may return the AFH, or a portion of the assessment, if it violates fair housing or civil rights laws or is substantially incomplete, which includes priorities or goals that are materially inconsistent with the data provided by HUD. The AFH would be deemed accepted 60 calendar days after the date that HUD receives the AFH, unless before that date HUD provides notification that HUD does not accept the AFH, the reasons why HUD has not accepted the AFH, and the actions that the jurisdiction may take to address these reasons.

Once HUD accepts the AFH, program participants will incorporate the AFH findings into subsequent plans. The Con Plan would describe how the priorities and specific objectives of the jurisdiction would affirmatively further fair housing by setting forth strategies and actions consistent with the goals and other elements identified in the AFH, and the annual Action Plan would specify actions to be taken during the next year that address fair housing issues identified in the AFH. Similarly, PHAs would indicate how they would address fair housing issues and determinants in its programs that reflect the AFH. HUD has published an in-depth [User Friendly Guide](http://www.huduser.org/portal/publications/pdf/affht_userFriendlyGuide.pdf) at: http://www.huduser.org/portal/publications/pdf/affht_userFriendlyGuide.pdf

THE ART OF ADVOCACY



TOP TIPS FOR ADVOCATES

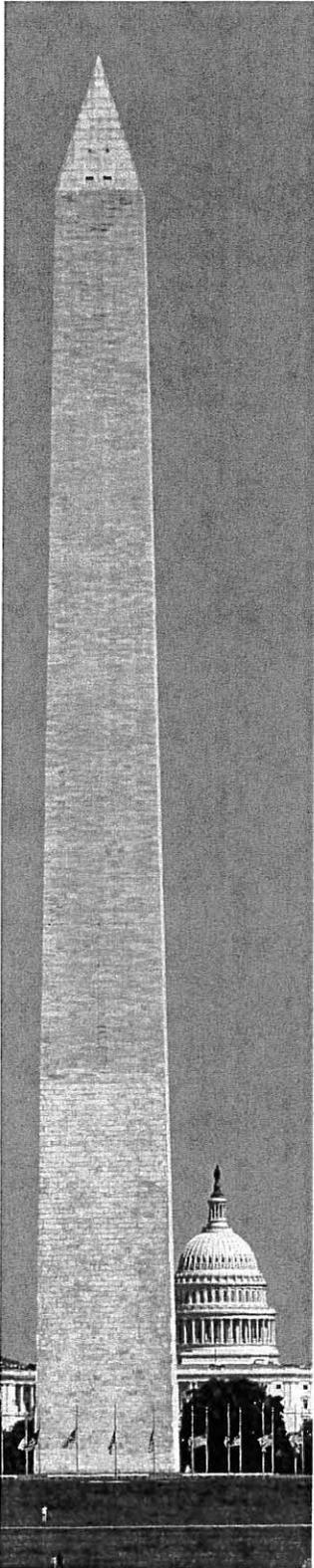
1. **All Politics Is Local.** You serve the same constituents as your legislators, and they want to know about the local impact of federal or state policy. You have influence as a representative of your city.
2. **Set Goals for Your Advocacy.** You have many demands on your time as a city leader. Setting “S.M.A.R.T.” (Specific, Measurable, Attainable, Realistic, and Timely) goals for your advocacy work helps keep you focused, efficient, and effective.
3. **Advocacy Comes in Many Forms.** Think outside the DC or state capital meeting. Connect with your legislators through local events, tours of city sites, publications in local media, and even social media outreach.
4. **Know Your Audience.** Research your legislators – and key staff members – to understand their backgrounds, positions on issues, and committee roles to better influence their decisions.
5. **Don’t Give Up.** The policy making process can often take a very long time, stretching across years. Good advocates are persistent, and don’t get discouraged by setbacks or delays.

CONTACT NLC’S FEDERAL ADVOCACY STAFF

Carolyn Coleman
Director,
Federal Advocacy
(202) 626-3023
Coleman@nlc.org

Angelina Panettieri
Senior Associate,
Grassroots Advocacy
(202) 626-3196
Panettieri@nlc.org

NATIONAL
LEAGUE
of CITIES 



HOW TO HAVE A GREAT ADVOCACY MEETING

Meetings with your legislators can be a highly effective advocacy tool. However, a meeting can do more harm than good unless you observe the “five P’s” for a good advocacy meeting:

- Be prepared. Do some background research on your legislator before you get there, and be familiar with the policy process, your message, and talking points for your “ask.”
- Be punctual. Give yourself enough time to get to your meeting ten minutes early, and call if you will be late.
- Be polite. Even if you disagree, treat your legislator (and their staff) as you would like to be treated.
- Be personal. Your legislator wants to talk to you because you represent your community’s interests. Make sure you relate your policy issue to the impact on your city’s residents.
- Be persistent. After your meeting is over, you still have work to do. Follow up with a thank you note, and keep in touch with relevant staff members to provide updates on your issue of concern periodically.

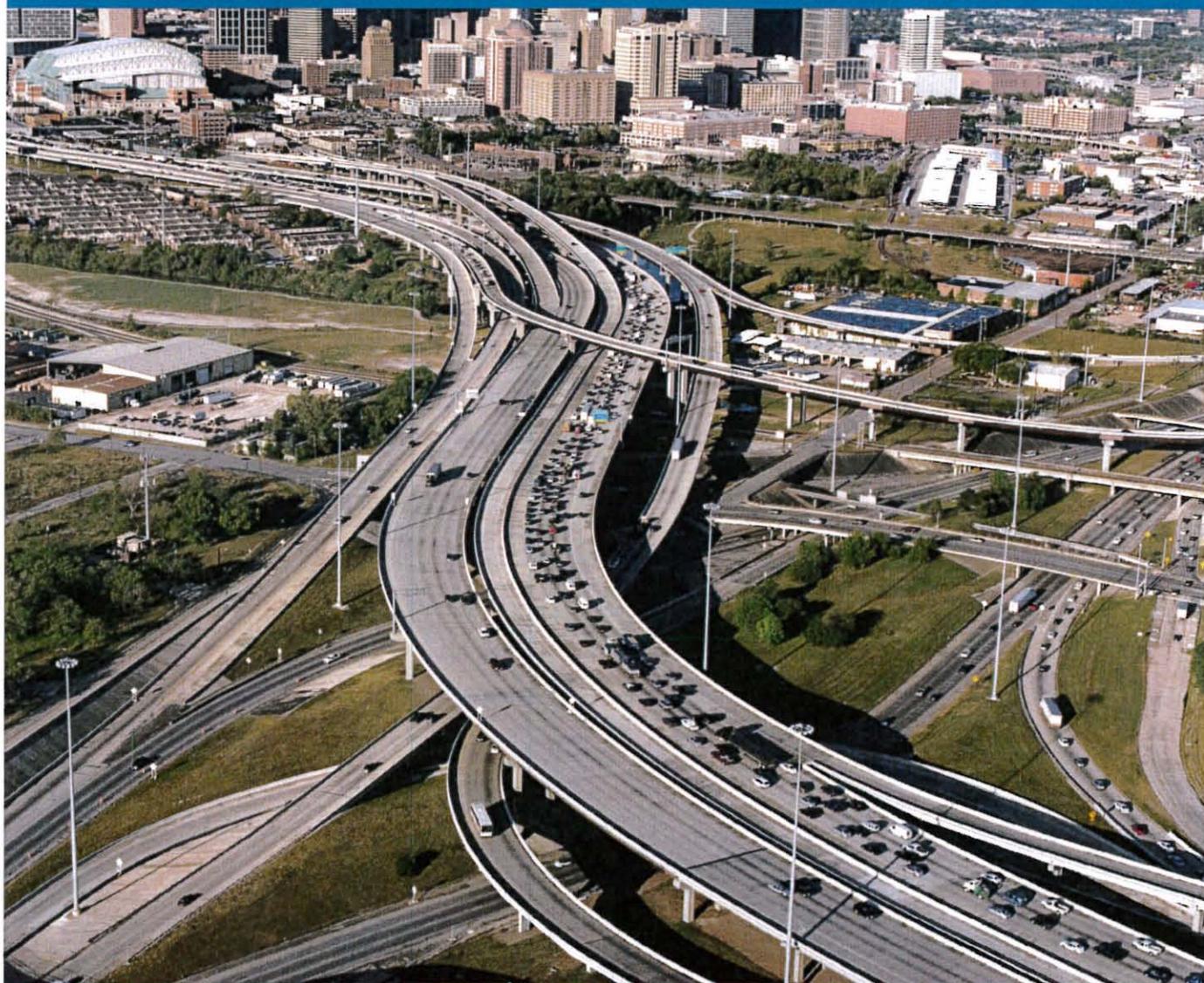
NLC RESOURCES

NLC is here to help your advocacy go farther. Use these resources as part of your advocacy work:

- NLC Staff can answer questions, help you find information, and connect you with other city leaders.
- NLC University offers courses on the skills you need to be an effective city leader, including advocacy skills. Learn more at <http://www.nlc.org/university>.
- NLC’s website hosts background information on legislative priorities, talking points, and material you can share with your legislators: <http://www.nlc.org/advocacy>.

NATIONAL LEAGUE of CITIES | ISSUE BRIEF

INVEST IN LOCAL TRANSPORTATION PRIORITIES



NLC urges Congress to authorize a new, long-term multi-modal federal surface transportation program that supports the central role of transportation to metropolitan and regional economies and puts local voices at the forefront of transportation policy, funding and programs.



REQUEST FOR CONGRESS AND THE ADMINISTRATION

- **Authorize a new, comprehensive federal surface transportation program** that acknowledges the central role of transportation to metropolitan and regional economies, includes the local voice in planning and project selection, and allows local involvement in choosing the best mix of transportation options to fit regional needs.
- **Provide full funding for federal transportation programs and initiatives** that support bridges, roads, highways, transit, and passenger rail, and give priority to projects that promote long-term mobility options, protect the environment, create jobs, and support economic growth.

BACKGROUND

The current federal surface transportation program authorization, *Moving Ahead for Progress in the 21st Century (MAP-21)*, signed in 2012, funds highway, transit, and other surface transportation programs through the end of FY2014. However, the law did not address long-term funding challenges facing federal surface transportation funding. **The Highway Account of the Highway Trust Fund is expected to encounter a shortfall before the end of FY2014**, coinciding with the expiration of the current transportation spending program.

Any delay in solving the funding shortfall will be harmful to local economies. The time has come for Congress and the Administration to authorize a new, lasting transportation plan that includes local decision making authority, invests in long term equitable transportation solutions, supports sustainable multimodal choices, and maintains a strong federal role.

The federal government must continue its role in shaping the nation's transportation goals and priorities. A national program needs focus on sustainable solutions to mobility and safety, maintain the national role as leader in data, adapting successful technological approaches, and promote innovative transportation solutions.

Investment in local infrastructure creates jobs and boosts local economies. With adequate funding and innovative financing solutions, local leaders can train and hire thousands of workers to carry out both immediate fixes and long-term road, bridge, transit, and rail projects. A comprehensive funding solution will allow local leaders to make the long-term investments and planning decisions their communities need.

www.nlc.org for additional resources





Town Council Regular Session

Item # 2.

Meeting Date: 09/03/2014

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Councilmember Zinkin NLC University Annual Leadership Summit Trip Report

Attachments

[Zinkin NLC University Annual Leadership Summit Trip Report 08-19-2014](#)



Office of the Town Council

Trip Report

Purpose: 2014 National League of Cities University Annual Leadership Summit

Date: August 13 - 16, 2014

Location: Hilton Santa Clara Hotel
Mountain View, CA

Attendees: Councilmember Mike Zinkin

Summary:

The National League of Cities' (NLC) University Annual Leadership Summit is the most in-depth exclusive personal leadership development workshop offered by the organization. Attendance is limited to 120 people in order for the participants to focus on their role as an agent of change and innovation in their communities. Councilmember Zinkin was selected to serve as a 2014 NLC University Leadership Fellow in November 2013.

Highlights of the three-day summit included:

- A personal leadership development session using the RAPID Innovation model
- Presentations on innovation in city government
- A presentation on supporting innovation in the local economy

Conference schedule is attached.

Report submitted to the Town Clerk on August 19, 2014



Mike Zinkin
Councilmember

TRIP REPORT SUPPLEMENT

One of the most useful tools one gets from attending forums like the Leadership Summit is the ideas that other communities already have in place that might work in Oro Valley.

There is a software program called Accela that is being utilized in Salt Lake City that streamlines the permitting process. Ralph Becker, Mayor of Salt Lake, told me that they had a multi-million development project go through the permitting process without anybody coming, in person, to their offices. The entire process was done through the computer. Salt Lake had to make some “tweaks” to the program to adapt it for their purposes, and Mayor Becker advised me that would assist Oro Valley in their local adaptation. I have advised Greg of this and am awaiting a response.

Oro Valley prides itself on its bike trails. We even have a “It’s In Our Nature” tee shirt advocating biking. There are communities that have a “Bike Share” program. Google has “Google bikes” that employees can ride around their campus. Oro Valley can easily identify locations along the CDO Trail where there is public access. At these locations we can provide bike racks with 5 – 10 bikes. These bikes would be painted a unique color, so they can be easily identified. People can pick-up and return these bikes at any location sited along the trail. This program can be used by our citizens, as well as our visitors. Just pick up a bike....ride the trail....and return it to one of the racks provided. Periodically, Staff would have to redistribute the bikes, depending how they are scattered about. This program is not very expensive and will provide a huge benefit to citizens and visitors, as well as the very positive publicity that it would create.

Want to see what others are doing? Try www.nationalresourcenetwork.org



2013 Officers

President
Marie Lopez Rogers
Mayor
Avondale, Arizona

First Vice President
Chris Coleman
Mayor
Saint Paul, Minnesota

Second Vice President
Ralph E. Becker
Mayor
Salt Lake City, Utah

Immediate Past President
Ted Ellis
Mayor
Bluffton, Indiana

Executive Director
Clarence E. Anthony

November 1st, 2013

The Honorable Michael Zinkin
Town Councilman
Oro Valley, Arizona

Dear Michael:

I am pleased to inform you that you have been selected to serve as a **2014 NLC University Leadership Fellow**. I am excited about the opportunity to have your expertise and commitment as part of the NLC family, and I look forward to working with you to shape the leadership development activities for our members this year.

I am looking to the Leadership Fellows to support the NLC University, and I have asked the following NLC members to serve as the leadership on the council:

- Chair, Rap Hankins, Vice Mayor, Trotwood, Ohio
- Vice Chair, Todd Kinsey, Councilmember, League City, Texas

Your appointment is contingent on your city's continued direct membership in the National League of Cities. Your term begins upon acceptance and lasts through the conclusion of the Congress of Cities & Exposition in Austin, Texas, in November 2014. My expectation of the Leadership Fellows program is to:

- Promote NLC University offerings.
- Cultivate leaders within the organization.
- Strengthen peer networking and support among leaders committed to professional development and lifelong learning.
- Increase connections to state municipal league educational programming.
- Field-test new educational platforms or learning models.
- Provide feedback on the overall program.

As a member of the Leadership Fellows, you are expected to gather annually immediately following the Leadership Luncheon during the NLC Congress of Cities. The Chair and Vice Chair will create short-term task forces as needed to achieve key goals. These work groups will meet during the two annual conferences, the Leadership Summit and/or by conference call.

NLC staff will send you detailed information about the upcoming Leadership Fellows meetings. Laura Lanford is the NLC staff liaison to the Fellows. She can be reached at (202) 626-3187 or by e-mail at Lanford@nlc.org.

My congratulations and best wishes to you for a very successful year.

Sincerely,

Christopher B. Coleman
First Vice President, National League of Cities
Mayor, St. Paul, Minnesota





★ 22ND ANNUAL LEADERSHIP SUMMIT ★

LEADING THROUGH INNOVATION

The Hilton Santa Clara Hotel; Mountain View, CA

August 13-16, 2014

Wednesday, August 13, 2014

- Summit Participants arrive at The Hilton Santa Clara Hotel*
- 9:00 am - 5:00 pm **Summit Registration** - The Hilton Santa Clara Hotel
- 1:00 pm - 5:00 pm **Opening Session** - The Hilton Santa Clara Hotel, Sierra Ballroom
- ★ **Welcome & Introductory Remarks** – Clarence Anthony, Executive Director, NLC
 - ★ **Personal Leadership Development: New Ways of Thinking for RAPID Innovation** – Patrick Ibarra, Mejorando Group
 - ★ **Innovation Spotlight** – Jose Cisneros, City of San Francisco
- 6:00 pm - 8:00 pm **Welcome Reception** - The Hilton Santa Clara Hotel, Lobby

Thursday, August 14, 2014

- 9:00 am - 5:00 pm **Summit Registration** - The Hilton Santa Clara Hotel
- 7:45 am **Breakfast** – The Hilton Santa Clara Hotel, Sierra Ballroom
- 8:30 am – 11:50 am **General Session** – The Hilton Santa Clara Hotel, Sierra Ballroom
- ★ **Innovation in City Government, Part I** – Stephen Goldsmith, Harvard Kennedy School, and Neil Kleiman, NYU Wagner Innovation Labs
- 12:00 noon – 1:20 pm **Lunch** – The Hilton Santa Clara Hotel, Sierra Ballroom
- ★ **Special Speakers** – Mayor Ralph Becker, Salt Lake City, UT, and Wendy Spencer, CEO, Corporation for National and Community Service
 - ★ **Special Presentation** – Seth Shostak, SETI
- 1:30 – 5:00 pm **General Session** – The Hilton Santa Clara Hotel, Sierra Ballroom
- ★ **Innovation in City Government, Part II** – Neil Kleiman, NYU Wagner Innovation Labs
- 6:00 pm – 9:00 pm **Reception** – Levi's Stadium, Home of the San Francisco 49ers

Friday, August 15, 2014

- 9:00 am - 5:00 pm **Summit Registration** - The Hilton Santa Clara Hotel
- 7:45 am **Breakfast** – The Hilton Santa Clara Hotel, Sierra Ballroom

- 8:30 am – 11:50 am **General Session** – The Hilton Santa Clara Hotel, Sierra Ballroom
★ **Supporting Innovation in the Local Economy** – Amy Holloway, Avalanche Consulting
- 12:00 noon – 1:20 pm **Lunch** – The Hilton Santa Clara Hotel, Sierra Ballroom
★ **Special Speakers** – Carl Guardino, The Silicon Valley Leadership Group
★ **Special Presentation** – LinkedIn
- 1:30 pm – 5:00 pm **Google Headquarters Tour and Reception** – Google campus, Mountain View, CA

Saturday, August 16, 2014

- 7:45 am – 9:30 am **Working Breakfast** – The Hilton Santa Clara Hotel, Sierra Ballroom
★ **Reflections and Action Agenda** – Patrick Ibarra, Mejorando Group
- 9:30 am **Leadership Summit program concludes**

IMPORTANT WEB LINKS

SUMMIT EVALUATION: <http://bit.ly/2014SummitEvaluation>

SUMMIT MATERIALS: <http://bit.ly/2014SummitMaterials>

CERTIFICATION PROFILE ERROR LOG: <http://bit.ly/CPERrors>



Town Council Regular Session

Item # 3.

Meeting Date: 09/03/2014

Submitted By: Catherine Hendrix, Police Department

Information

Subject

Letters of Appreciation for Oro Valley Police Department

Attachments

Letters of Appreciation

June 19, 2014

Oro Valley Police
Town of Oro Valley
11000 N. La Canada Drive
Oro Valley, AZ 85737

Re: incident on June 13, 2014

Dear Chief,

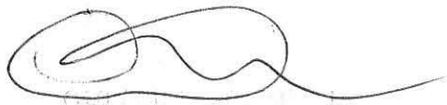
On June 13, 2014, one of my patients assaulted me while I was transporting him via ambulance to Oro Valley Hospital. Once we had arrived at the hospital, the patient grew even more combative, resulting in at least four of your officers, a S.W.A.T. officer, and hospital security helping the nurses keep the patient from hurting himself and others. Significant damage was done to the hospital room.

Shortly after this, Officer Hood called to confirm details of what the patient had done in the ambulance. After this, Officer Hood made sure that the patient went to a psychiatric facility that was able to help stabilize and treat the patient. Officer Hood even went so far as to make sure there was a bed available for this patient.

I realized that often, in situations like these, patients are transported to jail. However, this particular patient would have gotten much worse had he gone to jail. Officer Hood showed an extraordinary amount of compassion and patience, and took the extra effort to get the patient on the right road to recovery and treatment. I am confident that because of this officer, and those who helped that day in the emergency department, the patient will fare better than in the past.

Thank you for the ongoing professionalism, compassion, and even appropriate sense of humor of your officers, particularly this one. Oro Valley Police Department continues to make a positive difference for the community, and it does not go unnoticed.

Respectfully,



Anka Mischel, Paramedic
Rural/Metro Ambulance



Received by

JUN 23 2014



Oro Valley Police Dept.

July 1, 2014

Danny Sharp, Chief of Police
Oro Valley Police Department
Re: Case No.: [REDACTED]

Chief Sharp,

In late May, I contacted OVPD regarding a series of thefts from my home including jewelry, personal checks and a large quantity of frozen meat. Officer Tim Fletcher responded promptly to take the initial report, and did so thoroughly, patiently and courteously. Quite a pleasant experience, under the circumstances.

The case was assigned to Detective Mike Cruce, who contacted my wife and me soon after reviewing the case report and went right to work. Things began to happen on the following day. Suspects were identified and measures to locate/contact them were put in place. The next day, Mike called to say that the stolen jewelry (gold and gemstones) had been recovered at a local pawn shop.

In the early stages of his investigation, Mike acquired a video and photo evidence, the original forged/alterd checks, dates and times, thumbprints, etc. which absolutely identify three suspects, and which convinced our credit union to restore the amounts lost to these bogus checks in our account.

As this is written, two suspects have been arrested and others are being sought, thanks in large part to the dogged determination of Sgt. Andy Lopez and his C.A.T. Crew.

From the beginning, Mike stayed in touch with us as a courtesy to keep us informed and updated on the progress of the investigation, a gesture which we truly appreciate.

Please accept our heartfelt thanks for providing the quality of service represented by this experience, and extend our appreciation as well to Sgt. Dean Nesbitt, Det. Deren Jackson, and Officers Jeff Thomas and Chris McAlister, all of whom were very helpful to us.

Together, all of this paints a vivid picture of a PRIMO Police Department: Interest, Communication, Teamwork, Training, Experience, Pride, Leadership, Imagination, Willingness to get involved and a Desire to get things done. In a word. . .Professionalism.

As a 28-year police officer and a former police chief, I recognize the high caliber of service that OVPD has demonstrated here.

If you live in Oro Valley, being a victim is not as bad as it's cracked up to be!

Sincerely,

[REDACTED]



July 23, 2014

Zachary Young, Detective
Criminal Investigations Unit
Oro Valley Police Department
11000 N. La Canada Drive
Oro Valley, AZ 85737

RE: Counterfeiting Investigation

Dear Detective Young,

On behalf of the Georgetown Police Department and myself, I want to express our appreciation for all the assistance you provided on the counterfeiting investigation involving Victoria Flores and her associates. The information you supplied on the identification of Flores, the arrest information on her associates, and the vehicle information were vital in obtaining arrest warrants and hopefully leading to convictions. The information was also shared with Cedar Park PD and Manor PD to assist with their on-going criminal counterfeiting investigations against this same group. This is another positive example of what joint cooperation between law enforcement can accomplish.

I have enclosed a Georgetown Police Department challenge coin as a small token of our gratitude for all your help. If we can ever be of assistance to you or your department, please don't hesitate to call.

Sincerely,

Kirby Shoemake, Detective
Criminal Investigations Division
Georgetown Police Department
809 Martin Luther King, Jr., Street
Georgetown, TX 78626
512/930-8491 office
512/930-2591 fax
kirby.shoemake@georgetown.org

cc: Daniel G. Sharp, Chief of Police ✓
Oro Valley Police Department



Town Council Regular Session

Item # 4.

Meeting Date: 09/03/2014

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Public Safety Providers Quarterly Reports

Attachments

[Public Safety Providers Quarterly Reports - OVPD](#)

[Public Safety Providers Quarterly Reports - Fire](#)

ORO VALLEY POLICE DEPARTMENT POLICE ACTIVITY SUMMARY

2014	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Total Calls	8316	1423	1325	1402	1410	1432	1324						
Commercial Veh Enforcement	97	14	18	23	7	16	19						
Residential Burglaries	16	1	2	0	4	4	5						
Non-Residential Burglaries	7	0	2	0	2	2	1						
All Burglary Attempts	9	2	1	3	1	2	0						
Thefts	248	53	31	40	42	38	44						
Vehicle Thefts	9	2	3	3	0	0	1						
Recovered Stolen Vehicles	2	1	0	0	1	0	0						
Attempted Vehicle Thefts	0	0	0	0	0	0	0						
DUI	95	13	16	24	14	16	12						
Liquor Laws	16	3	6	4	1	1	1						
Drug Offenses	80	13	17	9	18	18	5						
Homicides	0	0	0	0	0	0	0						
Robbery	1	0	0	1	0	0	0						
Assault	50	5	8	7	12	10	8						
Total Arrests	856	125	167	139	146	133	146						
Assigned Cases	364	66	64	59	48	63	64						
Alarms (Residential)	385	55	49	64	65	73	79						
Alarms (Business)	220	33	21	29	42	44	51						
K9 Searches	200	22	25	21	52	60	20						
First Aid Calls	1337	217	204	233	243	247	193						
Fatal Accidents**	1	0	0	0	0	0	1						
Accidents**	288	49	50	50	50	48	41						
Citations (Traffic)*	1900	438	367	332	394	369	**						
Written Warnings/Repair Orders*	2725	508	732	396	464	625	**						
Public Assists***	432	78	81	66	78	77	52						
Reserve Man Hours	144	26	**	**	36	27	55						
Business Checks***	2883	577	425	363	444	658	416						
Drug Task Force Arrest	19	3	0	1	11	3	1						
CVAP Dark House Cks	5741	574	586	431	580	1748	1822						
CVAP Public Assists	286	52	28	45	67	58	36						
CVAP Total Hours	7319.5	1306.5	1238	1323.5	1236.5	1146	1069						

* Traffic data delayed 30 days due to data entry backlog; including the category "Written Warnings/Repair Orders".

** DUI Accidents are included in Fatal Accident and Accident totals.

***"Public Assists" numbers are separated from CVAP Public Assist numbers.

Disclaimer: Numbers may show slight fluctuations when compared to previously published reports because of changes in the case data within the system due to normal adjustments. The more recent case counts are the most likely to fluctuate. Although this data may change slightly, it is as accurate as it can be for the data collected during this time period.

	Second Quarter 2014		
	Apr-Jun 2012	Apr-Jun 2013	Apr-Jun 2014
Total Calls	4261	4149	4166
Commercial Veh Enforcement	38	49	42
Residential Burglaries	18	11	13
Non-Residential Burglaries	3	6	5
All Burglary Attempts	3	4	3
Thefts	139	147	124
Vehicle Thefts	13	4	1
Recovered Stolen Vehicles	1	1	1
Attempted Vehicle Thefts	1	0	0
DUI Arrests	57	28	42
Liquor Laws	10	9	3
Drug Offenses	31	23	41
Homicides	0	1	0
Robbery	0	1	0
Assault	37	33	30
Total Arrests	424	333	425
Assigned Cases	150	158	175
Alarms (Residential)	208	242	217
Alarms (Business)	143	121	137
K9 Searches	309	145	132
First Aid Calls	651	645	683
Fatal Accidents*	0	0	1
Accidents*	116	149	139
Citations (Traffic)**	1046	1275	**
Written Warnings/Repair Orders**	818	1254	**
Public Assists***	259	221	207
Reserve Man Hours	101	54	118
Business Checks***	2031	1549	1518
Drug Task Force Arrest	3	23	15
CVAP Dark House Cks	2830	2564	4150
CVAP Public Assists	323	184	161
CVAP Total Hours	3556.5	3370	3451.5

*"Fatal Accidents" & "Accidents" categories now include DUI-related fatal accidents & accidents. Numbers subject to fluctuate slightly due to reclassification.

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

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

ORO VALLEY POLICE DEPARTMENT MONTHLY BREAKDOWN OF CITATIONS BY VIOLATION

Citations 2014	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
TOWN CODE	115	28	24	15	21	27							
TITLE 28 VIOLATIONS													
SIZE, WEIGHT, LOAD	1	0	0	0	1	0							
INSURANCE VIOLATION	406	102	79	71	78	76							
REGISTRATION VIOLATION	182	39	40	46	23	34							
DRIVERS LICENSE VIOLATION	178	36	42	26	34	40							
DUI ARRESTS	83	13	16	24	14	16							
RECKLESS/AGGRESSIVE DRIVING	3	0	1	0	0	2							
SPEEDING	646	156	123	90	157	120							
LANE VIOLATIONS	88	20	10	20	17	21							
RED LIGHT	46	14	9	6	13	4							
STOP SIGN	24	5	0	5	8	6							
FAILURE TO YIELD	44	9	9	7	6	13							
SEATBELT VIOLATION	30	6	9	6	6	3							
CHILD RESTRAINT	1	0	1	0	0	0							
EQUIPMENT VIOLATIONS	31	5	3	9	3	11							
PARKING	5	0	0	1	2	2							
LITTERING	3	1	0	1	0	1							
OTHER CITATIONS	129	32	25	20	32	20							
Total Citations	1900	438	367	332	394	369		0	0	0	0	0	0

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

**DUIs are arrest counts, not citations counts*

ORO VALLEY POLICE DEPARTMENT

April through June 2014

Priority 1	# of calls	%
Total Response Time		
Goal: Total Response <5 minutes 90% of the time		
< 5 minutes	42	79%
> 5 minutes	11	21%
Total Calls	53	

Average Overall Response Time 3:40

Priority 2	# of calls	%
Total Response Time		
Goal: Total Response <8 minutes 90% of the time		
< 8 minutes	153	82%
> 8 minutes	34	18%
Total Calls	187	

Average Overall Response Time 5:11

Priority 3	# of calls	%
Total Response Time		
Goal: Total Response <15 minutes 90% of the time		
< 15 minutes	965	96%
> 15 minutes	37	4%
Total Calls	1002	

Average Overall Response Time 7:10

Priority 4	# of calls	%
Total Response Time		
Goal: Total Response <30 minutes 90% of the time		
< 30 minutes	2232	98%
> 30 minutes	34	2%
Total Calls	2266	

Average Overall Response Time 7:35

Golder Ranch Fire District - Oro Valley Call Summary Fourth Quarter FY 2013-2014 (April – June 2014)

Sun City Station 374	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	237	77%
Dispatch to At Scene <6:00 minutes -FIRE	0	
Average Dispatch to At Scene Time	4:24	

Woodburne Station 375	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	398	61%
Dispatch to At Scene <6:00 minutes -FIRE	0	
Average Dispatch to At Scene Time	4:57	

Lambert Station 376	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	171	58%
Dispatch to At Scene <6:00 minutes -FIRE	2	100%
Average Dispatch to At Scene Time	5:11	

Oracle Rd. Station 377	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	217	70%
Dispatch to At Scene <6:00 minutes -FIRE	2	100%
Average Dispatch to At Scene Time	4:29	

Average Total All Oro Valley Stations	# of calls	%
Dispatch to At Scene <5:00 minutes -EMS	1023	67%
Dispatch to At Scene <6:00 minutes -FIRE	4	100%
Average Dispatch to At Scene Time	4:45	

Average Total All Oro Valley Stations -2nd Fire Unit	# of calls	%
2 nd Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	2	100%
Average Dispatch to At Scene Time for 2nd Fire Unit	6:08	

Golder Ranch - Oro Valley Call Load Breakdown

Fourth Quarter FY 2013-2014 (April - June 2014)

Final Type Reference

CALL TYPE	Sun City	Woodburne	Lambert	Oracle	TOTAL
Aircraft					
Brush / Vegetation	1		1		2
Building				1	1
Electrical / Motor				1	1
Fires - All Other	2	1	5		8
Gas Leak			1		1
Hazmat	1	2	3		6
Trash / Rubish					
Unauthorized Burning				1	1
Vehicle		1			1
Total Fire Calls	4	4	10	3	21
Animal Problem					
Animal Rescue			1		1
Assist -Other	31	47	34	26	138
Battery Change	8	8	14	1	31
Bee Swarm	1	2	4	2	9
Defective Appliance	1		2		3
Invalid Assist	35	13	26	15	89
Snake	109	170	142	99	520
Lockout			2		2
Fire Now Out		1	1		2
Total Service Calls	185	241	226	143	795
Alarms (Fire, Smoke, CO)	7	25	4	8	44
Cancelled / Negative Incident	3	8	14	9	34
Smoke / Odor Investigation	3	8	6	3	20
Total Good Intent Calls	13	41	24	20	98
Motor Vehicle Accident	1	10	8	12	31
Rescue (high, trench, water)		2		1	3
All Other EMS Incidents	236	386	163	204	989
Total EMS Type Calls	237	398	171	217	1023
TOTAL ALL CALLS	439	684	431	383	1937

**Golder Ranch Fire District – Oro Valley
Detailed Fire Response Report
Fourth Quarter FY 2013-2014
(April – June 2014)**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
4/4/14	6723	BUILD	12:09:30	EN377	12:10:10	12:13:47	4:17
St.377				EN376	12:11:12	12:14:32	5:02
Report of sparks and electrical odor in a display case. Upon further investigation it was discovered that an electrical short caused the sparks and odor. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/3/14	9207	HOUSE	15:31:15	EN376	15:32:30	15:36:19	5:04
St.376							
Reported as smoke in house. EN376 discovered only food that burnt in an oven. All other units can cancel. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/25/14	10912	HOUSE	06:25:17	EN377	06:26:04	06:29:52	4:35
St.377				LT375	06:26:16	06:32:32	7:15
Reported as a BBQ grill on fire and impinging on the house. Upon arrival, EN377 found an involved fire on the back patio. WORKING INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
6/23/14	13493	HOUSE	12:31:15	EN376	12:33:20	12:35:52	4:37
St.376							
Reported as a fire in an oven. EN376 reports fire out with no other problems. All other units can cancel. NEGATIVE INCIDENT							

Golder Ranch Fire District - Fourth Quarter FY 2013- 2014 (April - June 2014) - Oro Valley Report Summary

All GRFD Oro Valley Stations		Time	#of Calls	Adopted Standard %	Actual %	Description of Variance
Dispatch to At Scene - FIRE		< 6:00	4	90%	100%	Exceeded standard
Time to achieve Adopted Standard of 90%						
Average Dispatch to At Scene Time		4:35				

Dispatch to At Scene - EMS		< 5:00	1023	90%	67%	East end of area
Time to achieve Adopted Standard of 90%		7:05				Moore and LaCholla area
						Far from station
						Unable to immediately locate vehicle
						Access through a gate
						Speed bumps in parking lot
Average Dispatch to At Scene Time		4:45				

2nd Fire Unit Dispatch to At Scene		< 8:00	2	90%	100%	Exceeded standard
Time to achieve Adopted Standard of 90%						
Average Dispatch to At Scene Time		6:08				

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

MVFD 2nd Quarter 2014-15 - Oro Valley Report Summary

MVFD	Time	#of Calls	Adopted Standard %	Actual %	Description of Variance
Dispatch to At Scene - FIRE	< 6:00	3	90%	100%	
Time to achieve Adopted Standard of 90%					
Average Dispatch to At Scene Time	4:41				

Dispatch to At Scene - EMS	< 5:00	31	90%	78%	
Time to achieve Adopted Standard of 90%	5:53	5			
Average Dispatch to At Scene Time	4:00				

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

SWA - Oro Valley Transport Units		Time	#of Calls	Adopted %	Actual %	Description of Variance
Dispatch to At Scene - ALS Transport Unit		< 8:00	21	90%	55%	
Time to achieve Adopted Standard of 90%		9:44	13			
Average Dispatch to At Scene Time		7:24				



Town Council Regular Session

Item # 1.

Meeting Date: 09/03/2014

Proclamation - Wilderness Month

Information

Subject

Proclamation - Celebration of Wilderness Month and the 50th anniversary of the Wilderness Act

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

**CELEBRATION OF WILDERNESS MONTH
SEPTEMBER 2014**

WHEREAS, in 1964 the United States Congress passed the Wilderness Act by an overwhelmingly bipartisan vote, and this farsighted legislation was signed by President Lyndon Johnson on September 3, 1964, and

WHEREAS, the Wilderness Act brought into being America's National Wilderness Preservation System, federal lands to be "administered for the use and enjoyment of the American people in such manner as will leave them unimpaired for future use and enjoyment as wilderness, and will provide for the protection of these areas and the preservation of their wilderness character;" and

WHEREAS, the Wilderness Act made it the "policy of the Congress to secure for the American people of present and future generations the benefits of an enduring resource of wilderness...in order to assure that an increasing population, accompanied by expanding settlement and growing mechanization, does not occupy and modify all areas within the United States and its possessions, leaving no lands designated for preservation and protection in their natural condition," and

WHEREAS, wilderness, "in contrast with those areas where man and his own works dominate the landscape, is recognized as "Federal land retaining its primeval character and influence, which generally appears to have been affected primarily by the forces of nature, with the imprint of man's work substantially unnoticeable, and has outstanding opportunities for solitude or a primitive and unconfined type of recreation;" and

WHEREAS, the Town of Oro Valley shares a common boundary with the Pusch Ridge Wilderness, managed by the USDA Forest Service, Coronado National Forest, which protects the watersheds, wildlife, native plants, and the scenery of the town and provides recreational enjoyment and tourism opportunities.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, hereby proclaim the month of September 2014 to be **Celebration of Wilderness in Oro Valley Month** and encourage all Oro Valley residents to celebrate the Wilderness Act of 1964.

Dated this 3rd day of September, 2014


Dr. Satish I. Hiremath, Mayor



ATTEST:


Julie K. Bower, Town Clerk



Town Council Regular Session

Item # 2.

Meeting Date: 09/03/2014
Proclamation - National Preparedness Month

Information

Subject
Proclamation - National Preparedness Month

Summary

Attachments

Proclamation - National Preparedness Month

Office of the Mayor
Oro Valley, Arizona
Proclamation

**NATIONAL PREPAREDNESS MONTH
SEPTEMBER 2014**

WHEREAS, each year September is designated as "National Preparedness Month" in which there is a nationwide coordinated effort sponsored by the U.S. Department of Homeland Security to raise awareness about the importance of emergency preparedness and to encourage every citizen to better prepare their homes, businesses, schools and communities for any type of emergency including natural disasters and potential terrorist attacks; and

WHEREAS, emergency preparedness is the responsibility of every resident of Oro Valley and Pima County and all are urged to make preparedness a priority by investing in self-preparedness in our homes, businesses, and schools in order to reduce injuries, property damage, and economic loss in our community and in our nation during emergencies and disasters; and

WHEREAS, during the month of September, the Town of Oro Valley, Pima County Office of Emergency Management along with Pantano Disaster Action Team, Citizen Corps Council of Pima County, American Red Cross Southern Arizona Chapter, World Care and other local, tribal, private, and volunteer agencies, will engage in activities that encourage residents to take steps to make themselves and their families more resilient and better prepared for disasters and emergencies of any type;

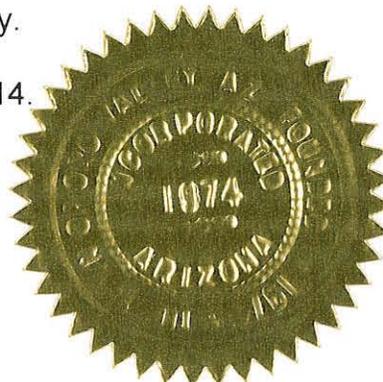
NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of the Town of Oro Valley, Arizona, hereby proclaim the month of September 2014 to be

"PREPAREDNESS MONTH"

This year's National Preparedness Month theme is "Be Disaster Aware, Take Action to Prepare" and challenges citizens, businesses, schools and communities to be prepared for any emergency. By embracing personal responsibility to be prepared, and taking simple steps such as, assembling an emergency supply kit, creating preparedness plans and practicing them regularly, becoming informed about different hazards, reviewing recommendations found at ready.gov or listo.gov and getting involved in preparing their communities ensures that Pima County can stand ready to respond to any disaster or emergency.

Dated this 3rd day of September, 2014.


Dr. Satish I. Hiremath, Mayor



ATTEST:


Julie K. Bower, Town Clerk



Town Council Regular Session

Item # 3.

Meeting Date: 09/03/2014
Presentation - Jae Dale, CEO of Oro Valley Hospital

Information

Subject
Presentation - Jae Dale, CEO of Oro Valley Hospital

Summary



Town Council Regular Session

Item # A.

Meeting Date: 09/03/2014

Requested by: Julie Bower **Submitted By:** Michelle Stine, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - July 2, 2014 Study/Regular Session

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 July 2, 2014 Study/Regular Session minutes.

Attachments

Minutes - July 2, 2014 Study Session

Minutes - July 2, 2014 Regular Session

**MINUTES
ORO VALLEY TOWN COUNCIL
STUDY SESSION
July 2, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

STUDY SESSION AT OR AFTER 4:30 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 4:30 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

ABSENT:

Brendan Burns, Councilmember
Bill Garner, Councilmember

1. Discussion regarding the Environmentally Sensitive Lands zoning regulations

Bayer Vella, Interim Planning Director, gave an overview of the following components of the Environmentally Sensitive Lands (ESL) zoning regulations:

- ESL Project Purpose
- General Plan Policies
- Resource Science & Future Growth
- Applicability
- ESL Stakeholders
- A Better Paradigm
- ESL Conservation Standards
- Flexible Design Standards
- Conservation Subdivision Design
- Approval of Flexible Design Standards
- Importance of Flexible Options

Discussion ensued amongst Council and staff regarding the ESL zoning regulations.

Paul Oland, representative of the WLB Group, spoke about incentives that were incorporated within the Environmentally Sensitive Lands Ordinance (ESLO) and said the intent of the ordinance was to provide a balance so that developers had a clear process to follow for project approval.

David Godlewski, President of the Southern Arizona Home Builders Association, said stakeholders were mainly concerned that projects would receive predictability and certainty through the new Environmentally Sensitive Lands (ESL) zoning regulation process.

Discussion ensued amongst Council and staff regarding the ESL zoning regulations.

FUTURE AGENDA ITEMS

No future agenda items were requested.

ADJOURNMENT

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Snider to adjourn the meeting at 5:26 p.m.

MOTION carried, 5-0.

Prepared by:

Michelle Stine
Senior Office Specialist

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 2nd day of July 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

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

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT:

Satish Hiremath, Mayor
Lou Waters, Vice Mayor
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

ABSENT:

Brendan Burns, Councilmember
Bill Garner, 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

No reports were received.

DEPARTMENT REPORTS

Town Clerk Julie Bower announced that there was new artwork on display in the Council Chambers from artist Margarethe Brummermann.

Town Manager Greg Caton gave an update on the Naranja Town Park Improvements.

ORDER OF BUSINESS

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

CALL TO AUDIENCE

No comments were received.

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

Robin Raine, ADOT Senior Project Manager, gave a project update for the Oracle Road (SR 77) widening project that included the following:

- Project Area
- Public Outreach Meetings
- Project Purpose and Need
- Project Schedule

James Gomes, ADOT Senior Resident Engineer, gave an overview of the following project updates for the Oracle Road (SR 77) widening project:

- Project Schedule
- Project Improvements
- Wildlife Crossings
- Sound Barrier Walls
- Roadway Perspective

CONSENT AGENDA

Councilmember Zinkin requested that item (B) be removed from the Consent Agenda for discussion.

Councilmember Hornat requested that item (D) be removed from the Consent Agenda for discussion.

- A. Minutes - June 18, 2014
- C. Cancellation of the July 16, 2014 Regular Town Council Meeting
- 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)

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve items (A), (C) and (E)-(L).

MOTION carried, 5-0.

B. Fiscal Year 2013/14 Financial Update through May 2014

Councilmember Zinkin asked for clarification regarding the estimated year end surplus and the amount of funds that would be transferred into the General Fund Reserves.

Finance Director Stacey Lemos clarified how the surplus was effected by the expenditures and General Fund Reserves.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to accept item (B)

MOTION carried, 5-0.

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

Councilmember Hornat requested to see the current and new configuration of the blocks as well as a short explanation of why the request was made.

Paul Oland, Representative from WLB Group, gave clarification for the request.

Discussion ensued amongst Council and staff regarding the request for approval of a block plat amendment for portions of Innovation Park within Rancho Vistoso Neighborhood 3.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Snider 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.

Attachment 1
Conditions of Approval

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

MOTION carried, 5-0.

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**

Interim Planning Director Bayer Vella gave an overview of the requested modified review process for the Kai Naranja development and discussed the following:

- Environmentally Sensitive Lands Modified Review Process
- Kai Naranja
- Tentative Development Plan
- Public Input

Discussion ensued amongst Council and staff regarding the WLB Group request to utilize the modified review process enabled in the environmentally sensitive lands (ESL) section of the Zoning Code for the Kai Naranja development.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Zinkin to authorize the use of the modified review process established by Section 27.10 for the Kai Naranja development.

MOTION carried, 5-0.

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

Finance Director Stacey Lemos spoke regarding the Intergovernmental Agreement for the continued animal control services between the Town of Oro Valley and Pima County.

Discussion ensued amongst Council and staff regarding the Intergovernmental Agreement for the continued provision of animal control services.

Kim Janes, Chief of External Affairs for the Pima County Animal Care Center, clarified questions presented by Council regarding the proposed IGA.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Snider to approve Resolution No. (R)14-42, accepting the IGA as presented.

MOTION carried, 4-1 with Councilmember Zinkin opposed.

3. AUTHORIZATION OF FUNDING FOR TOWN FACILITY SPACE NEEDS

Town Manager Greg Caton gave an overview of the Town facility space needs.

Paul Keesler, Development and Infrastructure Director, gave an overview of the following components of the Town facility space needs:

- Modular Building Proposal
- Site Plan
- DIS Space Needs Evaluation

Finance Director Stacey Lemos gave an overview of the estimated budget for the project.

Discussion ensued amongst Council and staff regarding the Town's facility space needs.

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve funding in the amount of \$270,000 from the sources outlined below to purchase and install a modular building at the Town Hall campus to address facility space needs.

SOURCE	Proposed Amount	Approved Amount
Friends of the Oro Valley Library Contribution	\$20,000	\$20,000
Library Impact Fees	\$20,000	\$20,000
Water Utility Funding	\$40,000	\$40,000
Benefit Self-Insurance Fund Reserves	\$60,000	\$0
General Fund Reserves	\$130,000	\$190,000
TOTAL FUNDING	\$270,000	\$270,000

MOTION carried, 4-1 with Councilmember Zinkin opposed.

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

Mr. Keesler gave an overview of the temporary sign relief for businesses fronting Oracle Road that included the following:

- Background & Request
- Temporary Sign Types Allowed in the OVZCR
- Possible Additional Eligible Businesses
- Eligible Businesses
- Comments Received

Discussion ensued amongst Council and staff regarding the temporary sign relief for businesses fronting Oracle Road (SR-77) impacted by the current street construction project.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to instruct staff to develop temporary monument sign guidelines, per building cluster, for businesses impacted by the current street construction.

The following individuals spoke in favor of item #4.

- Oro Valley resident Don Bristow
- Oro Valley resident and President of the Greater Oro Valley Chamber of Commerce Dave Perry

Discussion ensued amongst Council and staff regarding item #4.

MOTION carried, 5-0.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

Oro Valley resident and President of the Board of the Friends of the Oro Valley Public Library, Rick Johnson, was concerned with how the modular building would impact existing parking availability at Town Hall.

ADJOURNMENT

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Snider to adjourn the meeting at 7:38 p.m.

MOTION carried, 5-0.

Prepared by:

Michelle Stine
Senior Office Specialist

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 2nd day of July 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: 09/03/2014

Requested by: Stacey Lemos

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2013/14 Financial Update Through June 2014 (Year-End)

RECOMMENDATION:

For informational purposes only.

EXECUTIVE SUMMARY:

Attached hereto are the preliminary, unaudited year-end 2013/14 financial reports for the General Fund, Highway Fund and Bed Tax Fund through June 2014, as well as a consolidated year-end summary for all Town funds. Please note that figures are subject to final adjustments.

In the **General Fund**, total actual revenues for the year came in over budget by \$1.3 million or 4.6%. Expenditures for the year were under budget by \$1.3 million, or 4.3%. Council-approved one-time uses of contingency reserves include \$1.6 million for the Naranja Park improvements, \$970,000 for undergrounding of TEP utility lines and \$100,000 as the Town's insurance deductible amount in a lawsuit settlement paid during the fiscal year. A transfer of \$1.5 million was made to the new General Government CIP Fund for rollover capital projects as outlined in the adopted FY 14/15 budget. These one-time transactions and uses of contingency total \$4,170,000. The General Fund ended the year with a decrease in fund balance of \$1,570,815. The estimated year-end fund balance in the General Fund is \$11.6 million, which is higher than estimates provided earlier in the fiscal year ranging from \$10.1 million to \$10.9 million.

In the **Highway Fund**, total actual revenues for the year came in over budget by \$371,000, or 9.7%. Expenditures for the year were under budget by \$204,000, or 5.5%. Overall, the Highway Fund ended the year with an increase in fund balance of \$661,000. The estimated year-end fund balance in the Highway Fund is \$4.2 million.

In the **Bed Tax Fund**, total actual revenues for the year came in over budget by \$233,000, or 29.4%. Expenditures for the year were under budget by \$45,000, or 3.5%. Transfers out of the Bed Tax Fund include \$400,000 for the Naranja Park improvements, \$185,000 to the General Fund for the Aquatic Center operations (\$150,000) and repayment of contingency reserves used to construct the center (\$35,000) and approximately \$206,000 for debt service on the Aquatic Center. Overall, the Bed Tax Fund ended the year with a decrease in fund balance of \$222,000. The estimated year-end fund balance in the Bed Tax Fund is \$427,487.

BACKGROUND OR DETAILED INFORMATION:

GENERAL FUND RECAP

General Fund actual revenues totaled \$29.7 million for the fiscal year, compared with a budget amount of \$28.4 million. The overage was due primarily to local sales taxes (specifically the construction sales tax category) and license & permit revenues due to increased development activity seen during the fiscal year. State grants, fines and state shared revenues came in slightly under budget. Overall, General Fund revenue collections came in 4.6% over the adopted budget amount. Additional information regarding local sales tax collections for the year is provided below:

- Retail tax collections totaled \$5.2 million for the fiscal year, up 1.7%, or \$90,000 over last fiscal year.
- Restaurant and bar tax collections totaled \$1.1 million for the fiscal year, up 9.2%, or \$94,000 over last fiscal year.
- Total construction tax collections, which was allocated between the General Fund and Highway Fund, totaled \$3.5 million for the fiscal year. These collections are up 23%, or nearly \$650,000 over last fiscal year.
- Utility tax collections totaled nearly \$2.8 million for the fiscal year, up 1%, or \$23,000 over last fiscal year.

General Fund fiscal year expenditures totaled \$28.7 million, or nearly \$1.3 million under the budgeted amount of \$29,978,242.

Departmental O&M and vacancy savings totaled approximately \$528,000 from nearly every department.

Capital outlay expenditures came in \$483,000 under budget, of which \$350,000 reflects capacity budgeted for the purchase of land for the Police property and ID building that did not occur in FY 13/14. It is anticipated that this purchase will take place in FY 14/15.

A savings of \$268,000 is attributable to state grant capacity that was not utilized. The state grant revenues category reflects corresponding reductions.

The Parks and Recreation Department ended the year slightly over budget by \$20,000 primarily due to operating costs at the Aquatic Center. It is important to note, however, that actual revenues generated at the Aquatic Center (\$437,422) exceeded the budgeted revenues (\$283,500) by nearly \$154,000 in the Charges for Services revenue category. The budget capacity for the Aquatic Center operations was adjusted accordingly in the FY 2014/15 budget, and staff will continue to monitor the budget very closely in the new fiscal year.

HIGHWAY FUND RECAP

The largest revenue source in the Highway Fund, Highway User Revenue Fund (HURF) gas taxes, totaled \$2,679,257, or approximately \$179,000 over the budgeted amount of \$2,500,000. Expenditures in the Highway Fund came in under budget by \$204,160, or 5.5%. Pavement preservation program spending came in at \$990,000, just under the adopted budget amount of \$1.0 million.

BED TAX FUND RECAP

Bed tax collections for the fiscal year totaled \$1,013,543, up approximately \$225,000, or 28.5% over last year. Vacancy and O&M savings totaled just over \$45,000. Transfers out totaled \$790,669, with the breakdown as referenced in the Executive Summary above.

Please see **Attachment A** for additional details on the General Fund and **Attachments B** and **C** for additional details on the Highway Fund and Bed Tax Fund. Please see **Attachment D** for a consolidated summary of all Town funds.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

Attachment A - General Fund

Attachment B - Highway Fund

Attachment C - Bed Tax Fund

Attachment D - Summary All Funds



General Fund

% Budget Completion through June --- 100%

	Actuals thru 6/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
REVENUES:					
LOCAL SALES TAX	13,616,721	13,123,382	103.8%	13,616,721	3.8%
LICENSES & PERMITS	2,069,443	1,493,455	138.6%	2,069,443	38.6%
FEDERAL GRANTS	623,982	576,490	108.2%	623,982	8.2%
STATE GRANTS	1,251,445	1,509,700	82.9%	1,251,445	-17.1%
STATE/COUNTY SHARED	9,636,906	9,659,167	99.8%	9,636,906	-0.2%
OTHER INTERGOVERNMENTAL	31,957	30,000	106.5%	31,957	6.5%
CHARGES FOR SERVICES	1,746,541	1,443,437	121.0%	1,746,541	21.0%
FINES	172,232	190,000	90.6%	172,232	-9.4%
INTEREST INCOME	197,757	62,275	317.6%	197,757	217.6%
MISCELLANEOUS	165,119	114,000	144.8%	165,119	44.8%
TRANSFERS IN	185,000	185,000	100.0%	185,000	0.0%
TOTAL REVENUES	29,697,102	28,386,906	104.6%	29,697,102	4.6%

	Actuals thru 6/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
EXPENDITURES:					
COUNCIL	203,298	225,853	90.0%	203,298	-10.0%
CLERK	330,852	345,118	95.9%	330,852	-4.1%
MANAGER	656,727	700,989	93.7%	656,727	-6.3%
HUMAN RESOURCES	446,190	523,821	85.2%	446,190	-14.8%
FINANCE	643,442	709,242	90.7%	643,442	-9.3%
INFORMATION TECHNOLOGY	1,367,961	1,542,173	88.7%	1,367,961	-11.3%
GENERAL ADMINISTRATION	1,724,298	1,810,729	95.2%	1,724,298	-4.8%
LEGAL	642,939	804,344	79.9%	642,939	-20.1%
COURT	724,143	761,430	95.1%	724,143	-4.9%
DEV & INFRASTRUCTURE SVCS	3,978,785	4,031,562	98.7%	3,978,785	-1.3%
PARKS & RECREATION	2,557,147	2,536,955	100.8%	2,557,147	0.8%
POLICE	13,661,715	14,223,297	96.1%	13,661,715	-3.9%
TRANSFERS OUT (A)	1,760,729	1,762,729	99.9%	1,760,729	-0.1%
TOTAL EXPENDITURES	28,698,226	29,978,242	95.7%	28,698,226	-4.3%

SURPLUS / (DEFICIT) 998,876 (1,591,336) 998,876

BEGINNING FUND BALANCE	13,137,105
Plus: Surplus / (Deficit)	998,876
Less:	
Approved Use of Contingency Reserves during FY 13/14 - TEP undergrounding	(969,691)
Payment of Deductible in Lawsuit Settlement	(100,000)
Transfer to General Government CIP Fund for CIP rollover projects	(1,500,000)
ENDING FUND BALANCE **	11,566,290

(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



June YTD Financial Status

ATTACHMENT C

FY 2013/2014

Bed Tax Fund

% Budget Completion through June --- 100%

	Actuals thru 6/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
REVENUES:					
BED TAXES	1,013,543	789,000	128.5%	1,013,543	28.5%
INTEREST INCOME	7,198	3,975	181.1%	7,198	81.1%
MISCELLANEOUS	5,000	-	0.0%	5,000	0.0%
TOTAL REVENUES	1,025,741	792,975	129.4%	1,025,741	29.4%

	Actuals thru 6/2014	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
EXPENDITURES:					
ECONOMIC DEVELOPMENT	456,638	501,762	91.0%	456,638	-9.0%
TRANSFERS OUT (A)	790,669	790,669	100.0%	790,669	0.0%
TOTAL EXPENDITURES	1,247,307	1,292,431	96.5%	1,247,307	-3.5%

SURPLUS / (DEFICIT) (221,566) (499,456) (221,566)

BEGINNING FUND BALANCE 649,053

Plus: Surplus / (Deficit) (221,566)

ENDING FUND BALANCE ** 427,487

(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 JUNE, 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 June 2014
General Fund - Unassigned	11,529,070	29,512,102	185,000	29,697,102	3,265,079	19,790,636	6,348,921	793,589	1,069,691	-	31,267,917	9,958,255
General Fund - Assigned	1,608,035											1,608,035
Highway Fund - Restricted	3,517,765	4,177,486	-	4,177,486	-	1,673,931	761,036	1,081,855	-	-	3,516,821	4,178,429
Seizure & Forfeiture - State	494,837	114,496	-	114,496	-	9,856	52,094	37,627	-	-	99,576	509,757
Seizure & Forfeiture - Justice	519,653	335,199	-	335,199	45,453	66,601	16,515	359,547	-	-	488,117	366,735
Bed Tax Fund - Committed	649,053	1,025,741	-	1,025,741	790,669	198,910	257,728	-	-	-	1,247,307	427,487
Impound Fee Fund	-	31,800	-	31,800	-	24,454	-	-	-	-	24,454	7,346
Municipal Debt Service Fund	774,914	161,402	430,152	591,554	-	-	5,900	-	-	826,641	832,541	533,928
Oracle Road Debt Service Fund	149	1,462,307	-	1,462,307	-	-	2,155	-	-	1,460,020	1,462,175	281
Alternative Water Resources Dev Impact Fee Fund	3,402,954	2,398,890	-	2,398,890	400,000	-	314,658	984,700	-	224,404	1,923,763	3,878,082
Potable Water System Dev Impact Fee Fund	3,544,937	1,443,720	-	1,443,720	-	-	-	-	-	101,044	101,044	4,887,612
Townwide Roadway Development Impact Fee Fund	1,461,437	2,757,450	-	2,757,450	-	-	11,833	1,415,888	-	-	1,427,721	2,791,166
Parks & Recreation Impact Fee Fund	182,110	123,423	-	123,423	-	-	11,833	272,145	-	-	283,978	21,555
Library Impact Fee Fund	114,798	-	-	-	-	-	-	-	-	-	-	114,798
Police Impact Fee Fund	99,478	118,418	-	118,418	-	-	11,959	-	-	-	11,959	205,936
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	-	-	-	1,078,631	-	-	1,078,631	930,365
General Government CIP Fund	-	-	1,500,000	1,500,000	-	-	-	-	-	-	-	1,500,000
Aquatic Center Project Fund	66,639	-	-	-	60,576	-	-	6,063	-	-	66,639	-
Water Utility	9,783,839	15,738,078	400,000	16,138,078	3,178	2,640,661	5,599,081	2,452,972	-	1,287,793	11,983,685	13,938,233
Stormwater Utility	490,794	760,629	-	760,629	3,799	309,470	291,156	72,813	-	-	677,238	574,185
Fleet Fund	-	1,329,843	-	1,329,843	-	75,786	673,713	495,394	-	-	1,244,894	84,949
Benefit Self Insurance Fund	567,402	2,213,294	-	2,213,294	-	-	2,100,632	-	-	-	2,100,632	680,064
Recreation In-Lieu Fee Fund	6,190	-	-	-	-	-	-	-	-	-	-	6,190
Total	38,824,162	63,706,665	4,515,152	68,221,818	4,568,754	24,790,306	16,459,215	9,051,223	1,069,691	3,899,902	59,839,092	47,206,888



Town Council Regular Session

Item # C.

Meeting Date: 09/03/2014

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

Department: Town Manager's Office

Information

SUBJECT:

Visit Tucson Quarterly Report: April 1, 2014 - June 30, 2014

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The FY 2013/14 Financial Participation Agreement (FPA) between the Town of Oro Valley and Visit Tucson (formerly known as the Metropolitan Tucson Convention and Visitors Bureau) stipulates that a quarterly report be compiled by Visit Tucson and submitted to the Economic Development Division and Town Council. The enclosed report satisfies the FPA requirement for the fourth quarter of FY 2013/14.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2013/14 FPA between the Town of Oro Valley and Visit Tucson is \$120,000.

SUGGESTED MOTION:

N/A

Attachments

MTCVB FPA

Visit Tucson 4th Quarter Report

RESOLUTION NO. (R)12-37

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

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

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

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

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

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

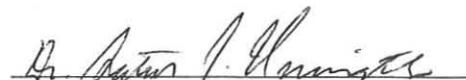
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

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

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

TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

ATTEST:



Julie K. Bower, Town Clerk

Date: 6/21/12

APPROVED AS TO FORM:



Tobin Rosen, Town Attorney

Date: 6/20/12

EXHIBIT “A”

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

WITNESSETH

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

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

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

Section 1. Definitions

- A. Tour Operator – a person who arranges and/or organizes groups of people to travel together to a destination and who also organizes tour packages and advertises them for people to buy.
- B. Travel Agent Impressions – the number of travel agents who would likely read a tour brochure which a tour operator produced to promote tours that he or she organized.

Section 2. Statement of Purpose

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

Section 3. Services to be Performed by Agency

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Convention Sales

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

Convention Services

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

Travel Industry Sales

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

Communications

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

Marketing

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

General Support

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 4. Services to be Provided by the Town

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

Section 5. Responsibility for Open Records

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

Section 6. Evaluation Criteria and Reporting

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.
- B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

Section 7. Accountability

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

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

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

Section 8. Matching Grants

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 9. Nondiscrimination

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

Section 10. Sub-recipient Funding Agreements

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

Section 11. Term of Agreement

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

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

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

Section 12. Payment Withholding, Reduction, or Termination

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

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

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

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

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

Section 13. Termination of Agreement

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

Section 14. Method of Payment

- A. The parties have agreed that Agency will receive from the Town an amount not to exceed \$74,970 for FY2012-13. The Agency will receive an amount not to exceed \$120,000 for FY2013-14 and an amount not to exceed \$175,000 for FY2014-15. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2012. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 16. Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.
- C. Agency will provide and maintain minimum insurance limits as follows:

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

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

Section 17. Use of the Town Logo

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

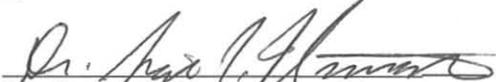
Section 18. Conflict of Interest

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

TOWN OF ORO VALLEY, a municipal corporation


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

ATTEST:

APPROVED AS TO FORM:

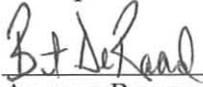
 Deputy Clerk FOR
Julie K. Bower, as Town Clerk
and not personally


Tobin Rosen, as Town Attorney
and not personally

Date: 7/2/12

Date: 7/2/12

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


Agency Representative
and not personally

Title President & CEO

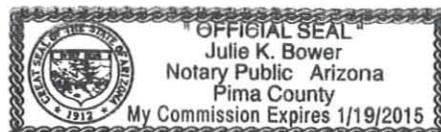
State of Arizona)
) ss.
County of PIMA)

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

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


Notary

My Commission Expires: 1/19/2015





QUARTERLY PROGRESS REPORT

April through June 2014

Submitted To: Amanda Jacobs, Economic Development Manager

By: Brent DeRaad, President/CEO

In accordance with Resolution No. (R) 12-37

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

Ongoing focuses for Visit Tucson will be attracting meetings and leisure travelers to Hilton El Conquistador and other Town hotels, bringing competitions to the Oro Valley Aquatic Center, endurance events to the Town and marketing attractions, including Tohono Chul Park.

Key Measures of Performance	Adopted FY 2014	Current Quarter	Final FY 2014	Final FY 2013
Convention Sales				
Sales Leads	255	91	337	304
Site Inspections	26	19	44	43
Future Bookings	16	10	34	34
Room Nights of Future Bookings	9,500	5,906	18,108	17,533
Travel Industry Sales				
Leads/Services	35	17	35	35
Promote to Targeted Tour Operator Clients	500	376	1,396	1,323
Impressions Via Tour Operator Catalogs	750,000	691,000	1,636,000	2,183,400
Marketing				
Generate Inquiries from Primary Markets	75,000	16,810	75,168	70,142
Unique Visitors to MTCVB Website	1.3 M	335,888	1,476,087	1,143,299
Unique Visitors to Oro Valley via MTCVB Website	10,000	5,277	31,110	11,288

Visit Tucson's 2013-14 Budgeted Revenue

	Budget	Percentage
Pima County:	\$3,150,000	45%
City of Tucson:	\$2,976,178	42%
Town of Oro Valley:	\$120,000	2%
Pascua Yaqui Nation:	\$75,000	1%
Tohono O'odham Nation:	\$75,000	1%
Private Sector:	<u>\$640,919</u>	<u>9%</u>
Total:	\$7,037,097	100%

FREE YOURSELF.

April - June 2014 Oro Valley Highlights

Page 2

Additional 2013-14 Visit Tucson Performance Measures

1. **Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions.**

Result: Page 10 of Visit Tucson's 2014 Official Visitors Guide is dedicated to "Oro Valley/Northwest." The guide, which was distributed initially in January 2014, features Hilton El Conquistador Resort, Tohono Chul, Catalina State Park, Oro Valley Aquatic Center and The Golf Club at Vistoso.

2. **Provide Oro Valley with a minimum of ½-page ad in Official Visitors Guide.**

Result: Oro Valley's ½-page advertisement is on page 55 of the visitors guide.

3. **Promote Oro Valley events and attractions on CVB's website & social media sites.**

Result:

- Created an Oro Valley microsite within our website:
<http://www.visittucson.org/about/oro-valley/>
- Children's Museum Tucson to open satellite location in Oro Valley
- <http://www.tucsonnewsnow.com/story/25697412/tucson-childrens-museum-planning-oro-valley-branch>
- 2nd Saturdays at Steam Pump Ranch: April 12, May 10, June 14
<http://www.visittucson.org/includes/calendar-of-events/2nd-Saturdays-at-Steam-Pump-Ranch/3776/?fromMenu=0>
- U.S. National Synchronized Swimming Championships: April 8-12 Oro Valley Aquatic Center: <http://www.visittucson.org/includes/calendar-of-events/U-S-National-Synchronized-Swimming-Championships/3784/?fromMenu=0>
- Annual Father's Day Weekend Golf Classic at Hilton El Conquistador Golf & Tennis Resort: <https://www.facebook.com/VisitTucson/posts/670461779669172>
- Bloom Night – Tohono Chul
<https://www.facebook.com/VisitTucson/posts/674351262613557>

4. **Feature Oro Valley's aquatic facility in online sports facility guide.**

Result: Oro Valley Aquatic Center has been featured on Visit Tucson Sports' online sports facility guide throughout 2013-14: <http://www.visittucson.org/listings/Oro-Valley-Aquatic-Center/24470/?fromMenu=1141&maxshow=10&showsportssearch=1>

5. **Town officials may attend trade shows with Visit Tucson staff at the expense of the Town.**

Result: Two Town staff members traveled with Visit Tucson Sports to the United States Aquatic Symposium in Anaheim, Calif., in September 2013, to promote Oro Valley Aquatic Center as a venue for regional and national swimming competitions. Town staff paid their own travel expenses. Visit Tucson Sports covered booth expenses for this show, along with its travel costs. The Oro Valley Aquatic Center was awarded the 2016 Masters Synchronized Swimming Championships.

April - June 2014 Oro Valley Highlights
Page 3

- 6. Consult with Town staff & officials on tourism sales & marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico & leisure marketing, & group sales initiatives.**

Results:

Oro Valley Microsite: Per discussions with Town officials, Visit Tucson created an Oro Valley microsite (www.visitorovalley.org), with content, video, photography and site hosting provided by Visit Tucson.

Oro Valley Video: Visit Tucson shot footage of Oro Valley attractions and tourism attributes, which was edited into a 30-second Oro Valley video that was shown at Mayor Hiremath's State of the Town address in September and which resides on the Oro Valley microsite we created.

Oro Valley Aquatic Center: Visit Tucson Sports markets the Oro Valley Aquatic Center as a site for state, regional and national events in cooperation with Town staff.

Tucson-Mexico Trade Coalition Meetings: Vice Mayor Lou Waters and Councilman Joe Hornat participate in our Tucson-Mexico Trade Coalition meetings geared toward identifying and capitalizing on trade opportunities between Pima County and the Mexican states of Sonora and Sinaloa.

Mexico Trade Mission: Thank you to Vice Mayor Waters and Councilman Hornat for participating in our trade delegation to trip to Mexico in September 2013. These meetings foster trade opportunities, create relationships and promote tourism, from which Tucson and Oro Valley can benefit.

- 7. One Town official will serve on Visit Tucson's board of directors.**

Result: Vice Mayor Lou Waters has been an active participant on Visit Tucson's board of directors in 2013-14.

Meetings Economic Impact: Per the convention sales metrics listed on page 1, the economic impact of 34 meetings booked by the Hilton El Conquistador Resort from Visit Tucson leads from July 1, 2013 through June 30, 2014 is \$5,134,638.



Town Council Regular Session

Item # D.

Meeting Date: 09/03/2014

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

Department: Town Manager's Office

Information

SUBJECT:

Greater Oro Valley Chamber of Commerce Quarterly Report: April 1, 2014 - June 30, 2014

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2013/14 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce (Chamber) stipulates that a quarterly report be compiled by the Chamber and submitted to the Economic Development Division and Council. The enclosed report satisfies the FPA requirement for the fourth quarter of FY 2013/14.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2013/14 FPA between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce is \$30,000.

SUGGESTED MOTION:

N/A

Attachments

Chamber FPA

Chamber Fourth Quarter Report

RESOLUTION NO. (R)13-41

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 5th day of June, 2013.

TOWN OF ORO VALLEY


Dr. Satish I. Hiremath, Mayor

ATTEST:



Julie K. Bower, Town Clerk

Date: 6/7/13

APPROVED AS TO FORM:



Tobin Sidles, Legal Services Director

Date: 6/7/13

EXHIBIT “A”

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2013, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Greater Oro Valley Chamber of Commerce**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

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

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

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

Section 1: Statement of Purpose

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

Section 2: Services to be Performed by Agency

Agency performance measures for Fiscal Year 2013/14 are as follows:

1. Business Recruitment, Retention and Outreach
 - a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program.
 - b. The Chamber enhanced the Town's existing Shop Oro Valley campaign by creating a Shop Oro Valley Coupon Book in FY2012/13. The Shop Oro Valley Coupon will be created annually by the Chamber. The final draft of the Shop Oro Valley Coupon Book will be coordinated between the Chamber President/CEO and the Economic Development Manager.
 - c. The Chamber will create an Oro Valley Welcome Guide, designed for residents and visitors that will be distributed during third quarter. The final draft of the Oro Valley Welcome Guide will be coordinated between the Chamber President/CEO and the Economic Development Manager.
 - d. The Chamber will serve as a second distribution point for OV Dollars and will provide minimum total sales of \$7,000 during the period of this contract.
 - e. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Oro Valley Business Navigator, Shop Oro Valley Campaign and OV Dollars and other

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.

2. Special Events

- a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.
- b. The Chamber will host four Oro Valley educational forums that will be open to members and non-members.
- c. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
- d. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
- e. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
- f. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
- g. During the term of this Agreement, the Agency will refrain from engaging in political activity which has the effect of endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

Section 3: Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Thirty Thousand Dollars (\$30,000) shall be allocated to Agency.

Section 4: Responsibility for Open Records

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

Section 5: Evaluation Criteria and Reporting

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

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 6: Accountability

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

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

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

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

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

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

Section 7: Matching Grants

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

Section 8: Nondiscrimination

Agency, in its employment policies and practices, in its public accommodations and in its provision of services shall obey all relevant and applicable, federal, state, and local laws, regulations and standards relating to discriminations, biases, and/or limitations, including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Arizona Civil Rights Act, the Arizonans with Disabilities Act, the Human Relations provisions of the Oro Valley Code, and the Mayor and Council policy adopted on September 25, 2000, prohibiting the direct or indirect grant of discretionary Town funds to organizations that have a policy of exclusionary discrimination on the basis of race, color, religion, ancestry, sex, age, disability, national origin,

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

sexual orientation, gender identity, familial status or marital status. See Administrative Guidance Re: Non-Discrimination Policy for Programs Funded by the Town of Oro Valley, attached and incorporated herein by this reference.

Section 9: Sub-recipient Funding Agreements

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

Section 10: Term of Agreement

This Agreement shall be effective from July 1, 2013 through June 30, 2014. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

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

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

Section 11: Payment Withholding, Reduction, or Termination

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

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2014.

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 12: Termination of Agreement

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

Section 13: Method of Payment

The parties have agreed that Agency will receive up to \$30,000. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2013. Payments are to be made within forty (40) days after the close of each preceding quarter.

Section 14: Indemnification

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

Section 15: Independent Contractor

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

Section 16: Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

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

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

Section 17. Use of the Town Logo

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

Section 18: Conflict of Interest

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

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

TOWN OF ORO VALLEY, a municipal corporation


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

ATTEST:


 Julie K. Bower, as Town Clerk
 and not personally

Date: 6/2/13

APPROVED AS TO FORM:


 Tobin Sidles, as Legal Services Director
 and not personally

Date: 6/7/13

**Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT**

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

David Perry
Agency Representative
and not personally

Title President / CEO

State of Arizona)

) ss.

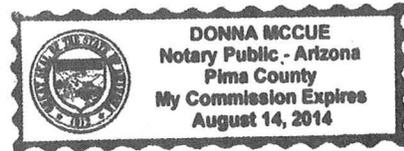
County of)

On this 6th day of June, 2013, David Perry, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on June 12, 2013.

[Signature]
Notary

My Commission Expires: August 14, 2014





QUARTERLY PROGRESS REPORT

April 1, 2014 – June 30, 2014

Submitted To: Amanda Jacobs, Economic Development Manager

By: Dave Perry, President/CEO

In accordance with Resolution No. (R) 13-41

A. Tourism, Visitors Services and General Information

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

Category	April 2014	May 2014	June 2014	Total
1. Business Retention Site Visits	1	2	0	3
2. OV Dollars Distribution	0	\$26,210	\$34,980	\$61,190
3. Ribbon Cuttings	1	1	1	3
4. Breakfasts, lunches, mixers	7	5	4	16
5. Relocation Packages	21	45	38	104
6. Educational Forums	0	2	2	4

1. The Chamber President and/or staff attended Business Retention Site Visits with the following businesses: Pima Federal Credit Union, Vantage West Credit Union and Goodwill Industries.
2. OV Dollars: The Chamber is responsible for activating and distributing \$7,500 in OV Dollars cards this fiscal year. This quarter the Chamber activated 188 cards totaling \$61,190. The Chamber provided a \$10 incentive for residents and visitors who purchased \$100 OV Dollars from the Greater Oro Valley Chamber of Commerce, during the Town’s Shop Oro Valley Summer Campaign from May 21, 2014 – June 30, 2014. The Chamber incurred out-of-pocket matching expenses of \$905 this quarter. Fiscal year to date, OV Dollars sales by the Chamber are \$60,858.40. During fiscal year 2013-14, the Chamber activated 426 cards totaling \$122,048.40.
3. Ribbon cuttings/ground breakings were held for the newly remodeled Golf Villas, Rejuv Medical Southwest and Zounds.
4. 16 Town officials took advantage of the free Chamber breakfasts, luncheons and mixers.
5. 104 relocation packages were distributed in the fourth quarter.
6. Educational forums were held on May 15 regarding the General Plan, May 22 regarding OV Dollars, June 6 regarding Adopt-A-Business and community policing and June 26 regarding development activity and shopping locally.

Additional Information

- Per the Financial Participation Agreement (FPA), the Chamber enhanced the Town's existing Shop Oro Valley campaign by creating a Shop Oro Valley Coupon Book in FY2012/13. The second Shop Oro Valley coupon book was distributed in June.
 - 24,000 inserted into its Buyer's Edge product within Oro Valley zip codes
 - 14,000 within Daily Star home delivery newspapers within the zip codes
 - 5,000 into the June edition of the SaddleBag Notes in SaddleBrooke
 - 5,000 through the Chamber and participating Shop OV merchants
- Per the FPA, the Chamber will create an Oro Valley Welcome Guide, designed for residents and visitors that will be distributed during third quarter.
The Welcome Guide draft was completed in fourth quarter.



Town Council Regular Session

Item # **E.**

Meeting Date: 09/03/2014

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

Department: Town Clerk's Office

Information

SUBJECT:

Appointment to the Parks and Recreation Advisory Board (PRAB)

RECOMMENDATION:

The selection committee for the PRAB recommends the appointment of Adam Wade for an unexpired term ending December 31, 2014.

EXECUTIVE SUMMARY:

A vacancy occurred due to the resignation of Mary Kay Durfee. Interviews of applicants have been conducted by the selection committee, which included the Council liaison, staff liaison, as well as the PRAB chair and vice chair. As a result, Adam Wade is recommended for the vacant seat and his application is attached. Once an appointment has been made, all candidates not chosen for appointment will be notified via letter from the Council liaison and will be advised that their applications will be kept on file for two (2) years.

BACKGROUND OR DETAILED INFORMATION:

The seven-member Parks and Recreation Advisory Board acts in an advisory capacity to the Council in matters pertaining to parks and recreation, parks design, open space and trail use.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve / deny) the appointment of Adam Wade to the Parks and Recreation Advisory Board for a term expiring December 31, 2014, and that this partial term shall not count against the appointee's term limits.

Attachments

Application



Town Council Regular Session

Item # **F.**

Meeting Date: 09/03/2014
Requested by: Bayer Vella
Submitted By: Rosevelt Arellano
Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Request for approval of a two year extension of the Miller Ranch Master Development Plan and Phase 1 and 2 Development Plan, located on the northwest corner of Tangerine Road and La Canada Drive

RECOMMENDATION:

Staff recommends approval of the two year extension of time request to July 21, 2016.

EXECUTIVE SUMMARY:

The applicant has requested a two year extension of the Miller Master Development Plan and Phase 1 and 2 Development Plan. The approved Development Plans depict a commercial project with technology park, bank and restaurant uses located in the eastern portion of the site (see Attachment 1).

The Development Plans were originally approved by the Town Council in July 2010. To date, there has been no development on the site. A copy of the approved Development Plans are attached for your reference (see Attachment 2).

The western portion of the site (residential area) is not part of this request.

BACKGROUND OR DETAILED INFORMATION:

The Zoning Code provides that Development Plans expire and become null and void after two (2) years if a building permit has not been issued. The Town Council may extend the Development Plan approval for up to two years if the applicant files a request prior to the expiration.

Town Council granted a two year extension (from July 2012 to July 2014) of the original Development Plan approvals. As a basis for the previous and current request, the applicant has cited economic hardship in the retail market, which has delayed securing potential users for the development. The applicant's request for extension is attached (see Attachment 3).

The approved Development Plans currently comply with the site plan requirements (i.e. parking calculations, landscape buffer yards, building orientation, etc.) of the Zoning Code. Should an additional extension of time be required, the approved plans will be reviewed against current codes and ordinances. The purpose of the review is to ensure that the approved plans are not subject to significant design modifications imposed by recent code amendments.

Site Conditions

- 21 acres

- Undeveloped land
- The site is zoned C-1 (Commercial) and T-P (Technological Park)
- Access to this site is from La Canada Drive and Tangerine Road

Approvals to Date

- 2004: General Plan Amendment
- 2007: Rezoning
- 2010: Conditional Use Permit for bank drive-thru (Phase 1)
- July 2010: Master Development Plan approved
- July 2010: Phase 1 (Commercial Center) and Phase 2 (Tech Park) Development Plan
- Sept. 2012: Extension of time for Master Development Plan and Phase 1 and 2 Development Plan

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to APPROVE the request for a two year extension of the Miller Ranch Master Development Plan and Phase 1 and 2 Development Plan to July 21, 2016.

OR

I MOVE to DENY the request for approval of a two year extension of the Miller Ranch Master Development Plan and Phase 1 and 2 Development Plan finding that _____.

Attachments

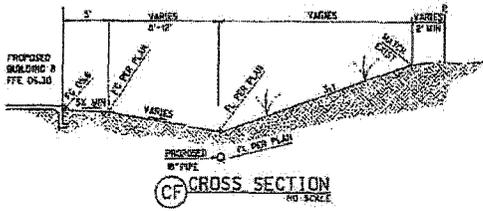
Attachment 1 - Location Map

Attachment 2 - Approved Development Plans

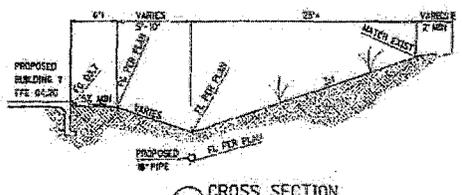
Attachment 3 - Extension of Time Request



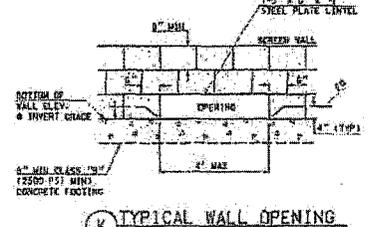
LOCATION MAP
MILLER RANCH (OV1208-07C)



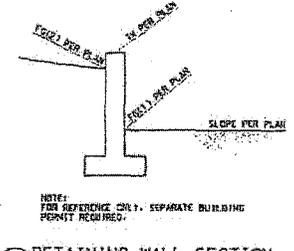
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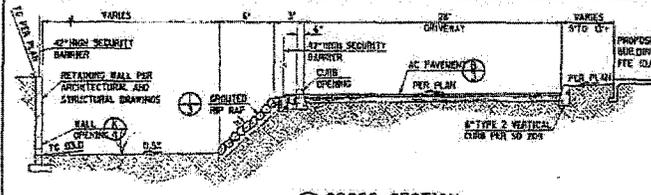
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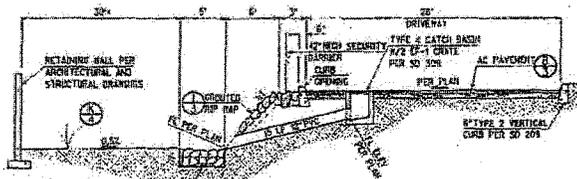
K TYPICAL WALL OPENING
NO SCALE



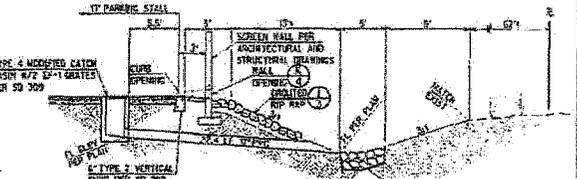
J RETAINING WALL SECTION
NO SCALE



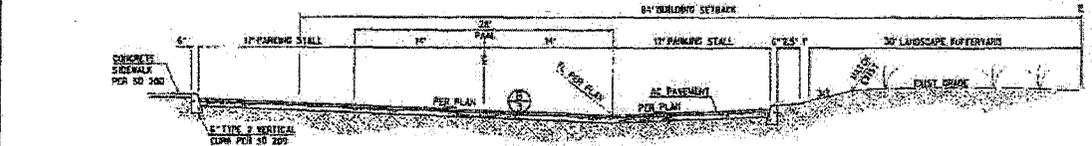
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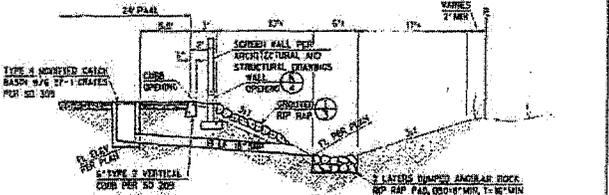
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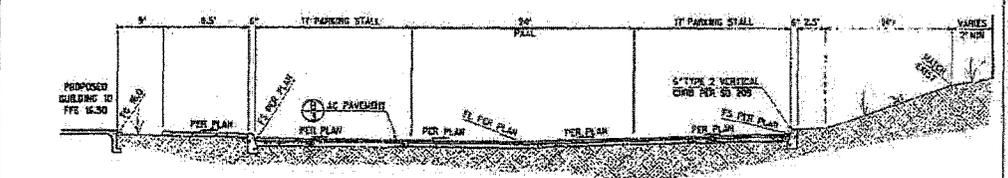
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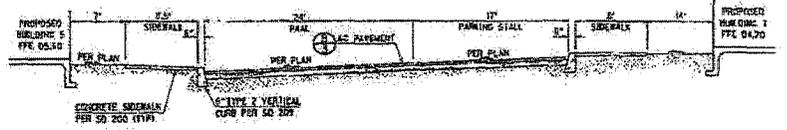
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NO SCALE



CB CROSS SECTION
NO SCALE



CH CROSS SECTION
NO SCALE



CC CROSS SECTION
NO SCALE

RICK
ARCHITECTURAL & ENGINEERING
2014 CANYON DRIVE, SUITE 101
TUCSON, AZ 85712
TEL: 520.791.1111
WWW.RICKARCHITECTS.COM

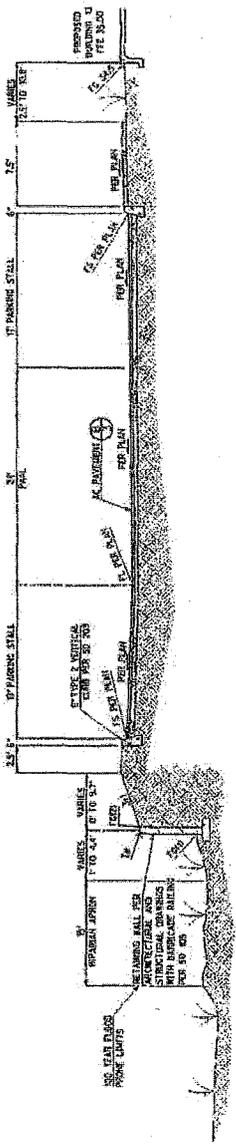


MASTER DEVELOPMENT PLAN FOR
MILLER RANCH

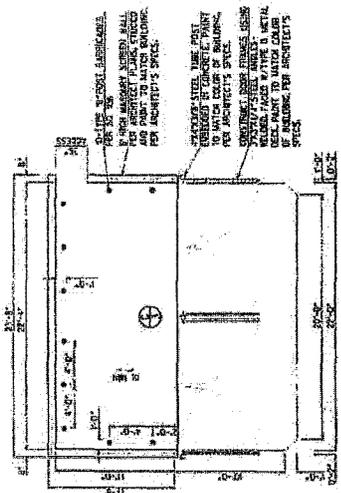
OV12-08-07
OV9-04-02

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 13 EAST, T11E & S1E1, RIVER WARDMAN TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.

DATE: NOVEMBER 17, 2009 SCALE: N/A CONTOUR INTERVAL: N/A SHEET 4 OF 11



CJ CROSS SECTION
NO SCALE



L DOUBLE TRASH ENCLOSURE
NO SCALE



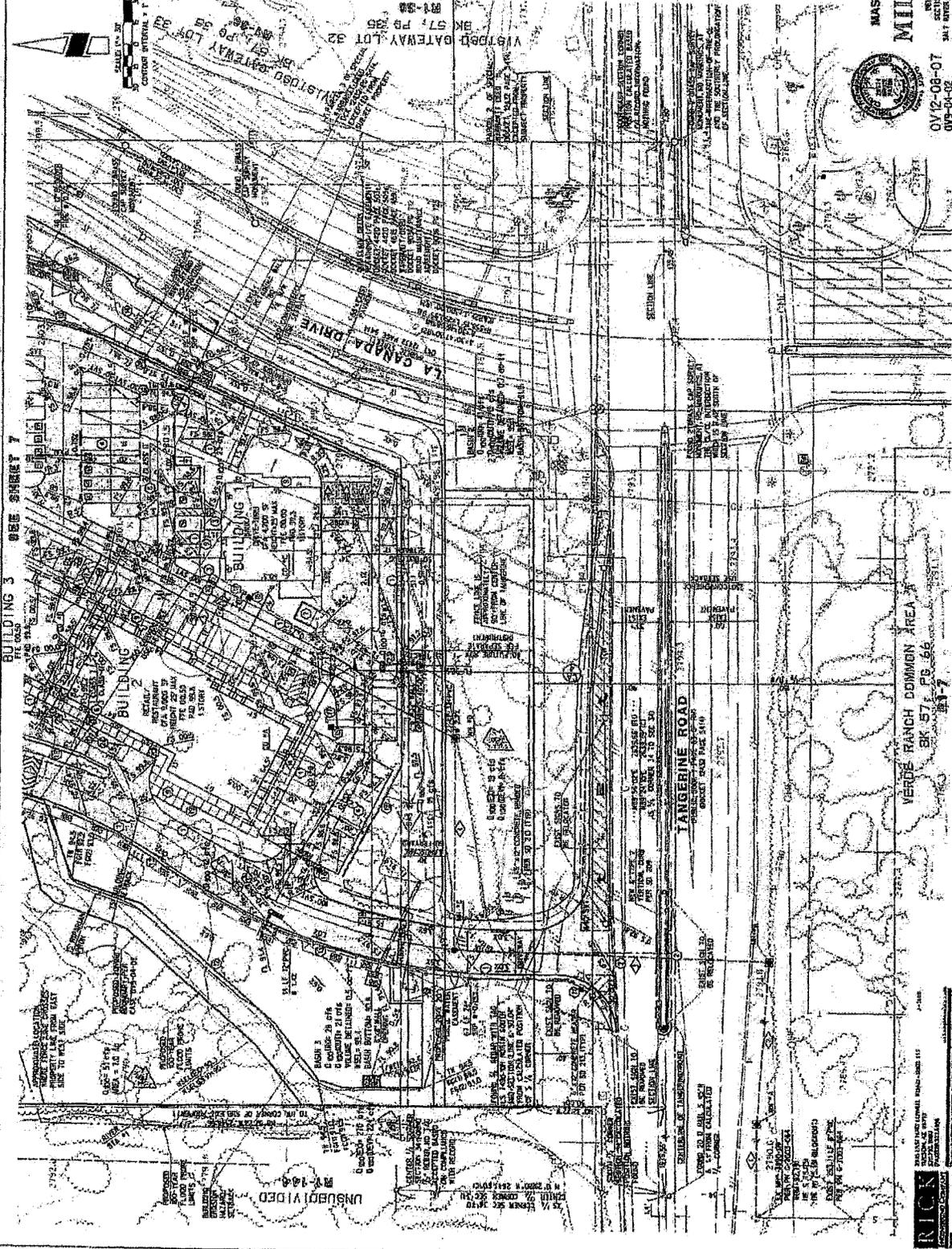
MASTER DEVELOPMENT PLAN FOR
MILLER RANCH

BLIND & PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 13 EAST, GLEA 2, S&T 4TH MERRILL TOWN, OF GUS VALLEY, PULASKI COUNTY, ARIZONA
DATE: NOVEMBER 11, 2009
DRAWN BY: [Name]
CHECKED BY: [Name]

RICK
L. ...
REGISTERED PROFESSIONAL ENGINEER
NO. ...
STATE OF ARIZONA

KEYNOTES

- 1. SEE TYPE 2 VERTICAL CURB PER 303.17(9)
- 2. SEE CH 15.1 STANDARD CURB, EXIST. CURB AND PARALLEL TO EXIST. PARALLEL, ALSO, SEE CH 15.1 PARALLEL TO EXIST. PARALLEL
- 3. CURB ACCESS RAMP PER 303.17(1) WITH IMPROVED RAMP PER 303.17(1)
- 4. STANDARD HORIZONTAL SPACING 1/2" @ 20' PER DETAIL (17)
- 5. ADVANCED PAVING FOR ARCHITECTURAL FLANS
- 6. SERVICE PAVING FOR DETAIL (17)
- 7. TYPICAL CONCRET/ASPH/FLY ASH PER 303.17(1)
- 8. 2" IN PARALLEL RAMP OFF-ROADWAY JOINTS
- 9. CONCRET SURFABLE PER 303.17(9)
- 10. PAVEMENT CROSSABLE (17)
- 11. 1/4" IN-STEP JOINT
- 12. RETAINING WALL PER ARCHITECTURAL AND STRUCTURAL DRAWINGS (17)
- 13. SECURITY BARRIER (17)
- 14. EXISTING FENCE TO BE DEMOLISHED
- 15. PROPOSED DOMESTIC WATER SERVICE (17)
- 16. PROPOSED IRRIGATION SERVICE (17)
- 17. PROPOSED 3" FEE SERVICE (17)
- 18. PROPOSED TYPE (17)
- 19. SCHEDULED PER LANDSCAPE PLAN
- 20. TYPE 1 CONCRETE NORMAL CURB PER 303.17(9)
- 21. TYPE 2 CONCRETE NORMAL CURB PER 303.17(9)
- 22. TYPE 3 CONCRETE NORMAL CURB PER 303.17(9)
- 23. TYPE 4 SINGLE CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 24. TYPE 4 DOUBLE CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 25. TYPE 4 TRIPLE CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 26. TYPE 4 QUAD CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 27. TYPE 4 PENTAGON CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 28. TYPE 4 HEXAGON CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 29. TYPE 4 SEPTAGON CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 30. TYPE 4 OCTAGON CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 31. TYPE 4 NONAGON CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 32. TYPE 4 DECAGON CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 33. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
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- 69. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 70. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 71. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 72. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 73. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 74. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 75. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
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- 88. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 89. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 90. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 91. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 92. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 93. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 94. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 95. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
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- 98. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 99. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)
- 100. TYPE 4 UNUSUAL CATCH BASIN W/ 2" @ 1" GRATES PER 303.17(1) FLUSH TREATMENT (17)



**MASTER DEVELOPMENT PLAN FOR
MILLER RANCH**

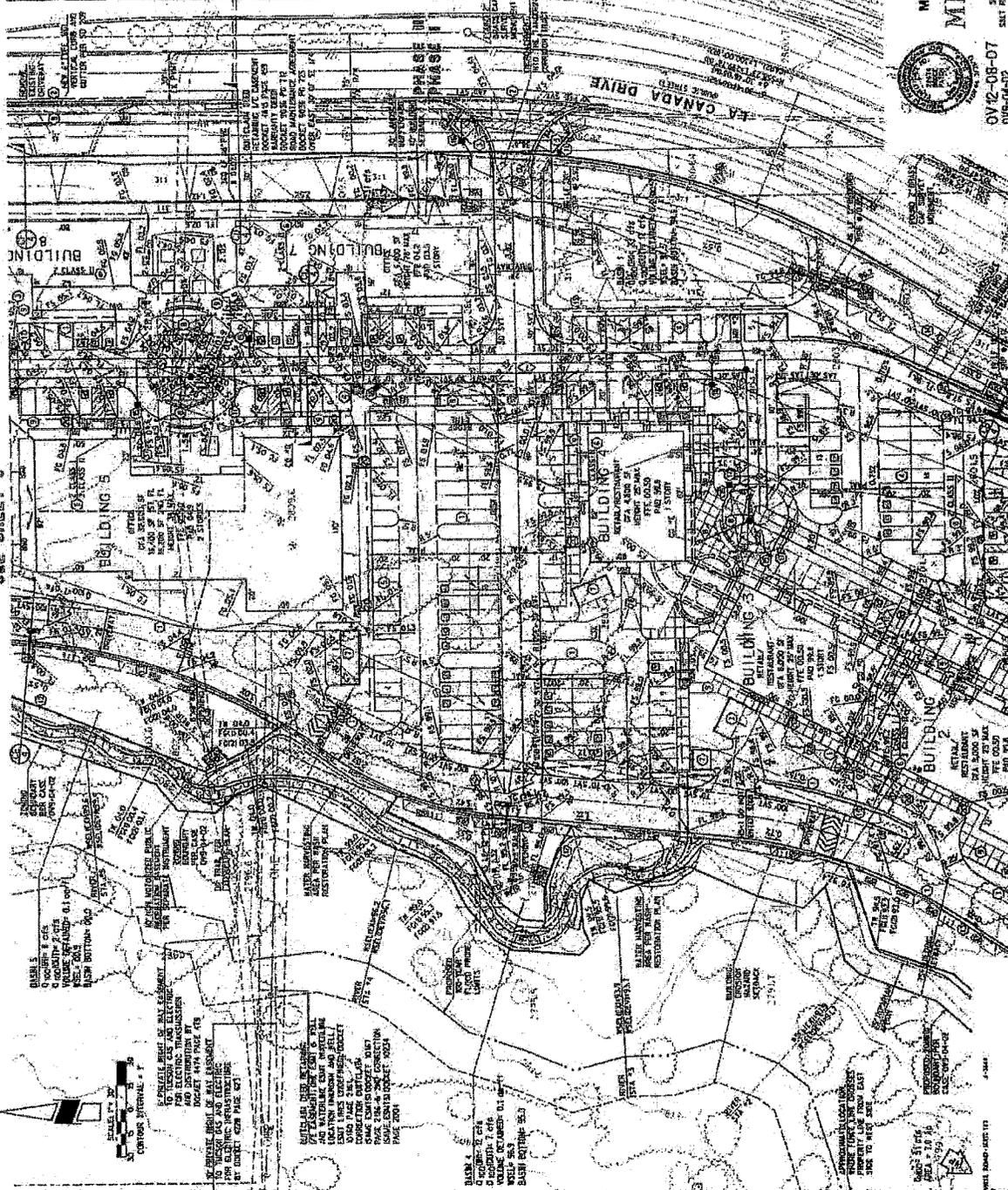
DATE: NOVEMBER 11, 2009 SCALE: 1"=50'
 SHEET 6 OF 11
 CONDOLE INTERVIEW

DATE: NOVEMBER 11, 2009 SCALE: 1"=50'
 SHEET 6 OF 11
 CONDOLE INTERVIEW



KEYNOTES

- 1. HES 6" TYPE 2 VERTICAL CURB PER 50 200 (11/9)
- 2. SIX SIX AT 1' MINIMUM ABOVE EXIST CURB AND PARALLEL TO EXISTING, TYPICAL AND 20' MIN. FROM PROPERTY TO EXIST PAVEMENT
- 3. CURB ACCESS ROAD PER 50 200 WITH THICKENED CURB PER 50 200 BARRICADES (11/9)
- 4. STANDARD WALKING SPACE 11'0" W/ 1/2" OVERLAP AT 2' SPACING (11/9)
- 5. COVERED PARKING PER ARCHITECTURAL PLANS
- 6. BICYCLE PARKING PER ARCHITECTURAL PLANS
- 7. TRASH ENCLOSURE W/ 2' CLEARANCE FROM WALL AND SELF-CLOSING SELF-LATCHING GATE PER (11/9)
- 8. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 9. CONCRETE SIDEWALK PER 50 200 (11/9)
- 10. PEDESTRIAN CROSSWALK (11/9)
- 11. 8" x 11" SIGN
- 12. RETURNING WALL FOR PERIPHERAL AND STRUCTURAL PURPOSES (11/9)
- 13. SECURITY BARRIER (11/9)
- 14. EXISTING FENCE TO BE REMOVED
- 15. PROPOSED DOMESTIC WATER SERVICE (11/9)
- 16. PROPOSED SEWER SERVICE (11/9)
- 17. PROPOSED FIRE HYDRANT
- 18. SCOPED SMALL SITE LANDSCAPE PLAN
- 19. TYPE 1 CONCRETE SIDEWALK SCAFFOLD PER 50 200
- 20. TYPE 2 SIDEWALK SCAFFOLD PER 50 200
- 21. TYPE 3 SIDEWALK SCAFFOLD PER 50 200
- 22. TYPE 4 SIDEWALK SCAFFOLD PER 50 200
- 23. TYPE 5 SIDEWALK SCAFFOLD PER 50 200
- 24. TYPE 6 SIDEWALK SCAFFOLD PER 50 200
- 25. TYPE 7 SIDEWALK SCAFFOLD PER 50 200
- 26. TYPE 8 SIDEWALK SCAFFOLD PER 50 200
- 27. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 28. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 29. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 30. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
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- 34. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
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- 44. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 45. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 46. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 47. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 48. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 49. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)
- 50. 2" x 4" SP. PARALLEL ROAD WITH 1/2" OVERLAP (11/9)



MASTER DEVELOPMENT PLAN FOR
MILLER RANCH

BEING A PORTION OF THE CONTRACT QUANTIFY OF SECTION 34, TOWNSHIP 10 NORTH, RANGE 10 EAST, GLEA 1, SET BY AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF CALIFORNIA, DATED 11/11/09.

DATE: NOVEMBER 11, 2009 SCALE: AS SHOWN
 0V12-08-07
 0V19-04-02

SHEET 7 OF 11

UNAPPROVED
 01-11-10

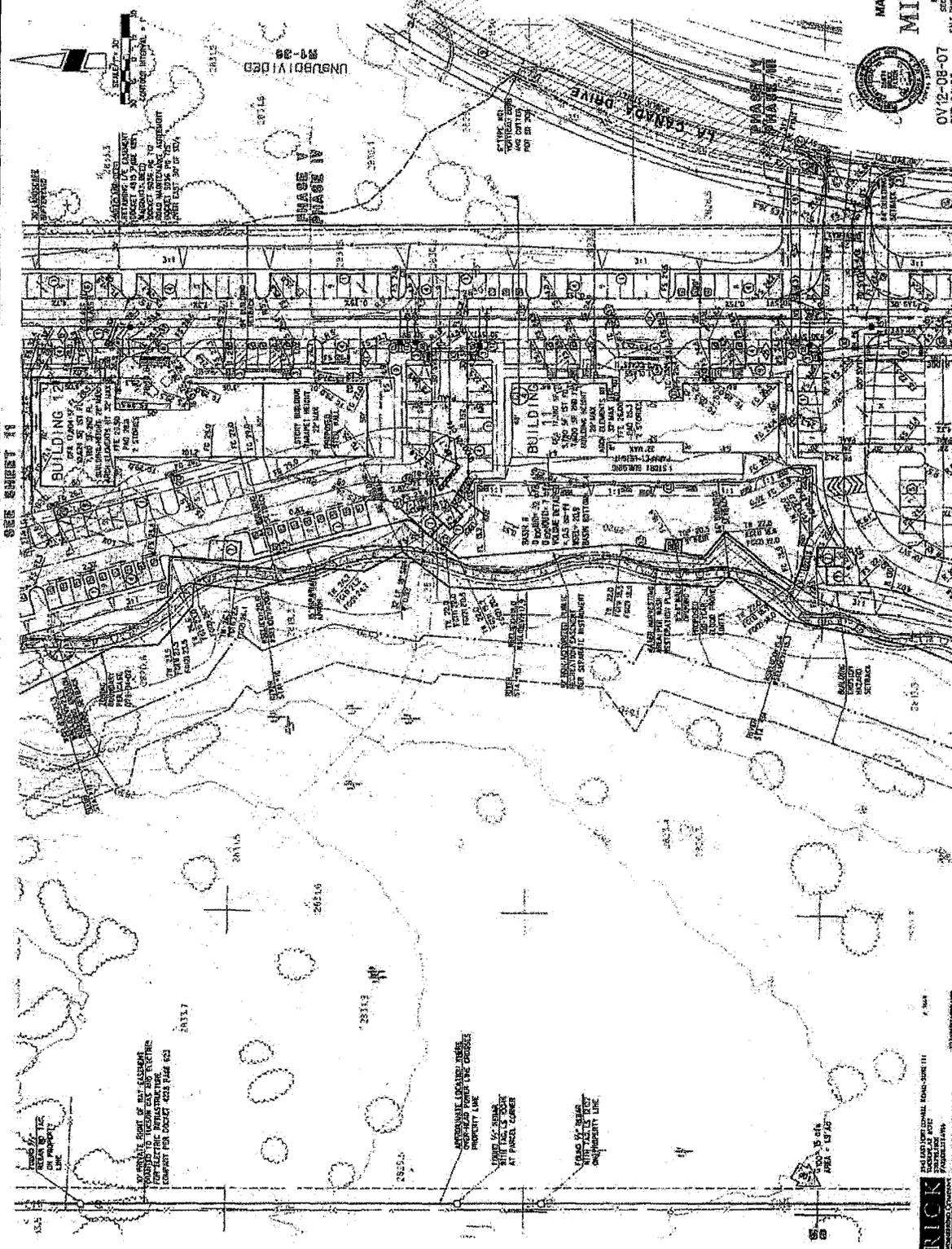
UNAPPROVED
 01-11-10



REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 No. 10000
 State of California
 Rick Construction, Inc.
 10000
 State of California

KEYNOTES

- 1 NEW 4" TYPE 2 VERTICAL CURB PER SD 300 (TYP)
- 2 CAN CUT 15' TYPICAL SPACING, CHECK CURB AND PAVEMENT TO DETERMINE, TACK AND JOINT PER PAVEMENT TO DETERMINE
- 3 CURB ACCESS RAMP PER SD 300 WITH TYPICAL SLOPES PER SD 300 STANDARDS (TYP)
- 4 STANDING PAVING SPACE, TYPE 2, 4" W/ 4" OVERLAP OF 3" TYPICAL DETAIL (TYP)
- 5 OPENED PAVING PER ARCHITECTURAL PLAN
- 6 RECYCLE PAVING PER DETAIL (TYP)
- 7 TRUSS EXCLUSIVE W/ 2" SPACER WALL AND SELF-CLOSING SELF-LATCHING GATE PER CIVIL (TYP)
- 8 12" x 24" PARALLEL IRON OF 4" SPACING (TYP)
- 9 CONCRETE REINFORCE PER SD 300 (TYP)
- 10 REINFORCE CONCRETE (TYP)
- 11 12" x 12" IRON
- 12 RETAINING WALL PER ARCHITECTURAL AND STRUCTURAL DRAWINGS (TYP)
- 13 SECURITY BARRIER (TYP)
- 14 EXISTING FENCE TO BE REMOVED
- 15 REMOVED MECHANICAL WATER SERVICE (TYP)
- 16 PROPOSED IRRIGATION SERVICE (TYP)
- 17 PROPOSED 4" TYP. SERVICE (TYP)
- 18 PROPOSED FIRE HYDRANT
- 19 TYPE 1 CONCRETE SIDEWALK SLOPPERS PER SD 300
- 20 TYPE 2 SIDEWALK SLOPPERS PER SD 300
- 21 TYPE 4 SPLIT CATCH BASIN W/ 1' 6" - 1' 8" PLATE PER SD 300 W/ FIRST FLUSH TREATMENT UNIT PER SD 300
- 22 TYPE 4 DOUBLE CATCH BASIN W/ 2' 0" - 2' 6" PLATES PER SD 300 W/ FIRST FLUSH TREATMENT UNIT PER SD 300
- 23 TYPE 4 DOUBLE CATCH BASIN W/ 2' 0" - 2' 6" PLATES PER SD 300 W/ FIRST FLUSH TREATMENT UNIT PER SD 300
- 24 TYPE 4 UNBYPASSED CATCH BASIN W/ 2' 0" - 2' 6" PLATES PER SD 300 W/ FIRST FLUSH TREATMENT UNIT PER SD 300
- 25 TYPE 4 UNBYPASSED CATCH BASIN W/ 2' 0" - 2' 6" PLATES PER SD 300 W/ FIRST FLUSH TREATMENT UNIT PER SD 300
- 26 TYPE 4 UNBYPASSED CATCH BASIN W/ 2' 0" - 2' 6" PLATES PER SD 300 W/ FIRST FLUSH TREATMENT UNIT PER SD 300
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- 31 12" x 12" IRON
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- 37 12" x 12" IRON
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- 100 12" x 12" IRON



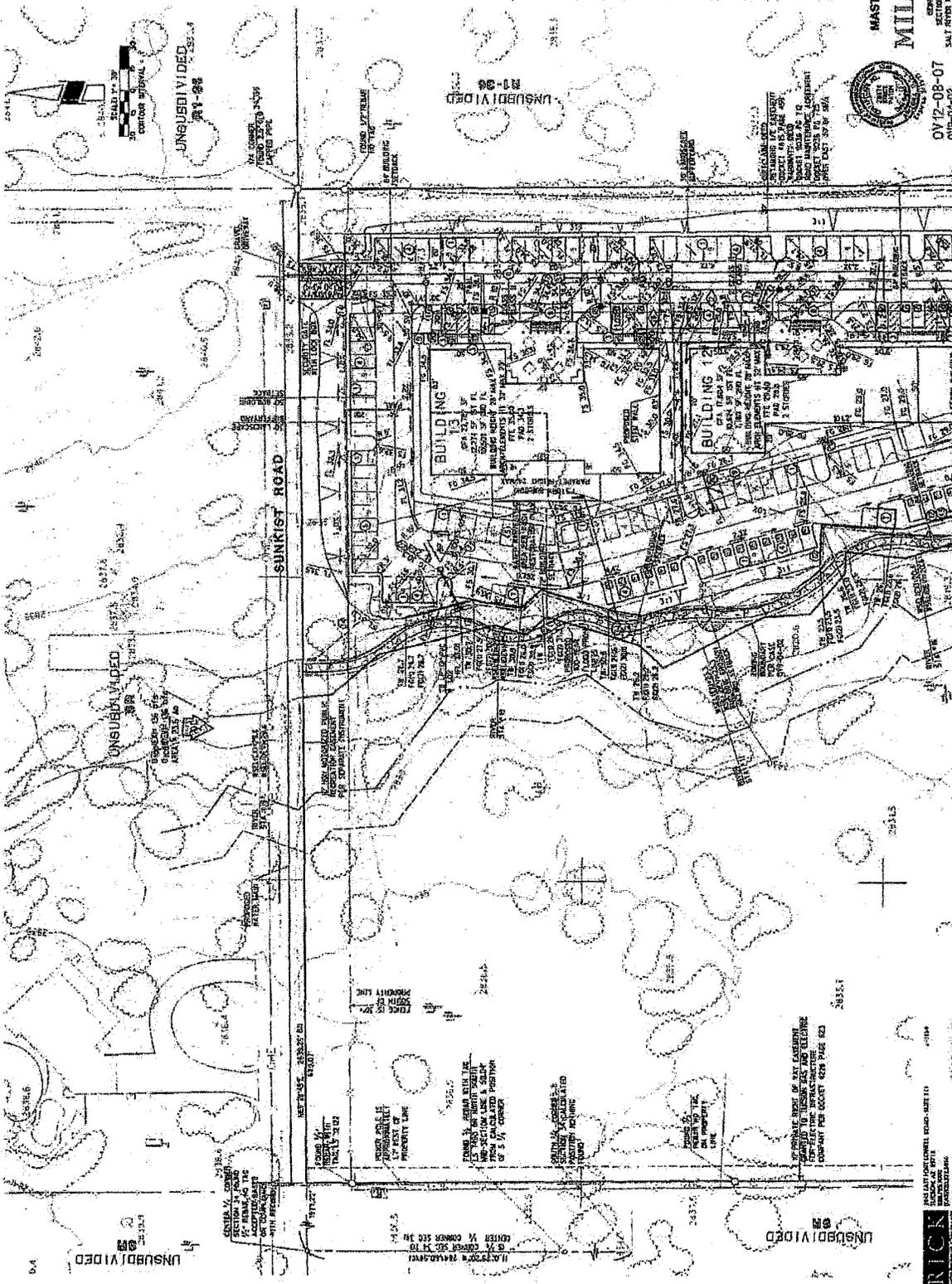
MASTER DEVELOPMENT PLAN FOR
MILLER RANCH
 Being a portion of the southwest quarter of
 section 16, township 35N, range 12E, county of Maricopa,
 state of Arizona.
 DATE: NOVEMBER 11, 2009
 SHEET 10 OF 11



DATE: NOVEMBER 11, 2009
 SHEET 10 OF 11
 3042-0209

KEYNOTES

1. 1/4" = 1' HORIZONTAL SCALE PER 50' 200 (1/4")
2. 1/4" = 1' VERTICAL SCALE PER 50' 200 (1/4")
3. 1/4" = 1' HORIZONTAL SCALE PER 50' 200 (1/4")
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**MASTER DEVELOPMENT PLAN FOR
MILLER RANCH**

DATE: NOVEMBER 17, 2009
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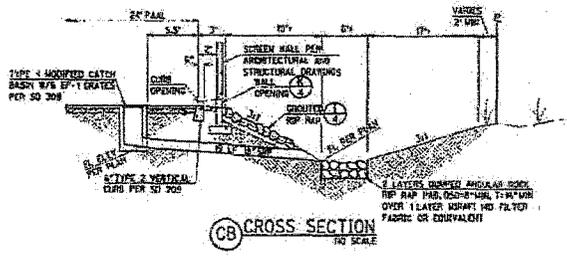


OV12-08-07
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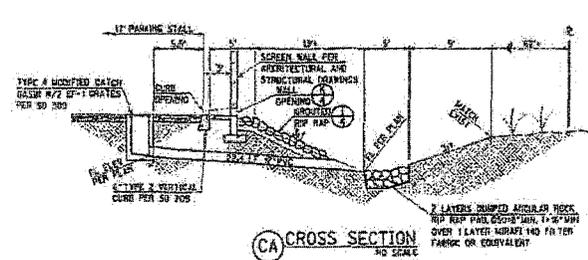
DATE: NOVEMBER 17, 2009
 SHEET 11 OF 11



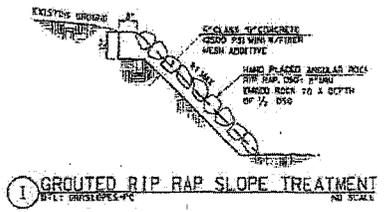
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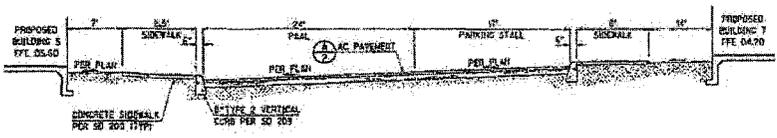
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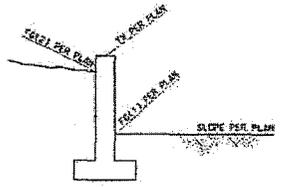
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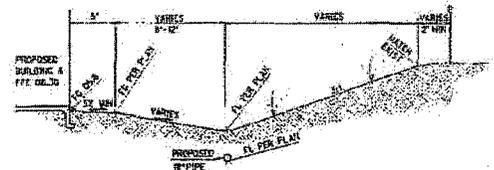


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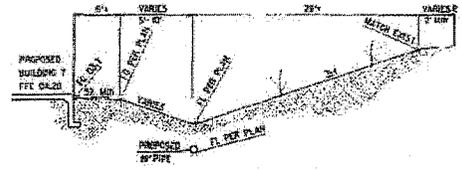


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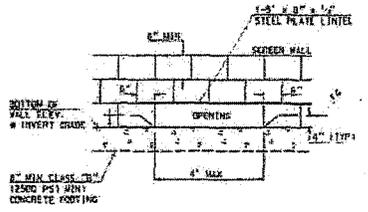
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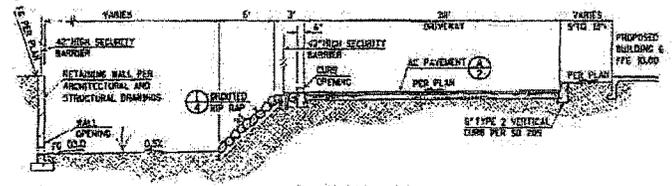
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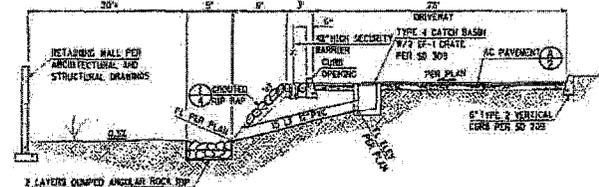
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DEVELOPMENT PLAN FOR
MILLER RANCH
PHASE I - COMMERCIAL CENTER &
PHASE II - TECH PARK

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 13 EAST, GILA & SALT RIVER MERIDIAN, TOWN OF DOW VALLEY, PIMA COUNTY, ARIZONA.

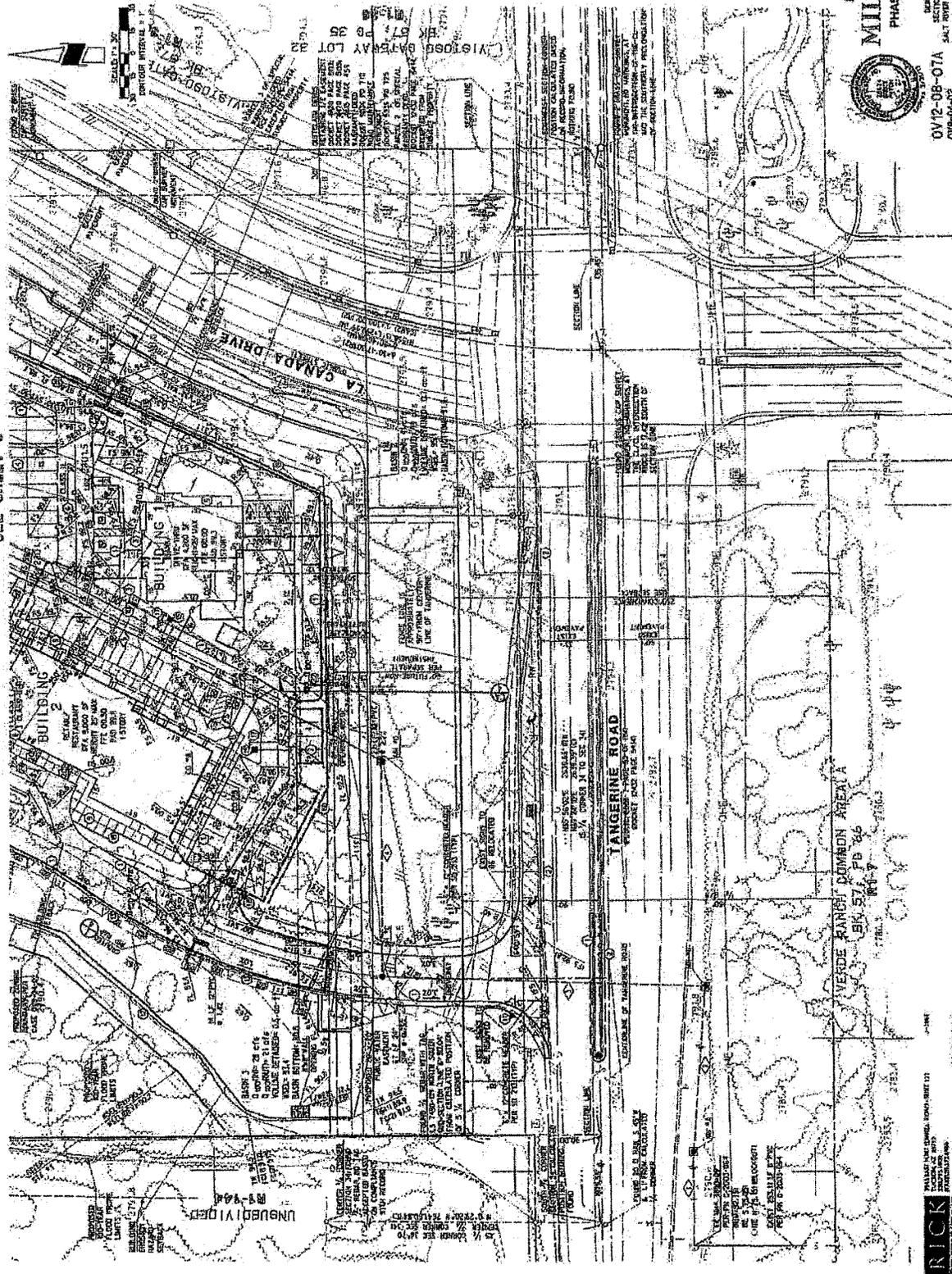
DATE: NOVEMBER 17, 2009 SCALE: N/A SHEET 4 OF 7

RICK
PLANNING & ENGINEERING
1100 N. ALBUQUERQUE BLVD. SUITE 100
MESA, AZ 85201
PH: 480.941.1111
WWW.RICKPLANNING.COM

KEYNOTES

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SEE SHEET 6



**DEVELOPMENT PLAN FOR
MILLER RANCH
PHASE II - TECH PARK**



DATE: NOVEMBER 17, 2005
 0V12-08-07A
 0V9-04-02
 SECTION 2A, TANGIERE II, COUNTY OF SALT LAKE, UTAH
 SECTION 2A, TANGIERE II, COUNTY OF SALT LAKE, UTAH
 DATE: NOVEMBER 17, 2005
 0V12-08-07A
 0V9-04-02



RICK
 1000 WEST 1000 SOUTH, SUITE 101
 SALT LAKE CITY, UTAH 84119
 (801) 466-1000
 WWW.RICKENGINEERS.COM



SENT VIA EMAIL
mmichels@orovalleyaz.gov

August 6, 2014

Mr. Matthew Michels, AICP
TOWN OF ORO VALLEY
11000 North La Canada Drive
Oro Valley, AZ 85737

SUBJECT: MILLER RANCH COMMERCIAL CENTER
OV12-08-07 – MASTER DEVELOPMENT PLAN, AND
OV12-08-07A – PHASE I – COMMERCIAL CENTER AND
PHASE II – TECH PARK DEVELOPMENT PLAN
REC JN 3668

Dear Matt:

The Master Development Plan and Phase I & II Development Plan for Miller Ranch Commercial Center and the Tech Park were scheduled to expire on July 21, 2014. Due to the hardship with the economy down turn and low development activity, on behalf of the owner, DESCO Southwest LLC, we respectfully request for extensions of the two plans.

Please let us know the required fee for the plan extension and we will request the check and submit to your office.

If you have any questions or require additional information, please do not hesitate to call our office. Thank you for your attention to this matter.

Sincerely,

RICK ENGINEERING COMPANY, INC.

A handwritten signature in blue ink, appearing to read "Tri H. Miller", is written over the typed name.

Tri H. Miller, P.E.
Principal Project Manager

THM:cj H:\3668 - Miller Ranch\3668 DP Extension Request Letter - Revised 08.06.2014.doc



Town Council Regular Session

Item # **G.**

Meeting Date: 09/03/2014

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-43, authorizing and approving an Intergovernmental Agreement (IGA) among the parties that form the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA), a law enforcement task force. CNA members include: Tucson Police Department, Arizona Department of Public Safety, University of Arizona Police Department, Oro Valley Police Department, Marana Police Department and Sahuarita Police Department

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Subsequent to Council approval on April 16, 2014, of the previously submitted IGA, the Oro Valley Police Department received notice on June 20th that changes were necessary to the 'Hold Harmless Clause' section XVII (please see Attachment 3 for original and revised clause).

A request is being made to enter into a revised IGA between the Tucson Police Department and the Town of Oro Valley, as well as the Arizona Department of Public Safety, University of Arizona Police Department, Marana Police Department, and Sahuarita Police Department to form a law enforcement task force known as CNA.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-43, authorizing and approving an Intergovernmental Agreement among the parties that form the Pima County/Tucson Metropolitan Counter Narcotics Alliance.

Attachments

(R)14-43 Pima County/Tucson Metropolitan CNA

Revised CNA IGA

Original & Revised "Hold Harmless Clause"

RESOLUTION NO. (R)14-43

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 MEMBER AGENCIES THAT FORM THE PIMA COUNTY/TUCSON METROPOLITAN COUNTER NARCOTICS ALLIANCE (CNA)

WHEREAS, pursuant to A.R.S. § 9-240 (B)(12), the Town of Oro Valley is authorized to establish and maintain the Oro Valley Police Department; and

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 wishes to enter into an agreement with Pima County and other member agencies for the participation and administration of a multi-agency drug task force in the Pima County and Tucson metropolitan areas to ensure that drug enforcement is conducted in a concerted effort among law enforcement members in order to maximize available resources; 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 the reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents of the Town of Oro Valley.

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 the member agencies of the Pima County/Tucson Metropolitan Counter Narcotics Alliance (CNA) to ensure that drug enforcement be conducted in a concerted effort among law enforcement members in order to maximize available resources is hereby approved.

BE IT FURTHER RESOLVED that the Chief of Police of the Town Oro Valley is 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 3rd day of September, 2014.

TOWN OF ORO VALLEY, ARIZONA

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
TUCSON POLICE DEPARTMENT, ARIZONA DEPARTMENT OF PUBLIC SAFETY,
UNIVERSITY OF ARIZONA POLICE DEPARTMENT, ORO VALLEY POLICE DEPARTMENT,
MARANA POLICE DEPARTMENT, SAHUARITA POLICE DEPARTMENT
AND
PIMA COUNTY/TUCSON METROPOLITAN COUNTER NARCOTICS ALLIANCE (CNA)

This intergovernmental Agreement (hereinafter "IGA") is entered into pursuant to A.R.S. § 11-952 by and between the parties that form the Pima County/Tucson Metropolitan Counter Narcotics Alliance (hereinafter "CNA") a law enforcement task force. CNA members include: Tucson Police Department, Arizona Department of Public Safety, University of Arizona Police Department, Oro Valley Police Department, Marana Police Department and Sahuarita Police Department.

RECITALS

Whereas, the City of Tucson, the State of Arizona, The University of Arizona, the Arizona Board of Regents, the Town of Oro Valley, the Town of Marana, and the Town of Sahuarita, pursuant to A.R.S. § 13-3872, and in accordance with the provisions of A.R.S. Title 11, Chapter 7, Articles 3, and as authorized by appropriate action of the governing body for each party, desire to enter into this mutual agreement on behalf of these law enforcement agencies.

Whereas, the City of Tucson is empowered by Tucson Charter Chapter X, Section 7, to maintain a Police Department of the purposes stated herein and is authorized to contract by Tucson Charter Chapter IV, Section and

Whereas, the Arizona Department of Public Safety is empowered by A.R.S. § 41-1712 to maintain a narcotics enforcement and criminal investigation division, and

Whereas, the Arizona Board of Regents is empowered by to A.R.S. § 15-1627 (F) to maintain the University of Arizona Police Department for the purposes stated therein and by A.R.S. § 15-1625 to enter into contracts on behalf of the University of Arizona Police Department and

Whereas, the Town of Oro Valley is empowered by A.R.S. Title 9 to contract and by A.R.S. § 9-240 (B) (12) to maintain the Oro Valley Police Department for the purposes stated therein, and

Whereas, the Town of Marana is empowered by A.R.S. Title 9 to contract by A.R.S. § 9-240 (b) (12) to maintain the Marana Police Department for the purposes stated therein, and

Whereas, the Town of Sahuarita is empowered by to A.R.S. Title 9 to contact and by A.R.S. § 9-240 (B) (12) to maintain the Sahuarita Police Department for the purposes stated therein and

Whereas, implementation of this IGA will substantially further the public safety, health, and welfare:

Now THEREFORE, the parties do hereby agree as follows:

DEFINITIONS

- A. "Party" means each of the governmental entities that have executed this agreement.
- B. "Chief Law Enforcement Officer" means that the person who is a "department of agency head with peace officer jurisdiction, or his duly authorized representative, having the primary responsibility for law enforcement within the jurisdiction or territory," as such phrase is used in A.R.S. § 13-3871, whether designated by appointment or election.
- C. "CNA" means the Pima County/Tucson Metropolitan Counter Narcotics Alliance. The governmental entities making up CNA are the City of Tucson, the State of Arizona, the Arizona Board of Regents, the University of Arizona, the Town of Oro Valley, the Town of Marana, the Town of Sahuarita, and the United States Government.

AGREEMENT

I. Purpose

The purpose of establishing CNA is to insure that drug enforcement in the Pima County and Tucson Metropolitan area will be conducted in a concerted effort among its law enforcement members, in order to maximize available resources. Enforcement activities will be addressed from the street to the international levels through cooperative interrelated drug and anti-terrorism efforts by sharing resources and intelligence in the successful interdiction of illegal narcotics.

II. Obligations of the Parties

- A. The objectives to be accomplished by CNA through the formation of this IGA in the Pima County/Tucson Metropolitan area include:
 - 1. Reducing the rate of crime associated with drug trafficking and drug use.
 - 2. Implementing strategies that will serve to interdict the availability, shipment and flow of illicit narcotics, and the monetary profits of those activities.
 - 3. Employing investigative and enforcement strategies that target offenders, locations and organizations involved in illicit narcotic activities.
 - 4. Utilizing intelligence driven law enforcement planning to coordinate and maximize the collaborative resources available through our member agency's joint participation.
 - 5. Working towards the reduction in demand, availability, and chronic use of illicit narcotics.

B. Jurisdiction

The Chief Law Enforcement Officers of each of the parties hereto individually consent to the extension of peace authority into their jurisdiction of territory by the peace officers assigned to CNA by the Chief Law Enforcement Officers of other parties, in accordance with the provisions of A.R.S. § 13-2872. Nothing in this agreement shall be construed as either limiting or extending the lawful jurisdiction of any of the parties, other than as expressly set forth herein.

C. PLANNING AND ADMINISTRATION

1. CNA will be governed by a Policy Board composed of participating law enforcement members that has a final decision making authority over CNA's policies and operations. This includes the following:

a. Establishing policies for selecting cases to be investigated. The policies formed shall be used to allocate, focus and manage CNA's resources, and to provide oversight on investigation.

b. Retaining the right to disburse forfeited funds and real property to member agencies of CNA, or to CNA's Anti-Racketeering Fund held and managed by the Pima County Attorney's Office, pursuant to the provisions of A.R.S. § 13-2314 and to 13-2315, with the exception of any forfeiture generated by participating Federal Jurisdictions.

c. Oversight of forfeiture investigation and analysis conducted by the Financial Remedies & Property Management Units assigned to CNA and administered by the Tucson Police Department.

2. Membership of the Policy Board

a. The policy board will consist of the Chief Law Enforcement Officer of the agency sitting on the board or, in the case of Federal agencies, the head of the Tucson office. The lead agencies will include: Tucson Police Department, Arizona Department of Public Safety, Drug Enforcement Administration and Homeland Security Investigations. Additional agencies, herein also referred to as "participating jurisdiction members" will include, but not limited to, The University of Arizona, Marana Police Department, Oro Valley Police Department and the Sahuarita Police Department.

b. Additional law enforcement agencies may be considered for participation in CNA with final decision making for their acceptance on the Board retained by the current Policy Board members at the time a request is made.

c. Each member of the Policy Board has an equal vote including the lead and participating member agencies. The agency representing the participating jurisdictions will have the right to represent and vote on the behalf of all other participating jurisdiction members.

d. A single Policy Board member selected from among the ranks of the participating jurisdiction members shall represent all participating jurisdiction members on the Policy Board.

1. After the term of one year, a vote will be taken annually by the Policy Board to elect the next participating jurisdiction member representative. The Policy Board retains the right to re-elect the individual serving as the representative of the participating jurisdiction members for multiple terms.

2. The Chief Officer of each law enforcement agency, including lead and participating jurisdiction members, may appoint a designee to fill the Chief's position on the Policy Board. A designee may exercise the appointing Chiefs' voting rights.

3. Both the Policy Board Chairperson and Vice-Chairperson positions can be rotated among the lead sponsoring agencies. The terms of these positions shall not exceed one year. At the end of each year served, the Policy Board will select and vote upon the individuals from the lead sponsoring agencies to assume these positions. The Policy Board retains the right to re-elect individuals to serve in these positions for multiple terms.
4. A quorum of three-quarters is sufficient to vote upon a policy and take Board action.
5. The Policy Board meets on a regular schedule that is agreed upon by the Board members. CNA's Commander is responsible for making quarterly or regularly scheduled reports to the Board on CNA's operational and budget activities.
6. Minutes are kept of all meetings, and members are notified in advance of scheduled meeting dates.

D. OPERATIONAL COMMAND

1. Operational command of the CNA is currently the responsibility of the Tucson Police Department. The Tucson Police Department assigns a Police Captain to command CNA. This individual is responsible to the Policy Board for carrying out approved policy.
2. CNA commanders serve a term of three years and may be appointed from the Tucson police Department or the Arizona Department of Public Safety.
3. With the approval of the selected agency (or agency with a Commander in place), the Policy Board will select the agency that is to provide the commander.

E. PROJECT ADMINISTRATION AND REPORTING

1. Responsibilities of CNA and City of Tucson Police Department include:
 - a. Grants and Reimbursements: The Tucson Police Department is responsible for contract administration, equipment purchases, grant and funding source reports. Submission of financial grant and funding reports is the responsibility of the Tucson Police Department. CNA is responsible for the annual High Intensity Drug Trafficking Area (HIDTA) and Arizona Criminal Justice Commission (ACJC) grant applications including budget requests. The monthly, quarterly and annual performance measurement statistical reports required by the HIDTA and ACJC grant administrators is the responsibility of CNA.
 - b. Provision of Documentation: The Tucson Police Department establishes requirements for the provisions of documentation necessary to reimburse participating agencies for personnel, equipment and all other operating expenditures. This responsibility includes ensuring that all grant-funded expenditures comply with the Federal guidelines for the HIDTA and ACJC grants.
 - c. Financial Systems Management Procurement: CNA will approve and manage all of its operating expenditures directly through the City of Tucson financial system and be responsible for the following tasks.
 1. CNA staff will coordinate with the City of Tucson budget, finance and purchasing departments to outline methods that are in the best interest of both parties to process and pay for CNA purchases and expenses.

2. CNA staff will enter and manage input of all operating expenses in the City of Tucson's financial systems.

3. Staff will follow all guidelines set forth by the City of Tucson for the preparation and management of its finances on the software and web-based systems utilized by the city's budget and finance departments.

4. CNA staff will follow all guidelines set forth by the City of Tucson purchasing department for the preparation and processing of purchase orders, vendor contracts, P-card payments and any other purchases made on behalf of CNA by accessing City of Tucson purchasing software and associated financial systems.

5. CNA members will obtain internal approvals from CNA staff for payment of expenditures. Originals or copies of all reimbursement requests from its lead and participating jurisdiction members to agencies, including grant funded personnel expenses made to HIDTA and ACJC, that are sent to CNA for approval and processing.

6. The City of Tucson will issue checks for expenses incurred by CNA vendors, CNA's participating agencies, and any and all other entities requesting payment.

7. CNA will make monthly or quarterly reimbursement requests directly to the Pima County Attorney's Office (PCAO) to re-fund the City of Tucson for the expenses itemized in section 6.2.d. Reimbursement checks will be issued by PCAO, sent to CNA, and then forwarded by CNA to the City of Tucson finance department.

2. Responsibilities of the City

a. Review and provide financial guidance and assistance for CNA as provided for other participating agencies and entities with the City's financial system.

b. Process, enter or forward all invoices for payments to CNA for internal approvals.

c. Provide CNA with budget reports for its expenses and the necessary planning documents for budget preparations.

d. Provide assistance with purchase orders and purchase processes through the City as needed.

3. Responsibility of Agencies Submitting Reimbursement Requests to CNA

a. Starting July 1, 2013, 2 copies of any requests for grant and personnel (salary, overtime, overtime ERE) reimbursements are required. If only one copy is submitted, CNA will return it to the submitting party and request that 2 copies be forwarded to CNA. CNA reserves the right to revise the number of copies and paperwork required by agencies and other entities submitting reimbursement requests as CNA'S financial documentation policies change.

b. Any travel or training attended on behalf of CNA will be planned and paid for through CNA or the employee's home agency. When these expenses are incurred by a home agency, said agency must submit a reimbursement

request to CNA. CNA staff will process the reimbursement to the submitting agency and request a check for payment of these expenses from PCAO.

F. STAFF

1. CNA includes staff from grant-funded and non-grant funded sources. Positions allocated to CNA from state or local member agencies shall be assigned by the Policy Board with the goal of encouraging and maintaining a multi-jurisdictional staff. Grant funded positions are not allocated to federal agencies.

2. Personnel selected to fill grant-funded positions are chosen in accordance with federal affirmative action guidelines. Agencies providing grant funded employees pay the salaries and fringe benefits for said employees and submit documentation as required by the Tucson Police Department for the BYRNE Grant and as required by the Administrators of the HIDTA Grant for reimbursement of these personnel expenses. Agencies receiving grant funds agree to preserve and make available all salary and fringe benefit records for a period of five (5) years from the date of final payment, or for a longer period of time if required by state or Federal regulation. Agencies providing grant funded positions are not using these positions to supplant currently budgeted positions.

3. Overtime and overtime employee related expenses incurred by a staff member will be funded by CNA from its Anti-Racketeering account. Lead and participating jurisdiction member agencies must prepare and submit to CNA reimbursement requests for processing and payment of these expenses.

G. PROVISIONS OF EQUIPMENT AT TERMINATION OF IGA BY ALL PARTICIPATING MEMBERS.

Upon termination of the IGA and disbandment of CNA equipment purchases, including vehicles, made with its Anti-Racketeering funds managed by Pima County Attorney's Office, shall be disbursed in accordance with Federal and state guidelines at the time this agreement is ended. The Policy Board will retain the right to disburse existing equipment, including vehicles, to its participating agencies. The agencies requesting the equipment/vehicles must provide the Tucson Police Department and the City of Tucson with written assurance that said equipment, and vehicles, will be used in the criminal justice system. If equipment used by CNA was supplied by one of its member agencies, said equipment will be returned to that agency.

H. UNAVAILIBILITY OF FUNDING

Every payment obligation of CNA's participating agency members 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, this Agreement may be terminated by an agency member. In the event this provision is exercised, an agency member shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

III. TERM

This IGA shall be for an initial term of five (5) years, effective upon the adoption of a fully executed agreement by all parties. The parties shall have the option to extend the term of this IGA for two (2) additional five (5) year periods. Any modification or time extension of this IGA shall be by formal written amendment executed by parties hereto.

IV. TERMINATION

A. Any party may terminate its participation in this Agreement by giving not less than a 60-day written notice to the other parties. In the event of such termination, each party shall retain possession of its separately owned equipment and property. Any party, whose participation in the Agreement is terminated for any reason, shall return to CNA equipment and vehicles purchased with CNA grant or Anti-Racketeering funds.

B. The CNA Policy Board reserves the right to request termination of this Agreement with a participating member if that member violates the policy guidelines set forth by the CNA Board. A vote of the other Board members will be taken to determine if a consensus exists for requesting the termination.

C. This IGA is subject to cancellation by the parties pursuant to A.R.S. § 38-511.

V. NON-ASSIGNMENT

None of the parties to this Agreement shall assign its rights under this Agreement to any other party without written permission from the Policy Board.

VI. CONSTRUCTION OF AGREEMENT

A. Entire agreement. This instruction constitutes the entire agreement between all parties herein pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral, or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.

B. Amendment. This Agreement may be extended, modified, amended, altered, or changed only by written agreements signed by all parties.

C. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.

D. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

E. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of another party in attempt to reach an agreement on a substitute provision.

VII. LEGAL JURISDICTION

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of any existing CNA member.

VIII. NO JOINT VENTURE

It is not intended by this agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the members and CNA. None of the parties shall be liable for neither any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security income taxes for itself or any of its employees.

IX. RESERVED

X. LIMITATION OF LIABILITY AND COMPLIANCE WITH LAWS

Each party will comply with the human relations provisions of its respective agency and all parties shall comply with all applicable Federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

A. Anti-Discrimination. The provisions of A.R.S. § 41-1463. Executive Order Number 99-4 issued by the Governor of the State of Arizona, and Tucson City Code § 28-138 are incorporated by this reference as a part of this Agreement.

B. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-366. 42 U.S.C 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

C. For the purposes of worker's compensation, an employee of a party to this agreement, who worked under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular intergovernmental agreement for mutual aid law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section. Each party herein shall comply with provision of A.R.S. § 23-1022(E) by posting the public notice required.

1. Except for the purpose of worker's compensation as noted in the preceding paragraph of this section, each party shall be solely responsible and liable for claims, demands, or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this agreement. Each party shall have the right of contribution against the other parties with respect to tort liability judgments should multiple parties under this agreement be found liable. This right of contribution shall not apply to any settlement or demand and each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this agreement. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this agreement liability insurance. The parties may fulfill their obligations by programs of self-insurance providing protection.

D. Immigration. Pursuant to the Governor's Executive Order 2005-30, the parties agree to comply with all applicable federal immigration laws and regulations.

E. Each party agrees to be solely responsible for any expense resulting from industrial insurance by its employees incurred as a result of operations under this agreement.

F. CNA will assume sole responsibility for compliance with Internal Revenue Service and outside local, state and federal regulations. Said compliance will relate to all laws and guidelines set forth by any governing entity, especially regarding CNA financials. The City of Tucson will not assume any liability for non-conformance or penalties related to governance of CNA's budgeting and financial practices.

G. Reserved.

H. Non-Discrimination Language. The Parties agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. 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 https://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into the 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 and national origin.

XI. ARBITRATION

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

XII. WAIVER

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

XIII. FORCE MAJEURE

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

XIV. METHOD OF EXECUTION

This agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

XV. NOTIFICATION

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

City of Tucson
City Manager
City Hall Tower
255 West Alameda Street, 10th Floor
Tucson, AZ 85701

Tucson Chief of Police
Tucson Police Department
270 South Stone Avenue
Tucson, AZ 85701

Director
AZ Department of Public Safety
PO Box 6638
Phoenix, AZ 85005

Deputy County Attorney
Pima County Attorney's Office
32 N. Stone Avenue
Tucson, AZ 85701

University of Arizona
Sponsored Projects Services
PO Box 210158, Room 510
Tucson, AZ 85721-0158

Marana Chief of Police
Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653

Oro Valley Chief of Police
Oro Valley Police Department
11000 North LaCanada Drive
Oro Valley, AZ 85737

Sahuarita Chief of Police
Sahuarita Town Police Department
315 W. Sahuarita Center Way
Sahuarita, AZ 85629

XVI. REMEDIES

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

XVII. HOLD HARMLESS CLAUSE

Each party shall be responsible for liabilities from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees of any kind of nature arising out of CNA or its participating member agencies. Each party, (individually, an "Indemnitor") agrees to indemnify, defend, and hold harmless each other party (individually, an "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 applicable Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers."

Parties to This Agreement
City of Tucson
Municipal Corporation

Mayor Date

ATTEST:

City Clerk Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

City of Tucson Attorney Date

City Manager Date

Parties to This Agreement
State of Arizona

ATTEST:

Governor Date

Assistance Secretary of State Date

Assistance Secretary of State Date

Arizona Board of Regents
On behalf of the University of Arizona

ATTEST:

University of Arizona
Office of Research & Contract Analysis

Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

Counsel, Arizona Board of Regents

Date

Parties to This Agreement
Town of Oro Valley
Municipal Corporation

ATTEST:

Mayor Date

Town Clerk Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

Town of Oro Valley Attorney Date

Parties to This Agreement
Town of Marana

ATTEST:

Mayor Date

Town Clerk Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

Town of Marana Attorney Date

Parties to This Agreement
Town of Sahuarita

ATTEST:

Mayor Date

Town Clerk Date

Reviewed And Approved As To Form:

Pursuant to A.R.S. § 11-952, the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form, and is within the powers and authority granted under the laws of this State.

Sahuarita Town Attorney Date

Revised

* "Hold Harmless Clause"

Oro Valley Chief of Police
Oro Valley Police Department
11000 North LaCanada Drive
Oro Valley, AZ 85737

Sahuarita Chief of Police
Sahuarita Town Police Department
315 W. Sahuarita Center Way
Sahuarita, AZ 85629

XVI. REMEDIES

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

*

XVII. HOLD HARMLESS CLAUSE

Each party shall be responsible for liabilities from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees of any kind of nature arising out of CNA or its participating member agencies. Each party, (individually, an "Indemnitor") agrees to indemnify, defend, and hold harmless each other party (individually, an "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 applicable Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers."

Original

* "Hold Harmless Clause"

Oro Valley Chief of Police
Oro Valley Police Department
11000 North LaCanada Drive
Oro Valley, AZ 85737

Sahuarita Chief of Police
Sahuarita Town Police Department
315 W. Sahuarita Center Way
Sahuarita, AZ 85629

XVI. REMEDIES

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

XVII. HOLD HARMLESS CLAUSE

*

Each party shall be responsible for liabilities from all claims, damages, or suits arising from the negligence or willful misconduct of its officers, agents, and employees of any kind of nature arising out of CNA or its participating member agencies. Each party, with the exception of the University of Arizona, an agency of the State (A.R.S. § Section 35-154, Arizona Attorney General Opinion 67363) agrees to indemnify, defend and hold harmless all parties, its officers, employees and participating agencies from and against any and all suits, actions, legal or administrative proceedings, claims demands or damages of any kind under nature arising out of the their negligence, except for any such liability out of the sole negligence of CNA.



Town Council Regular Session

Item # **H.**

Meeting Date: 09/03/2014

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

Department: Police Department

Information

SUBJECT:

* Resolution No. (R)14-44, authorizing and approving a task force agreement between the Drug Enforcement Administration (DEA) and the Town of Oro Valley for the participation of two (2) Oro Valley police officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter-Narcotics Alliance (CNA) Task Force (Removed from the agenda on 9/2/14 at 4:00 p.m.)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Request is being made to enter into an agreement with the Drug Enforcement Administration (DEA) for the participation of two (2) Oro Valley police officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter Narcotics Alliance (CNA) Task Force.

BACKGROUND OR DETAILED INFORMATION:

On July 2, 2014, Resolution (R)14-39, authorizing and approving HIDTA Grant Agreement HT-14-2315 was approved, allowing the City of Tucson to serve as the fiduciary to administer financial oversight for the DEA.

If approved, this agreement will provide for continued participation in these cooperative efforts to disrupt illicit drug traffic in the State of Arizona, gather and report intelligence data related to drug trafficking, and conduct undercover operations to allow for effective prosecution.

Additionally, this agreement will enhance our ability to identify, target and investigate Consolidated and Regional Priority Organization Targets, as well as target and investigate major drug trafficking and money laundering organizations.

FISCAL IMPACT:

These two (2) positions are funded in the approved FY 2014/15 budget, and allow the Town to continue to be reimbursed by HIDTA grant funding.

SUGGESTED MOTION:

I MOVE to (adopt, adopt with conditions, or deny) Resolution No. (R)14-44, authorizing and approving a task force agreement between the Drug Enforcement Administration (DEA) and the Town of Oro Valley for the participation of two (2) Oro Valley police officers in the Tucson Task Force Group One.

Attachments

(R)14-44 Agreement with DEA for Two CNA Positions

DEA Re. two C.N.A. positions

HT-14-2315 Fully Executed

RESOLUTION NO. (R)14-44

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, AUTHORIZING AND APPROVING A TASK FORCE AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION (“DEA”) AND THE TOWN OF ORO VALLEY (“TOWN”) FOR THE PARTICIPATION OF TWO ORO VALLEY POLICE OFFICERS IN THE TUCSON TASK FORCE

WHEREAS, pursuant to A.R.S. § 11-952, the Town is authorized to enter into agreements for joint and cooperative action to include the Agreement, attached hereto as Exhibit “A”, with the DEA; and

WHEREAS, the Town is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Town wishes to enter into a Task Force Agreement with the DEA to assist the DEA in drug trafficking interdiction, gathering and reporting data relating to narcotics and dangerous drugs and undercover operations related illegal activity detrimental to the health and general welfare of the residents of the Town and the State of Arizona; and

WHEREAS, it is in the best interest of the Town to enter into the Task Force 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 of the Town of Oro Valley and the State of Arizona.

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

SECTION 1. The Task Force Agreement attached hereto as Exhibit “A” and incorporated herein by this reference, between the Drug Enforcement Administration and the Town of Oro Valley for participation of two Oro Valley Police Officers in the Tucson Task Force is authorized and approved.

SECTION 2. The Chief of Police and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of September, 2014.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

Date: _____

EXHIBIT “A”

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
ORO VALLEY POLICE DEPARTMENT**

This agreement is made this 30th day of September, 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter “DEA”), and Oro Valley Police Department (hereinafter “OVPD”). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Tucson Task Force, the OVPD agrees to detail two (2) experienced Officers to the DEA Tucson Task Force, for a period of not less than two years. During this period of assignment, the OVPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The OVPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The OVPD Officers assigned to the Task Force shall be deputized as a Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Tucson Task Force, the OVPD agrees to detail two (2) experienced Officers to the DEA Tucson Task Force. DEA will assign seven (7) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and OVPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Tucson Task Force, the OVPD will remain responsible for establishing the salary and benefits, including overtime, of the OVPD Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the OVPD for overtime payments made by it to the OVPD Officers assigned to the DEA Tucson Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,374.25), per officer. ***“Note: Task Force Officers Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.”***
7. In no event will the OVPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The OVPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The OVPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The OVPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The OVPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The OVPD agrees that an authorized Officers or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The OVPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the OVPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the OVPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2015. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by OVPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date _____

For the Oro Valley Police Department:

Daniel G. Sharp
Chief of Police

Date _____

Attachments

PASSED and ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this _____ day of _____, 2014.

TOWN OF ORO VALLEY:

Mayor

Date _____

APPROVED AS TO FORM:

Town Attorney

Date: _____

ATTEST:

Town Clerk

Date: _____



**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

*Attn: Colleen Muhr
Admin SAs Mgr*

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:

Daniel D. Reynolds *7/8/14*
Chief of Police Date

Daniel G. Sharp, Chief of Police
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:

Tobin Sidles *7/7/14*
Legal counsel for GRANTEE Date

Tobin Sidles, Legal Services Director
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 *8/1/14*
Roberto A. Villaseñor, Chief of Police Date
City of Tucson Police Department

Lisa Judge *8/1/14*
Lisa Judge, Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **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: 7/3/14

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 # 1.

Meeting Date: 09/03/2014

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-45, authorizing and approving Grant Contract No. 2015-405d--010 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding Impaired Driver/DUI Alcohol Enforcement overtime and employee-related expenses, as well as portable breath testing devices (PBTs)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On February 26, 2014, an application was submitted to the GOHS for DUI Enforcement overtime and employee-related expenses, as well as funding for capital equipment.

BACKGROUND OR DETAILED INFORMATION:

On August 15, 2014, the Police Department received two (2) originals of Contract No. 2015-405d-010, entitled "Impaired Driver/DUI Alcohol Enforcement" awarding \$30,000 in grant funding for overtime and employee--related expenses.

Also included in the award was funding for equipment (five (5) PBTs).

This contract funding can be utilized after October 1, 2014, which is the beginning of the 2015 federal fiscal year.

FISCAL IMPACT:

The approved FY 2014/15 budget includes the capacity, in the appropriate categories, for these awarded funds.

SUGGESTED MOTION:

I MOVE to adopt Resolution No. (R)14-45, authorizing and approving Grant Contract #2015-405d-010 between the Oro Valley Police Department and the Governor's Office of Highway Safety for funding Impaired Driver/DUI Alcohol Enforcement overtime and employee-related expenses, as well as equipment (five (5) PBTs).

Attachments

(R)14-45 G.O.H.S. Grant for DUI Enforcement

GOHS Grant Contract

RESOLUTION NO. (R)14-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A GRANT CONTRACT BETWEEN THE ORO VALLEY POLICE DEPARTMENT AND THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) FOR FUNDING PERSONNEL SERVICES AND FIVE (5) PORTABLE BREATH TEST DEVICES TO ENHANCE DUI ENFORCEMENT

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 405d of the Highway Safety Act encourages States and Local Jurisdictions to enact and enforce laws against repeat intoxicated drivers; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 405d funds to fund personnel services and five (5) portable breath test devices to enhance DUI enforcement; and

WHEREAS, it is in the interest of the Town of Oro Valley approve the G.O.H.S. grant contract, attached hereto as Exhibit "A" and incorporated herein by this reference, for the purposes of furthering public safety within the Town of Oro Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Town Manager is authorized to enter into and execute the attached Governor's Office of Highway Safety Highway Safety Grant Contract, attached hereto as Exhibit "A" and incorporated herein by this reference, on behalf of the Town of Oro Valley.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 3rd day of September, 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”

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.616

1. APPLICANT AGENCY Oro Valley Police Department		GOHS CONTRACT NUMBER: 2015-405d-010
ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737		PROGRAM AREA: 405d
2. GOVERNMENTAL UNIT Town of Oro Valley		AGENCY CONTACT: Lt. Chris Olson
ADDRESS 11000 North La Cañada Drive, Oro Valley, AZ 85737		3. PROJECT TITLE: Impaired Driver/DUI Alcohol Enforcement and Equipment (Five (5) PBTs)
4. GUIDELINES: 405d- Impaired Driving		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support the purchase of Five (5) Portable Breath Test Devices and Personnel Services (Overtime) to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the Town of Oro Valley.		
6. BUDGET COST CATEGORY		Project Period FFY 2015
I. Personnel Services		\$22,728.00
II. Employee Related Expenses		\$7,272.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$2,500.00
TOTAL ESTIMATED COSTS		\$32,500.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$32,500.00		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Oro Valley Police Department is a full service police organization consisting of 100 sworn officers and 31 civilian personnel with a traditional rank and file structure. Special assignments in the organization designed to target crimes while providing additional support to patrol include K-9, School Resource Officer (SRO), DUI, Motor/Traffic, Community Action, and Joint Task Force operations. The Oro Valley Police Department expanded its Motorcycle Unit to 8 motor officers and a riding sergeant. The expansion was completed to better address traffic safety concerns of the community and DUI detection and enforcement. The expansion allows the Oro Valley Police Department to deploy motor coverage seven days a week for extended hours.

Oro Valley is located in northern Pima County, approximately three miles north of Tucson city limits. The Town sits at an elevation of 2,620 feet, covering over 34 square miles and has a current population of 41,011. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) which runs directly through the Town. This route facilitates travel for approximately 50,000 vehicles per day. Tangerine Road (State Route 989) is also an ingress and egress thoroughfare to both Interstate 10 and State Route 77 and runs through the heart of Oro Valley. In all, Oro Valley has over 170 miles of paved roadways.

OVPD is responsible for collision investigation and traffic enforcement within the Town, which includes approximately seven miles of State Route 77 and 5 miles of Tangerine Road. The responsibilities are inclusive of DUI investigations, fatal collision investigations, speed violation enforcement, school bus-stop sign violations and occupant protection/seatbelt violation enforcement. Seven miles of State Route 77 are now six lanes of through traffic.

Agency Problem:

In recent years, there has been a rapid expansion of local commercial businesses that has marked an increase in the number of people commuting to and through Oro Valley for employment and personal agendas/recreation.

Personnel Services account for 89% of the budget. This leaves 9% for operations and maintenance and 2% for equipment. The Oro Valley Police Department relies heavily upon GOHS funding to support participation in the Southern DUI Task Force.

The Oro Valley Police Department is committed to improving DUI enforcement numbers and will expect to a higher level of task force participation from motorcycle officers. In order to provide them with the best tools to do the job, the Department is requesting PBTs. The purchase of PBTs will aid the officer in his/her DUI investigation, as well as, identify the presence of alcohol on youths who have consumed illegally.

Agency Attempts to Solve Problem:

Extra-duty funding is challenging for all organizations. In the past, OVPD has utilized overtime funding to augment Southern Arizona Task Force deployments and Sobriety Checkpoints. However, overtime funding is primarily budgeted to protect squads from falling under staffing minimums, shift coverage in communications, detective call-out and follow-up, special events and officer shift work overtime.

The Oro Valley Police Department has and will continue to seek grant funding sources from both the state and federal levels. The Department has been successful in receiving grant funding for personnel overtime and equipment.

PBTs are a great tool during DUI investigations. The units owned by the Department are issued to DUI officers and a handful of patrol officers. The Oro Valley Police Department does not have the funding to purchase new units for our motorcycle officers. In the past, we have been fortunate to have GOHS sponsor the purchase of many of our units.

Agency Funding:

Federal 405d funds will support the purchase of Five (5) Portable Breath Test Devices and Personnel Services (Overtime) to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the Town of Oro Valley.

How Agency Will Solve Problem With Funding:

The Oro Valley Police Department 12-month goal for DUI arrests is set at 200. The Motorcycle Unit's involvement is essential to increasing enforcement numbers. The availability of PBTs to aid the motorcycle officers in their investigation will help. With so many of our DUIs being related to drug use "other than alcohol," PBTs are vital. The Department will issue all Five (5) PBTs among the Motor and DUI officers as well as the DUI Phlebotomy Van.

GOALS/OBJECTIVES:

Federal 405d funds will support the purchase of Five (5) Portable Breath Test Devices and Personnel Services (Overtime) to support and enhance Impaired Driver/DUI Alcohol Enforcement throughout the Town of Oro Valley.

IMPAIRED DRIVING

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

MEDIA RELEASE

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Oro Valley Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Oro Valley Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Oro Valley Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver/DUI Alcohol Enforcement Activities

Capital Outlay – To purchase the following Capital Outlay for Impaired Driving/DUI Enforcement activity:

Five (5) Portable Breath Test Devices

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**Five (5) Portable Breath Test Devices**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Oro Valley Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Oro Valley Police Department further agrees to dispose of this equipment using the Oro Valley Police Department, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Oro Valley Police Department can refer to that of the state. The Oro Valley Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Oro Valley Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Oro Valley Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Oro Valley Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **Five (5) Portable Breath Test Devices**.

Decals:

The Governor's Office of Highway Safety shall provide the Oro Valley Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 405 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Oro Valley Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**BREATH TESTING DEVICES –****Requirements for Portable Breath Test Devices (PBTs):**

The Oro Valley Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –**Requirements for Equipment:**

The Oro Valley Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Oro Valley Police Department shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Oro Valley Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded

project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT."

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Daniel Sharp, Chief, Oro Valley Police Department, shall serve as Project Director.

Chris Olson, Lieutenant, Oro Valley Police Department, shall serve as Project Administrator.

Bridget Reutter, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will

not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence.

	A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be

provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$22,728.00
II.	Employee Related Expenses (ERE)	\$7,272.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay Five (5) Portable Breath Test Devices	\$2,500.00

TOTAL ESTIMATED COSTS***\$32,500.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Oro Valley Police Department shall absorb any and all expenditures in excess of **\$32,500.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Daniel Sharp, Chief
Oro Valley Police Department

***Signature of Authorized Official of
Governmental Unit:***

Greg Caton, Town Manager
Town of Oro Valley

Date Telephone

Date Telephone



Town Council Regular Session

Item # J.

Meeting Date: 09/03/2014

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-46, authorizing and approving an Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for the Pima County Wireless Integrated Network (PCWIN) to reimburse the Town of Oro Valley for the purchase of a NICE Radio Logging Recorder Software License

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Pima County recently determined that the Town of Oro Valley had paid for a licensing fee related to the PCWIN project and associated Radio Logging Recorder, which had previously been approved for payment by the County. This IGA will allow recovery of \$4,556 paid for this software license.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

There is no fiscal impact to the Town, as the reimbursement will be re-deposited into the Oro Valley Police Department seizure account, administered by the Pima County Attorney's Office, which originally funded this purchase.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)14-46, authorizing and approving an Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for the Pima County Wireless Integrated Network (PCWIN) to reimburse the Town of Oro Valley for the purchase of a NICE Radio Logging Software License.

Attachments

(R)14-46 PCWIN Software License Reimbursement

Software License reimbursement IGA

RESOLUTION NO. (R)14-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR THE PIMA COUNTY WIRELESS INTEGRATED NETWORK (REIMBURSEMENT FOR RADIO LOGGING RECORDER SOFTWARE LICENSE)

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

WHEREAS, the Town is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Pima County Wireless Integrated Network (PCWIN) communications system will provide opportunity for Public Safety Service providers to migrate their communications services to a regional shared system governed by a Cooperative Board of Directors; and

WHEREAS, the Town desires to enter into an Intergovernmental Agreement (IGA) with Pima County to receive reimbursement for the Town's purchase of one (1) NICE Matrix Software License to integrate its 911 telephony logging recorder with the PCWIN Radio Logging Recorder; and

WHEREAS, it is in the best interest of the Town to enter into the IGA, attached hereto as Exhibit "A" and incorporated herein by this reference, to provide for the health, safety and welfare of the residents in the Town of Oro Valley.

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

1. The Intergovernmental Agreement between the Town of Oro Valley and Pima County, attached hereto as Exhibit "A", for Pima County Wireless Integrated Network (Reimbursement for Radio Logging Recorder Software License) is hereby authorized and approved.
2. The Chief of Police and any other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 3rd day of September, 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
between
Pima County and Town of Oro Valley
for
Pima County Wireless Integrated Network Project
(Reimbursement for Radio Logging Recorder Software License)**

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, an Arizona municipal corporation (“Town”) pursuant to A.R.S. § 11-952.

Recitals

- A. 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.
- B. County is authorized by A.R.S. § 11-952, A.R.S. § 11-201, and Pima County Ordinance No. 2004-18 to implement a regional public safety communications system known as the Pima County Wireless Integrated Network (PCWIN) and to enhance 9-1-1 Public Safety Answering Point equipment.
- C. Town is authorized by A.R.S. § 11-952 and Pima County Ordinance No. 2004-18 to benefit from the PCWIN and equipment improvements.
- D. On May 23, 2013, the PCWIN Executive Management Committee, appointed by the Board of Supervisors to manage implementation of the capital project, voted unanimously to reimburse Town for its purchase of a software license to integrate its 9-1-1 telephony logging recorder with the PCWIN Radio Logging Recorder.
- E. County and Town desire to have the County reimburse Town for its purchase of a NICE Matrix Software License at a cost of \$4,556.00.

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

Agreement

1. **Purpose.** The purpose of this IGA is to reimburse Town for its purchase of one (1) NICE Matrix Software License (the “License”) to integrate its 9-1-1 telephony logging recorder with the PCWIN Radio Logging Recorder for efficient collection and dissemination of public safety records by the Oro Valley Police Department (“OVPD”).
2. **Scope.** Town shall purchase, install and maintain the License and shall integrate its 9-1-1 telephony logging recorder with the PCWIN Radio Logging Recorder for single point of access to telephone and radio recordings associated with law enforcement calls for service to OVPD.

3. **Financing.** County shall reimburse Town \$4,556.00 for its purchase of the License upon submittal of an invoice and supporting documentation indicating the license has been purchased and the OVPD 9-1-1 telephony logging recorder has been integrated with the PCWIN Radio Logging Recorder.
4. **Term.** This IGA shall be effective on the date it is fully executed by both parties and shall continue for a period of one year unless it is, prior to the expiration of such period, extended or terminated by agreement of the parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract 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 this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA 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 participation in an insurance risk pool under A.R.S. § 11.952.01, 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.

- 8. 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.
- 9. 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 2009-09, which is incorporated into this IGA by reference, as if set forth in full herein.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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, Pima County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.
- 14. 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.
- 15. Worker's Compensation.** Each party shall comply with the notice requirements 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.

- 16. 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 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.
- 17. 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 to affect 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.
- 18. Notice.** 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:

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

Town:

Daniel Sharp, Chief of Police
Oro Valley Police Department
11000 N. La Canada Drive
Oro Valley, AZ 85737

- 19. 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 its Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

TOWN OF ORO VALLEY

Sharon Bronson, Chair
Board of Supervisors

Dr. Satish I. Hiremath, Mayor

ATTEST:

ATTEST:

Robin Brigode, Clerk of the Board

Julie Bower, Town Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Chief Paul Wilson, PCSD

Chief Daniel G. Sharp, OVPD

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.

Tobin Rosen, Deputy County Attorney

Tobin Sidles, Oro Valley Legal Services
Director

Date: _____

Date: _____



Town Council Regular Session

Item # **K.**

Meeting Date: 09/03/2014

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)14-47, authorizing and approving a task force agreement between the Drug Enforcement Administration (DEA) and the Town of Oro Valley for the participation of one (1) police officer in the Pima County HIDTA Investigative Task Force (PCHITF)

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Request is being made to enter into an agreement with the Drug Enforcement Administration (DEA) for the participation of one (1) police officer in the Pima County HIDTA Investigative Task Force (PCHITF).

BACKGROUND OR DETAILED INFORMATION:

On July 2, 2014, Resolution No. (R)14-40, authorizing and approving HIDTA Grant Agreement HT-14-2322 was approved, allowing the City of Tucson to serve as the fiduciary to administer financial oversight for the DEA.

If approved, this agreement will provide for continued participation in this cooperative effort to disrupt illicit drug traffic in the State of Arizona, gather and report intelligence data related to drug trafficking, and conduct undercover operations to allow for effective prosecution.

Additionally, this agreement will enhance our ability to identify, target and investigate Consolidated and Regional Priority Organization Targets, as well as target and investigate major drug trafficking and money laundering organizations.

FISCAL IMPACT:

This position is funded in the approved FY 2014/15 budget, and allows the Town to continue to be reimbursed by HIDTA grant funding.

SUGGESTED MOTION:

I MOVE to (adopt, adopt with conditions, or deny) Resolution No. (R)14-47, authorizing and approving a task force agreement between the Drug Enforcement Administration (DEA) and the Town of Oro Valley for the participation of one (1) Oro Valley police officer position detailed to the DEA Phoenix Enforcement Group 3 HIDTA Task Force.

Attachments

(R)14-47 DEA IGA for One PCHITF Position

DEA IGA Re. one PCHTF position

HIDTA Grant Agreement

RESOLUTION NO. (R)14-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, AUTHORIZING AND APPROVING A TASK FORCE AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION (“DEA”) AND THE TOWN OF ORO VALLEY (“TOWN”) FOR THE PARTICIPATION OF ONE ORO VALLEY POLICE OFFICER IN THE PHOENIX ENFORCEMENT GROUP THREE HIDTA TASK FORCE

WHEREAS, pursuant to A.R.S. § 11-952, the Town is authorized to enter into agreements for joint and cooperative action to include the Agreement, attached hereto as Exhibit “A”, with the DEA; and

WHEREAS, the Town is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240 (B)(12); and

WHEREAS, the Town wishes to enter into a Task Force Agreement with the DEA to assist the DEA in drug trafficking interdiction, gathering and reporting data relating to narcotics and dangerous drugs and undercover operations related illegal activity detrimental to the health and general welfare of the residents of the Town and the State of Arizona; and

WHEREAS, it is in the best interest of the Town to enter into the Task Force 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 of the Town of Oro Valley and the State of Arizona.

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

SECTION 1. The Task Force Agreement attached hereto as Exhibit “A” and incorporated herein by this reference, between the Drug Enforcement Administration and the Town of Oro Valley for participation of one Oro Valley Police Officer in the Phoenix Enforcement Group 3 HIDTA Task Force is authorized and approved.

SECTION 2. The Chief of Police and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of September, 2014.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

Date: _____

EXHIBIT “A”

**STATE AND LOCAL HIDTA TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
ORO VALLEY POLICE DEPARTMENT**

This agreement is made this 1st day of October 2014, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Oro Valley Police Department (hereinafter "OVPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Arizona and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Enforcement Group 3 HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Enforcement Group 3 HIDTA Task Force, the OVPD agrees to detail one (1) experienced Officer to the DEA Phoenix HIDTA Task Force for a period of not less than two years. During this period of assignment, the OVPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The OVPD Officer assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The OVPD Officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the DEA Phoenix HIDTA Task Force, DEA will assign eight (8) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and OVPD Officer assigned to the Task Force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. During the period of assignment to the DEA Phoenix HIDTA Task Force, the OVPD will remain responsible for establishing the salaries and benefits, including overtime, of the OVPD Officer assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the OVPD for overtime payments made by it to the one (1) OVPD Officer assigned to the DEA Phoenix HIDTA Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,374.25), per officer. ***Note: Task Force Officers overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the OVPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The OVPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The OVPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The OVPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.
10. The OVPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The OVPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The OVPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the OVPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.
13. The OVPD understands and agrees that HIDTA will provide the OVPD Task Force Officer with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGVs)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the OVPD personnel, in addition to whatever accident reporting requirements the OVPD may have.
14. While on duty and acting on task force business, the OVPD Officer assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGVs for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of Task Force Officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2015. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by OVPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____
 Douglas W. Coleman
 Special Agent in Charge

For the Oro Valley Police Department:

_____ Date _____
 Daniel G. Sharp
 Chief of Police



**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.

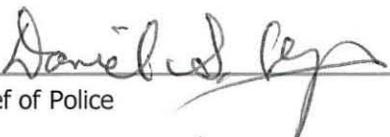
25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury 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:



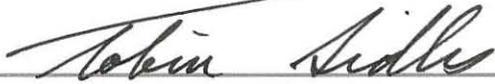
Chief of Police 7/8/14
Date

Daniel G. Sharp, Chief of Police

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 7/7/14
Date

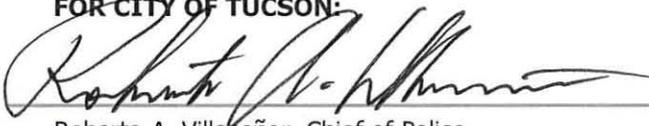
Tobin Sidles, Legal Services Director

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 8/8/14
Date



Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form 8/11/14
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

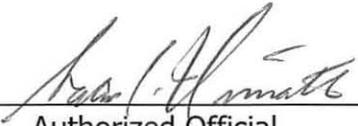
**Confidential Funds Certification
Exhibit "B"**

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: 7/3/14

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: 09/03/2014
Requested by: Paul Keesler
Submitted By: Paul Keesler, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)14-48, authorizing and approving an easement agreement between the Town of Oro Valley and Tucson Electric Power Company for the construction of the electric primary feeders used to power Naranja Park

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This easement agreement will allow Tucson Electric Power Company the ability to construct, maintain, and operate the underground primary power line feeder utilized to power Naranja Park.

BACKGROUND OR DETAILED INFORMATION:

The Town-owned and operated Naranja Park is currently not served by an electric power source. As a part of the Council-approved Phase 1 park construction project, main infrastructure utilities, such as domestic & reclaimed water and electric power need to be provided.

The electric power is broken into two components, primary feeder and secondary distribution. The primary feeder, including the transformer, is owned, operated, maintained and installed by the power provider. The secondary distribution, or the electric from the transformer to the end uses, such as the sports lighting, is installed, owner-operated and maintained by the land owner, in this case the Town of Oro Valley. All electric line placement is underground.

An easement is required for Tucson Electric Power Company to provide the aforementioned underground, primary electric power line which will pass east through the park and then north along the west side of Monterra Vista Drive to the existing TEP distribution station. This installation terminates at the new onsite transformer location at the northeast end of the new multi-use fields.

The easement agreement is included as Attachment 1.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)14-48, authorizing and approving an easement agreement between the Town of Oro Valley and Tucson Electric Power Company for the construction of the electric primary feeders used to power Naranja Park.

Attachments

(R)14-48 TEP Easement for Naranja Park

Attachment 1 - TEP Easement

RESOLUTION NO. (R)14-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN EASEMENT AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND TUCSON ELECTRIC POWER COMPANY FOR THE CONSTRUCTION OF THE ELECTRIC PRIMARY FEEDERS USED TO POWER NARANJA PARK

WHEREAS, Pursuant to A.R.S. §9-402, the Town has the authority to convey property, and the entering into an Easement Agreement with Tucson Electric Power is in the best interest of the Town; and

WHEREAS, improvements to provide electrical power to Naranja Park are necessary for the public health, safety, and welfare of the residents of the Town; and

WHEREAS, entering into an easement agreement with Tucson Electric Power will allow the ability to construct, maintain, and operate the underground primary power line feeder utilized to power Naranja Park.

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

1. The Easement Agreement attached hereto as Exhibit "A" 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 Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 3rd day of September, 2014.

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date

Date

RIGHT OF WAY EASEMENT

THE TOWN OF ORO VALLEY, ARIZONA, an Arizona municipal corporaiton

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities, in, over, under, across and along that certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the above-described easement which would impair the repair, maintenance or removal of any or all of the facilities. All systems, including electrical and communication installed by Grantee in and upon the above-described easement and right of way, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with said systems, and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during construction of the initial facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the herein-granted easement and right of way, said strip to be in whole or in part on each side of said easement and right of way, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundary of the above-described easement and right of way after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction, Grantor changes the grade in such a way as to require relocation of the facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the above-described real property which is the subject of this easement and right of way. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant said easement and right of way, subject to all matters apparent or of record.

In consideration of the mutual terms, covenants and conditions herein contained, this easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2014.

The Town of Oro Valley, Arizona, an Arizona municipal corporaiton

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) §
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ as _____ for the The Town of Oro Valley, Arizona, an Arizona municipal corporaiton.

Notary Public

EXHIBIT "A" Page 1 of 2
LEGAL DESCRIPTION
UNDERGROUND UTILITY EASEMENT

An easement, 10 feet in width and a transformer easement 15 feet square, for the installation and maintenance of electrical facilities over a portion of Section 2, Township 12 South, Range 13 East of the Gila and Salt River Meridian, Pima County Arizona, the centerline of which is more particularly described as follows:

Commencing at a brass capped survey monument at the northeast corner of said Section 2;

Thence South $00^{\circ} 06' 35''$ East along the east line of said Section 2 a distance of 2790.00 feet;

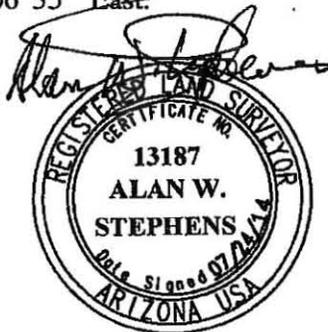
Thence North $89^{\circ} 53' 25''$ East a distance of 14.00 feet to an existing electrical transformer and the **Point of Beginning**;

Thence South $89^{\circ} 53' 25''$ West a distance of 19.00 feet;

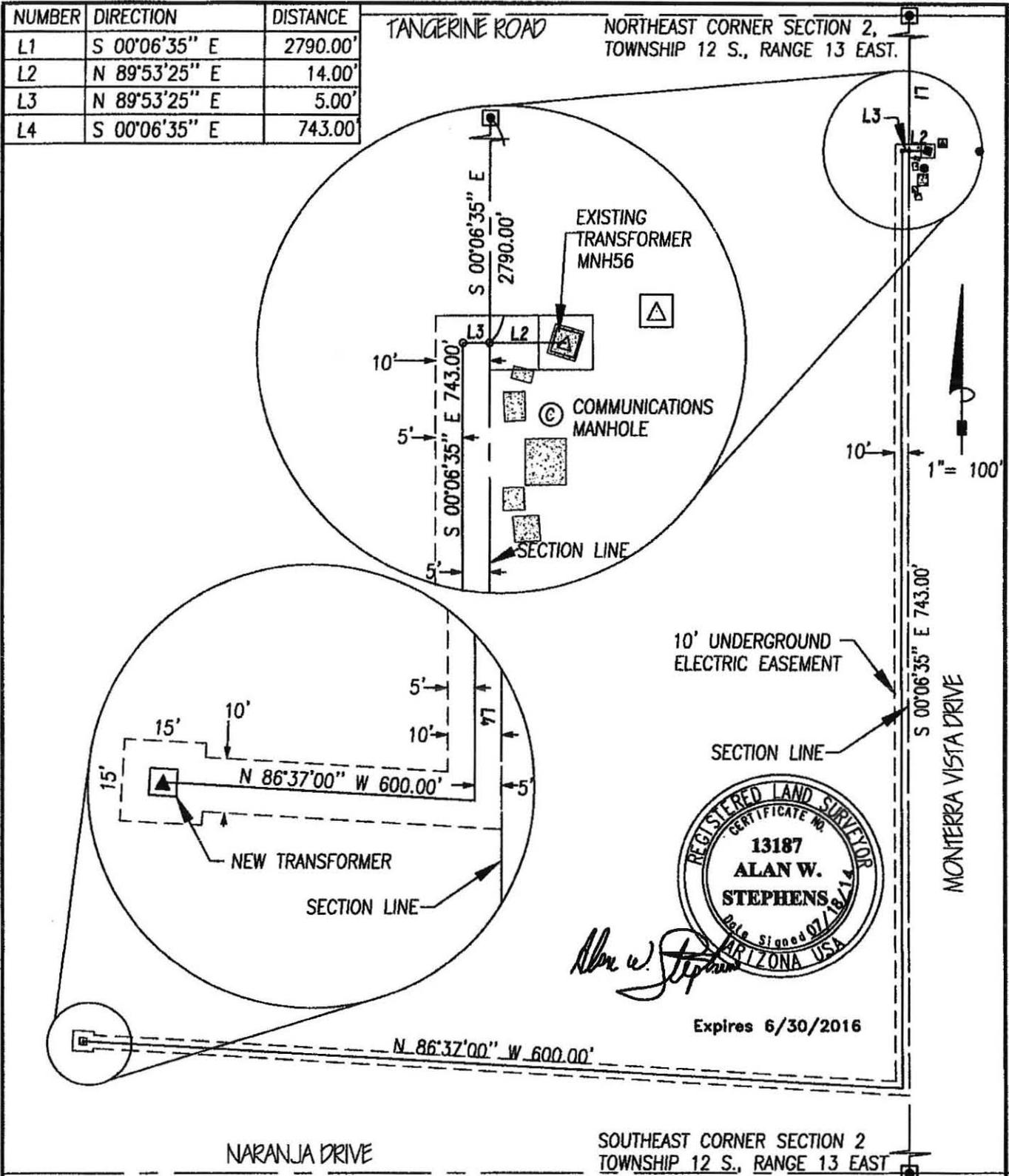
Thence South $00^{\circ} 06' 35''$ East parallel with the east line of said Section 2, and 5.00 feet westerly, therefrom a distance of 743.00 feet;

Thence North $86^{\circ} 37' 00''$ West a distance of 600.00 feet to the center of a transformer easement 15.00 feet square, the sidelines of which are parallel with and perpendicular to the last described line.

The Basis of Bearing for this description is a brass capped survey monument at the northeast corner of Section 2 and a brass capped survey monument at the Southeast corner of Section 2, said bearing being South $00^{\circ} 06' 35''$ East.



Expires 6/30/2016



DRAWN BY: T.M.S.
 DATE: 07/18/2014
 DWG. NO.: 14130
 APPROVED BY: A.W.S.

EASEMENT EXHIBIT

AN EASEMENT OVER A PORTION OF SECTION 2, TOWNSHIP 12 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY ARIZONA.

SHT. NO.
 1 OF 1



Town Council Regular Session

Item # **M.**

Meeting Date: 09/03/2014
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

Resolution No. (R)14-49, declaring and adopting the results of the Oro Valley Primary Election held on August 26, 2014 (Updated on 9/2/14)

RECOMMENDATION:

The attached resolution declares and adopts the results of the Primary Election held on August 26, 2014. The Election Summary Report, Votes by Precinct reports and the Statement of Votes Cast are also attached.

EXECUTIVE SUMMARY:

The Primary Election was held on August 26, 2014 to fill the Mayor's seat and three Council seats. The final Election Summary reported the following votes cast:

Oro Valley Mayor

Hiremath, Satish	6,808
Straney, Patrick "Pat"	4,251

Oro Valley Councilmembers (3 seats open)

Snider, Mary	7,611
Waters, Lou	7,472
Hornat, Joe	6,672
Bristow, Donald	4,556

Proposition 414 - Extension of Alternative Expenditure Limitation

Yes	6,813
No	2,796

The number of votes required at the Primary Election to be declared elected was calculated by adding all of the votes cast for all candidates for the office, dividing by the number of seats to be filled and then dividing the result of the calculation by two and rounding to the highest whole number. In order to be declared elected as Mayor, a candidate needed to receive 5,530 votes. To be elected as a Councilmember, candidates needed to receive 4,386 votes.

Dr. Satish Hiremath, having received more than the number of votes required, has been declared elected as Mayor. Mary Snider, Lou Waters and Joe Hornat, each having received more than the number of votes required, have been declared elected as Councilmembers. Because all four open seats have

been filled, the General Election scheduled for November 4, 2014 has been canceled.

BACKGROUND OR DETAILED INFORMATION:

Pursuant to ARS §16-204, for cities or towns with a population that is less than 175,000, primaries are held on the tenth Tuesday before the first Tuesday after the first Monday in November. General elections are held on the first Tuesday after the first Monday in November.

ARS § 16-408(D) permits the governing body to enter into an agreement with the County Board of Supervisors and Recorder for election services. The Pima County Recorder provided election services to the Town and the Primary Election was conducted as a polling place election.

FISCAL IMPACT:

The total cost of the Primary Election is unknown at this time. A total expenditure of \$140,000 is in the Fiscal Year 2014/2015 Election Services category of the Town Clerk's Budget. The Town will receive an invoice outlining the expenditures for the Town's Primary Election from the Pima County Recorder and the Elections Department.

SUGGESTED MOTION:

I MOVE to adopt Resolution No. (R)14-49, declaring and adopting the results of the Oro Valley Primary Election held on August 26, 2014.

Attachments

(R)14-49 Primary Election Canvass

Election Summary Report

Votes by Precinct

Statement of Votes Cast

RESOLUTION NO. (R)14-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 26, 2014

WHEREAS, the Town of Oro Valley, Arizona did hold a Primary Election on the 26th day of August, 2014, for the election of one (1) Mayoral seat and three (3) Councilmember seats, as well as Proposition 414 Extension of Alternative Expenditure Limitation; and

WHEREAS, the election returns have been presented to and have been canvassed by the Town Council; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Pima County, Arizona, as follows:

SECTION 1. That the total number of ballots received for the Primary Election was 11,479, representing 42.4% of the registered voters.

SECTION 2. That the votes cast for the candidates for Mayor and Councilmembers and Proposition 414 were as follows:

Oro Valley Mayor:

Hiremath, Satish	6,808
Straney, Patrick "Pat"	4,251

Oro Valley Councilmembers (3 seats open)

Bristow, Donald	4,556
Hornat, Joe	6,672
Snider, Mary	7,611
Waters, Lou	7,472

Proposition 414 – Extension of Alternative Expenditure Limitation:

Yes	6,813
No	2,796

SECTION 3. The number of votes required at the Primary Election to be declared elected was calculated by adding all of the votes cast for all candidates for the office, dividing by the number of seats to be filled and then dividing the result of the calculation by two and rounding to the highest whole number. In order to be declared elected as

Mayor, a candidate needed to receive 5,530 votes. To be elected as a Councilmember, candidates needed to receive 4,386 votes.

SECTION 4. Dr. Satish Hiremath having received more than the number of votes required, is hereby declared to the Office of Mayor and shall serve a four (4) year term commencing November 19, 2014 to November 7, 2018.

SECTION 5. Joe Hornat, Mary Snider and Lou Waters, each having received more than the number of votes required, are hereby declared elected to the Office of Councilmember and each shall serve a four (4) year term commencing November 19, 2014 to November 7, 2018.

SECTION 6. As the Mayor seat and all three (3) Council seats have been filled, the General Election scheduled for November 4, 2014 is hereby cancelled.

SECTION 7. Where it is necessary for the preservation of the peace, health and safety of the Town that this Resolution become immediately operative, this resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 3rd day of September, 2014.

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

**Election Summary Report
140826PimaPrimary**

Date:09/01/14
Time:09:00:34
Page:1 of 1

Summary For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

Registered Voters 339730 - Cards Cast 11479 3.38%

Num. Report Precinct 248 - Num. Reporting 248 100.00%

TOWN OF ORO VALLEY MAYOR

	Polling	Early	PROV	Total	
Number of Precincts	15	0	0	15	
Precincts Reporting	15	0	0	15	100.0 %
Vote For	1	1	1	1	
Times Counted (Reg. Voters 27068)	1597	9757	125	11479	42.4 %
Total Votes	1535	9420	117	11072	
Times Blank Voted	62	334	8	404	
Times Over Voted	0	3	0	3	
Number Of Under Votes	0	0	0	0	
HIREMATH, SATISH	972	5775	61	6808	61.49%
STRANEY, PATRICK PAT	562	3633	56	4251	38.39%
Write-in Votes	1	12	0	13	0.12%

TOWN OF ORO VALLEY COUNCIL

	Polling	Early	PROV	Total	
Number of Precincts	15	0	0	15	
Precincts Reporting	15	0	0	15	100.0 %
Vote For	3	3	3	3	
Times Counted (Reg. Voters 27068)	1597	9757	125	11479	42.4 %
Total Votes	3564	22556	262	26382	
Times Blank Voted	140	821	13	974	
Times Over Voted	0	13	0	13	
Number Of Under Votes	807	4213	74	5094	
BRISTOW, DONALD	576	3934	46	4556	17.27%
HORNAT, JOE	930	5673	69	6672	25.29%
SNIDER, MARY	1020	6516	75	7611	28.85%
WATERS, LOU	1029	6371	72	7472	28.32%
Write-in Votes	9	62	0	71	0.27%

TOWN OF ORO VALLEY - PROPOSITION 414

	Polling	Early	PROV	Total	
Number of Precincts	15	0	0	15	
Precincts Reporting	15	0	0	15	100.0 %
Vote For	1	1	1	1	
Times Counted (Reg. Voters 27068)	1597	9757	125	11479	42.4 %
Total Votes	1324	8183	102	9609	
Times Blank Voted	273	1574	23	1870	
Times Over Voted	0	0	0	0	
Number Of Under Votes	0	0	0	0	
YES	876	5873	64	6813	70.90%
NO	448	2310	38	2796	29.10%

TOWN OF ORO VALLEY MAYOR

Precinct	HIREMATH, SATISH					STRANEY, PATRICK PAT					Write-in				
	Registered	Polling Plac	Early Ballot	Provisional	Total Votes	Polling Plac	Early Ballot	Provisional	Total Votes	Polling Plac	Early Ballot	Provisional	Total Votes	Total	
12	2491	99	763	10	872	58	536	8	602	0	0	0	0	1474	
13	1710	93	366	2	461	43	259	2	304	0	1	0	1	766	
24	1360	0	0	0	0	0	0	0	0	0	0	0	0	0	
29	2197	0	4	0	4	0	2	0	2	0	0	0	0	6	
77	1524	76	472	4	552	51	262	7	320	0	0	0	0	872	
145	2775	146	1200	11	1357	83	729	8	820	1	3	0	4	2181	
169	2133	130	726	11	867	74	420	6	500	0	4	0	4	1371	
172	1588	88	416	2	506	66	339	5	410	0	1	0	1	917	
173	1632	90	494	5	589	49	270	4	323	0	0	0	0	912	
187	2127	0	0	0	0	0	0	0	0	0	0	0	0	0	
194	2018	87	611	5	703	44	330	7	381	0	1	0	1	1085	
200	735	10	84	1	95	13	60	0	73	0	0	0	0	168	
202	1925	0	0	0	0	0	0	0	0	0	0	0	0	0	
212	1015	71	224	4	299	34	124	2	160	0	0	0	0	459	
216	1361	82	415	6	503	47	302	7	356	0	2	0	2	861	
Totals:	26591	972	5775	61	6808	562	3633	56	4251	1	12	0	13	11072	

TOWN OF ORO VALLEY COUNCIL

Precinct	BRISTOW, DONALD					HORNAT, JOE					SNIDER, MARY					WATERS, LOU				
	Registered	Polling Plac	Early Ballot	Provisional	Total Votes	Polling Plac	Early Ballot	Provisional	Total Votes	Polling Plac	Early Ballot	Provisional	Total Votes	Polling Plac	Early Ballot	Provisional	Total Votes			
12	2491	55	562	10	627	97	755	10	862	104	898	11	1013	115	854	11	980			
13	1710	44	266	1	311	77	360	3	440	90	417	3	510	88	437	3	528			
24	1360	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
29	2197	0	1	0	1	0	4	0	4	0	5	0	5	0	5	0	5			
77	1524	50	295	4	349	83	450	7	540	91	481	7	579	90	492	7	589			
145	2775	87	742	5	834	149	1272	12	1433	160	1407	15	1582	161	1382	14	1557			
169	2133	72	460	8	540	116	716	11	843	135	825	12	972	135	774	8	917			
172	1588	66	350	4	420	84	445	2	531	96	485	3	584	83	480	4	567			
173	1632	50	313	3	366	86	445	6	537	97	537	5	639	95	507	6	608			
187	2127	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
194	2018	49	375	5	429	82	568	8	658	92	682	6	780	89	661	9	759			
200	735	13	65	0	78	11	75	0	86	9	95	1	105	12	94	0	106			
202	1925	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
212	1015	39	142	0	181	71	212	3	286	72	253	5	330	82	251	4	337			
216	1361	51	363	6	420	74	371	7	452	74	431	7	512	79	434	6	519			
Totals:	26591	576	3934	46	4556	930	5673	69	6672	1020	6516	75	7611	1029	6371	72	7472			



Write-in

Polling Plac Early Ballot Provisional Total Votes Total

0	15	0	15	3497
0	0	0	0	1789
0	0	0	0	0
0	0	0	0	15
0	2	0	2	2059
0	12	0	12	5418
3	5	0	8	3280
4	9	0	13	2115
0	6	0	6	2156
0	0	0	0	0
0	9	0	9	2635
0	0	0	0	375
0	0	0	0	0
0	0	0	0	1134
2	4	0	6	1909
9	62	0	71	26382

TOWN OF ORO VALLEY - PROPOSITION 414

Precinct	YES				NO				Total	Total
	Registered	Polling Plac	Early Ballot	Provisional	Total Votes	Polling Plac	Early Ballot	Provisional		
12	2491	86	782	7	875	43	326	8	377	1252
13	1710	63	357	3	423	48	189	0	237	660
24	1360	0	0	0	0	0	0	0	0	0
29	2197	0	5	0	5	0	1	0	1	6
77	1524	80	453	8	541	32	157	2	191	732
145	2775	140	1270	13	1423	59	443	6	508	1931
169	2133	113	756	11	880	63	257	4	324	1204
172	1588	93	486	4	583	35	186	2	223	806
173	1632	81	471	4	556	45	174	4	223	779
187	2127	0	0	0	0	0	0	0	0	0
194	2018	76	591	8	675	49	238	4	291	966
200	735	10	67	1	78	9	55	0	64	142
202	1925	0	0	0	0	0	0	0	0	0
212	1015	64	202	2	268	31	101	2	134	402
216	1361	70	433	3	506	34	183	6	223	729
Totals:	26591	876	5873	64	6813	448	2310	38	2796	9609

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	TURN OUT			TOWN OF ORO VALLEY MAYOR						
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	HIREMATH, SATISH	STRANEY, PATRICK PAT	Write-In Votes	
044	902	261	28.94%	-	-	-	-	-	-	-
045	899	329	36.60%	-	-	-	-	-	-	-
046	660	385	58.33%	-	-	-	-	-	-	-
047	2022	450	22.26%	-	-	-	-	-	-	-
048	1170	272	23.25%	-	-	-	-	-	-	-
049	864	359	41.55%	-	-	-	-	-	-	-
050	1397	341	24.41%	-	-	-	-	-	-	-
051	1018	241	23.67%	-	-	-	-	-	-	-
052	1195	288	24.10%	-	-	-	-	-	-	-
053	2562	561	21.90%	-	-	-	-	-	-	-
054	2617	657	25.11%	-	-	-	-	-	-	-
055	751	341	45.41%	-	-	-	-	-	-	-
056	1602	837	52.25%	-	-	-	-	-	-	-
057	1840	692	37.61%	-	-	-	-	-	-	-
058	1450	471	32.48%	-	-	-	-	-	-	-
059	1043	284	27.23%	-	-	-	-	-	-	-
060	871	316	36.28%	-	-	-	-	-	-	-
061	1379	774	56.13%	-	-	-	-	-	-	-
062	856	146	17.06%	-	-	-	-	-	-	-
063	899	484	53.84%	-	-	-	-	-	-	-
064	1198	260	21.70%	-	-	-	-	-	-	-
065	12	13	108.33%	-	-	-	-	-	-	-
066	1525	349	22.89%	-	-	-	-	-	-	-
067	1324	455	34.37%	-	-	-	-	-	-	-
068	1446	658	45.50%	-	-	-	-	-	-	-
069	2664	1487	55.82%	-	-	-	-	-	-	-
070	1374	633	46.07%	-	-	-	-	-	-	-
071	123	31	25.20%	-	-	-	-	-	-	-
072	1862	697	37.43%	-	-	-	-	-	-	-
073	1616	705	43.63%	-	-	-	-	-	-	-
074	1136	889	78.26%	-	-	-	-	-	-	-
075	1571	628	39.97%	-	-	-	-	-	-	-
076	258	59	22.87%	-	-	-	-	-	-	-
077	2200	892	40.55%	2200	892	872	552 63.30%	320 36.70%	0 0.00%	
078	1127	470	41.70%	-	-	-	-	-	-	-
079	2045	869	42.49%	-	-	-	-	-	-	-
080	1242	513	41.30%	-	-	-	-	-	-	-
081	725	288	39.72%	-	-	-	-	-	-	-
082	1365	526	38.53%	-	-	-	-	-	-	-
083	1095	545	49.77%	-	-	-	-	-	-	-
084	2123	1633	76.92%	-	-	-	-	-	-	-
085	901	418	46.39%	-	-	-	-	-	-	-
086	2324	771	33.18%	-	-	-	-	-	-	-
087	323	156	48.30%	-	-	-	-	-	-	-

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	TURN OUT			TOWN OF ORO VALLEY MAYOR					
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	HIREMATH, SATISH	STRANEY, PATRICK PAT	Write-In Votes
088	1676	941	56.15%	-	-	-	-	-	-
089	1709	765	44.76%	-	-	-	-	-	-
090	957	373	38.98%	-	-	-	-	-	-
091	1593	599	37.60%	-	-	-	-	-	-
092	2042	1018	49.85%	-	-	-	-	-	-
093	1253	567	45.25%	-	-	-	-	-	-
094	1431	614	42.91%	-	-	-	-	-	-
095	802	329	41.02%	-	-	-	-	-	-
096	1557	711	45.66%	-	-	-	-	-	-
097	1178	475	40.32%	-	-	-	-	-	-
098	1670	549	32.87%	-	-	-	-	-	-
099	1375	773	56.22%	-	-	-	-	-	-
100	1532	669	43.67%	-	-	-	-	-	-
101	1271	548	43.12%	-	-	-	-	-	-
102	1467	405	27.61%	-	-	-	-	-	-
103	825	361	43.76%	-	-	-	-	-	-
104	2125	858	40.38%	-	-	-	-	-	-
105	1054	361	34.25%	-	-	-	-	-	-
106	1031	534	51.79%	-	-	-	-	-	-
107	1771	800	45.17%	-	-	-	-	-	-
108	2370	1103	46.54%	-	-	-	-	-	-
109	2001	858	42.88%	-	-	-	-	-	-
110	1169	155	13.26%	-	-	-	-	-	-
111	1329	588	44.24%	-	-	-	-	-	-
112	1760	943	53.58%	-	-	-	-	-	-
113	1712	611	35.69%	-	-	-	-	-	-
114	277	24	8.66%	-	-	-	-	-	-
115	1907	1104	57.89%	-	-	-	-	-	-
116	2351	1102	46.87%	-	-	-	-	-	-
117	1525	635	41.64%	-	-	-	-	-	-
118	1739	943	54.23%	-	-	-	-	-	-
119	1262	541	42.87%	-	-	-	-	-	-
120	1840	827	44.95%	-	-	-	-	-	-
121	1159	671	57.89%	-	-	-	-	-	-
122	1247	506	40.58%	-	-	-	-	-	-
123	2403	904	37.62%	-	-	-	-	-	-
124	941	394	41.87%	-	-	-	-	-	-
125	1210	647	53.47%	-	-	-	-	-	-
126	933	504	54.02%	-	-	-	-	-	-
127	2851	1678	58.86%	-	-	-	-	-	-
128	1285	629	48.95%	-	-	-	-	-	-
129	1218	536	44.01%	-	-	-	-	-	-
130	2024	884	43.68%	-	-	-	-	-	-
131	1392	710	51.01%	-	-	-	-	-	-

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	TURN OUT			TOWN OF ORO VALLEY MAYOR						
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	HIREMATH, SATISH	STRANEY, PATRICK PAT	Write-In Votes	
132	1878	865	46.06%	-	-	-	-	-	-	-
133	1916	836	43.63%	-	-	-	-	-	-	-
134	1254	507	40.43%	-	-	-	-	-	-	-
135	103	33	32.04%	-	-	-	-	-	-	-
136	147	39	26.53%	-	-	-	-	-	-	-
137	138	43	31.16%	-	-	-	-	-	-	-
138	404	103	25.50%	-	-	-	-	-	-	-
139	311	113	36.33%	-	-	-	-	-	-	-
140	398	148	37.19%	-	-	-	-	-	-	-
141	2163	1826	84.42%	-	-	-	-	-	-	-
142	1863	840	45.09%	-	-	-	-	-	-	-
143	584	196	33.56%	-	-	-	-	-	-	-
144	1514	602	39.76%	-	-	-	-	-	-	-
145	4072	2244	55.11%	4071	2241	2181	1357 62.22%	820 37.60%	4	0.18%
146	1275	558	43.76%	-	-	-	-	-	-	-
147	1132	461	40.72%	-	-	-	-	-	-	-
148	1442	711	49.31%	-	-	-	-	-	-	-
149	1283	669	52.14%	-	-	-	-	-	-	-
150	240	73	30.42%	-	-	-	-	-	-	-
151	604	299	49.50%	-	-	-	-	-	-	-
152	541	154	28.47%	-	-	-	-	-	-	-
153	1954	806	41.25%	-	-	-	-	-	-	-
154	905	271	29.94%	-	-	-	-	-	-	-
155	840	161	19.17%	-	-	-	-	-	-	-
156	1069	520	48.64%	-	-	-	-	-	-	-
157	1581	381	24.10%	-	-	-	-	-	-	-
158	1225	662	54.04%	-	-	-	-	-	-	-
159	2078	476	22.91%	-	-	-	-	-	-	-
160	1043	208	19.94%	-	-	-	-	-	-	-
161	580	284	48.97%	-	-	-	-	-	-	-
162	1002	472	47.11%	-	-	-	-	-	-	-
163	1324	578	43.66%	-	-	-	-	-	-	-
164	1376	672	48.84%	-	-	-	-	-	-	-
165	192	118	61.46%	-	-	-	-	-	-	-
166	1627	518	31.84%	-	-	-	-	-	-	-
167	915	375	40.98%	-	-	-	-	-	-	-
168	416	253	60.82%	-	-	-	-	-	-	-
169	3121	1424	45.63%	3121	1424	1371	867 63.24%	500 36.47%	4	0.29%
170	1351	609	45.08%	-	-	-	-	-	-	-
171	1640	952	58.05%	-	-	-	-	-	-	-
172	2419	948	39.19%	2418	948	917	506 55.18%	410 44.71%	1	0.11%
173	2415	952	39.42%	2415	952	912	589 64.58%	323 35.42%	0	0.00%
174	1971	948	48.10%	-	-	-	-	-	-	-
175	114	45	39.47%	-	-	-	-	-	-	-

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	TURN OUT			TOWN OF ORO VALLEY MAYOR						
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	HIREMATH, SATISH	STRANEY, PATRICK PAT	Write-In Votes	
176	1073	454	42.31%	-	-	-	-	-	-	
177	2216	814	36.73%	-	-	-	-	-	-	
178	1614	827	51.24%	-	-	-	-	-	-	
179	2509	1375	54.80%	-	-	-	-	-	-	
180	1961	893	45.54%	-	-	-	-	-	-	
181	2171	1099	50.62%	-	-	-	-	-	-	
182	2264	989	43.68%	-	-	-	-	-	-	
183	1549	800	51.65%	-	-	-	-	-	-	
184	1470	700	47.62%	-	-	-	-	-	-	
185	1097	430	39.20%	-	-	-	-	-	-	
186	176	115	65.34%	-	-	-	-	-	-	
187	2131	1124	52.75%	0	0	0	0	0	0	
188	1668	897	53.78%	-	-	-	-	-	-	
189	876	392	44.75%	-	-	-	-	-	-	
190	875	255	29.14%	-	-	-	-	-	-	
191	685	298	43.50%	-	-	-	-	-	-	
192	1923	933	48.52%	-	-	-	-	-	-	
193	856	679	79.32%	-	-	-	-	-	-	
194	2850	1134	39.79%	2850	1134	1085	703 64.79%	381 35.12%	1 0.09%	
195	1157	671	57.99%	-	-	-	-	-	-	
196	6	2	33.33%	-	-	-	-	-	-	
197	1383	647	46.78%	-	-	-	-	-	-	
198	1204	552	45.85%	-	-	-	-	-	-	
199	1710	913	53.39%	-	-	-	-	-	-	
200	885	403	45.54%	436	175	168	95 56.55%	73 43.45%	0 0.00%	
201	1569	616	39.26%	-	-	-	-	-	-	
202	1926	903	46.88%	0	0	0	0	0	0	
203	893	308	34.49%	-	-	-	-	-	-	
204	320	171	53.44%	-	-	-	-	-	-	
205	1534	1225	79.86%	-	-	-	-	-	-	
206	294	145	49.32%	-	-	-	-	-	-	
207	1619	1321	81.59%	-	-	-	-	-	-	
208	828	365	44.08%	-	-	-	-	-	-	
209	1532	1194	77.94%	-	-	-	-	-	-	
210	1517	863	56.89%	-	-	-	-	-	-	
211	1396	757	54.23%	-	-	-	-	-	-	
212	1451	473	32.60%	1451	473	459	299 65.14%	160 34.86%	0 0.00%	
213	135	44	32.59%	-	-	-	-	-	-	
214	1625	928	57.11%	-	-	-	-	-	-	
215	852	369	43.31%	-	-	-	-	-	-	
216	1964	887	45.16%	1964	887	861	503 58.42%	356 41.35%	2 0.23%	
217	1862	971	52.15%	-	-	-	-	-	-	
218	1986	918	46.22%	-	-	-	-	-	-	
219	1635	579	35.41%	-	-	-	-	-	-	

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	TURN OUT			TOWN OF ORO VALLEY MAYOR						
	Reg. Voters	Cards Cast	% Turnout	Reg. Voters	Times Counted	Total Votes	HIREMATH, SATISH	STRANEY, PATRICK PAT	Write-In Votes	
220	1975	1092	55.29%	-	-	-	-	-	-	-
221	1279	638	49.88%	-	-	-	-	-	-	-
222	1027	409	39.82%	-	-	-	-	-	-	-
223	687	233	33.92%	-	-	-	-	-	-	-
224	1852	681	36.77%	-	-	-	-	-	-	-
225	2591	1062	40.99%	-	-	-	-	-	-	-
226	697	352	50.50%	-	-	-	-	-	-	-
227	2548	849	33.32%	-	-	-	-	-	-	-
228	842	453	53.80%	-	-	-	-	-	-	-
229	3130	1511	48.27%	-	-	-	-	-	-	-
230	586	301	51.37%	-	-	-	-	-	-	-
231	2099	633	30.16%	-	-	-	-	-	-	-
232	776	233	30.03%	-	-	-	-	-	-	-
233	2272	847	37.28%	-	-	-	-	-	-	-
234	1201	443	36.89%	-	-	-	-	-	-	-
235	1412	402	28.47%	-	-	-	-	-	-	-
236	542	124	22.88%	-	-	-	-	-	-	-
237	1037	508	48.99%	-	-	-	-	-	-	-
238	1638	892	54.46%	-	-	-	-	-	-	-
239	2177	1130	51.91%	-	-	-	-	-	-	-
240	74	61	82.43%	-	-	-	-	-	-	-
241	1239	690	55.69%	-	-	-	-	-	-	-
242	1332	509	38.21%	-	-	-	-	-	-	-
243	1370	686	50.07%	-	-	-	-	-	-	-
244	506	120	23.72%	-	-	-	-	-	-	-
245	994	400	40.24%	-	-	-	-	-	-	-
246	1017	340	33.43%	-	-	-	-	-	-	-
247	236	66	27.97%	-	-	-	-	-	-	-
248	535	142	26.54%	-	-	-	-	-	-	-
Total	339730	147063	43.29%	27068	11479	11072	6808 61.49%	4251 38.39%	13	0.12%

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

Date:09/01/14

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TOWN OF ORO VALLEY COUNCIL

	Reg. Voters	Times Counted	Total Votes	BRISTOW, DONALD	HORNAT, JOE	SNIDER, MARY	WATERS, LOU	Write-In Votes
220	-	-	-	-	-	-	-	-
221	-	-	-	-	-	-	-	-
222	-	-	-	-	-	-	-	-
223	-	-	-	-	-	-	-	-
224	-	-	-	-	-	-	-	-
225	-	-	-	-	-	-	-	-
226	-	-	-	-	-	-	-	-
227	-	-	-	-	-	-	-	-
228	-	-	-	-	-	-	-	-
229	-	-	-	-	-	-	-	-
230	-	-	-	-	-	-	-	-
231	-	-	-	-	-	-	-	-
232	-	-	-	-	-	-	-	-
233	-	-	-	-	-	-	-	-
234	-	-	-	-	-	-	-	-
235	-	-	-	-	-	-	-	-
236	-	-	-	-	-	-	-	-
237	-	-	-	-	-	-	-	-
238	-	-	-	-	-	-	-	-
239	-	-	-	-	-	-	-	-
240	-	-	-	-	-	-	-	-
241	-	-	-	-	-	-	-	-
242	-	-	-	-	-	-	-	-
243	-	-	-	-	-	-	-	-
244	-	-	-	-	-	-	-	-
245	-	-	-	-	-	-	-	-
246	-	-	-	-	-	-	-	-
247	-	-	-	-	-	-	-	-
248	-	-	-	-	-	-	-	-
Total	27068	11479	26382	4556 17.27%	6672 25.29%	7611 28.85%	7472 28.32%	71 0.27%

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

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TOWN OF ORO VALLEY - PROPOSITION 414

	Reg. Voters	Times Counted	Total Votes	YES	NO
Jurisdiction Wide					
001	-	-	-	-	-
002	-	-	-	-	-
003	-	-	-	-	-
004	-	-	-	-	-
005	-	-	-	-	-
006	-	-	-	-	-
007	-	-	-	-	-
008	-	-	-	-	-
009	-	-	-	-	-
010	-	-	-	-	-
011	-	-	-	-	-
012	3596	1533	1252	875 69.89%	377 30.11%
013	2529	813	660	423 64.09%	237 35.91%
014	-	-	-	-	-
015	-	-	-	-	-
016	-	-	-	-	-
017	-	-	-	-	-
018	-	-	-	-	-
019	-	-	-	-	-
020	-	-	-	-	-
021	-	-	-	-	-
022	-	-	-	-	-
023	-	-	-	-	-
024	0	0	0	0	0
025	-	-	-	-	-
026	-	-	-	-	-
027	-	-	-	-	-
028	-	-	-	-	-
029	17	7	6	5 83.33%	1 16.67%
030	-	-	-	-	-
031	-	-	-	-	-
032	-	-	-	-	-
033	-	-	-	-	-
034	-	-	-	-	-
035	-	-	-	-	-
036	-	-	-	-	-
037	-	-	-	-	-
038	-	-	-	-	-
039	-	-	-	-	-
040	-	-	-	-	-
041	-	-	-	-	-
042	-	-	-	-	-
043	-	-	-	-	-

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

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TOWN OF ORO VALLEY - PROPOSITION 414

	Reg. Voters	Times Counted	Total Votes	YES		NO	
044	-	-	-	-	-	-	-
045	-	-	-	-	-	-	-
046	-	-	-	-	-	-	-
047	-	-	-	-	-	-	-
048	-	-	-	-	-	-	-
049	-	-	-	-	-	-	-
050	-	-	-	-	-	-	-
051	-	-	-	-	-	-	-
052	-	-	-	-	-	-	-
053	-	-	-	-	-	-	-
054	-	-	-	-	-	-	-
055	-	-	-	-	-	-	-
056	-	-	-	-	-	-	-
057	-	-	-	-	-	-	-
058	-	-	-	-	-	-	-
059	-	-	-	-	-	-	-
060	-	-	-	-	-	-	-
061	-	-	-	-	-	-	-
062	-	-	-	-	-	-	-
063	-	-	-	-	-	-	-
064	-	-	-	-	-	-	-
065	-	-	-	-	-	-	-
066	-	-	-	-	-	-	-
067	-	-	-	-	-	-	-
068	-	-	-	-	-	-	-
069	-	-	-	-	-	-	-
070	-	-	-	-	-	-	-
071	-	-	-	-	-	-	-
072	-	-	-	-	-	-	-
073	-	-	-	-	-	-	-
074	-	-	-	-	-	-	-
075	-	-	-	-	-	-	-
076	-	-	-	-	-	-	-
077	2200	892	732	541	73.91%	191	26.09%
078	-	-	-	-	-	-	-
079	-	-	-	-	-	-	-
080	-	-	-	-	-	-	-
081	-	-	-	-	-	-	-
082	-	-	-	-	-	-	-
083	-	-	-	-	-	-	-
084	-	-	-	-	-	-	-
085	-	-	-	-	-	-	-
086	-	-	-	-	-	-	-
087	-	-	-	-	-	-	-

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

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TOWN OF ORO VALLEY - PROPOSITION 414

	Reg. Voters	Times Counted	Total Votes	YES	NO
088	-	-	-	-	-
089	-	-	-	-	-
090	-	-	-	-	-
091	-	-	-	-	-
092	-	-	-	-	-
093	-	-	-	-	-
094	-	-	-	-	-
095	-	-	-	-	-
096	-	-	-	-	-
097	-	-	-	-	-
098	-	-	-	-	-
099	-	-	-	-	-
100	-	-	-	-	-
101	-	-	-	-	-
102	-	-	-	-	-
103	-	-	-	-	-
104	-	-	-	-	-
105	-	-	-	-	-
106	-	-	-	-	-
107	-	-	-	-	-
108	-	-	-	-	-
109	-	-	-	-	-
110	-	-	-	-	-
111	-	-	-	-	-
112	-	-	-	-	-
113	-	-	-	-	-
114	-	-	-	-	-
115	-	-	-	-	-
116	-	-	-	-	-
117	-	-	-	-	-
118	-	-	-	-	-
119	-	-	-	-	-
120	-	-	-	-	-
121	-	-	-	-	-
122	-	-	-	-	-
123	-	-	-	-	-
124	-	-	-	-	-
125	-	-	-	-	-
126	-	-	-	-	-
127	-	-	-	-	-
128	-	-	-	-	-
129	-	-	-	-	-
130	-	-	-	-	-
131	-	-	-	-	-

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

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TOWN OF ORO VALLEY - PROPOSITION 414

	Reg. Voters	Times Counted	Total Votes	YES		NO	
132	-	-	-	-	-	-	-
133	-	-	-	-	-	-	-
134	-	-	-	-	-	-	-
135	-	-	-	-	-	-	-
136	-	-	-	-	-	-	-
137	-	-	-	-	-	-	-
138	-	-	-	-	-	-	-
139	-	-	-	-	-	-	-
140	-	-	-	-	-	-	-
141	-	-	-	-	-	-	-
142	-	-	-	-	-	-	-
143	-	-	-	-	-	-	-
144	-	-	-	-	-	-	-
145	4071	2241	1931	1423	73.69%	508	26.31%
146	-	-	-	-	-	-	-
147	-	-	-	-	-	-	-
148	-	-	-	-	-	-	-
149	-	-	-	-	-	-	-
150	-	-	-	-	-	-	-
151	-	-	-	-	-	-	-
152	-	-	-	-	-	-	-
153	-	-	-	-	-	-	-
154	-	-	-	-	-	-	-
155	-	-	-	-	-	-	-
156	-	-	-	-	-	-	-
157	-	-	-	-	-	-	-
158	-	-	-	-	-	-	-
159	-	-	-	-	-	-	-
160	-	-	-	-	-	-	-
161	-	-	-	-	-	-	-
162	-	-	-	-	-	-	-
163	-	-	-	-	-	-	-
164	-	-	-	-	-	-	-
165	-	-	-	-	-	-	-
166	-	-	-	-	-	-	-
167	-	-	-	-	-	-	-
168	-	-	-	-	-	-	-
169	3121	1424	1204	880	73.09%	324	26.91%
170	-	-	-	-	-	-	-
171	-	-	-	-	-	-	-
172	2418	948	806	583	72.33%	223	27.67%
173	2415	952	779	556	71.37%	223	28.63%
174	-	-	-	-	-	-	-
175	-	-	-	-	-	-	-

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

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TOWN OF ORO VALLEY - PROPOSITION 414

	Reg. Voters	Times Counted	Total Votes	YES	NO
176	-	-	-	-	-
177	-	-	-	-	-
178	-	-	-	-	-
179	-	-	-	-	-
180	-	-	-	-	-
181	-	-	-	-	-
182	-	-	-	-	-
183	-	-	-	-	-
184	-	-	-	-	-
185	-	-	-	-	-
186	-	-	-	-	-
187	0	0	0	0	0
188	-	-	-	-	-
189	-	-	-	-	-
190	-	-	-	-	-
191	-	-	-	-	-
192	-	-	-	-	-
193	-	-	-	-	-
194	2850	1134	966	675 69.88%	291 30.12%
195	-	-	-	-	-
196	-	-	-	-	-
197	-	-	-	-	-
198	-	-	-	-	-
199	-	-	-	-	-
200	436	175	142	78 54.93%	64 45.07%
201	-	-	-	-	-
202	0	0	0	0	0
203	-	-	-	-	-
204	-	-	-	-	-
205	-	-	-	-	-
206	-	-	-	-	-
207	-	-	-	-	-
208	-	-	-	-	-
209	-	-	-	-	-
210	-	-	-	-	-
211	-	-	-	-	-
212	1451	473	402	268 66.67%	134 33.33%
213	-	-	-	-	-
214	-	-	-	-	-
215	-	-	-	-	-
216	1964	887	729	506 69.41%	223 30.59%
217	-	-	-	-	-
218	-	-	-	-	-
219	-	-	-	-	-

Statement of Votes Cast

140826PimaPrimary

SOVC For Jurisdiction Wide, All Counters, TOWN OF ORO VALLEY

Date:09/01/14

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TOWN OF ORO VALLEY - PROPOSITION 414

	Reg. Voters	Times Counted	Total Votes	YES		NO
220	-	-	-	-	-	-
221	-	-	-	-	-	-
222	-	-	-	-	-	-
223	-	-	-	-	-	-
224	-	-	-	-	-	-
225	-	-	-	-	-	-
226	-	-	-	-	-	-
227	-	-	-	-	-	-
228	-	-	-	-	-	-
229	-	-	-	-	-	-
230	-	-	-	-	-	-
231	-	-	-	-	-	-
232	-	-	-	-	-	-
233	-	-	-	-	-	-
234	-	-	-	-	-	-
235	-	-	-	-	-	-
236	-	-	-	-	-	-
237	-	-	-	-	-	-
238	-	-	-	-	-	-
239	-	-	-	-	-	-
240	-	-	-	-	-	-
241	-	-	-	-	-	-
242	-	-	-	-	-	-
243	-	-	-	-	-	-
244	-	-	-	-	-	-
245	-	-	-	-	-	-
246	-	-	-	-	-	-
247	-	-	-	-	-	-
248	-	-	-	-	-	-
Total	27068	11479	9609	6813	70.90%	2796 29.10%



Town Council Regular Session

Item # **1.**

Meeting Date: 09/03/2014
Submitted By: Mike Standish, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 14 (PRIVATE CLUB) LIQUOR LICENSE FOR STONE CANYON CLUB LOCATED AT 14200 N. HOHOKAM VILLAGE PLACE

RECOMMENDATION:

Staff recommends approval of this liquor license to the Arizona Department of Liquor Licenses and Control for the following reasons:

1. No protests to this license have been received.
2. The necessary background investigation was conducted by the Police Department.
3. The Police Department has no objections to the approval of the Series 14 Liquor License.

EXECUTIVE SUMMARY:

An application for a new Series 14 (Private Club) Liquor License has been submitted by Owner/Agent Philip Green Sr. for Stone Canyon Club located at 14200 N. Hohokam Village Place.

Mr. Green has submitted all necessary paperwork to the Town of Oro Valley and the Arizona Department of Liquor Licenses and Control, and has paid all related fees associated with applying for the liquor license (\$500 Application Processing Fee).

BACKGROUND OR DETAILED INFORMATION:

This non-transferable, on-sale retail privileges liquor license allows the holder of a club license to sell and serve all types of spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their bona fide guests. A "club" is defined in the statutes as including veterans and fraternal organizations and their building associations, golf, social and airline clubs.

In accordance with Section 4-201 of the Arizona Revised Statutes, the application was posted for 20 days on the premises of the applicant's property, ending July 9, 2014. No protests were received during this time period.

Police Chief Daniel Sharp completed a standard background check on Stone Canyon Club and Owner/Agent Philip Green Sr. Chief Sharp has no objection to the approval of the Series 14 (Private Club) License.

FISCAL IMPACT:

Per Ordinance No. (O)11-16, the Town of Oro Valley charges a \$500 liquor license application processing fee to cover the costs incurred by the Town to process the application.

Per Section 8-2-6 Schedule of the Oro Valley Town Code, persons licensed by the State of Arizona to deal in spirituous liquor within the Town shall pay an annual license fee of \$80.00 to the Town.

SUGGESTED MOTION:

I MOVE to (recommend or deny) approval of the issuance of a Series 14 Liquor License to the Arizona Department of Liquor Licenses and Control for Philip Green Sr. and principals for Stone Canyon Club located at 14200 N. Hohokam Village Place.

Attachments

Stone Canyon Club Liquor License

DANIEL G. SHARP
CHIEF OF POLICE

TO: Mike Standish

FROM:  Daniel G. Sharp

DATE: 30 June 2014

RE: Background Investigation, Application for Liquor License
Stone Canyon Club
14200 N. Hohokam Village Place

On June 30, 2014, the Oro Valley Police Department completed a standard background check on the Stone Canyon Club including owner/agent Phillip Green Jr.

The Oro Valley Police Department has no objection for the issuance of a liquor license to the Stone Canyon Club located at 14200 N. Hohokam Village place.

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 14103027

- 1. Type of License(s): Series #14
2. Total fees attached: \$ 200.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- 1. Owner/Agent's Name: Mr. Green, Sr. Philip Jesse (Last First Middle)
2. Corp./Partnership/L.L.C.: OB Sports Golf Management (Stone Canyon), LLC
3. Business Name: Stone Canyon Club
4. Principal Street Location: 14200 N. Hohokam Village Place Oro Valley Pima 85731
5. Business Phone: (520) 219-1500 Daytime Phone: (480) 776-8101 Email: N/A
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 7025 E. Greenway Parkway, Suite 550, Scottsdale, AZ 85254
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100.00 Application 100.00 Interim Permit Site Inspection Finger Prints \$ 200.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: [Signature] Date: 6.13.14 Lic. # 14103027

License Type: Series 14 Private Club

This non-transferable, on-sale retail privileges liquor license allows the holder of a club license to sell and serve all types of spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their bona fide guests. A "club" is defined in the statutes as including veterans and fraternal organizations and their building associations, golf, social and airline clubs.



Town Council Regular Session

Item # **2.**

Meeting Date: 09/03/2014
Requested by: Bayer Vella
Submitted By: Rosevelt Arellano
Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING: ORDINANCE NO. (O)14-08, AMENDING THE TOHONO CHUL PARK ZONING (PLANNED AREA DEVELOPMENT) FOR FESTIVAL BANNER SIGNS, LOCATED AT THE NORTHEAST CORNER OF INA ROAD AND PASEO DEL NORTE

RECOMMENDATION:

The Planning and Zoning Commission recommends approval of the proposed revisions depicted in Attachment 1, Exhibit "A".

EXECUTIVE SUMMARY:

The applicant proposes an amendment to the Tohono Chul Park Planned Area Development (PAD) to increase the existing banner size and gain additional identification space. The purpose of the request is to improve the banners' readability and visual appeal along the adjacent roadways.

The request will not change the number and location of banner signs allowed under the existing PAD zoning provisions.

BACKGROUND OR DETAILED INFORMATION:

Existing Site Conditions

- Property is approximately 48.5 acres
- Zoning is Tohono Chul Park PAD
- Property contains a park, museum, botanical garden, and a number of accessory uses, including a restaurant, art gallery, educational facilities, retail sales, tours, and administrative offices.

Approvals-to-Date:

- 2001: Development Plan approved under Pima County
- 2012: Tohono Chul Park Planned Area Development drafted; including festival banner signs along road frontages
- 2013: Tohono Chul Park annexed into TOV and rezoned Tohono Chul Park PAD

Applicant Proposal

The proposed changes are outlined below and illustrated in Attachment 2 and 3.

Existing Tohono Chul PAD Banner Size and Copy	Proposed Tohono Chul Park PAD Banner Size and Copy	
6' tall x 1.5' wide (9 sq. ft.)	8.5' tall x 2.5' wide (21.25 sq. ft.)	
Bottom portion restricted to TOV copy only	Bottom portion allows TOV or Tohono Chul Park copy	

The current zoning provisions allow festival banner signs on twenty (20') foot tall poles along the South (Ina Road) and west (Paseo del Norte) borders of the property (Attachment 3).

The applicant's narrative (Attachment 4) indicates that the existing banner sign provisions are designed at a pedestrian scale and not for vehicular traffic. The requested amendment would allow larger banner signs to be readable for passing motorists. A photo simulation (Attachment 5) depicting the existing and proposed banner signs is included for Ina Road, which has a speed limit of 45 mph.

The proposed banner size will improve its readability to passing motorists and create safer driving conditions. In other words, motorists will be able to read the signs without having to slow down and potentially impede traffic. The proposal includes letters that are sized to be consistent with federal safety standards (i.e. 6" and 8") for public roadways signs at speeds of 45 mph.

The current zoning provisions only allows the Town seal to be identified on the bottom portion of the banner. The requested amendment would allow a Tohono Chul Park logo to be placed on the bottom portion of alternating banners. The application indicates that the request would improve the banners' visual appeal, and distinguish the Park and the Town as two separate entities.

General Plan Conformance

The proposed PAD Amendment has been evaluated against the goals and policies of the General Plan. The relevant goals and policies include:

- Ensuring safe and efficient vehicular traffic
- Allowing businesses to attract customers with least intrusive signs possible
- Promoting and sustaining Oro Valley's arts and culture

The proposed banner signs represent a balance approach to conformance with the above goals and policies. The reasons are as follows:

- Larger banner signs will improve the banners' readability to passing motorists and create safer driving conditions
- Larger letter size closely approximates federal safety standards and represents the "least intrusive" and safe option
- Alternating banners will contain the Town seal and reflect the Town's commitment to promoting and sustaining arts and culture

Planning and Zoning Commission Review

The applicant's request was heard by the Planning and Zoning Commission on August 5, 2014.

At the conclusion of the public meeting, the Commission voted to recommend approval of the proposed PAD Amendment based on conformance with the goals and policies of the General Plan. The Planning and Zoning Commission staff report is included as Attachment 6 and the Planning and Zoning Commission draft minutes are included as Attachment 7.

Public Notification and Comment

Public notice has been provided as follows:

- Notification of all property owners within 600' feet and extended area
- Homeowners Association mailing
- Advertisement in The Daily Territorial newspaper
- Post on property
- Post at Town Hall and website

A neighborhood meeting was held and attended by two residents and interested parties on July 16, 2014. At the meeting, the residents expressed general support for the proposed banner sign changes due to the expectation that the proposal would improve traffic safety and will not have a greater impact to the area than the existing banner sign allowances. A copy of the neighborhood meeting summary notes are attached (Attachment 8).

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to APPROVE Ordinance No. (O)14-08, amending the Tohono Chul Park Planned Area Development relating to festival banner signs, subject to the revisions depicted in Attachment 1, Exhibit "A".

OR

I MOVE to DENY Ordinance No. (O)14-08, amending the Tohono Chul Park Planned Area Development relating to festival banner signs, finding that _____.

Attachments

Attachment 1 - (O)14-08 Amending Tohono Chul Park PAD re Festival Banners

Attachment 2 - Banner Sign Dimensions

Attachment 3 - Banner Sign Locations

Attachment 4 - Applicant Narrative

Attachment 5 - Photo Simulation of Existing and Proposed Banner Signs

Attachment 6 - PZC Staff Report

Attachment 7 - PZC Draft Minutes

Attachment 8 - Neighborhood Meeting Summary Notes

ORDINANCE NO. (O)14-08

AN ORDINANCE OF THE TOWN OF ORO VALLEY ARIZONA, REPEALING AND REPLACING THE EXISTING ORO VALLEY TOHONO CHUL PARK PLANNED AREA DEVELOPMENT; AND REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, on April 17, 2013, the Mayor and Council approved Ordinance (O) 13-03, adopting that certain document entitled “Tohono Chul Park Planned Area Development”; and

WHEREAS, the property owners of the Tohono Chul Park propose an amended PAD to allow an increase to the festival banner size and additional identification space; and

WHEREAS, on August 5, 2014, Planning and Zoning Commission reviewed the proposed an amended Planned Area Development (PAD); and

WHEREAS, the Oro Valley Town Council has considered the proposed PAD amendment, and the Planning and Zoning Commission’s recommendation and finds it consistent with the Town’s General Plan and other Town ordinances; and

WHEREAS, at a duly noticed Town Council Meeting on September 3, 2014, Tohono Chul Park Planned Area Development, was declared a public record by Mayor and Council.

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

SECTION 1. The existing Tohono Chul Park Planned Area Development is hereby repealed.

SECTION 2. That certain document entitled Tohono Chul Park Planned Area Development, attached hereto as Exhibit “A” and incorporated herein by this reference and declared a public record on September 3, 2014, is hereby adopted.

SECTION 3. All Oro Valley ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 3rd day of September, 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: _____

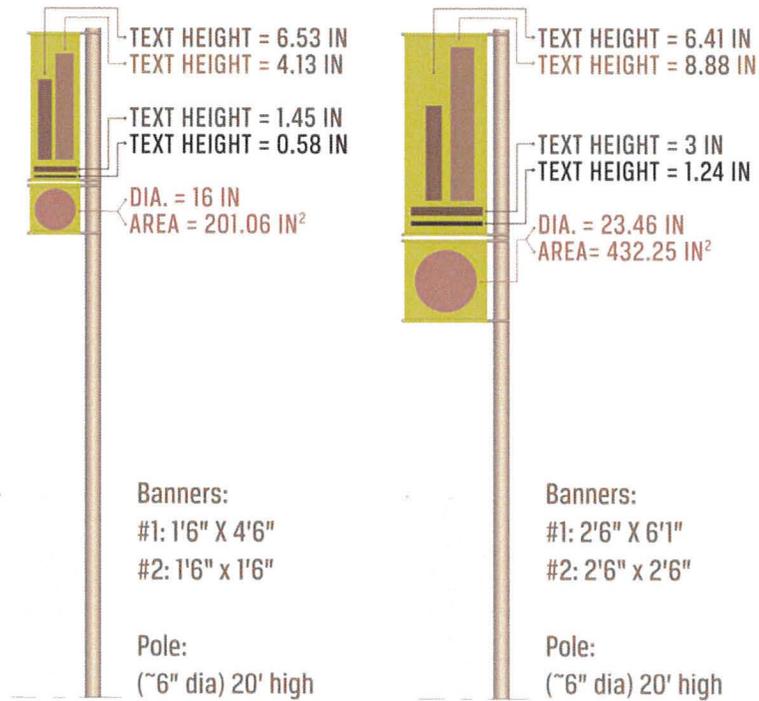
Date: _____

EXHIBIT “A”

Example 3: Comparison of sizes on 20' banner pole



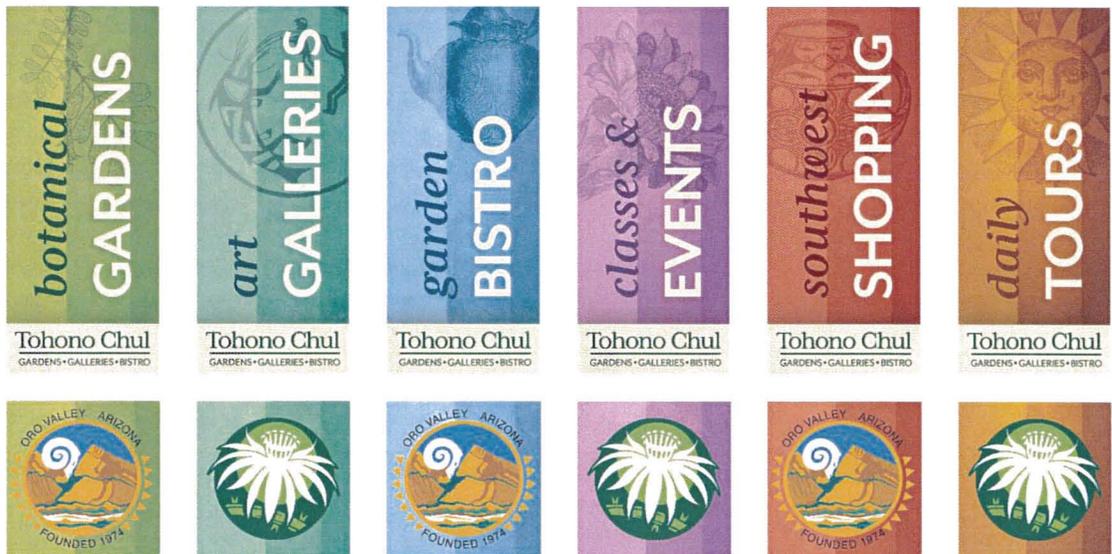
Example 4: Text and Logo height comparison (11.4 inch letter height is optimal)



Example 1: Current 1.5' x 6' without alternating logos



Example 2: Proposed 2.5' x 8/5' with alternating logos



Attachment 3

Existing Banner Sign Locations



Proposed Banner Sign Locations





To the Staff of Oro Valley,

Tohono Chul Park Inc. (TCP) is asking for the following changes to the Planned Area Development:

1. Increase the banner size from 1.5' x 6' to 2.5' x 8.5'.
 - a. TCP's Director of Marketing mistakenly requested a size that is suitable for pedestrian traffic, not vehicular traffic. After the pedestrian-sized banners were approved in the PAD and research continued to implement the project, she discovered the error.
 - b. The requested size is closer to the recommended letter height of 11.4 inches for vehicular traffic on a four lane road. (We are not requesting larger banners that fit the optimal 11.4 inch letter height in the interest of retaining visual appeal on the road.)
 - c. The larger size better accommodates the round shaped logos of both the Town and TCP. The increased size doubles the diameter, which quadruples the area mass of the logo. Oro Valley's logo is visually complex, so the increased size is critical to make it recognizable from the road.
 - d. With approval from the Town, TCP purchased \$12,000 worth of 20' aluminum poles. When banner design was subsequently completed, the pedestrian-sized banners looked disproportionately small on the tall poles.

2. Allow Tohono Chul additional advertising space on every second consecutive banner.
 - a. Once the designs were created, it became apparent that using only the Oro Valley logo on all six of the signs made it seem as if Tohono Chul was operated by the Town of Oro Valley. Alternating the two logos distinguishes the two entities. (Since parks are generally run by government entities, many people already assume Tohono Chul is also a government entity).
 - b. Alternating the TCP and Oro Valley logos adds visual appeal to the banner signs.

The importance of the signs, as discussed and agreed by both Tohono Chul and Oro Valley during the planning stages are:

1. Equivalent to a full-page advertisement in the Northwest Section of the AZ Daily Star, every day for a year. This equates to \$2,800 per day or \$1,022,000.00 per year in advertising.

2. Distinguishes the most popular offerings of Tohono Chul.
3. Highlights Oro Valley's cultural offerings.
4. Advertises Oro Valley's newest annexation.
5. Drive-in traffic from I-10 to five of the seven most popular resorts in Tucson must pass the new banners. This alerts tourists to Oro Valley's cultural offerings.
6. The banners border the southernmost part of Oro Valley, letting people know they are entering our fair town.

Please join me in ensuring that we install correctly sized banners that are both proportionate to the poles and legible to passing traffic. The smaller signs currently approved in the PAD will not be legible and will simply clutter the roadside and increase public complaints. Let's make these banners valuable and worthwhile.

Sincerely,

A handwritten signature in cursive script that reads "Marcia Ring". The signature is written in dark ink and is positioned below the word "Sincerely,".

Marcia Ring
Director of Marketing
Tohono Chul

Please see attachments below

Example 5: Mock-up of 1.5'x6' banner as seen by median on Ina Rd.



Banner: #1: 1'6" X 4'6" & #2: 1'6" x 1'6" | Pole: (~6" dia) 20' high

Example 6: Mock-up of 2.5 x 8.5' banner as seen by median on Ina Rd.



Banners: #1: 2'6" X 6'1" & #2: 2'6" x 2'6" | Pole: (~6" dia) 20' high



PAD Amendment Planning and Zoning Commission Staff Report

Attachment 6

CASE NUMBER: OV914-004 Tohono Chul Park

MEETING DATE: August 5, 2014

AGENDA ITEM: 2

STAFF CONTACT: Rosevelt Arellano, Planner
rarellano@orovalleyaz.gov (520) 229-4817

Applicant: Tohono Chul Park

Request: Amend the Tohono Chul Park Planned Area Development zoning provisions related to festival banner signs

Location: Northeast corner of Ina Road and Paseo del Norte

Recommendation: Approve requested PAD Amendment

SUMMARY:

The applicant is requesting to amend the Tohono Chul Park Planned Area Development (PAD) to increase the existing permitted banner size and provide Tohono Chul Park additional identification space on select banners. The purpose of the request is to increase the banners' readability for passing motorists.

Tohono Chul Park is a unique, destination oriented museum and botanical garden which was established in the 1960's. The park has grown to become a nationally recognized showcase for Sonoran Desert and southwest region plants, arts and culture. This area was annexed into Oro Valley in 2013. Based on the unique cultural nature of the use, Planned Area Development zoning was approved which included the use of festival banner signs along Ina Road and Paseo del Norte. The use of banner signs for museums, art galleries, zoo's and similar cultural and civic community uses is common in municipalities across the nation to support cultural uses and reinforce community identity.

The applicant's request does not propose changes to the number and location of banners permitted and allowed under the existing Planned Area Development and is limited to increasing the size and identification space on the banners for the park.

BACKGROUND:

Site Conditions:

- Property is approximately 48.5 acres

- Zoning is Tohono Chul Park PAD
- Property contains a park, museum, botanical garden, and a number of accessory uses, including a restaurant, art gallery, educational facilities, retail sales, tours, and administrative offices.

Land Use Context:

Direction	Land Use
North	St. Odilia Roman Catholic Church and Single-Family Residences
South	Single-Family Residences
East	Commercial Development
West	Third Church of Christ Scientist, Single-Family Residences, Commercial

Approvals-to-Date:

- 2001: Development Plan approved under Pima County
- 2012: Tohono Chul Park Planned Area Development established; including festival banner signs along road frontages
- 2013: Tohono Chul Park annexed into TOV and rezoned Tohono Chul Park PAD

DISCUSSION / ANALYSIS:

Applicant Proposal:

The proposed changes are outlined below and illustrated in Attachments 1 and 2.

Existing Tohono Chul PAD Banner Size and Copy	Proposed Tohono Chul Park PAD Banner Size and Copy
6' tall x 1.5' wide (9 sq. ft.)	8.5' tall x 2.5' wide (21.25 sq. ft.)
Bottom portion restricted to TOV copy only	Bottom portion allows TOV or Tohono Chul Park copy

The current zoning provisions allow festival banner signs on twenty (20') foot tall poles along the south (Ina Road) and west (Paseo del Norte) borders of the property (Attachment 2).

The applicant's narrative (Attachment 3) indicates that the existing banner provisions are designed for pedestrian scale and not intended for vehicular traffic. The applicant indicates that the proposed banner size would improve the banners' readability to passing motorists as originally intended. A photo simulation (Attachment 4) depicting the existing and proposed banner signs is included for Ina Road, which has a speed limit of 45 mph.

The current zoning provisions only allows the Town to be identified on the bottom portion of the banners. The requested amendment would allow the Park to use the bottom portion of alternating banners. The application indicates that the proposed change will improve the banners' visual appeal, and distinguish the Park and the Town as two separate entities.

PAD Amendment Analysis

The increased readability of the proposed larger banner size will increase traffic safety along the adjacent roadways. The larger banner signs would permit the use of larger letter sizes better correlated with the 45 mph speed of the roadway. Standards for private signs vary, so staff researched appropriate letter sizes relative to speed for public roadways. The applicant's proposal is consistent with federal sign requirements (Manual on Uniform Traffic Control Devices) for public roadway signs.

The proposed amendment represents a balanced approach to providing identification for the multiples uses within the park, and the increase will not have a greater impact on the area than the existing banner allowances.

The applicant's proposal to use the bottom portion on alternating banners may improve the visual appeal along the street frontage and eliminate any confusion created by including the Town logo only on the bottom portion of the banner.

General Plan Goal and Policy Conformance Analysis

The following is an analysis of the amendment's consistency with the relevant goals and policies of the General Plan.

Policy 2.1.10 The Town shall create standards for signage to provide information and direction to allow business to attract and maintain customers with the least intrusive signage possible.

Staff Comment: The proposed PAD Amendment will allow larger banner signs and additional identification which may attract more customers to Tohono Chul Park. The proposed scale of the banner signs is appropriate for the variety of uses on the property and the arterial street function of Ina Road. The sign lettering closely approximates federal safety standards and represents the "least intrusive" and safe option.

Goal 5.1 The Town shall ensure the safe, convenient and efficient vehicular and non-motorized traffic circulation to serve both within and through the community.

Staff Comment: The proposed banner size will improve the banners' readability to passing motorists and create safer driving conditions along the adjacent roadways.

Goal 9.1 The Town shall enhance the quality of life by promoting and sustaining the arts and culture in our community.

Staff Comment: The proposed banners will contain the Town seal to reinforce the cultural and community value of the park. The Town's support for and use of shared banners reflects the Town's commitment to promoting and sustaining the cultural significance of the Tohono Chul Park as a community asset.

PUBLIC PARTICIPATION:

Summary of Public Notice

Public notice included:

- Notification to all property owners within 600 feet
- Homeowners Association mailing
- Property posting
- Town Hall and website postings

Neighborhood Meetings

A neighborhood meeting was held with two residents in attendance on July 16, 2014. The main topics of discussion included the banners' graphics, locations and economic benefits. A copy of the neighborhood meeting summary notes are included as Attachment 5.

SUMMARY / CONCLUSION

The amendment to the Tohono Chul Park Planned Area Development as shown on Attachment 6, would enable an approximate balance as a "least intrusive" and safe design that promotes the Town's cultural and arts objectives.

RECOMMENDATION:

Based on the following findings:

- The request provides a balanced approach to safely identify services at the Tohono Chul Park.
- The increase will not have a greater impact to the area than the existing banner allowances.
- The request is consistent with relevant Goals and Policies of the General Plan.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend approval to the Town Council of the requested PAD Amendment OV 914-04.

SUGGESTED MOTIONS:

I move to recommend approval of the Tohono Chul PAD Amendment related to festival banner signs, based on the finding that the request provides a balanced approach to providing a “least intrusive” and safe design that promotes the Town’s cultural and arts objectives.

OR

I move to recommend denial of the Tohono Chul PAD Amendment related to festival banner signs as the request does not meet the finding that _____.

ATTACHMENTS:

1. Banner Sign Dimensions
2. Banner Sign Locations
3. Applicant’s Narrative
4. Photo Simulation – Existing and Proposed Banner Signs
5. Neighborhood Meeting Summary Minutes
6. Proposed Text Amendment

Bayer Vella, Interim Planning Division Manager

**DRAFT MINUTES
ORO VALLEY PLANNING AND ZONING COMMISSION
REGULAR SESSION
AMENDED AGENDA
August 5, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

CALL TO ORDER AT OR AFTER 6:00 PM

Chair Cox called the Oro Valley Planning and Zoning Commission Regular Session to order at 6:00 PM

ROLL CALL

PRESENT:

Don Cox, Chairman
John Buette, Vice-Chairman
Bill Leedy, Commissioner
Bill Rodman, Commissioner
Tom Drazazgowski, Commissioner
Greg Hitt, Commissioner
Frank Pitts, Commissioner

ALSO PRESENT:

Amanda Jacobs, Economic Development Administrator
Joe Hornat, Council Member and Liaison
Lou Waters, Vice Mayor
Joe Andrews, Chief Civil Deputy Attorney
Mike Zinkin, Councilmember
Bayer Vella, Interim Planning Manager

PLEDGE OF ALLEGIANCE

Chair Cox led the Commission and Audience in the Pledge of Allegiance

CALL TO AUDIENCE - at this time, any member of the public is allowed to address the commission on any issue not listed on today's agenda. Pursuant to the Arizona open meeting law, individual

commission 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 commission 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.

Bill Adler, Oro Valley Resident, requested the Board consider the format of public hearings and the process to be heard on a future agenda. Mr. Adler feels the State law does not stipulate how hearings should be formatted and the process may not be fair.

COUNCIL LIAISON COMMENTS

Joe Hornat, thanked the Commissioners for their anticipated participation in the upcoming General Plan Amendment process and meetings.

REGULAR AGENDA

1. REVIEW AND/OR APPROVAL OF THE JULY 1, 2014 REGULAR SESSION MEETING MINUTES

MOTION: A motion was made by Commissioner Rodman and seconded by Vice-Chairman Buette to approve the July 1, 2014 Regular Session Meeting Minutes

MOTION carried, 7-0.

2. PUBLIC HEARING: REQUEST TO AMEND THE TOHONO CHUL PARK ZONING PROVISIONS (PLANNED AREA DEVELOPMENT) TO ALLOW MORE FLEXIBLE FESTIVAL BANNER SIGN PROVISIONS, LOCATED ON THE NORTHEAST CORNER OF INA ROAD AND PASEO DEL NORTE, OV914-004

Rosevelt Arellano, Planner, presented the following staff report:

Map of the Park
Existing and Proposed Banner Size Images

Existing Banner/Proposed Banner Comparison Review and Conclusion

Marsha Ring, Director of Marketing for Tohono Chul, reviewed the purpose behind the request. Ms. Ring provided images of the existing and proposed banners.

Bill Adler, Oro Valley Resident, expressed his opinion regarding the request and the Zoning code. He requested additional information regarding the length of time the banners would be up. He also feels the request is inconsistent with the code. Banner signs are prohibited, but are a part of the PAD for the park. Mr. Adler asked where the documentation regarding the safety of the proposed changes exists.

MOTION: A motion was made by Commissioner Rodman and seconded by Commissioner Leedy to approve OV914-004

MOTION carried, 7-0.

3. PLANNING AND ZONING COMMISSION FALL SCHEDULE AND MEETING PARTICIPATION

Bayer Vella, Interim Planning Manager, reviewed the upcoming Planning and Zoning Commission meetings for the Commission Members:

Upcoming Major General Plan Amendment schedule of meetings:

October 7 - MGPA's #1 Off Site Public Hearing

October 21 - Special PZC - Non MGPA's Water Conservation Study Session

November 3 - MGPA's #2 Recommendation

November 20 - Special PZC - Non MGPA's

December 10 - Town Council MGPA's

Upcoming Neighborhood Meetings Major General Plan Amendments:

August 7 - Shannon South of IRHS Casas Baptist Church 6:00 PM

August 13 - La Cholla and Lambert Northwest and Southwest Casas Baptist Church 6:00 PM

September 8 - Shannon South of IRHS Casas Baptist Church 6:00 PM
September 10 - La Cholla and Lambert Northwest and Southwest Location
TBD

PLANNING UPDATE (INFORMATIONAL ONLY)

Bayer Vella, Interim Planning Manager, provided the following Planning Updates:

The September Planning and Zoning Commission meeting is expected to have several items on the agenda. Including:

The first case is a zoning code amendment involving the Environmentally Sensitive Land ordinance to add lot width as a flexible design option.

The second case is a zoning code amendment to allow grading closer to the property line with Town and adjacent property owner permission.

The third case is a Type 2 home occupation for Mr. B's Plumbing. After those cases we will take a break then go into a study session for a presentation and discussion on the Major General Plan Amendments.

At the Town Council meeting scheduled for September 3, the Council will hear the cases regarding the Tohono Chul, Olson Rezoning and the Koi property on Oracle.

FUTURE AGENDA ITEMS

Member Pitts requested staff consider adding Mr. Adler's items of concern to the next meeting agenda.

ADJOURNMENT

MOTION: A motion was made by Commissioner Rodman and seconded by Commissioner Leedy to adjourn

MOTION carried, 7-0.

Neighborhood Meeting Summary
Tohono Chul Park
PAD Amendment
July 16, 2014
6:00 – 7:30

1. Introductions and Welcome

Meeting Facilitator Chad Daines, Principal Planner, introduced the Oro Valley Staff Paul Keesler, DIS Director, and Rosevelt Arellano, Project Manager. Two residents and interested parties attended the meeting, including Council Members Hornat, Waters, Snider and CDRB Member Bruce Wyckoff.

2. Staff Presentation

Rosevelt Arellano, Project Manager, provided a presentation that included:

- PAD Amendment Review Process
- Review Tools
- Public Participation Opportunities
- Next Steps

3. Applicant Presentation

Marcia Ring, Tohono Chul Park Marketing Director, provided a presentation that included:

- Reasons for the request
- Images of the existing and proposed banner signs
- Photo simulation of the existing and proposed banner signs along Ina Road
- Photo simulation of the Park's banners and Town of Oro Valley's 40th Anniversary banners

4. Public Questions and Comments

- What are the economic benefits of the proposed banner signs?
- Are the banners' graphics interchangeable?
- How long will the banners be placed on the property?
- What is the distance between each banner sign?
- Will the banner poles be permanently mounted in the ground?

5. Next Steps

- The next steps include:
 - Formal application
 - Staff review
 - Planning and Zoning Commission Public Hearing
 - Town Council Public Hearing

Meeting dates will be posted on the Town website (www.orovalleyaz.gov) and notices will be mailed to residents within the notification area and all individuals who signed the sign-in sheet at the meeting.

For more information, please contact Rosevelt Arellano, Planner, at (520) 229-4817 or rarellano@orovalleyaz.gov.



Town Council Regular Session

Item # **3.**

Meeting Date: 09/03/2014
Requested by: Bayer Vella
Submitted By: Michael Spaeth, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING: ORDINANCE NO. (O)14-09, TUCSON KOI & WATER GARDENS REQUESTS A REZONING FOR APPROXIMATELY 2.8 ACRES LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY 1/4 MILE SOUTH OF MAGEE ROAD FROM R1-144 AND R-S TO C-N AND USE OF A MODIFIED REVIEW PROCESS AS ENABLED BY THE ENVIRONMENTALLY SENSITIVE LANDS SECTION OF THE ZONING CODE

RECOMMENDATION:

The Planning and Zoning Commission recommends approval of the requested rezoning, subject to the conditions in Attachment 2. The Commission also recommends approval of the modified review process.

EXECUTIVE SUMMARY:

The applicant proposes to rezone from R1-144 (low density residential) & R-S (a zone that permits a mix of residential & limited commercial uses) to Neighborhood Commercial. The site is 2.8 acres and located east of Oracle Road, approximately 1/4 mile south of Magee Road. The applicant is also requesting approval of a Conditional Use Permit to allow for a plant nursery on the site.

The property is designated Neighborhood Commercial/Office on the General Plan Future Land Use Map (Attachment 6). This request conforms with the Neighborhood Commercial/Office land use designation and all polices promoting land use compatibility in the General Plan.

The applicant is requesting the use of a modified review process enabled by the Environmentally Sensitive Lands section of the Zoning Code, which allows for administrative review of a site plan, provided it conforms with the Tentative Development Plan approved as part of the rezoning request. At both the neighborhood meeting and the Planning and Zoning Commission hearing, it was apparent that there are no remaining issues related to potential impacts on nearby properties.

BACKGROUND OR DETAILED INFORMATION:

The applicant proposes to rezone the property to Neighborhood Commercial (Attachment 1 & 7) to develop a retail plant nursery. The proposed plant nursery will include an approximate 1,800 sq. ft. showroom, green houses, outdoor gardens, walking paths and demonstration koi ponds.

Current Site Conditions

- Zoning is R1-144 and R-S
- Vacant Property

Approvals-to-date

- No approvals to date

General Plan Conformance

Rezoning requests are reviewed for conformance with the General Plan Future Land Use Map which designates the property as Neighborhood Commercial/Office. The proposed rezoning to Neighborhood Commercial conforms to the land use designation on the General Plan Future Land Use Map.

The application and corresponding site analysis (attachment 3) has also been evaluated against the Vision, Goals and Policies of the General Plan. Several relevant General Plan Goals and Policies are listed below, followed by a brief discussion of the rezoning requests conformance with each, with a more detailed analysis provided in the Planning and Zoning Commission staff report (Attachment 4).

Neighborhood Compatibility

Several General Plan Goals and Policies address neighborhood compatibility.

Allowed uses in the proposed Neighborhood Commercial zoning district are intended for neighborhood scale office, retail and service uses in proximity to residential areas. The allowed uses must be compatible with neighboring residential relative to type and scale. The proposed rezoning is compatible with adjacent residential uses, consistent with General Plan policy.

Preservation of Open Space and Buffering

Several General Plan Goals and Policies address the preservation of open space and buffering to limit impacts on adjacent properties.

The smaller building footprints of Neighborhood Commercial uses allow for additional open space conservation and increased buffering to adjacent uses. The proposed Tentative Development Plan includes a conserved riparian corridor bisecting the property and has proposed landscape areas and buffer yards to provide additional open space areas, consistent with General Plan Policies.

Modified Review Process

The applicant has requested the use of a modified review process. The Environmentally Sensitive Lands (ESL) section of the Zoning Code (Section 27.10.F.2.c.i.a.) 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 an additional benefit for conserving open space.

This application has been adequately vetted by neighbors and the Planning and Zoning Commission. It is not apparent that the community would benefit from additional review at public meetings.

Tentative Development Plan

Predominant features of the proposed Tentative Development Plan include:

- An approximately 1,800 sq. ft. single-story showroom;
- Two (2) approximately 900 sq. ft. greenhouses along the eastern portion of the site;
- Outdoor gardens and walking paths;
- Demonstration koi ponds
- Preservation of the required ninety-five percent (95%) Critical Resource Area bisecting the property;
- Twenty (20) parking spaces.

The proposed Tentative Development Plan is consistent with the Zoning Code.

Public Notification and Comment

Public notice has been provided to the following:

- Notification of all property owners within 600 feet and extended area
- Homeowners Association mailing
- Advertisement in the Daily Territorial newspaper
- Post on property
- Post at Town Hall and on website

A neighborhood meeting was held on December 18, 2013, with approximately 3 residents and interested parties in attendance. Notable discussion topics included neighborhood buffers, traffic, building height, hours of operation and potential nuisances. A copy of the neighborhood meeting summary notes have been included as Attachment 8.

A Planning and Zoning Commission hearing was held on July 1, 2014. Primary issues discussed during the hearing included compatibility with the General Plan land use designation for the property, water conservation and anticipated lighting impacts. Two residents spoke during the hearing.

The Planning and Zoning Commission voted to recommend approval of the requested rezoning with conditions. The Commission also recommended approval of the modified review process. The meeting minutes are provided as Attachment 5.

Staff has received one resident comment via email that has been provided as Attachment 9.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve Ordinance No. (O)14-09, rezoning the Tucson Koi & Water Gardens property totaling 2.8 acres from R1-144 and R-S to C-N, subject to conditions in Attachment 2, using the ESL modified review process and finding that the request is consistent with the General Plan's Future Land Use Map and Vision, Goals and Policies.

OR

I MOVE to deny Ordinance No. (O)14-09, finding that the proposed rezoning is not consistent with the General Plan due to _____.

Attachments

ATTACHMENT 1 - (O)14-09 Tucson Koi and Water Gardens Rezoning

ATTACHMENT 2 - CONDITIONS OF APPROVAL

ATTACHMENT 3 - SITE ANALYSIS

ATTACHMENT 4 - PLANNING AND ZONING COMMISSION REPORT

ATTACHMENT 5 - PLANNING AND ZONING COMMISSION HEARING MINUTES

ATTACHMENT 6 - GENERAL PLAN LAND USE MAP

ATTACHMENT 7 - ZONING MAP

ATTACHMENT 8 - NEIGHBORHOOD MEETING SUMMARY

ATTACHMENT 9 - RESIDENT COMMENT

ORDINANCE NO. (O)14-09

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING A REZONING REQUEST BY THE WLB GROUP INC, TUCSON KOI AND WATER GARDENS WHICH IS THE 2.8 ACRES LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY ¼ MILE SOUTH OF MAGEE ROAD FROM R1-144 AND R-S TO C-N

WHEREAS, the WLB Group (the “Applicant”), applied for a rezoning from R1-144 and Residential Services (R-S) to Neighborhood Commercial (C-N) for an approximately 2.8 acre property located on the east side of Oracle Road approximately ¼ mile south of Magee Road. The property will be known as the Tucson Koi and Water Gardens , see map of property as depicted on Exhibit “A” attached hereto; and

WHEREAS, the subject property is traversed by a riparian corridor to be preserved as a natural open space; and

WHEREAS, the Applicant wishes to change the zoning to C-N which allows for uses which are complimentary to the surrounding residential uses; and

WHEREAS, the Applicant’s request for rezoning complies with the OVZCR; and

WHEREAS, the Applicant's request for rezoning complies with the applicable General Plan requirements; and

WHEREAS, on July 1, 2014, the Planning & Zoning Commission recommended approval for rezoning the property from R1-144 to R1-7 with conditions; and

WHEREAS, the Town Council has duly considered the Applicant’s request for rezoning of Tucson Koi and Water Garden’s property, which is located on the east side of Oracle Road approximately ¼ mile south of Magee Road.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona that the rezoning requested by the WLB Group to rezone the property, which is located on the east side of Oracle Road approximately ¼ mile south of Magee Road is hereby approved with the conditions attached hereto as Exhibit “B”.

NOW THEREFORE BE IT FURTHER ORDAINED that:

1. All Oro Valley ordinances, resolutions or motions and parts of ordinances, resolutions or motions of the Council in conflict with the provision of this Ordinance are hereby repealed.

2. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, on this 3rd day of September, 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"

MAP OF PROPERTY

EXHIBIT "B"

CONDITIONS OF APPROVAL

Attachment 2
Conditions of Approval
Tucson Koi and Water Gardens
OV914-001
September 3, 2014, Town Council

Planning

1. A cultural resource survey, in accordance with Section 27.10.D.3.e.v.b, must be completed prior to the approval of the Final Site Plan.
2. Relocate the proposed nursery showroom to maintain the minimum Critical Resource Area setback, per Section 27.10.F.3.b.i.b.
3. Add open space percentage to table on Tentative Development Plan.

Engineering

1. An in-lieu fee will be required for future construction of a 5' sidewalk along the Oracle Road frontage. An easement dedicated to the Town of Oro Valley will also be required for construction of the sidewalk. The fee and easement will need to be in place prior to issuance of a Certificate of Occupancy. The fee shall be held for a period of time not to exceed ten (10) years, after which, if the sidewalk has not been constructed, the in-lieu fee shall be returned to the applicant. (*Town Subdivision Street Standards: Sec 6.3.2*)
2. Revise the Tentative Development Plan to incorporate adequate off-street maneuvering area. (*Zoning Code: Sec. 27.7.H and 27.8.C*)
3. The sidewalk that is adjacent to the head in parking will be obstructed by the vehicle overhang from the parking space. Revise the TDP to incorporate an increased sidewalk width. (*Zoning Code: Sec. 27.7.H*)
4. Correct text to remove the language about providing a secondary access to the office complex to the south on page 27 of the Site Analysis.

OV113-031

Tucson Koi & Water Gardens

REZONING SITE ANALYSIS

Third Submittal, 08.10.14

Property Owners

Walter & Jane Wong
Family Investments, LLP
5437 East 3rd Street
Tucson, Arizona 85711

Tucson Koi and Water Gardens, LLC
3372 North Dodge Boulevard
Tucson, AZ 85716

Prepared By

The WLB Group, Inc.
Contact: Paul Oland
4444 East Broadway Boulevard
Tucson, Arizona 85711
520.881.7480

WLB No. 113036-A-001



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PART I – INVENTORY AND ANALYSIS

INTRODUCTION

This site analysis has been prepared in support of a proposed rezoning of two lots totaling approximately 2.8 acres. The property is located on Oracle Road approximately 1,000 feet south of Magee Road and is further identified as Parcel Numbers 225-51-011A and 225-51-012A. The subject site is surrounded by development on four sides. Properties to the north, south, and west (across Oracle Road) are all designated by the General Plan, zoned for and contain commercial uses. The area to the east of the project site is an existing single family neighborhood. The proposal is to rezone the properties from the current designation of RS and R1-144 to CN Neighborhood Commercial in order to allow the development of a retail plant nursery and showcase garden.

The proposed rezoning is appropriate for the following reasons:

1. The Town's General Plan designates this property as Neighborhood Commercial/Office (NCO).
2. The General Plan further identifies this as a "Growth area."
3. The site is located on Oracle Road, with approximately 55,000 vehicles passing everyday.
4. Properties to the north, south and west are all designated and developed with commercial uses.
5. The proposed plant nursery and gardens are low-impact commercial uses that provide a good land use transition and buffer between Oracle Road and the existing Neighborhood to the east.

I-A. Existing Land Uses

1. Site Location

The subject property is located within Township 12 South, Range 13 East, Section 36, Town of Oro Valley, Pima County, Arizona. It is bounded by Oracle Road to the west, a dirt alley to the east, and an alley easement to the north. Commercial developments exist to the north and south and an existing single family neighborhood to the east. The Pima County Tax Assessor designates the properties as parcels 225-51-012A and 225-51-011A.

Refer to Exhibit A: Location Map and Exhibit B: Aerial Photograph.

2. Existing Land Uses on Site

The subject properties are currently undeveloped and vacant. A wash bisects the site and flows from east to west.

Refer to Exhibit C: Existing Land Uses.

3. Adjacent Property Information

a. Existing Zoning

Parcel 225-51-011A: RS, Residential Service District
Parcel 225-51-012A: R1-144, Single Family Residential

North: C2, Regional Commercial
South: RS, Residential Service District
East: R1-36, Single Family Residential
West: C2, Regional Commercial, CR-1, CR-5 (Pima County)

Refer to Exhibit D: Existing Zoning.

b. Existing Land Use

Parcel 225-51-011A: Vacant, undeveloped
Parcel 225-51-012A: Vacant, undeveloped

North: Commercial Shopping Center (Plaza Escondido, including Marshalls, Panda Express, Trader Joes, two tire shops and numerous other retailers)
South: Commercial Office/Retail Building complex
East: Single Family Residential neighborhood
West: Commercial Shopping Center (Oracle Crossings) across Oracle Road including Wal-Mart Neighborhood Market, KFC, Taco Bell, and numerous other restaurant and businesses

Refer to Exhibit C: Existing Land Uses.

c. Existing General Plan Designations

Parcel 225-51-011A: Neighborhood Commercial/Office (Growth area)
Parcel 225-51-012A: Neighborhood Commercial/Office (Growth area)

North: Community/Regional Commercial (Growth area)
South: Neighborhood Commercial/Office (Growth area)
East: Low Density Residential (0.4 to 1.2 DU/acre)
West: Community/Regional Commercial (Growth area)

The site is designated on the General Plan Land Use Map as Neighborhood Commercial/ Office and is located within the Oracle/Magee/Ina Growth area. The Growth areas are particularly suitable for planned multi-modal transportation and infrastructure expansion and improvements designed to support a planned concentration of a variety of uses, such as residential, office, commercial, tourism and industrial uses.

The Neighborhood Commercial designation is intended to provide services to the surrounding residents. According to the General Plan, these areas “*must be developed for commercial and office uses...*”

Due to the existing General Plan designation of NCO, the location of the property in the Oracle/Magee/Ina Growth area, and the surrounding General Plan designations, the rezoning of the property to CN is appropriate.

Refer to Exhibit E: Existing General Plan.

d. Surrounding Building Heights

The single family residences to the east are all single story homes approximately 20’ in height. The commercial office and retail complex to the south are single story with an overall height of approximately 20’. The rear of the commercial center to the north and adjacent tire shop are approximately 20’ as well. The parapets on the front of the center approach 30’, consistent with the shopping center across Oracle Road.



Existing office/retail building to south



Tire shop located to the north of the site

Refer to Exhibit C: Existing Land Uses.

e. Pending Rezonings

According to the Town of Oro Valley website, there are no pending rezonings in the vicinity of the project.

f. Conditionally Approved Zonings

According to the Town of Oro valley website, there are no conditionally approved zonings in the vicinity of the project.

g. Surrounding Subdivisions & Development Plans

North: Escondido Plaza (Bk. 27 Pg. 82)

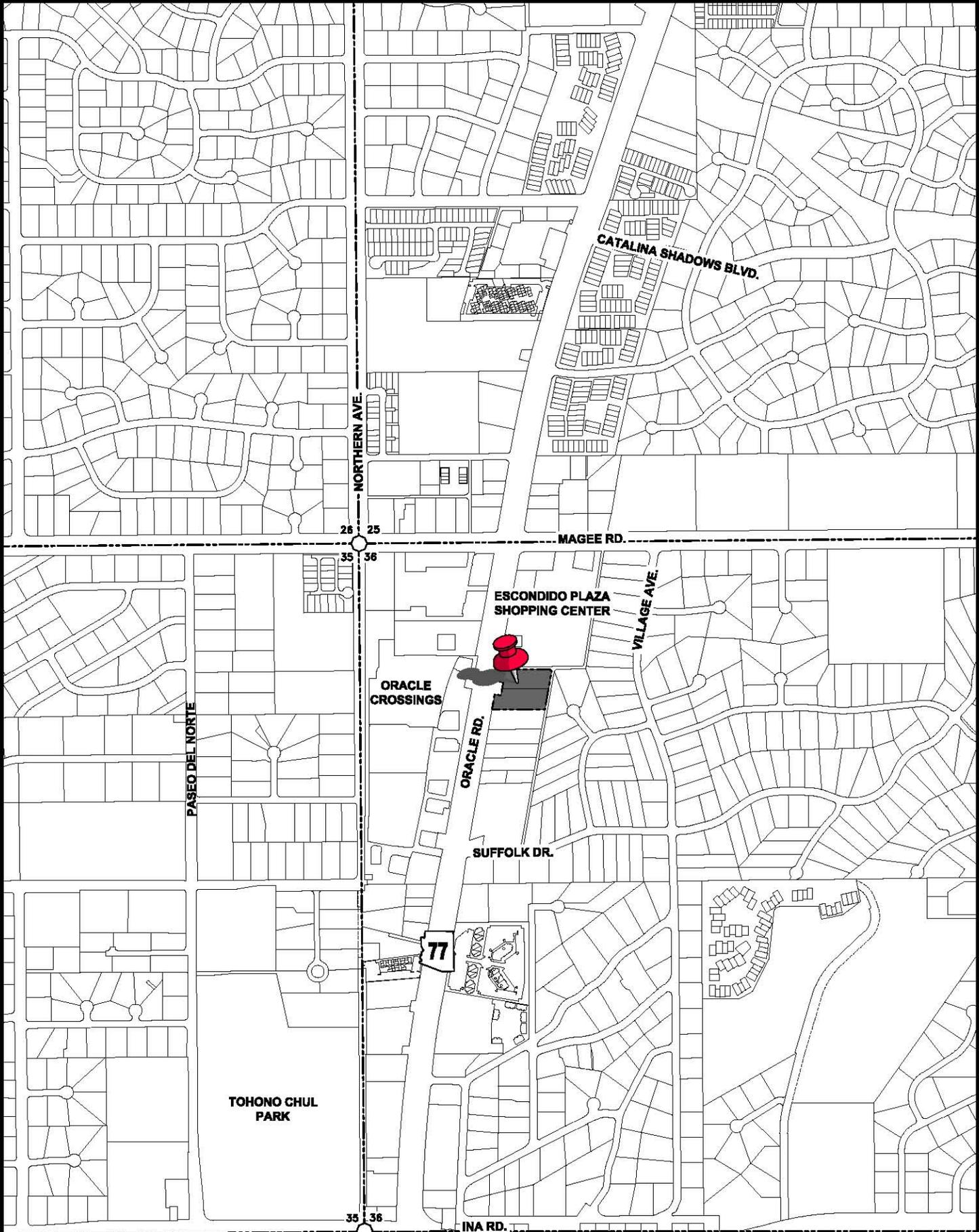
South: Suffolk Subdivision (Bk. 13 Pg. 18)

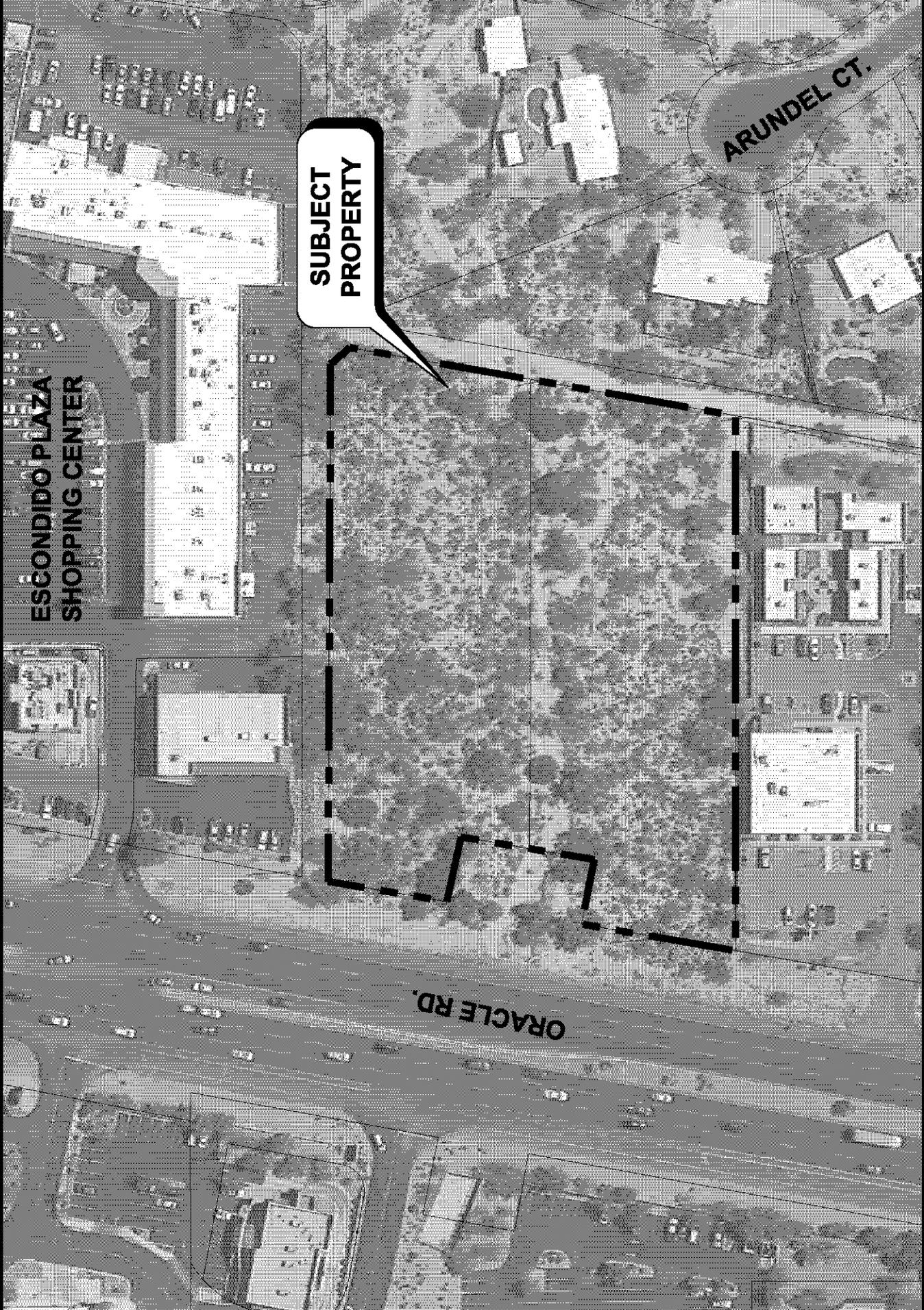
East: Suffolk Subdivision (Bk. 13 Pg. 18)

West: Oracle Crossings (Bk. 61 pg. 39), Bonita Acres (bk. 24, pg. 25)

4. Location and Ownership of Wells/Well Sites within 100 Feet of Site

According to the Arizona Department of Water Resources, there are no wells located within 100 feet of the project site.



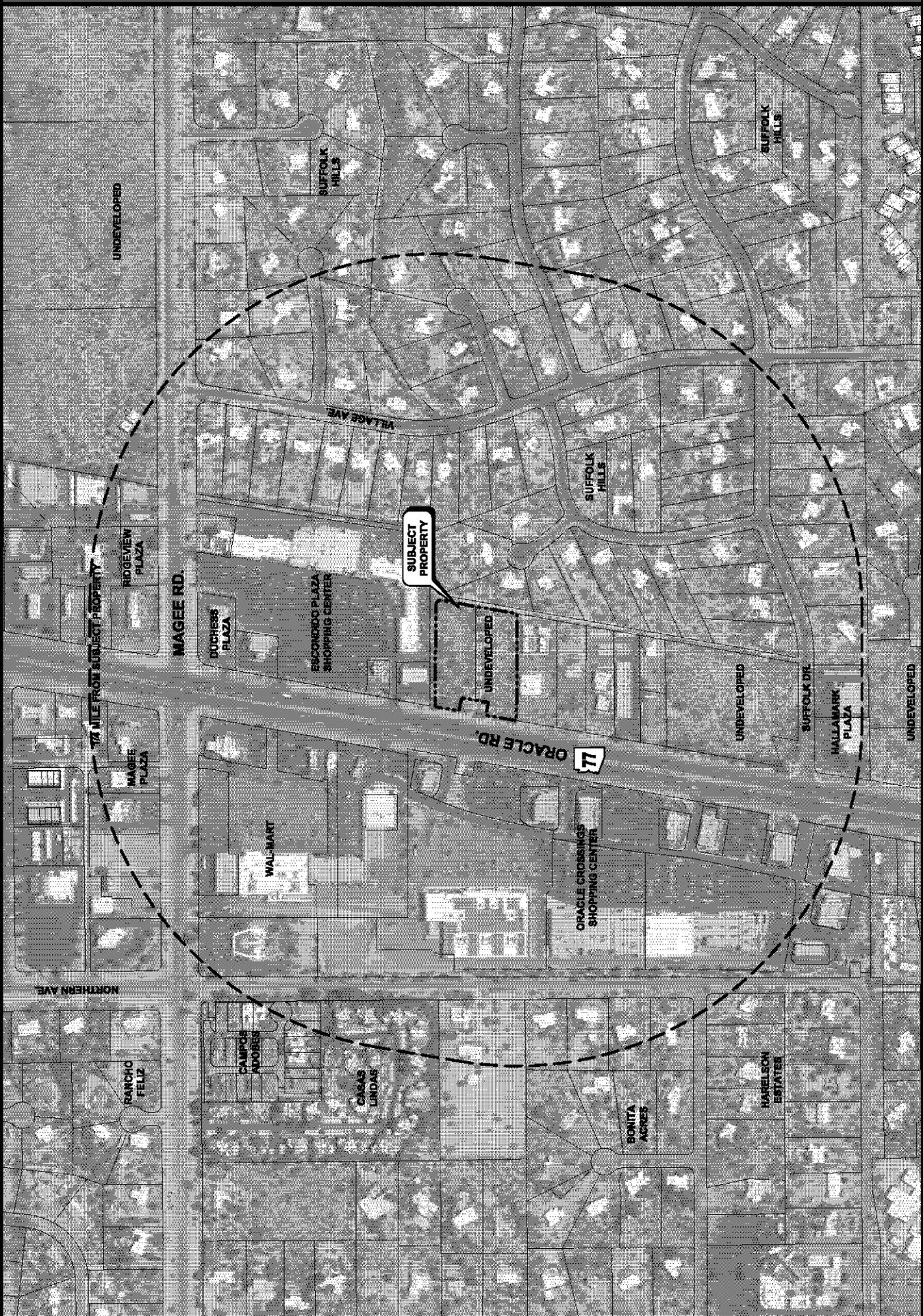


ESCONDIDO PLAZA
SHOPPING CENTER

**SUBJECT
PROPERTY**

ORACLE RD.

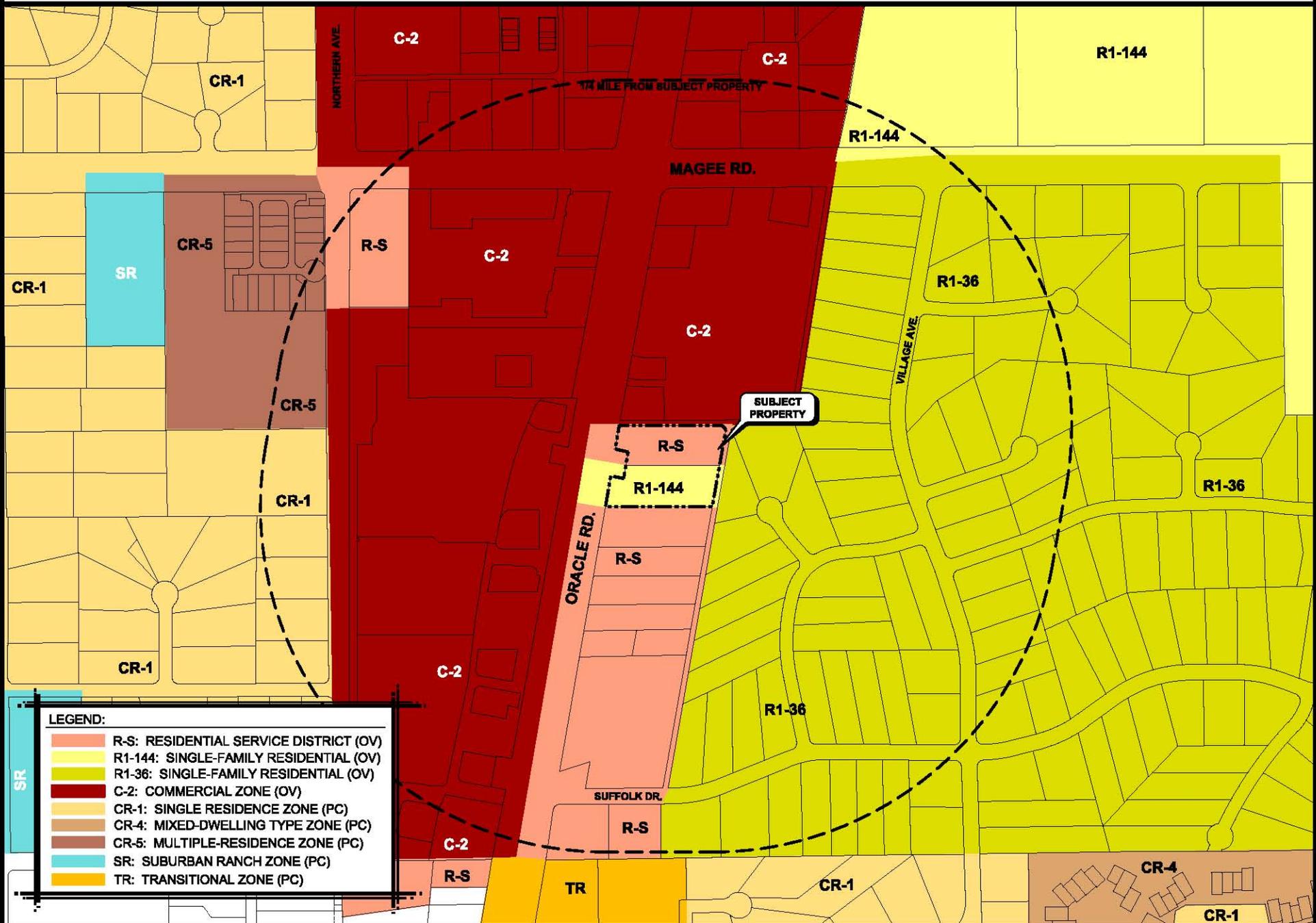
ARUNDEL CT.



2014.06.08
 Aerial Photo Date = 2013
 WLB No. 113036-A-001

TUCSON KOI & WATER GARDENS EXHIBIT C: EXISTING LAND USES



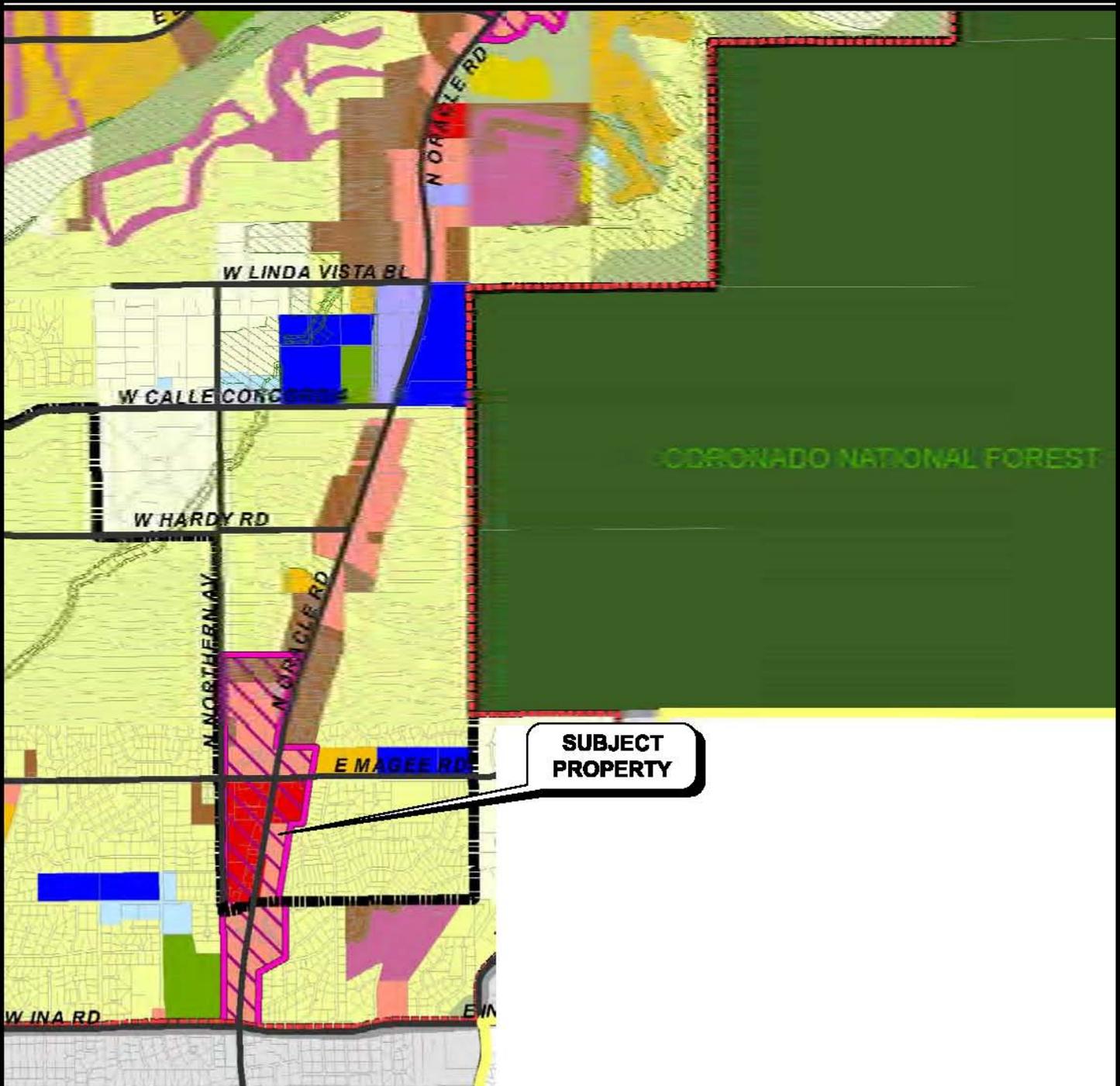


**TUCSON KOI & WATER GARDENS
EXHIBIT D: EXISTING ZONING**



2014.08.08
WLB No. 113036-A-001





Town of Oro Valley General Plan

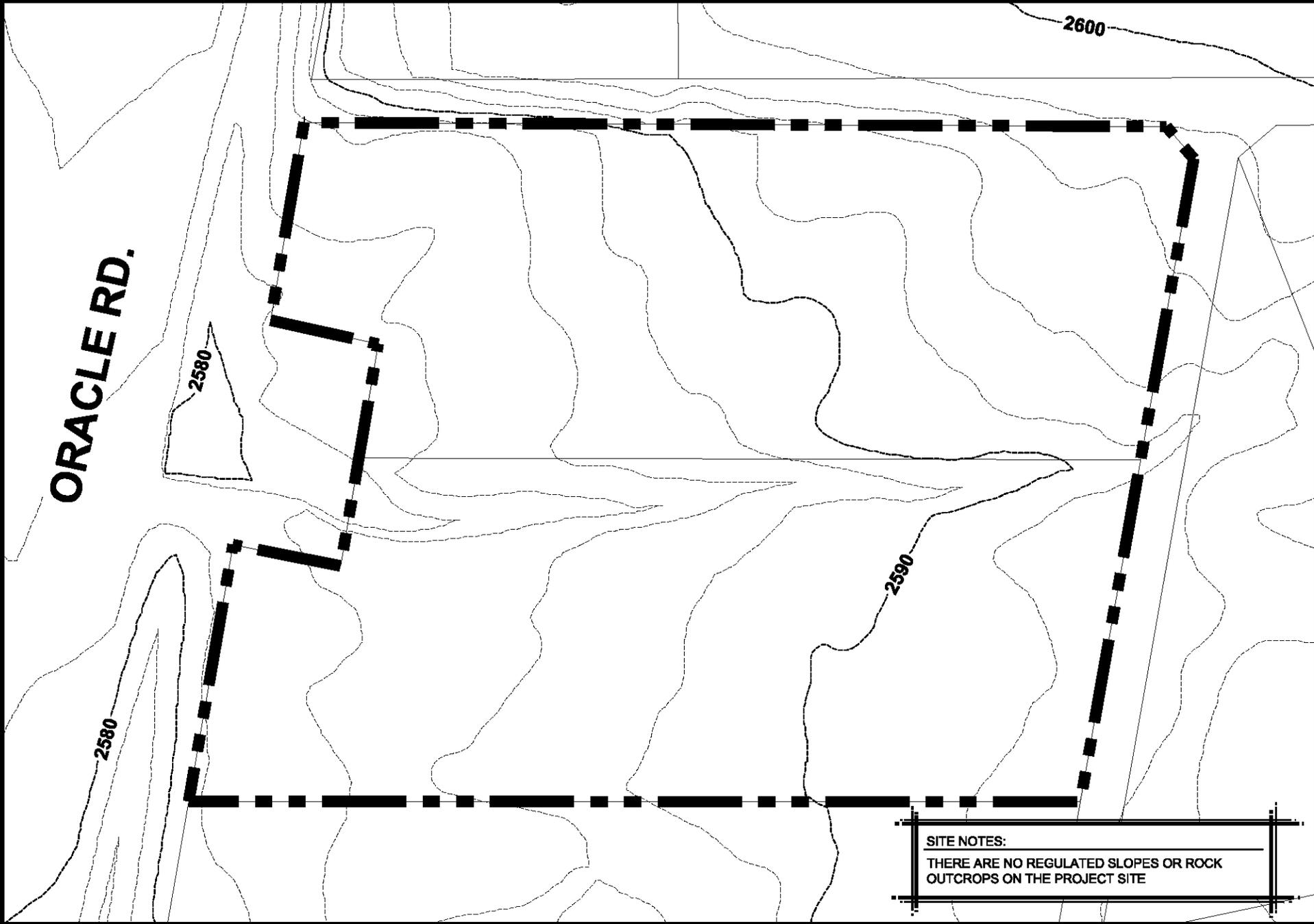
- | | | | |
|--|---|--|----------------------------------|
| | Oro Valley Limits | | Master Planned Community |
| | General Plan Planning Area | | Resort / Golf Course |
| | Arroyo Grande Planning Area | | Neighborhood Commercial / Office |
| | Growth Area | | Public / Semi-Public |
| | Urban Services Boundary | | Community / Regional Commercial |
| | General Plan Significant Resource Area | | Commerce / Office Park |
| | Rural Low Density Residential (0 - 0.3 DU/AC) | | School |
| | Low Density Residential (0.4 - 1.2 DU/AC) | | Open Space |
| | Low Density Residential (1.3 - 2.0 DU/AC) | | Park |
| | Medium Density Residential (2.1 - 5 DU/AC) | | National Forest |
| | High Density Residential (5+ DU/AC) | | Undesignated Area |

I-B. Topography

The topography of the site is characterized by a gentle slope from east to west. A small wash bisects the property. The high point is near the northeastern corner at 2596' and the low point is at Oracle Road and the box culvert at 2580', a drop in elevation of approximately 16 feet, or roughly a 4% average slope. The site does not contain any regulated 15% slopes, restricted peaks/ridges, rock outcrops or other significant topographic features. No areas of this development are subject to the ESL Hillside Area Category.

Refer to *Exhibit F: Topography*.

ORACLE RD.



SITE NOTES:

THERE ARE NO REGULATED SLOPES OR ROCK
OUTCROPS ON THE PROJECT SITE

I-C. Hydrology

1. Description and map (aerial photograph) of perimeter of all off-site watersheds effecting, or affected by, the site, upstream and downstream.

The site is designated as Zone 'X' per the FEMA Flood Insurance Rate Map (FIRM), Panel 04019C1680L, Revised June 16, 2011. However, the wash carries approximately 1,035 cfs and thereby, is locally regulated by the Town of Oro Valley. The off-site terrain of the upstream watersheds is mostly native desert vegetation, with a number of roadway crossings and residential development. The development in the upstream area was platted in the 1950s and therefore provides little, or no, detention.

Refer to Exhibit G: Off-Site Hydrology.

- a. Notation of all balanced and critical basins.

Per Town decree, the entire Town is classified as a critical basin.

2. Description of significant off-site features, natural or man-made, with above watersheds effected by, or affecting, the site.

Upstream of the site, the low density nature of existing development allows most drainage to flow naturally. The site is impacted by approximately 1,035 cfs from the neighborhood to the east.

3. Acreage of upstream off-site watersheds.

The upstream watershed that impacts the site is of comprised of approximately 90 acres.

Refer to Exhibit G: Off-Site Hydrology.

4. Description of characteristics of onsite hydrology.

A shallow wash bisects the project site running east to west. The bulk of the subject property is typical of the upland desert biome, featuring a mix of cactus, mesquites, palo verde, and other species. Pima County GIS data describes the soils as a mixed hydrological soil group.

On-site hydrologic analysis has been performed with the Rational Method. The Runoff Coefficients were prepared using the Town of Oro Valley Drainage Criteria Manual, and are based on soil types noted in the National Resource Conservation Service soils study. The hydrologic soil type within the project boundary is comprised of 53% 'C' / 47% 'D'. The vegetative cover and density have been determined using recent aerial photographs and field reconnaissance. The rainfall data was determined using the Generalized I-D-F Curves as found within Figure 3-3 of the TOV Drainage Criteria Manual.

- a. Approximate 100-year floodplains with discharges greater than, or equal to 50 cfs.

The wash that bisects the project site discharges approximately 1,035 cfs.

- b. Areas of sheet flooding and average depths.

The project site is not subject to sheet flooding based on the incised channel characteristics.

- c. Federally mapped floodways and floodplains

The site is free of any federally mapped floodways and floodplains as illustrated within the FEMA FIRM Panel: 04019C1070L. The site is locally regulated by the Town of Oro Valley.

- d. 100-year peak discharges exceeding 50 cfs.

The wash that bisects the project site discharges approximately 1,035 cfs.

- 5. A qualitative description of existing drainage conditions along the downstream property boundary.

Oracle Road (ADOT) bounds the entire downstream property line. A 24 foot wide by 42 inch tall box culvert collects the drainage from the site and directs it under Oracle Road, west to the existing drainage facilities within the Oracle Crossings Shopping Center,

LEGEND:

- PROPERTY BOUNDARY
- WATERSHED BOUNDARY

ORACLE ROAD

MAGEE ROAD

SUBJECT PROPERTY

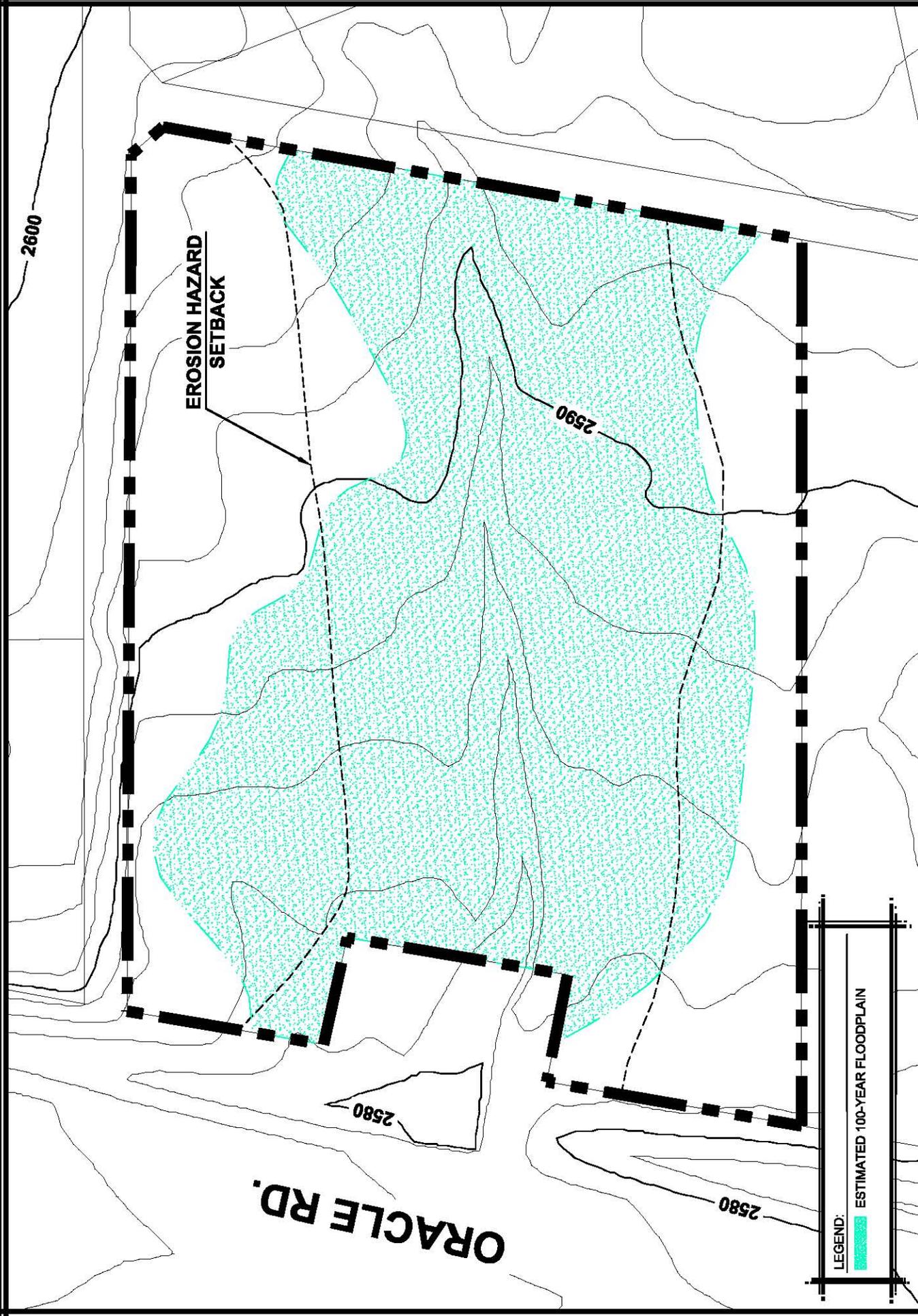
Q100 = 1,035 cfs.

TUCSON KOI & WATER GARDENS EXHIBIT G: OFFSITE HYDROLOGY



2014.06.08
Aerial Photo Date = 2013
WLB No. 113036-A-001





**EROSION HAZARD
SETBACK**

ORACLE RD.

LEGEND:
 ESTIMATED 100-YEAR FLOODPLAIN



**TUCSON KOI & WATER GARDENS
EXHIBIT H: ONSITE HYDROLOGY**

2014.06.06
 Contour Interval = 2 FL
 WLB No. 113038-A-001



I-D. Vegetation

1. Vegetative Communities.

The vegetative community on the property is typical of the Sonoran Desert Scrub Region, Arizona Upland Subdivision, Palo Verde-Cacti-Mixed Scrub Series (David E. Brown: Biotic Communities). Typical species found in this biome include Creosote (*Larrea tridentata*), White Bursage (*Ambrosia spp.*), Saguaro (*Carnegiea gigantea*), Foothills Palo Verde (*Cercidium microphyllum*), Velvet Mesquite (*Prosopis velutina*), Desert Hackberry (*Celtis pallida*), and Barrel Cactus (*Ferocactus wislizenii*). Other species onsite include *Cercidium floridum*, *acacia greggii*, *acacia constricta*, and *mammillaria microcarpa*,

2. Significant cacti and groups of trees and Federally-listed threatened or endangered species.

The site's significant vegetation has been analyzed according to the requirements of the Oro Valley Town Code (Section 27.6). The site was inspected on February 11, 2014. Please refer to *Exhibit H: Vegetation*, for results of the analysis. The following significant plant species were found on the project site: Barrel Cactus (*Ferocactus wislizenii*), Blue Palo Verde (*Cercidium floridum*), Velvet Mesquite (*Prosopis velutina*), and Saguaro (*Carnegiea gigantea*). More dense and diverse vegetation occurs along the minor washes crossing the subject property.

3. Vegetative densities by approximate percentage of plant cover.

As determined by field reconnaissance and analysis of aerial photographs, the subject property is characterized by undisturbed native scrub vegetation. A wash traverses the site from east to west. In some areas the wash contains mature vegetation. The density of the vegetation diminishes with distance from the wash.

Refer to *Exhibit I: Vegetation*.

LEGEND:

○ SIGNIFICANT VEGETATION W/ >4" CALIPER TRUNK

--- CRITICAL RESOURCE AREA

NOTES:

- NO ROCK OUTCROPS EXIST ON THE PROPERTY.
- NO DISTINCTIVE NATIVE PLANT STANDS EXIST ON THE PROPERTY.
- SEVERAL SAGUARO SPEARS WERE NOTED ON SITE, ALL LESS THAN 4' TALL.
- DOMINANT TREE & SHRUB SPECIES CONSIST OF CERCIDIUM FLORIDUM, PROSOPIS VELUTINA, ACACIA CONSTRICTA & CELTIS PALLIDA.
- DOMINANT CACTI SPECIES CONSIST OF OPUNTIA-CHOLLA VARIETIES, FEROCACTUS WISLIZENII, & CARNEGIEA GIGANTEA.

ESCONDIDO PLAZA SHOPPING CENTER

SUBJECT PROPERTY

ORACLE RD.

ARUNDEL CT.

Arizona's On-line Environmental Review Tool

Search ID: 20140207022450
 Project Name: 113036 Tucson koi
 Date: 2/7/2014 12:07:15 PM

Project Location



The Department appreciates the opportunity to provide in-depth comments and project review when additional information or environmental documentation becomes available.

Special Status Species Occurrences/Critical Habitat/Tribal Lands within 3 miles of Project Vicinity:

Name	Common Name	FWS	USFS	BLM	State
<i>Abutilon parishii</i>	Pima Indian Mallow	SC	S	S	SR
<i>Choeronycteris mexicana</i>	Mexican Long-tongued Bat	SC	S	S	WSC
<i>Leptonycteris curasoae yerbabuena</i>	Lesser Long-nosed Bat	LE			WSC
<i>Opuntia versicolor</i>	Stag-horn Cholla				SR
<i>Tumamoca macdougallii</i>	Tumamoc Globeberry		S	S	SR

Project Name: 113036 Tucson koi
Submitted By: Robert Kirschmann
On behalf of: OTHER
Project Search ID: 20140207022450
Date: 2/7/2014 12:07:07 PM
Project Category: Development Within Municipalities (Urban Growth), Commercial/industrial (mall) and associated infrastructure, New construction
Project Coordinates (UTM Zone 12-NAD 83): 502374.153, 3579104.468 meter
Project Length: 530.097 meter
County: PIMA
USGS 7.5 Minute Quadrangle ID: 1728
Quadrangle Name: TUCSON NORTH
 Project locality is currently being scoped

Location Accuracy Disclaimer

Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Receipt is solely responsible for the project location and thus the correctness of the Project Review Receipt content.

Arizona's On-line Environmental Review Tool
Search ID: 20140207022450
Project Name: 113036 Tucson koi
Date: 2/7/2014 12:07:15 PM

Please review the entire receipt for project type recommendations and/or species or location information and retain a copy for future reference. If any of the information you provided did not accurately reflect this project, or if project plans change, another review should be conducted, as this determination may not be valid.

Arizona's On-line Environmental Review Tool:

1. This On-line Environmental Review Tool inquiry has generated recommendations regarding the potential impacts of your project on Special Status Species (SSS) and other wildlife of Arizona. SSS include all U.S. Fish and Wildlife Service federally listed, U.S. Bureau of Land Management sensitive, U.S. Forest Service sensitive, and Arizona Game and Fish Department (Department) recognized species of concern.
2. These recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation). These recommendations are preliminary in scope, designed to provide early considerations for all species of wildlife, pertinent to the project type you entered.
3. This receipt, generated by the automated On-line Environmental Review Tool does not constitute an official project review by Department biologists and planners. Further coordination may be necessary as appropriate under the National Environmental Policy Act (NEPA) and/or the Endangered Species Act (ESA).

The U.S. Fish and Wildlife Service (USFWS) has regulatory authority over all federally listed species under the ESA. Contact USFWS Ecological Services Offices: <http://arizonaes.fws.gov/>.

Phoenix Main Office
2321 W. Royal Palm Road, Suite 103
Phoenix, AZ 85021
Phone 602-242-0210
Fax 602-242-2513

Tucson Sub-Office
201 North Bonita, Suite 141
Tucson, AZ 85745
Phone 520-670-6144
Fax 520-670-6154

Flagstaff Sub-Office
323 N. Leroux Street, Suite 101
Flagstaff, AZ 86001
Phone 928-226-0614
Fax 928-226-1099

Disclaimer:

1. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area.
2. The Department's Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there.
3. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HDMS data contains information about species occurrences that have actually been reported to the Department.

Arizona Game and Fish Department Mission

To conserve, enhance, and restore Arizona's diverse wildlife resources and habitats through aggressive protection and

Arizona's On-line Environmental Review Tool
Search ID: 20140207022450
Project Name: 113036 Tucson koi
Date: 2/7/2014 12:07:15 PM

management programs, and to provide wildlife resources and safe watercraft and off-highway vehicle recreation for the enjoyment, appreciation, and use by present and future generations.

Project Category: Development Within Municipalities (Urban Growth), Commercial/Industrial (mall) and associated infrastructure, New construction

Project Type Recommendations:

Based on the project type entered; coordination with Arizona Department of Environmental Quality may be required (<http://www.azdeq.gov/>).

Based on the project type entered; coordination with Arizona Department of Water Resources may be required (<http://www.water.az.gov/adwr/>)

Based on the project type entered; coordination with County Flood Control districts may be required.

Based on the project type entered; coordination with State Historic Preservation Office may be required (<http://azstateparks.com/SHPO/index.html>)

Based on the project type entered; coordination with U.S. Army Corps of Engineers may be required (<http://www.spl.usace.army.mil/regulatory/phonedir.html>)

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors, and the incorporation of these critical wildlife components into the community plans and programs.

Community planners should identify open spaces and habitat blocks that can be maintained in their area, and the necessary connections between those blocks to be preserved or protected. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The Department's guidelines for incorporating wildlife considerations into community planning and developments can be found at <http://www.azgfd.gov/hgis/guidelines.aspx>.

Development plans should provide for open natural space for wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please contact Project Evaluation Program for more information on living with urban wildlife.

During planning and construction, minimize potential introduction or spread of exotic invasive species. Invasive species can be plants, animals (exotic snails), and other organisms (e.g. microbes), which may cause alteration to ecological functions or compete with or prey upon native species and can cause social impacts (e.g. livestock forage reduction, increase wildfire risk). The terms noxious weed or invasive plants are often used interchangeably. Precautions should be taken to wash all equipment utilized in the project activities before and after project activities to reduce the spread of invasive species. Arizona has noxious weed regulations (Arizona Revised Statutes, Rules R3-4-244 and R3-4-245). See Arizona Department of Agriculture

Arizona's On-line Environmental Review Tool

Search ID: 20140207022450
Project Name: 113036 Tucson koi
Date: 2/7/2014 12:07:15 PM

website for restricted plants

<http://www.azda.gov/PSD/quarantine5.htm>. Additionally, the U.S. Department of Agriculture has information regarding pest and invasive plant control methods including: pesticide, herbicide, biological control agents, and mechanical control: <http://www.usda.gov/wps/portal/usdahome>. The Department regulates the importation, purchasing, and transportation of wildlife and fish (Restricted Live Wildlife), please refer to the hunting regulations for further information http://www.azgfd.gov/h_f/hunting_rules.shtml.

During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife.

Minimization and mitigation of impacts to wildlife and fish species due to changes in water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods) should be evaluated. Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing of the project in order to minimize impacts to spawning fish and other aquatic species (including spawning seasons), and to reduce spread of exotic invasive species. We recommend early direct coordination with Project Evaluation Program for projects that could impact water resources,

wetlands, streams, springs, and/or riparian habitats.

Planning: consider impacts of lighting intensity on mammals and birds and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly.

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herptefuna (snakes, lizards, tortoise) from entering ditches.

Project Location and/or Species recommendations:

Heritage Data Management System records indicate that one or more listed, proposed, or candidate species or Critical Habitat (Designated or Proposed) have been documented in the vicinity of your project (refer to page 1 of the receipt). Please contact:
Ecological Services Office
US Fish and Wildlife Service
2321 W. Royal Palm Rd.
Phoenix, AZ 85021-4951
Phone: 602-242-0210

Arizona's On-line Environmental Review Tool

Search ID: 20140207022450
Project Name: 113036 Tucson koi
Date: 2/7/2014 12:07:15 PM

Fax: 602-242-2513

Heritage Data Management System records indicate that one or more native plants listed on the Arizona Native Plant Law and Antiquities Act have been documented within the vicinity of your project area (refer to page 1 of the receipt). Please contact:
Arizona Department of Agriculture
1688 W Adams
Phoenix, AZ 85007
Phone: 602-542-4373

(including site map).

7. Upon receiving information by AZGFD, please allow 30 days for completion of project reviews. Mail requests to:

**Project Evaluation Program, Habitat Branch
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086-5000
Phone Number: (623) 236-7600
Fax Number: (623) 236-7366**

Terms of Use

By using this site, you acknowledge that you have read and understand the terms of use. Department staff may revise these terms periodically. If you continue to use our website after we post changes to these terms, it will mean that you accept such changes. If at any time you do not wish to accept the Terms, you may choose not to use the website.

1. This Environmental Review and project planning website was developed and intended for the purpose of screening projects for potential impacts on resources of special concern. By indicating your agreement to the terms of use for this website, you warrant that you will not use this website for any other purpose.
2. Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act .
3. The Department reserves the right at any time, without notice, to enhance, modify, alter, or suspend the website and to terminate or restrict your access to the website.
4. This Environmental Review is based on the project study area that was entered. The review must be redone if the project study area, location, or the type of project changes. If additional information becomes available, this review may need to be reconsidered.

Recommendations Disclaimer:

1. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project.
2. These recommendations are proposed actions or guidelines to be considered during **preliminary project development**.
3. Additional site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. The Department is interested in the conservation of all fish and wildlife resources, including those Special Status Species listed on this receipt, and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
6. **Further coordination requires the submittal of this initialed and signed Environmental Review Receipt with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information**

Arizona's On-line Environmental Review Tool

Search ID: 20140207022450
Project Name: 113036 Tucson koi
Date: 2/7/2014 12:07:15 PM

5. A signed and initialed copy of the Environmental Review Receipt indicates that the entire receipt has been read by the signer of the Environmental Review Receipt.

Security:

The Environmental Review and project planning web application operates on a complex State computer system. This system is monitored to ensure proper operation, to verify the functioning of applicable security features, and for other like purposes. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals possible evidence of criminal activity, system personnel may provide the evidence of such monitoring to law enforcement officials. Unauthorized attempts to upload or change information; to defeat or circumvent security measures; or to utilize this system for other than its intended purposes are prohibited.

This website maintains a record of each environmental review search result as well as all contact information. This information is maintained for internal tracking purposes. Information collected in this application will not be shared outside of the purposes of the Department.

If the Environmental Review Receipt and supporting material are not mailed to the Department or other appropriate agencies within six (6) months of the Project Review Receipt date, the receipt is considered to be null and void, and a new review must be initiated.

Print this Environmental Review Receipt using your Internet browser's print function and keep it for your records. Signature of this receipt indicates the signer has read and understands the information provided.

Signature: _____

Date: _____

Proposed Date of Implementation: _____

Please provide point of contact information regarding this Environmental Review.

Application or organization responsible for project implementation

Agency/organization: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____

Person Conducting Search (if not applicant)

Agency/organization: _____

J. Wildlife (Continued)

Exhibit I: Arizona Game and Fish Department Environmental Review Tool (Continued)

Arizona's On-line Environmental Review Tool
Search ID: 20140207022450
Project Name: 113036 Tucson koi
Date: 2/7/2014 12:07:15 PM

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____



Page 7 of 7 APPLICATION INITIALS: _____

I-F. Viewsheds

1. Views onto and across the site from adjacent properties that may be blocked by development of the site.

The views onto the site include the desert native vegetation and wash area. The site will leave areas around the wash undisturbed and provide landscaping consistent with the desert environment.

The prominent view across the site is to the northwest of Pusch Ridge. This is visible traveling north on Oracle Road. The view is partially obstructed by the large commercial development to the north, power lines and existing vegetation. The secondary view across the site is from the single family homes south west towards the Tucson Mountains. This view is obstructed by the existing vegetation on the site and the commercial development across Oracle road.



*Tucson Mountains to the southwest across site
from the loading area to the north*



Northeast to Pusch Ridge across site

The proposed development will be small in scale and include the use of landscaping to help mitigate any impacts. No significant impacts to the view shed are anticipated as a result of this project.

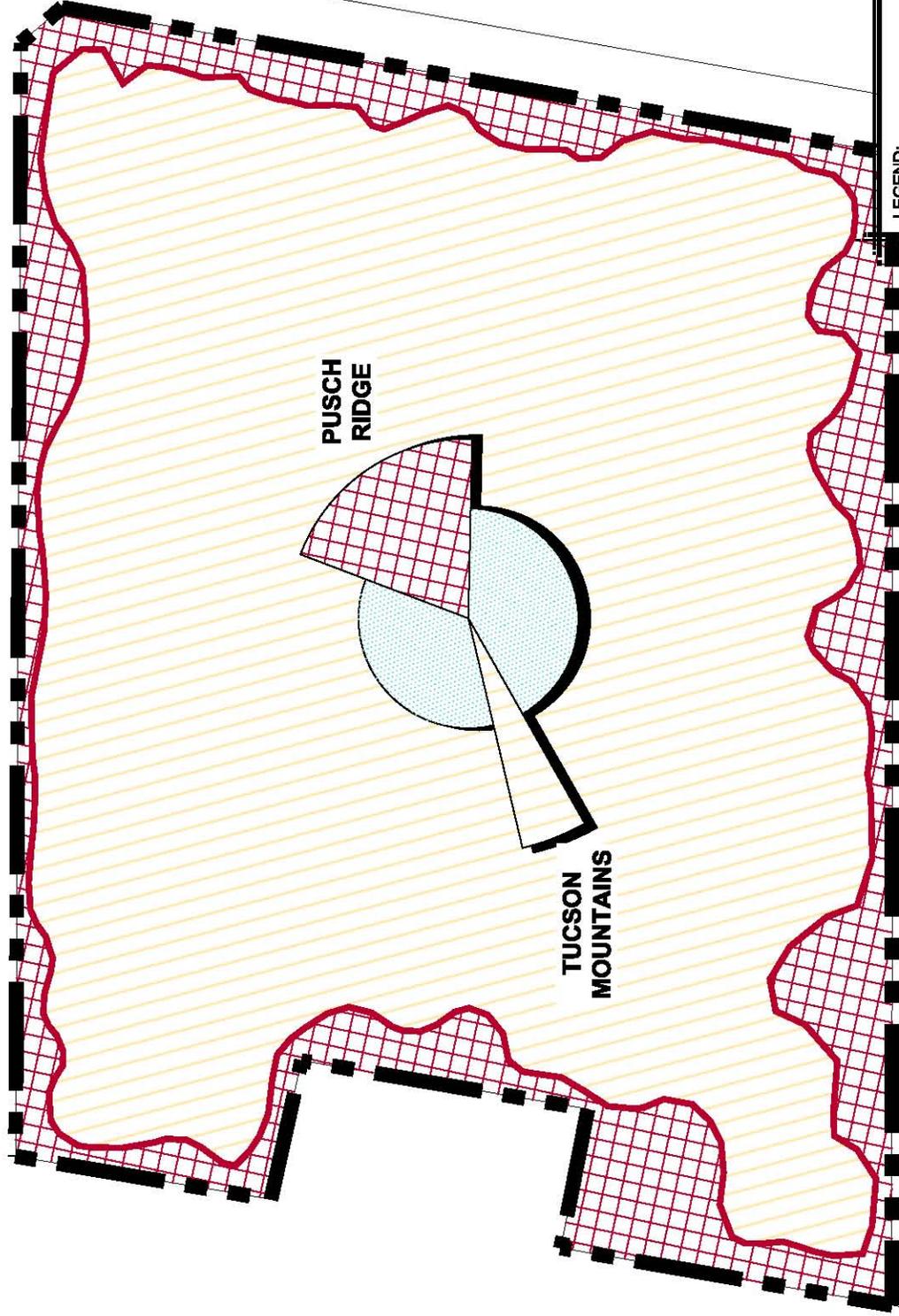
Refer to Exhibit K: Viewsheds and Site Visibility.

2. Areas of high visibility from adjacent off-site locations.

The site is located between two commercial centers with heights ranging from approximately 20' to 30' in height. In addition, the property to the north sits elevated above the project site. The sites gradient is consistent with Oracle Road and the existing neighborhood to the east making much of the site minimally visible from offsite locations other than from the rear of the commercial to the north.

Refer to Exhibit K: Viewsheds and Site Visibility.

ORACLE RD.



LEGEND:

- HIGH VISIBILITY
- MEDIUM VISIBILITY
- LOW VISIBILITY
- IMMEDIATE FOREGROUND



I-G. Traffic

1. All existing and proposed off-site streets between the development and the nearest arterial streets.

No streets are proposed with the project. Access to the property will be from a new driveway connecting to Oracle Highway.

2. All arterial streets within one mile of the project site.

Road	Section	Existing ROW	Ultimate ROW	Travel Lanes	Capacity	Speed Limit	ADT (PAG)	Surface Conditions	Scheduled Improvements
Oracle Rd.	Magee Rd. to Ina Rd.	180-200'	200'	6	45,000	50	55,000	Paved	None
	Magee Rd. to Hardy Rd.	180'-200'	200'	6	45,000	50	46,000	Paved	None
Magee Rd.	Oracle Rd. to La Canada	varies	150'	2,4	15-30,000	35-45	14,146	Paved w/ sidewalk	Under construction
	Oracle to Christie Dr.	150'	150'	2	15,000	25	1,893	Paved	Completed
N. Northern Rd.	Ina to Hardy	150'	150'	2	15,000	35	8,782	Paved	None
La Canada Dr.	Magee Rd to Ina Rd	150'	150'	4	30,000	25	7,869	Paved w/ sidewalk	Completed
	Magee Rd. to Overton Rd.	150'	150'	4	30,000	25	7,213	Paved w/ sidewalk	Completed

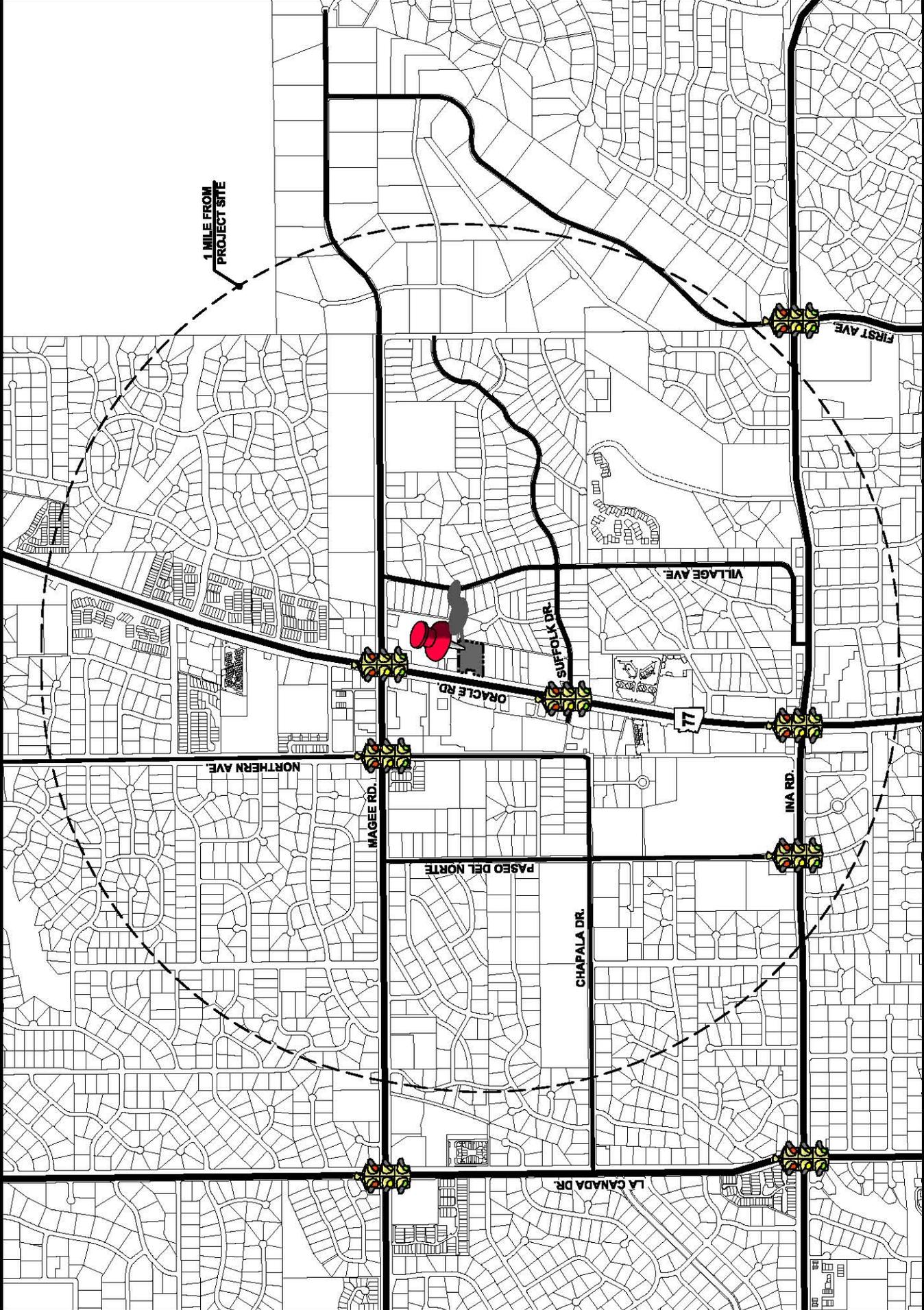
3. Existing and proposed intersections on arterials within one mile of the site, most likely to be used by traffic from this site.

The intersections of Oracle Road and Magee Road and Oracle Road and Ina Road will be utilized the most by traffic from this project.

Refer to Exhibit L: Major Roads.

4. Existing bicycle and pedestrian ways adjacent to the site and their connections with streets, parks, and schools.

A striped, 10' wide paved shoulder is available to bicyclists and pedestrians along Oracle Road. No sidewalks or multi-use paths occur north or south of the project site due to the fact that ADOT discourages pedestrian facilities within their rights-of-way.



I-H. Recreation and Trails

1. Trails, parks and recreation areas within one mile of site.

The Town of Oro Valley Bikeways map shows an existing paved shoulder along Oracle Road. The paved shoulder is approximately 10' in width. No changes are proposed as a result of this project. The Tohono Chul Park is located approximately 0.50 miles south west of the site.

2. Size and type of the parks and recreation areas identified.

The Tohono Chul Park is a 49-acre desert preserve that hosts a museum, tea room, and special events.

Refer to Exhibit N: Schools and Trails

I-I. Cultural/Archaeological/Historic Resources

1. Determine whether the site has been field surveyed for cultural resources.

The site has not been field surveyed. In compliance with the Arizona State Museum recommendations, the site will be surveyed prior to any ground disturbing activity.

Refer to Exhibit M: Arizona State Museum Records Check Letter.

2. Identify any previously recorded archaeological or historic resources known to exist on the property.

The site has not yet been surveyed for cultural resources. The Arizona State Museum states that four historic properties exist within one mile of the site and "significant cultural resources are recorded in the region" As the site is surrounded by development on three sides it is unlikely that any significant finds will be made.

3. State the probability that buried archaeological resources not visible from the surface would be discovered on the site.

The Sonoran Desert Conservation Plan identifies nearly all of Oro Valley as likely to contain archaeological resources. It is possible, however unlikely, that cultural resources may be uncovered during construction. Should items be discovered, a professional archaeologist will evaluate the resources identified and treated them according to State and local antiquities laws.

M. Cultural/Archaeological/Historic Resources (Continued)

Exhibit M: Arizona State Museum Records Check Letter



Arizona State Museum

P.O. Box 210026
Tucson, AZ 85721-0026
Tel: (520) 621-6302
Fax: (520) 621-2976

ARCHAEOLOGICAL SITE RECORDS SEARCH RESULTS

E-mail Request Received: 12/30/2013

Search Completed: 2/6/2014

Requester Name and Title: Clay Goodwin, Land Planner
Company: The WLB Group, Inc.
Address: 4444 East Broadway Boulevard
City, State, Zip Code: Tucson, Arizona 85711
Phone/Fax/or E-mail: 881.7480

Project Name and/or Number: Tucson Koi / 113036-A-001/ Parcel 22512-011A & -012A
Project Description: Retail plant nursery & demo garden on ~2.79 ac

Project Area Location: SEC Oracle & Magee Rds, Town of Oro Valley, Pima County, Arizona.

Legal Description: a portion of N½, NW, S36, T12S, R13E, G&SR B&M, Oro Valley, Pima County, AZ.

Search Results: A search of the archaeological site files retained at the Arizona State Museum (ASM) found that the proposed project area has not been inspected for historic properties. No historic properties are recorded in the project area; four historic properties are recorded within a mile radius. Thirty-six archaeological inspections were completed between 1981 and 2012 within a mile of the project area. A color orthophotograph taken in 2012 depicts an unmodified ground surface covered with native vegetation. Paved roads and commercial and residential property developments surround the project area. A small natural drainage bisects the project area from east to west.

Sites in Project Area: Unknown; without an intensive inspection of the ground surface in the proposed project area, it is impossible to ascertain the presence or absence of historic properties.

Recommendations: Because the subject parcel has not been inspected for cultural resources and because significant cultural resources are recorded in the region, the ASM recommends that the parcel be inspected by a qualified archaeological professional in advance of any ground-disturbing construction. A professional archaeological contractor will conduct a thorough pedestrian inspection of the ground surface in the area of the proposed development, looking for evidence of significant historic or prehistoric remains, and will provide you with a report of the results of the inspection. The report will also contain the archaeological contractor's recommendations for additional archaeological work, if any, that may be needed in the project area. A list of qualified archaeological contractors is maintained on the ASM website posted at the following address: <http://www.statemuseum.arizona.edu/crservices/permits/index.shtml>.

Pursuant to *Arizona Revised Statutes* §41-865 et seq., if any human remains or funerary objects are discovered during the project work, all effort will stop within the area of the remains and Dr. Todd Pitezal, ASM assistant curator of archaeology, will be contacted immediately at (520) 621-4795.

If you have any questions about the results of this records search, please contact me at the letterhead address or the phone number or E-mail address as follows.

Sincerely,

Nancy E. Pearson
Assistant Permits Administrator
(520) 621-2096
nepearso@email.arizona.edu



M. Cultural/Archaeological/Historic Resources (Continued)

Exhibit M: Arizona State Museum Records Check Letter (Continued)



I-J. Schools

There are a total of six schools located within one mile of the proposed rezoning:

Immaculate Heart Academy:	0.4 miles to the northeast of the site on Magee Road
Immaculate Heart High School:	0.4 miles to the northeast on Magee Road
The Learning Lab North:	0.4 miles to the south of the site on Oracle Road
Edge High School Northwest:	1 mile south of the site on Giaconda Way
Harelson Elementary School:	0.5 miles to the south west of the site on Chapala Drive
Cross Middle School:	0.8 miles to the southwest on Chapala Drive

The proposed rezone will not have any impact on the local schools. The proposed project will rezone property allowing commercial development. No students will be added to the schools as a result of this project. Further, this project will not add any additional traffic impacts to the streets where the schools are located.

Refer to Exhibit N: Schools and Trails.

I-K. Water

Tucson Water is the service provider for this property. A “will serve” letter was received on April 23, 2014. There is an 8” PVC water line within the alley to the rear (east) of the property.

Refer to Exhibit O Water Availability Letter

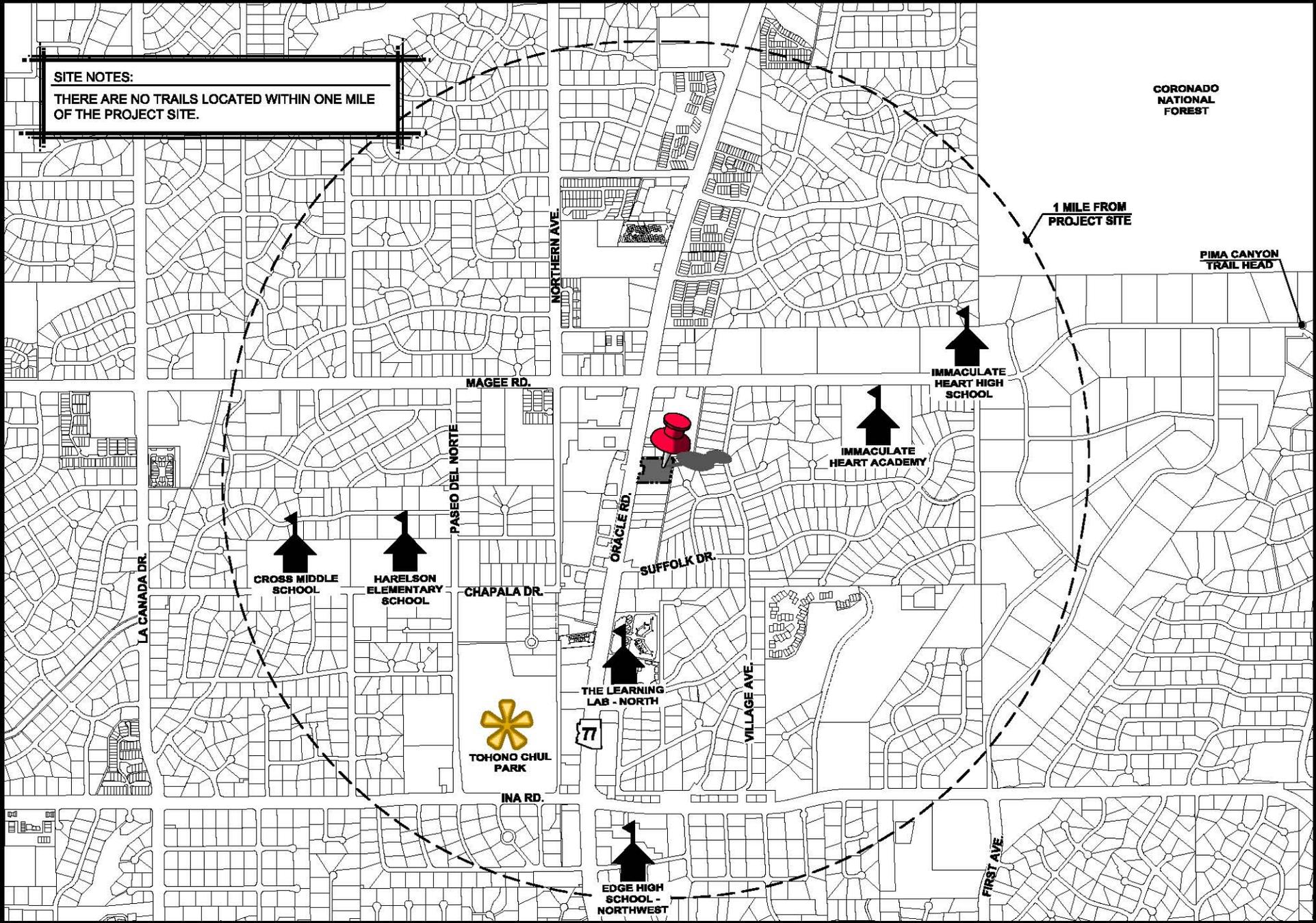
I-L. Sewers

An 8” VCP sewer line runs in the alley to the rear (east) of the property. A manhole, identified as IMS 8662-10 is located in the alley at the wash.

Refer to Exhibit P: Existing Sewer System

SITE NOTES:

THERE ARE NO TRAILS LOCATED WITHIN ONE MILE OF THE PROJECT SITE.



**TUCSON KOI & WATER GARDENS
EXHIBIT N: SCHOOLS, PARKS AND TRAILS**



2014.08.08
WLB No. 113038-A-001
N.T.S.



Water Availability Letter



CITY OF
TUCSON
TUCSON WATER
DEPARTMENT

April 23, 2014

WLB Group
4444 E Broadway Blvd
Tucson, AZ 85711

Attn: Linda Thompson

SUBJECT: Water Availability for project: Tucson Koi & Water Garden , APN: 22551012A, 22551011A, Case #: WA1563, T-12, R-13, SEC-36, Lots: 99999999, Location Code: ORO, Total Area: 2.8ac Zoning:R1-144

WATER SUPPLY

Tucson Water will provide water service to this project based on the subject zoning of the above parcels. Tucson Water has an assured water supply (AWS) designation from the State of Arizona Department of Water Resources (ADWR). An AWS designation means Tucson Water has met the criteria established by ADWR for demonstration of a 100-year water supply – it does not mean that water service is currently available to the subject project.

WATER SERVICE

The approval of water meter applications is subject to the current availability of water service at the time an application is received. The developer shall be required to submit a water master plan identifying, but not limited to: 1) Water Use; 2) Fire Flow Requirements; 3) Offsite/Onsite Water Facilities; 4) ~~Loops and Proposed Connection Points to Existing Water System;~~ and 5) Easements/Common Areas.

Any specific area plan fees, protected main/facility fees and/or other needed facilities' cost, are to be paid by the developer. *If the existing water system is not capable of meeting the requirements of the proposed development, the developer shall be financially responsible for modifying or enhancing the existing water system to meet those needs.*

This letter shall be null and void two years from the date of issuance.

Issuance of this letter is not to be construed as agency approval of a water plan or as containing construction review comments relative to conflicts with existing water lines and the proposed development.

If you have any questions, please call New Development at 791-4718.

Sincerely,

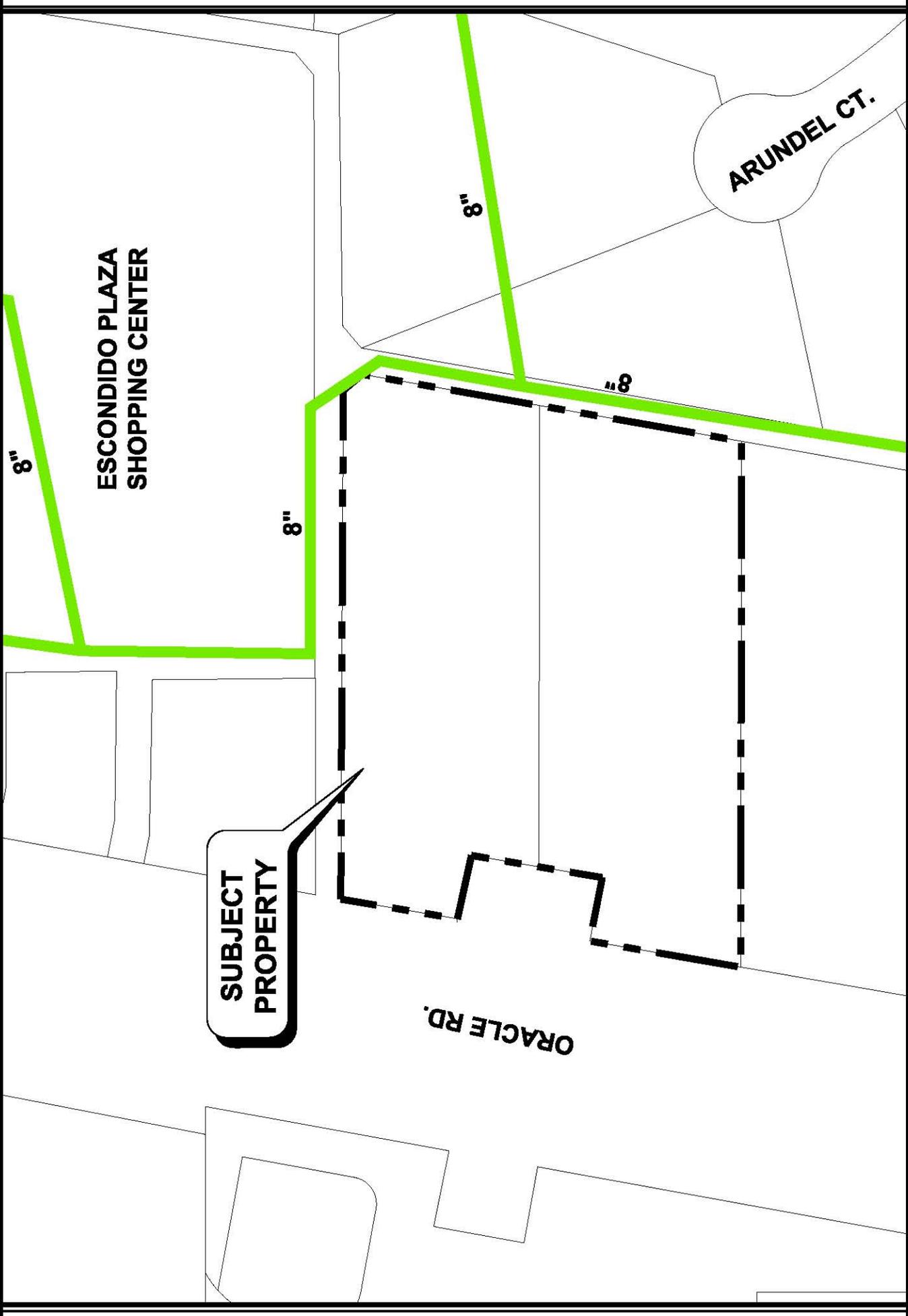

Scott Schladweiler, P.E.
Engineering Manager
Tucson Water Department

SS:ka

CC:File

NEW DEVELOPMENT • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4718 • FAX (520) 791-2501 • TTY (520) 791-2639 • www.cityoftucson.org



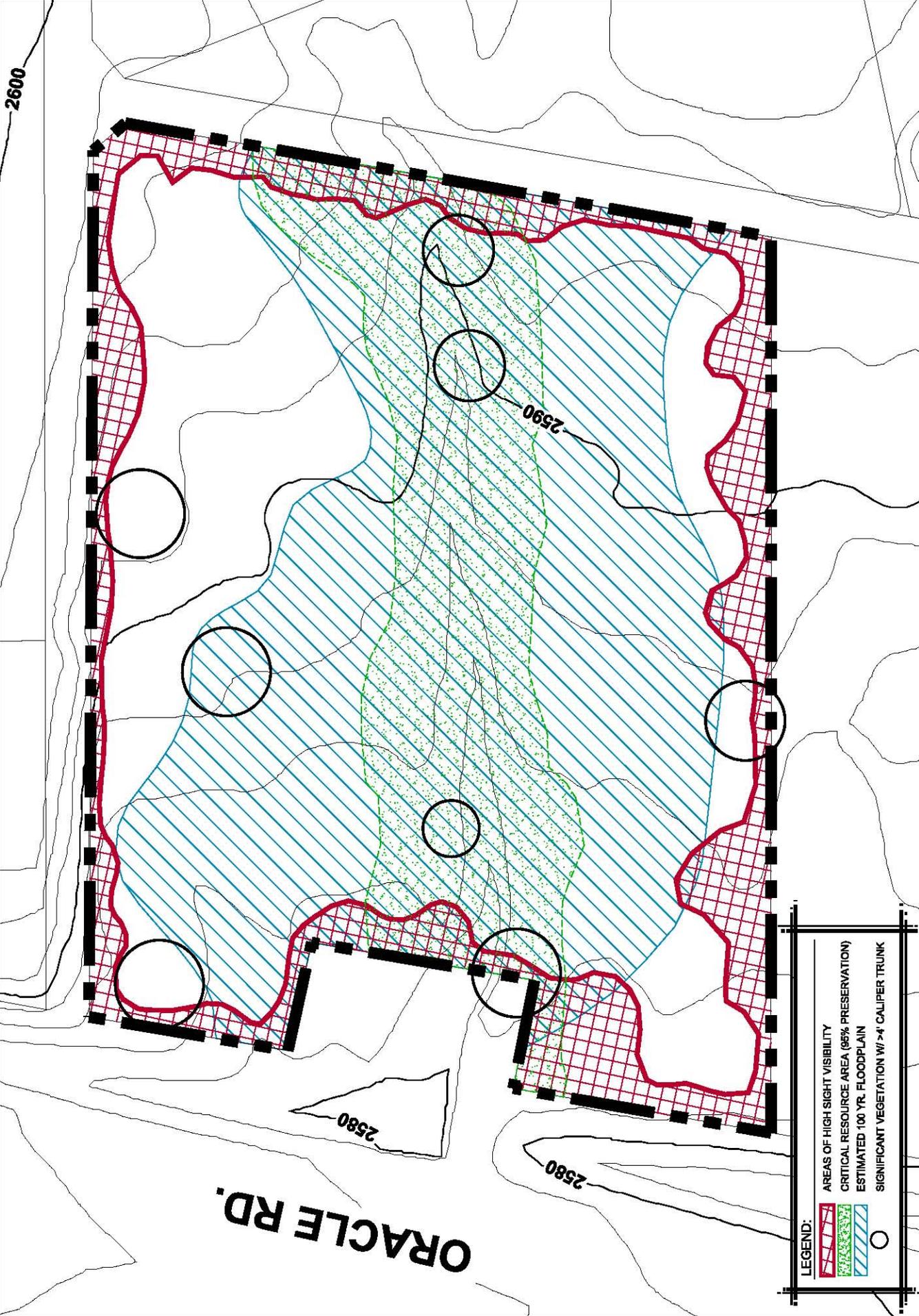


**TUCSON KOI & WATER GARDENS
EXHIBIT O: EXISTING SEWER**

2014.08.08
WLB No. T13036-A-001



2600



ORACLE RD.

2580

2580

2590

- LEGEND:**
-  AREAS OF HIGH SIGHT VISIBILITY
 -  CRITICAL RESOURCE AREA (95% PRESERVATION)
 -  ESTIMATED 100 YR. FLOODPLAIN
 -  SIGNIFICANT VEGETATION W/ >4" CALIPER TRUNK



TUCSON KOI & WATER GARDENS

EXHIBIT P: COMPOSITE MAP

2014.06.08
 Contour Interval = 2 FL
 WLB No. 113036-A-001



0'



60'

PART II – LAND USE PROPOSAL

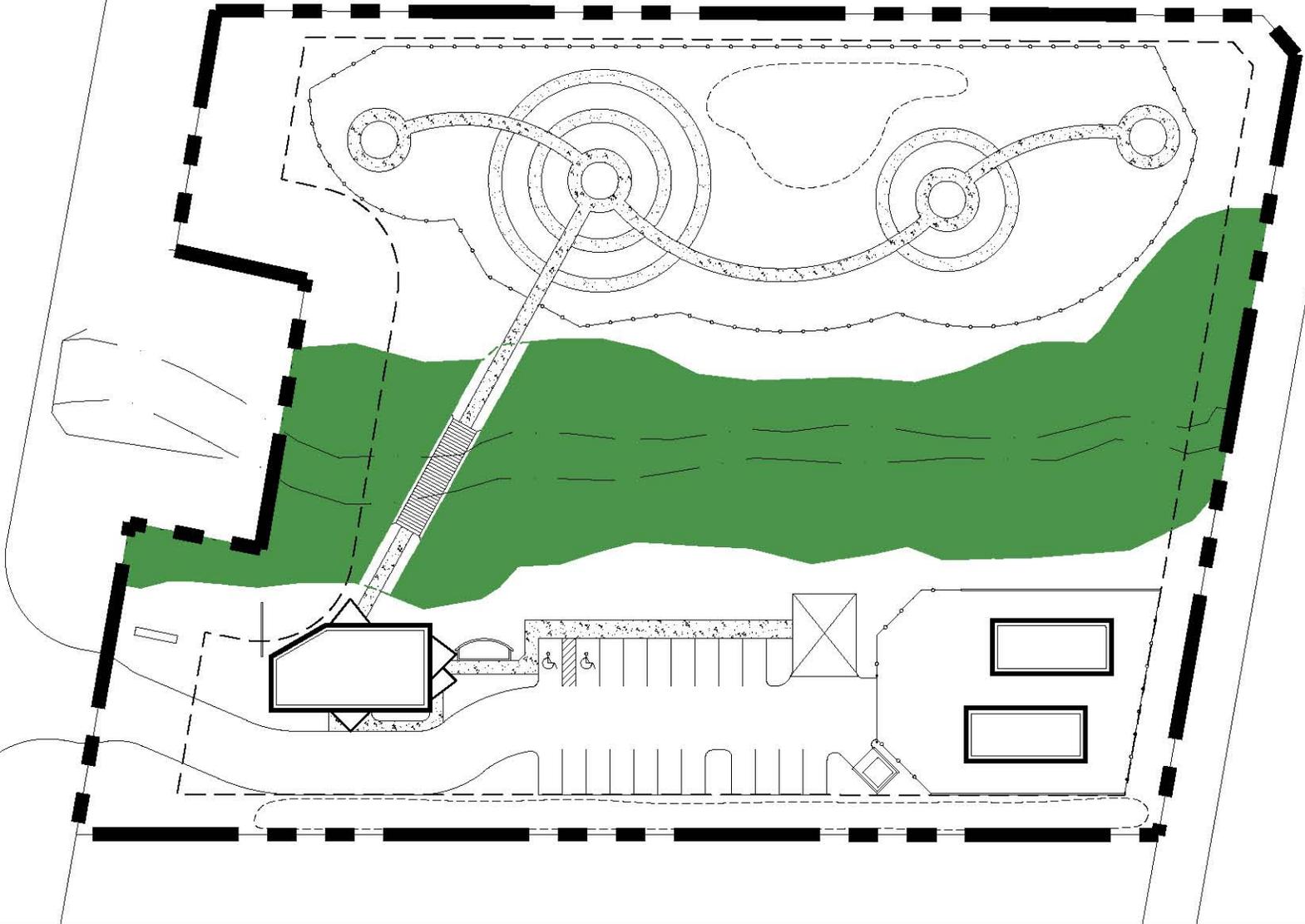
PROJECT OVERVIEW

The proposed project will consist of a retail landscaping business offering koi fish, nursery stock and related items. A small office and show room will be constructed on the southern property along with outdoor plant storage and sales. The northern lot will include a gazebo, plants and koi ponds and landscaping showcase/demonstration garden. The wash is proposed to remain undisturbed and a small foot bridge constructed over it connecting the two lots. Access will be from Oracle Road in the southwest corner of the project site. Approximately 18 parking stalls will be provided.

Landscaped buffers, both natural and enhanced, will provide a transition between the proposed development and surrounding properties. The project proposed 1.5± or 53% of the site to remain as open space. The proposed project as a whole will provide an aesthetically pleasing, low impact transition between Oracle Road and the existing residential neighborhood to the east.

E.S.O.S. CATEGORY	TOTAL AREA EXISTING (SF)	REQUIRED ESOS (SF)	PROVIDED ESOS (SF)
 CRITICAL RESOURCE AREA	30,770	29,232 (95%)	29,396 (95%)

ORACLE RD.

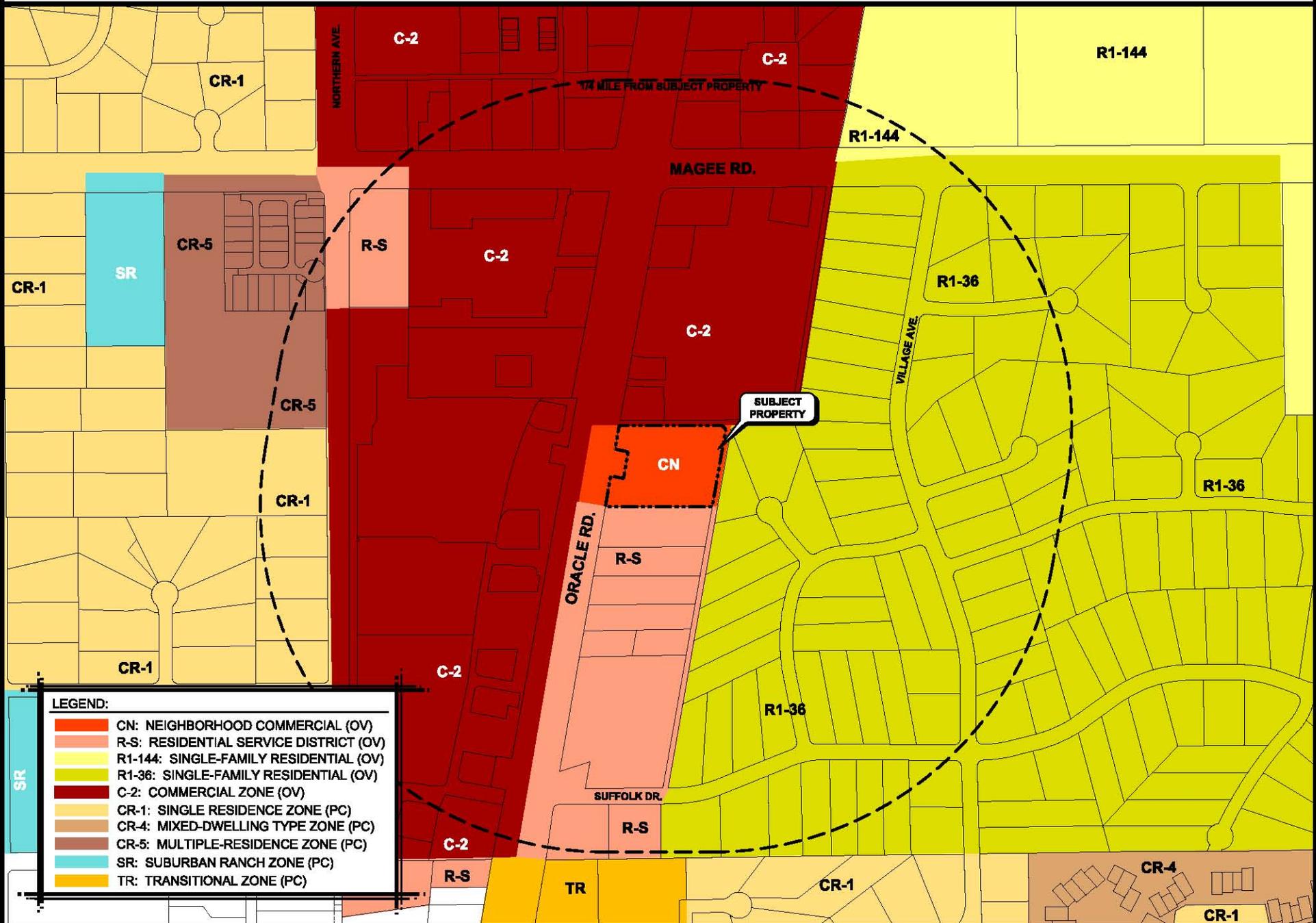


II-A. Land Uses

1. The proposed rezoning includes two properties, 225-51-011A and 255-51-012A. The northern property, 255-51-011A is designated as RS, Residential Service district. The southern property, 255-51-012A is designated as R1-144, Single Family Residential. The underlying General Plan designation is Neighborhood Commercial/Office (NCO) and is identified as the Oracle/Magee/Ina Growth Area.

The site is currently vacant but surrounded by development on four sides. There are commercial centers to the north, south and west across Oracle Road.

2. The proposed development will have a positive impact on the surrounding land uses. The retail component will complement the surrounding business activity. The low impact of a landscape nursery and koi garden will provide a gentle transition to the neighboring residential uses. In addition the project proposes to leave the wash area and most of the perimeter landscaping undisturbed.



LEGEND:

	CN: NEIGHBORHOOD COMMERCIAL (OV)
	R-S: RESIDENTIAL SERVICE DISTRICT (OV)
	R1-144: SINGLE-FAMILY RESIDENTIAL (OV)
	R1-36: SINGLE-FAMILY RESIDENTIAL (OV)
	C-2: COMMERCIAL ZONE (OV)
	CR-1: SINGLE RESIDENCE ZONE (PC)
	CR-4: MIXED-DWELLING TYPE ZONE (PC)
	CR-5: MULTIPLE-RESIDENCE ZONE (PC)
	SR: SUBURBAN RANCH ZONE (PC)
	TR: TRANSITIONAL ZONE (PC)

II-B. Topography

The Tentative Site Plan avoids disturbance of on-site washes. Minor disturbance is proposed for utility and pedestrian crossings.

Grading of the site will generally follow the existing terrain, not requiring extensive alteration of the natural topographic character of the site.

Exhibit Q: Tentative Site Plan and Exhibit T: Proposed Grading.

II-C. Hydrology

1. A description of how the TDP responds to hydrologic characteristics described in Part I.

Drainage infrastructure will be designed to convey off-site stormwater through the site, maintaining the current outlet points. Runoff will remain largely within the existing channel. Increased runoff produced by the proposed development will be minimal and directed into detention basins provided to mitigate the runoff to pre-development levels. The reduced runoff will then be discharged into the existing, natural channel and ultimately off-property in the existing manner. Additionally Tucson Koi and Water Garden plans to showcase rainwater harvesting devices which to a smaller degree provide for additional stormwater runoff mitigation.

2. Information and substantiation for encroachment/modification of drainage patterns.

There will be no significant change to the existing drainage patterns. Off-site runoff will be accepted onto the site and conveyed west within the existing, natural channel to the box culvert under Oracle Road. The existing box is approximately 24' feet wide by 42" tall.



3. Potential drainage impacts to off-site land uses upstream and downstream.

The potential drainage impact caused by the proposed development of this property will be negligible. The design will provide proper mitigation to pre-development discharge levels, and the existing drainage paths moving off-site will not be affected.

4. Description of engineering and design features to be used to mitigate drainage and erosion problems.

Drainage channels will be used as necessary throughout the development to accept increased development run-off. Erosion protection for any side slopes steeper than 3:1 and velocities greater than 5 fps will be dumped riprap and/or grouted riprap where flow velocities are erosive. Landscaping and revegetation will be required to reduce the amount of erosion and sediment displacement for any areas disturbed by the development. Any areas not impacted by the development will remain in their natural state.

5. Description of how the TDP conforms to area plans, basin management plans and Town policies.

Small, landscaped detention basins will be utilized as necessary to reduce post-development flows according to Town policies and standards. The site does not lie within any federally mapped floodway or floodplain, and is subject to local jurisdictional requirements only.

II-D. Vegetation

Vegetation within the wash area onsite will be left undisturbed. Where development is proposed, native plants will be inventoried and viable specimens will be transplanted per the Town's Native Plant Preservation Ordinance.



II-E. Wildlife

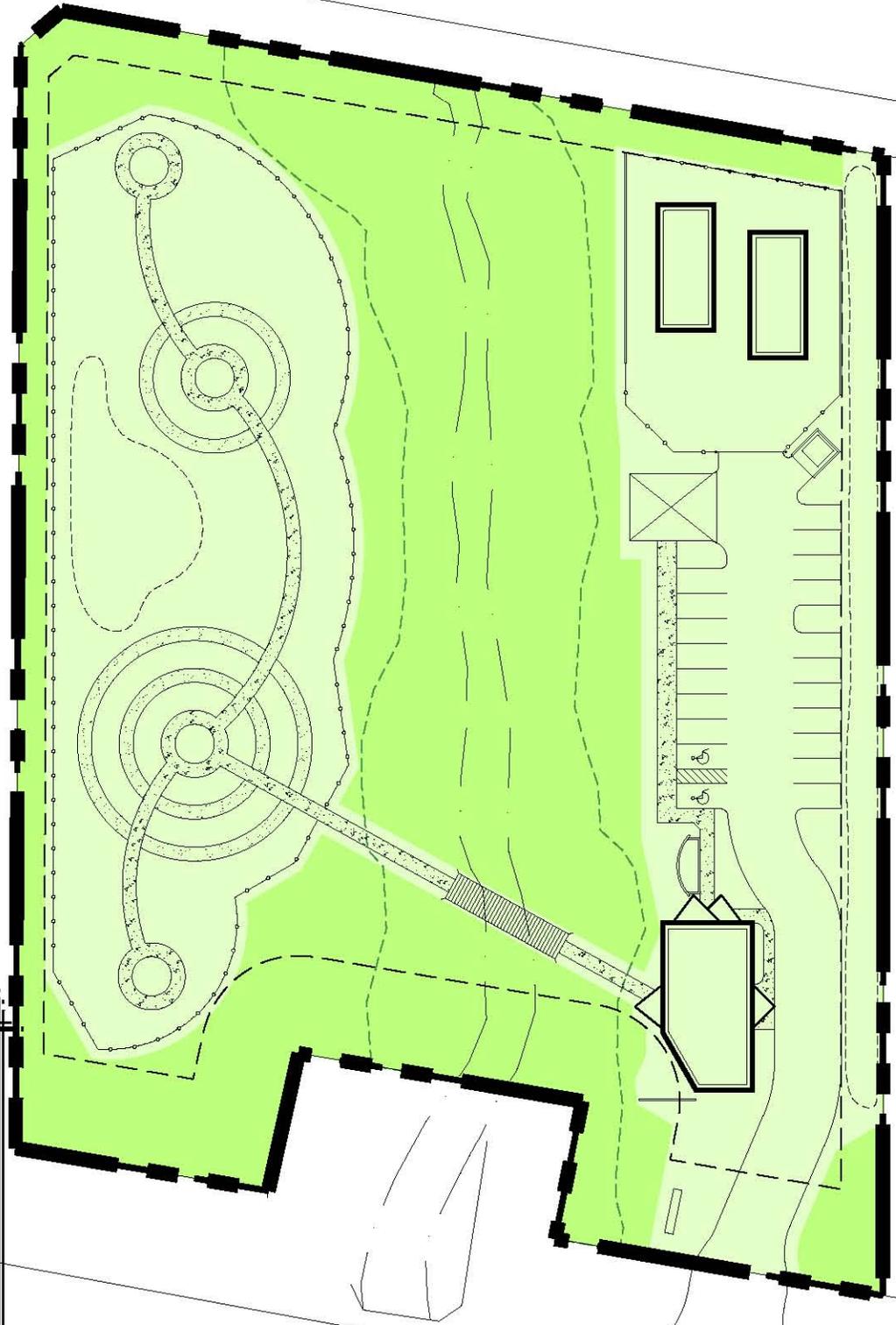
The project site is surrounded by development on all sides. The wash flows through the site from east to west. Upstream the wash continues through the residential neighborhood where some illegal dumping and channel alterations have occurred. To the west the wash travels under Oracle Road and continues to the commercial property on the west side of Oracle. The wash flows under the parking lot of the commercial center before day lighting in a retention basin on the north western portion of the shopping center. The existing commercial shopping center limits the amount of wildlife activity on the site. The site proposes to leave the wash largely undisturbed. This project will not further restrict wildlife movement.

II-F. Buffers

A buffer yard "B", 15-foot minimum is provided along the southern and eastern property lines. A 30-foot buffer is required along Oracle Road and although not required a 10' buffer yard will be provided along the northern portions of the property.

LEGEND:		TOTAL AREA	
	PROPOSED GRADED AREA	67,574 SF (56%)	
	PROPOSED UNDISTURBED AREA	53,213 SF (44%)	

ORACLE RD.



II-G. Viewsheds

The prominent view across the site is Pusch Ridge to the northwest. This is visible traveling north on Oracle Road. The view is partially obstructed by the large commercial development to the north, power lines and existing vegetation. The secondary view across the site is from the single family homes south west towards the Tucson Mountains. This view is obstructed by the existing vegetation on the site and the commercial development across Oracle road.

The proposed development will be small in scale and include the use of landscaping to help mitigate any impacts. The height of the primary structure will be 25± feet and the greenhouses will not exceed 18 feet. No significant impacts to the view shed are anticipated as a result of this project.

II-H. Traffic

The site will be accessed via a new driveway constructed on the southern property, connecting to Oracle. The driveway will be approximately one quarter of a mile south of the signalized intersection of Magee and Oracle Roads, and one quarter of a mile north of the signalized intersection of Suffolk Drive and Oracle Road.

As required by ADOT, the entrance driveway approach will be a minimum of 35-feet, with 35 foot radii. The driveway will taper down to 24-feet as required by Oro Valley. A total of 18 parking stalls will be provided. A maximum of three to five employees are expected to be on the site at anytime. Assuming that each employee drove to work, that would leave 13 parking stalls open to the general public.

To comply with Oro Valley code Section 23.8.B.6.c all parking has been relocated behind the primary structure. However, parking will still be screened from the adjacent residential uses to the east by two greenhouses and the required landscape buffer.

Conditions of Approval

- Engineering Condition #1
An easement and in-lieu fee will be made for the future construction of the sidewalk along Oracle Road. Should the money not be utilized in 10 years, the applicant will be refunded the amount deposited.
- Engineering Condition #2
The Tentative Development plan has been modified to provide adequate onsite maneuvering areas.
- Engineering Condition #3
The Tentative Development Plan has been modified to provide a 4-foot free and clear sidewalk.
- Engineering Condition #4
Access to the project will be off Oracle Road, references to shared access to the south have been removed.

II-I. Recreation and Trails

A striped 10' wide striped shoulder exists along Oracle Road, and is included on the Oro Valley Bikeways Map. No changes are proposed to the shoulder.

As required, by Oro Valley Code, Section 27.7.F.2 two bicycle class one facilities will be provided.

II-J. Cultural/Archaeological/Historic Resources

1. Determine whether the site has been field surveyed for cultural resources.

The subject property has not been surveyed for cultural resources, however as recommended by the Arizona State Museum, the site will be surveyed prior to any ground disturbing activity.

2. Identify any previously recorded archaeological or historic resources known to exist on the property.

There are no known recorded archaeological or historic resources that exist on the site. However, as recommended by the Arizona State Museum, the site will be surveyed prior to any ground disturbing activity.

3. State the probability that buried archaeological resources not visible from the surface would be discovered on the site.

Because significant cultural resources do exist in the region, it is possible, however unlikely, that cultural resources may be uncovered during construction. In that unlikely event, the ASM recommends that the professional archaeologist evaluate the exposed material before any work continues in the area of the discovery.

Condition of Approval

- Planning #1
A Cultural Resource survey will be completed prior to the Final Site Plan.

II-K. Schools

The proposed rezone will not have any impact on the local schools. The proposed project will rezone property allowing commercial development. No students will be added to the schools as a result of this project. Further, this project will not add any additional traffic impacts to the streets where the schools are located.

Refer to Exhibit N: Schools, Parks and Trails

II-L. Water

Tucson Water is the service provider for this property. An 8" PVC main runs north and south in the alley. The project will make connection with this main.

II-M. Sewers

Due to the small scope of this project, Pima County Regional Wastewater Reclamation Department indicated that the project will not have a significant impact on the system and provided a waiver, Exhibit U. An 8" VCP sewer line runs in the alley to the rear (east) of the properties. An existing manhole is located in the alley at the wash.

Refer to Exhibit U: Pima County Regional Wastewater Reclamation Department Capacity Response Letter.

II-M. Sewers (Continued)

Exhibit V: Pima County Regional Wastewater Reclamation Dept. Capacity Response Letter



REGIONAL WASTEWATER RECLAMATION DEPARTMENT
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

Sewer Capacity Waiver *2014-4*

Purpose: This document shall serve as an accounting of sewage flow estimates and will be associated with permitting Building Plans, Tentative Plans, Development Plans, and Site Plans.

Date:	1/22/2014
Project Name:	Tucson Koi and Cactus Nursery
Parcel Numbers:	22551011A, 22551012A
Total ADWF (gpd):	210
Existing Sewer Number:	S-125
IMS Manhole Number:	8662-10
Contact's Name:	Linda Thompson
E-Mail Address:	lthompson@wlbgroup.com
Name of Contact's Firm:	The WLB Group, Inc.
Phone Number:	520-390-1086

Sewer Waiver Approved By: *Kurt Steiner* Date: 1-22-2014

Conditions of Waiver:

1. Proposed Estimated flows will not have significant effects on sewer system.
2. Proposed plans do not require ADEQ/PDEQ review based on the following:
 - Total ADWF is less than 3,000 gpd.
 - Sewage collection system does not include a manhole.
 - Sewage collection system does not include a force main or lift station.



Rezoning Planning and Zoning Commission Staff Report

CASE NUMBER: OV914-001 Tucson Koi & Water Gardens
MEETING DATE: July 1, 2014
AGENDA ITEM: 2
STAFF CONTACT: Michael Spaeth, Senior Planner
mspaeth@orovalleyaz.gov (520) 229-4812

Applicant: The WLB Group Inc., Paul Oland
Request: Rezoning from R1-144 and R-S to C-N for approximately 2.8 acres.
Location: East side of Oracle Road approximately ¼ mile south of Magee Road.
Recommendation: Approve with the conditions in Attachment 1.

SUMMARY:

The proposed rezoning is from R1-144 and Residential-Services (R-S) to Neighborhood Commercial (C-N) for an approximately 2.8-acre property located on the east side of Oracle Road approximately ¼ mile south of Magee Road. The subject property is traversed by a riparian corridor to be preserved as natural open space. The riparian corridor bisects the site into two halves connected by a pedestrian bridge.

The Tentative Development Plan (TDP) proposes the development of an approximately 1,800 sq. ft. retail building and two greenhouses used for storage on the southern portion of the site. The sole access point for the site and parking/loading areas are similarly located on the southern portion of the site. Display gardens, planter beds, a walking path and shaded seating are proposed for the northern portion of the site. The applicant's proposal is provided in Attachment 2.

BACKGROUND:

Land Use Context

The Existing Land Use, General Plan and Zoning for the property and the surrounding area is summarized below and depicted in Attachments 3 and 4.

	EXISTING LAND USE	GENERAL PLAN	ZONING
SUBJECT PROPERTY	Vacant	Neighborhood Commercial/Office	Single-Family Residential (R1-144) and Residential Services (R-S)
NORTH	Plaza Escondido Shopping center	Community/Regional Commercial	Regional Commercial (C-2)
SOUTH	Medical Offices	Neighborhood Commercial/Office	Residential Services (R-S)
EAST	Suffolk Hills Single Family Subdivision	Low Density (0.4 – 1.2 du/ac)	Single-Family Residential R1-36 (Avg. Lot Size: 37600 sq.ft.)
WEST	Oracle Crossings	Community/Regional Commercial	Regional Commercial (C-2)

Approvals to Date

The subject properties were annexed into the Town in 2003 with translational zoning of R1-144 and R-S.

Proposed Zoning District

The applicant proposes to rezone the property from R1-144 and R-S to C-N.

DISCUSSION / ANALYSIS:

Rezoning Analysis

The Neighborhood Commercial (C-N) zoning district is intended to allow for uses compatible and complimentary with adjacent residential districts. The allowed uses are complimentary to surrounding residential uses and serve as appropriate land use transitions from lower intensity land uses to higher intensity land uses. The proposed Neighborhood Commercial Zoning in this location is consistent with the intent of the zoning district.

The applicant is concurrently requesting the approval of a Conditional Use Permit to allow for a plant nursery on the site (see Staff Report for Agenda Item 3). Conformance of the proposed Tentative Development Plan (TDP) for the proposed nursery with the C-N zoning district is provided below.

C-N Zoning District Conformance

The proposed Tentative Development Plan (TDP) conforms to the development standards of the C-N zoning district. Please note, additional zoning standards will be addressed during the subsequent site plan review process. The following development standards are notable for this proposal:

1. *Building Heights:* Building heights are limited to 25' or two stories. The Neighborhood Commercial Zoning District further restricts buildings within 85' of adjacent residential neighborhoods to the maximum building height of the associated residential zoning district. The proposed buildings meet this development standard.
2. *Neighborhood Compatibility:* The proposed C-N zoning is in compliance with the Neighborhood Commercial/Office designation on the General Plan Map and would serve as an appropriate land use transition from lower intensity residential land uses to the east and Oracle Road to the west. The proposed building is situated near Oracle Road, conserving a majority of the site as natural open space and outdoor display gardens as additional buffer for the adjacent residential.
3. *Courtyards and Pedestrian Malls:* The proposed Tentative Development Plan includes outdoor display gardens situated alongside a walking path with shaded seating areas. The outdoor display gardens are consistent with the Courtyards and Pedestrian Malls requirement of the C-N zoning district.
4. *Access/Circulation:* The property has one access point from Oracle Road. The proposed driveways meet driveway spacing requirements and have been approved by Engineering. The location of the required loading zone and refuse enclosure creates maneuverability concerns. A condition has been added in Attachment 1 to address the issue.

Modified Review Process

The Environmentally Sensitive Lands (ESL) zoning regulation (Section 27.10.F.2.c.i.a.) 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 an additional benefit for conserving open space.

The applicant has requested use of the modified review process and this request will be considered by Town Council in conjunction with this rezoning case. The recommendation section of this report includes a recommendation to Town Council on the use of this modified review process. This modified process heightens the importance of the review and consideration of the Tentative Development Plan (TDP) during the Planning and Zoning Commission's public hearing.

Environmentally Sensitive Lands (ESL)

Conservation Categories (Biologically Based)

The riparian area bisecting the site is designated Critical Resource Area (CRA) on the Town's Environmentally Sensitive Lands Planning Map. This area requires ninety-five (95%) percent Environmentally Sensitive Open Space (ESOS) conservation. The project conserves ninety-five (95%) percent of the ESOS within this category, consistent with the minimum requirement. The proposed nursery showroom does not appear to maintain the required minimum setback apron from the CRA. A condition has been added to modify the location of nursery showroom to ensure conformance with this requirement.

Vegetation

The applicant has surveyed the property for Significant Vegetation. Based on the preliminary vegetation analysis, there are no distinct native plant stands as defined by the zoning code. See Section 1-D of the Site Analysis for additional information. A full native plant inventory is required during the subsequent site plan process following the rezoning process.

Habitat

The applicant submitted an on-line environmental review letter from Arizona Game and Fish Department. This review indicates that there are no State listed threatened or endangered species within 3 miles of the subject property.

Conservation Categories (Non-biologically Based)

Cultural Resources

The applicant submitted a letter from the Arizona State Museum (ASM) indicating that the subject property has not been surveyed for cultural resources and there are no historic properties recorded on the property. The ASM recommends that the property be surveyed for cultural resources prior to development. A condition has been included requiring the cultural resource survey be completed prior to approval of the Final Site Plan.

Scenic Resources

The applicant has submitted site elevations of the proposed development on primary view sheds from adjacent areas. This information was used to determine the proposed use will have a minimal impact on existing view sheds. The site is characterized by a moderate slope from east to west with an elevation change of approximately sixteen (16') feet.

Hillside Areas

The applicant conducted a hillside analysis of the site and found no slopes regulated as hillside areas (slopes 15% or greater).

General Plan Conformance Analysis

The subject properties are designated as Neighborhood Commercial/Office on the General Plan Future Land Use Map. The rezoning proposes Neighborhood Commercial (C-N), which is consistent with the Neighborhood Commercial/Office land use category.

Rezoning applications are also evaluated for consistency with the Vision, Goals and Policies of the General Plan. The following sections provide analysis relative to the consistency of the rezoning request with the General Plan Vision and key General Plan Goals and Policies. Excerpts from the General Plan are shown in italics, followed by staff comment.

General Plan Vision

To be a well planned community that uses its resources to balance the needs of today against the potential impacts to future generations. Oro Valley's lifestyle is defined by the highest standard of environmental integrity, education, infrastructure, services, and public safety. It is a community of people working together to create the Town's future with a government that is responsive to residents and ensures the long-term financial stability of the Town.

The proposed rezoning is consistent with the General Plan Vision. As discussed, the allowed uses in a Neighborhood Commercial Zoning District are those that are complimentary and compatible with adjacent or neighboring residential. The proposal is consistent with adjacent land uses and will serve as an appropriate land use transition.

The application has been reviewed against notable General Plan Goals and Policies.

Policy 1.1.4 *The Town shall commit to preserve, protect, and enhance the visual qualities of Oro Valley and surrounding visually significant areas, such as ridgelines.*

The applicant's request for C-N will allow for lower intensity uses capable of preserving and enhancing the visually significant areas, including ridgelines. The level of development intensity for the proposed use is compatible and will have a minimal impact on surrounding visually significant areas. The applicant's proposal is consistent with this General Plan Policy.

Policy 1.3.3 *The Town shall encourage the establishment of new commercial uses in areas so designated on the land use map near new residential neighborhoods with the type, scale, and potential for buffering to be taken into account.*

Allowed uses in the C-N zoning district are of a small office nature, or service centers intended to be located near adjacent residential development. The allowed uses must be compatible with neighboring residential and therefore will be of a type, scale and potential to maintain

compatibility. The proposed nursery use is appropriately suited to be adjacent to residential uses and will be of a complimentary type and scale that is compatible with adjacent residential. The proposed Tentative Development Plan is consistent with this General Plan Policy.

Policy 1.4.8 *The Town shall continue to require adequate buffering of commercial and employment uses from adjacent neighborhoods, with special consideration being given to placing office or other less intense uses adjacent to the residential uses.*

The appropriate scale of allowed uses in the C-N zoning district is of a low to medium intensity. As a result of lower intensity development, C-N uses will serve as an appropriate land use transition between the less intensive residential uses to the east and the more intensive commercial uses to the north and west. The limited building footprint proposed for the nursery will provide additional buffering and separation. The proposed Tentative Development Plan locates the nursery showroom on the western portion of the site, away from existing residential, and proposes to locate the less intensive greenhouses nearer to the adjacent residential. The proposed Tentative Development Plan is in conformance with this General Plan Policy.

Policy 11.1.8 *The Town shall use natural open space preservation as one criterion in considering land use rezoning proposals. Developments shall utilize natural open space to comply with requirements for landscaped areas and buffer areas.*

The lower intensity nature of C-N uses encourages natural open space conservation. The smaller building footprints of C-N uses allows for additional open space conservation and increased buffering for adjacent uses. The proposed Tentative Development Plan has conserved the riparian corridor bisecting the property and has proposed landscape areas and buffer yards to provide additional open space areas. The applicant's proposal is in conformance with this General Plan policy.

Engineering Comments

The Site Analysis addresses issues related to drainage and traffic. For drainage, the proposed rezoning request acknowledges that the development will be designed so that post-developed drainage conditions are consistent with pre-developed conditions in accordance with Town requirements. One main natural wash affects the subject property, flowing in a westerly direction through the center of the development. The drainage system for the project shall be designed to ensure, among other requirements, that all habitable structures adjacent to the wash will be protected from flooding and erosion. Increased run-off from the development will be mitigated by use of small detention basin which will ultimately discharge into the existing wash. The natural wash will sustain minimal disturbance as a result of this project and will continue to drain to existing culverts under Oracle Road.

One ingress/egress access point is proposed to connect to Oracle Road which will provide right-in/out access only. Oracle Road is under the jurisdiction of the Arizona Department of Transportation (ADOT) and access will be required to be permitted by ADOT. This project is expected to generate a very low volume of traffic and therefore will not have a noticeable impact on the surrounding roadway network.

PUBLIC PARTICIPATION:

Summary of Public Notice

Public notice has been provided:

- Letter to all property owners within 600 feet
- Homeowners Association mailing
- Advertisement in The Daily Territorial newspaper
- Post on property
- Post at Town Hall and on website

Neighborhood Meetings

A neighborhood meeting was held on December 18, 2013 at the Quality Inn & Suites south of the subject property, with approximately 3 residents and interested parties in attendance. Notable discussion topics included neighborhood buffers, traffic, building height, hours of operation and potential nuisances. A copy of the neighborhood meeting summary has been included Attachment 5.

Staff has received one (1) email in support of the project which has been included as Attachment 6.

RECOMMENDATION:

Based on the following findings:

- The request is consistent with the General Plan Vision, Goals and Policies;
- The request is consistent with the Neighborhood Commercial/Office General Plan Designation on the General Plan Future Land Use Map;
- The proposed Tentative Development Plan proposes development compatible with the sensitivity of the Critical Resource Area bisecting the site.
- The allowed uses in the proposed zoning district will serve as appropriate land use buffers between the more intensive uses to the north and west, and the less intensive uses to the south and east.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend approval to the Town Council of the requested Rezoning OV914-001 and the use of the modified review process in Section 27.10.F.2.c.i.a, subject to the conditions on Attachment 1

SUGGESTED MOTIONS:

I move to recommend approval of the Tucson Koi & Water Gardens Rezoning from R1-144 and R-S to C-N including the use of the modified review process in Section 27.10.F.2.c.i.a, based on the findings that the request is consistent with the General Plan and subject to the conditions in Attachment 1.

OR

I move to recommend denial of the Tucson Koi & Water Gardens Rezoning from R1-144 and R-S to C-N, based on the findings that the request is not consistent with the General Plan, specifically _____.

ATTACHMENTS:

1. Conditions of Approval
2. Site Analysis and Tentative Development Plan
3. General Plan Land Use Map
4. Zoning Map
5. Neighborhood Meeting Summary Notes
6. Resident Communication

Bayer Vella, Interim Planning Manager

**Attachment 5
Planning and Zoning Commission Minutes
Tucson Koi & Water Gardens
OV914-001
September 3, 2014, Town Council**

**MINUTES
ORO VALLEY PLANNING AND ZONING COMMISSION
REGULAR SESSION
July 1, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

[PLANNING & ZONING COMMISSION PACKET 07-01-2014](#)

[CALL TO ORDER AT OR AFTER 6:00 PM](#)

Chairman Cox called the meeting to order at 6:00 PM

[ROLL CALL](#)

PRESENT:

Don Cox, Chairman
John Buette, Vice-Chairman
Bill Leedy, Commissioner
Tom Drazazgowski, Commissioner
Greg Hitt, Commissioner
Bill Rodman, Commissioner
Frank Pitts, Commissioner

Commissioner Frank Pitts attended by phone.

ALSO PRESENT: Councilmember Hornat

2. [PUBLIC HEARING: TUCSON KOI & WATER GARDENS REZONING OF 2.8 ACRES LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY 1/4 MILE SOUTH OF MAGEE ROAD FROM R1-144 AND R-S TO C-N, OV914-001](#)

[OV914-001 TUCSON KOI & WATER GARDEN REZONING STAFF REPORT](#)

[ATTACHMENT 1 - CONDITONS OF APPROVAL](#)

[ATTACHMENT 2 - REZONING SITE ANALYSIS](#)

[ATTACHMENT 3 - GENERAL PLAN LAND USE MAP](#)

[ATTACHMENT 4 - ZONING MAP](#)

[ATTACHMENT 5 - NEIGHBORHOOD MEETING SUMMARY](#)

[ATTACHMENT 6 - RESIDENT COMMUNICATION](#)

Chad Daines, Principal Planner, presented the following:

- Request
- Location
- Vicinity
- Review Criteria
- General Plan
- Zoning
- Proposed Zoning
- Environmentally Sensitive Lands Modified Review Process Incentive
- Environmentally Sensitive Lands
- Tentative Development Plan
- Neighborhood Meeting/Public Input
- Summary & Recommendation

Paul Oland, WLB, representing the property owner and applicant, presented the following:

- General Plan
- Site Plan
- Desert Landscape
- Sidewalk Requirement

David Laws, Permitting Manager, responded to the questions in regards to the turn-around and sidewalks.

Bruce McDonald, Tucson Koi and Water Gardens, commented on the parking issue.

Chairman Cox opened the Public Hearing.

Bill Adler, Oro Valley resident, stated he disagrees that this use is consistent with Neighborhood Commercial C-N zoning district. This is not a neighborhood serving use, it's a regional use and does not comply with the General Plan. Water use is a concern and the business is opposite of what the Town stands for in the way of water conservation. Conditions need to be added for the use of the water so that it's at a

volume that is consistent with the Town intentions to conserve. It's the Town responsibility to add sidewalks not the property owner.

Don Bristow, Oro Valley resident, asked if the green houses on the property will have lights on all night which would impact the residential area behind it and the night sky ordinance? Are workers driving across the Sensitive Lands Area and would also like to know the difference between a decorative water feature and a water feature?

Chairman Cox closed the Public Hearing.

MOTION: A motion was made by Commissioner Leedy and seconded by Vice-Chairman Buette to Recommend Approval the Tucson Koi and Water Garden Rezoning from R1-144 and R-S to C-N including the use of the modified review process in Section 27.10.F.2.c.i.a, based on the findings that the request is consistent with the General Plan and subject to the conditions in Attachment 1.

**Attachment 1 Conditions of Approval Tucson Koi and Water Gardens
OV914-001 July 1, 2014, Planning and Zoning Commission *Planning***

1. A cultural resource survey, in accordance with Section 27.10.D.3.e.v.b, must be completed prior to the approval of the Final Site Plan.
2. Relocate the proposed nursery showroom to maintain the minimum Critical Resource Area setback, per Section 27.10.F.3.b.i.b.
3. Add open space percentage to table on Tentative Development Plan.

Engineering

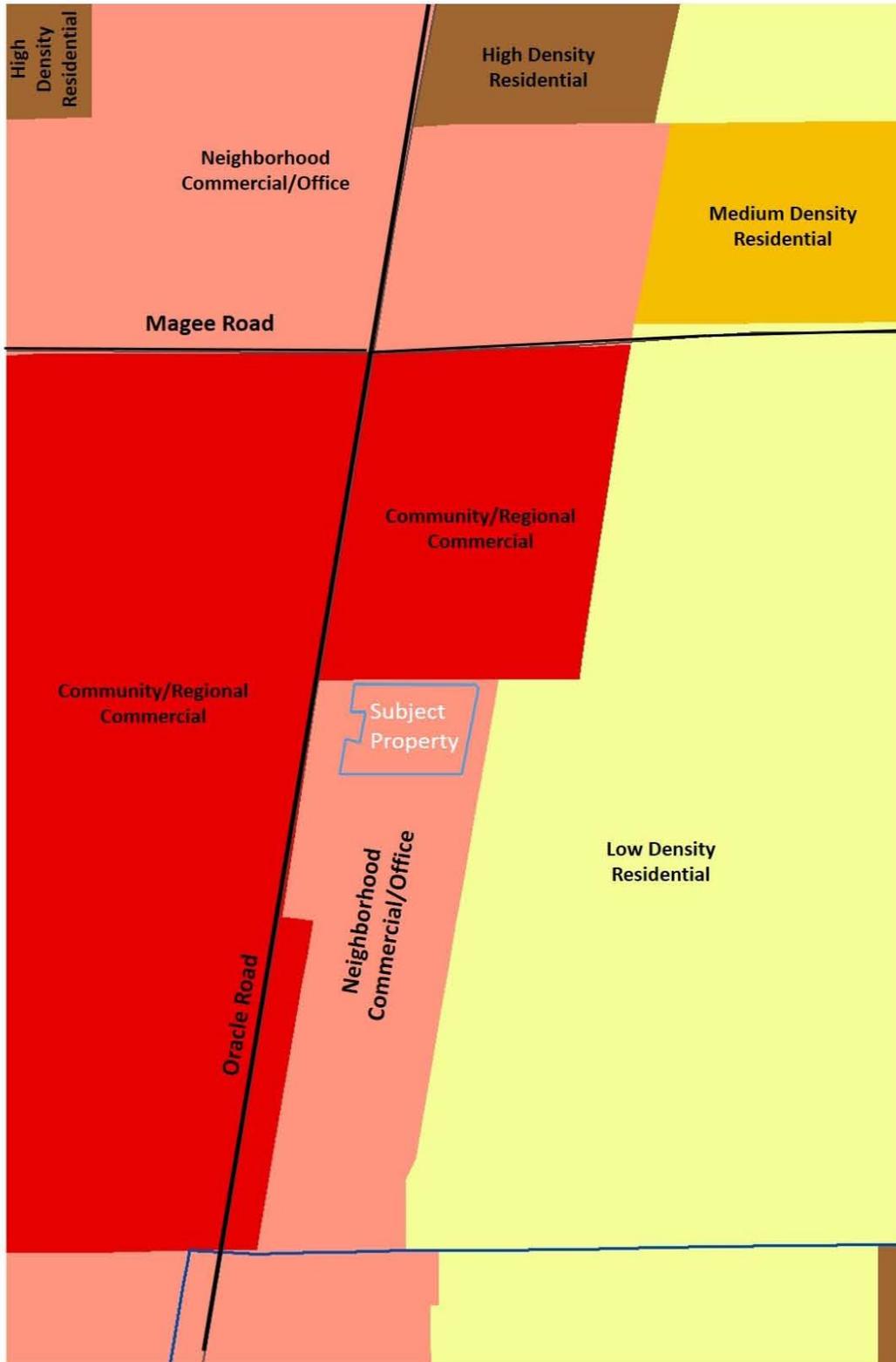
1. An in-lieu fee will be required for future construction of a 5' sidewalk along the Oracle Road frontage. An easement dedicated to the Town of Oro Valley will also be required for construction of the sidewalk. The fee and easement will need to be in place prior to issuance of a Certificate of Occupancy. The fee shall be held for a period of time not to exceed ten (10) years, after which, if the sidewalk has not been constructed, the in-lieu fee shall be returned to the applicant. (*Town Subdivision Street Standards: Sec 6.3.2*)
2. Revise the Tentative Development Plan to incorporate adequate off-street maneuvering area. (*Zoning Code: Sec. 27.7.H and 27.8.C*)
3. The sidewalk that is adjacent to the head in parking will be obstructed by the vehicle overhang from the parking space. Revise the TDP to incorporate an increased sidewalk width. (*Zoning Code: Sec. 27.7.H*)
4. Correct text to remove the language about providing a secondary access to the office complex to the south on page 27 of the Site Analysis.

MOTION carried, 7-0.

[ADJOURNMENT](#)

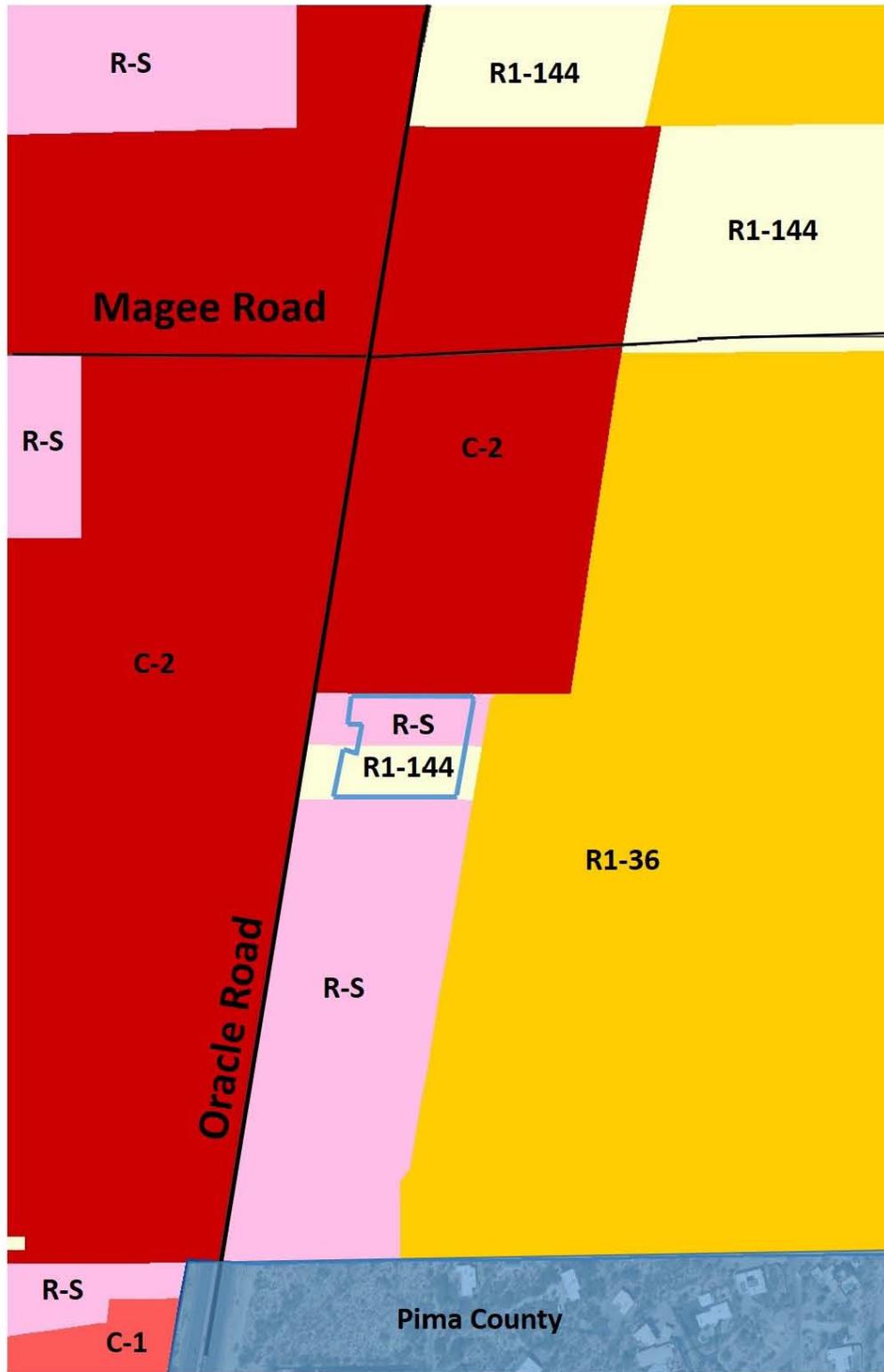
MOTION: A motion was made by Commissioner Leedy and seconded by Commissioner Pitts to adjourn the Planning and Zoning Commission meeting at 8:48 P.M.

MOTION carried, 7-0.



GENERAL PLAN MAP

TUCSON KOI & WATER GARDENS (OV914-001)



ZONING PLAN MAP

TUCSON KOI & WATER GARDENS (OV914-001)

Attachment 8
Neighborhood Meeting Summary
Tucson Koi and Water Gardens
OV914-001
September 3, 2014, Town Council

Tucson Koi and Water Garden
Neighborhood Meeting
December 18, 2013

Approximately three neighbors and interested parties were in attendance.

Planning Manager David Williams facilitated the event that included a brief presentation by Town staff discussing the Rezoning and Conditional Use Permit process, followed by a presentation by the applicant. A question and answer session followed the applicant's presentation, which is outline below.

Issues discussed included

Trash truck noise and hours
Truck noise, no heavy equipment
Hours of operation
Screening, buffer yards
Water Conservation
Storage of plant material, mulch, etc.
Mosquitos
Sale of cactus vs. higher water use plants
Consistency with the neighborhood commercial zoning designation
Lighting impacts
Dust impacts
Safety of koi ponds
Neighborhood bobcats
Access/modifications to driveway
Traffic Impact Analysis/ADOT requirements
No alley access
Will water features reduce road noise?

Planning Manager David Williams closed the question and answer session and thanked everyone for their time and comments. This concluded the neighborhood meeting.

Attachment 9
Resident Comment
Tucson Koi and Water Gardens
OV914-001
September 3, 2014, Town Council

From: BrianDavies1@aol.com [mailto: [Briandavies1@wol.com](mailto:BrianDavies1@wol.com)]

Sent: Sunday, December 22, 2013 8:22 PM

To: Michels, Matthew

Subject: Tucson Koi & Water Gardens Oracle Rd.

Matt,

Although I could not attend the Dec 18th meeting regarding the Tucson Koi & Water Gardens project on N Oracle Rd, I just wanted to offer support for the project.

As the owner of the due South property 7780/7790 N Oracle –Newport Properties L.L.C. (Pella Building), I believe that the project will add to the neighborhood in significant ways.

I do have a few concerns with our limited views of the Push ridge scenic area, but I believe with the proposed single level structures and parking lot arrangements, there will be no problem.

Also, I realize we would have an easement with connecting parking roadways on the front North portion of our lot. That makes sense, as Oracle Road is a heavy traffic area.

There is also the question as to the water hookup that (as the first property to significantly develop in that area) we had to pay quite heavily for, as we added the Eastern development on our property. Hopefully we can share that expense as you tie into it.

Anyway, I offer a more immediate way to contact us, if you have concerns.

Good luck and please keep us posted.

Best,

Brian

R.Brian Davies/Jana Davies
Newport Properties
BrianDavies1@aol.com
349-9497 cell



Town Council Regular Session

Item # **4.**

Meeting Date: 09/03/2014
Requested by: Bayer Vella
Submitted By: Michael Spaeth, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING: CONDITIONAL USE PERMIT FOR A PROPOSED RETAIL PLANT NURSERY, SHOWROOM AND SALES AREA FOR TUCSON KOI & WATER GARDENS LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY 1/4 MILE SOUTH OF MAGEE ROAD

RECOMMENDATION:

On July 1, 2014, the Planning and Zoning Commission voted to recommend approval of the Conditional Use Permit subject to the conditions in Attachment 1.

EXECUTIVE SUMMARY:

The applicant requests a Conditional Use Permit to operate a Plant Nursery on a property located on the east side of Oracle Road, approximately 1/4 mile south of Magee Road. The subject property is vacant and encompasses approximately 2.8 acres. Please refer to Attachment 2.

The proposed plant nursery includes an approximately 1,800 sq. ft. nursery showroom, two (2) 900 sq. ft. green houses and outdoor display gardens and walking paths with shaded seating. The site is bisected by a riparian corridor which has been preserved at the required ninety-five percent (95%). The nature of the proposed use does not generate "*hazards due to unusual volumes of traffic or nuisance from noise, smoke or odor and is reasonably compatible with the uses in the surrounding area*", which are key Conditional Use Permit review criteria.

BACKGROUND OR DETAILED INFORMATION:

The subject property is designated Neighborhood Commercial/Office on the General Plan Future Land Use Map (Attachment 5) and zoned R1-144 and R-S (Attachment 6). The applicant is concurrently pursuing a rezoning of the subject property to Neighborhood Commercial. The proposed Plant Nursery requires a Conditional Use Permit in a Neighborhood Commercial Zoning District.

Current Site Conditions

- Vacant Property

Approvals-to-date

- No approvals to date

Proposed Changes

- 1800 sq. ft. nursery showroom
- Two (2) 900 sq. ft. green houses

- Outdoor display gardens with walking paths and shaded seating.

Conditional Use Permit Review Criteria Conformance

The Zoning Code establishes review criteria to ensure conditional uses meet the following:

1. *That the granting of such conditional use permit will not be materially detrimental to the public health, safety, or welfare. In arriving at this determination, the factors which shall be considered shall include the following:*
 - *Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination;*
 - *Hazard to persons and property from possible explosion, contamination, fire or flood;*
 - *Hazard occasioned by unusual volume or character of traffic.*
2. *That the characteristics of the use proposed in such use permit are reasonably compatible with the types of use permitted in the surrounding area.*

The proposed use has been reviewed and is in conformance with the criteria above. A brief description of conformance is provided below and a detailed analysis is provided in the Planning and Zoning Commission staff report (Attachment 3).

The proposed use will not include activities producing excessive amounts of odor or dust, it may minimally contribute to existing levels of noise or vibration in the area and is not expected to generate unusual volumes of traffic. Additionally, the applicant's proposal will serve as an appropriate land use transition between the less intensive residential development to the east and Oracle Road. The Planning and Zoning Commission's recommendation is based on a finding that the proposed use is consistent all review criteria.

General Plan Conformance

The subject property is designated Neighborhood Commercial/Office on the General Plan Future Land Use Map. The proposed nursery is of a type and scale consistent with this General Plan designation. The proposed use is also consistent with the Vision, Goals and Policies of the General Plan, specifically those related to neighborhood compatibility and open space conservation. The low intensity nature of the proposed use preserves a majority of the site as outdoor gardens and open space; is compatible with adjacent residential and will serve as a good land use transition to Oracle Road to the west.

Water Features

The proposed use will include three koi ponds for demonstration purposes only, as products or services that may be provided. The Zoning Code prohibits ornamental water features as a component of landscaping. The purpose of the water features is not ornamental, rather as a display for retail purposes. Therefore, the koi ponds are not in conflict with the Zoning Code prohibition on ornamental water features.

The koi ponds, similar in size to a typical parking space, will be ancillary to the display and sale of cactus and other desert plants. Each will utilize pumps to circulate water to improve conservation.

Public Notification and Comment

Public notice has been provided to the following:

- Notification of all property owners within 600 feet and extended area
- Homeowners Association mailing
- Advertisement in the Daily Territorial newspaper
- Post on the property

- Post at Town Hall and on website

A neighborhood meeting was held on December 18, 2013, with approximately 3 residents and interested parties in attendance. Notable discussion topics included neighborhood buffers, traffic, building height, hours of operation and potential nuisances. A copy of the neighborhood meeting summary has been included as Attachment 7.

A Planning and Zoning Commission hearing was held on July 1, 2014. Three residents spoke during the hearing. Primary topics discussed included water conservation, lighting and pedestrian traffic on Oracle Road. The Planning and Zoning Commission unanimously recommended approval, with conditions. Please refer to the Planning and Zoning Commission hearing minutes included as Attachment 4.

Staff has received one resident comment via email that has been included as Attachment 8.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Conditional Use Permit for the Tucson Koi & Water Gardens, subject to the conditions in Attachment 1, based on the findings that the proposed request is consistent with all zoning code review criteria.

OR

I MOVE to deny the Conditional Use Permit, finding that the proposed request is not consistent with the zoning code criteria due to _____.

Attachments

ATTACHMENT 1 - CONDITIONS OF APPROVAL

ATTACHMENT 2 - SITE ANALYSIS

ATTACHMENT 3 - PLANNING AND ZONING COMMISSION REPORT

ATTACHMENT 4 - PLANNING AND ZONING COMMISSION MINUTES

ATTACHMENT 5 - GENERAL PLAN LAND USE MAP

ATTACHMENT 6 - ZONING MAP

ATTACHMENT 7 - NEIGHBORHOOD MEETING SUMMARY

ATTACHMENT 8 - RESIDENT COMMENT

**Attachment 1
Conditions of Approval
Tucson Koi and Water Gardens
Conditional Use Permit
OV814-001
September 3, 2014, Town Council**

Engineering

1. Show that sufficient room is provided for delivery vehicle and trash collection vehicle maneuverability within the revised parking layout. Specifically, demonstrate that the vehicles can turn around and will not be required to back out of the parking lot to Oracle Road.

OV113-031

Tucson Koi & Water Gardens

CONDITIONAL USE PERMIT SITE ANALYSIS

Second Submittal, 08.10.14

Property Owners

Walter & Jane Wong
Family Investments, LLP
5437 East 3rd Street
Tucson, Arizona 85711

Tucson Koi and Water Gardens, LLC
3372 North Dodge Boulevard
Tucson, AZ 85716

Prepared By

The WLB Group, Inc.
Contact: Paul Oland
4444 East Broadway Boulevard
Tucson, Arizona 85711
520.881.7480

WLB No. 113036-A-001



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INTRODUCTION

This site analysis has been prepared in support of a conditional use permit encompassing two lots totaling approximately 2.8 acres. The property is located on Oracle Road approximately 1,000 feet south of Magee Road and is further identified as Parcel Numbers 225-51-011A and 225-51-012A. The subject site is surrounded by development on four sides. Properties to the north, south, and west (across Oracle Road) are all designated by the General Plan, zoned for and contain commercial uses. The area to the east of the project site is an existing single family neighborhood. The proposal is to allow the construction of a 1250± square foot showroom, shade structures and shade sails, koi ponds, onsite parking and to display and sell nursery related items.

BACKGROUND

I. Existing Land Uses

1. Site Location

The subject property is located within Township 12 South, Range 13 East, Section 36, Town of Oro Valley, Pima County, Arizona. It is bounded by Oracle Road to the west, a dirt alley to the east, and an alley easement to the north. Commercial developments exist to the north and south and an existing single family neighborhood to the east. The Pima County Tax Assessor designates the properties as parcels 225-51-012A and 225-51-011A.

Refer to Exhibit A: Location Map and Exhibit B: Aerial Photograph.

2. Existing Land Uses on Site

The subject properties are currently undeveloped and vacant. A wash bisects the site and flows from east to west.

Refer to Exhibit C: Existing Land Uses.

3. Adjacent Property Information

a. Existing Zoning

Parcel 225-51-011A: RS, Residential Service District

Parcel 225-51-012A: R1-144, Single Family Residential

North: C2, Regional Commercial

South: RS, Residential Service District

East: R1-36, Single Family Residential

West: C2, Regional Commercial, CR-1, CR-5 (Pima County)

Refer to Exhibit D: Existing Zoning.

b. Existing Land Use

Parcel 225-51-011A: Vacant, undeveloped
Parcel 225-51-012A: Vacant, undeveloped

North: Commercial Shopping Center (Plaza Escondido, including Marshalls, Panda Express, Trader Joes, two tire shops and numerous other retailers
South: Commercial Office/Retail Building complex
East: Single Family Residential neighborhood
West: Commercial Shopping Center (Oracle Crossings) across Oracle Road including Wal-Mart Neighborhood Market, KFC, Taco Bell, and numerous other restaurant and businesses

Refer to Exhibit C: Existing Land Uses.

c. Existing General Plan Designations

Parcel 225-51-011A: Neighborhood Commercial/Office (Growth area)
Parcel 225-51-012A: Neighborhood Commercial/Office (Growth area)

North: Community/Regional Commercial (Growth area)
South: Neighborhood Commercial/Office (Growth area)
East: Low Density Residential (0.4 to 1.2 DU/acre)
West: Community/Regional Commercial (Growth area)

The site is designated on the General Plan Land Use Map as Neighborhood Commercial/ Office and is located within the Oracle/Magee/Ina Growth area. The Growth areas *are particularly suitable for planned multi-modal transportation and infrastructure expansion and improvements designed to support a planned concentration of a variety of uses, such as residential, office, commercial, tourism and industrial uses.*

The Neighborhood Commercial designation is intended to provide services to the surrounding residents. According to the General Plan, these areas *“must be developed for commercial and office uses...”*

Due to the existing General Plan designation of NCO, the location of the property in the Oracle/Magee/Ina Growth area, and the surrounding General Plan designations, it is expected that the concurrent rezoning application to designate the site as CN will be approved.

Refer to Exhibit E: Existing General Plan.

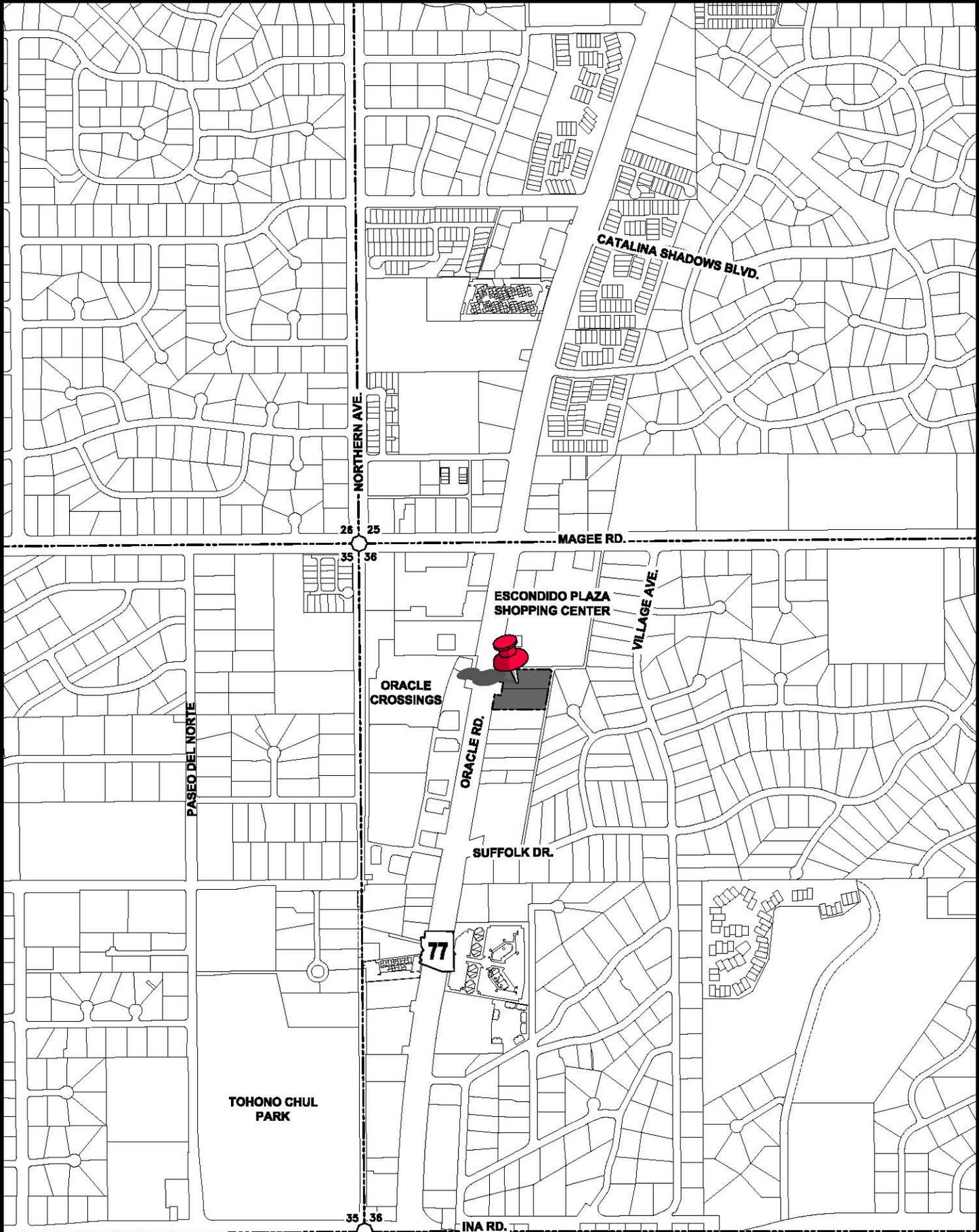
d. Surrounding Building Heights

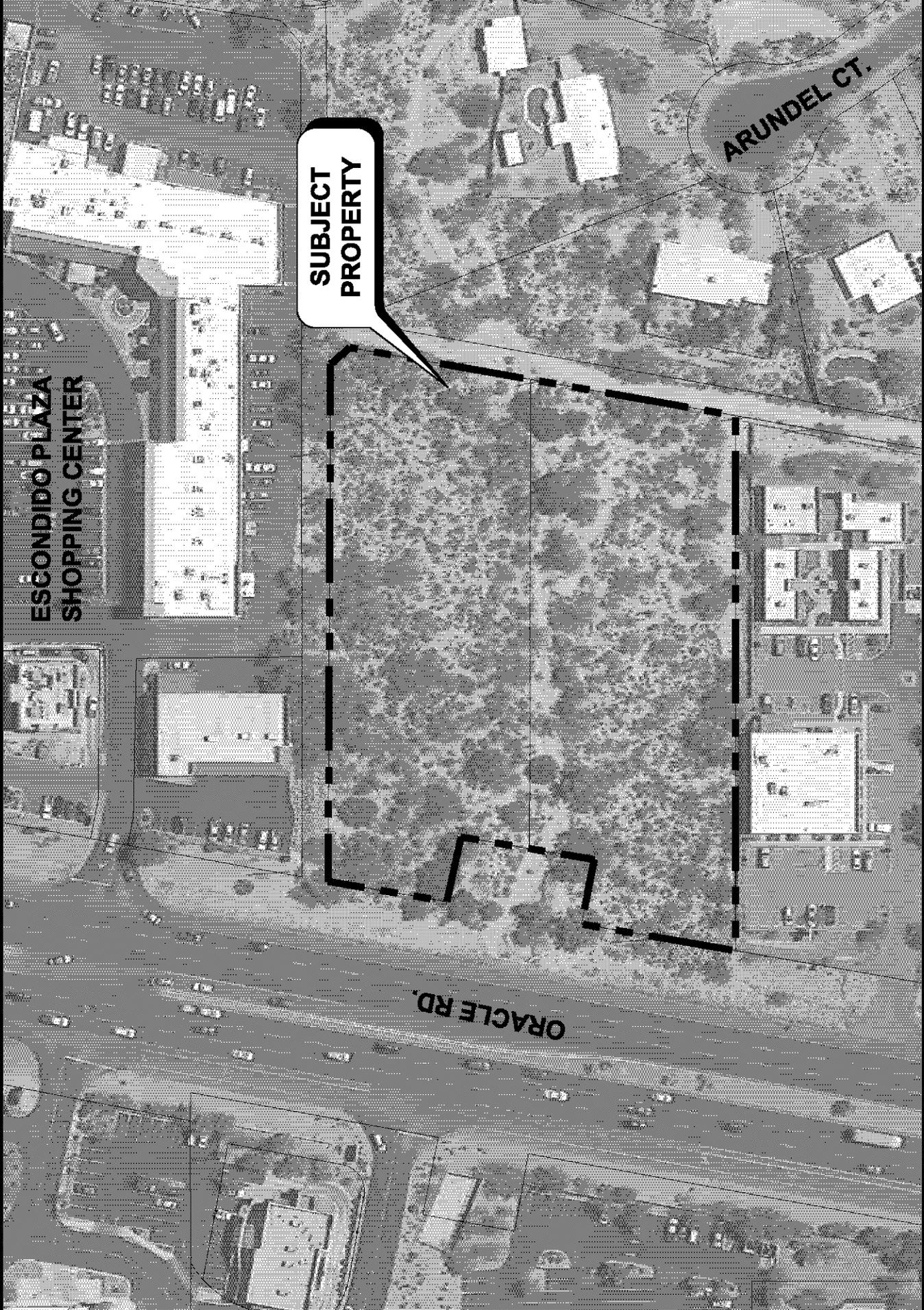
The single family residences to the east are all single story homes approximately 20' in height. The commercial office and retail complex to the south are single story with an overall height of approximately 20'. The rear of the commercial center to the north and adjacent tire shop are approximately 20' as well. The parapets on the front of the center approach 30', consistent with the shopping center across Oracle Road.

See Exhibit C: Existing Land Uses.

e. Surrounding Subdivisions & Development Plans

North: Escondido Plaza (Bk. 27 Pg. 82)
South: Suffolk Subdivision (Bk. 13 Pg. 18)
East: Suffolk Subdivision (Bk. 13 Pg. 18)
West: Oracle Crossings (Bk. 61 pg. 39), Bonita Acres (bk. 24, pg. 25)





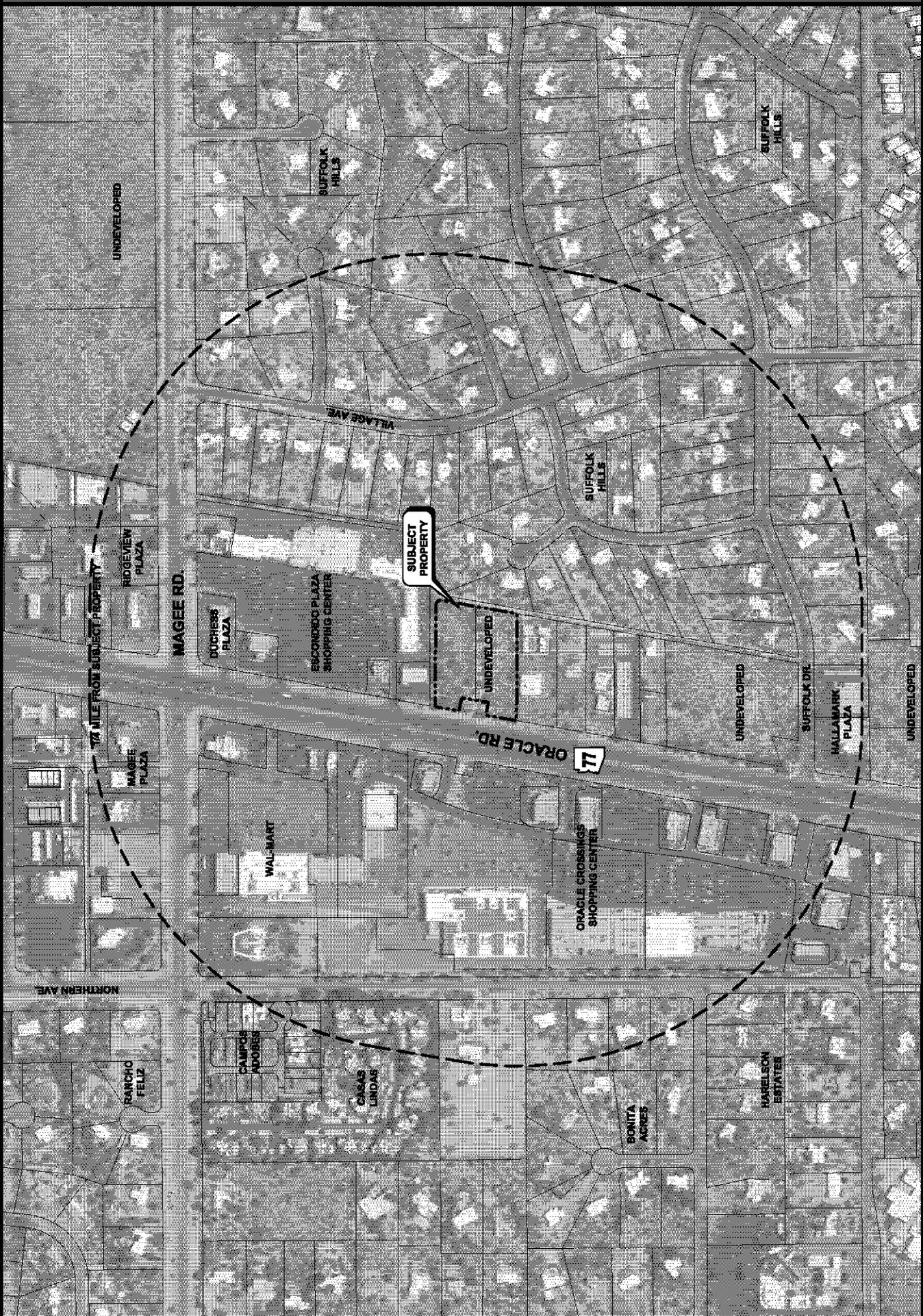
ESCONDIDO PLAZA
SHOPPING CENTER

**SUBJECT
PROPERTY**

ORACLE RD.

ARUNDEL CT.



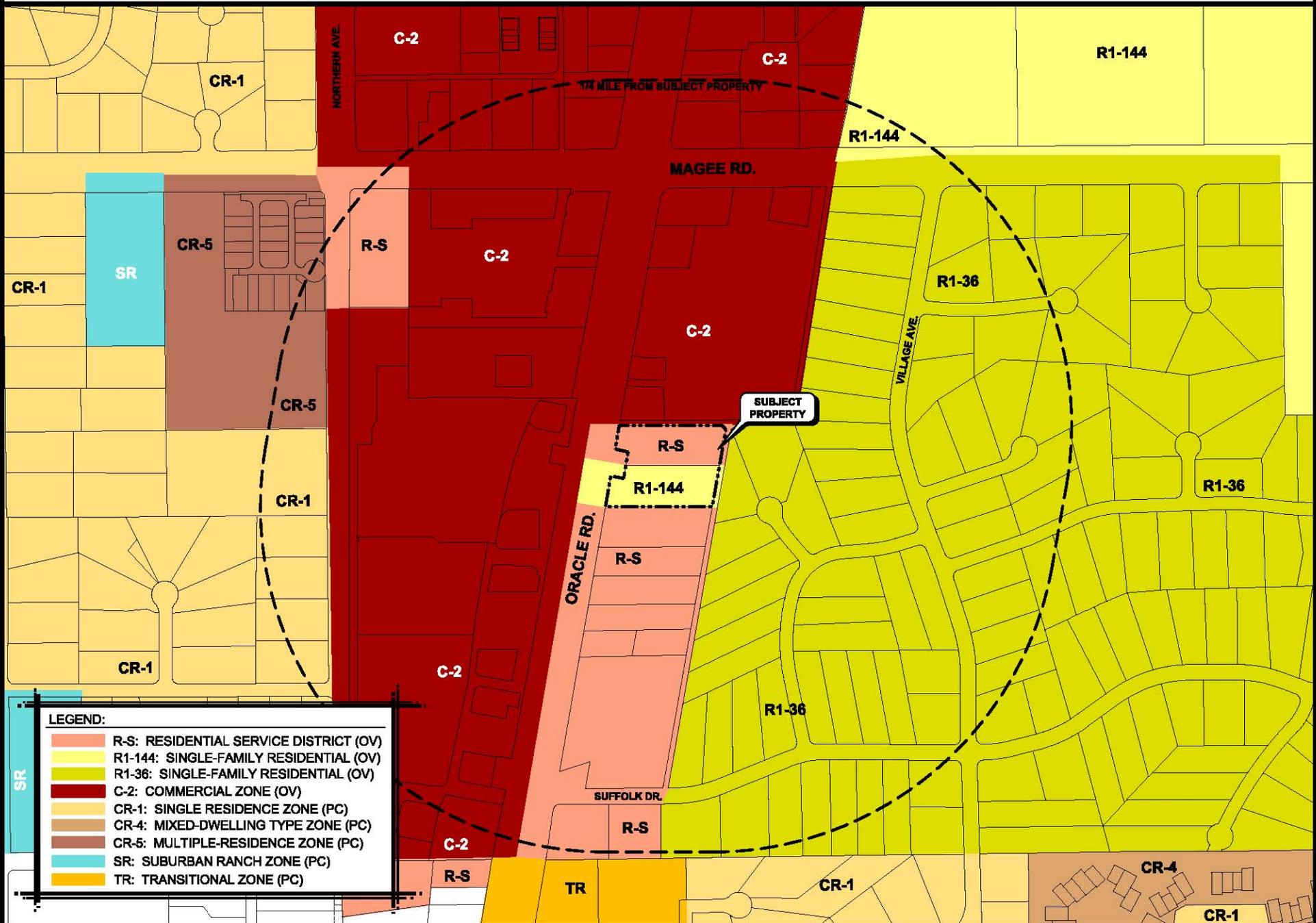


1/4 MILE FROM SUBJECT PROPERTY

SUBJECT PROPERTY



500'

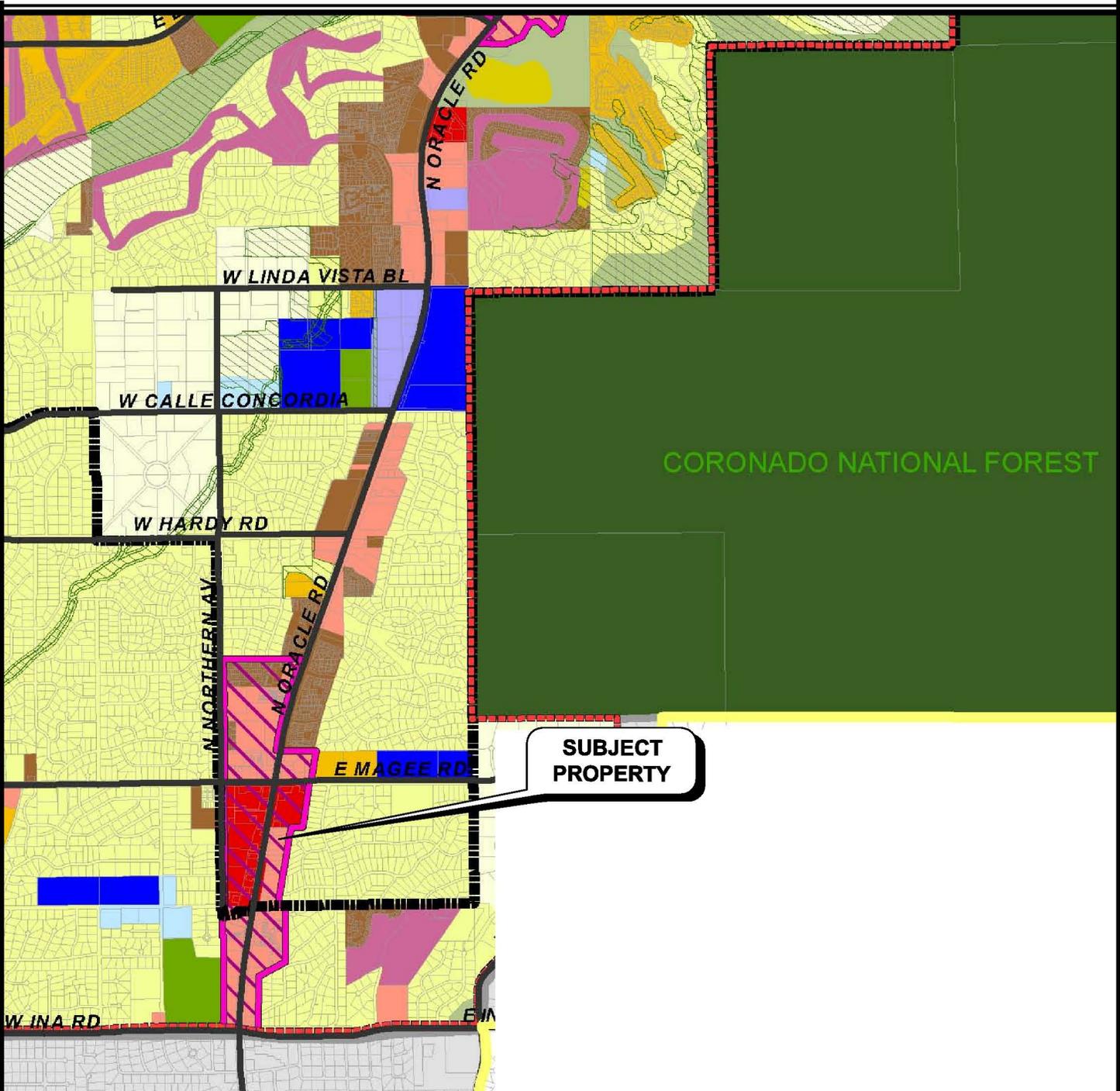


**TUCSON KOI & WATER GARDENS
EXHIBIT D: EXISTING ZONING**



2014.08.08
WLB No. 113036-A-001





Town of Oro Valley General Plan

- | | | | |
|--|---|--|----------------------------------|
| | Oro Valley Limits | | Master Planned Community |
| | General Plan Planning Area | | Resort / Golf Course |
| | Arroyo Grande Planning Area | | Neighborhood Commercial / Office |
| | Growth Area | | Public / Semi-Public |
| | Urban Services Boundary | | Community / Regional Commercial |
| | General Plan Significant Resource Area | | Commerce / Office Park |
| | Rural Low Density Residential (0 - 0.3 DU/AC) | | School |
| | Low Density Residential (0.4 - 1.2 DU/AC) | | Open Space |
| | Low Density Residential (1.3 - 2.0 DU/AC) | | Park |
| | Medium Density Residential (2.1 - 5 DU/AC) | | National Forest |
| | High Density Residential (5+ DU/AC) | | Undesignated Area |

II. CONDITIONAL USE PERMIT FINDINGS

The findings for approval of the Conditional Use can be made as follows:

1. That the granting of such conditional use permit will not be materially detrimental to the public health, safety, or welfare.

a. Damage or nuisance arising from noise, smoke, odor, dust, vibration or illumination;

Noise, smoke, odor, dust, vibration.

The proposed project will not cause any damage or long term nuisances from noise, smoke, dust, vibration. During the brief construction period a minor amount of smoke, odor, dust or vibration may be emitted from the site. These will be mitigated by pre-watering the site, installation of construction fencing, utilizing properly maintained equipment, and adhering to construction hours.

The site will be utilized as a water garden and retail nursery. Though the sales activity is located largely outside in the open, the operation does not involve activities that would contribute to noise or vibration in excess of current levels experienced from highway traffic and existing commercial centers. No uses are proposed which would emit any smoke or odors. The site will be landscaped and will not result in any significant dust leaving the site.

Illumination.

The site will have onsite safety, security and decorative lighting but will fully comply with the Zoning Code Section 27.5, Outdoor Lighting.

b. Hazard to persons and property from possible explosion, contamination, fire or flood;

Explosion.

The proposed use will not place people or property in a hazardous situation. No explosives will be stored on site. A minimal amount fertilizer may be stored onsite and will be kept proper containers to industry standards.

Contamination.

No hazardous materials will be stored on the site. There is no risk of contamination.

Fire.

The project will require review and approval of Mountain Vista Fire Department. The project will fully comply with all requirements.

Tucson Water is the service provider for this property. An 8" PVC main runs north and south in the alley. The project will make connection with this main.

Flood.

The site is designated as Zone 'X' per the FEMA Flood Insurance Rate Map (FIRM), Panel 04019C1680L, Revised June 16, 2011. However, the wash carries approximately 1,035 cfs and thereby, is locally regulated by the Town of Oro Valley. The off-site terrain of the upstream watersheds is mostly native desert vegetation, with a number of roadway crossings and residential development. The development in the upstream area was platted in the 1950s and therefore provides little, or no, detention.

Drainage infrastructure will be designed to convey off-site stormwater through the site, maintaining the current outlet points. Runoff will remain largely within the existing channel. Increased runoff produced by the proposed development will be minimal and directed into detention basins provided to mitigate the runoff to pre-development levels. The reduced runoff will then be discharged into the existing, natural channel and ultimately off-property in the existing manner. Additionally Tucson Koi and Water Garden plans to showcase rainwater harvesting devices which to a smaller degree provide for additional stormwater runoff mitigation.

c. Hazard occasioned by unusual volume or character of traffic.

Oracle Road (State Highway 77) has an estimated ADT of 55,000 between Magee and Ina Roads and 46,000 between Magee and Hardy Roads. The proposed project consists of a small 1,250± square foot show room, outdoor display garden and retail nursery. The proposed project will not generate a significant amount of trips to the highway.

Road	Section	Existing ROW	Ultimate ROW	Travel Lanes	Capacity	Speed Limit	ADT (PAG)	Surface Conditions	Scheduled Improvements
Oracle Rd.	Magee Rd. to Ina Rd.	180-200'	200'	6	45,000	50	55,000	Paved	None
	Magee Rd. to Hardy Rd.	180'-200'	200'	6	45,000	50	46,000	Paved	None
Magee Rd.	Oracle Rd. to La Canada	varies	150'	2,4	15-30,000	35-45	14,146	Paved w/ sidewalk	Under construction
	Oracle to Christie Dr.	150'	150'	2	15,000	25	1,893	Paved	Completed
N. Northern Rd.	Ina to Hardy	150'	150'	2	15,000	35	8,782	Paved	None
La Canada Dr.	Magee Rd to Ina Rd	150'	150'	4	30,000	25	7,869	Paved w/ sidewalk	Completed
	Magee Rd. to Overton Rd.	150'	150'	4	30,000	25	7,213	Paved w/ sidewalk	Completed

A driveway will be installed approximately one quarter of a mile south of the signalized intersection of Magee and Oracle Roads, and one quarter of a mile north of the signalized intersection of Suffolk Drive and Oracle Road.

2. That the characteristics of the use proposed in such use permit are reasonably compatible with the types of use permitted in the surrounding area.

The proposed use provides a smooth transition to the surrounding uses. The small building footprint, low height, natural undisturbed open space, onsite landscaping and retail plants will provide an attractive transition and buffer to the residential uses to the east. The site will provide a buffer between the large commercial center to the north and the smaller office/retail park to the south.

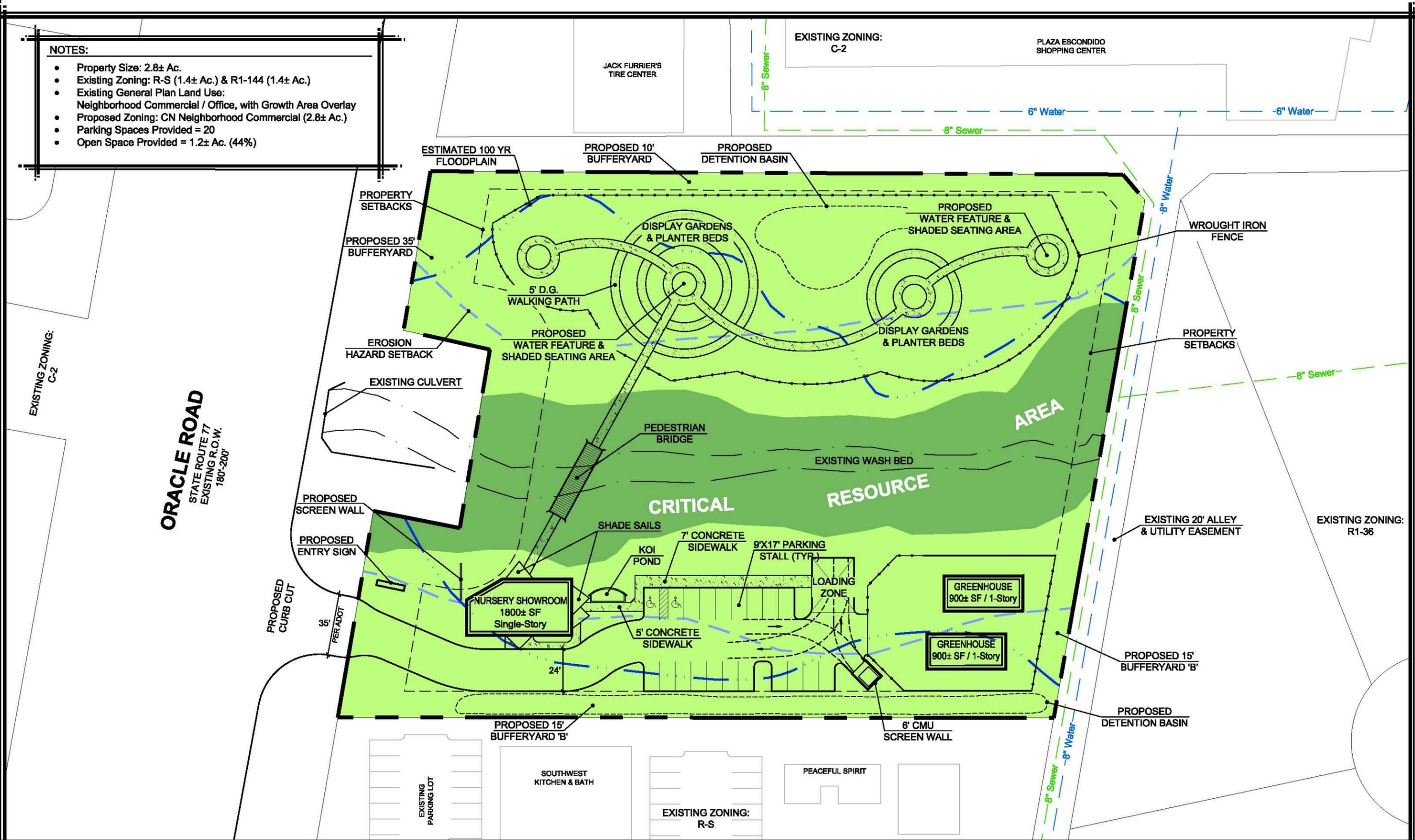
The site is located between two commercial centers with heights ranging from approximately 20' to 30' in height. In addition, the property to the north is elevated above the project site. The sites gradient is consistent with Oracle Road and the existing neighborhood to the east making much of the site minimally visible from offsite locations other than from the rear of the commercial to the north.

The prominent view across the site is to the northwest of Pusch Ridge. This is visible traveling north on Oracle Road. The view is partially obstructed by the large commercial development to the north, power lines and existing vegetation. The secondary view across the site is from the single family homes south west towards the Tucson Mountains. This view is obstructed by the existing vegetation on the site and the commercial development across Oracle road. No significant impacts to the view shed are anticipated as a result of this project.

A 15-foot minimum buffer yard is will be provided along the southern property line where the project is adjacent to the existing office and retail complex, designated as Residential Service. A 30-foot buffer is required along Oracle Road and although not required landscaping/ buffering will be provided along the rear and northern portions of the property.

NOTES:

- Property Size: 2.8± Ac.
- Existing Zoning: R-S (1.4± Ac.) & R1-144 (1.4± Ac.)
- Existing General Plan Land Use: Neighborhood Commercial / Office, with Growth Area Overlay
- Proposed Zoning: CN Neighborhood Commercial (2.8± Ac.)
- Parking Spaces Provided = 20
- Open Space Provided = 1.2± Ac. (44%)



EXISTING ZONING: C-2

PLAZA ESCONDIDO SHOPPING CENTER

JACK FURRIER'S TIRE CENTER

EXISTING ZONING: R-1-36

EXISTING ZONING: R-S

ORACLE ROAD
STATE ROUTE 77
EXISTING R.O.W. 180'-200'

LEGEND:



TREE



SHRUB OR CACTUS



ACCENT OR CACTUS

JACK FURRIER'S
TIRE CENTER

EXISTING ZONING:
C-2

PLAZA ESCONDIDO
SHOPPING CENTER

ORACLE ROAD
STATE ROUTE 77

EXISTING ZONING:
C-2

PROPOSED
CURB CUT

PROPOSED
SCREEN WALL

PROPOSED
ENTRY SIGN

PROPOSED 35'
BUFFERYARD

PROPOSED 10'
BUFFERYARD

DISPLAY GARDENS
& PLANTER BEDS

5' D.G.
WALKING PATH

PROPOSED
WATER FEATURE &
SHADED SEATING AREA

EXISTING CULVERT

PEDESTRIAN
BRIDGE

CRITICAL

RESOURCE

EXISTING WASH BED

SHADE SAILS

KOI
POND

LOADING
ZONE

NURSERY SHOWROOM
1800± SF
Single-Story

CONCRETE
SIDEWALK

GREENHOUSE
900± SF / 1-Story

GREENHOUSE
900± SF / 1-Story

PROPOSED 15'
BUFFERYARD 'B'

PROPOSED 15'
BUFFERYARD 'B'

6' CMU
SCREEN WALL

EXISTING
PARKING LOT

SOUTHWEST
KITCHEN & BATH

EXISTING ZONING:
R-S

PEACEFUL SPIRIT

8" Sewer

AREA

8" Water

6" Water

6" Water

8" Sewer

8" Sewer

8" Sewer

8" Water

EXISTING ZONING:
R1-36



Conditional Use Permit Planning and Zoning Commission Staff Report

NAME: Tucson Koi & Water Gardens

CASE NUMBER: OV814-001

MEETING DATE: July 1, 2014

AGENDA ITEM: 3

STAFF CONTACT: Michael Spaeth, Senior Planner
mspaeth@orovalleyaz.gov (520) 229-4812

Applicant: The WLB Group Inc., Paul Oland

Request: Conditional Use Permit to allow a Plant Nursery in Neighborhood Commercial (C-N) Zoning District

Location: East side of Oracle Road approximately ¼ mile south of Magee Road.

Recommendation: Approve with the conditions listed in Attachment 1.

SUMMARY:

The applicant requests a Conditional Use Permit (CUP) to operate a Plant Nursery on two parcels on the east side of Oracle Road approximately, ¼ mile south of Magee Road. The subject property encompasses approximately 2.8 acres and is currently vacant.

The proposed Plant Nursery requires a CUP in a Neighborhood Commercial (C-N) Zoning District. The proposed use consists of a 1,800 sq. ft. nursery showroom, outdoor display gardens with walking paths and shaded seating. The regular business operations of the proposed use include the storage and sales of native plants and the design, sale and construction of custom koi ponds. The proposal is consistent with the Conditional Use Permit Review Criteria, subject to the conditions listed in Attachment 1. The applicant's proposal is included as Attachment 2.

BACKGROUND/DETAILED INFORMATION:

The Existing Land Use, General Plan and Zoning for the property and the surrounding area is summarized below and depicted in Attachments 3 and 4.

Land Use and Zoning

	EXISTING LAND USE	GENERAL PLAN	ZONING
SUBJECT PROPERTY	Vacant	Neighborhood Commercial/Office	Single-Family Residential (R1-144) and Residential Services (R-S)
NORTH	Plaza Escondido Shopping center	Community/Regional Commercial	Regional Commercial (C-2)
SOUTH	Medical Offices	Neighborhood Commercial/Office	Residential Services (R-S)
EAST	Suffolk Hills Single Family Subdivision	Low Density (0.4 – 1.2 du/ac)	Single-Family Residential R1-36
WEST	Oracle Crossings	Community/Regional Commercial	Regional Commercial (C-2)

Approvals to Date

The subject properties were annexed into the Town in 2003 with translational zoning of R1-144 and R-S.

Request Details

The proposed plant nursery will include a 1,800 sq. ft. nursery showroom, outdoor display gardens, walking paths and shaded seating. The business includes the storage and sale of plants that will be displayed in the outdoor gardens or stored in the two onsite greenhouses. Additionally, the business includes the display of koi ponds as representations of the products that may be designed, sold or constructed. The following bullets outline additional details of this request:

- Maximum building height of 25' or two stories.
- Limited building height of 18' for all structures within 85' of adjacent residential.
- Parking for 18 vehicles.

DISCUSSION/ANALYSIS:

Conditional Use Permit Analysis

The Conditional Use Permit Review Criteria contained in Section 22.5 provide the primary guidance for evaluating CUP's. CUP's may be granted based on consideration of the following criteria shown in italics, followed by staff commentary:

That the granting of such conditional use permit will not be materially detrimental to public health, safety, or welfare. In arriving at this determination, the factors which shall be considered shall include the following:

Damage or nuisance arising from noise, odor, dust, vibration or illumination;

The proposed nursery operations will not include activities producing odor or dust. The everyday operations may contribute minimally to existing noise or vibration, in the form of loading and trash truck travel. The required refuse enclosure and loading zone will be located approximately 125' and 145', respectively, from the neighboring residential property line. The proposed use will be required to comply with the Town of Oro Valley Outdoor Lighting standards and regulations. The proposed use meets this criteria.

Hazard to persons and property from possible explosion, contamination, fire or flood;

- The proposed use will store small amounts of fertilizer onsite, stored in appropriate containments. The business will require a review and approval from Mountain Vista Fire Department.
- The project will incorporate drainage infrastructure to convey stormwater through the site, maintaining pre-development run-off levels through the use of detention basins.
- The proposed use meets this criteria.

Hazard occasioned by unusual volume or character of traffic.

The Traffic Impact Analysis for the site has been reviewed by the Town's engineers, who do not anticipate traffic to be an issue. With a single access point from Oracle Road, this type of land use is not anticipated to generate unusual volumes or character of traffic. Loading and trash truck traffic may have difficulty navigating the restricted parking areas and a condition has been added in Attachment 1 to address this issue.

That the characteristics of the use proposed in such use permit are reasonably compatible with types of uses permitted in the surrounding area.

The proposed Plant Nursery will serve as an appropriate land use transition between the less intensive residential uses to the east and the more intensive commercial uses to the north and west. The limited building footprint proposed for the nursery reduces the impact on surrounding areas.

The nursery showroom is located on the western portion of the site, away from the existing residential. The less intensive greenhouses are located nearer to the adjacent residential. All structures located within eighty-five (85') feet of adjacent residential are limited to a maximum building height of eighteen (18') feet. The building height restriction further ensures the development will be at a residential scale and compatible with the adjoining residential use.

The proposed Landscape Plan incorporates all required bufferyards. Additionally, the applicant has incorporated additional landscaping along the eastern property line, closest in proximity to the adjacent residential. The residential uses to the east of the property are further buffered by an existing twenty (20') foot utility easement.

Zoning Code Analysis

The subject property is bisected by a wash designated as Critical Resource Area (CRA) on the Town's Environmentally Sensitive Lands Planning Map. The Environmentally Sensitive Lands Ordinance (Section 27.10) requires a minimum setback from Critical Resource Area of twenty (20') feet for all buildings. The proposed location of the plant nursery showroom does not meet this requirement. A condition of approval has been added in Attachment "1" to address the issue. The remainder of the subject property not categorized as CRA is mapped as Developed Areas, which requires no ESOS conservation

The proposed Plant Nursery will be reviewed for full conformance with all applicable provisions of the Zoning Code during the site plan review process, including screening, landscaping and bufferyards, architecture and public art.

Water Features

The Town of Oro Valley Zoning Code Landscape Conservation section specifically prohibits:

"The use of water for ornamental purposes, such as water fountains, as a component of landscaping..." (Section 27.6.D.5)

The applicant has stated the proposed use of water in the display gardens is intended to serve demonstration purposes as products or services that may be provided. The use of water is not for ornamental purposes and thus is not in conflict with the Zoning Code prohibition on water features.

Customers who purchase such water features are restricted to rear and side yard placement on residential lots, per Table 27-13.

Engineering

The proposed conditional use permit site analysis acknowledges that the development will be designed so that post-developed drainage conditions are consistent with pre-developed conditions in accordance with Town requirements. In addition, the drainage system designed for the development shall be designed per the Town's Drainage Criteria Manual and Floodplain Ordinance to ensure among other requirements that all habitable structures adjacent to washes will be protected from flooding and erosion.

The proposed use will generate a very low volume of traffic and will not create a hazard occasioned by unusual volume or character of traffic. Oracle Road, which provides access to

this development carries a high volume of average daily traffic. The anticipated volume of traffic generated by this development is minute compared to the volume of traffic on Oracle Road and will not have a noticeable impact on the surrounding roadway network. Trash collection and delivery vehicles may have difficulty maneuvering through the parking lot as proposed. A condition has been added in Attachment 1 to address this issue.

PUBLIC PARTICIPATION:

Summary of Public Notice

Notice to the public was provided consistent with Town-adopted noticing procedures, which includes the following:

- Letter to all property owners within 600 feet
- Posting at Town Hall
- All registered HOAs

Neighborhood Meetings

A neighborhood meeting was held on December 18, 2013 with approximately 3 residents and interested parties in attendance. Notable discussion topics included neighborhood buffers, traffic, building height, hours of operation and potential nuisances. A copy of the neighborhood meeting summary has been included as Attachment 5.

Staff has received one (1) email in support of the project which has been included as Attachment 6.

RECOMMENDATION:

Based on the following findings:

- The proposed use will not be materially detrimental to the public health, safety or welfare and is consistent with the Conditional Use Permit Review Criteria.
- The proposed use will serve as an appropriate land use buffer between the more intensive uses to the north and west, and the less intensive uses to the south and east.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend approval to the Town Council of the requested Conditional Use Permit OV814-001, subject to the conditions on Attachment 1.

SUGGESTED MOTIONS:

I move to recommend approval of the Conditional Use Permit for the Tucson Koi & Water Gardens, based on the findings that the proposed is consistent with the Conditional Use Permit Review Criteria.

OR

I move to recommend denial of the Conditional Use Permit for the Tucson Koi & Water Gardens finding that _____.

ATTACHMENTS:

1. Conditions of Approval
2. Applicant's Proposal
3. General Plan Land Use Map
4. Zoning Map
5. Neighborhood Meeting Summary
6. Resident Communication

Bayer Vella, Interim Planning Manager

**Attachment 4
Planning and Zoning Commission Minutes
Tucson Koi & Water Gardens
Conditional Use Permit
OV814-001
September 3, 2014, Town Council**

**MINUTES
ORO VALLEY PLANNING AND ZONING COMMISSION
REGULAR SESSION
July 1, 2014
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

[PLANNING & ZONING COMMISSION PACKET 07-01-2014](#)

[CALL TO ORDER AT OR AFTER 6:00 PM](#)

Chairman Cox called the meeting to order at 6:00 PM

[ROLL CALL](#)

PRESENT:

Don Cox, Chairman
John Buette, Vice-Chairman
Bill Leedy, Commissioner
Tom Drazazgowski, Commissioner
Greg Hitt, Commissioner
Bill Rodman, Commissioner
Frank Pitts, Commissioner

Commissioner Frank Pitts attended by phone.

ALSO PRESENT: Councilmember Hornat

3. [PUBLIC HEARING: TUCSON KOI AND WATER GARDEN CONDITIONAL USE PERMIT FOR A RETAIL PLANT NURSERY, SHOWROOM AND SALES AREA ON 2.8 ACRES LOCATED ON THE EAST SIDE OF ORACLE ROAD, APPROXIMATELY 1/4 MILE SOUTH OF MAGEE ROAD, OV814-001](#)

[OV814-001 TUCSON KOI AND WATER GARDEN CONDITIONAL USE PERMIT STAFF REPORT](#)

[ATTACHMENT 1 - CONDITONS OF APPROVAL](#)

[ATTACHMENT 2 - CONDITIONAL USE PERMIT SITE ANALYSIS](#)

[ATTACHMENT 3 - GENERAL PLAN LAND USE MAP](#)

[ATTACHMENT 4 - ZONING MAP](#)

[ATTACHMENT 5 - NEIGHBORHOOD MEETING SUMMARY](#)

[ATTACHMENT 6 - RESIDENT COMMUNICATION](#)

Chad Daines, Principal Planner, presented the following:

- Request
- Vicinity
- Conditional Use Permit Review Criteria
- Neighborhood Meeting/Public Input
- Summary & Recommendation

Paul Oland, WLB, representing the property owner and applicant, presented to the Commission on the proposed use.

Chairman Cox opened the Public Hearing.

Bill Adler, Oro Valley resident, commented that the criteria for the Conditional Use Permit does not include water conservation. Unless the Town officials including the Commission don't take water seriously, where is it going to start? This deserves a condition because they are displaying a pond which encourages the use of water.

Don Bristow, Oro Valley resident, commented that he had no objections to the business, but felt the light for the sign should be included in the total lumens for the site.

Dave Perry, Oro Valley resident and President and CEO of the Greater Oro Valley Chamber of Commerce, commented that this is a good business proposal and should be supported by the Planning Commission. He is pleased to hear that the business will be selling rain harvesting products and encourages the business to emphasize their rain harvesting product moving forward. He shares Mr. Adler's concern about water conservation. If government is serious about water conservation it should invest more resources in water auditing on individual properties and try to do a better job educating people about the amount of water they really need to use to have a nice looking front yard. We have a pedestrian traffic on Oracle Road from Ina to Sulfock, he believes it's not up to individual businesses to try and solve this problem it's a collective issue for our community.

Chairman Cox closed the Public Hearing.

MOTION: A motion was made by Vice-Chairman Buette and seconded by Commissioner

Rodman to Recommend Approval of the Conditional Use Permit for the Tucson Koi & Water Gardens, based on the findings that the proposed is consistent with the Conditional Use Permit Review Criteria.

Attachment 1 Conditions of Approval Tucson Koi and Water Gardens Conditional Use Permit OV814-001 July 1, 2014, Planning and Zoning Commission
Engineering

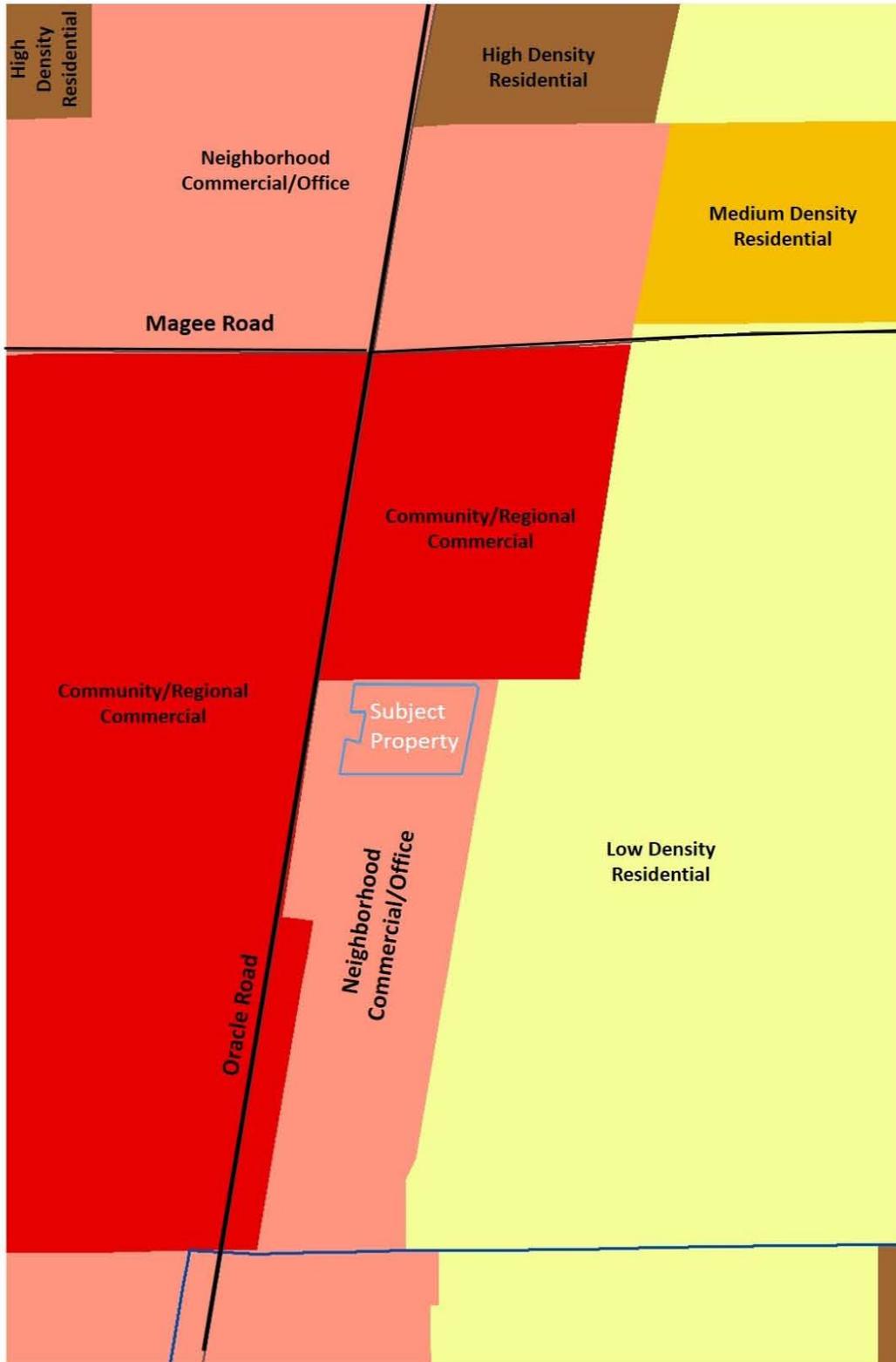
1. Show that sufficient room is provided for delivery vehicle and trash collection vehicle maneuverability within the revised parking layout. Specifically, demonstrate that the vehicles can turn around and will not be required to back out of the parking lot to Oracle Road.

MOTION carried, 7-0.

[ADJOURNMENT](#)

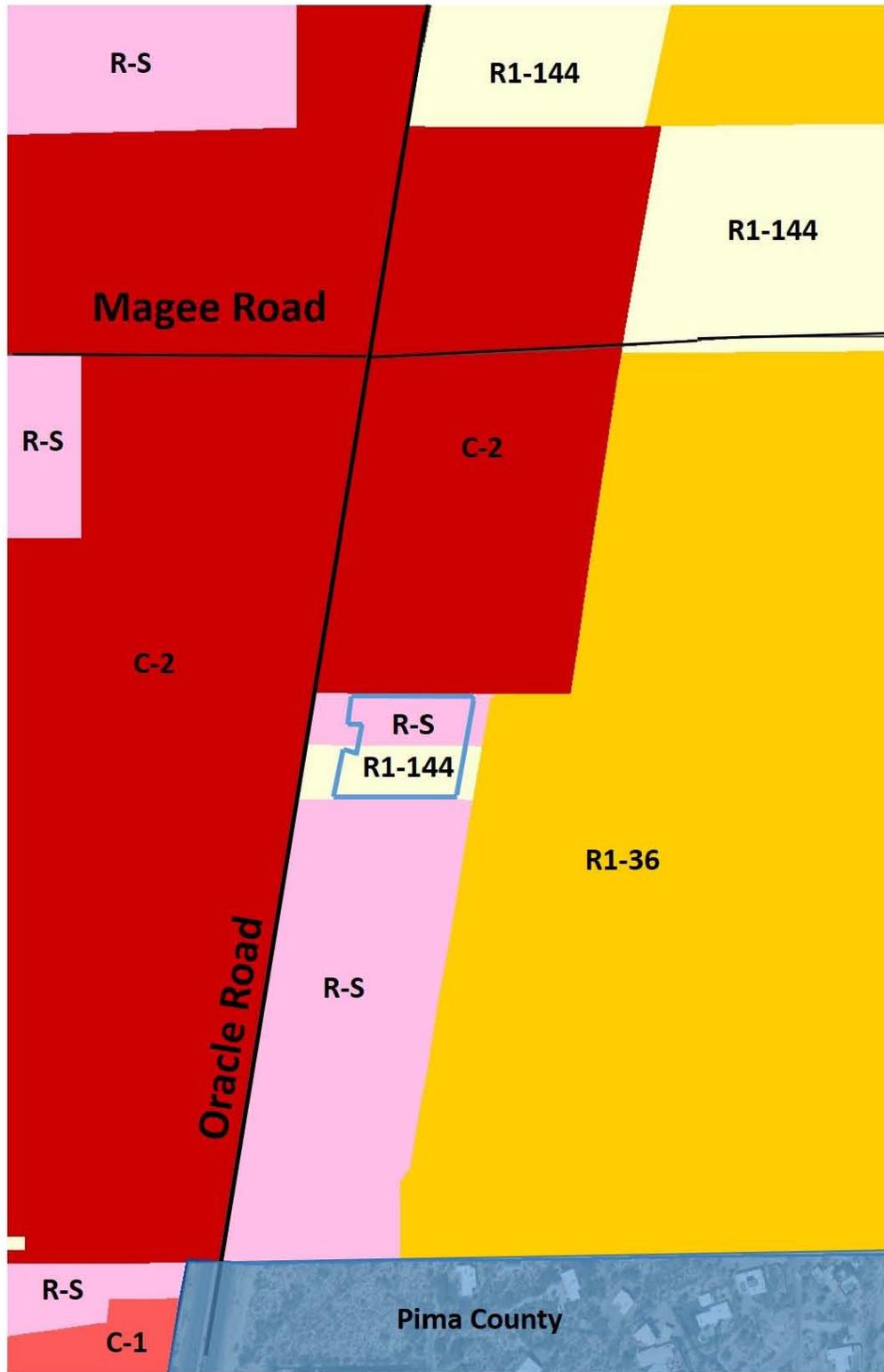
MOTION: A motion was made by Commissioner Leedy and seconded by Commissioner Pitts to adjourn the Planning and Zoning Commission meeting at 8:48 P.M.

MOTION carried, 7-0.



GENERAL PLAN MAP

TUCSON KOI & WATER GARDENS (OV814-001)



ZONING PLAN MAP

TUCSON KOI & WATER GARDENS (OV814-001)

**Attachment 7
Neighborhood Meeting Summary
Tucson Koi and Water Gardens
Conditional Use Permit
OV814-001
September 3, 2014, Town Council**

Tucson Koi and Water Garden
Neighborhood Meeting
December 18, 2013

Approximately three neighbors and interested parties were in attendance.

Planning Manager David Williams facilitated the event that included a brief presentation by Town staff discussing the Rezoning and Conditional Use Permit process, followed by a presentation by the applicant. A question and answer session followed the applicant's presentation, which is outline below.

Issues discussed included

Trash truck noise and hours
Truck noise, no heavy equipment
Hours of operation
Screening, buffer yards
Water Conservation
Storage of plant material, mulch, etc.
Mosquitos
Sale of cactus vs. higher water use plants
Consistency with the neighborhood commercial zoning designation
Lighting impacts
Dust impacts
Safety of koi ponds
Neighborhood bobcats
Access/modifications to driveway
Traffic Impact Analysis/ADOT requirements
No alley access
Will water features reduce road noise?

Planning Manager David Williams closed the question and answer session and thanked everyone for their time and comments. This concluded the neighborhood meeting.

**Attachment 8
Resident Comment
Tucson Koi and Water Gardens
Conditional Use Permit
OV814-001
September 3, 2014, Town Council**

From: BrianDavies1@aol.com [mailto: [Briandavies1@wol.com](mailto:BrianDavies1@wol.com)]

Sent: Sunday, December 22, 2013 8:22 PM

To: Michels, Matthew

Subject: Tucson Koi & Water Gardens Oracle Rd.

Matt,

Although I could not attend the Dec 18th meeting regarding the Tucson Koi & Water Gardens project on N Oracle Rd, I just wanted to offer support for the project.

As the owner of the due South property 7780/7790 N Oracle –Newport Properties L.L.C. (Pella Building), I believe that the project will add to the neighborhood in significant ways.

I do have a few concerns with our limited views of the Push ridge scenic area, but I believe with the proposed single level structures and parking lot arrangements, there will be no problem.

Also, I realize we would have an easement with connecting parking roadways on the front North portion of our lot. That makes sense, as Oracle Road is a heavy traffic area.

There is also the question as to the water hookup that (as the first property to significantly develop in that area) we had to pay quite heavily for, as we added the Eastern development on our property. Hopefully we can share that expense as you tie into it.

Anyway, I offer a more immediate way to contact us, if you have concerns.

Good luck and please keep us posted.

Best,

Brian

R.Brian Davies/Jana Davies
Newport Properties
BrianDavies1@aol.com
349-9497 cell



Town Council Regular Session

Item # **5.**

Meeting Date: 09/03/2014
Requested by: Bayer Vella
Submitted By: Michael Spaeth, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING: REQUEST FOR A REVISION TO AN APPROVED TENTATIVE DEVELOPMENT PLAN ASSOCIATED WITH A REZONING FROM R1-144 TO R1-10, FOR A 120-LOT SINGLE-FAMILY DEVELOPMENT ON APPROXIMATELY 45 ACRES LOCATED EAST OF IRONWOOD RIDGE HIGH SCHOOL, ON THE SOUTH SIDE OF NARANJA DRIVE AND A REQUEST TO UTILIZE THE MODIFIED REVIEW PROCESS ENABLED BY THE ENVIRONMENTALLY SENSITIVE LANDS (ESL) SECTION OF THE ZONING CODE

RECOMMENDATION:

Staff recommends approval of the revision to the approved Tentative Development Plan for the Kai Naranja Development and use of the modified review process.

EXECUTIVE SUMMARY:

The applicant requested and was granted the use of the modified review process by Town Council in July 2014. The modified use review process stipulates "conformance" to the approved Tentative Development Plan. As the design of the subdivision was refined, several minor adjustments (see Attachment #3) were required to accommodate utility placement. In order to maintain the ability to use the modified review process, the applicant is requesting minor revisions to the approved Tentative Development Plan.

BACKGROUND OR DETAILED INFORMATION:

The applicant requested and was granted a rezoning from R1-144 to R1-10 in April 2014. The approved Tentative Development Plan is provided as Attachment 1. In July 2014, Town Council approved the use of the modified review process enabled by the Environmentally Sensitive Lands (ESL) section of the Zoning Code.

The modified review process requires the applicant to conform with the design of the approved Tentative Development Plan. In refining the design of the project, several minor adjustments to the approved lot configuration were necessitated to accommodate utility placement on the site and adjacent property. The revised Tentative Development Plan, included as Attachment 2 and Attachment 3, does not increase the number of lots and maintains the integrity of the original design.

Current Site Conditions

- Vacant Property

Approvals-to-date

- April 2, 2014: Town Council approved a rezoning from R1-144 to R1-10 for the subject property.

- July 2, 2014: Town Council approved the use of the modified review process for the subject property.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the proposed revisions to the approved Tentative Development Plan and use of the modified review process for the Kai Naranja Development, finding that the revisions are consistent with the design and integrity of the original Tentative Development Plan.

OR

I MOVE to deny the proposed revision to the approved Tentative Development Plan and use of the modified review process for the Kai Naranja Development.

Attachments

ATTACHMENT 1 - APPROVED TENTATIVE DEVELOPMENT PLAN

ATTACHMENT 2 - REVISED TENTATIVE DEVELOPMENT PLAN NARRATIVE

ATTACHMENT 3 - REVISED TENTATIVE DEVELOPMENT PLAN

NARANJA DR.

LA CHOLLA BLVD.

Poppy Trail Alignment

Proposed Neighborhood Trail Alignment

CASAS CHURCH

IRONWOOD RIDGE HIGH SCHOOL

PLAN SUMMARY

Property Area = 49 ± Acres
 Open Space = 37% ±
 Total Lots = 120:
 ● 42 (70' x 120')
 ● 78 (56' x 120')

**EXHIBIT P:
TENTATIVE SITE PLAN**

WLB

April 2014
WLB No. 11-000-0001





August 4, 2014

Engineering • Planning
Surveying • Urban Design
Landscape Architecture

Bayer Vella
Town of Oro Valley
11000 N. La Canada Drive
Oro Valley AZ 85737

**Re: Meritage on Naranja (Kai Naranja TDP)
Rezoning
OV913-002
WLB. No. 110028-B001-0104**

Dear Bayer,

The Tentative Development Plan presented during the rezoning of the Meritage on Naranja project showed an appropriate and typical level of detail for a rezoning since detailed engineering design doesn't occur until later in the development approval process. As we began Final Site Plan level engineering we determined that two sewer corridors should be located in the northern portion of the property: One for an existing sewer line, and one for a future sewer line that isn't needed for this project, but nevertheless should be provided since it would benefit an upstream property. Providing these two sewer corridors necessitated three insignificant modifications to the site plan that was approved during the rezoning, as shown on the attached exhibit. None of these adjustments have any impact on surrounding property owners. We understand that the Code gives Town staff very little flexibility to allow this sort of minor adjustments during post-rezoning design phases even though that's usually when the need for these sorts of adjustments is realized. Since this is one of the first projects to develop according to one of ESLO's "incentive" options, we applaud Town staff for seeking Council's guidance about what magnitude of minor plan adjustments ought to be administratively allowable. We hope Council will concur with our assessment that these revisions are insignificant, and that they follow the intent of the Council-approved rezoning. We also hope that Council will take this opportunity to confirm Town staff's authority to exercise prudent judgment on a case-by-case basis, and allow or disallow requests such as these in the future.

If you have any questions or require additional information, please give me a call at 390-1086.

Sincerely,

THE WLB GROUP, INC.

For

Paul Oland
Senior Project Manager

NARANJA DR.

Lots Shifted to Accomodate Existing Sewer from North

Lots Shifted to Accomodate New Sewer from North

Poppy Trail Alignment

Proposed Neighborhood Trail Alignment

IRONWOOD RIDGE HIGH SCHOOL

Area Reconfigured to Gain 1 Lot Lost Due to Sewer Changes

LA CHOLLA BLVD.



CASAS CHURCH

PLAN SUMMARY
 Property Area = 49 ± Acres
 Open Space = 37% ±
 Total Lots = 120:
 ● 47 (70' x 120')
 ● 72 (55' x 120')



Town Council Regular Session

Item # 6.

Meeting Date: 09/03/2014
Requested by: Councilmember Zinkin & Councilmember Garner
Submitted By: Mike Standish, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE ADOPTION OF A TOWN COUNCIL CODE OF ETHICS

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Councilmember Zinkin and Councilmember Garner have requested that this item be placed on the agenda.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to _____.

Attachments

Town Council Code of Ethics

It is the policy of the Town of Oro Valley to uphold, promote and demand the highest standards of ethics from its Mayor and City Council. The Mayor and the Town Council shall maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, comply with all applicable laws and never use their city position or powers improperly or for personal gain. By operating with these values, the Town shall build, maintain, and enhance the trust of the public, staff and fellow Council Members. This Code of Ethics has been created to ensure that all elected officials have clear guidance for carrying out their responsibilities.

(b) All Council Members shall obey and observe the letter and spirit of the constitution and laws of the United States of America, the constitution and laws of the State of Arizona, and the code, laws and policies of the Town of Oro Valley applicable to Council Members, including the City's Code of Ethics.

(c) As a prerequisite for exercising any power of office, each Council Member shall be required to read and agree in writing to comply with the provisions of these laws, regulations, policies and this Ethics Code.

SEC. _____ Definitions

For the purposes of interpretation of this Article, the following words and phrases shall mean:

(a) City Official - the Mayor and members of the City Council.

(b) Ethics Code - the provisions set forth in this Article VIII.

Except as otherwise provided herein, the words, terms, and phrases used in this Article shall have the meanings ascribed to them in Title 38 of the Arizona Revised Statutes and the City Code, except where the context clearly indicates a different meaning.

SEC. _____ Code of Ethical Conduct

(a) Operate in an Open, Accessible, and Transparent Manner and Adhere to All Applicable Laws At All Times

(1) The citizens of Oro Valley expect and deserve open government. Council Members shall comply with all open meetings and public records laws as set forth in A.R.S. §§ 38-431 through 431.09 and §§ 39-121 through 121.03.

(2) Council Members shall conduct city business with transparency, seeking public input as advisable or appropriate, in a manner that fully adheres to and preferably exceeds state law regarding open meetings and transparency of actions and shall not circumvent the open meeting law, or the spirit of the law, by using technology, a "hub and spoke" scheme, or any technique involving less than a quorum yet designed to communicate with a quorum of the public body.

(3) Council Members shall be accessible, open and conduct city business with transparency.

(b) Conflicts of Interest

(1) Council Members shall not be involved in any activity which creates a conflict of interest with their responsibilities to the Town and its residents as defined by Arizona law.

(2) Council Members shall disclose and make known actual or perceived conflicts of interest as required by Arizona law.

(3) When a known conflict of interest arises, the Council Member involved shall disclose the conflict as soon as reasonably practical and shall refrain from participating in any manner in the city's decision-making processes on the matter as a Council Member including voting on the matter or attending meetings with, having written or verbal communications with, or offering advice to any member of the Town Council, or any city employee, contractor, agent, member of a city board, commission, committee, task force, other appointed advisory group or agency (other than the town attorney when the Council Member seeking legal advice regarding a possible conflict).

(4) During a public meeting when an agenda item in which a Council Member has a conflict of interest comes up for consideration, the Council Member shall state publicly that he or she has a conflict, recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

(c) Serve Public Interests over a Council Members Personal Interests

(1) Council Members have the obligation to put the interests of the Town of Oro Valley over all personal considerations.

(2) The goal should be to balance what is in the best interest for the broadest public good of the Town, consistent with constitutional and other legal protection for minority, property and other interests.

(3) Council Members shall use discretionary funds and Town resources for public interest rather than personal interests.

(4) Council Members shall avoid favoritism and retribution.

(d) Undue Influence and Appearance of Impropriety

(1) No Council Member shall use or attempt to use his or her official position to influence Council decisions or Town staff actions in favor of individuals, organizations or companies that may directly benefit the individual Council Member.

(2) Ask "Does this pass the headline test?"

(3) Council Members shall follow applicable gift policies and laws regarding disclosure and acceptance of gifts, including, but not limited to, gifts of travel, entertainment and sports/athletic activities and events.

(4) No Council Member shall use or attempt to use his or her personal relationships with staff, businesses or others for inappropriate or personal benefit.

(5) Council Members shall avoid the appearance or reality of monetary gain or "quid pro quo".

(6) No Council Member shall use or attempt to use his or her official position to gain personal, professional, or financial advantage for the individual Town Official or his or her direct family member. (As "direct family member" is defined in the Town Code.)

(e) Professionalism and Courtesy

(1) During meetings and all public appearances, Council Members shall treat each other, speakers, invited guests, residents, businesses, staff and general public with professionalism, courtesy, respect and dignity, and shall:

- Be attentive, respectful and polite
- Avoid personal disparaging comments or references
- Focus on the action, not the individual
- Respect differences
- Be cognizant of demeanor and appearance
- Be respectful of schedules and agendas and responsive to all communications
- Be on time, prepared and ready to execute the duties and tasks of the position
- Avoid inappropriate actions and behavior that could reflect poorly upon the Town or fellow Council Members

(2) At the Town workplace, at any Town event and at all times while representing the Town, including traveling on Town business, Council Members shall treat each other, staff and the general public with professionalism, courtesy, respect and dignity, and shall:

- Respect and embrace the Golden Rule (treat others as you would like to be treated)
- Be sensitive to differences in race, age, gender, disabilities, religious beliefs, political affiliation and national origin
- Strive to create an environment that is productive and free from gossip, rumors, intimidation, harassment, threats, retaliation, violence, hostility, and other adversity
- Avoid behavior and comments considered unacceptable in the workplace, such as inappropriate and demeaning comments, stories, humor and jokes
- Avoid sexual harassment, such as sexual conversations, sexual innuendos, and other comments that may be perceived as sexual in nature
- Keep personal and professional relationships separate

(f) Respect and Abide by the Council-Manager Form of Government

(1) Under the council-manager form of government, the Town Council appoints a Town Manager, who directs the day-to-day operations of all employees. Town Officials should be sensitive to the role of the Town Manager and shall not circumvent the appropriate chain of command by directing Town staff.

(2) Council Members shall not interfere with the hiring, promotion, transfer, discipline, compensation or termination of any employee, other than those positions identified in the Town Code that serve at the pleasure of the Town Council.

(3) Council Members shall not interfere with or exert influence over the Town's procurement process, except in an official capacity acting as Council as a whole.

(g) Use of Town Equipment, Property and Resources

(1) Council Members shall adhere to Town rules and policies on the use of Town property, Town logo, and Town letterhead or other approved Town communication tools, materials or publications.

(2) Council Members shall use Town issued equipment in accordance with Town policies and shall not use Town equipment or facilities for private purposes, unless such use is generally available to the public.

(3) Any personal emails, faxes or use of other communications generated by the use of Town equipment should be considered public information. As such, Council Members shall use Town-assigned electronic mail accounts for Town business only and not for personal business or for campaign purposes.

(4) Council Members shall not disclose or use executive session information or other information deemed confidential under state law without proper authorization.

(h) Communications

(1) Council Members are never "off the record" and should be mindful of communication actions that create a public record.

(2) Council Members shall qualify public comments as either the official position of Council or as a personal opinion and clarify whether Council has or has not

acted on the topic (i.e., state “Council hasn’t voted on this matter yet, however, I believe we should go in direction xyz”).

(3) Council Members shall not make public statements or take individual actions on behalf of Council unless expressly authorized by Council.

(4) Council Members shall use all communication platforms to constructively benefit the Town.

(5) Council Members shall communicate to fellow Council Members, the Town Manager and/or the Town Attorney any information that could negatively affect the operation or image of the Town Council or the Town to avoid a situation where such information is first learned from the media or outside sources.

(6) When appropriate or advisable, Council Members should notify appropriate Town staff regarding all media contacts.

SEC. 2-134. Reporting Ethics Violations

Council Members have a duty to report violations of the Code of Ethics or any misconduct that raises a substantial question as to a Member’s integrity or fitness as a public official. Council shall serve as a committee of the whole for purposes of Code of Ethics enforcement, which includes a reasonable process for investigating complaints that affords the subject of a complaint a full and fair opportunity to be heard. The Town benefits from formal and informal reporting procedures that encourage prompt resolution of grievances and concerns.

(a) Informal Reporting Procedures

Before initiating the formal complaint process, a grievant should make every reasonable effort to resolve issues constructively in an informal manner, unless such efforts would be futile or inadequate to address the nature and severity of the alleged violation.

(1) Whenever possible, a grievant should first discuss concerns with the alleged violator.

(2) Either party may request the assistance of a neutral third-party to facilitate discussions about the complaint. Both parties must agree to use the neutral third-party.

(b) Formal Reporting Procedures

A grievant may initiate the formal complaint process when informal efforts are futile, unsuccessful, or inadequate to address the nature and severity of the alleged violation. A person who knowingly makes a false, misleading, or unsubstantiated statement in a complaint may be subject to criminal prosecution for perjury and civil liability.

(1) The grievant shall inform the alleged violator of the intent to initiate the formal complaint process.

(2) The grievant shall submit a formal complaint to the Town Manager and Town Attorney within ninety (90) days from the date the grievant first became aware of the alleged violation or within one (1) year from the date of the alleged violation.

(3) The complaint shall provide:

i. The name of the grievant;

ii. The name of the alleged violator;

iii. The nature of the alleged violation, including the specific provision of the Code of Ethics or law allegedly violated;

iv. A statement of facts describing relevant conduct and dates;

v. Copies of relevant documents or materials and/or a list of unavailable, relevant documents or materials;

vi. A list of relevant witnesses; and

vii. An affidavit stating that the information contained in the complaint is true and correct, and stating the grievant has good reason to believe and does believe that the facts alleged constitute a violation of the Code of Ethics.

(4) The Town Manager and Town Attorney or designee shall gather relevant facts, documents, witness statements, interview the alleged violator, and gather other information relevant to the complaint.

(5) The Town Attorney or designee shall prepare a recommendation to Council.

(6) The complaint and recommendation shall be submitted to the entire Council for review at a duly convened executive session. All laws pertaining to executive sessions shall apply, including the right of the alleged violator to an open hearing.

i. Council shall review the complaint and recommendation, and consult with the Town Attorney or designee to determine whether there is reasonable cause to believe a violation occurred and whether sanctions are warranted

ii. If there is reasonable cause to believe a violation occurred, the matter may be placed on a Regular Council Meeting agenda for action.

(A) A 2/3 vote of the Council (of the Members Present) at a Regular Council Meeting shall be required for a determination that a violation of the Code of Ethics has occurred.

(B) A 2/3 vote of the Council (of the Members Present) at a Regular Council Meeting shall be required for sanctions.

SEC. 2-135. Sanctions

Any Council Member found in violation of this Code of Ethics may face the following sanctions:

(a) Warning

(b) Letter of reprimand

(c) Public censure by the Council, which may include:

(1) Loss of assignments;

(2) Loss of power to appoint members to Town Boards, Commissions and Committees;

(3) Loss of Council discretionary funds;

(4) Loss of City-related travel privileges;

(d) A demand for non-monetary restitution (e.g., a public apology, the return of gifts); and/or

(e) A demand for reimbursement of administrative, legal, and/or investigation costs and expenses incurred in investigating and prosecuting the violation of the Code of Ethics.

Serious infractions of the Code of Ethics or other intentional and repeated conduct in violation of this Article VIII may result in other sanctions as deemed appropriate by Council. Violations of state law provisions described herein shall be punished as provided for in state law. The language used in imposing sanctions will be consistent and follow a specific format as established by the Council.

Secs. ____ Reserved.

ETHICS CODE ACKNOWLEDGEMENT AND AGREEMENT

(c) As a prerequisite for exercising any power of office, each city official is required to read and agree in writing to comply with the provisions of these laws, regulations policies and this ethics code.

By my signature below, I _____ acknowledge and agree that I have been provided with a copy of the Town of Oro Valley Ordinance ____

By my signature below, I acknowledge that I have read and understand the Ethics Code. I agree that I will comply with the constitution and laws of the United States of America, the constitution and laws of the State of Arizona, and the code, laws, regulations and policies of the Town of Oro Valley including the Ethics Code.

Signature Elected/appointed position

Printed Name Date

ATTACHMENT A

EXPECTED BEHAVIOR

What happens in the past, needs to stay in the past. From today on, I agree to move forward with my peers for the good of the Town's future.

I will develop a personal understanding of my peer's individual long range agenda.

If I want to know something of my peers, I will ask them.

If I have a problem with a peer, I will talk directly with that peer and do everything possible to come to a mutual understanding.

Before speaking or acting, I will check my assumptions. I will determine what collateral effect my words or actions might have on my working relationships.

In return for my commitment to this Code, I expect my peers to reciprocate as follows:

If you have concerns that involve me, I expect a communication as soon as possible. Likewise, if I have concerns about my peers I will communicate them immediately with the individual peer.

I will keep any comments focused on the issue and not toward any peers.

If I am approached by a member of the media about a comment regarding a peer, I will direct them to that member.

I will not surprise you, and expect that if you know something that will have an affect on me, you will reciprocate.

I will not sit passively at misquotes. If a comment is not accurate, and is attributed to a peer, I have the responsibility to correct it.

I will not say anything negative about a peer behind his/her back.