

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 7, 2015
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION - Pursuant to A.R.S. Section 38-431.03 (A) (7), discussion regarding the purchase or lease of real property near the area of Magee and Oracle Roads

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. Letter of Appreciation - Finance
2. Letter of Appreciation - DIS

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

PRESENTATIONS

1. Presentation - Youth Art Program by the Arts and Culture Ambassadors
2. Presentation - Youth Advisory Council Update
3. Proclamation - Domestic Violence Awareness Month

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - September 16, 2015
- B. Fiscal Year 2015/16 Financial Update Through July 2015
- C. Resolution No. (R)15-60, approving an amended final plat for the relocation of the driveway access for lot 38 in Honey Bee Canyon Estates, located at 14009 N. Honey Bee Trail
- D. Resolution No. (R)15-61, authorizing and approving Grant Contract No. 2016-AL-021 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
- E. Resolution No. (R)15-62, authorizing and approving Grant Contract No. 2016-AL-066 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding DUI/Impaired Driving Enforcement-related equipment
- F. Resolution No. (R)15-63, authorizing and approving Grant Contract No. 2016-PT-067 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding of Selective Traffic Enforcement Program (STEP) equipment
- G. Resolution No. (R)15-64, authorizing and approving an easement granted by the Rancho Del Cobre Community Association to the Town of Oro Valley for the purpose of public non-motorized access through Rancho Del Cobre Common Area "E"

REGULAR AGENDA

1. RESOLUTION NO. (R)15-65, DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDED FINAL PLAT TO ADJUST THE "NO-BUILD" AREA ON STONE CANYON LOT 210, LOCATED IN STONE CANYON NEIGHBORHOOD II, NORTH OF TORTOLITA MOUNTAIN CIRCLE, APPROXIMATELY ONE-QUARTER MILE WEST OF RANCHO VISTOSO BOULEVARD
2. DISCUSSION REGARDING ORO VALLEY'S ASSURED WATER SUPPLY, FUTURE WATER DEMANDS AND RESOURCES TO MEET FUTURE GROWTH NEEDS INCLUDING CAP, RENEWABLE SUPPLIES AND RECHARGE
3. DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF TO RE-EVALUATE GOLF REVENUE PROJECTIONS BASED ON RECENTLY RELEASED HILTON NUMBERS

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: 9/30/15 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: 10/07/2015

Submitted By: Julie Bower, Town Clerk's Office

Information

Subject

Letter of Appreciation - Finance

Attachments

[Letter of Appreciation](#)

01-08, 9/10/2015

Oso Valley Town

Treasurer/Finance Director Stacey Lewis, CPA

We are putting aside from our family budget \$100.00 as a donation toward the new community center project under progress: El Conquistador Country Club and Golf course.

We intend to contribute toward this communal effort by saving out of the public budget about several thousands half cents transactions in tax collection.

In other words, our small donation turns out to be a joyful one when we know it represents 20000 half cents.

Please know that your effort and dedication for a better future not only inspire us but makes us very happy.

Have a wonderful day,
Cassino P. Sieny



Town Council Regular Session

Item # 2.

Meeting Date: 10/07/2015

Submitted By: Julie Bower, Town Clerk's Office

Information

Subject

Letter of Appreciation - DIS

Attachments

[Letter of Appreciation](#)

From: ells hanson

Date: September 17, 2015 at 3:43:36 AM MST

To: "Keesler, Paul" "O'Connor, Philip" "McGuire, Tim"

Subject: Appreciation of Oro Valley employees

I'm sending this email to say how pleased I've been with my interaction with OV employees Paul Keesler, Phillip O'Connor, Tim McGuire, and their staff. While I've worked with people in Police, Library, Attorney's Office, and the City Manager's office, all of those interactions have been positive; most of my time has been spent working with these three individuals, and the permit staff.

Paul, Phillip, and Tim have given me the best service I could ask for, and I am now a strong voice for the Town of Oro Valley. I live in the Highlands HOA, where many folks do not appreciate the service OV provides. Often they misrepresent the permit process. Now whenever I can I let people know how satisfying it is to work with the Town of Oro Valley employees. It's an uphill struggle, but I now stand up to those who misrepresent the permit process. Since I have gone through the permit, and inspection process, I have firsthand knowledge how the process really works, and it works very well. Armed with the facts, instead of opinions, I let people know how smooth my process went.

Ellsworth Hanson Oro Valley resident, and Highlands owner



Town Council Regular Session

Item # 1.

Meeting Date: 10/07/2015
Presentation of the Youth Art Program

Information

Subject

Presentation - Youth Art Program by the Arts and Culture Ambassadors

Summary



Town Council Regular Session

Item # 2.

Meeting Date: 10/07/2015
Presentation - Youth Advisory Council

Information

Subject
Presentation - Youth Advisory Council Update

Summary



Town Council Regular Session

Item # 3.

Meeting Date: 10/07/2015
Proclamation - Domestic Violence Awareness Month October 2015

Information

Subject

Proclamation - Domestic Violence Awareness Month

Summary

Attachments

Proclamation - Domestic Violence Awareness Month

Office of the Mayor
Oro Valley, Arizona
Proclamation

**DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2015**

WHEREAS, domestic violence is an epidemic affecting Americans in all communities, regardless of age, gender, economic status, race, religion, nationality, or educational background; and

WHEREAS, according to the Arizona Coalition to End Sexual & Domestic Violence, 1 in 4 women and 1 in 7 men has been a victim of severe physical domestic violence; and

WHEREAS, domestic violence can include the systemic use of physical, emotional, sexual, psychological, or economic control and abuse, and it violates a person's dignity and security. The effects of domestic violence are devastating and can leave lasting scars on the minds and bodies of victims; and

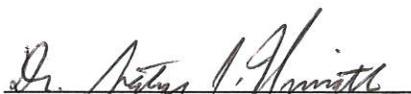
WHEREAS, ending violence in the home, at work, and in the community requires vigilance and dedication from every part of our society; and

WHEREAS, it is critical that those seeking help or services have access to proper care and treatment; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, do hereby proclaim October, 2015 as **DOMESTIC VIOLENCE AWARENESS MONTH** in the Town of Oro Valley.

Dated this 7th day of October, 2015


Dr. Satish I. Hiremath, Mayor



ATTEST:


Julie K. Bower, Town Clerk



Town Council Regular Session

Item # A.

Meeting Date: 10/07/2015

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

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - September 16, 2015

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 September 16, 2015 minutes.

Attachments

9/16/15 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
September 16, 2015
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 5:02 p.m.

ROLL CALL

PRESENT:

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

ABSENT:

Brendan Burns, Councilmember

EXECUTIVE SESSION - Pursuant to ARS 38-431.03 (A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding potential settlement discussions for Mora v. Town of Oro Valley

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Garner to go into Executive Session at 5:03 p.m. pursuant to A.R.S. 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding potential settlement discussions for Mora v. Town of Oro Valley.

MOTION carried, 6-0.

Mayor Hiremath said the following staff members would join Council in Executive Session: Town Manager Greg Caton, Town Attorneys Phyllis Smiley and Kelly Schwab, Legal Services Director Tobin Sidles and Deputy Town Clerk Michael Standish.

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
Brendan Burns, Councilmember
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Mike Zinkin, Councilmember

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

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

COUNCIL REPORTS and Spotlight on Youth

Mayor Hiremath recognized Josh Baca, Senior at Ironwood Ridge High School, for winning the Postal History Foundation 2015 Birthday Stamp contest. The stamp was available for purchase as custom, legal, U.S. postage. The stamp included many aspects of Tucson including landmarks such as San Xavier Mission, the city skyline as well as saguaros, monsoons, a train and the Arizona flag.

Councilmember Hornat attended the flag raising ceremony at the Community Center on September 11, 2015. The American Legion collected 412 American flags which would be disposed of properly by burning, as required by the U.S. Flag Code.

Councilmember Zinkin clarified that board and commission members were allowed to speak before the Town Council as long as they identified themselves as speaking as an individual and not as a member of a board or commission. The Town's Parliamentary Rules & Procedures and Code of Conduct stated that board and commission members were not allowed to speak before the Town Council if they disagreed with a Council decision.

Vice Mayor Waters reported on the work that had been completed at Steam Pump Ranch and discussed future improvements to the site.

Vice Mayor Waters said the dedication of the pump house was scheduled for Friday, September 18 at 9:00 a.m. at Steam Pump Ranch and encouraged everyone to attend.

Councilmember Snider reported on the various summer activities that were available to children at the Community Center which included swimming, tennis, golf, games, artwork, making friends and staying inside during the hottest parts of the day. 1,500 slots were made available for the week-long summer camps and all slots were filled.

Councilmember Snider said the outdoor movie nights held on the driving range at the Community Center were well attended and encouraged residents to attend.

A 5k walk/run event was scheduled for Sunday, September 20 at the Community Center called, "Run Fore Youth". The proceeds from the event would benefit the Town of Oro Valley's Round-Up for Youth Recreation Scholarship Program which helped economically disadvantaged children participate in recreational opportunities. Registration was at 6:30 a.m. and the 5k started at 7:30 a.m. The 100 meter kids' dash started at 9:00 a.m. Adults were \$25 pre-registered (\$30 event day) and kids 9 and under were \$10 and included a t-shirt.

Mayor Hiremath clarified that projections for the golf operations at the Community Center were on target for an anticipated \$1.5 million deficit, not \$2.4 million deficit.

Councilmember Snider recognized the following Painted Sky Elementary students who placed 4th worldwide at the Odyssey of the Mind team competition held in East Lansing Michigan. Odyssey of the Mind was an international educational program that provided creative problem-solving opportunities for students from kindergarten through college. Team members applied their creativity to solve problems that ranged from building mechanical devices to presenting their interpretation of literary classics.

Coaches Brianne Ronnie and Toby and Rebecca Ford spoke about their recent competition and said that their team had to create seven contraptions that were powered differently by rubber bands and each contraption had to perform a different task such as raise a flag or ring a bell. The following team members were recognized:

Connor Ford
Morgan Harper
Allee Noble
Alison Randall
Payton Rokop
Sarah Seifreid
Parker Young

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath said Regular Agenda item #2 would be continued to the November 18 regular Council agenda at the request of the applicant.

Mayor Hiremath removed Regular Agenda item #5 from the agenda per the request of Councilmember Zinkin.

INFORMATIONAL ITEMS

1. 2015 League of Arizona Cities and Towns Annual Conference
2. Letter of Appreciation - DIS

CALL TO AUDIENCE

Greg Patchen asked Councilmember Snider to share the information of the two property owners that were in favor of the Miller Ranch rezoning. Mr. Patchen said he reviewed the Community Center financial reports and said that if the Town used Troon's projections, the Town was then responsible for the projections.

Oro Valley resident Karen Stratman opposed the purchase of the Community Center and preferred that future decisions regarding the Community Center be voted on by the residents.

PRESENTATIONS

1. *Proclamation - Blue Ribbon Day

Mayor Hiremath proclaimed September 30, 2015 as Blue Ribbon Day and asked residents to tie a blue ribbon around their mailbox, front door, lamp post or a tree in their front yard to thank all of the men and women who provided public safety.

CONSENT AGENDA

Councilmember Zinkin requested to remove item (A) from the Consent Agenda for discussion.

- B. Appointment and reappointment to the Corrections Officers Retirement Plan (CORP) Local Board

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Garner to approve item (B).

MOTION carried, 7-0.

A. Minutes - September 2, 2015

Councilmember Zinkin requested to add additional information to the minutes to convey the attitude or emotion of discussions.

Town Clerk Julie Bower said the Town Council approved action minutes which was why discussion and emotion were not included in the minutes.

Councilmember Garner asked if summary minutes would be drafted if the Granicus recording failed.

Ms. Bower said summary minutes were required if the meeting failed to record.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to approve item (A).

MOTION carried, 7-0.

REGULAR AGENDA

1. PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 5 (GOVERNMENT) LIQUOR LICENSE FOR THE ORO VALLEY COMMUNITY & RECREATION CENTER, LOCATED AT 10555 N. LA CANADA DRIVE

Ms. Bower presented item #1.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to recommend approval of the issuance of a Series 5 liquor license to the Arizona Department of Liquor Licenses and Control for Matthew Hudson for the Oro Valley Community & Recreation Center located at 10555 N. La Canada Drive.

MOTION carried, 7-0.

2. ~~*PUBLIC HEARING: ORDINANCE NO. (O)15-07, REZONING 16.3 ACRES NEAR THE NORTHWEST CORNER OF LA CAÑADA DRIVE AND TANGERINE ROAD FROM R1-144 TO R1-7, AND APPROVING AN ENVIRONMENTALLY SENSITIVE LAND FLEXIBLE DESIGN OPTION FOR A MODIFIED REVIEW PROCESS~~

Regular Agenda item #2 was removed from the agenda on September 14, 2015.

3. CONSIDERATION OF WAIVING THE ATTORNEY/CLIENT PRIVILEGE FOR

THE LEGAL OPINION ON PROMOTION OF PRIVATE BUSINESS AT TOWN COUNCIL MEETINGS, AND DISCUSSION AND POSSIBLE DIRECTION REGARDING THE PROMOTION OF PRIVATE BUSINESS AT TOWN COUNCIL MEETINGS

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to waive the attorney-client privilege of the letter from Town Attorney Kelly Schwab dated July 23, 2015 regarding how the Town could help private businesses.

Discussion ensued amongst Council regarding the waiving of the attorney/client privilege.

MOTION failed, 3-4 with Mayor Hiremath, Vice Mayor Waters, Councilmember Hornat, and Councilmember Snider opposed.

Councilmember Zinkin presented item #3 and discussed creating a program where town staff would help businesses with social media, website development, logo/motto development, advertising, etc.

Councilmember Garner recommended expanding the Business Navigator program and market this function more prominently so new businesses could take advantage of the services offered.

Councilmember Garner asked for an update regarding the Town's marketing efforts for business owners.

Town Manager Greg Caton said the Town provided the Business Navigator and OV Dollars programs as helpful tools to promote and assist small businesses. The Economic Development staff members also met with new businesses to assist them and introduce them to the Greater Oro Valley Chamber of Commerce.

Discussion ensued amongst Council and staff regarding the promotion of private businesses.

The Town Council directed staff to enhance the visibility of veteran support and include a link to the Greater Oro Valley Chamber of Commerce on the town's website.

4. DISCUSSION AND POSSIBLE ACTION ON THE TRAFFIC ACCIDENT CLAIM OF MORA V. TOWN OF ORO VALLEY

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve the release of \$30,000 from the Town's contingency fund to pay the settlement offer to the plaintiff in the case of Mora v. Town of Oro Valley.

MOTION carried, 6-0 with Councilmember Burns abstaining.

5. DISCUSSION AND POSSIBLE DIRECTION REGARDING THE ABILITY OF BOARD AND COMMISSION MEMBERS TO SPEAK ON ITEMS BEING CONSIDERED BY COUNCIL AT COUNCIL MEETINGS

Item #5 was removed from the agenda per Councilmember Zinkin's request.

6. DISCUSSION AND POSSIBLE DIRECTION REGARDING ADA SELF-EVALUATION ASSESSMENTS FOR PUBLIC AND PRIVATE LOCATIONS

Councilmember Garner presented item #6.

Discussion ensued amongst Council and staff regarding ADA evaluation assessments of public and private facilities. Development and Infrastructure Services Director Paul Keesler said staff was continually working to ensure that all public facilities were ADA compliant.

Councilmember Garner requested a Council Report to include the Town's most recent ADA self-assessment.

7. **MOTION FOR RECONSIDERATION OF THE CONTINUANCE TO SEPTEMBER 16, 2015 OF ORDINANCE NO. (O)15-07, REZONING 16.3 ACRES NEAR THE NORTHWEST CORNER OF LA CANADA DRIVE AND TANGERINE ROAD FROM R1-144 TO R1-7, AND APPROVING AN ENVIRONMENTALLY SENSITIVE LAND FLEXIBLE DESIGN OPTION FOR A MODIFIED REVIEW PROCESS

Councilmember Garner presented item #7.

Discussion ensued amongst Council and staff regarding the motion for reconsideration.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to reconsider the continuance of the September 16, 2015 Ordinance No. (O)15-07, rezoning 16.3 acres near the northwest corner of La Canada Drive and Tangerine Road from R1-144 to R1-7, and approving an Environmentally Sensitive Land Flexible Design Option for a Modified Review Process.

MOTION carried, 6-1 with Mayor Hiremath opposed.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to adjourn the meeting at 7:53 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 16th day of September, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2015.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # **B.**

Meeting Date: 10/07/2015

Requested by: Stacey Lemos

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2015/16 Financial Update Through July 2015

RECOMMENDATION:

This item is for information only.

EXECUTIVE SUMMARY:

In the General Fund (see attachment A), revenues collected through July totaled \$2.4 million or 7.3% of the budget amount of \$32.2 million. Year-to-date expenditures through July totaled \$2.2 million or 6.8% of the budget amount of \$32.1 million.

In the Highway Fund (see attachment B), revenues collected through July totaled \$261,306 or 8.2% of the budget amount of \$3.2 million. Year-to-date expenditures through July totaled \$368,094 or 7.6% of the budget amount of \$4.9 million. It is important to note that the Highway Fund budget included the planned use of \$1.7 million in reserves, as all construction sales tax revenues are now fully accounted for in the General Fund.

In the Bed Tax Fund (see attachment C), revenues collected through July totaled \$73,129 or 7.7% of the budget amount of \$950,000. Year-to-date expenditures through July totaled \$245,779 or 22.6% of the budget amount of \$1,087,000. Please note that expenditures through July include the budgeted transfer of approximately \$230,000 to the Municipal Debt Service Fund for debt service due on the Aquatic Center bonds.

In the Community Center & Golf Fund (see attachments D-1, D-2 and D-3), revenues collected through July totaled \$351,418 or 4.7% of the budget amount of \$7.4 million. Year-to-date expenditures through July totaled \$617,285 or 7.5% of the budget amount of \$8.2 million.

BACKGROUND OR DETAILED INFORMATION:

GENERAL FUND

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

Revenues	\$32,162,264
<u>Less:</u>	
Expenditures	(\$32,038,642)
Est. Increase in Fund Balance	\$ 123,622

General Fund Revenues

- Local sales tax collections in the General Fund total \$1.1 million or 7.4% of the budget amount of \$15.4 million. Please see Attachment F for a monthly tracking of General Fund local sales tax collections, including construction and utility sales tax.
- License and permit revenues total \$132,430 or 7.5% of the budget amount of \$1.8 million.
- State shared revenues total \$801,408 or 7.7% of the budget amount of \$10.4 million.
- Charges for Services revenues total \$212,322 or 11.3% of the budget amount of \$1.9 million.

General Fund Expenditures

- Expenditures are estimated to come in under budget by approximately \$34,100 due to projected vacancy savings. Please note that vacancy savings are estimates and are subject to change.

HIGHWAY FUND

Highway Fund Revenues

- State shared highway user revenue funds (HURF) total \$240,648 or 8.1% of the budget amount of \$3.0 million.

Highway Fund Expenditures

- Expenditures are estimated to come in under budget by about \$14,300 or 0.3% due to projected vacancy savings. Please note that vacancy savings are estimates and are subject to change.

BED TAX FUND

Bed Tax Revenues

- Bed tax revenues total \$72,353 or 7.7% of the budget amount of \$945,000.

Bed Tax Fund Expenditures

- Expenditures are estimated to come in under budget by about \$5,600 or 0.5% due to projected vacancy savings. Please note that vacancy savings are estimates and are subject to change.

COMMUNITY CENTER & GOLF FUND

Community Center & Golf Fund Revenues

- Revenues in the Community Center & Golf Fund total \$351,418 or 4.7% of the budget amount of \$7.4 million. Contracted operating revenues from Troon total roughly \$179,000 and Town operating revenues total roughly \$43,000. Local sales tax revenues from the dedicated half-cent sales tax total \$130,032 or 6.5% of the budget amount of \$2,000,000.

Community Center & Golf Fund Expenditures

- Expenditures in the Community Center & Golf Fund total \$617,285 or 7.5% of the budget amount of \$8.2 million. Contracted operating expenditures from Troon total roughly \$582,000 and Town operating expenditures total roughly \$35,000. Capital outlay expenditures total \$673.
- Attachment D-1 shows the consolidated financial status of the Community Center and Golf Fund with all revenues and expenditures from Troon and Town-managed operations.

- Attachment D-2 shows the monthly line item detail for the Troon-managed operations, specifically revenues and expenditures associated with the golf, tennis, food and beverage and lifeguard operations. The totals in the revenue and expenditure categories in Attachment D-2 tie to the Contracted Operating Revenues and Expenditures in Attachment D-1.
- Attachment D-3 shows the revenues and expenditures for the Troon-managed food and beverage operations only.

Please see Attachments A, B and C for additional details on the General Fund, Highway Fund and Bed Tax Fund, respectively. See attachments D-1, D-2 and D-3 for additional details on the Community Center & Golf Fund. See Attachment E for a fiscal year-to-date consolidated summary of all Town funds. In addition, as noted earlier, Attachment F includes a breakdown of monthly local sales tax collections for the General Fund.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This item is for information only.

Attachments

Attachment A - General Fund

Attachment B - Highway Fund

Attachment C - Bed Tax Fund

Attachment D-1 CC & Golf Fund

Attachment D-2 Troon Cash Flow

Attachment D-3 Troon F&B

Attachment E - Summary All Funds

Attachment F - Gen Fund Local Sales Tax



General Fund

% Budget Completion through July --- 8.3%

REVENUES:

LOCAL SALES TAX
 LICENSES & PERMITS
 FEDERAL GRANTS
 STATE GRANTS
 STATE/COUNTY SHARED
 OTHER INTERGOVERNMENTAL
 CHARGES FOR SERVICES
 FINES
 INTEREST INCOME
 MISCELLANEOUS
 TRANSFERS IN
TOTAL REVENUES

Actuals thru 7/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
1,132,446	15,350,654	7.4%	15,350,654	0.0%
132,430	1,764,000	7.5%	1,764,000	0.0%
34,150	551,545	6.2%	551,545	0.0%
3,859	1,434,300	0.3%	1,434,300	0.0%
801,408	10,428,531	7.7%	10,428,531	0.0%
8,283	105,000	7.9%	105,000	0.0%
212,322	1,873,834	11.3%	1,873,834	0.0%
14,448	120,000	12.0%	120,000	0.0%
11,176	94,400	11.8%	94,400	0.0%
1,596	135,000	1.2%	135,000	0.0%
-	305,000	0.0%	305,000	0.0%
2,352,117	32,162,264	7.3%	32,162,264	0.0%

EXPENDITURES:

COUNCIL
 CLERK
 MANAGER
 HUMAN RESOURCES
 FINANCE
 INFORMATION TECHNOLOGY
 GENERAL ADMINISTRATION
 LEGAL
 COURT
 DEV & INFRASTRUCTURE SVCS
 PARKS & RECREATION
 POLICE
 TRANSFERS OUT
TOTAL EXPENDITURES

Actuals thru 7/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
64,276	211,995	30.3%	211,995	0.0%
25,128	407,900	6.2%	407,900	0.0%
54,144	769,521	7.0%	769,521	0.0%
21,902	366,775	6.0%	366,775	0.0%
52,089	779,760	6.7%	745,659	-4.4%
90,477	1,571,326	5.8%	1,571,326	0.0%
109,572	1,804,970	6.1%	1,804,970	0.0%
40,791	764,837	5.3%	764,837	0.0%
53,192	837,629	6.4%	837,629	0.0%
259,486	4,596,216	5.6%	4,596,216	0.0%
199,791	3,004,988	6.6%	3,004,988	0.0%
1,017,414	15,250,016	6.7%	15,250,016	0.0%
194,810	1,706,810	11.4%	1,706,810	0.0%
2,183,071	32,072,743	6.8%	32,038,642	-0.1%

SURPLUS / (DEFICIT)

169,046 89,521 123,622

BEGINNING FUND BALANCE **

10,151,872

Plus: Surplus / (Deficit)

123,622

ENDING FUND BALANCE **

10,275,494

* Year-end estimates are subject to further revision

** Beginning and ending fund balance amounts are estimates and are subject to further revision



Highway Fund

% Budget Completion through July --- 8.3%

REVENUES:

LICENSES & PERMITS
 STATE/COUNTY SHARED
 CHARGES FOR SERVICES
 INTEREST INCOME
 MISCELLANEOUS
TOTAL REVENUES

Actuals thru 7/2015	Budget	% Actuals to Budget
4,376	51,000	8.6%
240,648	2,985,464	8.1%
11,167	134,000	8.3%
3,773	22,400	16.8%
1,343	10,000	13.4%
261,306	3,202,864	8.2%

Year End Estimate *	YE % Variance to Budget
51,000	0.0%
2,985,464	0.0%
134,000	0.0%
22,400	0.0%
10,000	0.0%
3,202,864	0.0%

EXPENDITURES:

ADMINISTRATION
 TRANSPORTATION ENGINEERING
 PAVEMENT MANAGEMENT
 STREET MAINTENANCE
 TRAFFIC ENGINEERING
TOTAL EXPENDITURES

Actuals thru 7/2015	Budget	% Actuals to Budget
250,577	880,396	28.5%
38,373	561,772	6.8%
8,059	1,473,581	0.5%
43,443	1,159,510	3.7%
27,641	783,419	3.5%
368,094	4,858,678	7.6%

Year End Estimate *	YE % Variance to Budget
880,396	0.0%
561,772	0.0%
1,473,581	0.0%
1,145,256	-1.2%
783,419	0.0%
4,844,424	-0.3%

SURPLUS / (DEFICIT)

(106,788)

(1,655,814)

(1,641,560)

BEGINNING FUND BALANCE **

3,291,083

Plus: Surplus / (Deficit)

(1,641,560)

ENDING FUND BALANCE **

1,649,523

* Year-end estimates are subject to further revision

** Beginning and ending fund balance amounts are estimates and are subject to further revision



Bed Tax Fund

% Budget Completion through July --- 8.3%

REVENUES:

BED TAXES
 INTEREST INCOME
TOTAL REVENUES

Actuals thru 7/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
72,353	945,000	7.7%	945,000	0.0%
776	4,800	16.2%	4,800	0.0%
73,129	949,800	7.7%	949,800	0.0%

EXPENDITURES:

ECONOMIC DEVELOPMENT
 TRANSFERS OUT
TOTAL EXPENDITURES

Actuals thru 7/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
16,235	672,732	2.4%	667,104	-0.8%
229,544	414,544	55.4%	414,544	0.0%
245,779	1,087,276	22.6%	1,081,648	-0.5%

SURPLUS / (DEFICIT)

(172,650) (137,476) (131,848)

BEGINNING FUND BALANCE **

464,626

Plus: Surplus / (Deficit)

(131,848)

ENDING FUND BALANCE **

332,778

* Year-end estimates are subject to further revision

** Beginning and ending fund balance amounts are estimates and are subject to further revision



Community Center & Golf Fund

% Budget Completion through July --- 8.3%

REVENUES:

CONTRACTED OPERATING REVENUES

	Actuals thru 7/2015	Budget	% Actuals to Budget
Golf Revenues	43,250	1,771,106	2.4%
Member Dues (Golf)	65,377	1,370,867	4.8%
Tennis Revenues	24,923	279,837	8.9%
Food & Beverage	34,002	850,852	4.0%
Merchandise & Other	11,112	469,671	2.4%
	178,664	4,742,333	3.8%

TOWN OPERATING REVENUES

Daily Drop-Ins	1,690	27,550	6.1%
Member Dues	37,679	526,480	7.2%
Recreation Programs	3,353	84,000	4.0%
Tournaments	-	7,200	0.0%
Facility Rental Income	-	13,200	0.0%
	42,722	658,430	6.5%

OTHER REVENUES

Local Sales Tax	130,032	2,000,000	6.5%
	130,032	2,000,000	6.5%

TOTAL REVENUES

351,418 7,400,763 4.7%

Year End Estimate *	YE % Variance to Budget
1,771,106	0.0%
1,370,867	0.0%
279,837	0.0%
850,852	0.0%
469,671	0.0%
4,742,333	0.0%
27,550	0.0%
526,480	0.0%
84,000	0.0%
7,200	0.0%
13,200	0.0%
658,430	0.0%
2,000,000	0.0%
2,000,000	0.0%
7,400,763	0.0%

EXPENDITURES:

CONTRACTED OPERATING EXPENDITURES

Personnel	239,599	2,638,457	9.1%
Operations & Maintenance	342,192	3,622,219	9.4%
	581,791	6,260,676	9.3%

TOWN OPERATING EXPENDITURES

Personnel	34,246	462,517	7.4%
Operations & Maintenance	575	225,140	0.3%
	34,821	687,657	5.1%

CAPITAL OUTLAY

673 1,115,000 0.1%

TRANSFER TO GENERAL FUND

- 120,000 0.0%

TOTAL EXPENDITURES

617,285 8,183,333 7.5%

Year End Estimate *	YE % Variance to Budget
2,638,457	0.0%
3,622,219	0.0%
6,260,676	0.0%
462,517	0.0%
225,140	0.0%
687,657	0.0%
1,115,000	0.0%
120,000	0.0%
8,183,333	0.0%

SURPLUS / (DEFICIT)

(265,867) (782,570)

(782,570)

BEGINNING FUND BALANCE **

1,025,222

Plus: Surplus / (Deficit)

(782,570)

ENDING FUND BALANCE **

242,652

* Year-end estimates are subject to further revision

** Beginning and ending fund balance amounts are estimates and are subject to further revision

ATTACHMENT D-2

TROON El Conquistador Cash Flow Statement

	Actual Jul-15	Original Budget TOTAL
<i>Revenues:</i>		
Golf Fees, net of discounts	41,097	1,456,271
Member Golf Fees, net of discounts		180,000
Range, Rentals, Other Golf related	1,368	127,735
Golf Lessons	785	7,100
Total Member Dues	65,377	1,370,867
Swim/Tennis Revenues	24,923	279,837
Merchandise, net of discounts	11,112	469,671
Food and Beverage, net of discounts	34,002	850,852
Total Revenues	178,664	4,742,333
<i>Cost of Sales:</i>		
COS - Golf	-	17,690
COS - Golf Lessons	692	5,680
COS - Service Commissions	14,268	161,791
COS - Merchandise, net of discounts	9,877	299,527
COS - Food & Beverage	14,172	267,418
Total Cost of Sales	39,009	752,105
Gross Profit	139,655	3,990,228
<i>Operating Expenses:</i>		
Payroll	193,325	2,182,859
Employee Benefits	40,630	406,314
Employee Related	5,644	49,284
Professional Fees		3,975
Advertising & Marketing	5,213	77,768
Repair & Maintenance	53,817	488,050
Operating Expenses	27,627	413,791
Total Operating Expenses	326,256	3,622,041
Operating Profit	(186,601)	368,186
Leases - Carts	16,440	105,000
Leases - Equipment	19,605	228,000
Utilities	168,472	1,320,391
Fixed Operating Expenses	204,517	1,653,391
Gross Operating Profit	(391,118)	(1,285,205)
Insurance		85,520
Fees, Permits & Licenses	9	3,619
Base Management Fees	12,000	144,000
Total Other Expenses	12,009	233,139
Net Operating Income (Loss)	(403,127)	(1,518,343)

ATTACHMENT D-3

EL CONQUISTADOR INCOME STATEMENT CONSOLIDATED - RESTAURANT/GRILLE - JULY 2015

	ACTUAL MONTH	BUDGET MONTH	ACTUAL Y-T-D	BUDGET Y-T-D
FOOD & BEVERAGE REVENUE	34,002	32,622	34,002	32,622
TOTAL REVENUES	34,002	32,622	34,002	32,622
COST OF SALES	14,172	10,550	14,172	10,550
PAYROLL & BENEFITS	49,339	36,808	49,339	36,808
OPERATING EXPENSES	7,531	7,501	7,531	7,501
NET INCOME (LOSS)	(37,041)	(22,237)	(37,041)	(22,237)



Consolidated Year-to-Date Financial Report through July, 2015

Fund	FY 15/16 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 July 2015
General Fund - Unassigned	8,597,873	2,352,117	-	2,352,117	194,810	1,623,506	364,755	-	-	-	2,183,071	8,766,919
General Fund - Assigned	1,553,999										-	1,553,999
Highway Fund - Restricted	3,291,083	261,306	-	261,306	228,366	130,003	9,725	-	-	-	368,094	3,184,295
Seizure & Forfeiture - State	224,020	2,224	-	2,224	-	7,843	-	-	-	-	7,843	218,401
Seizure & Forfeiture - Justice	11,932	62	-	62	-	8,349	-	-	-	-	8,349	3,645
Bed Tax Fund - Committed	464,626	73,129	-	73,129	229,544	13,379	2,856	-	-	-	245,779	291,976
Impound Fee Fund	28,435	4,500	-	4,500	-	2,101	-	-	-	-	2,101	30,834
Community Center & Golf Fund	1,025,222	351,418	-	351,418	-	34,246	582,366	673	-	-	617,285	759,355
Municipal Debt Service Fund	166,798	35,063	655,750	690,813	-	-	1,800	-	-	711,153	712,953	144,658
Oracle Road Debt Service Fund	1,946	-	-	-	-	-	-	-	-	-	-	1,946
Alternative Water Resources Dev Impact Fee Fund	4,021,793	55,926	-	55,926	-	-	-	-	-	-	-	4,077,719
Potable Water System Dev Impact Fee Fund	4,800,153	29,802	-	29,802	-	-	-	-	-	-	-	4,829,955
Townwide Roadway Development Impact Fee Fund	2,677,852	25,934	-	25,934	-	-	-	47	-	-	47	2,703,739
Parks & Recreation Impact Fee Fund	136,103	15,020	-	15,020	-	-	-	-	-	-	-	151,123
Library Impact Fee Fund	94,798	-	-	-	-	-	-	-	-	-	-	94,798
Police Impact Fee Fund	254,577	2,497	-	2,497	-	-	-	-	-	-	-	257,074
General Government Impact Fee Fund	3,505	-	-	-	-	-	-	-	-	-	-	3,505
General Government CIP Fund	1,421,593	-	-	-	-	-	-	389,022	-	-	389,022	1,032,571
PAG/RTA Fund	-	-	-	-	-	-	-	-	-	-	-	-
Water Utility	10,557,965	522,528	-	522,528	3,030	206,464	464,528	719,032	-	-	1,393,054	9,687,439
Stormwater Utility	279,353	316	-	316	7,232	24,806	21,507	3,167	-	-	56,712	222,957
Fleet Fund	257,702	15,361	-	15,361	-	5,912	(18,653)	-	-	-	(12,741)	285,804
Benefit Self Insurance Fund	406,863	125,305	-	125,305	-	-	237,597	-	-	-	237,597	294,571
Recreation In-Lieu Fee Fund	6,190	-	-	-	-	-	-	-	-	-	-	6,190
Total	40,284,381	3,872,508	655,750	4,528,258	662,982	2,056,609	1,666,481	1,111,941	-	711,153	6,209,166	38,603,474



General Fund Local Sales Tax Collections

CATEGORY	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Construction Sales Tax	193,497												193,497
Utility Sales Tax	257,552												257,552
Retail Sales Tax	441,557												441,557
All Other Local Sales Tax *	239,739												239,739
TOTAL	\$ 1,132,346	\$ -	\$ 1,132,346										

* Note: Does not include cable franchise fees or sales tax audit revenues



Item # **C.**

Town Council Regular Session

Meeting Date: 10/07/2015
Requested by: Patty Hayes
Submitted By: Patty Hayes, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)15-60, approving an amended final plat for the relocation of the driveway access for lot 38 in Honey Bee Canyon Estates, located at 14009 N. Honey Bee Trail

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The applicants, Mr. and Mrs. Anderson, request relocation of the driveway access on their vacant property to build a single family home as depicted in Attachment 3. The property is located in Honey Bee Canyon Estates, Lot 38, as shown in the Location Map on Attachment 2.

The final plat originally designated the driveway access from Bee Keeper Trail. The applicant requests to relocate the driveway access to Honeybee Trail. Engineering staff has reviewed the request and is supportive of the Honeybee Trail driveway location.

BACKGROUND OR DETAILED INFORMATION:

The subject property is an undisturbed vacant lot where the applicants propose to build a custom home. The final plat originally designated the driveway to be on Bee Keeper Trail, which would create disturbance through a small wash and require a significant amount of grading for a longer driveway to reach the parking area for the home. The proposed driveway location off of Honeybee Trail would allow a shorter driveway through an area with less dense vegetation and results in less site disturbance.

Engineering staff has reviewed the application and finds the proposed driveway location acceptable with the landscaping condition included in the Resolution as shown in Attachment 1.

The proposal is found to be in line with the Town's General Plan Goals and Policies, and is detailed in Attachment 4.

Public Notification and Comment

- Notification to residents within 600 feet
- Posting at Town Hall
- All affected HOAs

No adverse comments have been registered to date.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)15-60, Case No. OV1501215, a Plat Amendment to relocate the driveway access location as shown in Attachment 3, based on the findings that the proposed driveway location results in less site disturbance and meets engineering standards.

OR

I MOVE to deny Resolution No. (R)15-60, Case No. OV1501215, a Plat Amendment to relocate the driveway access location as shown in Attachment 3, based upon _____.

Attachments

(R)15-60 Relocation of Driveway Access

Location Map

Applicant's Submittal

General Plan Goals and Policy Analysis

RESOLUTION NO. (R)15-60

**A RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA,
APPROVING AN AMENDED FINAL PLAT FOR THE
RELOCATION OF THE DRIVEWAY ACCESS FOR LOT 38 IN
HONEY BEE CANYON ESTATES LOCATED AT 14009 N.
HONEY BEE TRAIL**

WHEREAS, the Town of Oro Valley residents ratified the Oro Valley General Plan on November 8, 2005; and

WHEREAS, applicants, Mr. and Mrs. Anderson, have requested a relocation of the driveway access on their vacant property to build a single family home to be located at 14009 N. Honey Bee Trail as depicted in Exhibit "A"; and

WHEREAS, the final plat originally designated the driveway access from Bee Keeper Trail; and

WHEREAS, the applicants request to relocate the driveway access to Honey Bee Trail; and

WHEREAS, the applicant's request is consistent with the General Plan; and

WHEREAS, Mayor and Council duly considered the proposed amended final plat for the relocation of the driveway access for Lot 38 in Honey Bee Canyon Estates located at 14009 N. Honey Bee Trail at a public hearing on October 7, 2015.

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

SECTION 1. The Mayor and Council hereby approved the amended final plat for the relocation of the driveway access for Lot 38 in Honey Bee Canyon Estates located at 14009 N. Honey Bee Trail as depicted in Exhibit "A" attached hereto and incorporated herein by reference.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 7th day of October, 2015

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

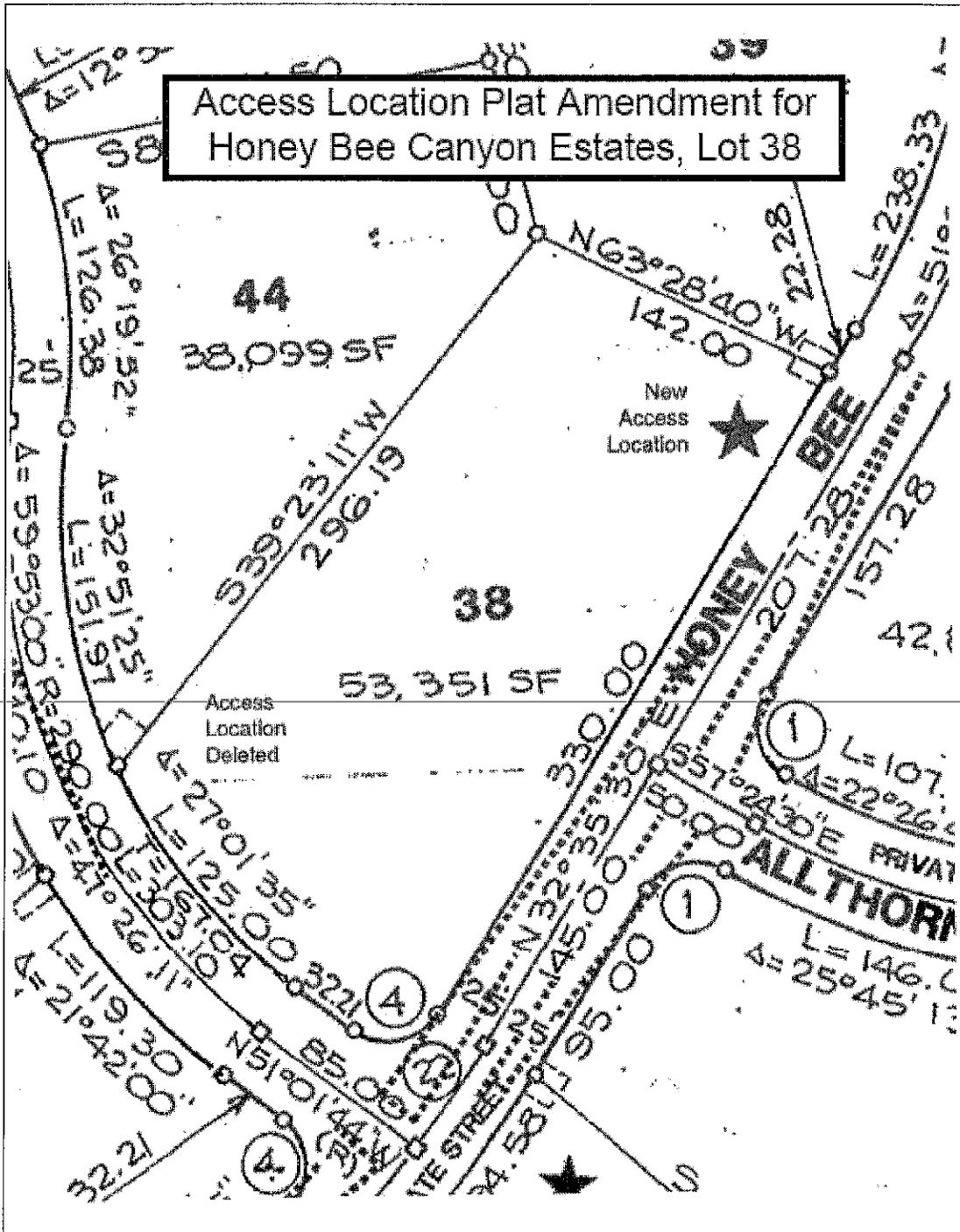
Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

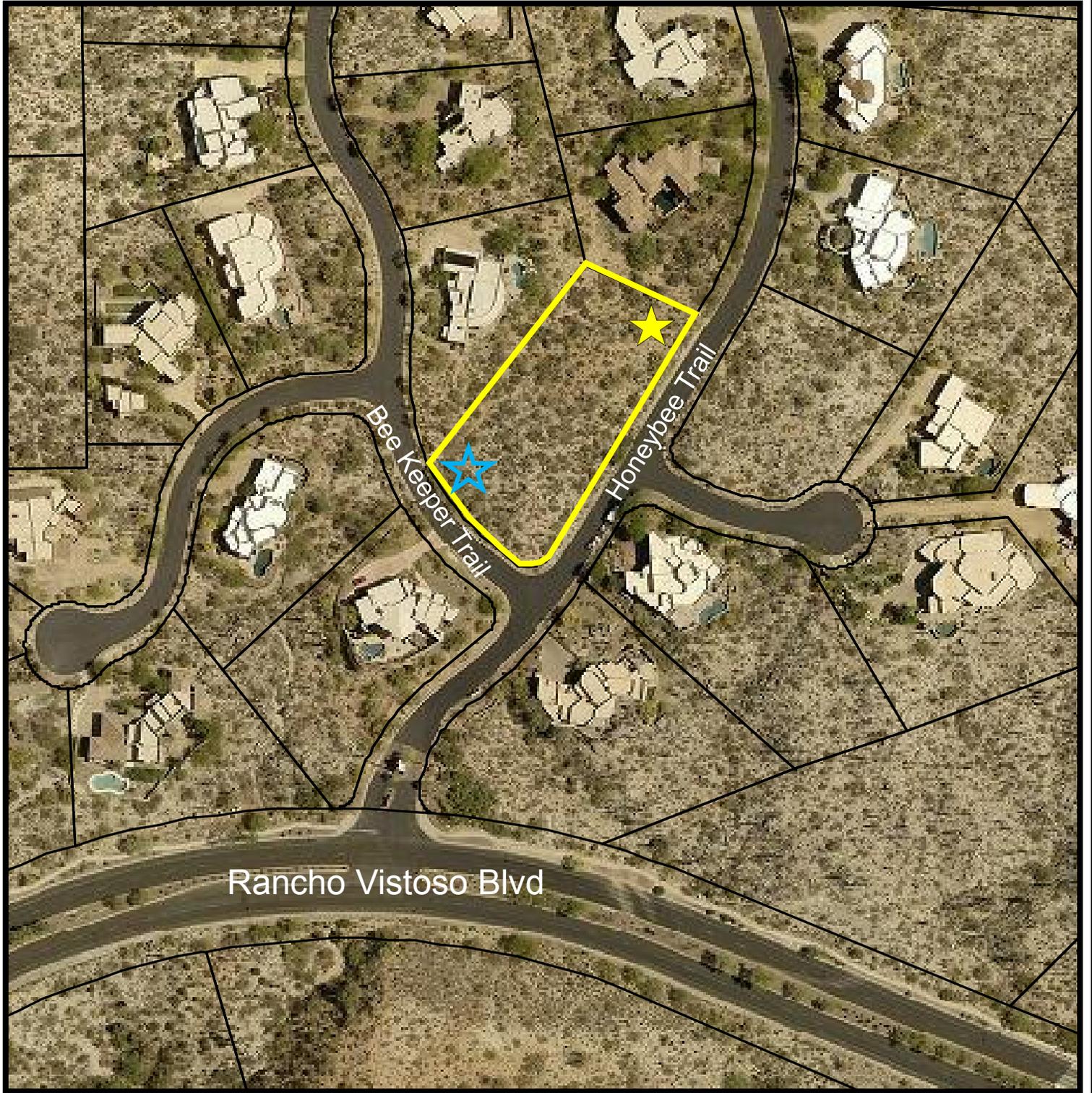
Date: _____

Date: _____

EXHIBIT "A"



1. Vegetation on and adjacent to lot 38, north of the proposed driveway location, shall be trimmed or removed as necessary to increase sight visibility. A portion of this vegetation is on the neighbor's property, lot 39. Authorization is required from the owner of lot 39 to trim and/or remove this vegetation to improve sight visibility.



Original driveway location



Proposed driveway location



Location Map with Aerial

Honey Bee Canyon Estates Lot 38 (OV1501215)

Attachment 2

**Attachment 4
General Plan Goals and Policy Analysis
Town Council**

General Plan Goals and Policies.

Policy 1.1: *To preserve Oro Valley's natural Sonoran Desert environment and the scenic resources that are an important part of the community's quality of life.*

Policy 1.1.2: *The Town shall continue to consider development impacts on natural rolling terrain and emphasize low-density developments in these areas. This will include evaluating areas with slopes of 15 percent and greater for development compatibility and safety, with the possibility of preserving them as natural open space.*

Policy 11.2.9 *The Town shall require project designs that:*

- *place development in areas not defined as key habitat when possible;*
- *provide deed restrictions regarding treatment of identified habitats and natural open space on private property;*
- *minimize adverse impacts to these habitats;*
- *provide for connectivity between on- and off-site essential and key habitat areas; and,*
- *are designed to reduce overall habitat impacts.*

Policy 11.2.11: *The Town shall protect and enhance contiguous areas of key habitats rather than small, segmented remainder parcels.*

The proposal will relocate the allowed driveway location to an area that will cause less disturbance to the property. The proposed driveway location will not cross any natural drainage areas and preserves more natural vegetation.

The applicant's proposal meets these General Plan Policies.



Town Council Regular Session

Item # D.

Meeting Date: 10/07/2015

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)15-61, authorizing and approving Grant Contract No. 2016-AL-021 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

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On February 26, 2015, an application was submitted to the GOHS for DUI enforcement overtime and employee-related expenses.

BACKGROUND OR DETAILED INFORMATION:

On August 31, 2015, the Police Department received two (2) originals of Contract No. 2016-AL-021, entitled "DUI/Impaired Driving Enforcement" awarding \$20,000 in grant funding for overtime and employee-related expenses.

This contract funding can be utilized after October 1, 2015, which is the beginning of the 2016 federal fiscal year.

FISCAL IMPACT:

The approved FY 2015/16 budget includes the capacity, in the appropriate category, for this awarded funding.

SUGGESTED MOTION:

I MOVE to (adopt, adopt with conditions, or deny) Resolution No. (R)15-61, authorizing and approving Grant Contract No. 2016-AL-021 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

Attachments

(R)15-61 GOHS Grant Contract DUI
2016-AL-021-DUI

RESOLUTION NO. (R)15-61

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 TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) FOR FUNDING IMPAIRED DRIVER/DUI ALCOHOL ENFORCEMENT OVERTIME AND EMPLOYEE RELATED EXPENSES

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 402 of the Highway Safety Act sets forth the minimum requirements with which each state's highway safety program must comply, and provides a minimum level of funding for local programs each fiscal year; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 402 funds to fund personnel services overtime and employee related expenses to enhance DUI/Impaired Driving 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 7th day of October, 2015.

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 20.600

1. APPLICANT AGENCY Oro Valley Police Department	GOHS CONTRACT NUMBER: 2016-AL-021
ADDRESS 11000 N. La Candra Dr., Oro Valley, AZ 85737	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT Town of Oro Valley	AGENCY CONTACT: Chris Olson
ADDRESS 11000 N. La Candra Dr., Oro Valley, AZ 85737	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4. GUIDELINES: 402-Alcohol (AL)	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Oro Valley.

6. BUDGET COST CATEGORY	Project Period FFY 2016
I. Personnel Services	\$15,152.00
II. Employee Related Expenses	\$4,848.00
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	\$0.00
TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2016

CURRENT GRANT PERIOD FROM: 10-01-2015 TO: 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00

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

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

OVPD is a full service police organization consisting of 100 sworn officers and 31 civilian personnel. Their agency has the traditional rank and file structure. They have many special assignments in the organization designed to target crimes while providing additional support to patrol. These assignments include; K-9, School Resource Officer (SRO), DUI, Motor/Traffic, Community Action, and Joint Task Force operations. OVPD expanded its Motorcycle Unit to 8 motor officers. The expansion was completed to better address traffic safety concerns of the community and DUI detection and enforcement. The expansion allows OVPD 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 valley itself was formed by the Santa Cruz River joining Gold Creek in the Catalina Mountains. The Town sits at an elevation of 2,620 feet, covering over 34 square miles and has a current population of 41,011. Oro Valley was incorporated in April 1974. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) which runs directly through the Town. This route is traveled, on average, by 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.

Agency Problem:

Personnel Services account for 86% of their budget. This leaves 13% for operations and maintenance and 1% for equipment. OVPD relies heavily upon GOHS funding to support their ability to participate with the Southern DUI Task Force. OVPD encourages all officers to participate in deployments and provides training assistance to officers wishing to become certified HGN Technicians, phlebotomists, drug recognition experts and advanced collision investigators. Each year OVPD spends 100% of the allocated grant funding. In 2014, OVPD participated in 12 Southern Arizona Task Force operations. The following statistics reflect 2014 arrest/citation activity for the Department:

Stop=12303 (19% increase from previous year)
DUI=199 (42% increase from previous year)
Citations=4049 (15% decrease from previous year)

The decrease in citation activity is attributed to their HiVE deployments that focus on "educational contacts" to reduce collisions. Grant funding will allow the Department to demonstrate their strong partnership with GOHS and their common goal of eliminating impaired drivers from roadways in furtherance of protecting citizens from avoidable injury or death.

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 their squads from falling under staffing minimums, shift coverage in communications, detective call-out and follow-up, special events, large scale public safety matters and extended officer duty. Their overtime budget is reviewed often and illustrates a great need to have grant funding available to support GOHS DUI programs.

Due to the generous support of GOHS, OVPD has been able to solve the funding problem and uses the revenue to play an active role in the Southern Arizona DUI Task Force.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Oro Valley.

How Agency Will Solve Problem With Funding:

If provided, extra-duty funding will be used to fund their participation with the Southern Arizona DUI Task Force, Phlebotomy Van deployments, and sobriety checkpoints. All task force operations and sobriety checkpoints are posted, allowing officers to sign-up and work the deployments they desire. All deployments are managed and monitored by the OVPD DUI supervisor. OVPD works closely with other agency coordinators to help plan deployments. The Special Operations Commander for the Department has encouraged a greater use of motorcycle support for the Southern Arizona DUI task force and anticipates full Motorcycle Unit deployments in task force programs in Pima County to boost their DUI arrest numbers.

OVPD will continue to measure all enforcement activity through daily reporting measures that are already in place. Last year, OVPD met its goal of increasing their arrest rate from 140 to 212 (199 reported to portal). OVPD goals it to increase DUI arrest's to 250 or by 18%. In January of 2015, OVPD officers made 26 DUI arrests. If OVPD averages 21 DUI arrests for the next 11 months, we will have exceeded their goal.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Oro Valley.

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 10:00 a.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 DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

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.

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, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

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.

Shane Radford, 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	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
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)	\$15,152.00
II.	Employee Related Expenses (ERE)	\$4,848.00
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	\$0.00
	TOTAL ESTIMATED COSTS	*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Oro Valley Police Department shall absorb any and all expenditures in excess of \$20,000.00.

**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 to 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.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Daniel G. Sharp

Title: Chief of Police

Telephone Number: 520-229-4900 Fax Number: 520-229-4979

E-mail Address: dsharp@ovpd.org

2. Agency's Fiscal Contact:

Name: Colleen Muhr

Title: Police Administrative Services Manager

Telephone Number: 520-229-4904 Fax Number: 520-229-4979

E-mail Address: cmuhr@orovalleyaz.gov

Federal Identification Number: 86-0293039

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Town of Oro Valley

Warrant/Check to be mailed to:

Town of Oro Valley Police Department

(Agency)

11000 N. La Cañada Drive

(Address)

Oro Valley, AZ 8573

(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 # **E.**

Meeting Date: 10/07/2015

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)15-62, authorizing and approving Grant Contract No. 2016-AL-066 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding DUI/Impaired Driving Enforcement-related equipment

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On February 26, 2015, an application was submitted to the GOHS for DUI enforcement capital equipment to enhance DUI/impaired driving enforcement throughout the Town of Oro Valley.

BACKGROUND OR DETAILED INFORMATION:

On August 31, 2015, the Police Department received two (2) originals of Contract No. 2016-AL-066, entitled "DUI/Impaired Driving Enforcement Related Equipment" awarding \$2,700.00 in grant funding for six (6) preliminary breath testing devices.

This contract funding can be utilized after October 1, 2015, which is the beginning of the 2016 federal fiscal year.

FISCAL IMPACT:

The approved FY 2015/16 budget includes the capacity, in the appropriate category, for this awarded funding.

SUGGESTED MOTION:

I MOVE to (adopt, adopt with conditions, or deny) Resolution No. (R)15-62, authorizing and approving Grant Contract No. 2016-AL-066 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding DUI/Impaired Driving Enforcement Related Equipment

Attachments

(R)15-62 GOHS Grant Contract DUI Equipment

2016-AL-066-PBTs

RESOLUTION NO. (R)15-62

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 TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) FOR FUNDING IMPAIRED DRIVING RELATED EQUIPMENT

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 402 of the Highway Safety Act sets forth the minimum requirements with which each state's highway safety program must comply, and provides a minimum level of funding for local programs each fiscal year; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 402 funds to fund SIX (6) PBT's to enhance DUI/Impaired Driving related 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 7th day of October, 2015.

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”

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

		CFDA 20.600
1. APPLICANT AGENCY Oro Valley Police Department	GOHS CONTRACT NUMBER: 2016-AL-066	
ADDRESS 11000 N. La Candra Dr., Oro Valley, AZ 85737	PROGRAM AREA: 402-AL	
2. GOVERNMENTAL UNIT Town of Oro Valley	AGENCY CONTACT: Chris Olson	
ADDRESS 11000 N. La Candra Dr., Oro Valley, AZ 85737	3. PROJECT TITLE: DUI/Impaired Driving Enforcement Related Equipment	
4. GUIDELINES: 402-Alcohol (AL)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Capital Outlay: Six (6) PBT's to enhance DUI/Impaired Driving Enforcement throughout the Town of Oro Valley.		
6. BUDGET	Project Period	
COST CATEGORY	FFY 2016	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$2,700.00	
TOTAL ESTIMATED COSTS	\$2,700.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2016
CURRENT GRANT PERIOD	FROM: 10-01-2015	TO: 09-30-2016
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$2,700.00		
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:**

OVPD is a full service police organization consisting of 100 sworn officers and 31 civilian personnel. Their agency has the traditional rank and file structure. They have many special assignments in the organization designed to target crimes while providing additional support to patrol. These assignments include; K-9, School Resource Officer (SRO), DUI, Motor/Traffic, Community Action, and Joint Task Force operations. OVPD expanded its Motorcycle Unit to 8 motor officers. The expansion was completed to better address traffic safety concerns of the community and DUI detection and enforcement. The expansion allows OVPD 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 valley itself was formed by the Santa Cruz River joining Gold Creek in the Catalina Mountains. The Town sits at an elevation of 2,620 feet, covering over 34 square miles and has a current population of 41,011. Oro Valley was incorporated in April 1974. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) which runs directly through the Town. This route is traveled, on average, by 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.

Agency Problem:

Personnel Services account for 86% of their budget. This leaves 13% for operations and maintenance and 1% for equipment. OVPD relies heavily upon GOHS funding to support their ability to participate with the Southern DUI Task Force. OVPD encourages all officers to participate in deployments and provides training assistance to officers wishing to become certified HGN Technicians, phlebotomists, drug recognition experts and advanced collision investigators. Each year OVPD spends 100% of the allocated grant funding. In 2014, OVPD participated in 12 Southern Arizona Task Force operations. The following statistics reflect 2014 arrest/citation activity for the Department:

Stop=12303 (19% increase from previous year)
DUI=199 (42% increase from previous year)
Citations=4049 (15% decrease from previous year)

The decrease in citation activity is attributed to their HiVE deployments that focus on "educational contacts" to reduce collisions. Grant funding will allow the Department to demonstrate their strong partnership with GOHS and their common goal of eliminating impaired drivers from roadways in furtherance of protecting citizens from avoidable injury or death.

In order to provide officers with the best tools to do the job, OVPD is requesting 6 PBT's. This 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:

PBT's are a great tool during DUI and Title 4 investigations. The units owned by the Department are issued to DUI officers, some motorcycle officers and about a dozen patrol officers. OVPD does not have the funding to purchase new units as only 1% percent of their budget is earmarked for equipment. In the past, they have been fortunate to have GOHS purchase many of our units.

The Department has considered purchasing more units, however, other non-capital items related to their traffic unit have taken priority. For example, the Department is requesting (FY15/16) \$6500 for non-capital purchases to buy new helmets (and electronics), LIDARS (if needed), upgraded Motorcycle kick-stands, custom replacement ear-plugs, gloves, and other items related to motorcycle operations.

Agency Funding:

Federal 402 funds will support Capital Outlay: Six (6) PBT's to enhance DUI/Impaired Driving Enforcement throughout the Town of Oro Valley.

How Agency Will Solve Problem With Funding:

OVPD's goal is to increase their DUI arrest number by 18% from the 2014 base of 199 to 250 by December 2016. This will be accomplished through greater involvement from their Motorcycle Unit and the increased amount of PBT's to facilitate arrests. In addition, OVPD has two new DUI officers working aggressively to increase arrests. In January of 2015, their 2 DUI officers arrested 21 individuals, while patrol arrested 5. They expect their officers to maintain this level of activity throughout the year. An increase by 18% is realistic and consistent with past performance.

The extra PBT's will be issued to officers within their Field Services Division. The increased availability of this investigative tool will aid officers during DUI and Title 4 investigations.

Moreover, PBT's will be available for School Resource Officers, Southern Arizona DUI Task Force deployments, patrol, and HiVE operations. PBT's will aid toward producing more arrests, as well as, educate the public on "know your limits".

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Six (6) PBT's to enhance DUI/Impaired Driving Enforcement throughout the Town of Oro Valley.

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 10:00 a.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:

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities:

Six (6) PBT's

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:**Six (6) PBT's**

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's, 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 Six (6) PBT's.

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 402 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.

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, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

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.

Shane Radford, 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	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$2,700.00
	Six (6) PBT's - \$450 per PBT	
	TOTAL ESTIMATED COSTS	*\$2,700.00

*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 \$2,700.00.

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Daniel G. Sharp

Title: Chief of Police

Telephone Number: 520-229-4900 Fax Number: 520-229-4979

E-mail Address: dsharp@ovpd.org

2. Agency's Fiscal Contact:

Name: Colleen Muhr

Title: Police Administrative Services Manager

Telephone Number: 520-229-4904 Fax Number: 520-229-4979

E-mail Address: cmuhr@orovalleyaz.gov

Federal Identification Number: 86-0293039

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Town of Oro Valley

Warrant/Check to be mailed to:

Town of Oro Valley Police Department
(Agency)

11000 La Cañada Drive
(Address)

Oro Valley, AZ 85737
(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 # F.

Meeting Date: 10/07/2015

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)15-63, authorizing and approving Grant Contract No. 2016-PT-067 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding of Selective Traffic Enforcement Program (STEP) equipment

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On February 26, 2015, an application was submitted to the GOHS for STEP equipment with the goal of reducing the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona and the Town of Oro Valley.

BACKGROUND OR DETAILED INFORMATION:

On August 31, 2015, the Police Department received two (2) originals of Contract No. 2016-PT-067, entitled "STEP Enforcement Related Equipment" awarding \$12,479.00 in grant funding for four (4) Raptor RP-1 Radars to enhance STEP enforcement through the Town of Oro Valley.

This contract funding can be utilized after October 1, 2015, which is the beginning of the 2016 federal fiscal year.

FISCAL IMPACT:

The approved FY 2015/16 budget includes the capacity, in the appropriate category, for this awarded funding.

SUGGESTED MOTION:

I MOVE to (adopt, adopt with conditions, or deny) Resolution No. (R)15-63, authorizing and approving Grant Contract No. 2016-PT-067 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding of Selective Traffic Enforcement Program (STEP) equipment

Attachments

(R)15-63 STEP Grant
2016 Radar Equipment

RESOLUTION NO. (R)15-63

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 TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (G.O.H.S.) FOR FUNDING OF SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) EQUIPMENT

WHEREAS, Highway Safety Funds are used to support State and community programs to reduce deaths and injuries on the highways. Section 402 of the Highway Safety Act sets forth the minimum requirements with which each state's highway safety program must comply, and provides a minimum level of funding for local programs each fiscal year; and

WHEREAS, the Town applied for and was granted a G.O.H.S. grant contract from Section 402 funds to fund Four (4) Raptor RP-1 Radars to enhance STEP 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 7th day of October, 2015.

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”

GOVERNOR'S OFFICE OF
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

CFDA 20.600

1.	APPLICANT AGENCY Oro Valley Police Department	GOHS CONTRACT NUMBER: 2016-PT-067
	ADDRESS 11000 N. La Candra Dr., Oro Valley, AZ 85737	PROGRAM AREA: 402-PT
2.	GOVERNMENTAL UNIT Town of Oro Valley	AGENCY CONTACT: Chris Olson
	ADDRESS 11000 N. La Candra Dr., Oro Valley, AZ 85737	3. PROJECT TITLE: STEP Enforcement Related Equipment
4.	GUIDELINES: 402-Police Traffic (PT)	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 402 funds will support Capital Outlay: Four (4) Raptor RP-1 Radars to enhance STEP Enforcement throughout the Town of Oro Valley.

6.	BUDGET COST CATEGORY	Project Period FFY 2016
I.	Personnel Services	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$12,479.00
	TOTAL ESTIMATED COSTS	\$12,479.00

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2016

CURRENT GRANT PERIOD FROM: 10-01-2015 TO: 09-30-2016

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$12,479.00

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:**

OVPD is a full service police organization consisting of 100 sworn officers and 31 civilian personnel. Their agency has the traditional rank and file structure. They have many special assignments in the organization designed to target crimes while providing additional support to patrol. These assignments include; K-9, School Resource Officer (SRO), DUI, Motor/Traffic, Community Action, and Joint Task Force operations. OVPD expanded its Motorcycle Unit to 8 motor officers. The expansion was completed to better address traffic safety concerns of the community and DUI detection and enforcement. The expansion allows OVPD 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 valley itself was formed by the Santa Cruz River joining Gold Creek in the Catalina Mountains. The Town sits at an elevation of 2,620 feet, covering over 34 square miles and has a current population of 41,011. Oro Valley was incorporated in April 1974. State Route 77 is a major highway (one of only 2 routes from Tucson to Phoenix) which runs directly through the Town. This route is traveled, on average, by 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

Agency Problem:

The Oro Valley Police Department has a historic reputation for aggressive traffic enforcement. Their community considers traffic safety a top concern so they continue to look for innovative and aggressive ways to reduce collisions. OVPD has taken a data-driven approach to determine which intersections account for the most collisions. Their studies indicate that Oracle Road at the Suffolk Road and Magee Road intersections rank among the highest intersections for collisions. A three year average (2010-2012) indicates that those intersections account for approximately 87 collisions each year. To combat the issue of collisions and the injuries that result, OVPD has created High Visibility Enforcement, also known as, "HiVE". Their targeted approach has reduced injuries related to collisions since its inception in 2012.

In 2014, injury collisions were at a three year low with reductions of 91% and 71% in the two intersections. OVPD has demonstrated success with this initiative and looks to build upon that success with implementing moving radar onto their police motorcycle fleet. Moving radar will allow officers the opportunity to make more traffic contacts, which increases police/citizen contacts for educational or enforcement purposes. These contacts also raise awareness which hopefully result with drivers practicing safe driving habits and lower the chances of avoidable injury related collisions.

Agency Attempts to Solve Problem:

Until recently, OVPD has had great capital needs as it relates to new vehicles. Slowly, they have been able to purchase new vehicles to replace those that should be taken out of service due to high mileage and wear. Moreover, their Victory motorcycle lease program has allowed the Department to get 7 new police motorcycles. GOHS provided them with the 8th. These capital needs have not allowed the Department the luxury of purchasing added value items like moving radar. As the Department prepares for this new fiscal year grant, they cannot submit for moving radars as it would not be supported due to other budget priorities within the Town and Department. The OVPD motorcycle officers have relied on stationary LIDAR to make their traffic stops during HiVE and regular deployments. OVPD motorcycle officers have had success using LIDAR but will have greater success with the added capability of moving radar.

Agency Funding:

Federal 402 funds will support Capital Outlay (4) Raptor RP-1 Radars to enhance STEP Enforcement throughout the Town of Oro Valley.

How Agency Will Solve Problem With Funding:

The OVPD project objective is simple; utilize moving radar technology to produce more traffic stops that will result in educational contacts or enforcement action. Motorcycle officers will use moving radar during 60 annual HiVE deployments, for regular duty, and during task force operations. The goal is to increase traffic safety awareness through traffic contacts. Increased awareness should result in fewer collisions and harm caused by collisions and/or criminal activity related to reckless driving, criminal speed, DUI, etc.

OVPD will have Victory vendor install all police motorcycles with moving radar, which will be used by motorcycle officers for HiVE, Southern Arizona DUI Task Force, and regular patrol deployments. During monthly Traffic Unit meetings, officers will provide data that demonstrates how effective the moving radar has been and the number of stops moving radar has produced. This information will be correlated with prior year implementation data to illustrate its overall effectiveness. Officers will use moving radar for approximately 60 annual HiVE deployments.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Four (4) Raptor RP-1 Radars to enhance STEP Enforcement throughout the Town of Oro Valley.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

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 Speeding 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 10:00 a.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:

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:
Four (4) Raptor RP-1 Radars

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:**Four (4) Raptor RP-1 Radars**

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's, 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 Four (4) Raptor RP-1 Radars.

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 402 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:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

The Oro Valley Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Oro Valley Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

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
1 st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2 nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3 rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4 th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

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.

Shane Radford, 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	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$12,479.00
	Four (4) Raptor RP-1 Radars - \$7,980	
	Motorcycle Thumb Remote Kit - \$2,328	
	Installation Brackets - \$1,200	
	Shipping - \$136	
	Tax - \$835	
	TOTAL ESTIMATED COSTS	*\$12,479.00

*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 \$12,479.00.

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Daniel G. Sharp

Title: Chief of Police

Telephone Number: 520-229-4904 Fax Number: 520-229-4979

E-mail Address: dsharp@ovpd.org

2. Agency's Fiscal Contact:

Name: Colleen Muhr

Title: Police Administrative Services Manager

Telephone Number: 520-229-4904 Fax Number: 520-229-4979

E-mail Address: cmuhr@orovalleyaz.gov

Federal Identification Number: 86-0293039

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Town of Oro Valley

Warrant/Check to be mailed to:

Town of Oro Valley Police Department

(Agency)

11000 N. La Cañada Drive

(Address)

Oro Valley, AZ 85737

(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

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$12,479.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date



Town Council Regular Session

Item # **G.**

Meeting Date: 10/07/2015

Submitted By: Joshua Potter, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)15-64, authorizing and approving an easement granted by the Rancho Del Cobre Community Association to the Town of Oro Valley for the purpose of public non-motorized access through Rancho Del Cobre Common Area "E"

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The easement is shown in Exhibit "A" and will be granted to the public for non-motorized access across Common Area "E" of the Rancho Del Cobre subdivision. The easement is necessary to provide continuity for the multi-use path that was constructed along the north side of Glover Road as part of the Rancho Del Cobre development as shown in Exhibit "B." Because a portion of the curb access ramp and path alignment cross into the private property, an easement is required to allow for public use, construction and maintenance of the path through the private property.

BACKGROUND OR DETAILED INFORMATION:

A multi-use path was required to be constructed by the developer as part of the Rancho Del Cobre subdivision improvements located at the northeast corner of La Cholla Boulevard and Glover Road. The path is located on the north side of Glover Road. Portions of the path meander outside of the right-of-way and into the common areas of the development due to existing utility and topographical constraints.

The purpose of the easement is to grant access to the public for all forms of non-motorized transportation together with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, modification and replacement of the multi-use path as it passes through private property. The Town will be responsible for maintenance of the path upon acceptance of the constructed improvements.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve/deny) Resolution No. (R)15-64, approving and accepting an easement granted by the Rancho Del Cobre Community Association to the Town of Oro Valley for public non-motorized access at Rancho Del Cobre Common Area "E."

Attachments

(R)15-64 Public Access Easement

Exhibit A

Exhibit B

RESOLUTION NO. (R)15-64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ACCEPTING AN EASEMENT GRANTED BY THE RANCHO DEL COBRE COMMUNITY ASSOCIATION TO THE TOWN OF ORO VALLEY FOR THE PURPOSE OF PUBLIC NON-MOTORIZED ACCESS THROUGH RANCHO DEL COBRE COMMON AREA ‘E’”

WHEREAS, the Rancho Del Cobre Community Association desires to grant the Town a non-exclusive easement over, under and across Common Area “E” of Rancho Del Cobre Subdivision which grantor form and legal description of said Easement is attached hereto as Exhibit “A” and the Easement location maps are attached hereto as Exhibit “B”; and

WHEREAS, the easement is necessary to provide continuity for the multi-use path that was constructed along the north side of Glover Road as part of the Rancho Del Cobre Development; and

WHEREAS, accepting an Easement to the property allows the public to legally access their property and to allow for non-motorized transportation with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, medication and replacement of the multi-use path as it passes through private property; and

WHEREAS, the Town will be responsible for maintenance of the path upon acceptance of the constructed improvements; and

WHEREAS, it is in the best interest of the Town to accept an Easement, attached hereto as Exhibit “A”, to of Rancho Del Cobre Community Association to allow legal access to Common Area E, as described by Exhibit “A” for the purpose of recreational, non-motorized pedestrian and equestrian usage.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley that an Easement, attached hereto as Exhibit “A”, between the Town of Oro Valley and of Rancho Del Cobre Community Association is hereby granted.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 7th day of October, 2015.

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”

EXHIBIT “B”

EXHIBIT "A"

WHEN RECORDED, RETURN TO:

Rachel Turnipseed
Title Security Agency, LLC
2730 E. Broadway Blvd., Suite 100
Tucson, AZ 85716

**TOWN OF ORO VALLEY
PUBLIC NON-MOTORIZED ACCESS EASEMENT
RANCHO DEL COBRE COMMON AREA "E"**

FOR ONE DOLLAR (\$1.00) and other good and valuable consideration received Rancho Del Cobre Community Association (collectively "Grantor") does hereby grant to the Town of Oro Valley, an Arizona municipal corporation ("Grantee"), a perpetual, non-exclusive easement upon, over, under and across Common Area "E" of Rancho Del Cobre Lot 1, Lots 1 through 68 and Common Areas "A", "B", "C", "D" and "E" recorded in Sequence No. 20132670162, Records of Pima County, Arizona, (the "Property"), being the parcel of land described on the legal description and the sketch attached hereto as Exhibit "A". The purpose of the easement is access for all forms of non-motorized transportation together with motorized emergency, law enforcement, and service vehicles, and for construction, operation, use, maintenance, repair, modification and replacement from time to time of improvements related thereto.

Grantor hereby warrants and covenants to Grantee and its successors and assigns that Grantor is lawfully seized and possessed of the Property; that Grantor has a good and lawful right to make the conveyance described herein; and that Grantee shall have title and quiet possession against the claims of all persons.

The person executing this document on behalf of a corporation, trust or other organization warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document. This document runs with the land in favor of Grantee's successors and assigns.

DATED this 15th day of September, 2015.

Grantor:



For Rancho Del Cobre
Community Association

(Remainder of Page Intentionally Blank)

(Signature Page Follows)

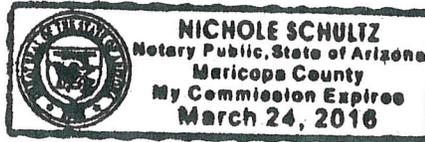
State of Arizona)
) ss.
County of MARICOPA)

This document was acknowledged before me this 15th day of SEPTEMBER, 2015, by
THOMAS H. LOMOU for and on behalf of RANCHO DEL COBRE
COMMUNITY ASSOCIATION.

Nichole Schultz
NOTARY PUBLIC

My commission expires:

MARCH 24, 2016





27 April 2015
ASI No. 13021-2 (Maracay Homes)

EXHIBIT "A"
LEGAL DESCRIPTION
FOR A 15 FOOT PUBLIC ACCESS EASEMENT

A 15.00 foot public access easement located over Common Area "E" (Luzon Drive) of Rancho Del Cobre Lot 1, Lots 1 thru 68 and Common Areas "A, B, C, D and E" recorded in Maps and Plats Sequence No. 20132670162, Records of Pima County, Arizona, more particularly described as follows:

BEGINNING at the southwest corner of Lot 14 of said Rancho Del Cobre;

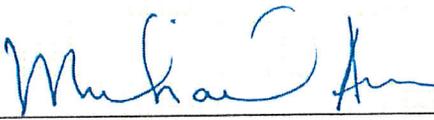
THENCE S 00°00'00" E, 15.00 feet to the north right-of-way of Glover Road;

THENCE S 89°56'14" W along said north right-of-way, 148.72 feet to a point of cusp;

THENCE northeasterly along a curve concave to the northwest having a radius of 29.00 feet and a central angle of 61°08'03", an arc length of 30.94 feet to a point of nontangency on the south line of Lot 34 of said Rancho Del Cobre;

THENCE N 89°56'14" E, 123.34 feet to the POINT OF BEGINNING.

Prepared by
AMERSON SURVEYING, INC.


MICHAEL K. AMERSON





33

LUZON DRIVE
(PRIVATE STREET)

15

34

14

A=30.94'
R=29.00'
Δ=61°08'03"

COMMON AREA "E"

POB

N89°56'14"E 123.34'

15.0'

S00°00'00"E 15.00'

S89°56'14"W 148.72'

60' R/W

GLOVER ROAD
(PUBLIC ROAD)



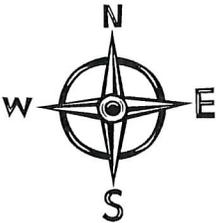
Camp Lowell Corporate Center
4552 East Camp Lowell Drive
Tucson, Arizona, 85712
Fax: 325-8703
520-325-5883



EXHIBIT TO ACCOMPANY A
LEGAL DESCRIPTION FOR A
15' PUBLIC ACCESS EASEMENT
IN
COMMON AREA "E"
OF
RANCHO DEL COBRE LOT 1

M&P SEQUENCE #20132670162
RECORDS OF PIMA COUNTY, ARIZONA

EXHIBIT "B"



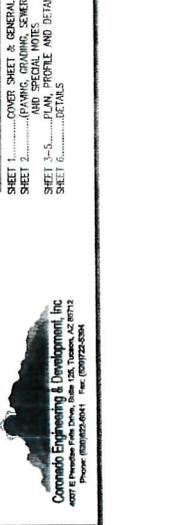
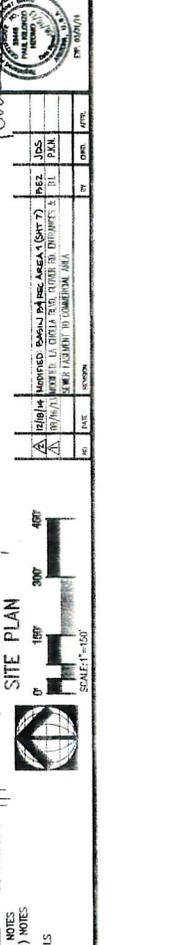
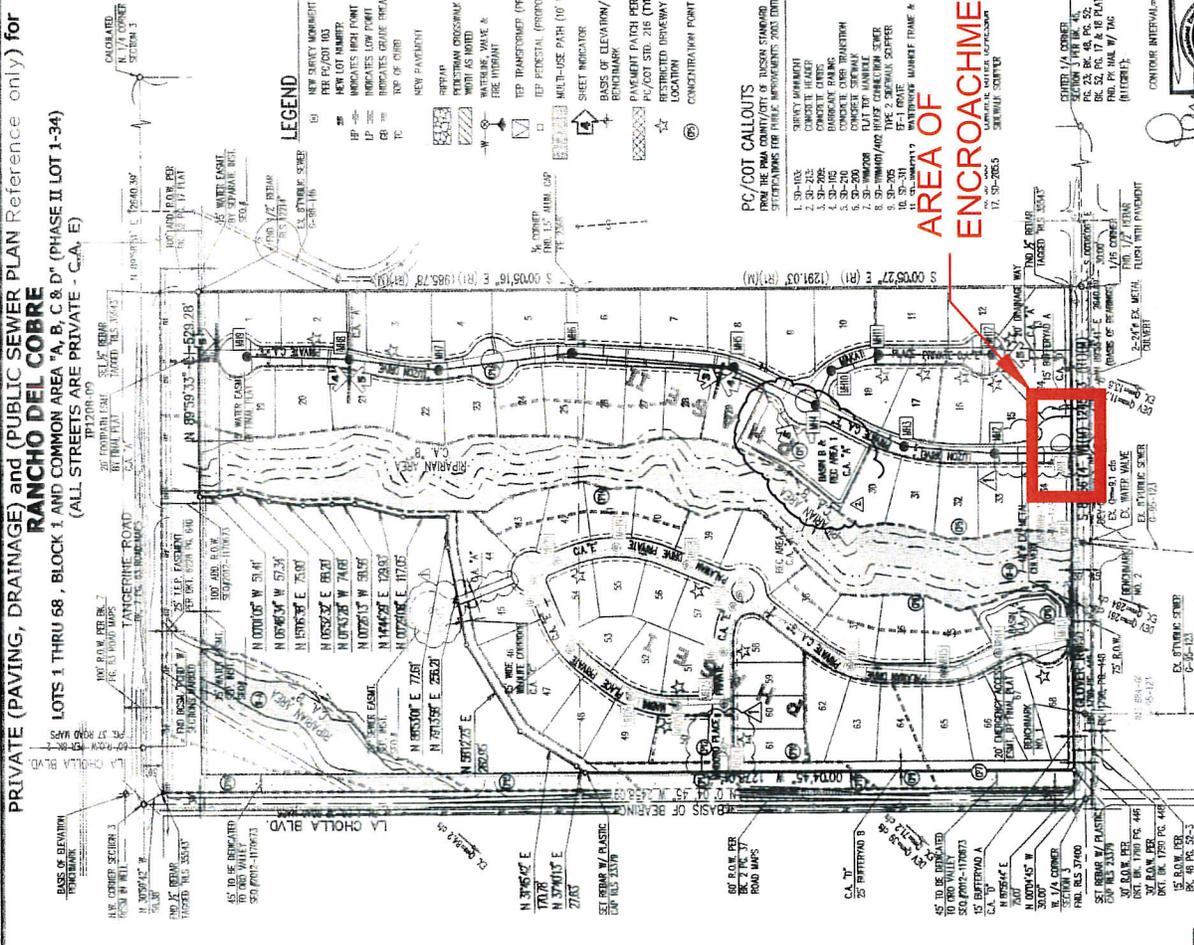
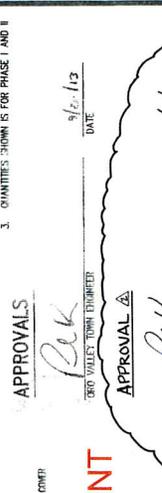
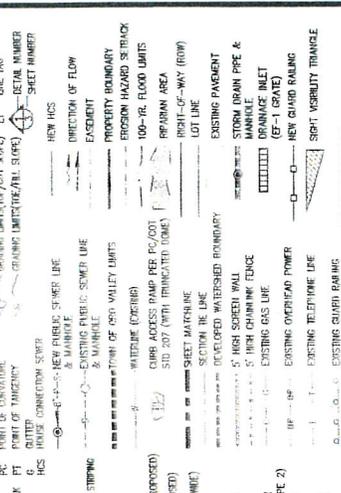
LOCATION MAP RANCHO DEL COBRE

PUBLIC NON-MOTORIZED ACCESS EASEMENT
RANCHO DEL COBRE COMMON AREA "E"

PRIVATE (PAVING, DRAINAGE) and (PUBLIC SEWER PLAN Reference only) for RANCHO DEL COBRE
 (ALL STREETS ARE PRIVATE - C.A. E)

GENERAL PAVING / GRADING NOTES

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE PINA COUNTY/CITY OF TUCSON SPECIFICATIONS FOR PUBLIC IMPROVEMENTS/PC/SD/SP, TOWN OF ORO VALLEY, AS MOVED HEREBY.
2. ALL CONSTRUCTION AND TESTING METHODS SHALL BE IN ACCORDANCE WITH PC/SD/SP, SECTION 27.9 OF THE ORO VALLEY ZONING CODE, REVISED, JANUARY 2007.
3. EXCAVATION AND BACKFILL FOR STRUCTURES TO PC/SD/SP, SECTION 29.0-5.
4. EXCAVATION AND BACKFILL FOR DRIVEWAYS TO PC/SD/SP, SECTION 29.0-5.
5. EXCAVATION AND BACKFILL FOR DRIVEWAYS TO PC/SD/SP, SECTION 29.0-5.
6. EXCAVATION AND BACKFILL FOR DRIVEWAYS TO PC/SD/SP, SECTION 29.0-5.
7. ASPHALTIC CONCRETE SHALL CONFORM TO PC/SD/SP, SECTION 29.0-5.
8. ASPHALTIC CONCRETE SHALL CONFORM TO PC/SD/SP, SECTION 29.0-5.
9. ALL CONCRETE SHALL CONFORM TO PC/SD/SP, SECTION 1006, CLASS S, 3,000 PSI COMPRESSIVE STRENGTH.
10. A STAMPED SET OF APPROVED PLANS SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE JOB SITE AT ALL TIMES OF DURING CONSTRUCTION.
11. REGULATIONS SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
12. CONTRACTOR SHALL CALL BLUE STAKE (1-800-782-4548) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
13. CONTRACTOR SHALL INSTALL STREET SIGNS IN ACCORDANCE WITH THE TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS-SIGNAGE POLICY.
14. PAVING CONTRACTOR SHALL INSTALL CLEANOUTS WITH 4" DIA. COVERS, WATER METERS, MANHOLE RINGS AND COVERS TO THE NEW FINISHED GRADE.
15. UPON COMPLETION OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL TRAFFIC SIGNS MONITORED BY THE STATE OF ARIZONA PRESENT TO A.R.S. 28-450.
16. IF UNIMPACTED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE CONTRACTOR'S CONTROL, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE TOWN OF ORO VALLEY AND REQUEST CHANGES BEING MADE IN THE FIELD.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS ARE LOCATED WITHIN THE PROJECT AND SHALL BE REPLACED BY THE CONTRACTOR. ANY UNDERGROUND UTILITIES, DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR. ANY UNDERGROUND UTILITIES, DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR.
18. A. WALLS, RETAINING OR OTHER TYPES.
19. B. ANY UNDERGROUND STRUCTURES.
20. C. ANY UNDERGROUND UTILITIES.
21. THE FINISH GRADE ABOVE ARE APPROVED FOR LOCATION ONLY. SEPARATED PLAN CHECKS AND PERMITS ARE REQUIRED. ALL IN ACCORDANCE WITH THE APPLICABLE CODES OF THE TOWN OF ORO VALLEY.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK. THEY SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR CONSTRUCTION OF THE WORK.





Town Council Regular Session

Item # **1.**

Meeting Date: 10/07/2015
Requested by: Bayer Vella
Submitted By: Michael Spaeth, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

RESOLUTION NO. (R)15-65, DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDED FINAL PLAT TO ADJUST THE "NO-BUILD" AREA ON STONE CANYON LOT 210, LOCATED IN STONE CANYON NEIGHBORHOOD II, NORTH OF TORTOLITA MOUNTAIN CIRCLE, APPROXIMATELY ONE-QUARTER MILE WEST OF RANCHO VISTOSO BOULEVARD

RECOMMENDATION:

Staff recommends approval subject to the conditions of approval included in Attachment 1, Exhibit "A."

EXECUTIVE SUMMARY:

The applicant's request (Attachment 1, Exhibit "B") is to amend the Stone Canyon II Final Plat to adjust the "no-build" area on Stone Canyon Lot 210. The "no-build" area adjustment is for an approximately 2,000 sq. ft. area to facilitate the development of a studio connected to the main house via a cantilevered walkway between two rock outcroppings (Attachment 2).

Currently, a substantial percentage, almost half, of the subject property is platted as "no-build" area and consists of numerous rock outcroppings (Attachment 3). The applicant's request is to adjust the "no-build" area by trading 2,341 sq. ft. of developable area along the southern portion of the property for an area encompassing 1,950 sq. ft. of existing "no-build" area (Attachment 2). The area being impacted by the applicant's request does not include areas of 25% slope or other regulated rock outcroppings, which served as the basis for the original "no-build" area.

Staff finds the proposed adjustment to be acceptable. Staff initially had reservations regarding the trade, primarily the proposal to bi-sect the existing "no-build" area. However, after a site inspection, it was determined the proposed cantilevered walkway will traverse a relatively flat area between two narrowly spaced rock outcrops and still provide adequate movement for wildlife (rock outcrops are havens for reptiles) between the open space areas. A condition of approval has been included in Attachment 1, requiring a cantilevered walkway that will allow for unobstructed movement of wildlife, specifically reptiles, between the two existing rock outcrops.

BACKGROUND OR DETAILED INFORMATION:

Current Site Conditions

- Subject property encompasses 46,698 sq. ft. (approximately 1 acre)
- Subject property is currently vacant

Approvals to Date

- Town Council approved Stone Canyon Neighborhood II in November 1999

Applicant Request

The Stone Canyon II Final Plat established maximum grading limits on individual lots of 20,000 sq. ft. The applicant is requesting an adjustment to the existing "no-build" area limits for an area of 1,950 sq. ft. and is providing an area 2,341 sq. ft. in size as the open space trade area. The proposed open space area contains significant rock outcrops, as well as a mature saguaro approximately 35' in height.

The intent of the request is to facilitate the construction of a studio connected to the main house by a cantilevered walkway through a narrow gap in the rock outcroppings. The area being impacted by the applicant's request does not include areas of 25% slope or other regulated rock outcroppings, which served as the basis for the original "no-build" area.

The site is characterized by two significant rock outcrops separated by a relatively flat transition approximately four to six feet wide. Reptilian species are the primary type of wildlife that utilize these types of rock outcrops as natural habitat. Staff initially had reservations regarding the adjustment; however, after visiting the site, it was determined the narrow gap between the rock outcrops will allow construction of the cantilevered walkway with minimal impact. A condition of approval has been included in Attachment 1, Exhibit "A," requiring the design of the cantilevered walkway to allow for unobstructed movement of wildlife between the two existing rock outcrops.

Public Participation

Notice to the public was provided as follows:

- Posting at Town Hall
- All affected HOAs
- Letter to all property owners within 600 feet

To date, staff has not received any correspondence regarding the applicant's proposal.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)15-65, approving the Amended Final Plat subject to the conditions included in Attachment 1, based on a finding that _____.

OR

I MOVE to deny Resolution No. (R)15-65, denying the applicant's request for the Amended Final Plat, based on the finding that _____.

Attachments

(R)15-65 - ATTACHMENT 1

ATTACHMENT 2 - APPLICANT'S PROPOSAL

ATTACHMENT 3 - STONE CANYON LOT 210

RESOLUTION NO. (R)15-65

A RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA, AMENDING THE FINAL PLAT TO ADJUST THE “NO BUILD” AREA ON STONE CANYON LOT 210, LOCATED IN STONE CANYON NEIGHBORHOOD II, NORTH OF TORTOLITA MOUNTAIN CIRCLE, APPROXIMATELY ONE-QUARTER MILE WEST OF RANCHO VISTOSO BOULEVARD.

WHEREAS, the Town of Oro Valley residents ratified the Oro Valley General Plan on November 8, 2005; and

WHEREAS, the applicant, Kevin B. Howard, has requested an amendment to the Stone Canyon II Final Plat to adjust the “no-build” area on Stone Canyon Lot 210 and depicted in Exhibit “A”; and,

WHEREAS, the “no-build” area adjustment is for an approximate 2,000 sq. ft. area to build a studio connected to the main house via a cantilevered walkway through a narrow outcropping; and

WHEREAS, the application requests to adjust the “no-build” area by trading 2,341 sq. ft. of developable area along the southern portion of the property for an area encompassing 1,950 sq. ft. of existing “no-build” area as depicted in Exhibit “B”; and

WHEREAS, a condition of approval has been made requiring the development of the cantilevered walkway, as depicted in Exhibit “C”, to allow for unobstructed movement of wildlife, specifically reptilian wildlife, between the two existing rock outcrop; and

WHEREAS, the applicant’s request is consistent with the General Plan; and

WHEREAS, Mayor and Council duly considered the proposed amendment to the Stone Canyon II Final Plat to adjust the “no-build” area on Stone Canyon Lot 210 and depicted in Exhibit “A” attached hereto and incorporated herein by reference, at a public hearing on October 7, 2015.

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

SECTION 1. The Mayor and Council hereby approve the amendment to the Stone Canyon II Final Plat to adjust the “no-build” area on Stone Canyon Lot 210 and depicted in Exhibit “A”.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 7th day of October, 2015.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

ATTEST:

Julie K. Bower, Town Clerk

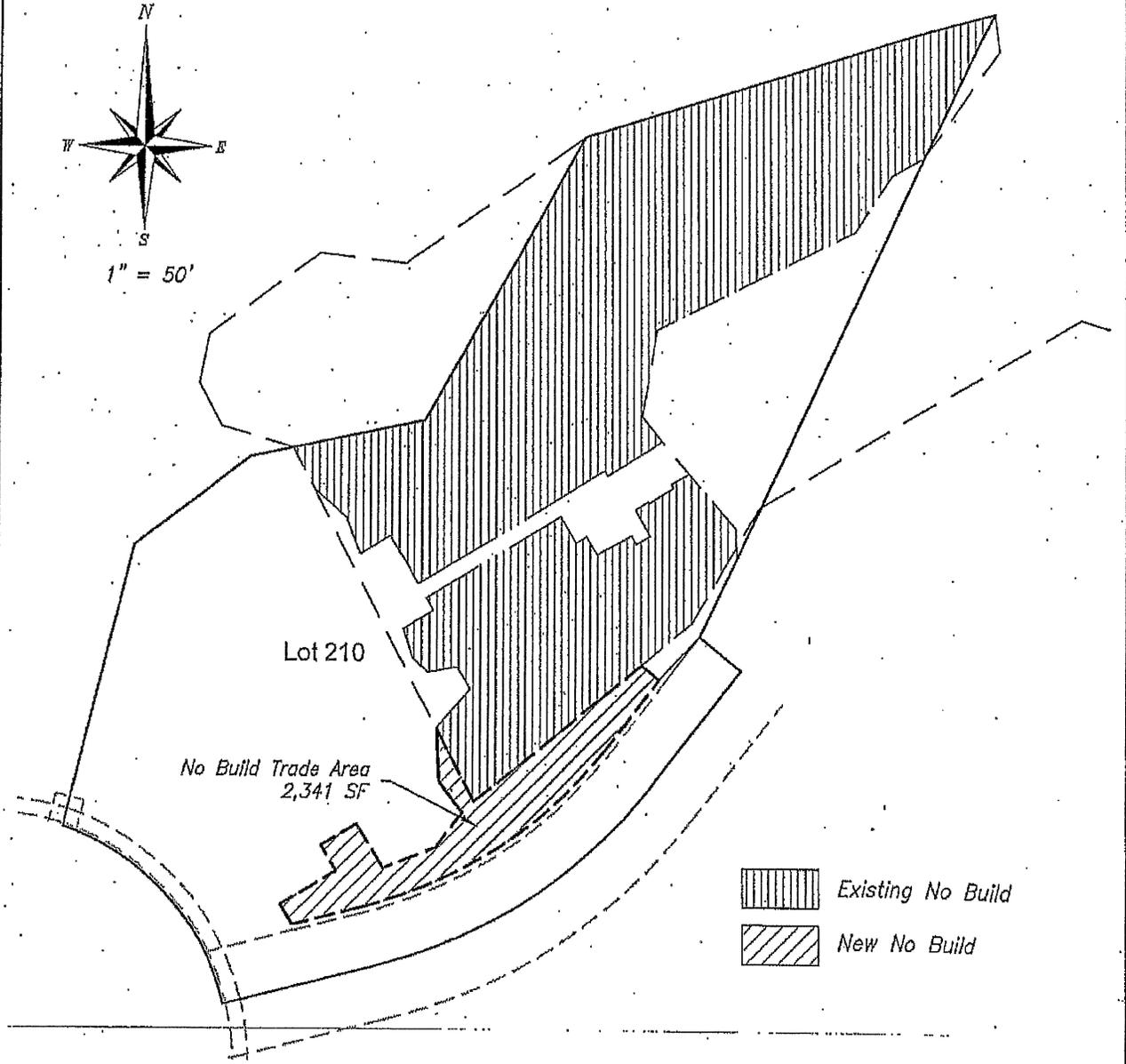
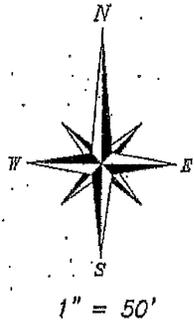
Date: _____

Date: _____

EXHIBIT "A"

1. The exterior walkway between the primary structure and accessory structure shall be designed to be cantilevered above the ground so as to not impede free movement of wildlife species, particularly reptilian species, between the existing rock outcroppings.

EXHIBIT "B"



-  Existing No Build
-  New No Build

No Build Trade Area Calculation

Trade Area	= 2,341 SF
Area of Encroachment	= 1,988 SF
Additional No Build Area	= 353 SF

New No Build No Build Area - Trade Calculation
Lot 210 Stone Canyon II as Recorded in
Book 53 of Maps and Plats at Page 48,
Pima County, Arizona

Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION

JOB NO. 14167

August 25, 2015

Abandoned No-Build Area

Abandonment of a portion of the No-Build Area over Lot 210, of Stone Canyon II as recorded in Book 53 of Maps and Plats at Page 48, Pima County, Arizona described as follows:

Commencing at the northeasterly most corner of said Lot 210 Stone Canyon II as recorded in Book 53 of Maps and Plats at Page 48, Pima County, Arizona;

Thence South $25^{\circ}57'15''$ West a distance of 146.30 feet;

Thence South $61^{\circ}13'12''$ West a distance of 46.24 feet to the **POINT OF BEGINNING**;

Thence South $61^{\circ}13'12''$ West a distance of 7.02 feet;

Thence South $25^{\circ}59'34''$ East a distance of 1.48 feet;

Thence South $58^{\circ}56'36''$ West a distance of 10.24 feet;

Thence North $21^{\circ}21'11''$ West a distance of 0.69 feet;

Thence South $57^{\circ}43'51''$ West a distance of 5.01 feet;

Thence South $30^{\circ}18'15''$ East a distance of 10.02 feet;

Thence South $60^{\circ}00'19''$ West a distance of 5.52 feet;

Thence North $32^{\circ}33'56''$ West a distance of 3.25 feet;

Thence South $61^{\circ}30'03''$ West a distance of 13.34 feet;

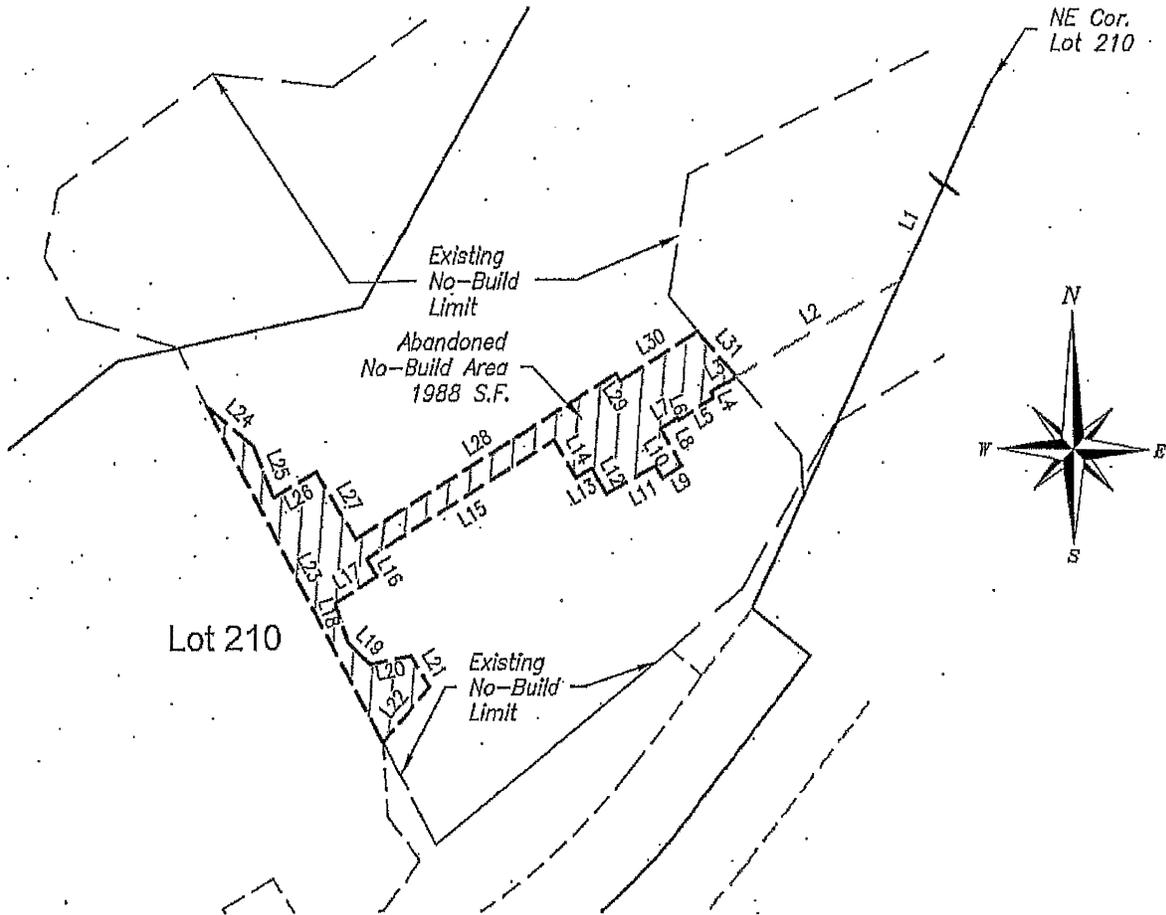
Thence North $31^{\circ}17'21''$ West a distance of 6.92 feet;

Thence South $59^{\circ}46'11''$ West a distance of 4.33 feet;

Thence North $31^{\circ}03'24''$ West a distance of 10.32 feet;

Thence South 58°56'36" West a distance of 53.50 feet;
Thence South 31°03'24" East a distance of 4.82 feet;
Thence South 58°12'16" West a distance of 11.96 feet;
Thence South 18°09'11" East a distance of 9.74 feet;
Thence South 45°53'06" East a distance of 7.44 feet;
Thence North 78°53'26" East a distance of 10.02 feet;
Thence South 31°25'48" East a distance of 8.59 feet;
Thence South 40°51'12" West a distance of 17.43 feet;
Thence North 27°41'19" West a distance of 89.67 feet;
Thence South 49°52'56" East a distance of 14.41 feet;
Thence South 20°59'46" East a distance of 12.66 feet;
Thence North 61°25'59" East a distance of 11.88 feet;
Thence South 31°04'25" East a distance of 18.48 feet;
Thence North 58°57'01" East a distance of 74.12 feet;
Thence South 32°50'48" East a distance of 2.00 feet;
Thence North 58°55'13" East a distance of 22.25 feet;
Thence South 41°17'29" East a distance of 14.15 feet to the **POINT OF BEGINNING**;





LINE	BEARING	DISTANCE
L1.	S 25°57'15" W.	146.30'
L2.	S 61°13'12" W	46.24'
L3	S 61°13'12" W	7.02'
L4	S 25°59'34" E	1.48'
L5	S 58°56'36" W	10.24'
L6	N 21°21'41" W	0.69'
L7	S 57°43'51" W	5.01'
L8	S 30°18'15" E	10.02'
L9	S 60°00'19" W	5.52'
L10	N 32°33'56" W	3.25'
L11	S 61°30'03" W	13.34'
L12	N 31°17'21" W	6.92'
L13	S 59°46'11" W	4.33'
L14	N 31°03'24" W	10.32'
L15	S 58°56'36" W	53.50'
L16	S 31°03'24" E	4.82'

L17	S 58°12'16" W	41.96'
L18	S 18°09'11" E	9.74'
L19	S 45°53'06" E.	7.44'
L20	N 78°53'26" E	10.02'
L21	S 31°25'48" E	8.59'
L22	S 40°51'12" W	17.43'
L23	N 27°41'19" W	89.67'
L24	S 49°52'56" E	14.41'
L25	S 20°59'46" E	12.66'
L26	N 61°25'59" E	11.88'
L27	S 31°04'25" E	18.48'
L28.	N 58°57'01" E	74.12'
L29	S 32°50'48" E	2.00'
L30	N 58°55'13" E	22.25'
L31	S 41°17'29" E	14.15'



Abandoned No Build Area
 Lot 210 Stone Canyon II as Recorded in
 Book 53 of Maps and Plats at Page 48,
 Pima County, Arizona

Arrow Land Survey, Inc.
 3121 E. KLEINDALE RD. PHONE(520)881-2155
 TUCSON, AZ. 85716 FAX(520)881-2466
 LAND SURVEYING
 CONSTRUCTION STAKING

Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION

JOB NO. 14167

September 2, 2015

New No-Build Area

No-Build Area over a portion of Lot 210, of Stone Canyon II as recorded in Book 53 of Maps and Plats at Page 48, Pima County, Arizona described as follows:

Commencing at the northeasterly most corner of said Lot 210 Stone Canyon II as recorded in Book 53 of Maps and Plats at Page 48, Pima County, Arizona;

Thence South $25^{\circ}57'15''$ West, upon the easterly line of said Lot 210, a distance of 231.21 feet to an angle point in said line;

Thence South $43^{\circ}56'10''$ West a distance of 20.21 feet to the **POINT OF BEGINNING**;

Thence South $38^{\circ}15'29''$ West a distance of 28.90 feet to a point of tangent curve having a radius of 15.00 feet;

Thence upon said curve to the right through a central angle of $37^{\circ}50'41''$ an arc length of 53.14 feet;

Thence South $76^{\circ}04'00''$ West a distance of 22.22.72 feet;

Thence North $31^{\circ}09'37''$ West a distance of 7.79 feet;

Thence North $59^{\circ}03'46''$ East a distance of 21.90 feet;

Thence North $31^{\circ}52'09''$ West a distance of 9.96 feet;

Thence North $59^{\circ}37'11''$ East a distance of 13.90 feet;

Thence South $32^{\circ}22'45''$ East a distance of 17.23 feet;

Thence North $68^{\circ}23'48''$ East a distance of 18.79 feet;

Thence North $37^{\circ}15'58''$ East a distance of 14.77 feet;

Thence North $37^{\circ}04'36''$ West a distance of 13.22 feet;

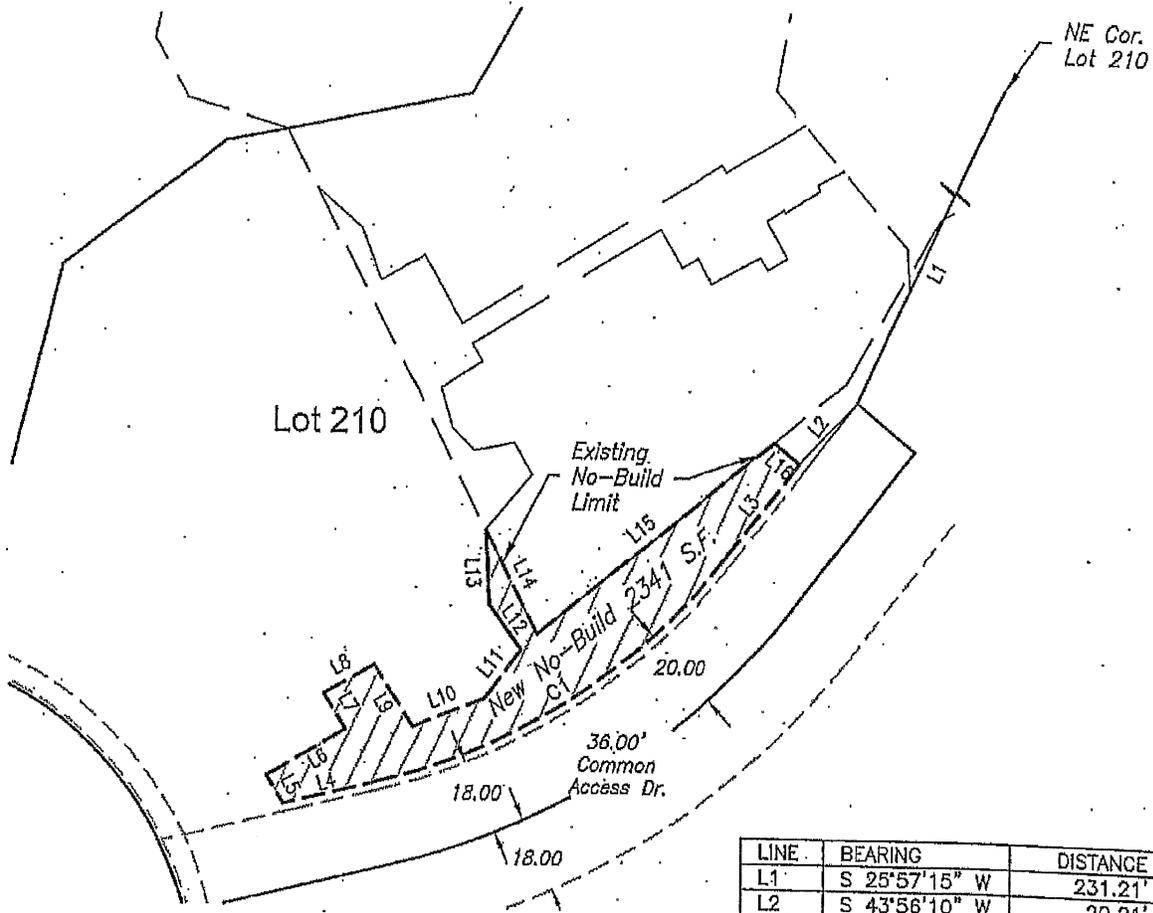
Thence North $02^{\circ}59'38''$ West a distance of 17.63 feet;

Thence South $27^{\circ}41'19''$ East a distance of 27.46 feet;

Thence North $51^{\circ}08'13''$ East a distance of 73.54 feet;

Thence South $51^{\circ}51'45''$ East a distance of 7.84 feet to the **POINT OF BEGINNING**;





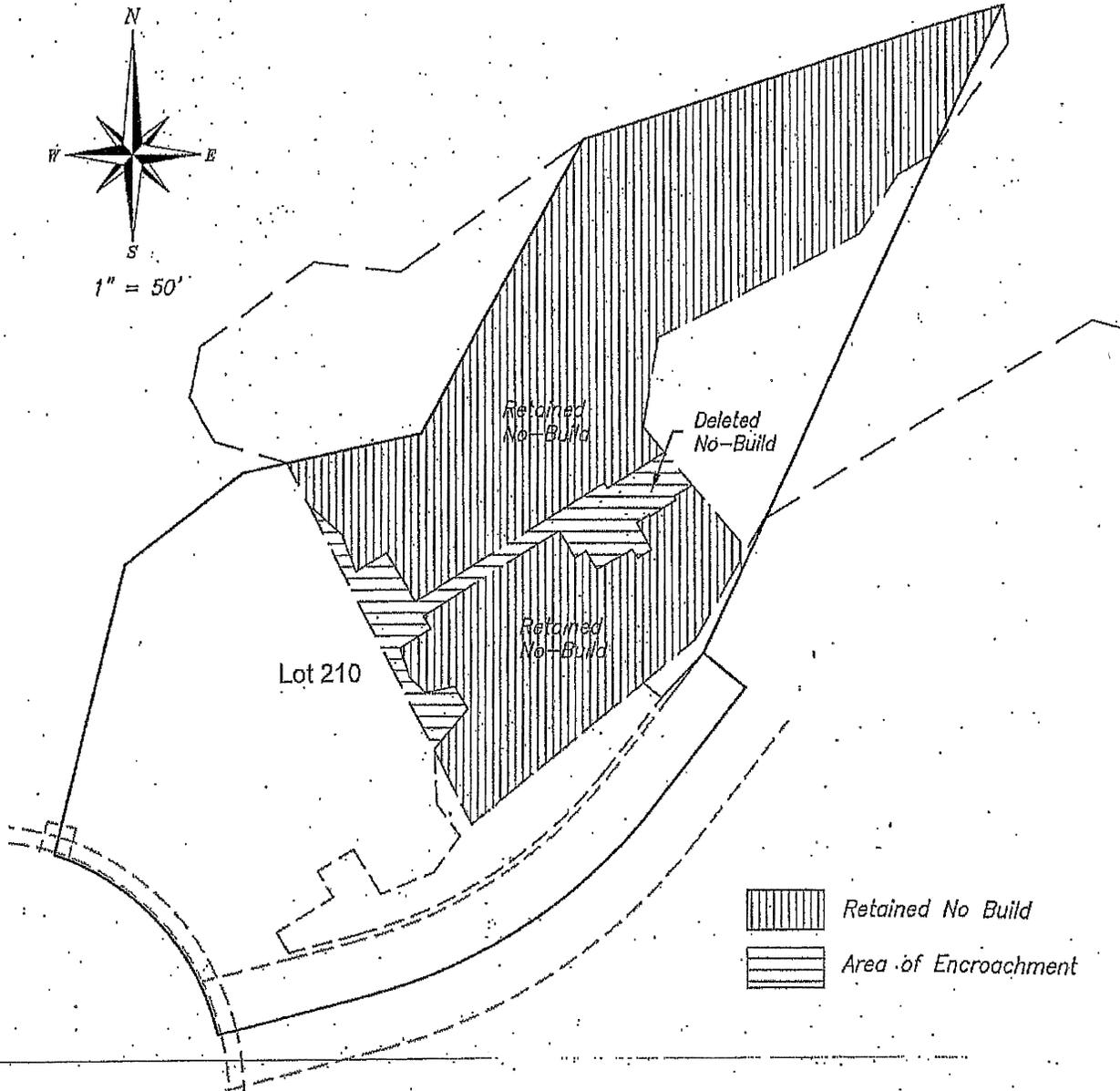
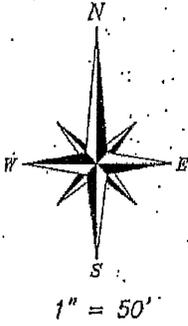
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT
C1	155.00'	102.38'	37°50'41"	53.14'

LINE	BEARING	DISTANCE
L1	S 25°57'15" W	231.21'
L2	S 43°56'10" W	20.21'
L3	S 38°15'29" W	28.90'
L4	S 78°04'00" W	22.72'
L5	N 31°09'37" W	7.79'
L6	N 59°03'46" E	21.90'
L7	N 31°52'09" W	9.96'
L8	N 59°37'11" E	13.90'
L9	S 32°22'45" E	17.23'
L10	N 68°23'48" E	18.79'
L11	N 37°15'58" E	14.77'
L12	N 37°04'36" W	13.22'
L13	N 02°59'38" W	17.63'
L14	S 27°41'19" E	27.46'
L15	N 51°08'13" E	73.54'
L16	S 51°51'45" E	7.84'



New No Build Area
 Lot 210 Stone Canyon II as Recorded in
 Book 53 of Maps and Plats at Page 48,
 Pima County, Arizona

Arrow Land Survey, Inc.
 3121 E. KLEINDALE RD. PHONE(520)881-2155
 TUCSON, AZ. 85718 FAX(520)881-2466
 LAND SURVEYING
 CONSTRUCTION STAKING



No Build Trade Area Calculation

Area of Encroachment = 1,988 SF
 Retained No-Build = 20,456 SF
 Total No Build Area (per plat) = 22,444 SF

No Build Area Display
 Lot 210 Stone Canyon II as Recorded in
 Book 53 of Maps and Plats at Page 48,
 Pima County, Arizona



- A - RELOCATE EXISTING SAGUARO ON SITE
- B - PRESERVE EXISTING SAGUARO IN PLACE

SPECIAL NOTE:

- 1) THE EXTERIOR WALKWAY CONNECTING THE ACCESSORY BUILDING SHALL BE DESIGNED TO BE OPEN TO THE AIR AND CANTILEVERED ABOVE THE GROUND TO ALLOW FREE MOVEMENT OF WILDLIFE SPECIES BETWEEN ALL NATURAL ROCK OUTCROPPINGS
- 2) APPROVAL OF THE NO-BUILD TRADED AREA DOES NOT INDICATED ANY APPROVAL OF PROPOSED RESIDENCE.

ZONING REQUIREMENTS
 EXISTING ZONING: RANCHO VISTOSO P.A.D.
 JURISDICTION: ORO VALLEY

FRONT SETBACK	30 FEET
SIDE SETBACK	20 FEET
REAR SETBACK	40 FEET

TOWN OF ORO VALLEY CASE NO.: OVI500854

TRADE AREA > PLAT CHANGE

GRADABLE AREA
 TOTAL LOT SIZE = 46,968 S.F. (1.0 ACRES)
 ALLOWABLE GRADE ABLE AREA = 20,000 SQ. FT.
 AREA NOT INCLUDING DRIVEWAY
 PER NOTE 29 OF BOOK 52 PAGE 27-1
 FOR STONE CANYON II
 PROPOSED TRADE OF 10% OF 20,000 SQ. FT.
 = 2,000 SQ. FT.



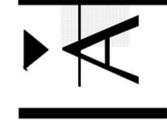
REVISION TO PLAT

SCALE: 1" = 20'-0"

Lot 210, Stone Canyon II, as Recorded in Book 53 of Maps and Plats at Page 48, Located in Section 15, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona

The Howard Residence

Lot #210 of Stone Canyon
 14555 N Blazing Canyon Dr.
 Oro Valley, Arizona 85755



Kevin B. Howard
ARCHITECTS
 Design + Build

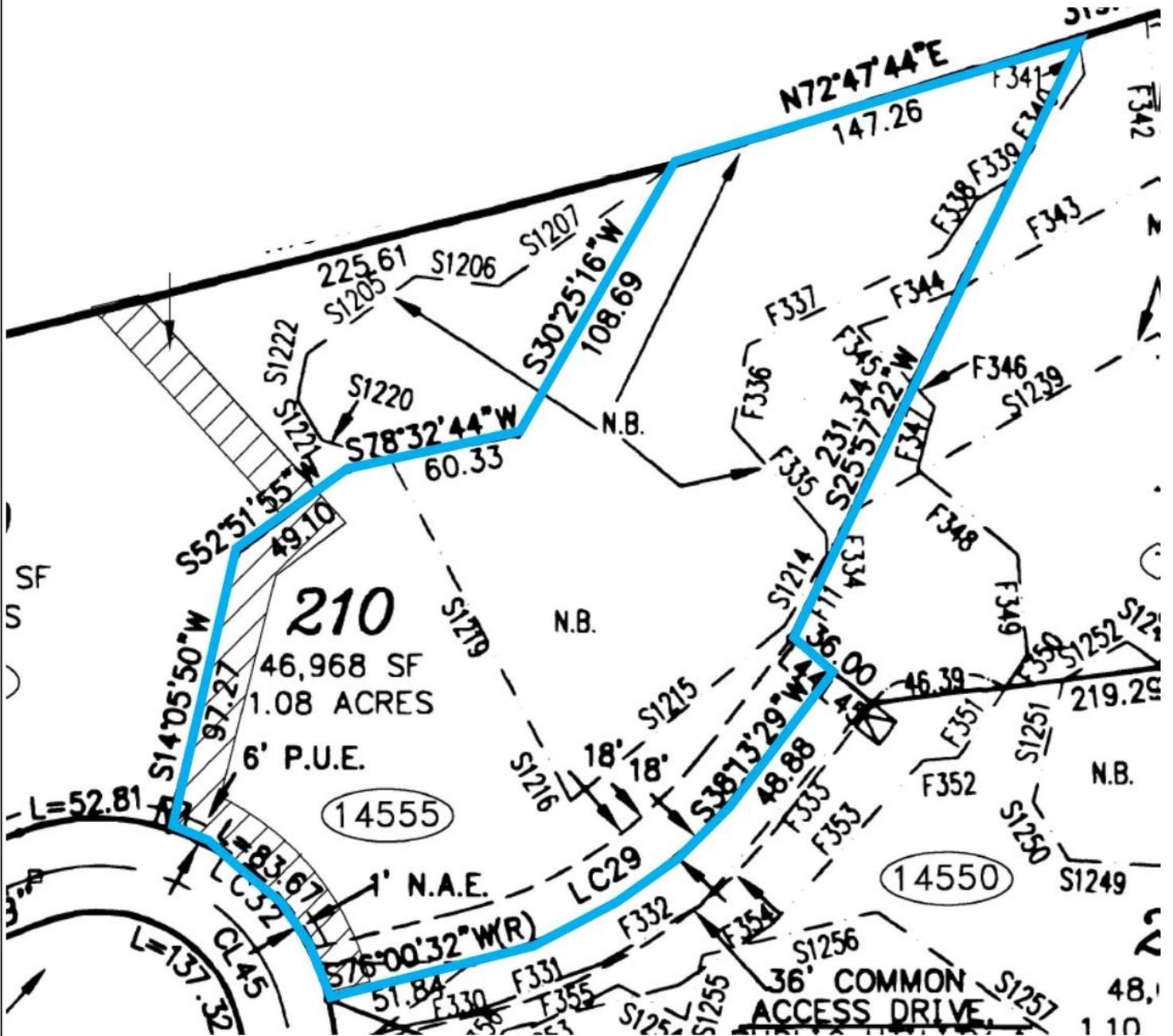
8339 North Oracle Rd., Suite 110
 Oro Valley, Arizona 85704
 Phone 520.322.6800
 Fax 520.322.6812
 www.kbharchitect.com

THESE DRAWINGS ESTABLISH THE GENERAL STANDARDS OF QUALITY AND DETAIL FOR DEVELOPING A CONSTRUCTION CONTRACT. ALL INFORMATION ON THESE DRAWINGS ARE THE PROPERTY OF KBH ARCHITECTS AND ARE INTENDED FOR THIS PROJECT ONLY. © 2015 KEVIN B. HOWARD ARCHITECTS, INC. ALL RIGHTS RESERVED.

Job: 2014-05
 Date: 5.28.2015
 REVISIONS:

Drawn By: J. E. Brown
 Checked By: J. E. Brown

A1.0



LOT 210
STONE CANYON II FINAL PLAT
 STONE CANYON LOT 210 AMENDED FINAL PLAT
 (OV15000854)



Town Council Regular Session

Item # 2.

Meeting Date: 10/07/2015
Submitted By: Philip Saletta, Water
Department: Water

Information

SUBJECT:

DISCUSSION REGARDING ORO VALLEY'S ASSURED WATER SUPPLY, FUTURE WATER DEMANDS AND RESOURCES TO MEET FUTURE GROWTH NEEDS INCLUDING CAP, RENEWABLE SUPPLIES AND RECHARGE

RECOMMENDATION:

This is an informational item and there are no staff recommendations.

EXECUTIVE SUMMARY:

This item was placed on the agenda by Vice Mayor Waters and Councilmember Snider. The Water Utility will make a presentation to Council that includes the following items:

Oro Valley's Water Supply Portfolio
Colorado River Conditions
Development of Our Renewable Water
Future Growth and Demands
Long-Term Planning

BACKGROUND OR DETAILED INFORMATION:

Council has requested this item be placed on the Council agenda. The Water Utility will make a presentation on the status of our water supply and planning for growth. The presentation will include a description of our diverse water supply and the steps that Oro Valley has taken to develop its renewable water and protect and preserve our groundwater.

The condition of the Colorado River will be discussed with respect to drought and shortages. In addition to the steps Oro Valley has taken, many water providers and the Arizona Water Banking Authority have stored Colorado River water in aquifers to be available for delivery in the future to mitigate shortages. The Water Utility has looked at our future water demands specifically for the current water service area, and there is adequate supply to provide water to new customers. Long-term planning will continue to evaluate alternatives to meet the demands of growth beyond the current water service area.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A



Town Council Regular Session

Item # 3.

Meeting Date: 10/07/2015
Requested by: Councilmember Garner & Councilmember Burns
Submitted By: Mike Standish, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF TO RE-EVALUATE GOLF REVENUE PROJECTIONS BASED ON RECENTLY RELEASED HILTON NUMBERS

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Councilmember Garner and Councilmember Burns requested that this item be placed on the agenda for discussion and possible action.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to...
