



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

Subject: Mayor and Council Report: Summary of Current  
Events (City Wide)

Page 1 of 1

In accordance with provisions of the State Open Public Meeting Law, this item is listed on the agenda in order to allow the Mayor and Council an opportunity to present a brief summary of current events. Pursuant to the provisions of A.R.S. Section 38-431.02, the Mayor and Council may not propose, discuss, deliberate or take action at the meeting on any matter in this summary unless the specific matter is properly noticed for legal action.

Respectfully submitted,

Michael J. Ortega, P.E.  
City Manager

MJO/RWR:bf

NOV17-15-421



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

Subject: City Manager's Report: Summary of Current Events  
(City Wide)

Page 1 of 1

In accordance with provisions of the State Open Public Meeting Law, this item is listed on the agenda in order to allow the City Manager an opportunity to present a brief summary of current events. Pursuant to the provisions of A.R.S. Section 38-431.02, the Mayor and Council may not propose, discuss, deliberate or take action at the meeting on any matter in the Manager's summary unless the specific matter is properly noticed for legal action.

Respectfully submitted,

Michael J. Ortega, P.E.  
City Manager

MJO/RWR:bf

NOV17-15-422



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

Subject: Liquor License Applications (City Wide)

Page: 1 of 2

City Manager's Office Recommendation - It is recommended that the applications be forwarded to the Arizona State Liquor Board for approval, or other action as shown on Attachment(s) C, D and E.

Background – In the City's administration of liquor license applications there are seven principal phases. Each is established in accordance with the laws of the State of Arizona and the City of Tucson. These phases include:

- 1) Receipt of the application from the State Liquor Department;
- 2) Payment of the City's application fee;
- 3) Posting of the Application at the proposed site, and completion of twenty day protest period;
- 4) Preparation of City Departmental reports;
- 5) Development of the City Manager's recommendation;
- 6) Action by the Mayor and Council; and
- 7) Forwarding of the Mayor and Council's recommendation to the State Liquor Board.

Status of Applications Scheduled for Today's/Tonight's Meeting – The applications listed on Attachment(s) C, D and E are in phase 6 above, have complied with each of the following requirements, and are forwarded to the Mayor and Council with a staff recommendation as shown. More specific information on each of these items, as they relate to a particular application, is available from the City Clerk:

- 1) Each application listed has been filed with the State Liquor Department and released to the City of Tucson for additional processing.
- 2) The City's application fee has been paid. These fees are set by Section 19-53 of the Tucson Code and are as follows: New application; Person to person transfer, Location transfer, Person & Location transfer \$1,636; Agent Change/Acquisition of Control/Restructure \$463 and Special Event fees based on the number of attendees and late fees when applicable. There are no fees for Sampling Privileges.
- 3) Each application has been posted at the proposed location for the required twenty days, and protests or approvals received by the City Clerk are attached.
- 4) The Police Department has reviewed each application. State law requires that no license shall be issued to any person who: (a) Within one year has violated any provision of a liquor license or had a liquor license revoked; or (b) Within five years of the date of application has been convicted of a felony involving moral turpitude.
- 5) The Revenue Division/Investigation Section has reviewed each application and found no schools within 300 feet. Any delinquent tax information is listed.
- 6) Planning & Development Services Department has reviewed to determine whether zoning is proper.

NOV17-15-437

- 7) Special Event Liquor License Applications: These are processed in much the same manner as the other applications, except that there are no posting or protest period requirements, and no school location restrictions. These licenses permit the sale of all spirituous liquor for consumption on the licensed premises. They can be issued only to: (1) a political party or campaign committee; (2) an organization formed for a specific charitable or civic purpose; (3) a fraternal organization in existence for over five years with a regular membership; or (4) a religious organization. Each organization is limited to ten days per calendar year. The State places primary emphasis on the City's recommendation in deciding whether or not to issue these licenses.
- 8) Other: If the governing body needs additional information prior to making its decision, State law provides that, "In all proceedings before the governing body of a city ... the applicant bears the burden of showing that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license."

Respectfully submitted,



Michael J. Ortega, P.E.  
City Manager

MJO:RWR:ds  
City Clerk

Attachment(s): (7)

- A) Definitions of Series Numbers
- B) Arizona Laws and Regulations relating to Alcoholic Beverages
- C) Table of Contents/Liquor License Series Application(s)
- D) Special Events
- E) Agent Changes
- F) Department Reports
- G) Written Argument in Support Filed

## LIQUOR LICENSE SERIES NUMBER DEFINITIONS

### SERIES

### DEFINITIONS

- 
- |      |  |
|------|--|
| 1    | <b>In-state Producer</b> , all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.   |
| 2    | <b>Out-of-state Producer</b> , all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.   |
| 3    | <b>In-state Microbrewery</b> , less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.  |
| 4    | <b>Wholesaler</b> , all spirituous liquor, purchased from in- and out-of-state Arizona-licensed producers, may sell to Arizona-licensed retailers.   |
| 5    | <b>Government</b> , all spirituous liquor, may sell to patrons to consume on premises.   |
| 6    | <b>Bar</b> , all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.   |
| 7    | <b>Beer and wine bar</b> , beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.  |
| 8    | <b>Conveyance</b> , all spirituous liquor, airplane, train, boat, may sell to patrons to consume on premises.  |
| 9    | <b>Liquor Store</b> , all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.  |
| 9WS  | <b>Liquor store</b> license with sampling privileges application included.   |
| 9S   | <b>Liquor store</b> , all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.   |
| 10   | <b>Beer and Wine Store</b> , beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.  |
| 10WS | <b>Beer and wine store</b> license with sampling privileges application included.  |
| 10S  | <b>Beer and wine store</b> , beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.   |
| 11   | <b>Hotel/Motel w/Restaurant</b> , all spirituous liquor, may sell to patrons to consume on premises.   |
| 12   | <b>Restaurant</b> , all spirituous liquor, may sell to patrons to consume on premises.   |
| 13   | <b>In-state Farm Winery</b> , wine produced on-premises & by other domestic farm wineries, unlimited on- and off-sale.   |
| 14   | <b>Private Club</b> , all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.   |
| 15   | <b>Special Event</b> , all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.   |
| 18   | <b>In-state Craft Distillery</b> , less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona-licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On- and off-sale retail privileges on licensed premise. |

**Arizona Laws and Regulations Relating to  
Granting a (Liquor) License for a Certain Location  
(pursuant to Arizona Revised Statute 4-201 (I))**

- \* Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:
1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
  2. The number and series of licenses in close proximity.
  3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
  4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
  5. Residential and commercial population density in close proximity.
  6. Evidence concerning the nature of the proposed business, its potential market and its likely customers.
  7. Effect on vehicular traffic in close proximity.
  8. The compatibility of the proposed business with other activity in close proximity.
  9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
  10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the board.
  11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.
  12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

Entertainment District Exemption permits the governing body to approve an exemption from the distance restrictions applicable to a church or public or private school for a retailer's liquor license.

- \* Excerpt from Arizona Administrative Code relating to Alcoholic Beverages, Title 19, Chapter 1, Article 1, Section R19-1-102.

## ITEM #5

### LIQUOR LICENSE APPLICATIONS

MAYOR AND COUNCIL MEETING

November 17, 2015

<b>NEW LICENSE(S)</b>	<b>WARD</b>	<b>PAGE #</b>
Hooters, 7280 E. Broadway Blvd.	6	1
Tenx Cafe, 2727 N. Fairview Ave.	3	2
Best Western Hotel Tucson Airport, 6801 S. Tucson Blvd.	5	3
<b>PERSON TRANSFER(S)</b>		
Ramada Inn & Suites Foothills, 6944 E. Tanque Verde Rd.	2	4
<b>SPECIAL EVENT(S)</b>		
Congregation Anshei Israel, 5550 E. 5th St.	6	5
La Fiesta de Los Vaqueros, 4801 S. 6th Ave.	5	6
Tucson Botanical Gardens, 2150 N. Alvernon Way	6	7
Tucson Botanical Gardens, 2150 N. Alvernon Way	6	7
BICAS, 1122 N. Stone Ave.	3	8
System Coalition, 33 S. 5th Ave.	6	8
Arthritis Foundation, 900 S. Randolph Way	6	9
<b>AGENT CHANGE/ACQUISITION OF CONTROL/RESTRUCTURE</b>		
Dorado Country Club, 6601 E. Speedway Blvd.	2	10
Vudu Lounge, 110/112 E. Congress St.	6	11
Zen, 121 E. Congress St.	6	12

## ITEM #5 (b - Liquor License Series Application(s))

(1)	<u>Series Definition</u>	<u>Establishment</u>	<u>Ward</u>
	New License	Hooters	2
	Series #12	7280 E. Broadway Blvd.	
	<b>City Application #</b>	<b>73-15</b>	
	<b>Applicant:</b>	<b>H. J. Lewkowitz</b>	

This is an application for a Series #12 (Restaurant) liquor license. Arizona State Application #12104385.

The sixty-day limit for processing this application is October 9, 2015.

### Staff Recommendation:

<b>Police Department:</b>	In Compliance
<b>Development Services:</b>	C-2 Zoning - In Compliance
<b>Revenue Investigations:</b>	In Compliance

Per A.R.S. 4-207-B; not researched for any church or school within 300 ft.

Liquor Licenses within 1-mile radius:

- Series #06 - 07
- Series #07 - 02
- Series #09 - 05
- Series #10 - 05 (1 Pending)
- Series #11 - 01
- Series #12 - 11 (2 Pending)

TOTAL: 31

Other Business Licenses operated by applicant: 15

**Public Opinion:** Written Argument in Support Filed

NOTE: State law provides that for a new license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license". (A.R.S. Section 4-201)

(2)	<u>Series Definition</u> New License Series #12	<u>Establishment</u> Tenx Cafe 2727 N. Fairview Ave.	<u>Ward</u> 3
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City Application # Applicant:	83-15 Theresa June Morse
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This is an application for a Series #12 (Restaurant) liquor license. Arizona State Application #12104392.

The sixty-day limit for processing this application is November 23, 2015.

**Staff Recommendation:**

<b>Police Department:</b>	In Compliance
<b>Development Services:</b>	I-1 Zoning - In Compliance
<b>Revenue Investigations:</b>	In Compliance
	Per A.R.S. 4-207-B; not researched for any church or school within 300 ft.
	Liquor Licenses within 1-mile radius:
	Series #03 - 01 (Pending)
	Series #04 - 01
	Series #06 - 10
	Series #09 - 04
	Series #10 - 13 (1 Inactive, 1 Pending)
	Series #12 - 05 (1 Pending)
	Series #14 - 01

TOTAL: 35

Other Business Licenses operated by applicant: 1

**Public Opinion:** None

NOTE: State law provides that for a new license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license". (A.R.S. Section 4-201)

(3)	<u>Series Definition</u> New License Series #11	<u>Establishment</u> Best Western Hotel Tucson Airport 6801 S. Tucson Blvd.	<u>Ward</u> 5
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City Application # Applicant:	84-15 Kevin Arnold Kramber
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This is an application for a Series #11 (Hotel-motel) liquor license. Arizona State Application #11103092.

The sixty-day limit for processing this application is November 23, 2015.

**Staff Recommendation:**

<b>Police Department:</b>	In Compliance
<b>Development Services:</b>	P-1/I-1 Zoning - In Compliance
<b>Revenue Investigations:</b>	In Compliance
	Per A.R.S. 4-207-B; not researched for any church or school within 300 ft.
	Liquor Licenses within 1-mile radius:
	Series #06 - 04
	Series #07 - 04
	Series #08 - 04
	Series #09 - 01
	Series #10 - 02
	Series #11 - 04
	Series #12 - 01

TOTAL: 20

Other Business Licenses operated by applicant: 34

**Public Opinion:** None

NOTE: State law provides that for a new license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license". (A.R.S. Section 4-201)

(4)	<u>Series Definition</u> Person Transfer Series #7	<u>Establishment</u> Ramada Inn & Suites Foothills 6944 E. Tanque Verde Rd.	<u>Ward</u> 2
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City Application #	85-15
Applicant:	Kevin Arnold Kramber

This is an application for a Series #7 (Beer and wine bar) liquor license. Arizona State Application #07100330.

The sixty-day limit for processing this application is November 26, 2015.

**Staff Recommendation:**

<b>Police Department:</b>	In Compliance
<b>Development Services:</b>	C-1 Zoning - In Compliance
<b>Revenue Investigations:</b>	In Compliance
	No church or school within 300 ft.
	Liquor Licenses within 1-mile radius:
	Series #06 - 07 (1 Inactive)
	Series #07 - 06
	Series #09 - 06
	Series #10 - 03
	Series #12 - 17
	Series #13 - 01
	Series \$14 - 02

TOTAL: 42

Other Business Licenses operated by applicant: 34

**Public Opinion:** None

NOTE: State law provides that for a person to person transfer, Mayor and Council may consider the applicant's capability, qualifications and reliability. (A.R.S. Section 4-203)

## ITEM #5 (c - Special Events)

Series Definition SE-Special Event License for temporary sale of all liquors.

- (1) Ward                      Applicant Name                      Event Location  
6                                      Robert V. Dietz                      5550 E. 5th St.
- Congregation Anshei Israel**  
   (Holiday Fun)
- Application #T136-15                      Day/Date/Time  
      Saturday, December 5, 2015  
      8:00 p.m. - 10:30 p.m.
- Organizations & Individuals Receiving Proceeds:  
   Congregation Anshei Israel                      100%
- Staff Recommendation  
   Police Department: In Compliance  
   Development Services: C-1/R-1 Zoning - In Compliance
- Public Opinion:**                      None

ATTACHMENT D

(2) Ward  
5

Applicant Name  
Gary G. Williams

Event Location  
4801 S. 6th Ave.

**La Fiesta de Los Vaqueros**  
(Annual Tucson Rodeo)

Application #T137-15

Day/Date/Time

Saturday, February 20, 2016  
11:00 a.m. - 8:00 p.m.  
Sunday, February 21, 2016  
11:00 a.m. - 8:00 p.m.  
Monday, February 22, 2016  
11:00 a.m. - 6:00 p.m.  
Tuesday, February 23, 2016  
11:00 a.m. - 6:00 p.m.  
Wednesday, February 24, 2016  
11:00 a.m. - 8:00 p.m.  
Thursday, February 25, 2016  
11:00 a.m. - 8:00 p.m.  
Friday, February 26, 2016  
11:00 a.m. - 8:00 p.m.  
Saturday, February 27, 2016  
11:00 a.m. - 8:00 p.m.  
Sunday, February 28, 2016  
11:00 a.m. - 8:00 p.m.

Organizations & Individuals Receiving Proceeds:

Tucson Rodeo Committee, Inc.	80%
Tucson Catalina Rotary Club	20%

Staff Recommendation

Police Department: In Compliance  
Development Services: C-2 Zoning - In Compliance  
Parks & Recreation: In Compliance

**Public Opinion:** None

(3) Ward  
6

Applicant Name  
Mary Ann Confrey

Event Location  
2150 N. Alvernon Way

**Tucson Botanical Gardens**  
(Annual Luminaria Nights)

Application #T138-15

Day/Date/Time  
Friday, December 4, 2015  
5:30 p.m. - 8:30 p.m.  
Saturday, December 5, 2015  
5:30 p.m. - 8:30 p.m.  
Sunday, December 6, 2015  
5:30 p.m. - 8:30 p.m.

**Organizations & Individuals Receiving Proceeds:**

Tucson Botanical Gardens 100%

**Staff Recommendation**

Police Department: In Compliance  
Development Services: R-1 Zoning - In Compliance

**Public Opinion:** None

(4) Ward  
6

Applicant Name  
Mary Ann Confrey

Event Location  
2150 N. Alvernon Way

**Tucson Botanical Gardens**  
(Annual Luminaria Nights)

Application #T139-15

Day/Date/Time  
Friday, December 11, 2015  
5:30 p.m. - 8:30 p.m.  
Saturday, December 12, 2015  
5:30 p.m. - 8:30 p.m.  
Sunday, December 13, 2015  
5:30 p.m. - 8:30 p.m.

**Organizations & Individuals Receiving Proceeds:**

Tucson Botanical Gardens 100%

**Staff Recommendation**

Police Department: In Compliance  
Development Services: R-1 Zoning - In Compliance

**Public Opinion:** None

(5) Ward  
3

Applicant Name  
Matthew Justin Harmon

Event Location  
1122 N. Stone Ave.

**BICAS**  
(Art Auction Fundraiser)

Application #T140-15

Day/Date/Time  
Friday, December 4, 2015  
6:00 p.m. - 10:00 p.m.  
Saturday, December 5, 2015  
6:00 p.m. - 9:00 p.m.

Organizations & Individuals Receiving Proceeds:  
BICAS 100%

Staff Recommendation  
Police Department: In Compliance  
Development Services: C-3 Zoning - In Compliance

**Public Opinion:** None

(6) Ward  
6

Applicant Name  
Cynthia Grace Smith

Event Location  
33 S. 5th Ave.

**System Coalition**  
(Fundraiser)

Application #T141-15

Day/Date/Time  
Saturday, December 5, 2015  
6:00 p.m. - 2:00 a.m.

Organizations & Individuals Receiving Proceeds:  
System Coalition 100%

Staff Recommendation  
Police Department: In Compliance  
Development Services: OCR-2 Zoning - In Compliance

**Public Opinion:** None

(7) Ward  
6

Applicant Name  
Laura Rolfe

Event Location  
900 S. Randolph Way

**Arthritis Foundation**  
(Jingle Bell Run/Walk for Arthritis)

Application #T143-15

Day/Date/Time  
Saturday, December 12, 2015  
8:00 a.m. - 11:00 a.m.

Organizations & Individuals Receiving Proceeds:  
Arthritis Foundation 100%

Staff Recommendation  
Police Department: In Compliance  
Development Services: R-1 Zoning - In Compliance  
Parks & Recreation: In Compliance

**Public Opinion:** None

## ITEM #5 (d - Agent Change/Acquisition of Control/Restructure)

(1)	<u>Series Definitions</u> Acquisition of Control Series #7	<u>Establishment</u> Dorado Country Club 6601 E. Speedway Blvd.	<u>Ward</u> 2
	City Application # Applicant:	AC23-15 Kevin Arnold Kramber	

This is an application for a Series #7 (Beer and wine bar) liquor license. Arizona State Application #07100102.

The sixty-day limit for processing this application is November 23, 2015.

### Staff Recommendation:

<b>Police Department:</b>	In Compliance
<b>Revenue Investigations:</b>	In Compliance

Other Business Licenses operated by applicant: 34

NOTE: The local governing body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. (A.R.S. Section 4-203.F)

ATTACHMENT E

(2)	<u>Series Definitions</u> Acquisition of Control Series #6	<u>Establishment</u> Vudu Lounge 110/112 E. Congress St.	<u>Ward</u> 6
	City Application # Applicant:	AC24-15 Kevin Arnold Kramber	

This is an application for a Series #6 (Bar) liquor license. Arizona State Application #06100184.

The sixty-day limit for processing this application is November 23, 2015.

**Staff Recommendation:**

<b>Police Department:</b>	In Compliance
<b>Revenue Investigations:</b>	In Compliance

Other Business Licenses operated by applicant: 34

NOTE: The local governing body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. (A.R.S. Section 4-203.F)

(3)	<u>Series Definitions</u> Acquisition of Control Series #6	<u>Establishment</u> Zen 121 E. Congress St.	<u>Ward</u> 6
	City Application # Applicant:	AC25-15 Kevin Arnold Kramber	

This is an application for a Series #6 (Bar) liquor license. Arizona State Application #06100146.

The sixty-day limit for processing this application is November 23, 2015.

**Staff Recommendation:**

<b>Police Department:</b>	In Compliance
<b>Revenue Investigations:</b>	In Compliance

Other Business Licenses operated by applicant:     34

NOTE: The local governing body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. (A.R.S. Section 4-203.F)



CITY OF TUCSON  
RECEIVED

15 SEP -4 AM 9:15

# MEMORANDUM

OFFICE OF THE  
CITY CLERK

DATE: September 1, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER: 73-15  
HOOTERS

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_

Not In Compliance

*SGT. Dan Spence #43004*  
APPROVING SUPERVISOR

ATTACHMENT F



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 NOV -6 PM 4:32

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** November 6, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Hooters

**BUSINESS ADDRESS:** 7280 East Broadway Boulevard

**APPLICATION NUMBER:** 73-15

**ZONING CLASSIFICATION:** C-2

**LIQUOR LICENSE SERIES:** 12

**LICENSE CLASSIFICATION:**

PERMANENT SERVICE LOCATION

PERMANENT EXTENSION OF PREMISE

TEMPORARY EXTENSION OF PREMISE

SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

\_\_\_\_\_

.....

THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

IN COMPLIANCE

NOT IN COMPLIANCE



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 AUG 21 PM 3:11

OFFICE OF THE  
CITY CLERK

DATE: August 20, 2015

*Rosemary Gonzales*

TO: Roger W. Randolph  
City Clerk

FROM: Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: Liquor License Application # 73-15

Hooters  
7280 E. Broadway Blvd  
Tucson, AZ 85710

Series # 12 (new)  
State Liquor License # 12104385

To: H. J. Lewkowitz, Agent  
Broadway Hooters, LP

1. This location is under construction.
  - a) H. J. Lewkowitz is listed on fifteen other City businesses.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section



# MEMORANDUM

TO: Roger W. Randolph  
City Clerk

DATE: August 20, 2015

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: INFORMATION MEMO ONLY

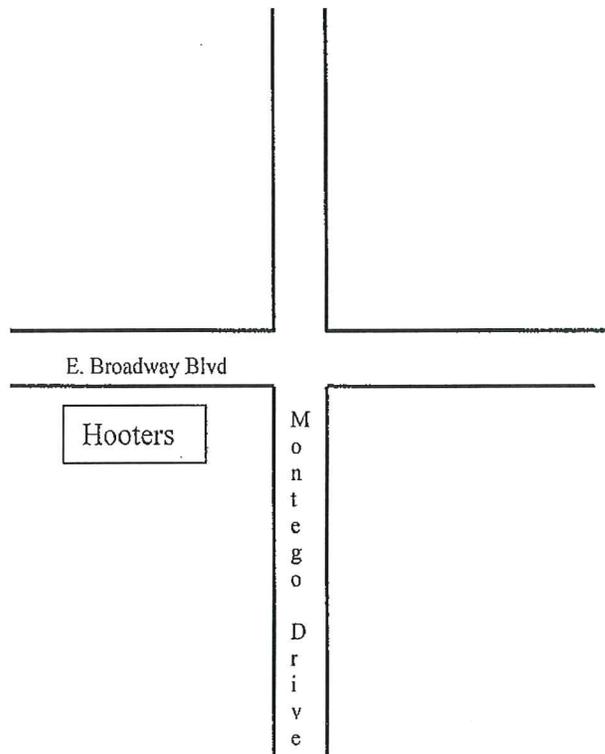
City Liquor License Application # 73-15

State Liquor License # 12104385

Hooters  
7280 E. Broadway Blvd  
Tucson, AZ 85710

1. A. Per A.R.S. 4-207-B; did not research church, public or private school building with kindergarten programs or any of grades one through twelve or fenced recreational area adjacent to such school building is located within 300 horizontal feet of the premises where the liquor license is to be located.  
  
B. The liquor license is not located in the entertainment district.
2. Number of liquor licenses on location: None
3. Thirty-one liquor license(s) are within a one mile radius of the subject property:

Series # 6---- 7  
Series # 7---- 2  
Series # 9---- 5  
Series #10---- 5 (1 Pending)  
Series #11---- 1  
Series #12---- 11 (2 Pending)



CITY OF TUCSON  
RECEIVED

15 OCT 15 AM 10:58

OFFICE OF THE  
CITY CLERK



# MEMORANDUM

DATE: October 8, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

83-15  
TENX CAFE

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_

Not In Compliance

\_\_\_\_\_  
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 30 AM 8:21

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 29, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Tenx Cafe

**BUSINESS ADDRESS:** 2727 North Fairview Avenue

**APPLICATION NUMBER:** 83-15

**ZONING CLASSIFICATION:** I-1

**LIQUOR LICENSE SERIES:** 12

**LICENSE CLASSIFICATION:**

PERMANENT SERVICE LOCATION

PERMANENT EXTENSION OF PREMISE

TEMPORARY EXTENSION OF PREMISE

SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

\_\_\_\_\_

.....  
THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

IN COMPLIANCE

NOT IN COMPLIANCE



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 26 AM 10:12

OFFICE OF THE  
CITY CLERK

DATE: October 22, 2015

TO: Roger W. Randolph  
City Clerk

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: Liquor License Application #83-15

Tenx Cafe  
2727 N. Fairview Avenue  
Tucson, AZ 85705

Series #12 (new)  
State Liquor License #12104392

To: Theresa June Morse, Agent  
Precision Shooting Equipment, Inc.

1. At this location, Tenx Cafe has City License # 3019614 for Business Privilege.
  - a) Theresa June Morse is listed on one other City business.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section



# MEMORANDUM

TO: Roger W. Randolph  
City Clerk

DATE: October 22, 2015

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: INFORMATION MEMO ONLY

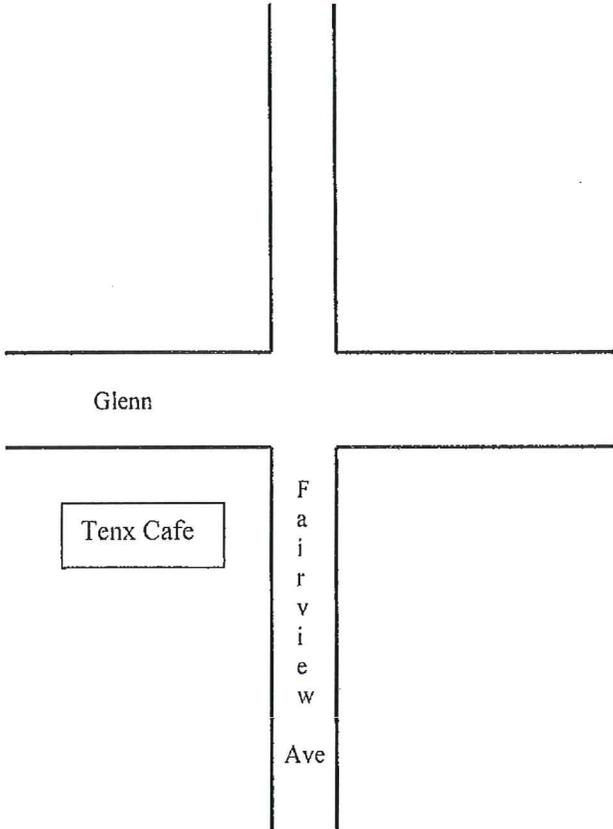
City Liquor License Application # 83-15

State Liquor License # 12104392

Tenx Cafe  
2727 N. Fairview Avenue  
Tucson, AZ 85705

1. A. Per A.R.S. 4-207-B; did not research church, public or private school building with kindergarten programs or any of grades one through twelve or fenced recreational area adjacent to such school building is located within 300 horizontal feet of the premises where the liquor license is to be located.  
  
B. The liquor license is not located in the entertainment district.
2. Number of liquor licenses on location: None
3. Thirty-five liquor license(s) are within a one mile radius of the subject property:

Series # 3---- 01 (pending)  
Series # 4---- 01  
Series # 6---- 10  
Series # 9---- 04  
Series #10---- 13 (1 inactive; 1 pending)  
Series #12---- 05 (1 pending)  
Series #14---- 01





CITY OF TUCSON  
RECEIVED

15 OCT 15 AM 10:59

# MEMORANDUM

OFFICE OF THE  
CITY CLERK

DATE: October 8, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

84-15  
BEST WESTERN HOTEL TUCSON AIRPORT

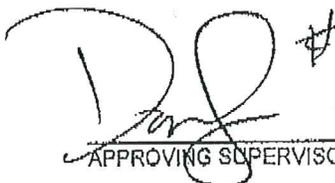
## THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_ Not In Compliance

 # 43004  
\_\_\_\_\_  
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT -6 AM 8:28

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 5, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Best Western Hotel Tucson Airport

**BUSINESS ADDRESS:** 6801 South Tucson Boulevard

**APPLICATION NUMBER:** 84-15

**ZONING CLASSIFICATION:** P-I / I-1

**LIQUOR LICENSE SERIES:** 11

**LICENSE CLASSIFICATION:**

PERMANENT SERVICE LOCATION

PERMANENT EXTENSION OF PREMISE

TEMPORARY EXTENSION OF PREMISE

SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

\_\_\_\_\_

.....

THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

IN COMPLIANCE

NOT IN COMPLIANCE



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 NOV -3 PM 3:20

OFFICE OF THE  
CITY CLERK

DATE: November 3, 2015

TO: Roger W. Randolph  
City Clerk

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: Liquor License Application # 84-15

Best Western Hotel Tucson Airport  
6801 S. Tucson Blvd.  
Tucson, AZ 85706

Series # 11 (new)  
State Liquor License # 11103092

To: Kevin Arnold Kramber, Agent  
HSL Airpot Hotel, LLC

1. At this location, Best Western Hotel Tucson Airport has City License # 3020527 for Business Privilege and Liquor Series # 11.
  - a) Kevin Arnold Kramber is listed on thirty-four other City businesses.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section

GT:br  
*gt*



# MEMORANDUM

DATE: November 3, 2015

TO: Roger W. Randolph  
City Clerk

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: INFORMATION MEMO ONLY

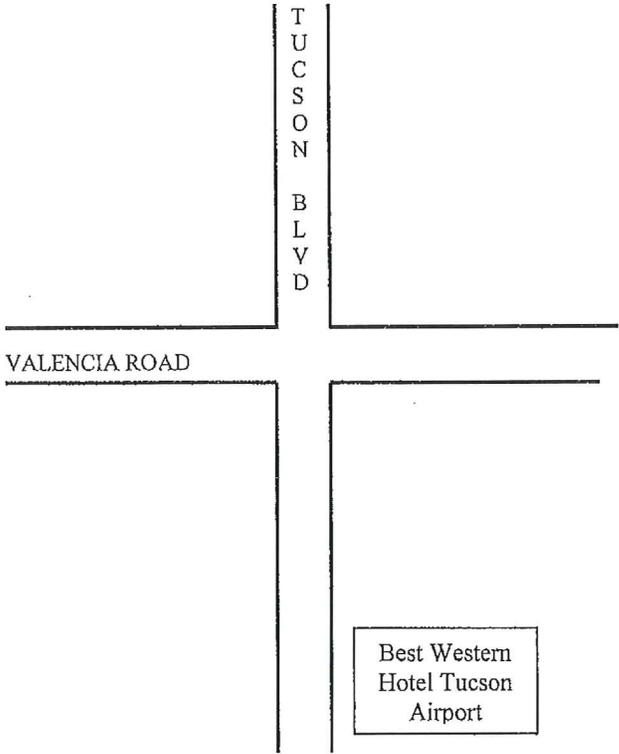
City Liquor License Application # 84-15

State Liquor License # 11103092

Best Western Hotel Tucson Airport  
6801 S. Tucson Blvd.  
Tucson, AZ 85706

1. A. Per A.R.S. 4-207-B; did not research church, public or private school building with kindergarten programs or any of grades one through twelve or fenced recreational area adjacent to such school building is located within 300 horizontal feet of the premises where the liquor license is to be located.  
  
B. The liquor license is not located in the entertainment district.
2. Number of liquor licenses on location: One (series 11)
3. Twenty liquor license(s) are within a one mile radius of the subject property:

Series # 6---- 4  
Series # 7---- 4  
Series # 8---- 4  
Series # 9---- 1  
Series #10---- 2  
Series #11---- 4  
Series #12---- 1



CITY OF TUCSON  
RECEIVED

15 OCT 15 AM 10:59



**MEMORANDUM** OFFICE OF THE  
CITY CLERK

DATE: October 8, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

85-15  
RAMADA INN & SUITES FOOTHILLS

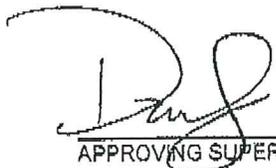
**THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:**

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_ Not In Compliance

 # 43004  
\_\_\_\_\_  
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT -6 AM 8:28

**To:** Roger W. Randolph  
City Clerk

OFFICE OF THE  
CITY CLERK

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 5, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Ramada Inn & Suites Foothills

**BUSINESS ADDRESS:** 6944 East Tanque Verde Road

**APPLICATION NUMBER:** 85-15

**ZONING CLASSIFICATION:** C-1

**LIQUOR LICENSE SERIES:** 7

**LICENSE CLASSIFICATION:**

PERMANENT SERVICE LOCATION

PERMANENT EXTENSION OF PREMISE

TEMPORARY EXTENSION OF PREMISE

SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

\_\_\_\_\_

.....  
THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

IN COMPLIANCE

NOT IN COMPLIANCE



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 23 PM 1:02

OFFICE OF THE  
CITY CLERK

DATE: October 21, 2015

*Rosemary Gonzales*

FROM: Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

TO: Roger W. Randolph  
City Clerk

SUBJECT: Liquor License Application # 85-15

Ramada Inn & Suites Foothills  
6944 E. Tanque Verde Road  
Tucson, AZ 85715

Series # 7 (person transfer)  
State Liquor License # 07100330

From: Kevin Arnold Kramber, Agent  
RFH Servicing, LLC  
Ramada Inn & Suites Foothills  
6944 E. Tanque Verde Road  
Tucson, AZ 85715

To: Kevin Arnold Kramber, Agent  
EQHF Tucson, LLC

1. At this location, Ramada Inn & Suites Foothills has City License # 3043213 for Business Privilege and Liquor Series # 07.
  - a) Kevin Arnold Krambler is listed on thirty-four other City businesses.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section



# MEMORANDUM

DATE: October 21, 2015

TO: Roger W. Randolph  
City Clerk

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: INFORMATION MEMO ONLY

City Liquor License Application # 85-15

State Liquor License # 07100330

Ramada Inn & Suites Foothills  
6944 E. Tanque Verde Road  
Tucson, AZ 85715

1. A. No church, public or private school building with kindergarten programs or any of grades one through twelve or fenced recreational area adjacent to such school building is located within 300 horizontal feet of the premises where the liquor license is to be located.  
  
B. The liquor license is not located in the entertainment district.
2. Number of liquor licenses on location: One (Series 07)
3. Forty-two liquor license(s) are within a one mile radius of the subject property:

Series # 6---- 7 (1 Inactive)

Series # 7---- 6

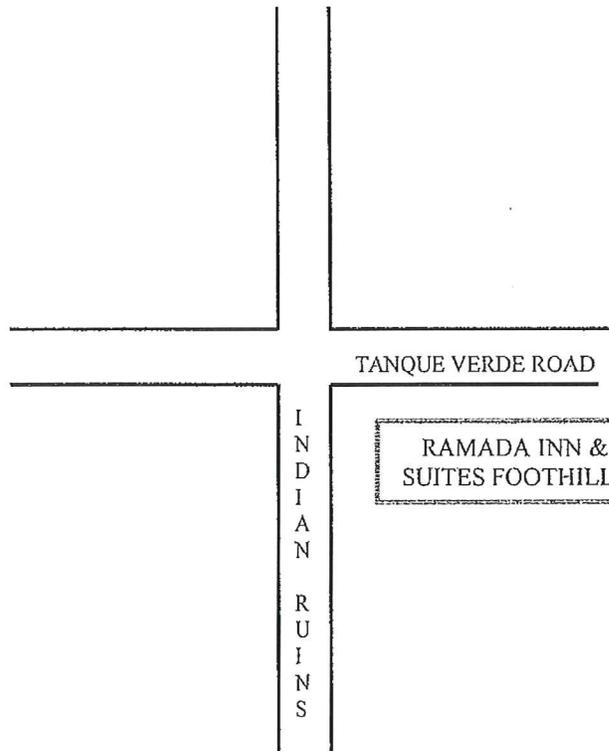
Series # 9---- 6

Series #10---- 3

Series #12---- 17

Series #13---- 1

Series #14---- 2



CITY OF TUCSON  
RECEIVED

15 OCT 28 AM 8:28



# MEMORANDUM

OFFICE OF THE  
CITY CLERK

DATE: October 27, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

T136-15  
CONGREGATION ANSHEI ISRAEL

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

Not In Compliance

APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 14 AM 10:06

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 14, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Congregation Anshei Israel

**BUSINESS ADDRESS:** 5550 East Fifth Street

**APPLICATION NUMBER:** T136-15

**ZONING CLASSIFICATION:** C-1 / R-1

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

December 5, 2015

.....  
**THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:**

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE



CITY OF TUCSON  
RECEIVED

15 OCT 27 AM 8:59

# MEMORANDUM

OFFICE OF THE  
CITY CLERK

DATE: October 23, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER: T137-15  
LA FIESTA DE LOS VQUEROS (Tucson  
Rodeo Committee, Inc.)

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_

Not In Compliance

Sgt Dan Spence  
APPROVING SUPERVISOR

43004



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 14 AM 10:06

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 14, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** La Fiesta de Los Vaqueros  
(Tucson Rodeo Committee, Inc.)

**BUSINESS ADDRESS:** 4823 South Sixth Avenue

**APPLICATION NUMBER:** T137-15

**ZONING CLASSIFICATION:** C-2

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

February 20 – 28, 2016

.....

THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE



CITY OF TUCSON  
RECEIVED

## MEMORANDUM

15 OCT 16 PM 4:10

OFFICE OF THE  
CITY CLERK

DATE: October 16, 2015

TO: Roger W. Randolph  
City Clerk

FROM: Peg Weber   
Administrator  
Parks and Recreation

SUBJECT: Special Event Liquor License Request

The event organizer for the event below has notified us of their intent to apply for a special event liquor license.

La Fiesta de Los Vaqueros (Tucson Rodeo Committee, Inc.)  
Tucson Rodeo  
Tucson Rodeo Grounds/Gary Williams/February 20 – 28, 2016/T137-15

The Tucson Parks and Recreation Department has no adverse comments regarding the approval of these applications, with the understanding that the site of the liquor concessions may not be as it appears in their map, and with the stipulation that **ADEQUATE SECURITY** be obtained. This must be confirmed through the Tucson Police Department, Office of Community Services. This Department requires WRITTEN NOTIFICATION of this compliance two weeks prior to the scheduled activity date. Additionally, A COPY OF THE LIQUOR LIABILITY INSURANCE MUST BE TO OUR OFFICE TWO WEEKS PRIOR TO THE SCHEDULED EVENT.

Should you have any questions or concerns regarding the above event, please advise. Thank you for your assistance and cooperation.

cc: Mendez  
TPD-Operations Division - South  
Risk Management  
File



CITY OF TUCSON  
RECEIVED

15 OCT 27 AM 8:59

OFFICE OF THE  
CITY CLERK

# MEMORANDUM

DATE: October 23, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER: T138-15  
TUCSON BOTANICAL GARDENS

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_

Not In Compliance

SGT DAN Spence #13004   
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 16 AM 8:50

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 15, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Tucson Botanical Garden

**BUSINESS ADDRESS:** 2150 North Alvernon Way

**APPLICATION NUMBER:** T139-15

**ZONING CLASSIFICATION:** R-1

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

December 11 - 13, 2015

.....  
THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE



CITY OF TUCSON  
RECEIVED

15 OCT 27 AM 8:59

# MEMORANDUM

OFFICE OF THE  
CITY CLERK

DATE: October 23, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER: T139-15  
TUCSON BOTANICAL GARDENS

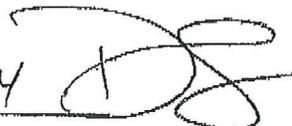
### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_ Not In Compliance

SGT DAN Spencer #43004   
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 16 AM 8:50

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 15, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Tucson Botanical Garden

**BUSINESS ADDRESS:** 2150 North Alvernon Way

**APPLICATION NUMBER:** T138-15

**ZONING CLASSIFICATION:** R-1

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

December 4 – 6, 2015

.....  
**THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:**

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE

CITY OF TUCSON  
RECEIVED

15 OCT 28 AM 8:28

OFFICE OF THE  
CITY CLERK



# MEMORANDUM

DATE: October 27, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

T140-15  
BICAS BOOTSTRAPS TO SHARE

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_ Not In Compliance

APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 16 PM 3:28

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 16, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** dba BICAS (Bootstraps to Share)

**BUSINESS ADDRESS:** 1122 North Stone Avenue

**APPLICATION NUMBER:** T140-15

**ZONING CLASSIFICATION:** C-3

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

December 4 – 5, 2015

.....  
**THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:**

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE

CITY OF TUCSON  
RECEIVED

15 OCT 28 AM 8:28



**MEMORANDUM** OFFICE OF THE  
CITY CLERK

DATE: October 27, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

T141-15  
SYSTEM COALITION

**THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:**

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_  
Not In Compliance

APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 23 PM 4:39

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 23, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** System Coalition

**BUSINESS ADDRESS:** 33 South Fifth Avenue

**APPLICATION NUMBER:** T141-15

**ZONING CLASSIFICATION:** OCR-2

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

December 5, 2015

.....  
**THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:**

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE

CITY OF TUCSON  
RECEIVED

15 OCT 29 PM 2:57



**MEMORANDUM** OFFICE OF THE  
CITY CLERK

DATE: October 28, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

T143-15  
ARTHRITIS FOUNDATION

**THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:**

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

Not In Compliance

APPROVING SUPERVISOR

41975



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 29 AM 8:26

OFFICE OF THE  
CITY CLERK

**To:** Roger W. Randolph  
City Clerk

**From:** Planning & Development Services Department  
Zoning Administration Division

**Date:** October 28, 2015

**Re:** Planning & Development Services Department Liquor License Report

This memo is to inform you of the Planning & Development Services Department report for the following liquor license application.

**BUSINESS NAME:** Arthritis Foundation

**BUSINESS ADDRESS:** 900 South Randolph Way

**APPLICATION NUMBER:** T143-15

**ZONING CLASSIFICATION:** R-1

**LIQUOR LICENSE SERIES:** \_\_\_\_\_

**LICENSE CLASSIFICATION:**

\_\_\_\_\_ PERMANENT SERVICE LOCATION

\_\_\_\_\_ PERMANENT EXTENSION OF PREMISE

\_\_\_\_\_ TEMPORARY EXTENSION OF PREMISE

XXX SPECIAL EVENT

**SPECIAL DATES OF FUND RAISER/CHARITY:**

December 12, 2015

.....  
THE PLANNING & DEVELOPMENT SERVICES DEPARTMENT REPORTS THAT  
THE APPLICANT IS:

XXX IN COMPLIANCE

\_\_\_\_\_ NOT IN COMPLIANCE



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT 29 AM 10:27

OFFICE OF THE  
CITY CLERK

DATE: October 28, 2015

TO: Roger W. Randolph  
City Clerk

FROM: *L Cortese for*  
Peg Weber  
Administrator  
Parks and Recreation

SUBJECT: Special Event Liquor License Request

The event organizer for the event below has notified us of their intent to apply for a special event liquor license.

Arthritis Foundation/Laura Rolfe  
Jingle Bell Run/Walk  
Reid Park/December 12, 2015/T143-15

The Tucson Parks and Recreation Department has no adverse comments regarding the approval of these applications, with the understanding that the site of the liquor concessions may not be as it appears in their map, and with the stipulation that **ADEQUATE SECURITY** be obtained. This must be confirmed through the Tucson Police Department, Office of Community Services. This Department requires **WRITTEN NOTIFICATION** of this compliance two weeks prior to the scheduled activity date. Additionally, **A COPY OF THE LIQUOR LIABILITY INSURANCE MUST BE TO OUR OFFICE TWO WEEKS PRIOR TO THE SCHEDULED EVENT.**

Should you have any questions or concerns regarding the above event, please advise. Thank you for your assistance and cooperation.

cc: Phelix  
TPD-Operations Division - Midtown  
Risk Management  
File

CITY OF TUCSON  
RECEIVED

15 OCT 15 AM 10:59



**MEMORANDUM** OFFICE OF THE  
CITY CLERK

DATE: October 8, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER

AC 23-15  
DORADO COUNTRY CLUB

**THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:**

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_ Not In Compliance

 #  
43004  
\_\_\_\_\_  
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT -9 PM 4:0

OFFICE OF THE  
CITY CLERK

DATE: October 9, 2015

*Rosemary Gonzales*

TO: Roger W. Randolph  
City Clerk

FROM: Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: Liquor License Application # AC23-15

Dorado Country Club  
6601 E. Speedway Blvd.  
Tucson, AZ 85710

Series # 7 (acquisition of control)  
State Liquor License # 07100102

To: Kevin Arnold Kramber, Agent  
Dorado Management LLC

1. At this location, Dorado Country Club has City License # 3031240 for Business Privilege and Liquor Series # 7.
  - a) Kevin Arnold Kramber is listed on thirty-four other City businesses.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section

CITY OF TUCSON  
RECEIVED

15 OCT 27 AM 8:59

OFFICE OF THE  
CITY CLERK



# MEMORANDUM

DATE: October 23, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER: AC24-15  
VUDU LOUNGE

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_

Not In Compliance

*Sgt Dan Spence #4304*  
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT -9 PM 4:05

OFFICE OF THE  
CITY CLERK

DATE: October 9, 2015

TO: Roger W. Randolph  
City Clerk

FROM: *Rosemary Gonzales*  
Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

SUBJECT: Liquor License Application # AC24-15

Vudu Lounge  
110/112 E. Congress St.  
Tucson, AZ 85701

Series # 6 (acquisition of control)  
State Liquor License # 06100184

To: Kevin Arnold Kramber, Agent  
Congress Steet Clubs Mafia, LLC

1. At this location, Vudu Lounge has City License # 3024516 for Business Privilege and Liquor Series # 06.
  - a) Kevin Arnold Kramber is listed on thirty-four other City businesses.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section



CITY OF TUCSON  
RECEIVED

# MEMORANDUM

15 OCT 27 AM 8:59

OFFICE OF THE  
CITY CLERK

DATE: October 23, 2015

TO: CITY CLERK'S OFFICE

FROM: Tucson Police Department

SUBJECT: LIQUOR LICENSE

CITY APPLICATION NUMBER: AC25-15  
ZEN

### THE TUCSON POLICE DEPARTMENT'S RECOMMENDATION:

XXXX

In Compliance

*TPD reviewed local databases and researched the application for misrepresentation and inaccuracies*

\_\_\_\_\_

Not In Compliance

*SGT Dan Spencer # 43094*  
APPROVING SUPERVISOR



# MEMORANDUM

CITY OF TUCSON  
RECEIVED

15 OCT -9 PM 4:05

OFFICE OF THE  
CITY CLERK

DATE: October 9, 2015

*Rosemary Gonzales*

FROM: Rosemary Gonzales  
Financial Services Supervisor  
Revenue Division-Investigations

TO: Roger W. Randolph  
City Clerk

SUBJECT: Liquor License Application # AC25-15

Underground @ Zen  
121 E. Congress St.  
Tucson, AZ 85701

Series # 6 (acquisition of control)  
State Liquor License # 06100146

To: Kevin Arnold Kramber, Agent  
Congress Steet Clubs, LLC

1. At this location, Underground @ Zen has City License # 3007577 for Business Privilege and Liquor Series # 06.
  - a) Kevin Arnold Kramber is listed on thirty-four other City businesses.
2. City delinquent listings show no delinquencies.

\*\*\*\*\*

The Finance Department reports that the applicant is:

In Compliance       Not in Compliance

cc: License Section

**Written Argument  
in Favor**

CITY OF TUCSON  
RECEIVED

15 SEP -1 AM 9:15

OFFICE OF THE  
CITY CLERK

From: "Virginia H. Salzman" <  
To: <cityclerk@tucsonaz.gov>  
Date: 8/29/2015 8:46 AM  
Subject: liquor licenses in the El Gheko neighborhood

Sir or Madam:

I am opposed to alcohol being served in at the Murphy branch library. How would it be if one of the participants became inebriated and drove out of the parking lot and didn't see a pedestrian and ran over the person, killing him/her? Think of the City's liability. You try to protect the City by requiring the group to obtain liability insurance, certainly, but that's a risk that the insurance company will pay and in any case, the sheer legal work suddenly dumped on the City straightening out such a horror makes it not a good idea. This is hypothetical, I am certain, but these tragedies do happen. Let's protect against them.

As for Hooters building on the lot the second hand sports store was occupying, again, my concern is the possibly inebriated condition of one of their patrons. I looked at that space yesterday and I would ask that the engineers approving the project pay CLOSE attention to grade down which one must drive to exit or enter. I thought, "They need to move a lot of dirt to make that space more level, thus making it safer for inebriated patrons." I do not object to serving liquor there. The only danger I can see if someone driving into Broadway traffic and causing an accident.

I have no objection to the Octoberfest celebration.

Virginia H. Salzman

Tucson, AZ 85710

9-4-15 DB DISTRIBUTION (7) LOG NO 181907

_____	City Clerk, City Hall	_____	City Clerk, 12th St	_____
_____	CPA / Records	✓	Elections/Support Ser.	_____
_____	Asst. City Clerk	_____	Chief Deputy City Clerk	_____
_____	Division Secretary	_____	Division Secretary	_____
_____	Records Manager	_____	Mgmt. Coord.	_____
_____	Mgmt. Asst.	_____	Mgmt. Asst.	_____
_____	Mgmt. Asst.	✓	IT Manager	_____
_____	Office Supervisor	✓	Office Supervisor	_____
_____	Agenda	_____	Liquor/Binge	X
_____		_____	BCC	_____
_____		_____	Payroll/Procurement	_____

Key ✓ Information Copy  
X-Action Copy  
O-Original

✓ TPD  
 ✓ Application  
 ✓ CJZ

PUBLIC RECORDS COPY

**ATTACHMENT G**

Written Argument  
in Favor

Tucson, Arizona 85710

August 30, 2015

CITY OF TUCSON  
RECEIVED  
15 SEP 10 PM 3:50  
OFFICE OF THE  
CITY CLERK

City of Tucson City Clerk

P. O. Box 27210

Tucson, AZ 85726-7210

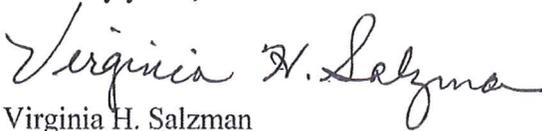
Sir or Madam:

Recently you sent the President of the El Gheko Neighborhood Association a postcard soliciting opinions from the members of the neighborhood regarding applications for liquor licenses.

Actually, you sent three postcards. This is my response to the second postcard, regarding the relocation of a Hooters Restaurant into the space at 7280 E. Broadway, where, until it was recently torn down, a Play It Again Sports store was located.

This location for a restaurant where one may consume alcohol while having dinner (and I love a glass of wine, please understand, and I've heard that Hooters has good food, so we'll plan to visit them when they are up and running again) gives me great pause: I am concerned about an inebriated patron exiting the parking lot into the traffic of one of the major traffic streets (Broadway) in this city (please remember that in their previous location they exited into Wilmot or drove a block to exit onto Tanque Verde, and both streets are much less heavily traveled than Broadway). It is my hope that you consider this aspect of the parking lot carefully and engineer it cautiously. Aren't there any level locations vacant around for them to build upon?

Sincerely yours,



Virginia H. Salzman

(Mrs. William R. Salzman)

Receiver  
SEP 02 2015  
Tucson City Court



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

Subject: Approval of Minutes (City Wide)

Page: 1 of 1

Attached for approval are the Mayor and Council minutes for the regular meeting(s) and legal action report and summary minutes for the study session meeting(s) held on May 5, 2015.

Respectfully submitted,

Michael J. Ortega, P.E.  
City Manager

MJO:RWR:jdw  
City Clerk

Attachments:

Mayor and Council Regular Meeting Minutes of May 5, 2015  
Mayor and Council Study Session Legal Action Report and Summary  
Minutes of May 5, 2015

NOV17-15-433



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## Minutes of MAYOR AND COUNCIL Meeting

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Approved by Mayor and Council  
on November 17, 2015

Date of Meeting: May 5, 2015

The Mayor and Council of the City of Tucson met in regular session in the Mayor and Council Chambers in City Hall, 255 West Alameda Street, Tucson, Arizona, at 5:36 p.m., on Tuesday, May 5, 2015, all members having been notified of the time and place thereof.

**1. ROLL CALL**

The meeting was called to order by Mayor Rothschild and upon roll call, those present and absent were:

Present:

Regina Romero	Council Member Ward 1
Paul Cunningham	Council Member Ward 2
Karin Uhlich	Council Member Ward 3
Shirley C. Scott	Council Member Ward 4
Richard G. Fimbres	Vice Mayor, Council Member Ward 5
Steve Kozachik	Council Member Ward 6
Jonathan Rothschild	Mayor

Absent/Excused:

None

Staff Members Present:

Martha Durkin	City Manager
Michael Rankin	City Attorney
Roger W. Randolph	City Clerk

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

The invocation was given by Reverend Lois Blei, Arizona National Day of Prayer, after which the Pledge of Allegiance was presented by the entire assembly.

Presentations:

- a. Mayor Rothschild presented a Certificate of Recognition and Appreciation to Joseph Jewell for his efforts to rescue a child left in a vehicle outside City Hall.
- b. Mayor Rothschild proclaimed May to be "Better Hearing Month". Dr. Janice Gasch accepted the proclamation.
- c. Mayor Rothschild proclaimed May 17<sup>th</sup> to May 23<sup>rd</sup> to be "Public Works Week". Daryl Cole, Tucson Department of Transportation Director, accepted the proclamation.

**3. MAYOR AND COUNCIL REPORT: SUMMARY OF CURRENT EVENTS**

Mayor Rothschild announced City Manager's communication number 146, dated May 5, 2015, was received into and made part of the record. He also announced this was the time scheduled to allow members of the Mayor and Council to report on current events and asked if there were any reports.

Current event reports were provided by Council Members Romero and Cunningham and Vice Mayor Fimbres. A recording of this item is available from the City Clerk's Office for ten years from the date of this meeting.

**4. CITY MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

Mayor Rothschild announced City Manager's communication number 147, dated May 5, 2015, was received into and made part of the record. He also announced this was the time scheduled to allow the City Manager to report on current events, and asked for that report.

Current event report was provided by Martha Durkin, City Manager. A recording of this item is available from the City Clerk's Office for ten years from the date of this meeting.

**5. LIQUOR LICENSE APPLICATIONS**

Mayor Rothschild announced City Manager's communication number 148, dated May 5, 2015, was received into and made part of the record. He asked the City Clerk to read the Liquor License Agenda.

- b. Liquor License Application(s)

New License(s)

1. Jun Dynasty Chinese Restaurant, Ward 3  
2933 E. Grant Rd.  
Applicant: Pan Ngai Chan  
Series 12, City 14-15  
Action must be taken by: May 11, 2015

Staff has indicated the applicant is in compliance with city requirements.

2. Arco AM/PM, Ward 5  
4881 S. Campbell Ave.  
Applicant: Inder Preet Kaur  
Series 10, City 17-15  
Action must be taken by: May 14, 2015

Staff has indicated the applicant is in compliance with city requirements.

3. 1912 Brewing Company, Ward 1  
2045 N. Forbes Blvd. #105  
Applicant: Allan James Conger  
Series 3, City 18-15  
Action must be taken by: May 14, 2015

Staff has indicated the applicant is in compliance with city requirements.

NOTE: State law provides that for a new license application "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license". (A.R.S. Section 4-201)

Person/Location Transfer(s)

4. 1912 Brewing Company, Ward 1  
2045 N. Forbes Blvd. #105  
Applicant: Allan James Conger  
Series 7, City 20-15  
Action must be taken by: May 14, 2015

Staff has indicated the applicant is in compliance with city requirements.

NOTE: State law provides that for a person and location transfer Mayor and Council may consider both the applicant's capability qualifications reliability and location issues. (A.R.S. Section 4-203; R19-1-102)

c. Special Event(s)

1. Bootstraps to Share dba BICAS, Ward 6  
425 E. 7th St.  
Applicant: Monique Laraway  
City T46-15  
Date of Event: May 16, 2015 - May 17, 2015  
(Grocery Store Fundraiser)

Staff has indicated the applicant is in compliance with city requirements.

2. Blair Charity Group, Ward 2  
6503 E. Tanque Verde Rd.  
Applicant: Joseph J. Blair  
City T47-15  
Date of Event: June 5, 2015  
(Fundraiser)

Staff has indicated the applicant is in compliance with city requirements.

3. Zuzi Dance, Ward 6  
738 N. 5th Ave.  
Applicant: Scott H. Bird  
City T48-15  
Date of Event: May 9, 2015  
(Fundraiser)

Staff has indicated the applicant is in compliance with city requirements.

4. Tucson Street Rod Association, Ward 6  
1713 E. University Blvd.  
Applicant: John Thomas Sipe  
City T49-15  
Date of Event: May 23, 2015  
(Car Show)

Staff has indicated the applicant is in compliance with city requirements.

d. Agent Change/Acquisition of Control

1. Total Wine & More #1001, Ward 3  
4370 N. Oracle Rd.  
Applicant: Nicholas Carl Guttilla  
Series 9, City AC4-15  
Action must be taken by: April 9, 2015

Staff has indicated the applicant is in compliance with city requirements.

2. Total Wine & More #1009, Ward 6  
5870 E. Broadway Blvd. #448  
Applicant: Nicholas Carl Guttilla  
Series 9, City AC5-15  
Action must be taken by: April 9, 2015

Staff has indicated the applicant is in compliance with city requirements.

3. Mama Louisa's Italian Restaurant & Catering, Ward 4  
2041 S. Craycroft Rd.  
Applicant: Michael Steven Elefante  
Series 12, City AC8-15  
Action must be taken by: May 8, 2015

Staff has indicated the applicant is in compliance with city requirements.

NOTE: The local governing body of the city town or county may protest the acquisition of control within sixty days based on the capability reliability and qualification of the person acquiring control. (A.R.S. Section 4-203.F)

It was moved by Council Member Scott, duly seconded, and carried by a voice vote of 7 to 0, to forward liquor license applications 5b1 through 5b4, 5c1 through 5c4 and 5d1 through 5d3 to the Arizona State Liquor Board with a recommendation for approval.

## 6. CALL TO THE AUDIENCE

Mayor Rothschild announced this was the time any member of the public was allowed to address the Mayor and Council on any issue except for items scheduled for a public hearing. Speakers were limited to three-minute presentations.

Mayor Rothschild also announced that pursuant to the Arizona Open Meeting Law, individual Council Members may ask the City Manager 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 the audience."

Comments were made by:

Laura Leighton	Robert Reus	Ken Scoville
Keith Van Heyningen	Anthony Potter	Eliezer Asunsoto
Jerry Gebell	Larry Watkins	Alice Novoa

Mayor Rothschild asked the City Manager and City Attorney to follow up with the Chief of Police on a police report regarding an incident brought forward by Larry Watkins.

A recording of this item is available from the City Clerk's Office for ten years from the date of the meeting.

**7. CONSENT AGENDA – ITEMS A THROUGH D**

Mayor Rothschild announced the reports and recommendations from the City Manager on the Consent Agenda were received into and made part of the record. He asked the City Clerk to read the Consent Agenda.

**a. APPROVAL OF MINUTES**

1. Report from City Manager MAY05-15-156 CITY WIDE
2. Mayor and Council Regular Meeting Minutes of October 21, 2014
3. Mayor and Council Study Session Legal Action Report and Summary Minutes of October 21, 2014

**b. REAL PROPERTY: APPROVING A LEASE AGREEMENT WITH CLINICA AMISTAD FOR SPACE LOCATED AT 101 W. IRVINGTON ROAD, BUILDING #3**

1. Report from City Manager MAY05-15-150 WARD 5
2. Ordinance No. 11260 relating to Real Property; authorizing and approving the Lease Agreement between the City of Tucson (City) and Clinica Amistad for space located at 101 West Irvington Road, Building #3; and declaring an emergency.

**c. FINAL PLAT: (S13-042) RETAIL AT TANQUE VERDE ROAD AND GRANT ROAD, LOT 1, LOT 2**

1. Report from City Manager MAY05-15-151 WARD 2
2. Staff recommends that the Mayor and Council approve the final plat as presented. The applicant is advised that building/occupancy permits are subject to the availability of water/sewer capacity at the time of actual application.

**d. ADMISSION AS GENERAL PARTNER FOR LOW INCOME HOUSING TAX CREDIT PARTNERSHIPS (CONTINUED FROM THE MEETING ON APRIL 21, 2015)**

1. Report from City Manager MAY05-15-152 CITY WIDE

(This item has been continued at the request of Staff.)

It was moved by Council Member Kozachik, duly seconded, and passed by a roll call vote of 7 to 0, that Consent Agenda Items a – d, with the exception of Item d, which was continued, be passed and adopted and the proper action taken.

**8. PUBLIC HEARING: CITY OF TUCSON RECOMMENDED ANNUAL BUDGET FOR FISCAL YEAR 2016**

Mayor Rothschild announced City Manager's communication number 149, dated May 5, 2015, was received into and made part of the record. He also announced this was the time and place legally advertised for a public hearing to provide the public with an opportunity to comment on the Fiscal Year 2016 recommended budget. He said the public hearing was scheduled to last for no more than one hour and speakers were limited to five minute presentations.

The following people spoke regarding the recommended annual budget for fiscal year 2016:

- Dan Linhart on the cost of living wage,
- Robert Reus on support for Channel 12,
- Marcie Velen on funding for Pima Animal Control Care Center,
- Keith Van Heyningen in opposition of the recommended budget,
- Helen Erickson on the historic value of community theaters,
- Stuart Thomas on support for Access Tucson,
- Anthony Potter in opposition of the recommended budget,
- Carl O'Kelley on Pima Animal Control
- Sheldon Gutman on support of the recommended budget, and
- Thomas Smith on competitive wages.

It was moved by Council Member Scott, duly seconded, and carried by a voice vote of 7 to 0, to close the public hearing.

Mayor Rothschild announced that the tentative adoption of the Fiscal Year 2016 Budget was scheduled for May 19<sup>th</sup>. He said that another legally required public hearing was scheduled for June 9<sup>th</sup> for the purpose of public comment on the budget as tentatively adopted at the May 19<sup>th</sup> Mayor and Council meeting.

**9. PUBLIC HEARING: APPROVING THE CITY OF TUCSON CONSOLIDATED PLAN, INCLUDING THE ANNUAL ACTION PLAN AND THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

Mayor Rothschild announced City Manager's communication number 153, dated May 5, 2015, was received into and made part of the record. He also announced this was the time and place legally advertised for a public hearing to approve the update to the City of Tucson and Pima County 5 Year Consolidated Plan. He said the public hearing was scheduled to last for no more than one hour and speakers were limited to five minute presentations.

Pete Chalupksy, Metropolitan Housing Commission (MHC) Chair, spoke in support of the *Plan* and said he was impressed with staffs' efficient use of money. He also thanked the Mayor and Council for listening to speakers at the meetings. He distributed a letter with further comments, for follow up.

It was moved by Vice Mayor Fimbres, duly seconded, and carried by a voice vote of 7 to 0 to close the public hearing.

It was moved by Council Member Kozachik, duly seconded to pass and adopt Resolution No. 22394 as amended at the Study Session meeting.

Roger Randolph, City Clerk, announced he needed to read the Resolution by number and title only for the record.

Resolution No. 22394 relating to Public Housing; approving the proposed Plan between the City of Tucson (City) and Pima County (County) for preparation and submission of the FY 2016 Five-Year Consolidated Plan required by the United States Department of Housing and Urban Development (HUD) for the City and County to continue receiving entitlement grant funds; and declaring an emergency.

Council Member Romero asked that since the motion included amendments made during the Study Session, was there particular language that needed to be added or was it necessary to read into the record the additional language.

Michael Rankin, City Attorney, stated the motion as captured at the Study Session and would be incorporated and reflected accordingly once the Resolution was approved.

Resolution 22394, as amended at the Study Session meeting, was passed and adopted by a roll call vote of 7 to 0.

**10. ZONING: (C15-14-05) ESTABLISHING ORIGINAL CITY ZONING FOR THE TUCSON AIRPORT AUTHORITY 1 ANNEXATION DISTRICT, COUNTY RH AND CI-2 TO CITY RH AND I-2, CITY MANAGER'S REPORT AND DIRECT ORDINANCE ADOPTION**

Mayor Rothschild announced City Manager's communication number 154, dated May 5, 2015, was received into and made part of the record. He also announced this was a request to establish Original City Zoning for the Tucson Airport Authority 1 Annexation District. He said the district included approximately 1,944 acres located southeast of the intersection of Hughes Access Road and Alvernon Way. He said the Zoning Examiner and staff recommended approval of RH and I-2 zoning and extension of the *Major Streets and Route Plan*, the Environmental Resource Zone, and the Airport Environs Zone, within the Tucson Airport Authority 1 Annexation District.

Mayor Rothschild asked the City Clerk to read Ordinance 11261 by number and title only.

Ordinance No. 11261 relating to Zoning: establishing original City zoning located southeast of the intersection of Hughes Access Road and Alvernon Way in case C15-14-05, Tucson Airport Authority 1 Annexation District, RH and CI-2 to RH and I-2; and setting an effective date.

It was moved by Vice Mayor Fimbres, duly seconded, and passed by a roll call vote of 7 to 0, to approve the request as recommended by the Zoning Examiner and pass and adopt Ordinance No. 11261.

**11. ZONING: (C15-14-06) ESTABLISHING ORIGINAL CITY ZONING FOR THE TUCSON AIRPORT AUTHORITY 2 ANNEXATION DISTRICT, COUNTY CI-1 TO CITY I-1, CITY MANAGER'S REPORT AND DIRECT ORDINANCE ADOPTION**

Mayor Rothschild announced City Manager's communication number 155, dated May 5, 2015, was received into and made part of the record. He also announced this was a request to establish Original City Zoning for the Tucson Airport Authority 2 Annexation District. The district included approximately 99 acres located northeast of the intersection of Country Club Road and Los Reales Road. He said the Zoning Examiner and staff recommended approval of I-1 zoning and the extension of the *Major Streets and Route Plan* within the Tucson Airport Authority 2 Annexation District.

Mayor Rothschild asked the City Clerk to read Ordinance 11262 by number and title only.

Ordinance No. 11262 relating to Zoning: establishing original City zoning located northeast of the intersection of Country Club Road and Los Reales Road in case C15-14-06, Tucson Airport Authority 2 Annexation District, CI-1 to I-1; and setting an effective date.

It was moved by Vice Mayor Fimbres, duly seconded, and passed by a roll call vote of 7 to 0, to approve the request as recommended by the Zoning Examiner and pass and adopt Ordinance 11262.

**12. ZONING: (C15-14-07) ESTABLISHING ORIGINAL CITY ZONING FOR THE AERO PARK ANNEXATION DISTRICT, COUNTY CI-2 TO CITY I-2, CITY MANAGER'S REPORT AND DIRECT ORDINANCE ADOPTION**

Mayor Rothschild announced City Manager's communication number 161, dated May 5, 2015, was received into and made part of the record. He also announced this was a request to establish Original City Zoning for the Aero Park Annexation District. The district included approximately 69.48 acres located east of Nogales Highway on Aero Park Boulevard. He said the Zoning Examiner and staff recommended approval of I-2 zoning and extension of the *Airport Environs Zone* within the Aero Park Annexation District.

Mayor Rothschild asked the City Clerk to read Ordinance 11263 by number and title only.

Ordinance No. 11263 relating to Zoning: establishing original City zoning located east of Nogales Highway on Aero Park Boulevard in case C15-14-07, Aero Park Annexation District, CI-2 to I-2; and setting an effective date.

It was moved by Vice Mayor Fimbres, duly seconded, and passed by a roll call vote of 7 to 0, to approve the request as recommended by the Zoning Examiner and pass and adopt Ordinance 11263.

**13. ZONING: (C15-14-08) ESTABLISHING ORIGINAL CITY ZONING FOR THE AERONAUTICAL ANNEXATION DISTRICT, COUNTY CI-2 TO CITY I-2, CITY MANAGER'S REPORT AND DIRECT ORDINANCE ADOPTION**

Mayor Rothschild announced City Manager's communication number 163, dated May 5, 2015, was received into and made part of the record. He also announced this was a request to establish Original City Zoning within the Aeronautical Annexation District. The district included approximately 271.76 acres located northwest of the intersection of Hughes Access Road and Alvernon Way. He said the Zoning Examiner and staff recommended approval of I-2 zoning and extension of the *Environmental Resource Zone and the Airport Environs Zone* within Aeronautical Park Annexation District.

Mayor Rothschild asked the City Clerk to read Ordinance 11264 by number and title only.

Ordinance No. 11264 relating to Zoning: establishing original City zoning located northwest of the intersection of Hughes Access Road and Alvernon Way in case C15-14-08, Aeronautical Annexation District, CI-2 to I-2; and setting an effective date.

It was moved by Vice Mayor Fimbres, duly seconded, and passed by a roll call vote of 7 to 0, to approve the request as recommended by the Zoning Examiner and pass and adopt Ordinance 11264.

Council Member Cunningham congratulated Vice Mayor Fimbres and Council Member Scott for their leadership in setting the tone to bring aerospace business to Tucson.

**14. ZONING: (C15-14-09) ESTABLISHING ORIGINAL CITY ZONING FOR THE GATEWAY HACIENDA ANNEXATION DISTRICT, COUNTY TR TO CITY O-3, CITY MANAGER'S REPORT AND DIRECT ORDINANCE ADOPTION**

Mayor Rothschild announced City Manager's communication number 162, dated May 5, 2015, was received into and made part of the record. He also announced this was a request to establish Original City Zoning within the Gateway Hacienda Annexation District. The district included approximately 7.24 acres located south of the intersection of River Road and Hacienda Del Sol Road. He said the Zoning Examiner and staff recommended approval of O-3 zoning and extension of the *Major Streets and Route Plan* scenic route designation on River Road within Gateway Hacienda Annexation District.

Mayor Rothschild asked the City Clerk to read Ordinance 11265 by number and title only.

Ordinance No. 11265 relating to Zoning: establishing original City zoning located south of the intersection of River Road and Hacienda Del Sol Road in case, C15-14-09 Gateway Hacienda Annexation District, TR to O-3; and setting an effective date.

It was moved by Council Member Uhlich, duly seconded, and passed by a roll vote of 7 to 0, to approve the request as recommended by the Zoning Examiner and pass and adopt Ordinance No. 11265.

**15. PRE-ANNEXATION AND DEVELOPMENT AGREEMENT: WITH STEWART TITLE AND TRUST 3609, OWNERS OF PARCEL NO. 205-51-004N, FOR WATER SERVICES**

Mayor Rothschild announced City Manager's communication number 159, dated May 5, 2015, was received into and made part of the record.

Mayor Rothschild asked the City Clerk to read Resolution 22393 by number and title only.

Resolution No. 22393 relating to Pre-Annexation and Development Agreements; authorizing and approving the execution of a Pre-Annexation and Development Agreement between the City of Tucson and Stewart Title & Trust 3609, owners of Parcel Nos. 205-51-004N.

It was moved by Council Member Cunningham, duly seconded, and passed by a roll vote of 7 to 0, to pass and adopt Resolution No. 22393.

**16. BOARDS AND COMMISSIONS: CREATING THE COMMISSION ON FOOD SECURITY, HERITAGE, AND ECONOMY (CFSHE)**

Mayor Rothschild announced City Manager's communication number 169, dated May 5, 2015, was received into and made part of the record.

Mayor Rothschild asked the City Clerk to read Ordinance 11266 by number and title only.

Ordinance No. 11266 relating to Boards and Commissions; creating the Commission on Food Security, Heritage, and Economy; amending the Tucson Code by adding a new Chapter 10A, Article XXIV; and declaring an emergency.

It was moved by Council Member Romero, duly seconded, to pass and adopt Ordinance 11266.

Council Member Kozachik asked if there was going to be an impact on the Clerk's Office in terms of cost or resources. He also asked what policies the Mayor's Office envisioned that would affect people's nutrition in the community.

Mayor Rothschild stated his office had volunteered to take on those resources and there was no additional cost to the City. He also announced Robert O'Heady, Community Food Bank, was present to explain the plans of the Commission.

Robert O'Heady, Community Food Bank of Southern Arizona, spoke about the plan for healthier choices for the community. The idea is to work with the City on innovative ideas and partner with the City and think of ways to move forward with sustainability and entrepreneurship.

Council Member Romero asked if the Committee had to follow Open Meeting Law, establish rules and regulations, and would there be opportunities to expand the committee membership to include organizations covering areas in neighborhoods of need and high poverty. She said neighborhood organizations and other groups that had vested interest should be represented and have leaders of those communities be part of this effort.

Mayor Rothschild answered affirmatively.

Mr. O'Heady stated the Food Bank's intentions were to get representatives from different communities to speak on behalf of the Food Bank and to work with organizations concerning those areas of need.

Mayor Rothschild stated it would be an evolving matter. He said he knew the Community Food Bank, Pima County Food Alliance and Santa Cruz Valley Heritage Alliance had a purpose to represent those communities. He stated the greater purpose was to assure adequate and healthy food to those who were not getting it.

Mr. O'Heady mentioned it was intended for the Pima County Food Alliance to be represented by folks who came from those communities.

Council Member Kozachik questioned if any of the representatives were subject to the approval of the body.

Michael Rankin, City Attorney, stated members were nominated then approved by the body.

Vice Mayor Fimbres asked if they would be able to nominate for the category.

Council Member Kozachik stated according to the materials, the nominations were brought forward by the different groups listed and he wanted to clarify the final approval was with the body.

Ordinance 11266 was declared passed and adopted by a roll call vote of 7 to 0.

**17. EXECUTIVE SESSION: *IRVINGTON INTERSTATE PARTNERS, L.L.C. V. CITY OF TUCSON*, PIMA COUNTY SUPERIOR COURT CAUSE NO. C20131079, 1050 W. IRVINGTON ROAD**

Roger W. Randolph, City Clerk, announced that the Executive Session was noticed as item 17. Executive Session: Irvington Interstate Partners, L.L.C, V. City of Tucson, Pima County Superior Court Cause No. C20131079, 1050 W. Irvington Road and was being held pursuant to A.R.S. Section 38-431.03(A)(3),(A)(4) and (A)(7).

Mayor Rothschild announced City Manager's Communication number 164, dated May 5, 2015, was received into and made part of the record. He asked for a motion to go into Executive Session.

It was moved by Vice Mayor Fimbres, duly seconded, and carried by a voice vote of 7 to 0, to enter into Executive Session.

**RECESS: 7:32 p.m.**

**RECONVENE: 8:00 p.m.**

Mayor Rothschild called the meeting back into order. All staff were present as they were at the start of the meeting.

It was moved by Council Member Scott, duly seconded, and carried by a voice vote of 7 to 0, to return to open session.

**18. MAYOR AND COUNCIL DIRECTION FOLLOWING EXECUTIVE SESSION: *IRVINGTON INTERSTATE PARTNERS, L.L.C. V. CITY OF TUCSON*, PIMA COUNTY SUPERIOR COURT CAUSE NO. C20131079, 1050 W. IRVINGTON ROAD**

No action was taken

**19. EXECUTIVE SESSION: *MALINIAK, V. CITY OF TUCSON*, COURT OF APPEALS, NINTH CIRCUIT, CASE NO. 12-17763 (DIST. CT. CASE NO. 07-CV-00125-AWT)**

Roger W. Randolph, City Clerk, announced Items 19 was being continued at the request of staff.

**20. MAYOR AND COUNCIL DIRECTION FOLLOWING EXECUTIVE: *MALINIAK V. CITY OF TUCSON*, COURT OF APPEALS, NINTH CIRCUIT CASE NO. 12-17763 (DISTRICT COURT CASE NO. CV-07-00125-AWT)**

Roger W. Randolph, City Clerk, announced Items 20 was being continued at the request of staff.

**21. APPOINTMENTS TO BOARDS, COMMITTEES AND COMMISSIONS**

Mayor Rothschild announced City Manager's communication number 168, dated May 5, 2015, was received into and made part of the record. He asked for a motion to approve the appointments in the report.

It was moved by Council Member Cunningham, duly seconded, and carried by a voice vote of 7 to 0, to approve the appointments of Martha McClements to the Armory Park Historic Zone Advisory Board (APHZAB), Kyle Lininger to the Commission on Disability Issues (CODI), Ron van Ommeren, to the Landscape Advisory Committee (LAC), and Margot Garcia to the Environmental Services Advisory Committee. (ESAC).

Mayor Rothschild asked if there were any personal appointments to be made.

Vice Mayor Fimbres appointed Tim Bacchus to the Environmental Services Advisory Committee (ESAC).

22. **ADJOURNMENT: 8:04 p.m.**

Mayor Rothschild announced the next regularly scheduled meeting of the Mayor and Council would be held on Tuesday, May 19, 2015, at 5:30 p.m., in the Mayor and Council Chambers, City Hall, 255 West Alameda, Tucson, Arizona.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**CERTIFICATE OF AUTHENTICITY**

I, the undersigned, have read the foregoing transcript of the meeting of the Mayor and Council of the City of Tucson, Arizona, held on the 5th day of May 2015, and do hereby certify that it is an accurate transcription.

  
\_\_\_\_\_  
DEPUTY CITY CLERK

RWR:sn: jr

## MAYOR AND COUNCIL – STUDY SESSION

### LEGAL ACTION REPORT AND SUMMARY MINUTES FOR THE MEETING OF

TUESDAY, MAY 5, 2015

MAYOR AND COUNCIL CHAMBERS

CITY HALL, 255 W. ALAMEDA, TUCSON, AZ

Mayor Rothschild called the Study Session to order at 1:01 P.M. in the Mayor and Council Chambers, City Hall Tower, Tucson, Arizona.

#### OFFICIAL MEMBERS

##### PRESENT:

Mayor Jonathan Rothschild  
Vice Mayor Richard G. Fimbres (Ward 5)  
Council Member Regina Romero (Ward 1)  
Council Member Paul Cunningham (Ward 2)  
Council Member Karin Uhlich (Ward 3)  
Council Member Shirley C. Scott (Ward 4)  
Council Member Steve Kozachik (Ward 6)

#### OFFICIAL MEMBERS

ABSENT/EXCUSED: None

#### STAFF:

Martha Durkin, City Manager  
Michael Rankin, City Attorney  
Roger W. Randolph, City Clerk

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### AGENDA ITEM / MAYOR AND COUNCIL ACTION

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#### 1. Charter Review; Recommendations of the Charter Review Committee (City Wide) SS/MAY05-15-83

Information was presented by Michael Rankin, City Attorney, who fielded and answered questions.

Discussion ensued.

Roger W. Randolph, City Clerk, answered questions regarding costs associated with including charter amendments on a ballot.

It was moved by Council Member Scott, duly seconded and CARRIED by a voice vote of 7 to 0, to include the following Charter amendment language on the ballot, subject to final review: “providing the Mayor a full voice and vote in all matters” and “simplifying the appointment and removal process for appointive officers and department directors.”

It was moved by Vice Mayor Fimbres, duly seconded and FAILED by a voice vote of 2 to 5 (Mayor Rothschild, Council Members Romero, Uhlich, Scott, and Kozachik dissenting), to include the following Charter amendment language on the ballot, subject to final review: “providing for gender neutrality and updating terms that describe city officers.”

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AGENDA ITEM / MAYOR AND COUNCIL ACTION

STAFF ACTION

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**3. Compensation Disputes FY2016 Compensation Plan (City Wide) SS/MAY05-15-90**

This item was taken out of order.

Introductory comments were provided by Michael Rankin, City Attorney.

Information was presented by Curry Hale, Human Resources Director.

Discussion ensued; questions were fielded and answered by Mr. Rankin, Martha Durkin, City Manager, and Mr. Hale.

It was moved by Council Member Cunningham, duly seconded and CARRIED by a voice vote of 7 to 0, to direct staff to move forward in the compensation plan process and to continue discussions with the labor representatives to resolve the compensation disputes regarding the step system versus pay raises.

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**2. Discussion of Recommended Fiscal Year 2016 Budget (City Wide) SS/MAY05-15-89**

Introductory comments were provided by Martha Durkin, City Manager, who fielded and answered questions.

Information was presented by Joyce Garland, Budget and Internal Audit Program Director, who fielded and answered questions.

Discussion ensued; no formal action was taken.

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**3. Compensation Disputes FY2016 Compensation Plan (City Wide) SS/MAY05-15-90**

This item was taken out of order and considered after item 1.

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**4. Review the Draft Plans for City of Tucson FY 2015 – FY 2020 Consolidated Plan, Including the Analysis of Impediments to Fair Housing and the City of Tucson FY 2016 Annual Action Plan (Continued from the meeting of April 21, 2015) (City Wide) SS/MAY05-15-88**

Introductory comments were provided by Martha Durkin, City Manager.

Information and presentation was provided by Sally Stang, Housing and Community Development Department Director.

Discussion ensued, with questions fielded and answered by Ms. Stang and Albert Elias, Assistant City Manager.

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AGENDA ITEM / MAYOR AND COUNCIL ACTION

STAFF ACTION

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It was moved by Council Member Romero, duly seconded and CARRIED by a voice vote of 7 to 0, to direct staff to include additional language regarding developing action plans for specific areas of high stress and poverty in the Mayor and Council approved target areas and to seek and utilize technical assistance grants from HUD.

(Note: Council Member Cunningham departed at 2:57 p.m.; returned at 3:02 p.m.)

(Note: Council Member Kozachik departed at 3:19 p.m.)

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RECESS: 3:20 p.m.

RECONVENE: 3:38 p.m.

MAYOR & COUNCIL: All present

STAFF: All present

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**5. pCard Program Update (City Wide) SS/MAY05-15-91**

This item was continued at the request of staff.

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**6. One-Day Warrant Amnesty Project (City Wide) SS/MAY05-15-92**

This item was continued at the request of staff.

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**7. Grant Road Land Use Planning Update (Continued from the meeting of April 21, 2015) (Wards 1, 3, and 6) SS/MAY05-15-87**

Introductory comments were provided by Council Member Uhlich.

Information was provided by Nicole Ewing-Gavin Office of Integrated Planning Program Director, who fielded and answered questions.

Discussion ensued.

It was moved by Council Member Uhlich, duly seconded and CARRIED by a voice vote of 7 to 0, to approve the City Manager's recommendation as described in the Mayor and Council agenda materials.

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**8. Integrated Pest Management Program (City Wide) SS/MAY05-15-93**

Introductory comments were provided by Council Member Kozachik.

Information and presentation was provided by Jackie Lyle, Landscape Advisory Committee Vice Chair, and Peter Warren, Urban Horticulture Agent, Pima County Cooperative Extension, who fielded and answered questions.

Discussion ensued.

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AGENDA ITEM / MAYOR AND COUNCIL ACTION

STAFF ACTION

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It was moved by Council Member Uhlich, duly seconded and CARRIED by a voice vote of 7 to 0, to direct staff to develop an integrated pest management program and return to Mayor and Council with the program recommendation and a resolution to finalize the program.

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**9. Updates on State and National Legislation and Regional Committees (City Wide) SS/MAY05-15-84**

Adriana Mariñez, Intergovernmental Relations Coordinator, provided an update on Postal Reform, and the Defense Authorization Act and the A-10.

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**10. Mayor and Council Discussion of Regular Agenda (City Wide) SS/MAY05-15-85**

No items were discussed.

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**11. Mayor and Council Discussion of Future Agendas (City Wide) SS/MAY05-15-86**

Council Member Scott requested an agenda item for June 9, 2015 to discuss the process of combining the 2015 Pima County Bond Election and the City of Tucson Election.

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ADJOURNMENT: 3:59 p.m.

*AUDIO RECORDING AVAILABLE UPON REQUEST FROM THE CITY CLERK'S OFFICE FOR TEN YEARS FROM THE DATE OF THIS MEETING.*

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# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

Subject: Intergovernmental Agreement (IGA) for 2015 Edward Byrne Justice Assistance Grant (JAG) Program Award (City Wide and Outside City) Page 1 of 2

Issue – The United States Department of Justice (DOJ) requirements for JAG funding stipulates that the City of Tucson (City) apply jointly with Pima County. The award is for \$339,277.00. By mutual agreement, the City and Pima County will allocate a total of \$16,962.00 of the total funding for administrative costs as permitted by BJA, and will divide the remaining amount \$322,315.00 evenly. The Award period for this grant is four years (October 1, 2014 - September 30, 2018). This IGA provides guidance for fiscal management and sub-grantee responsibilities.

Recommendation – It is recommended that Mayor and Council adopt the attached Resolution authorizing and approving the Mayor to execute the IGA for the 2015 Edward Byrne JAG Program on behalf of the City of Tucson.

Background – The 2015 Edward Byrne JAG is a four-year grant that replaces the Edward Byrne Memorial Grant and the Local Law Enforcement Block Grant as a method of streamlining justice funding and grant administration by the DOJ. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

Project Description and Analysis – The funding provided to the City will be allocated for TPD to enhance three of the Department's operational programs through the purchase of critical systems for each. Funding will be allocated to purchase of a lightweight, modular, man transportable mini robot; purchase of additional fingerprint identification devices; and the Training Academy will be allocated funding for an upgraded Video Shooting Range Simulator (VSRS). Application of 2015 JAG funding for these purposes is crucial as there is currently no funding identified in the Department's General Fund to provide these increased capabilities.

Present Consideration - Adoption of the attached Resolution authorizing the Mayor to execute the IGA for the 2015 JAG on behalf of the City.

Plan Tucson Considerations – This item is related to Chapter 3, The Social Environment. The proposed agreement supports the requirement to provide core services relating to the general welfare of the public including public safety and related measures generally falling into the two categories of preventative and reactive as defined in Chapter 3, page 3.12.

Financial Considerations – The 2015 JAG provides federal funding to continue programs previously funded under the previous Edward Byrne Memorial Grants. There is no match requirement for this Award. The City, acting as fiscal agent, will reimburse Pima County upon submission of reimbursement requests supported by required documentation.

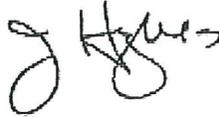
MAYOR AND COUNCIL COMMUNICATION  
Intergovernmental Agreement (IGA) for 2015 Edward Byrne Justice  
Assistance Grant (JAG) Program Award (City Wide and Outside City)

Page: 2 of 2

Operating Cost and Maintenance Input – The 2015 JAG provides for operating and maintenance costs for the four-year term of the funding.

Legal Consideration – The City Attorney has prepared the attached Resolution for your consideration.

Respectfully submitted,



Julianne Hughes  
Assistant City Manager

JH: RAV:rep  
Police Department

Attachment: Resolution

ADOPTED BY THE  
MAYOR AND COUNCIL

November 17, 2015

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RESOLUTION NO. 22492

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF TUCSON (CITY) AND PIMA COUNTY FOR THE 2015 DEPARTMENT OF JUSTICE (DOJ) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The IGA between the City and Pima County for the 2015 DOJ Edward Byrne Memorial JAG Program Award, attached hereto as Exhibit A, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said IGA for and on behalf of the City and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City that this Resolution become immediately effective, an

emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 17, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

\_\_\_\_\_  
CITY MANAGER

DLD:mg  
10/28/15

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**Pima County and the City of Tucson**  
**For the**  
**Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award**

WHEREAS, the City of Tucson (herein after referred to as the "City") and Pima County (herein after referred to as the "County") desire to enter into this Intergovernmental Agreement herein after referred to as "Agreement" on behalf of their respective operations; and

WHEREAS, the City is empowered by its charter to enter into contracts and maintain the Tucson Police Department (herein after referred to as "TPD") for the purposes stated herein, and is authorized by Arizona Revised Statutes (ARS) §11-952 et seq., to enter into intergovernmental agreements; and

WHEREAS, the County is authorized to enter into this Agreement pursuant to ARS §11-952 et seq.; and

WHEREAS, the City and County, disparate jurisdictions, (herein after referred to as the "Parties"), have submitted a joint application for JAG funds to the U.S. Department of Justice; and

WHEREAS, the Parties have entered into a Memorandum of Understanding indicating the City will serve as the applicant/fiscal agent for the joint JAG funds; and

WHEREAS, The City, as the applicant fiscal agent, will allocate 5% of the total grant Award (\$16,962) towards administrative costs associated with the grant and allocate its portion (\$161,157) of the remaining amount to purchase a lightweight, modular, man transportable mini robot; purchase of additional fingerprint identification devices; and the Training Academy will be allocated funding for an upgraded Video Shooting Range Simulator (VSRS); and

WHEREAS, The City agrees to act as the applicant fiscal agent and provide the County \$161,158 from the JAG award plus a proportional share of the interest earned during the life of the grant for use in eligible programs;  
and

WHEREAS, the Pima County Attorney's Office (PCAO) will use their allocation of \$80,579 plus interest earned to alleviate violent crime by holding offenders accountable. Specifically, grant funds will be used to support the salary and employee related expenses for one full time equivalent prosecutor who will be hired for or re-assigned to a unit which prosecutes egregious and complicated felony cases; and

WHEREAS, the Pima County Sheriff's Department (PCSD) will apply its allocation of \$80,579 plus interest earned to continue with community outreach programs – These programs include a Rape Aggression Defense (RAD) program; a Dispose-A-Med program; and a Shred-A-Thon program – to the public; and

WHEREAS, it is in the City's and County's best interests to reallocate the JAG funds;  
and

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

#### ARTICLE I. PURPOSE

The purpose of this Agreement is to establish the responsibilities of the City and County, with respect to the fiscal management of funds provided under the JAG Program. This Agreement sets forth the responsibilities of the Parties herein and conditions under which the Agreement shall be executed.

## ARTICLE II. DURATION AND EFFECTIVE DATE

The term of this Agreement shall be from October 1, 2014 to September 30, 2018 or as extended by the US Department of Justice provided that it shall only take effect upon approval by the respective governing bodies of the City and the County. The Agreement term corresponds to the term for primary sources of federal funding for the Agreement activities, which is from October 1, 2014 to September 30, 2018 for the JAG Program. The term may be extended by action of the Parties if additional funding is obtained.

## ARTICLE III. DEFINITIONS

- A. The following terms as used in this Agreement are defined as follows:
1. TPD – The Tucson Police Department, which will act as the fiscal agent for the JAG Program funds awarded to the City and County.
  2. PCAO – The County Attorney’s Office, which will be reimbursed with grant funds by the fiscal agent for eligible costs.
  3. PCSD – The Pima County Sheriff’s Department, which will be reimbursed with grant funds by the fiscal agent for eligible costs.
  4. Parties – City of Tucson and Pima County.

## ARTICLE IV. OBLIGATIONS

- A. Role of Parties:
1. Agencies other than the City
    - a. To manage the resources maintained with the funds provided to each respective party.
    - b. To insure that all reimbursed costs meet the guidelines under which the JAG Program was awarded.

- c. To provide documentation to the fiscal agent to support reimbursement of grant-funded expenditures incurred by each respective party on a monthly basis. Such documentation shall meet the criteria established by the fiscal agent.

2. Role of TPD

- a) To act as the fiscal agent for the JAG Program and to maintain all financial records associated with grant expenditures.
- b) To insure that all expenditures charged to the JAG Program are in accordance with federal guidelines.
- c) To furnish the PCAO and PCSD with the criteria necessary for those agencies to receive reimbursement.
- d) To provide reimbursement to the PCAO and PCSD as described in the recitals within 30 days of receipt of proper supporting documentation of grant-related expenditures.

B. Relationships of Parties:

1. Each Party shall appoint and identify a contact person for the exchange of information and resolution of any problems under this Agreement. Each Party agrees to inform the other of the name and telephone number of such liaison and to exchange any other information relevant thereto in order that the function may be performed.
2. The Parties may jointly develop such Memoranda of Understanding executed between their respective chief administrators to address specific daily operations and training as may be necessary to implement the conditions of

this Agreement. Any changes to such Memoranda of Understanding may be made by mutual agreement of the Parties without the need for modifying the terms of this Agreement.

3. Each Party is solely responsible for insuring that its grant-reimbursable expenditures comply with the policies and procedures required under the JAG Program award. Should any one of the Parties incur expenditures that are deemed improper under the JAG Program guidelines and a reimbursement to the granting agency is required, the party incurring the original expenditures shall be solely responsible for that reimbursement. No other Party to this Agreement will be liable for any part of that reimbursement.

#### **ARTICLE V. INDEMNIFICATION AND INSURANCE**

Each Party agrees to indemnify and hold harmless the other from all injuries to persons or property caused by acts or omissions of the Party and/or its agents arising out of the Party's activities under this Agreement to the extent permissible by law. In the event of concurrent liability, the Parties shall have the right of contribution from one another in proportion to the respective liability of each Party.

#### **ARTICLE VI. TERMINATION**

This Agreement may be terminated in whole or in part as to any Party hereto on notice by that Party given in writing to the other Party not less than thirty (30) days in advance of the contemplated termination.

#### **ARTICLE VII. MISCELLANEOUS**

- A. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any Party hereto other than as expressly set forth herein.

- B. The Parties agree that should a dispute arise between them, in any manner, concerning Memoranda of Understanding (Article IV.B.2) and said dispute involves the sum of Ten thousand Dollars (\$10,000) or less in monetary damages only, exclusive of interest, cost or attorney's fees, the Parties will submit the matter to Binding Arbitration and the decision of the arbitrator(s) shall be binding upon the Parties.
- C. This Agreement is solely for the use and benefit of the Parties thereto, and is not intended to confer rights or benefits on any third Parties that would not exist in the absence of this Agreement.
- D. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the County or the City does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the City of Tucson shall have no further obligation to the County other than for payment with JAG Program funds for services rendered prior to cancellation.
- E. Legal Authority. If a court, at the request of a third person, should declare that either party lacks authority to enter into this Agreement, or any part of it, then the Agreement, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- F. Worker's Compensation. Each party shall comply with the notice of ARS §§23-1022(E). For purposes of ARS §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party,

irrespective of the operations in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

- G. Counterparts – This Agreement may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.
- H. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment approved and signed by both Parties.

**REMAINDER OF PAGE BLANK**

IN WITNESS WHEREOF, the Parties have severly given their respective consents authorized by law and the Parties hereto have executed this Agreement by and through their respective officers duly authorized.

CITY OF TUCSON, AZ

COUNTY OF PIMA, AZ

\_\_\_\_\_  
Jonathan Rothschild

Mayor

Date: November 17, 2015

APPROVED AS TO FORM:



Def- \_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Date: November 17, 2015

\_\_\_\_\_  
Ramon Valadez, Chair

Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

Attest:

\_\_\_\_\_  
Clerk of Board of Supervisors



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

**Subject:** Request for Approval of Sale of City Property Located Adjacent to the Pima County Animal Care Center (PACC) to Pima County (Ward 3)

Page 1 of 2

**Issue** – Mayor and Council authorization is requested approving the sale of City property located adjacent to the PACC to Pima County.

**City Manager’s Office Recommendation** – It is recommended that Mayor and Council adopt the attached Ordinance authorizing the sale to Pima County and authorizing the Mayor to execute all documents needed to complete the transaction.

**Background** – In 2007, the City sold approximately 8.8 acres to Pima County for the PACC. Recently, Pima County voters approved approximately \$22.0 million for construction of a new animal care facility and the County is now entering into the design process for this facility on the existing PACC site.

**Present Consideration** – In an effort to maximize future use and flexibility with the expansion project, Pima County has requested the acquisition of an additional 2.294 acres of land, a portion of which Pima County has previously been utilizing under a Right of Entry for temporary use during construction. The subject parcel is part of the Columbus Park Master Plan that calls for an equestrian center and associated amenities to be built adjacent to the site. Negotiations with Pima County have resulted in the conveyance of an easement to the City along the southern portion of the parcel for the future ingress and egress access road to the equestrian facilities. The provision of this access to the site maintains and complies with the intent of the Master Plan.

**Plan Tucson Consideration** - This item relates to the Element of Land Use, Transportation, & Urban Design and Parks and Recreation. This item is supported by the following policies:

- PI7 – Coordinate with utility companies and other public service providers for the planning of infrastructure, facilities, and services, making sure infrastructure and facility construction are sensitive in design and location to environmental and historic resources.
- LT6 – Promote the development of dog friendly facilities within the urban environment.
- PR4 – Ensure a range of recreational opportunities from passive to active.

This item also relates to Chapter Four, Plan Implementation & Administration, and the City's ability to implement Plan Tucson by having the right foundational elements in place, such as resources, partnerships, procedures, agreements, and other administrative elements.

**Financial Considerations** – Based upon an appraisal completed on an adjacent parcel, a land value has been determined in the amount of \$81,921 which takes into consideration an estimated \$200,000 to \$250,000 in archeology remediation costs that Pima County will incur. Net proceeds after closing costs from the sale of the surplus parcel shall be returned to the general fund.

**MAYOR AND COUNCIL COMMUNICATION**

Page 2 of 2

**Request for Approval of Sale of City Property Located Adjacent  
to the Pima County Animal Care Center (PACC) to Pima County  
(Ward 3)**

**Legal Considerations** – An Ordinance has been prepared by the City Attorney's Office to facilitate acceptance of the Offer to Purchase Agreement and authorize conveyance of the property to Pima County.

Respectfully submitted,



Albert Elias  
Assistant City Manager

Real Estate Program/Parks and Recreation

Attachment: Ordinance

ADOPTED BY THE  
MAYOR AND COUNCIL

November 17, 2015

ORDINANCE NO. 11313

RELATING TO REAL PROPERTY; AUTHORIZING THE SALE OF CITY-OWNED PROPERTY LOCATED ADJACENT TO THE PIMA COUNTY ANIMAL CARE CENTER TO PIMA COUNTY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA AS FOLLOWS:

SECTION 1. The sale of the 2.294 acre parcel of City-owned property located adjacent to and necessary for the expansion of the Pima Animal Care Center, as shown on the map attached as Exhibit A ("Map"), to Pima County for \$81,921 is authorized and approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the proposed sale documents which have been approved as to form by the Tucson City Attorney's Office, and the City Clerk is directed to attest to the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Ordinance.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Ordinance become immediately

effective, an emergency is hereby declared to exist and this Ordinance shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 17, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

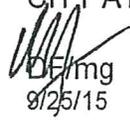
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:

  
\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY MANAGER

  
DF/mg  
9/25/15

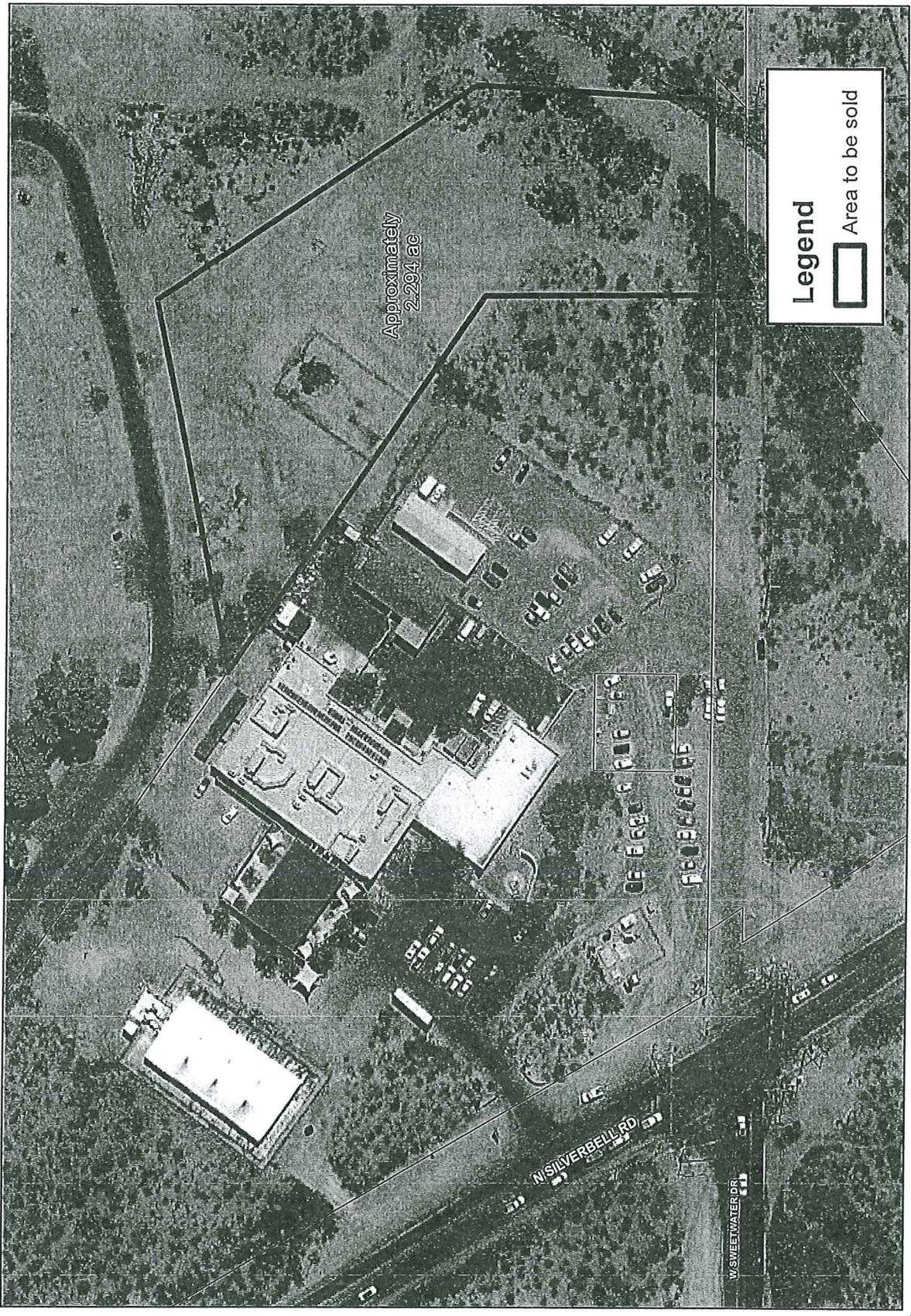


# ARLA MAP PACC Expansion Site



## REAL ESTATE PROGRAM

R. Tripp  
9/17/2015





# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

**Subject: Authority to Acquire Right of Way for the Grant Road–  
Palo Verde Avenue to Venice Place Improvement  
Project (Wards 3 and 6)**

Page: 1 of 2

Issue – Mayor and Council authorization is requested to acquire right of way and certain easements for the Grant Road – Palo Verde Avenue to Venice Place Improvement Project.

City Manager's Office Recommendation – It is recommended that Mayor and Council adopt the attached Resolution authorizing the acquisition of right of way and easements for the Subject Project.

Background – Mayor and Council approved Resolution 21190 in 2009, authorizing acquisition of property along the entire Grant Road Improvement Plan alignment. As design work progressed along the subject segment of the Grant Road corridor, the majority of properties to be acquired were identified.

Present Consideration – The design has progressed to the point of identifying impacts to affected parcels. Mayor and Council are asked to authorize acquisition of right of way in order to finalize all property needs and remain on schedule to begin construction in 2018.

Legal Considerations – The attached Resolution, prepared by the City Attorney, authorizes and directs City staff to facilitate and complete acquisitions through negotiations with the property owners, if possible. The Resolution also authorizes the acquisitions through eminent domain, but this authority would only be exercised in the event that the negotiations are not successful in achieving the acquisitions. Any acquisition through eminent domain would be accomplished under the procedures set out in Title 12 of Arizona Revised Statutes.

Plan Tucson Consideration – This item relates to the Element of Land Use, Transportation, & Urban Design. This item is supported by the following policy:

- LT22 – Participate in efforts to develop a coordinated regional, multi-modal transportation system that improves the efficiency, safety, and reliability of transporting people and goods within the region and to destinations outside of the region.

This item also relates to Chapter Four, Plan Implementation & Administration, and the City's ability to implement Plan Tucson by having the right foundational elements in place, such as resources, partnerships, procedures, agreements, and other administrative elements.

**MAYOR AND COUNCIL COMMUNICATION**

Page 2 of 2

**Authority to Acquire Right of Way for the Grant Road- Palo Verde Avenue to Venice Place Improvement Project (Wards 3 and 6)**

Financial Considerations – Capacity has been included in the Tucson Department of Transportation's Capital Improvement Program for this project.

Respectfully submitted,



Albert Elias  
Assistant City Manager

AE/Daryl Cole/ACM  
Transportation Department

Attachment: Resolution

ADOPTED BY THE  
MAYOR AND COUNCIL

November 17, 2015

RESOLUTION NO. 22493

RELATING TO TRANSPORTATION AND REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ACQUIRE BY NEGOTIATION, AND THE CITY ATTORNEY TO CONDEMN IF NECESSARY, CERTAIN RIGHTS OF WAY AND EASEMENTS NECESSARY FOR THE GRANT ROAD – PALO VERDE AVENUE TO VENICE PLACE IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The City Manager hereby is authorized and directed to negotiate for and acquire certain rights of way and easements which are necessary for the Grant Road – Palo Verde Avenue to Venice Place Improvement Project, as shown on the map attached hereto as Exhibit A (“Property”). The negotiated purchase price for the Property shall not exceed the appraised value by the greater of five percent (5%) thereof, or Five Hundred Dollars (\$500).

SECTION 2. In the event and to the extent of any conflict between the Property to be acquired hereby and the property that was to be acquired by that Resolution No. 21190, adopted by Mayor and Council on January 13, 2009, the terms and conditions of this Resolution shall supersede and control.

SECTION 3. The City Attorney is hereby authorized and directed to initiate eminent domain proceedings to condemn the Property and to secure the immediate possession thereof should negotiations for acquisition be unsuccessful.

SECTION 4. The City Manager, or his designee, is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to any and all documents necessary to effectuate the above-contemplated transaction for and on behalf of the City of Tucson.

SECTION 5. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 6. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 17, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:

  
\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY MANAGER

DF:mg  
10/27/15









# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

Subject: Grant Agreement Between the City of Tucson (City) and Pima Association of Governments (PAG) for Federal Transit Administration (FTA) JARC Grants AZ-37-X016, AZ-37-X020, AZ-37-X021, and AZ-37-X023; and New Freedoms Grants AZ-57-X011, AZ-57-X015, AZ-57-X017, and AZ-57-X019 for Administration Assistance (City Wide and Outside City)

Page: 1 of 2

Issue – Mayor and Council authorization is requested to enter into a Grant Agreement with PAG so that PAG may receive FTA grant funds for program administration of Job Access and Reverse Commute (JARC) and New Freedoms programs from FTA Grants AZ-37-X016, AZ-37-X020, AZ-37-X021, AZ-37-X023, AZ-57-X011, AZ-57-X015, AZ-57-X017, and AZ-57-X019. The City is required to monitor all FTA funds made available to local municipalities and local units of government showing a substantial effort toward the preservation, improvement, and operation of mass transit systems.

City Manager's Office Recommendation – It is recommended that Mayor and Council adopt the attached Resolution authorizing the execution of the grant agreement between the City and PAG, allowing PAG to spend FTA funding for program administration of JARC and New Freedoms funding.

Background – Chapter 53 of Title 49 United States Code (formally the Federal Transit Act of 1964, as amended) makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement, and operation of mass transit systems. PAG, via FTA Grants AZ-37-X016, AZ-37-X020, AZ-37-X021, AZ-37-X023, AZ-57-X011, AZ-57-X015, AZ-57-X017, and AZ-57-X019 will be a subrecipient and subject to FTA requirements when spending these funds. The City is the designated recipient of these funds and, as such, is required to monitor all aspects of the spending of these FTA funds.

Per federal regulations, this project was derived from a locally developed, coordinated public transit-human services transportation planning process and the funds are being distributed on a fair and equitable basis.

Legal Considerations – The City Attorney's Office has prepared the attached Resolution and has reviewed and approved the Agreement as to form.

Plan Tucson Considerations – This item relates to the Element of Land Use, Transportation, & Urban Design and is supported by policy LT22 – Participate in efforts to develop a coordinated regional, multi-modal transportation system that improves the efficiency, safety, and reliability of transporting people and goods within the region and to destinations outside of the region.

This item also relates to Chapter Four, Plan Implementation & Administration, and the City's ability to implement Plan Tucson by having the right foundational elements in place, such as resources, partnerships, procedures, agreements, and other administrative elements.

NOV17-15-429

MAYOR AND COUNCIL COMMUNICATION

Page: 2 of 2

Grant Agreement Between the City of Tucson (City) and Pima Association of Governments (PAG) for Federal Transit Administration (FTA) JARC Grants AZ-37-X016, AZ-37-X020, AZ-37-X021, and AZ-37-X023; and New Freedoms Grants AZ-57-X011, AZ-57-X015, AZ-57-X017, and AZ-57-X019 for Administration Assistance (City-Wide and Outside City)

Financial Considerations – Via the Grant Agreement, \$69,911 in JARC funds and \$33,606 in New Freedoms funds is being passed through the City to PAG for program administration of JARC and New Freedoms funding. There is no required local match for these funds. The City has no financial requirement per this Grant Agreement.

Respectfully submitted,



Albert Elias  
Assistant City Manager

AE/DarylCole/JZ/ts  
Transportation

Attachment: Resolution

ADOPTED BY THE  
MAYOR AND COUNCIL

November 17, 2015

RESOLUTION NO. 22494

RELATING TO TRANSPORTATION; AUTHORIZING AND APPROVING THE GRANT AGREEMENT BETWEEN THE CITY OF TUCSON (CITY) AND THE PIMA ASSOCIATION OF GOVERNMENTS (PAG) FOR FEDERAL TRANSIT ADMINISTRATION (FTA) GRANTS AZ-37-X016, AZ-37-X020, AZ-37-X021, AND AZ-37-X023 AND NEW FREEDOMS GRANTS AZ-57-X011, AZ-57-X015, AZ-57-X017 AND AZ-57-X019 FOR ADMINISTRATIVE ASSISTANCE; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Grant Agreement between the City and PAG for FTA Grants Nos. AZ-37-X016, AZ-37-X020, AZ-37-X021, and AZ-37-X023; and New Freedoms Grants AZ-57-X011, AZ-57-X015, AZ-57-X017 and AZ-57-X019, allowing PAG to spend FTA funding for program administration of JARC and New Freedoms funding, attached hereto as Exhibit A, is authorized and approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Grant Agreement for and on behalf of the City of Tucson and the City Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Tucson, Arizona, November 17, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:

  
\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY MANAGER

DF:mg  
10/27/15

**CITY OF TUCSON, ARIZONA  
DEPARTMENT OF TRANSPORTATION  
GRANT AGREEMENT BETWEEN  
THE CITY OF TUCSON  
AND  
THE PIMA ASSOCIATION OF GOVERNMENTS  
FOR  
FEDERAL TRANSIT ADMINISTRATION (FTA)  
JARC GRANTS  
AZ-37-X016, AZ-37-X020, AZ-37-X021, AZ-37-X023  
AND  
NEW FREEDOMS GRANTS  
AZ-57-X011, AZ-57-X015, AZ-57-X017, AZ-57-X019  
FOR  
ADMINISTRATION ASSISTANCE**

This Grant Agreement, hereinafter referred to as "Agreement" made and entered into by and between CITY OF TUCSON, ARIZONA, a municipal corporation, hereinafter referred to as "Tucson" and PIMA ASSOCIATION OF GOVERNMENTS, an Arizona non-profit corporation, hereinafter referred to as "PAG".

**Recitals**

WHEREAS, the Mayor and Council of Tucson, are authorized and empowered by provisions of the Tucson Charter to execute Agreement; and to enter into Agreements with other entities within the Tucson Urbanized Area to provide transit related services; and,

WHEREAS, PAG is an Arizona non-profit corporation; and

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, the Federal Transit Administration's (FTA's) Master Agreement dated October 1, 2014 (<http://www.fta.dot.gov/documents/21-Master.pdf>), and any subsequent revisions thereto, between Tucson and the FTA governing the administration of vehicles purchased and service provided with federal assistance, are incorporated herein by this reference;

WHEREAS, Tucson did apply for and was granted a Job Access/Reverse Commute grant and a New Freedoms grant from FTA under Grants AZ-37-X016, AZ-37-X020, AZ-37-X021, AZ-37-X023 ("JARC") and AZ-57-X011, AZ-57-X015, AZ-57-X017, AZ-57-X019 ("New Freedoms"); and

WHEREAS, the parties intend to implement and complete the above-referenced program.

NOW THEREFORE, Tucson and PAG, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows.

## AGREEMENT

### 1. Scope of Services.

#### **Administration of Job Access/Reverse Commute (JARC) and New Freedoms Projects:**

- 1.1 PAG shall have the financial capacity to administer the Urbanized JARC and New Freedoms Program pursuant to the FTA Master Agreement, OMB Circular A-122, and 49 CFR Part 18.
- 1.2 The Federal amount of up to **\$69,911** (JARC grants AZ-37-X016, AZ-37-X020, AZ-37-X021, and AZ-37-X023) and **\$33,606** (New Freedoms grants AZ-57-X011, AZ-57-X015, AZ-57-X017, and AZ-57-X019) and is being passed through Tucson to PAG for their assistance in administering the JARC and New Freedoms projects.
- 1.3 PAG agrees to do the following when assisting and administering the JARC and New Freedoms projects for the PAG Region:
  - 1.3.1 Complete the project and request reimbursement within twenty (20) months of the grant award by the Federal Transit Administration. Funding for uncompleted or unbilled projects will be reassigned at the discretion of Tucson, as needed to close out the grant. This Agreement shall take effect and shall remain in effect until all funds are expended but no more than 20 months from date of execution by the parties to this grant.
  - 1.3.2 Develop and update the Regional Public Transit Human Services Coordinated Transportation Plan as necessary per federal regulations.
  - 1.3.3 Conduct an area-wide competitive selection process.
  - 1.3.4 Certify a fair and equitable distribution of funds resulting from the competitive selection process.
  - 1.3.5 Certify that each project selected was derived from the locally developed, coordinated public transit-human services transportation plan
  - 1.3.6 Certify that the local plan was developed through a process that included representatives of public, private, and non-profit transportation and human services providers and participation by the public.

### 2. Definitions

**Financial Capacity:** To receive a grant under the JARC Program and New Freedoms Program, a grant applicant must certify that it has or will have the financial capacity to carry out the proposed program of projects. A recipient of FTA funds must be able to match and manage those funds, to cover cost overruns, to cover operating deficits through long-term stable and reliable sources of revenue, and to maintain and operate federally funded facilities and equipment.

### 3. Obligations of Tucson

Tucson will monitor PAG compliance with, and performance under, the terms and conditions of this Agreement. Tucson may make on-site visits for Agreement compliance monitoring any time during PAG normal business hours, announced or unannounced. For auditing purposes PAG shall make available for inspection and/or copying by the Tucson representatives, all records and accounts relating to the work performed or the services provided under this Agreement.

#### 4. Obligations of PAG

- 4.1 PAG agrees to submit reports, statements and/or plans as required by Tucson or the FTA. Quarterly reports are due on or before the 15<sup>th</sup> of the month following the end of the quarter (i.e. October 15, January 15, April 15 and July 15); and annual reports are due ninety (90) days after the end of the fiscal year (July 1—June 30).

REPORT	FREQUENCY	DESCRIPTION
JARC and New Freedom Grant Status Report	Quarterly	Status of each project by grant number
Single Audit Report	Annually	Copy of federally required audit

- 4.2 PAG agrees to permit the authorized representatives of Tucson, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data and records relating to this Agreement. All required records shall be maintained for a minimum of three (3) years, after the grant has been formally closed.
- 4.3 Before entering into any third-party contracts, PAG agrees ensure, to the best of their knowledge and belief, that none of their third-party contractors, principals, and/or affiliates is suspended, debarred, ineligible, or voluntarily excluded from participating in a federally assisted transactions or procurements. To determine such, PAG shall check the Excluded Parties Listing System (EPLS) (<http://epls.arnet.gov/>) and keep a hard copy record of such assurance.
- 4.4 In performing the services for which federal funding is provided under this Agreement, PAG agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter “Laws”) applicable to this Agreement, to the services provided pursuant to this Agreement, and to Tucson as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws.
- 4.5 PAG agrees to establish and maintain for the administration of JARC and New Freedoms projects either a separate set of accounts, or separate accounts within the framework of established accounting system, that can be identified with the services provided consistent with applicable federal regulations and other requirements that FTA may impose.
- 4.6 PAG, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- 4.7 PAG is to assure no Federal appropriated funds have been paid or will be paid, by or on behalf of PAG 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 Agreement, 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 agreement, grant, loan, or cooperative agreement.
- 4.8 PAG, as a subrecipient, agrees to follow the FTA Master Agreement dated October 1, 2014 (<http://www.fta.dot.gov/documents/21-Master.pdf>), and any subsequent revisions thereto).
- 4.9 PAG agrees to follow FTA Circular 4220.1F ([http://www.fta.dot.gov/documents/FTA\\_Circular\\_4220.1F\\_-\\_Finalpub1.pdf](http://www.fta.dot.gov/documents/FTA_Circular_4220.1F_-_Finalpub1.pdf)) pursuant to third-party procurements (both capital and operating).

## **5. Mutual Obligation**

- 5.1 Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee; and, further, that no member or delegate to Congress, the Tucson Council or any employee of PAG has any interest, financial or otherwise, in this Agreement.
- 5.2 The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard, Tucson as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the FTA Master Agreement. In order for PAG to receive funding under this Agreement with Tucson, PAG is required to similarly accept and comply with all such terms and conditions and PAG does hereby specifically agree to be bound thereby. PAG is solely responsible for complying with all of the terms and conditions of the FTA Master Agreement dated October 1, 2014 (<http://www.fta.dot.gov/documents/21-Master.pdf>), and any subsequent revisions thereto.

## **6. Payment & Billing**

- 6.1 Administration of Job Access and Reverse Commute (JARC) and New Freedoms Projects: PAG shall submit direct costs (per OMB circular A-122) related to the administration of Job Access and Reverse Commute and New Freedoms projects as related to this Grant Agreement. Except as permitted otherwise by Federal Law, PAG agrees to provide sufficient funds along with the Federal financial assistance awarded, that will assure payment of the actual cost of any administration covered by this Grant Agreement. PAG will be solely responsible for any cost overages pursuant to direct costs related to the administration of Job Access and Reverse Commute projects and New Freedoms projects which exceed this Grant Agreement.
- 6.2 Quarterly, PAG will submit a reimbursement letter to Tucson requesting reimbursement per the terms of this Agreement. The reimbursement letter shall include a quarterly invoice and shall be accompanied by all necessary reports, documentation per OMB Circular A-122 (e.g. signed timesheets/time records), and applicable receipts.
- 6.3 No reimbursements shall be made unless all required reports have been submitted. To be eligible for reimbursement, projects must be completed and reimbursement must be requested within twenty (20) months of the grant award by the Federal Transit Administration. Funding for uncompleted or unbilled projects will be assigned at the discretion of Tucson, as needed to close out the grant. Any monies spent shall show full documentation with invoices and signatures showing receipt of monies.

## **7. Termination.**

- 7.1 Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.
- 7.2 This Agreement may be terminated at any time, without cause, by providing written notice of such termination to the other party at least ninety (90) days prior to the termination date.
- 7.3 This Agreement is subject to the provisions of A.R.S. § 38-511.

## **8. Indemnification.**

- 8.1 Mutual Indemnity. To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold the other party, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the indemnifying party, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement.
- 8.2 Notice. Each party shall notify the other in writing within thirty (30) days of the receipt of any claim, demand, suit or judgment against the receiving party for which the receiving party intends to invoke the provisions of this Article. Each party shall keep the other party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article.
- 8.3 Negligence of indemnified party. The obligations under this Article shall not extend to the negligence of the indemnified party, its agents or employees.

## **9. Insurance**

- 9.1 When requested by the other party, each party shall provide proof to the other of their worker's compensation, automobile, accident, property damage, and liability coverage or program of self-insurance.
- 9.2 PAG shall include Tucson as an additional insured on PAG's liability insurance policy as part of this agreement.

## **10. Books and records.**

- 10.1 Each party shall keep and maintain proper and complete books, records and accounts, which shall be open for inspection and audit by duly authorized representatives of any other party at all reasonable times.

## **11. Non-Assignment**

- 11.1 Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

## **12. Construction of Agreement.**

- 12.1 Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.
- 12.2 Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- 12.3 Interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- 12.4 Captions and Headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

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

### **13. Ownership of Improvements.**

Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in Tucson upon completion of the Project.

### **14. Legal Jurisdiction.**

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of Tucson or PAG.

### **15. No Joint Venture**

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between Tucson and any PAG employees, or between PAG and any Tucson employees. Neither party shall be liable for any debts, accounts, obligations, nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

### **16. No Third Party Beneficiaries.**

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

### **17. Compliance with Laws.**

- 17.1 The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.
- 17.2 Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Agreement.
- 17.3 Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 17.4 Workers' Compensation. An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, only for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall comply with the employee notice provisions of A.R.S. §§ 23-906(D) and 23-1022(E).
- 17.5 No Scrutinized Business Operations. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each of the Parties certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
- 17.6 Federal Immigration Laws - A.R.S. § 41-4401. Each party and each subcontractor it uses warrants

its compliance with all federal immigration laws and regulations that relate to its employees, and compliance with A.R.S. § 23-214(A).

**18. Waiver.**

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

**19. Force Majeure.**

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

**20. Notification.**

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

PAG:

Farhad Moghimi, Executive Director  
Pima Association of Governments  
One East Broadway  
Tucson, AZ 85701

City of Tucson:

Daryl W. Cole, Director  
Tucson Department of Transportation  
201 N. Stone Avenue, 6<sup>th</sup> Floor  
Tucson, AZ 85701

**21. Remedies.**

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

**22. Counterparts.**

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

In Witness Whereof, the City of Tucson has caused this Agreement to be executed by the Mayor and Council, upon resolution of the Mayor and Council attested to by the City Clerk, and the Pima Association of Governments has caused this Agreement to be executed by its Executive Director.

**PIMA ASSOCIATION OF GOVERNMENTS:**

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

\_\_\_\_\_  
Date

**CITY OF TUCSON :**

\_\_\_\_\_  
Jonathan Rothschild, Mayor

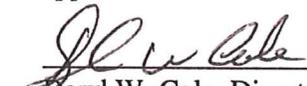
November 17, 2015  
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

November 17, 2015  
\_\_\_\_\_  
Date

The foregoing Agreement between the City of Tucson and the Pima Association of Governments has been approved as to content and is hereby recommended by the undersigned.

  
\_\_\_\_\_  
Daryl W. Cole, Director  
City of Tucson Department of Transportation

10/27/15  
\_\_\_\_\_  
Date

**ATTORNEY CERTIFICATION**

The foregoing Agreement by and between Pima Association of Governments and the City of Tucson has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement.

**Pima Association of Governments:**

\_\_\_\_\_  
Attorney for PAG Date

\_\_\_\_\_

**City of Tucson:**

  
\_\_\_\_\_  
Attorney for the City of Tucson

10/28/2015  
\_\_\_\_\_  
Date



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

**Subject: Amendment 3 to Addendum 1 to the City of Tucson –  
Town of Oro Valley Intergovernmental Agreements (IGA)  
relating to Effluent and Reclaimed Water (Outside City)**

Page: 1 of 3

**Issue** – Certain provisions of the effluent and reclaimed water IGAs with the Town of Oro Valley expired on October 31, 2015. The attached Amendment 3 to that Addendum will continue reclaimed services for an additional five (5) years.

**City Manager's Office Recommendation** – The Mayor and Council is respectfully requested to adopt the attached Amendment 3 to Addendum 1 to the City of Tucson (City) – Town of Oro Valley (Town) IGA relating to effluent and reclaimed water.

**Background** – The landmark 2000 Supplemental Effluent agreement with Pima County established the principle that the City would transfer to other local water providers ownership of that portion of effluent that was derived from the other water providers' delivery of potable water to its customers. On November 5, 2001, the first such effluent-sharing agreements were approved with the Town and Metro Water. Reclaimed water agreements were also adopted at the same time with these entities and established that the City would provide reclaimed water production and delivery services for these entities. In 2009, similar effluent sharing and reclaimed water agreements were approved with the Flowing Wells Irrigation District and the Spanish Trail Water Company.

The 2001 effluent sharing and reclaimed water agreements with the Town anticipated that one or more follow-up agreements would be adopted that would implement the direction in the 2001 agreements. Subsequently, on October 27, 2003, the City adopted Addendum 1 to the 2001 agreements with the Town. The 2003 Addendum established the following:

- The City agreed to treat the Town's reclaimed water and deliver it to the Town at the City's Thornydale Reclaimed Reservoir. The Town agreed to pay for the design and construction of a booster and interconnect at the Thornydale site, and to construct the entire additional infrastructure required for the Town to deliver the reclaimed water to golf courses and other turf facilities within its service area. The Town began taking reclaimed water from the Thornydale Reservoir in October 2005.
- The Addendum defined the initial 5 year time frame in which the City would charge the Town the *interruption rate* for reclaimed water; it would begin no later than October 31, 2005, and it guaranteed the availability, under normal operating conditions, of a peak flow of 3.75 million gallons per day of reclaimed water to the Town.
- After this initial five-year period, the 2003 Addendum established that the City would not guarantee delivery of reclaimed water to the Town unless both parties had entered into a subsequent agreement for delivery of reclaimed water to the Town on a *non-interruption* basis. If no subsequent agreement was entered into, the Town could elect to continue

Amendment 3 to Addendum 1 to the City of Tucson – Town of Oro  
Valley IGAs relating to Effluent and Reclaimed Water (Outside City)

receiving reclaimed water at the interruptible rate, but the City would not guarantee the amount of delivery capacity available to the Town at the interruptible rate. In such case, the Town would be at risk that the City would obtain new reclaimed customers along this portion of the reclaimed system who would pay non-interruptible rates. Such new customers could use up some or all of the 3.75 million gallons per day desired by the Town.

- In 2010 and 2013, the City and Town executed Amendments 1 & 2, allowing the City to continue reclaimed water service to the Town on an *interruptible* basis for a total of 5 years. During this time the City assessed impacts on the reclaimed system from Pima County's Agua Nueva Wastewater Treatment Plant coming online. The amendments provided that parties would work to complete a follow-up agreement within that time frame.

**Present Considerations** – The Town has made a significant investment in its reclaimed water delivery infrastructure, and its continued use of reclaimed water at golf courses and turf facilities has water management benefits for the region. The City and Town have come to an agreement for delivery of reclaimed water to the Town on a non-interruptible basis.

The net effect of the Amendment will be that the City will reserve capacity to deliver as much as 3.75 million gallons per day of reclaimed water to the Town on a non-interruptible basis at the interruptible rate until December 31, 2020. In addition, if the Town's demand exceeds their entitlement, the City will continue to provide the additional reclaimed water from the City's supply, and will be compensated for this excess water. The compensation will be either by monetary payments at 93% of the "firm" cost of CAP M&I water, or by transfer of long-term storage credits. This reflects the value of reclaimed water and effluent resources. Continued non-interruptible deliveries after December 31, 2020 are contingent upon the parties' agreement to a subsequent Addendum to the IGAs relating to effluent and reclaimed water.

**Plan Tucson Considerations** – This item is related to the Element of *Water Resources*. Specifically, this item is supported by the following policies:

- WR2 - Expand the use of alternative sources of water for potable and non-potable uses, including rainwater, gray water, reclaimed water, effluent, and stormwater.
- WR7 - Collaborate on multi-jurisdictional and regional water planning and conservation efforts.

**Financial Considerations** – The City will continue to be reimbursed through the interruptible rate charges for the operating costs to treat and deliver reclaimed water to the Town during the term of the Amendment.

Additionally, the City will be reimbursed at the higher established rate for excess reclaimed water used by the Town.

Amendment 3 to Addendum 1 to the City of Tucson – Town of Oro Valley IGAs relating to Effluent and Reclaimed Water (Outside City)

**Legal Considerations** – The attached Amendment 3 to the 2003 Addendum 1 to the 2001 effluent and reclaimed IGAs with the Town has been reviewed by the City Attorney's Office and approved as to form.

Respectfully submitted,



Albert Elias  
Assistant City Manager / Interim Director, Tucson Water

AE/jh

Attachments: Oro Valley Effluent IGA  
Addendum 1  
Amendment 1 to Addendum 1  
Amendment 2 to Addendum 1  
Extension to Amendment 2 to Addendum 1  
Resolution

CITY OF TUCSON – TOWN OF ORO VALLEY  
INTERGOVERNMENTAL AGREEMENT  
RELATING TO EFFLUENT

This is an Intergovernmental Agreement (“IGA”) dated this 5<sup>th</sup> day of November, 2001, by and between the City of Tucson, Arizona, a municipal corporation, hereinafter referred to as “Tucson” and the Town of Oro Valley, a municipal corporation of the State of Arizona, hereinafter referred to as “Oro Valley.”

SECTION I. RECITALS.

The following recitals represent the general principles to which the Parties have agreed. These principles are therefore incorporated in the specific covenants that follow.

- 1.1 Tucson and Oro Valley are empowered by A.R.S. Title 11, Chapter 7, Article 3 to enter into this Intergovernmental Agreement (“IGA”).
- 1.2 Oro Valley presently owns and operates a water utility system within and without Oro Valley’s boundaries.
- 1.3 Tucson is authorized by the Tucson Charter, Chapter IV, Section 1(7) “...to establish, maintain, equip, own and operate, works and appliances within and without city for supplying Tucson and its inhabitants also persons, firms and corporations outside Tucson, including other municipal corporations, with water...”
- 1.4 Tucson owns and operates a water utility both within and without the limits of Tucson.
- 1.5 Tucson presently provides water service within the incorporated limits of Oro Valley.
- 1.6 Tucson, pursuant to a 1979 Effluent IGA with Pima County (“1979 IGA”) (Exhibit 1), and a 2000 Supplemental Effluent IGA with Pima County dated February 7, 2000 (“2000 Supplemental IGA”) (Exhibit 2), owns the Effluent derived from the Metropolitan Area wastewater treatment plants (currently Roger Road and Ina Road), subject to: the Conservation Effluent Pool established in the 2000 Supplemental IGA, the entitlement of Pima County to 10% of the Effluent, and the entitlement of the Secretary of Interior to the SAWRSA Effluent. Tucson has waived its right to control Effluent derived from Non-Metropolitan Area wastewater treatment plants, subject to certain conditions in the 2000 Supplemental IGA.
- 1.7 This IGA is intended to comply with the 2000 Supplemental IGA, which declares that, “Reasonable efforts should be made, consistent with the principles and purposes of this Supplemental IGA, to give other Water Providers reasonable access to Effluent derived from the water they supply, so long as they pay all costs

associated with the use of said Effluent.” 2000 Supplemental IGA, Exhibit 2, at Section 2.4.

- 1.8 This IGA is entered into pursuant to the provisions of the Settlement Agreement (“Settlement Agreement”) between the City of Tucson and the Town of Oro Valley dated \_\_\_\_\_, 2001, recorded in the office of the Pima County Recorder at Book \_\_\_\_, Page \_\_\_\_, and to which the form of this IGA is attached as Exhibit A.
- 1.9 Oro Valley’s agreement set forth in Section 4.3.6 hereof is a material incentive for Tucson to enter into this IGA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties covenant and agree as follows:

## SECTION II. STATEMENT OF PURPOSE.

The purpose of this IGA is to create, set forth and define the intended relationships between Oro Valley and Tucson regarding the disposition of Effluent derived from the Waters of Oro Valley and describe the rights and duties of each Party to the other regarding such Effluent.

## SECTION III. DEFINITIONS.

Notwithstanding any similarities as may appear when compared to the definitions in the 1980 Groundwater Management Act or elsewhere in A.R.S. Title 45, or any other statute, the following words and phrases shall have the following defined meanings for the purpose of this IGA:

- 3.1 Addendum. An amendment, addition, or deletion to this IGA adopted and approved by the Parties shall be called an “Addendum” and shall be numbered and dated, such as “Addendum 1, Adopted May 1, 2002.”
- 3.2 Available Effluent. The quantity of remaining Effluent in any calendar year after the delivery of SAWRSA Effluent to the United States and the delivery of the Conservation Pool Effluent.
- 3.3 Default. An act or omission that violates this IGA.
- 3.4 Conservation Effluent Pool. Effluent from the Metropolitan Area wastewater treatment plants reserved for Riparian Projects (as defined by the 2000 Supplemental IGA) under Section V of the 2000 Supplemental IGA.
- 3.5 Effluent. Wastewater that has received a minimum of secondary wastewater treatment necessary to meet discharge permit standards, including wastewater that has received treatment to Reclaimed Water standards or higher standards.
- 3.6 Interruptible As Available. Reclaimed Water production and delivery services provided by Tucson on a capacity available basis, as determined by Tucson.

- 3.7 Metropolitan Area. The area which is now or in the future served by the Roger Road, Ina Road, or Randolph Park treatment plants, or by any additional collection and treatment facilities hereafter constructed which: 1) are physically integrated into the existing metropolitan sewerage system; 2) serve any portion of the integrated water service area of Tucson; or 3) serve any portion of the water service area of a Water Provider that was served by treatment plants in the metropolitan area, as defined in the 1979 IGA, as of February 8, 2000.
- 3.8 Non-interruptible. Reclaimed Water production and delivery services provided by Tucson with the same degree of reliability as such services are provided to Tucson's retail water customers within Tucson's service area.
- 3.9 Non-Metropolitan Area. The existing treatment facilities at Mount Lemmon, Arivaca Junction, Avra Valley, Green Valley, Marana, Rillito, Corona de Tucson, and Pima County Fairgrounds shall be denominated as Non-Metropolitan Area facilities.
- 3.10 Reclaimed Water. Wastewater that has received treatment to a quality suitable for open access reuse under state and federal laws.
- 3.11 Waters of Tucson. All water purchased, pumped or developed by Tucson in any way, including Central Arizona Project water, groundwater, surface water, and Effluent, for which there is a water right or a contractual right.
- 3.12 Waters of Oro Valley. All water purchased, pumped or developed by Oro Valley in any way, including Central Arizona Project water, groundwater, surface water, and Effluent, for which there is a water right or a contractual right.
- 3.13 Oro Valley's Effluent. Effluent that has been assigned to Oro Valley pursuant to this IGA.
- 3.14 SAWRSA Effluent. The 28,200 acre feet, plus losses, of annual Effluent entitlement which Tucson assigned and conveyed to the United States by contract dated October 11, 1983, pursuant to the provisions of the Southern Arizona Water Rights Settlement Act ("SAWRSA").

#### SECTION IV. PROVISIONS RELATING TO EFFLUENT.

- 4.1 Effluent from Non-Metropolitan Area Wastewater Treatment Plants. Subject to Section IV of the 2000 Supplemental IGA, Tucson has waived its right of unilateral control over the use and disposition of Effluent discharged from Pima County treatment plants located in a Non-Metropolitan Area. Oro Valley acknowledges that as of the Effective Date of the IGA, no Non-Metropolitan Area wastewater treatment plant produces Effluent from the Waters of Oro Valley. If Oro Valley ever expands its water service area to areas served by the existing Non-Metropolitan Area wastewater treatment plants of Mount Lemmon, Arivaca Junction, Avra Valley, Green Valley, Marana, Rillito, Corona de Tucson, or Pima County Fairgrounds Facilities, Oro Valley agrees that Section IV of the 2000

Supplemental IGA, not this IGA, will govern Oro Valley's access to such Effluent derived from Waters of Oro Valley produced at these Non-Metropolitan Area wastewater treatment plants. Effluent produced from the Waters of Oro Valley that are captured by Non-Metropolitan Area wastewater treatment plants or facilities shall be excluded from the amount of Effluent available to Oro Valley in accordance with the Effluent Allocation Formula attached as Exhibit 3 to this IGA.

4.2 Effluent Derived from Waters of Oro Valley Produced at Existing and Future Metropolitan Area Wastewater Treatment Plants.

4.2.1 General Provisions Applicable to All Effluent Derived From Waters of Oro Valley.

4.2.1.1 The Parties expressly understand and agree that a portion of the Effluent produced by Pima County "(the County)" at the existing Metropolitan Area wastewater treatment plants is derived from Waters of Oro Valley. Subject to the terms of this IGA, as set forth fully below, Tucson hereby assigns to Oro Valley its rights, title and interest to the amount of such Effluent derived from Waters of Oro Valley calculated in accordance with the terms of this IGA.

4.2.1.2 The 1979 IGA and 2000 Supplemental IGA assign the Effluent produced at the Metropolitan Area wastewater treatment plants to Tucson. Tucson's assignment of rights, its rights, title and interest in Effluent to Oro Valley is subject to such obligations as Tucson may have under the terms of the 1979 IGA and 2000 Supplemental IGA with the County.

4.2.1.3 The quantity of Effluent assigned by Tucson to Oro Valley annually under this IGA shall be calculated in accordance with the Effluent Allocation Formula in Exhibit 3. Oro Valley's share of the Effluent, as calculated pursuant to the Effluent Allocation Formula, shall be reduced by its proportionate participation annually in providing Effluent to meet the following pre-existing obligations of Tucson under the 1979 IGA and 2000 Supplemental IGA:

4.2.1.3.1 Under SAWRSA, to make SAWRSA Effluent available each year to the United States;

4.2.1.3.2 To contribute Effluent to the Conservation Effluent Pool established in the 2000 Supplemental IGA; and

4.2.1.3.3 Under the 1979 IGA and the 2000 Supplemental IGA, the grant to the County of the use of 10% of Tucson's Effluent entitlement remaining after the SAWRSA Effluent and the Conservation Effluent Pool.

4.2.1.4 The point of delivery of Oro Valley's Effluent will be at a point or points reasonably agreed upon in writing by Tucson and Oro Valley.

4.2.1.5 The quantity of Effluent assigned to Oro Valley under this IGA and the schedule for delivery shall be the quantity and schedule established by the application of the Effluent Allocation Formula attached as Exhibit 3 to this IGA.

4.2.2 Effluent and Reclaimed Water Derived from Waters of Oro Valley from New Ina Road Treatment Facility and Future Metropolitan Area Wastewater Treatment Facilities.

4.2.2.1 At the time of this IGA, the County is constructing a new treatment facility at Ina Road. Oro Valley acknowledges that the 2000 Supplemental IGA states that prior to completion of the new Ina Road treatment facility, Tucson and the County will attempt to reach agreement on protocols for access by Tucson and the County to the Effluent from the new Ina Road treatment facility and that in the event Tucson and the County fail to reach such agreement, Section IX of the 2000 Supplemental IGA governs Tucson's and the County's access to the Effluent produced at the new Ina Road treatment facility. Oro Valley further acknowledges that Tucson is, in this IGA, only assigning to Oro Valley Effluent to which Tucson receives access.

4.2.2.2 Subject to the obligations of Tucson to the County under the 1979 IGA and the 2000 Supplemental IGA with regard to the Effluent produced at the new Ina Road treatment facility, and unless the parties mutually agree otherwise, Oro Valley's share of the Effluent from the new Ina Road treatment facility in any calendar year during this IGA shall be no greater than the proportion which the average daily output of Effluent from the new Ina Road treatment facility bore in the previous calendar year to the total average daily output of Effluent from the Roger Road treatment plant and the two Ina Road treatment plants, and such share shall be further determined in accordance with Exhibit 3.

4.2.2.3 A portion of the Effluent that may be produced by the County at future Metropolitan Area wastewater treatment plants may be derived from Waters of Oro Valley. In such event, and subject to the terms of this IGA, Tucson agrees to assign to Oro Valley Tucson's rights, title and interest to the amount of the Effluent derived from the Waters of Oro Valley produced in such future Metropolitan Area wastewater treatment plants as calculated in accordance with the terms of this IGA. Unless otherwise mutually agreed upon by the Parties, Oro Valley's share of the Effluent from

each such future treatment facility in any calendar year during this IGA shall be no greater than the proportion which the average daily output of Effluent from that facility bore in the previous calendar year to the total average daily output of Effluent from the then existing Metropolitan Area wastewater treatment plants, and the future new facility, and such share shall be further determined in accordance with Exhibit 3.

4.2.3 Tucson Provision of Reclaimed Water Production and Delivery Services for Oro Valley.

4.2.3.1 Should Oro Valley so request, Tucson agrees to produce Reclaimed Water from Oro Valley's Effluent and to deliver to Oro Valley such Reclaimed Water in the existing City production and delivery facilities on an Interruptible As Available basis pursuant to a written agreement to be entered into between Tucson and Oro Valley premised on the following:

4.2.3.1.1 Tucson shall charge Oro Valley for the Interruptible As Available service at the Environmental Rate as established pursuant to Section V and Exhibits A and A-1 of the 2000 Supplemental IGA for the year during which such deliveries occur.

4.2.3.1.2 Points of delivery for such service shall be agreed to in writing between Tucson and Oro Valley. If any point of delivery is an Oro Valley conveyance facility, Tucson shall have no obligation to deliver unless the connection conforms to standards and specifications adopted by Tucson.

4.2.3.1.3 If specific capital improvements to Tucson's system are needed to accomplish the delivery of the Reclaimed Water from Oro Valley's Effluent to a particular location, Tucson will have no obligation to deliver the Reclaimed Water to that location unless the parties enter into a written agreement for the development of such capital improvements.

4.2.3.1.4 In the event that Tucson requests Oro Valley to oversize or make improvements to Oro Valley's system to accomplish the delivery of Reclaimed Water from Tucson's Effluent to a particular location, Oro Valley will not oversize or make the requested improvement unless Tucson agrees that it will pay its reasonable share of the costs.

4.2.3.1.5 Tucson will deliver the Reclaimed Water in such improvements on an Interruptible As Available basis, provided, and to the extent that, capacity is available (i) in the Reclaimed Water production facilities and

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(ii) in existing Reclaimed Water delivery facilities which may be needed to connect to Oro Valley.

4.2.3.2 Tucson agrees that it will provide Non-interruptible service of Reclaimed Water derived from Oro Valley Effluent on the terms and conditions stated in the Reclaimed Water IGA attached to the Settlement Agreement as Exhibit A-1.

#### 4.3 Recharge of Effluent.

4.3.1 Oro Valley shall not oppose any Effluent recharge or storage project, whether a "constructed" recharge project or a "managed" recharge project, developed by Tucson for the storage of Effluent, unless such project causes material harm to Oro Valley.

4.3.2 Tucson shall not oppose any Effluent recharge or storage project, whether a "constructed" recharge project or a "managed" recharge project, developed by Oro Valley for the storage of Effluent, unless such project causes material harm to Tucson.

4.3.3 Tucson agrees that Oro Valley may store Effluent in the managed or constructed recharge facilities of Tucson pursuant to an Effluent storage permit issued by Arizona Department of Water Resources ("ADWR") to Oro Valley, on the same terms and conditions as Tucson's agreement to store the County's Effluent under Sections 6.5 and 7.2 of the 2000 Supplemental IGA. Additional reasonable terms for Oro Valley's use of the recharge facilities may be established by written agreement between Oro Valley and Tucson.

4.3.4 Tucson agrees that, as part of Tucson's program to recover its stored Effluent, it will recover for Oro Valley, Effluent stored by Oro Valley in a Tucson managed or constructed recharge facility if, and to the extent that, Oro Valley and Tucson reach written agreement on the terms of the recovery of such stored Oro Valley Effluent.

4.3.5 In no event shall any recharge credits (whether long-term storage credits or annual storage credits) derived from either Tucson's Effluent or Oro Valley's Effluent lead to any water withdrawals within the other Party's then existing water service area, unless such withdrawals are within the area of hydrologic impact of the Effluent storage facility at which the recharge credits were earned or unless the withdrawal has been approved in writing by the Party from whose water service area the withdrawal is to be made.

4.3.6 Oro Valley (or its Effluent customers) shall be solely responsible for all costs associated with 1) the recharge, use or reuse of Oro Valley's Effluent, 2) delivery of Oro Valley's Effluent to any recharge facility or use or reuse facility, and 3) the treatment costs incurred by Tucson for production of Reclaimed Water requested by Oro Valley. None of the costs of recharge,

use, reuse, delivery or treatment of Oro Valley's Effluent shall be charged, directly or indirectly, by Oro Valley to water ratepayers of Tucson or to sewer ratepayers located within Tucson's water service area unless such water ratepayers or sewer ratepayers are located within Oro Valley's boundaries. None of the costs or recharge, use, reuse, delivery or treatment of Tucson's Effluent shall be charged, directly or indirectly, by Tucson to water ratepayers of Oro Valley or to sewer ratepayers located within Oro Valley's water service area unless such water ratepayers or sewer ratepayers are located within Tucson's boundaries.

- 4.4 Tucson's Sale of Effluent or Reclaimed Water for Use Within Oro Valley. Tucson will not sell any Effluent or Reclaimed Water to municipal and industrial customers for use within Oro Valley's water service area, unless Oro Valley gives written approval of such sale. Should Oro Valley's water service area expand in the future, this provision does not apply to any municipal or industrial Effluent customers of Tucson with whom Tucson has a contractual relationship in effect at the time of the expansion of Oro Valley's water service area.

#### SECTION V. MISCELLANEOUS PROVISIONS.

- 7.1 Force Majeure. In the event any Party is rendered unable, wholly or in part, by force majeure reasons to carry out its obligations under this IGA, the obligations of both Oro Valley and Tucson so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period; and such cause shall be so far as possible remedied with the best efforts of the disabled Party and with all reasonable dispatch. The term "force majeure" as employed in this IGA shall mean acts of God, strikes, lockouts or other industrial or labor disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, storms, floods, washouts, droughts, unavoidable interruptions in electric power to drive pumps, interruptions by government not due to the fault of the Parties, including injunctions, civil disturbances, explosions, well collapses, breakage or accident to machinery or transmission facilities, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties. Nothing herein contained shall be construed as requiring either Party to settle a strike or labor dispute against its will. Nothing herein shall prohibit either Party at its own expense from using whatever self-help remedies may be available to it.
- 7.2 Alternative Dispute Resolution. The following non-binding alternative dispute resolution process shall be followed for any dispute arising under this IGA:
- 5.2.1 Tucson and Oro Valley shall meet and confer about any controversy or claim arising out of or related to this IGA, or the breach thereof, in an attempt to resolve the matter. If the matter ~~that~~ cannot be resolved by Tucson and Oro Valley, each shall appoint one arbitrator to a three party

panel of arbitrators which will decide the dispute. The appointment of the two arbitrators will occur within 30 days of the meeting referred to above.

5.2.2 Arbitrators appointed to the arbitration panel shall be skilled and experienced in the field or fields pertaining to the dispute. The two selected arbitrators shall meet within 30 days of the later of the two arbitrator's appointment, and at their first meeting they shall appoint a third neutral arbitrator to complete the arbitration panel. The third arbitrator shall act as a chairperson of the arbitration panel and shall direct the arbitration proceedings.

5.2.3 The arbitration process shall be limited to the matter submitted by Tucson or Oro Valley. The arbitration panel shall not rewrite, amend, or modify this IGA or any other agreement or contract between the Parties.

5.2.4 There shall be no discovery beyond the information and documents made available during the informal meet and confer process provided for in this section and the exchange of information or documentation provided for in this IGA.

5.2.5 No formal evidentiary hearing shall be provided unless one is requested by either Tucson or Oro Valley in writing, at the same meeting that the neutral arbitrator is appointed. Assuming that no hearing has been requested, the arbitration panel will meet as deemed necessary by the panel and shall, in a manner it deems appropriate, receive evidence, receive argument or written briefs from Tucson and Oro Valley, and otherwise gather whatever information is deemed helpful by the panel. The arbitration process to be followed shall be informal in nature, and Tucson and Oro Valley shall not be entitled to trial-type proceedings under, for example, formal rules of evidence.

5.2.6 In the event that either Tucson or Oro Valley requests a hearing, the arbitration panel shall meet to receive evidence, receive argument and written briefs from Tucson and Oro Valley as follows:

5.2.6.1 The arbitration panel shall, within 5 days of the appointment of the neutral arbitrator, schedule a date for a hearing which shall be held within 60 days of the appointment of the neutral arbitrator.

5.2.6.2 Within 10 days of the appointment of the neutral arbitrator, Tucson and Oro Valley shall each submit a brief of no longer than 15 pages setting forth its case. The brief shall include discussion of all issues relevant to the party's case. Each party shall, as an attachment to its brief, include declarations of not more than two experts and any relevant factual witness. Declarations of expert witnesses must include all opinions to be elicited upon direct

testimony and a complete explanation of the basis of these opinions. Disputes with respect to the sufficiency of declarations or the appropriateness of the testimony shall be resolved by the witnesses available for cross-examination at the time of the arbitration hearing. Factual witnesses for which a declaration is prepared shall be made available for cross-examination at the time of the arbitration hearing only if requested by the other party.

- 5.2.6.3 Each party shall have the opportunity, within 5 days of the close of hearing, to submit a closing brief not to exceed 10 pages. The closing brief shall be argument with no additional factual evidence to be submitted.
- 5.2.6.4 There shall be no testifying witness on direct except for expert witnesses.
- 5.2.6.5 Each party shall have a maximum of four hours to present its case in total. This time shall include opening and closing statements, direct presentation and any cross-examination of the other party's witnesses. Each party shall have the right to reserve part of its time to present up to one hour of rebuttal testimony.
- 5.2.6.6 The matter shall be deemed submitted at the submission of closing briefs.
- 5.2.6.7 The panel of arbitrators shall render its final decision in the dispute within 60 days after the date of naming the third arbitrator. If the arbitrators disagree as to the determination, any two of the three arbitrators may join to form a majority and the decision of those two arbitrators will be final for the panel. The panel will issue a written decision for Tucson and Oro Valley.
- 5.2.7 If either Tucson or Oro Valley declines to accept the decision of the arbitration panel, it may initiate an action in the appropriate court within 60 days of the issuance of the panel's written decision to obtain a judicial determination of the underlying dispute. If an action is not filed within 60 days of the panel's decision, the decision of the panel shall be deemed to be final and not subject to judicial review. The decision of the panel and record of the arbitration shall not be privileged and may be submitted as part of the record by either side in support of its case.
- 5.2.8 All costs incurred by the arbitration panel shall be shared equally by Tucson and Oro Valley, and the expenses of the arbitration panel shall be paid expeditiously.

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5.2.9 During the period of time in which a disagreement is being addressed in the ADR process or appropriate judicial proceeding, Tucson and Oro Valley agree that no default or breach of any agreement being addressed in the process will have occurred.

5.3 Information Exchange. Upon reasonable request, Tucson and Oro Valley will, to the extent that such information and documentation is reasonably in its possession, provide to each other all necessary information and documentation required for the purpose of this IGA. The requesting party will reimburse the other party for all costs of providing the information and documentation, including staff time and reproduction costs.

5.4 Attorney's Fees. In the event of any litigation between the Parties to enforce any provision of this IGA or any right of either Party hereto, the unsuccessful Party to such litigation agrees to pay to the successful Party all reasonable costs and expenses, including reasonable attorney's fees, incurred therein by the successful Party, all of which shall be included in and as part of the judgment rendered in such proceeding.

5.5 Assignment of IGA. No Party shall have the right to assign this IGA nor any interest herein except to their respective successors. This IGA shall be binding on the successors of the Parties hereto.

5.6 Notices. All notices shall be in writing and together with other mailings pertaining to this IGA shall be made to:

FOR ORO VALLEY:

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

WITH COPY TO:

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

FOR TUCSON:

Director  
Tucson Water  
P.O. Box 27210

11/11/11

Tucson, AZ 85726

With Copy to:

City Attorney  
City of Tucson  
P.O. Box 27210  
Tucson, AZ 85726

or as otherwise specified from time to time by each party

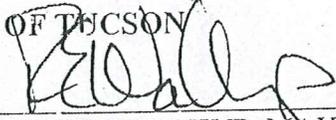
- 5.7 Waiver. Waiver by either Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 5.8 Amendment. This IGA shall not be amended except by written instrument mutually agreed upon and executed by the Parties.
- 5.9 Entire IGA. This IGA, its Exhibits and its recitals, which are included herein, constitute the entire agreement between the Parties regarding the subject matter of this IGA, and supercedes all prior oral and written agreements of the Parties regarding such subject matter. All warranties and guarantees and representations shall survive during the life of this IGA.
- 5.10 Construction and Interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties expressed in the recitals hereof.
- 5.11 Term. The term of this IGA shall be for fifty (50) years from the Effective Date, subject to automatic renewal for another fifty (50) years.
- 5.12 Authority. Oro Valley represents and warrants that it has legal authority and capacity to enter into this IGA upon the terms and conditions provided within this IGA, and has properly and legally authorized and executed this IGA. Tucson represents and warrants that it has the legal authority and capacity to enter into this IGA upon the terms and conditions provided within this IGA, and has properly and legally authorized and executed this IGA.
- 5.13 Legal Jurisdiction. Nothing in this IGA shall be considered as either limiting or extending the legal jurisdiction of either Oro Valley or Tucson.
- 5.14 Nonseverability. If any provision of this Agreement is held by a court of law to be in violation in whole or in part of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision of this Agreement to be illegal, invalid or unenforceable as written, then the parties shall make good faith efforts to modify

such provision to the minimum extent necessary to make it or its application valid and enforceable; however, if the parties are unable to agree to modify the Section to the extent necessary to make it or its application valid and enforceable, this entire Agreement shall be of no force and effect.

- 5.15 Effective Date. This IGA shall be effective upon filing of the original executed IGA with the office of the Pima County Recorder.
- 5.16 Termination. In the event that the Settlement Agreement becomes null and void because the Approvals of the CAP Partial Assignment have not been completed in accordance with Section 6 of the Settlement Agreement, this IGA shall terminate and shall thereafter be null and void. In such event, any long-term storage credits that have accrued to Oro Valley from the storage of Effluent prior to termination shall remain the property of Oro Valley

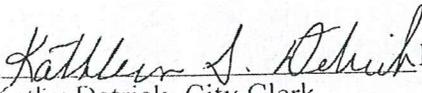
IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first above written.

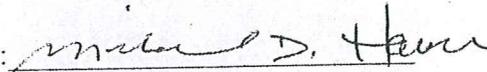
CITY OF TUCSON

By:   
ROBERT E. WALKUP, MAYOR

ATTEST:

APPROVED AS TO FORM:

By:  Kathy Detrick, City Clerk

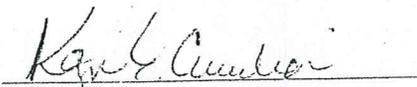
By:  Michael D. House, City Attorney

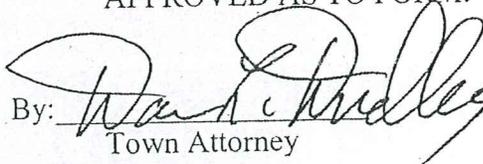
TOWN OF ORO VALLEY

By:   
MAYOR

ATTEST:

APPROVED AS TO FORM:

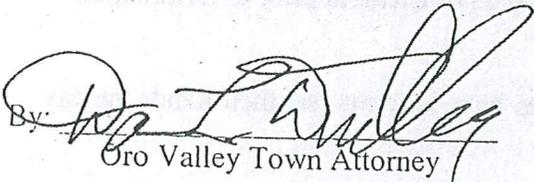
By:   
Town Clerk

By:   
Town Attorney

ATTORNEY CERTIFICATION

TOWN OF ORO VALLEY

The foregoing Intergovernmental Agreement, being an agreement between the Town of Oro Valley and the City of Tucson, has been reviewed this 5<sup>th</sup> day of November, 2001, pursuant to A. R. S. §11-952 by the undersigned counsel for Oro Valley, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the agreement represented by the Town of Oro Valley.

By:   
Oro Valley Town Attorney

ATTORNEY CERTIFICATION

CITY OF TUCSON

The foregoing Intergovernmental Agreement, being an agreement between the Town of Oro Valley and the City of Tucson, has been reviewed this 5<sup>th</sup> day of November, 2001, pursuant to A. R. S. §11-952 by the undersigned Attorney for the City of Tucson, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those Parties to the agreement represented by the City of Tucson.

By: Michael D. House  
Michael D. House, Tucson City Attorney

ADOPTED BY THE  
MAYOR AND COUNCIL

OCT 27 2003

RESOLUTION NO. 19703

RELATING TO WATER; AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF ORO VALLEY RELATING TO EFFLUENT AND RECLAIMED WATER; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

Section 1. The Intergovernmental Agreement with the Town of Oro Valley to adopt Addendum 1 to City of Tucson/Town of Oro Valley Intergovernmental Agreements relating to effluent and reclaimed water, which agreement is attached hereto as Exhibit A, is authorized and approved.

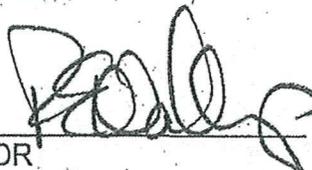
Section 2. The Mayor is hereby authorized and directed to execute the aforementioned Intergovernmental Agreement on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

Section 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

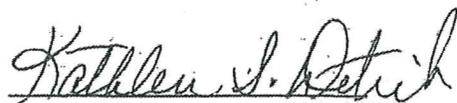
Section 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an

emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL  
OF THE CITY OF TUCSON, ARIZONA, OCT 27 2003

  
MAYOR

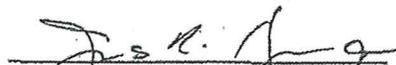
ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

REVIEWED BY:

  
CITY ATTORNEY

  
CITY MANAGER

CA:hm  
10/7/03 11:00 AM

F. SAN RODRIGUEZ, RECORDER  
RECORDED BY: JLW  
DEF RECORDER  
1541 PE3



DOCKET: 12177  
PAGE: 442  
NO. PAGES: 8  
SEQUENCE: 20032200099  
11/14/2003  
AAG 10:55

CCCLK  
TUCSON CITY CLERK  
255 W ALAMEDA  
TUCSON AZ 85701

PICKUP

AMOUNT PAID \$ 8.50

ADDENDUM 1 TO CITY OF TUCSON - TOWN OF ORO VALLEY  
INTERGOVERNMENTAL AGREEMENTS RELATING TO  
EFFLUENT AND TO RECLAIMED WATER

This Addendum ("Addendum 1") is entered into this 27<sup>th</sup> day of Oct., 2003 by and between the City of Tucson ("Tucson") and the Town of Oro Valley ("Oro Valley").

RECITALS.

A. WHEREAS, Tucson, pursuant to a 1979 Effluent IGA with Pima County ("1979 IGA"), and a 2000 Supplemental Effluent IGA with Pima County dated February 7, 2000 ("2000 Supplemental IGA"), owns the Effluent derived from the Metropolitan Area wastewater treatment plants (currently Roger Road and Ina Road), subject to: the Conservation Effluent Pool established in the 2000 Supplemental IGA, the entitlement of Pima County to 10% of the Effluent, and the entitlement of the Secretary of Interior to the SAWRSA Effluent; and Tucson has waived its right to control Effluent derived from Non-Metropolitan Area wastewater treatment plants, subject to certain conditions in the 2000 Supplemental IGA; and

B. WHEREAS, on or about November 5, 2001, Tucson and Oro Valley entered into an Intergovernmental Agreement Relating to Effluent ("the Effluent IGA") and an Intergovernmental Agreement Relating to Reclaimed Water ("the Reclaimed Water IGA"), as part of a comprehensive Settlement Agreement to resolve potential litigation between Tucson and Oro Valley; and

C. WHEREAS, Section 4.2.3 of the Effluent IGA expressly contemplates that that Tucson and Oro Valley may enter into a supplemental agreement regarding Tucson production and delivery of Reclaimed Water produced from Oro Valley's effluent in the existing Tucson production and delivery facilities; and

D. WHEREAS, Section 4.2.3.1.4 of the Effluent IGA provides that if "specific capital improvements to Tucson's system are needed to accomplish the delivery of Reclaimed Water from Oro Valley's effluent" the parties may enter into a "written agreement for the development of such capital improvements"; and

E. WHEREAS, Oro Valley desires to obtain financing for and begin construction of certain Reclaimed Water delivery facilities to connect to Tucson's existing production and delivery facilities, and to obtain financing for and begin construction of certain improvements to Tucson's facilities; and

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F. WHEREAS, Tucson and Oro Valley wish to complete the agreement for construction of capital improvements contemplated in the Effluent IGA, and to resolve certain of the terms by which the City will produce and deliver Reclaimed Water produced from Oro Valley's Effluent in the existing Tucson production and delivery facilities, as contemplated in the Reclaimed Water IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Point of Delivery. Tucson agrees to deliver Oro Valley's Reclaimed Water to Oro Valley at the Thornydale Reclaimed Reservoir, and to provide Oro Valley with any easement or access rights at the Thornydale Reclaimed Reservoir site, referenced as Exhibit A to this Agreement, that may be necessary to connect the Oro Valley Reclaimed Water System ("OVR System") to the Tucson Northwest Reclaimed Delivery ("NW") System.

2. Construction of Improvements to the City of Tucson Reclaimed Water System.

A. *Improvements to Thornydale Reclaimed Reservoir Site:* Oro Valley shall pay Tucson \$60,000.00 to design a separate Booster Station and Interconnect to the Thornydale Reclaimed Reservoir, and will pay for the construction of the Booster Station and Interconnect at a cost to be submitted through a competitive bidding process. Oro Valley shall have the right to review the bids and, together with Tucson, agree on the recommendation of award. These new improvements will connect to the OVR System. Oro Valley and Tucson agree to consult in good faith regarding the location of these Improvements.

1. Following the construction of the Booster Station and Interconnect, Tucson shall be responsible for the maintenance and operation of all Improvements located at the Reservoir Site, and shall offer Oro Valley reasonable access to the Site as necessary to operate the OVR System. The west right-of-way line of Thornydale Road will be the maintenance interface point between the NW System and the OVR System. The Directors of the Tucson and Oro Valley Water Departments shall have the authority to memorialize the operating terms in a subsequent operating agreement. Tucson will maintain any infrastructure west of the interface point and Oro Valley will maintain infrastructure east of that point.

B. *Construction of In-Line Booster Facility:* This Booster is a necessary addition to the City of Tucson's NW System in order to provide reclaimed water to Oro Valley. The In-Line Booster shall increase the capacity of the Thornydale Reclaimed Transmission Line to an estimated capacity of 10 million gallons per day (mgd), and initially Oro Valley requires 3.75 mgd of this capacity for the Oro

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IGA. Tucson would in such subsequent Addendum agree to delivery of a peak daily flow of 3.75 million gallons every 24 hours, subject to the provisions of Section 3(A)(1) of this Addendum. Tucson will provide Oro Valley with the opportunity to guarantee, through such subsequent Addendum, a Non-interruptible supply of at least 3.75 mgd through Thornydale Road Reclaimed Reservoir at least six (6) months before Tucson agrees to deliver Reclaimed Water to third party Customers through the NW System. In the event that Tucson and Oro Valley do not enter into a subsequent Addendum for Non-interruptible service, Oro Valley may elect to continue to be supplied with Interruptible As Available Oro Valley Reclaimed Water, subject to Tucson's then-existing other Non-interruptible Customer commitments.

1. Under Section 4.2.1.3 of the Effluent IGA and Exhibit 3 to that IGA, Oro Valley has a daily entitlement to Effluent; for purposes of Oro Valley's Reclaimed Water deliveries under Sections 3(A) and 3(B) of this Addendum, Tucson agrees to calculate Oro Valley's Effluent and Reclaimed Water entitlements on an annual basis.

C. *Capital Improvements for Interruptible rate:* Oro Valley may make improvements to the NW System in order to provide sufficient capacity to allow Oro Valley to continue to receive Oro Valley's Reclaimed Water at the Interruptible Rate. Tucson and Oro Valley shall memorialize the precise terms of such improvements in a subsequent addendum to the Effluent IGA.

D. Oro Valley shall elect to be supplied with either an entirely Interruptible or an entirely Non-interruptible supply of Reclaimed Water, but Tucson will not provide a blended supply of both Interruptible and Non-Interruptible Reclaimed Water for water from either Oro Valley's or Tucson's Effluent through the NW System.

E. *Interruption of reclaimed water service:* Tucson may Interrupt deliveries of Oro Valley's Reclaimed Water when it determines, in good faith, that continued deliveries will compromise its ability to deliver Reclaimed Water to its Customers. Such circumstances may include, but shall not be limited to, the following situations:

1. Cumulative demand on the Tucson Reclaimed Water delivery system may exceed Tucson's ability to supply reclaimed water to both its Non-interruptible and Interruptible customers, and therefore require Tucson to reduce deliveries to its Interruptible customers in order to meet its Non-interruptible customers' delivery requirements.

2. A failure in Tucson's reclaimed water system, or potential violation of Tucson's Reclaimed Water Permits, requires Tucson to reduce its deliveries to the Interruptible customers in order retain the ability to serve its Non-interruptible customers.

F. *Notification of Interruption.*

1. Tucson shall notify the Town of any Interruptions or impending Interruptions in the production, delivery or ability to take Reclaimed Water 48 hours prior to a foreseen Interruption or as soon as practical when the Interruption is not foreseen. In the event that the City takes action to resume the interrupted service, the costs of such action will be the sole responsibility of the City.

2. The notification by Tucson shall contain the following information:

a. The commencement of Interruption in production and delivery of Reclaimed Water, if the Interruption is foreseen;

b. The anticipated percentage (%) of reduction in capacity;

c. The anticipated date and time when production and delivery of Reclaimed Water will be restored;

d. An estimated volume of Reclaimed Water that could be delivered during the 48 hours prior to the interruption to protect irrigation needs;

3. If an Interruption in the production or delivery of Reclaimed Water is due to a break in the Reclaimed Water line, the Town shall be informed of this condition as soon as Tucson is aware that a break in the Reclaimed Water line has occurred.

4. If an Interruption in the production or delivery of Reclaimed Water is due to a violation of Tucson's Reclaimed Water Reuse Permit, Tucson shall notify the Town of the nature of such violation and the anticipated date and time Reclaimed Water production and delivery is expected to be resumed in compliance with the terms of Tucson's Reclaimed Water Reuse Permit, and such additional information as the Town may require to comply with terms of its additional permits.

4. Charge for Interruptible Reclaimed Water.

A. For the first five (5) years following the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson shall charge Oro Valley for deliveries of Oro Valley's Reclaimed Water on the following basis: Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

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B. After five (5) years have elapsed from the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will not guarantee the delivery or supply of Oro Valley's Reclaimed Water unless Oro Valley and Tucson have entered into Addendum to the Effluent IGA as contemplated in Sections 3(B), 3(C) and 5(B) of this Addendum. If Oro Valley elects to take delivery of Oro Valley's Reclaimed Water on an Interruptible As Available basis, Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

5. Charge for Non-Interruptible Reclaimed Water.

A. Throughout the Terms of the Effluent and Reclaimed Water Intergovernmental Agreements, Oro Valley shall have the option to elect to be supplied with Non-interruptible Reclaimed Water. This option may render Oro Valley in an inferior position to Tucson's other Non-interruptible Customer commitments, if Tucson shall have complied with Section 3(B), above, before acquiring such Customers. If Oro Valley requests Non-interruptible Reclaimed Water service through the NW System, Tucson shall charge Oro Valley for such supply pursuant to the rate for Non-interruptible water established in Sections IV and V of the Reclaimed Water IGA.

B. Before Tucson supplies Oro Valley with Reclaimed Water at the Non-interruptible rate, Tucson and Oro Valley shall memorialize the precise terms of such service in a subsequent addendum to the Effluent IGA.

6. Consistency with Other Agreements. The definitions and terms of this Addendum shall have the meanings established in the definitions and terms found within the Effluent IGA and the Reclaimed IGA, and shall be interpreted to be consistent with those Agreements, with the addition of the following terms:

A. "Tucson's Effluent" shall mean Effluent derived from Waters of Tucson.

B. "Customer" shall mean a party that has signed a reclaimed water agreement and entered into a contractual relationship with Tucson for a Non-interruptible supply of Reclaimed Water.

C. "Interruption" shall mean any reduction in the production or delivery of Reclaimed Water, up to and including complete termination of such production or delivery for a finite period of time.

D. "Oro Valley's Reclaimed Water" shall mean Reclaimed Water produced from Oro Valley's Effluent.

7. Additional Documents. The parties agree to execute such further documents as may be necessary to carry out the terms and intent of this Addendum.

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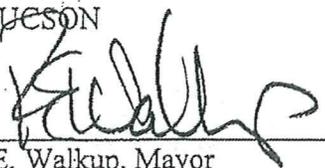
12. Miscellaneous. The parties agree and acknowledge that time is of the essence with respect to this Agreement. If any lawsuit or other enforcement proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover the costs and expenses of such action and reasonable attorneys' fees incurred. The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Effective Date. This Agreement shall become effective when the Agreement has been executed by all of the parties and their respective legal counsel and has been recorded at the office of the Pima County Recorder.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first above written.

CITY OF TUCSON

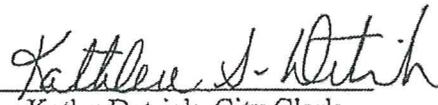
By: \_\_\_\_\_

  
Robert E. Walkup, Mayor

OCT 27 2003

ATTEST:

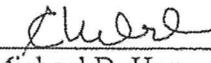
By: \_\_\_\_\_

  
Kathy Detrick, City Clerk

OCT 27 2003

APPROVED AS TO FORM:

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

  
Michael D. House, City Attorney

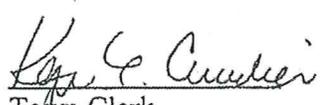
TOWN OF ORO VALLEY

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

  
Paul Loomis, Mayor

ATTEST:

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

  
Town Clerk

APPROVED AS TO FORM:

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

  
Town Attorney

0445

AMENDMENT NUMBER 1 TO ADDENDUM 1 TO THE CITY OF  
TUCSON – TOWN OF ORO VALLEY INTERGOVERNMENTAL  
AGREEMENTS RELATING TO EFFLUENT AND TO RECLAIMED  
WATER

Amendment Number 1

WHEREAS, the City of Tucson (“City”) and the Town of Oro Valley (“Town”) entered into Addendum 1 to an Intergovernmental Agreement (“IGA”) relating to effluent and to reclaimed water on October 27, 2003, attached hereto as Exhibit “A”, and recorded at Docket 12177, Page 442 through 449.

WHEREAS, Addendum 1 has terms that will expire five (5) years after October 31, 2005, or on October 31, 2010; and

WHEREAS, the parties desire to extend those expiring terms in Addendum 1 an additional two (2) years, until October 31, 2012, and to allow administrative extension for an additional year if agreed upon by the Tucson Water Director and the Oro Valley Water Utility Director.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, set forth and for other good and valuable consideration, the parties agree to amend Addendum 1 to the IGA as follows:

3. Reservation of Capacity within Tucson’s Reclaimed Water Distribution System.

B. *Subsequent Capacity Reservations:* After October 31, 2012, Tucson will only guarantee the delivery of Oro Valley’s Reclaimed Water to Oro Valley from its Thornydale Reservoir if Oro Valley and Tucson agree to the provision of Reclaimed Water on a Non-interruptible basis through a subsequent Addendum to the Effluent IGA and the Reclaimed Water IGA. Tucson would in such subsequent Addendum agree to delivery of a peak daily flow of 3.75 million gallons every 24 hours, subject to the provisions of Section 3(A)(1) of this Addendum. Tucson will provide Oro Valley with the opportunity to guarantee, through such subsequent Addendum, a Non-interruptible supply of at least 3.75 mgd through Thornydale Road Reclaimed Reservoir at least six (6) months before Tucson agrees to deliver Reclaimed Water to third party Customers through the NW System. In the event that Tucson and Oro Valley do not enter into a subsequent Addendum for Non-interruptible service, Oro Valley may elect to continue to be supplied with Interruptible As Available Oro Valley Reclaimed Water, subject to Tucson’s then-existing other Non-interruptible Customer commitments.

1. Under Section 4.2.1.3 of the Effluent IGA and Exhibit 3 to that IGA, Oro Valley has a daily entitlement to Effluent; for purposes of Oro Valley’s Reclaimed Water deliveries under Sections 3(A) and 3(B) of this Addendum, Tucson agrees to calculate Oro Valley’s Effluent and Reclaimed Water entitlements on an annual basis.

2. The October 31, 2012 time frames in this amendment may be extended administratively upon mutual agreement in writing by the Tucson Water Director and the Oro Valley Water Utility Director for up to one additional year if necessary to develop precise terms of a subsequent addendum to the Effluent IGA and request and acquire the respective Council approvals.

\* \* \*

4. Charges for Interruptible Reclaimed Water

- A. Until October 31, 2012, Tucson shall charge Oro Valley for deliveries of Oro Valley's Reclaimed Water on the following basis: Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.
- B. After October 31, 2012, Tucson will not guarantee the delivery or supply of Oro Valley's Reclaimed Water unless Oro Valley and Tucson have entered into Addendum to the Effluent IGA as contemplated in Sections 3(B), 3(C) and 5(B) of this Addendum. If Oro Valley elects to take delivery of Oro Valley's Reclaimed Water on an Interruptible As Available basis, Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

All other provisions of the IGA and its Addendum 1 not specifically revised by this Amendment shall remain in effect and be binding upon the parties.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this amendment to the original IGA.

**CITY OF TUCSON**

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Robert E. Walkup, Mayor    October 19, 2010

\_\_\_\_\_  
Satish I. Hiremath, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Roger Randolph, City Clerk  
October 19, 2010

\_\_\_\_\_  
Kathryn Cuvelier, Town Clerk

Date: October 19, 2010

Date: 10-28-10

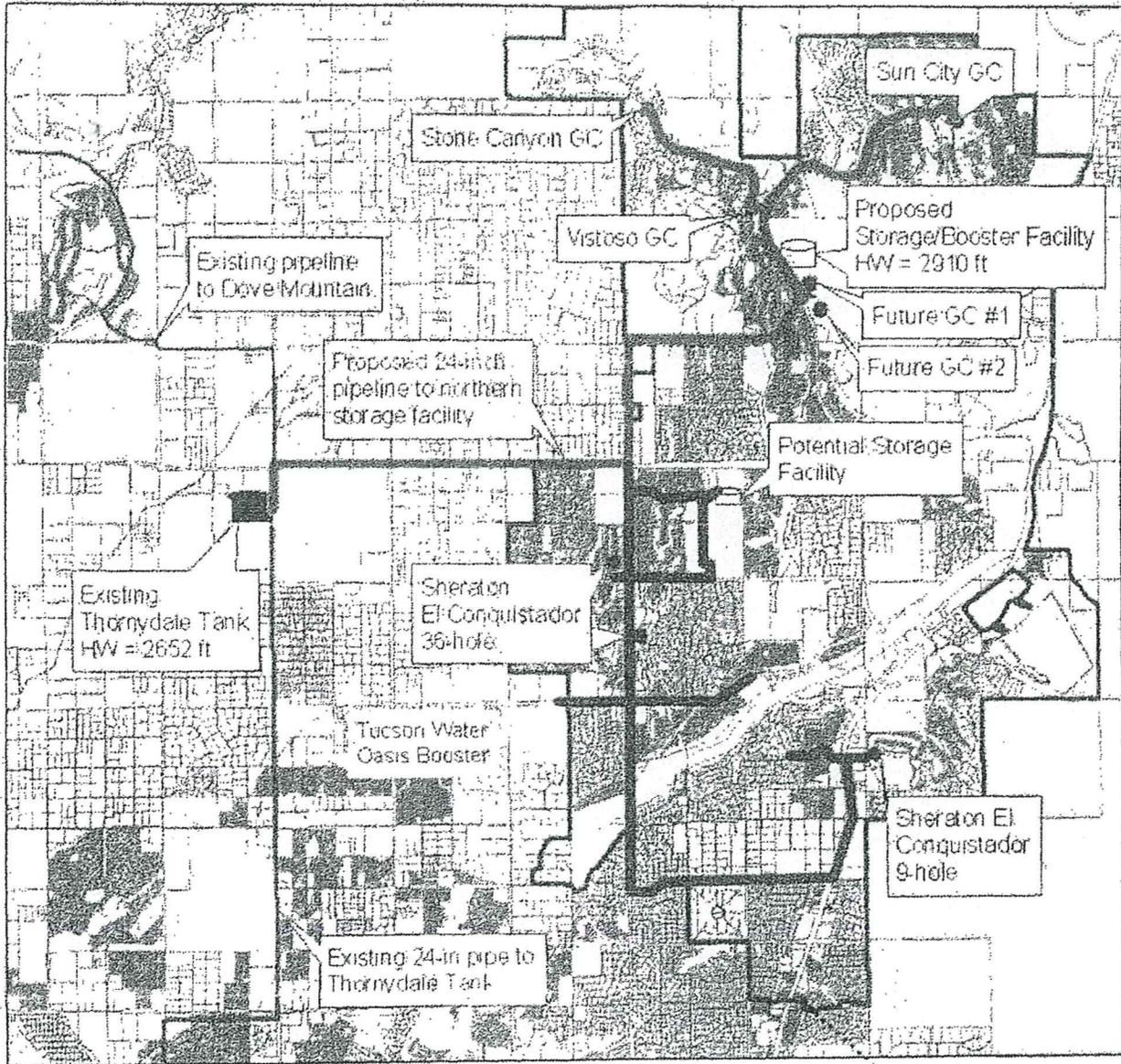
### Intergovernmental Determination

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

  
for City Attorney

  
Town Attorney

# Town of Oro Valley's Planned Reclaimed Water System



Tucson Water Reclaimed System

TOV Town Limits

Phase 1 TOV Reclaimed Water System

Phase 2 TOV Reclaimed Water System

TOV = Town of Oro Valley

3

**AMENDMENT NUMBER 2 TO ADDENDUM 1 TO THE CITY OF TUCSON – TOWN OF ORO VALLEY INTERGOVERNMENTAL AGREEMENTS RELATING TO EFFLUENT AND TO RECLAIMED WATER**

Amendment Number 2

**WHEREAS**, the City of Tucson (“City”) and the Town of Oro Valley (“Town”) entered into Addendum 1 to an Intergovernmental Agreement (“IGA”) relating to effluent and to reclaimed water on October 27, 2003, attached hereto as Exhibit “A”, and recorded at Docket 12177, Page 442 through 449.

**WHEREAS**, the Addendum would have expired on October 31, 2010 if not amended by Amendment number 1; and

**WHEREAS**, under its terms the Addendum as amended by Amendment number 1 will expire on October 31, 2013 if not extended; and

**WHEREAS**, the parties desire to extend the IGA an additional one (1) year.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, set forth and for other good and valuable consideration, the parties agree to amend the IGA as follows:

3. Reservation of Capacity within Tucson’s Reclaimed Water Distribution System.

B. *Subsequent Capacity Reservations:* After nine (9) years have elapsed from the initiation of deliveries of Oro Valley’s Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will only guarantee the delivery of Oro Valley’s Reclaimed Water to Oro Valley from its Thornydale Reservoir if Oro Valley and Tucson agree to the provision of Reclaimed Water on a Non-interruptible basis through a subsequent Addendum to the Effluent IGA and the Reclaimed Water IGA. Tucson would in such subsequent Addendum agree to delivery of a peak daily flow of 3.75 million gallons every 24 hours, subject to the provisions of Section 3(A)(1) of this Addendum. Tucson will provide Oro Valley with the opportunity to guarantee, through such subsequent Addendum, a Non-interruptible supply of at least 3.75 mgd through Thornydale Road Reclaimed Reservoir at least six (6) months before Tucson agrees to deliver Reclaimed Water to third party Customers through the NW System. In the event that Tucson and Oro Valley do not enter into a subsequent Addendum for Non-interruptible service, Oro Valley may elect to continue to be supplied with Interruptible As Available Oro Valley Reclaimed Water, subject to Tucson’s then-existing other Non-interruptible Customer commitments.

1. Under Section 4.2.1.3 of the Effluent IGA and Exhibit 3 to that IGA, Oro Valley has a daily entitlement to Effluent; for purposes of Oro Valley’s Reclaimed Water deliveries under Sections 3(A) and 3(B) of this Addendum, Tucson agrees to calculate Oro Valley’s Effluent and Reclaimed Water entitlements on an annual basis.

2. The timeframes in this amendment may be extended administratively upon mutual agreement in writing by the Tucson Water Director and the Oro Valley Water Utility Director for up to one additional year.

4. Charges for Interruptible Reclaimed Water

A. or the first nine (9) years following the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson shall charge Oro Valley for deliveries of Oro Valley's Reclaimed Water on the following basis: Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

B. After nine (9) years have elapsed from the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will not guarantee the delivery or supply of Oro Valley's Reclaimed Water unless Oro Valley and Tucson have entered into Addendum to the Effluent IGA as contemplated in Sections 3(B), 3(C) and 5(B) of this Addendum. If Oro Valley elects to take delivery of Oro Valley's Reclaimed Water on an Interruptible As Available basis, Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

All other provisions of the IGA not specifically revised by this Amendment shall remain in effect and be binding upon the parties. This amendment may be adopted in counterparts with copies of each executed document provided to the other party subsequent to adoption by each respective elected body.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this amendment to the original IGA.

**CITY OF TUCSON**

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Jonathan Rothschild, Mayor

\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Roger Randolph, City Clerk

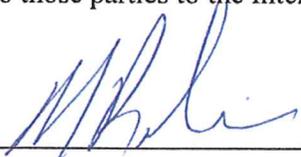
\_\_\_\_\_  
Julie Bower, Town Clerk

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

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

**Intergovernmental Determination**

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



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

\_\_\_\_\_  
Town Attorney





Oro Valley Water Utility

October 9, 2014

Mr. Alan D. Forrest, Director  
Tucson Water  
Tucson Water Department  
310 W. Alameda  
P O Box 27210  
Tucson, AZ 85726-7210

**SUBJECT: Reclaimed Water Intergovernmental Agreement one year extension**

Dear Alan:

In accordance with Amendment Number 2 to Addendum 1 to the City of Tucson – Town of Oro Valley Intergovernmental Agreements Relating to Effluent and Reclaimed Water, Oro Valley request an extension until October 31, 2015.

This request is specifically in accordance with Paragraph 3.B.2 as follows:

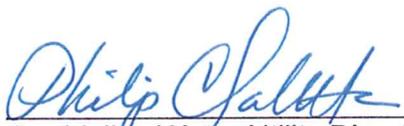
Time frames in this amendment may be extended administratively upon mutual agreement in writing by the Tucson Water Director and the Oro Valley Water Utility Director for up to one additional year.

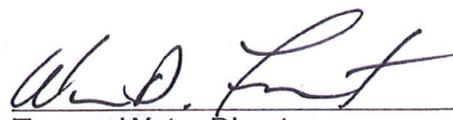
As we have discussed, additional time is necessary to develop precise terms of a subsequent addendum and acquire the respective Council approvals. This extension will allow both of us to provide and share information so we can continue to discuss the elements of an amendment to our Intergovernmental Agreements.

If you agree to this one year extension until October 31, 2015, please sign both originals below and keep one original for your records.

Philip C. Saletta, P.E.

Alan D. Forrest, P.E.

  
\_\_\_\_\_  
Oro Valley Water Utility Director

  
\_\_\_\_\_  
Tucson Water Director

November 17, 2015

RESOLUTION NO. 22495

RELATING TO WATER; AUTHORIZING AND APPROVING THE EXECUTION OF AMENDMENT NUMBER 3 TO ADDENDUM 1 TO THE INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF TUCSON AND THE TOWN OF ORO VALLEY RELATING TO EFFLUENT AND RECLAIMED WATER; AND DECLARING AN EMERGENCY.

WHEREAS, on or about November 5, 2001 the City of Tucson (City) and Town of Oro Valley (Town) entered into an Intergovernmental Agreement relating to Effluent and an Intergovernmental Agreement relating to reclaimed water (IGAs);

WHEREAS, by Resolution No. 19703, adopted by the Mayor and Council on October 27, 2003, the City and Town entered into Addendum 1 to the IGAs extending the term of the IGAs to October 31, 2010; and

WHEREAS, by Resolution No. 21642, adopted by the Mayor and Council on October 19, 2010, the City and Town entered into Amendment Number 1 to Addendum 1 to the IGAs extending the term of the IGAs to October 31, 2012;

WHEREAS, by Resolution No. 22147, adopted by the Mayor and Council on October 23, 2013, the City and Town entered into Amendment Number 2 to Addendum 1 to IGAs relating to effluent and reclaimed water extending the term of the IGAs to October 31, 2015; and

WHEREAS, the City and Town wish to again extend the term of the IGAs for an additional five years.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. Amendment Number 3 to Addendum 1 to the City and Town IGAs relating to effluent and reclaimed water extending the term of the IGAs to December 31, 2020, which amendment is attached hereto as Exhibit A, is authorized and approved.

SECTION 2. The Mayor is authorized and directed to execute the aforementioned Amendment 3 to Addendum 1 to IGAs for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this Resolution become immediately effective, an emergency is hereby declared to exist and this Resolution shall be effective immediately upon its passage and adoption.

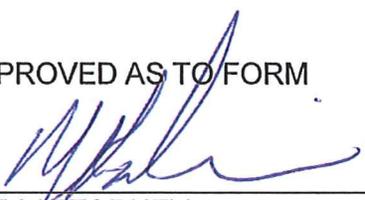
PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, November 17, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM

  
\_\_\_\_\_  
CITY ATTORNEY

REVIEWED BY:

\_\_\_\_\_  
CITY MANAGER

CA/dg  
10/28/2015

**AMENDMENT NUMBER 3 TO ADDENDUM 1 TO THE CITY OF TUCSON – TOWN OF ORO VALLEY INTERGOVERNMENTAL AGREEMENTS RELATING TO EFFLUENT AND TO RECLAIMED WATER**

Amendment Number 3

**WHEREAS**, the City of Tucson (“City”) and the Town of Oro Valley (“Town”) entered into Addendum 1 to an Intergovernmental Agreement (“IGA”) relating to effluent and to reclaimed water on October 27, 2003, attached hereto as Exhibit “A”, and recorded at Docket 12177, Page 442 through 449.

**WHEREAS**, the Addendum would have expired on October 31, 2010 if it had not been not subsequently amended through Amendments No. 1 and No. 2, and by the respective Directors, through October 31, 2015,

**WHEREAS**, the parties desire to extend Addendum 1 of the IGA an additional five (5) years,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein, set forth and for other good and valuable consideration, the parties agree to amend Addendum 1 of the IGA as follows:

3. Reservation of Capacity within Tucson’s Reclaimed Water Distribution System.

B. *Subsequent Capacity Reservations:* After December 31, 2020, Tucson will only guarantee the delivery of Oro Valley’s Reclaimed Water to Oro Valley from its Thornydale Reservoir if Oro Valley and Tucson agree to the provision of Reclaimed Water on a Non-interruptible basis through a subsequent Addendum to the Effluent IGA and the Reclaimed Water IGA. Tucson would in such subsequent Addendum agree to delivery of a peak daily flow of 3.75 million gallons every 24 hours, subject to the provisions of Section 3(A)(1) of this Addendum. Tucson will provide Oro Valley with the opportunity to guarantee, through such subsequent Addendum, a Non-interruptible supply of at least 3.75 mgd through Thornydale Road Reclaimed Reservoir at least six (6) months before Tucson agrees to deliver Reclaimed Water to third party Customers through the NW System. In the event that Tucson and Oro Valley do not enter into a subsequent Addendum for Non-interruptible service, Oro Valley may elect to continue to be supplied with Interruptible As Available Oro Valley Reclaimed Water, subject to Tucson’s then-existing other Non-interruptible Customer commitments.

1. Under Section 4.2.1.3 of the Effluent IGA and Exhibit 3 to that IGA, Oro Valley has a daily entitlement to Effluent; for purposes of Oro Valley’s Reclaimed Water deliveries under Sections 3(A) and 3(B) of this Addendum, Tucson agrees to calculate Oro Valley’s Effluent and Reclaimed Water entitlements on an annual basis.

4. Charges for Interruptible Reclaimed Water

A. Until December 31, 2020, Tucson shall charge Oro Valley for deliveries of Oro Valley's Reclaimed Water on the following basis: Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

1. If demand on the Oro Valley System starting on January 1, 2016, should exceed the Oro Valley Effluent Capacity, City agrees to provide the Town with Reclaimed Water from City Effluent as if it were Reclaimed Water from Oro Valley Effluent, but under the following additional terms: Tucson Water calculates regional effluent entitlements for each Calendar Year as part of its oversight of the Santa Cruz River Managed Recharge Projects; these calculations are typically made during the following months, and final calculations are provided to the Arizona Department of Water Resources in March/April. Thus, for Calendar Year 2016, the calculations will be complete in the early spring of 2017. If such calculations show that the Town has exceeded its Effluent entitlement in the previous Calendar Year, City will provide Town with notice of any such exceedance along with the aforementioned Effluent calculations. Oro Valley shall have the right to review and confirm any such calculations for a period of one month following the notice.

a. The Town may compensate City for City Effluent delivered to Oro Valley during the previous Calendar Year by electing one or a combination of the following methods:

1. The Town may compensate City for its Effluent by paying City for Effluent at the rate of 93 (ninety-three) percent of the "firm" cost of Central Arizona Project M&I Water for the previous Calendar Year for each acre-foot of City Effluent that was delivered to Oro Valley during that previous Calendar Year, in addition to payments that will already have been made at the Environmental Rate. As an example, for 2016, the cost of pf CAP M&I water is \$161, and Oro Valley would be responsible for paying 93% of \$161 which is \$149.73 per acre-foot.
2. The Town may compensate the City for its Effluent by transferring to City any long-term storage credits accrued by the Town in the Tucson Active Management Area, at a ratio so that for each 100 acre-feet of City Effluent delivered to the Town, Town may elect to transfer 93 long term storage credits, in addition to any payments that will have already been made at the Environmental Rate. Tucson and Oro Valley agree to share the Arizona Department of Water Resources administrative fees to transfer credits on an equal basis (50%).

b. Any transfer pursuant to Section 4(A)(1)(a) shall be completed prior to the beginning of the following fiscal year. For example, Town will compensate

City for any Calendar Year 2016 deliveries by July 1, 2017. The obligations established in this Section will extend to the end of any Fiscal Year following any termination or expiration of the Effluent IGA, (likely June 30, 2021).

- 5(B). After December 21, 2020, Tucson will not guarantee the delivery or supply of Oro Valley's Reclaimed Water unless Oro Valley and Tucson have entered into an Addendum to the Effluent IGA as contemplated in Sections 3(B) and 5(B) of this Addendum. If Oro Valley elects to take delivery of Oro Valley's Reclaimed Water on an Interruptible As Available basis, Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

All other provisions of the IGA not specifically revised by this Amendment shall remain in effect and be binding upon the parties. This amendment may be adopted in counterparts with copies of each executed document provided to the other party subsequent to adoption by each respective elected body.

*[Remainder of This Page Intentionally Left Blank.  
Signatures on Following Page]*

IN WITNESS WHEREOF, the parties do hereby affix their signatures and do hereby agree to carry out the terms of this amendment to the original IGA.

**CITY OF TUCSON**

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Jonathan Rothschild, Mayor

\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Roger Randolph, City Clerk

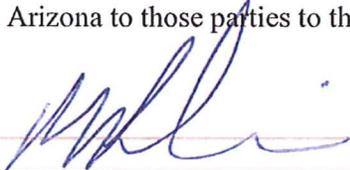
\_\_\_\_\_  
Julie Bower, Town Clerk

Date: November 17, 2015

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

**Intergovernmental Determination**

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



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

\_\_\_\_\_  
Town Attorney

ADOPTED BY THE  
MAYOR AND COUNCIL

OCT 27 2003

RESOLUTION NO. 19703

RELATING TO WATER; AUTHORIZING AND APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF ORO VALLEY RELATING TO EFFLUENT AND RECLAIMED WATER; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

Section 1. The Intergovernmental Agreement with the Town of Oro Valley to adopt Addendum 1 to City of Tucson/Town of Oro Valley Intergovernmental Agreements relating to effluent and reclaimed water, which agreement is attached hereto as Exhibit A, is authorized and approved.

Section 2. The Mayor is hereby authorized and directed to execute the aforementioned Intergovernmental Agreement on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

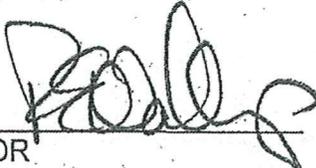
Section 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

Section 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an

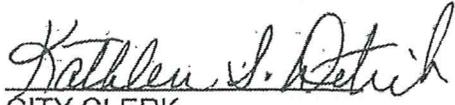
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emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

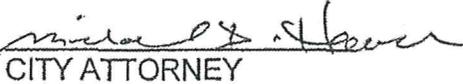
PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL  
OF THE CITY OF TUCSON, ARIZONA, OCT 27 2003

  
MAYOR

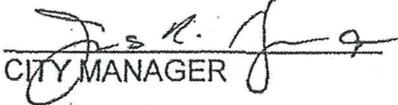
ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY

REVIEWED BY:

  
CITY MANAGER

CA:hm  
10/7/03 11:00 AM

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: JLW  
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255 W ALAMEDA  
TUCSON AZ 85701

ADDENDUM 1 TO CITY OF TUCSON - TOWN OF ORO VALLEY  
INTERGOVERNMENTAL AGREEMENTS RELATING TO  
EFFLUENT AND TO RECLAIMED WATER

This Addendum ("Addendum 1") is entered into this 27<sup>th</sup> day of Oct., 2003 by and between the City of Tucson ("Tucson") and the Town of Oro Valley ("Oro Valley").

RECITALS.

A. WHEREAS, Tucson, pursuant to a 1979 Effluent IGA with Pima County ("1979 IGA"), and a 2000 Supplemental Effluent IGA with Pima County dated February 7, 2000 ("2000 Supplemental IGA"), owns the Effluent derived from the Metropolitan Area wastewater treatment plants (currently Roger Road and Ina Road), subject to: the Conservation Effluent Pool established in the 2000 Supplemental IGA, the entitlement of Pima County to 10% of the Effluent, and the entitlement of the Secretary of Interior to the SAWRSA Effluent; and Tucson has waived its right to control Effluent derived from Non-Metropolitan Area wastewater treatment plants, subject to certain conditions in the 2000 Supplemental IGA; and

B. WHEREAS, on or about November 5, 2001, Tucson and Oro Valley entered into an Intergovernmental Agreement Relating to Effluent ("the Effluent IGA") and an Intergovernmental Agreement Relating to Reclaimed Water ("the Reclaimed Water IGA"), as part of a comprehensive Settlement Agreement to resolve potential litigation between Tucson and Oro Valley; and

C. WHEREAS, Section 4.2.3 of the Effluent IGA expressly contemplates that that Tucson and Oro Valley may enter into a supplemental agreement regarding Tucson production and delivery of Reclaimed Water produced from Oro Valley's effluent in the existing Tucson production and delivery facilities; and

D. WHEREAS, Section 4.2.3.1.4 of the Effluent IGA provides that if "specific capital improvements to Tucson's system are needed to accomplish the delivery of Reclaimed Water from Oro Valley's effluent" the parties may enter into a "written agreement for the development of such capital improvements"; and

E. WHEREAS, Oro Valley desires to obtain financing for and begin construction of certain Reclaimed Water delivery facilities to connect to Tucson's existing production and delivery facilities, and to obtain financing for and begin construction of certain improvements to Tucson's facilities; and

F. WHEREAS, Tucson and Oro Valley wish to complete the agreement for construction of capital improvements contemplated in the Effluent IGA, and to resolve certain of the terms by which the City will produce and deliver Reclaimed Water produced from Oro Valley's Effluent in the existing Tucson production and delivery facilities, as contemplated in the Reclaimed Water IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Point of Delivery. Tucson agrees to deliver Oro Valley's Reclaimed Water to Oro Valley at the Thornydale Reclaimed Reservoir, and to provide Oro Valley with any easement or access rights at the Thornydale Reclaimed Reservoir site, referenced as Exhibit A to this Agreement, that may be necessary to connect the Oro Valley Reclaimed Water System ("OVR System") to the Tucson Northwest Reclaimed Delivery ("NW") System.

2. Construction of Improvements to the City of Tucson Reclaimed Water System.

A. *Improvements to Thornydale Reclaimed Reservoir Site:* Oro Valley shall pay Tucson \$60,000.00 to design a separate Booster Station and Interconnect to the Thornydale Reclaimed Reservoir, and will pay for the construction of the Booster Station and Interconnect at a cost to be submitted through a competitive bidding process. Oro Valley shall have the right to review the bids and, together with Tucson, agree on the recommendation of award. These new improvements will connect to the OVR System. Oro Valley and Tucson agree to consult in good faith regarding the location of these Improvements.

1. Following the construction of the Booster Station and Interconnect, Tucson shall be responsible for the maintenance and operation of all Improvements located at the Reservoir Site, and shall offer Oro Valley reasonable access to the Site as necessary to operate the OVR System. The west right-of-way line of Thornydale Road will be the maintenance interface point between the NW System and the OVR System. The Directors of the Tucson and Oro Valley Water Departments shall have the authority to memorialize the operating terms in a subsequent operating agreement. Tucson will maintain any infrastructure west of the interface point and Oro Valley will maintain infrastructure east of that point.

B. *Construction of In-Line Booster Facility:* This Booster is a necessary addition to the City of Tucson's NW System in order to provide reclaimed water to Oro Valley. The In-Line Booster shall increase the capacity of the Thornydale Reclaimed Transmission Line to an estimated capacity of 10 million gallons per day (mgd), and initially Oro Valley requires 3.75 mgd of this capacity for the Oro

Valley Reclaimed System. Oro Valley may, however, use any and all NW System capacity not otherwise allocated. Thus, Oro Valley shall be initially responsible for fifty percent (50%) of the Booster's Construction Costs.

1. Tucson has also agreed, on a contingent basis, to reserve certain capacity in its Reclaimed Water Distribution System to serve the Dove Mountain Development. The "Fourth Amendment to Water Service Agreement" was adopted by City of Tucson Resolution 19272, between Tucson and the Dove Mountain developers ("Dove Mountain"). Should Dove Mountain elect to construct more than 63 holes of golf pursuant to the Fourth Amendment, Tucson will be required to construct the In-Line Booster facility on its NW System. The Fourth Amendment also provides that Dove Mountain must commence construction of the 73<sup>rd</sup> through 81<sup>st</sup> holes of golf by July 2007, and the 82<sup>nd</sup> through 90<sup>th</sup> holes of golf by July 2010. If Dove Mountain elects to construct more than 72 holes of golf, requiring the provision of more than 5.0 mgd to Dove Mountain, the City of Tucson shall refund the monies Oro Valley has expended for construction of the In-Line Booster in an amount equal to the difference between Oro Valley's fifty percent (50%) contribution and the amount of an Oro Valley contribution proportional to a percentage share of the remaining capacity available to Oro Valley.

3. Reservation of Capacity within Tucson's Reclaimed Water Distribution System.

A. *Initial Reservation of 3.75 Mgd Peak Day Capacity.* Following construction of the Oro Valley Improvements, Tucson will guarantee delivery of Oro Valley's Reclaimed Water to Oro Valley at the Interruptible rate, with a peak daily flow of 3.75 million gallons every 24 hours, to the Oro Valley Reclaimed Water Distribution System, through the Thornydale Reclaimed Reservoir.

1. Should Dove Mountain not elect to exercise its rights to construct as many as 90 holes of golf, Oro Valley shall have a right of first refusal to utilize the remaining unallocated capacity (5.0 mgd) of the NW System before Tucson agrees to use those facilities to serve Reclaimed Water to any third party. The City of Tucson shall provide notice of unclaimed Dove Mountain-dedicated capacity within three (3) months of its receipt of notice that Dove Mountain rights will go unclaimed. Oro Valley must exercise its right to claim the remaining capacity within three (3) months of Tucson's notification.

B. *Subsequent Capacity Reservations:* After five years have elapsed from the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will only guarantee the delivery of Oro Valley's Reclaimed Water to Oro Valley from its Thornydale Reservoir if Oro Valley and Tucson agree to the provision of Reclaimed Water on a Non-interruptible basis through a subsequent Addendum to the Effluent IGA and the Reclaimed Water

IGA. Tucson would in such subsequent Addendum agree to delivery of a peak daily flow of 3.75 million gallons every 24 hours, subject to the provisions of Section 3(A)(1) of this Addendum. Tucson will provide Oro Valley with the opportunity to guarantee, through such subsequent Addendum, a Non-interruptible supply of at least 3.75 mgd through Thornydale Road Reclaimed Reservoir at least six (6) months before Tucson agrees to deliver Reclaimed Water to third party Customers through the NW System. In the event that Tucson and Oro Valley do not enter into a subsequent Addendum for Non-interruptible service, Oro Valley may elect to continue to be supplied with Interruptible As Available Oro Valley Reclaimed Water, subject to Tucson's then-existing other Non-interruptible Customer commitments.

1. Under Section 4.2.1.3 of the Effluent IGA and Exhibit 3 to that IGA, Oro Valley has a daily entitlement to Effluent; for purposes of Oro Valley's Reclaimed Water deliveries under Sections 3(A) and 3(B) of this Addendum, Tucson agrees to calculate Oro Valley's Effluent and Reclaimed Water entitlements on an annual basis.

C. *Capital Improvements for Interruptible rate:* Oro Valley may make improvements to the NW System in order to provide sufficient capacity to allow Oro Valley to continue to receive Oro Valley's Reclaimed Water at the Interruptible Rate. Tucson and Oro Valley shall memorialize the precise terms of such improvements in a subsequent addendum to the Effluent IGA.

D. Oro Valley shall elect to be supplied with either an entirely Interruptible or an entirely Non-interruptible supply of Reclaimed Water, but Tucson will not provide a blended supply of both Interruptible and Non-Interruptible Reclaimed Water for water from either Oro Valley's or Tucson's Effluent through the NW System.

E. *Interruption of reclaimed water service:* Tucson may Interrupt deliveries of Oro Valley's Reclaimed Water when it determines, in good faith, that continued deliveries will compromise its ability to deliver Reclaimed Water to its Customers. Such circumstances may include, but shall not be limited to, the following situations:

1. Cumulative demand on the Tucson Reclaimed Water delivery system may exceed Tucson's ability to supply reclaimed water to both its Non-interruptible and Interruptible customers, and therefore require Tucson to reduce deliveries to its Interruptible customers in order to meet its Non-interruptible customers' delivery requirements.

2. A failure in Tucson's reclaimed water system, or potential violation of Tucson's Reclaimed Water Permits, requires Tucson to reduce its deliveries to the Interruptible customers in order retain the ability to serve its Non-interruptible customers.

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F. *Notification of Interruption.*

1. Tucson shall notify the Town of any Interruptions or impending Interruptions in the production, delivery or ability to take Reclaimed Water 48 hours prior to a foreseen Interruption or as soon as practical when the Interruption is not foreseen. In the event that the City takes action to resume the interrupted service, the costs of such action will be the sole responsibility of the City.

2. The notification by Tucson shall contain the following information:

- a. The commencement of Interruption in production and delivery of Reclaimed Water, if the Interruption is foreseen;
- b. The anticipated percentage (%) of reduction in capacity;
- c. The anticipated date and time when production and delivery of Reclaimed Water will be restored;
- d. An estimated volume of Reclaimed Water that could be delivered during the 48 hours prior to the interruption to protect irrigation needs;

3. If an Interruption in the production or delivery of Reclaimed Water is due to a break in the Reclaimed Water line, the Town shall be informed of this condition as soon as Tucson is aware that a break in the Reclaimed Water line has occurred.

4. If an Interruption in the production or delivery of Reclaimed Water is due to a violation of Tucson's Reclaimed Water Reuse Permit, Tucson shall notify the Town of the nature of such violation and the anticipated date and time Reclaimed Water production and delivery is expected to be resumed in compliance with the terms of Tucson's Reclaimed Water Reuse Permit, and such additional information as the Town may require to comply with terms of its additional permits.

4. Charge for Interruptible Reclaimed Water.

A. For the first five (5) years following the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson shall charge Oro Valley for deliveries of Oro Valley's Reclaimed Water on the following basis: Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

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B. After five (5) years have elapsed from the initiation of deliveries of Oro Valley's Reclaimed Water or from October 31, 2005, whichever occurs first, Tucson will not guarantee the delivery or supply of Oro Valley's Reclaimed Water unless Oro Valley and Tucson have entered into Addendum to the Effluent IGA as contemplated in Sections 3(B), 3(C) and 5(B) of this Addendum. If Oro Valley elects to take delivery of Oro Valley's Reclaimed Water on an Interruptible As Available basis, Oro Valley will pay the "Interruptible" or "Environmental Rate" established in Section 5.2.2.1 of the 2000 Supplemental IGA between Tucson and Pima County and Section 4.2.3 of the Effluent IGA.

5. Charge for Non-Interruptible Reclaimed Water.

A. Throughout the Terms of the Effluent and Reclaimed Water Intergovernmental Agreements, Oro Valley shall have the option to elect to be supplied with Non-interruptible Reclaimed Water. This option may render Oro Valley in an inferior position to Tucson's other Non-interruptible Customer commitments, if Tucson shall have complied with Section 3(B), above, before acquiring such Customers. If Oro Valley requests Non-interruptible Reclaimed Water service through the NW System, Tucson shall charge Oro Valley for such supply pursuant to the rate for Non-interruptible water established in Sections IV and V of the Reclaimed Water IGA.

B. Before Tucson supplies Oro Valley with Reclaimed Water at the Non-interruptible rate, Tucson and Oro Valley shall memorialize the precise terms of such service in a subsequent addendum to the Effluent IGA.

6. Consistency with Other Agreements. The definitions and terms of this Addendum shall have the meanings established in the definitions and terms found within the Effluent IGA and the Reclaimed IGA, and shall be interpreted to be consistent with those Agreements, with the addition of the following terms:

A. "Tucson's Effluent" shall mean Effluent derived from Waters of Tucson.

B. "Customer" shall mean a party that has signed a reclaimed water agreement and entered into a contractual relationship with Tucson for a Non-interruptible supply of Reclaimed Water.

C. "Interruption" shall mean any reduction in the production or delivery of Reclaimed Water, up to and including complete termination of such production or delivery for a finite period of time.

D. "Oro Valley's Reclaimed Water" shall mean Reclaimed Water produced from Oro Valley's Effluent.

7. Additional Documents. The parties agree to execute such further documents as may be necessary to carry out the terms and intent of this Addendum.

8. Entire Agreement. This Agreement and the Exhibits hereto contain the entire Agreement between the parties, and the terms of this Agreement are contractual, not merely a recital.

9. Recordation. This Addendum shall be recorded with the County Recorder of Pima County, Arizona after the Addendum has been approved and executed by the parties.

10. Successors and Assigns. This Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of all of the parties hereto.

11. Notices. All notices shall be in writing and together with other mailings pertaining to this Agreement shall be made to:

FOR ORO VALLEY:

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

WITH COPY TO:

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

FOR TUCSON:

Director  
Tucson Water  
P.O. Box 27210  
Tucson, AZ 85726

With Copy to:

City Attorney  
City of Tucson  
P.O. Box 27210  
Tucson, AZ 85726

or as otherwise specified from time to time by each party.

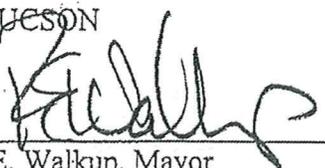
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12. Miscellaneous. The parties agree and acknowledge that time is of the essence with respect to this Agreement. If any lawsuit or other enforcement proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover the costs and expenses of such action and reasonable attorneys' fees incurred. The Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Effective Date. This Agreement shall become effective when the Agreement has been executed by all of the parties and their respective legal counsel and has been recorded at the office of the Pima County Recorder.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year first above written.

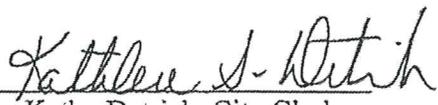
CITY OF TUCSON

By: 

Robert E. Walkup, Mayor

OCT 27 2003

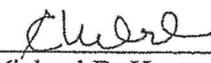
ATTEST:

By: 

Kathy Detrick, City Clerk

OCT 27 2003

APPROVED AS TO FORM:

By: 

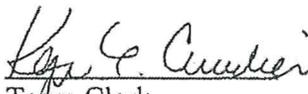
Michael D. House, City Attorney

TOWN OF ORO VALLEY

By: 

Paul Loomis, Mayor

ATTEST:

By: 

Town Clerk

APPROVED AS TO FORM:

By: 

Town Attorney



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

**Subject:** Final Plat for Park Modern (S15-026) (Ward 3)

Page 1 of 1

The materials on this item will be distributed as soon as it becomes available.

Respectfully submitted,

Albert Elias  
Assistant City Manager

AE/RWR:ddl

NOV17-15-440



# MAYOR & COUNCIL COMMUNICATION

November 17, 2015

**Subject:** Final Plat for Valdata Addition (S15-041) (Ward 6)

Page 1 of 1

The materials on this item will be distributed as soon as it becomes available.

Respectfully submitted,

Albert Elias  
Assistant City Manager

AE/RWR:ddl

NOV17-15-441