

**AGENDA  
ORO VALLEY TOWN COUNCIL  
REGULAR SESSION  
May 5, 2010  
ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CAÑADA DRIVE**

**REGULAR SESSION AT OR AFTER 6:00 PM  
CALL TO ORDER  
ROLL CALL  
PLEDGE OF ALLEGIANCE  
UPCOMING MEETING ANNOUNCEMENTS  
COUNCIL REPORTS  
DEPARTMENT REPORTS**

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

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

**INFORMATIONAL ITEMS**

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

**PRESENTATIONS**

- a. Presentation of Graffiti Abatement Public Service Campaign by Ironwood Ridge High School Students
- b. Presentation regarding Steam Pump Ranch

**CONSENT AGENDA  
(Consideration and/or possible action)**

- A. Minutes: March 8, 12, 24, & 31, 2010
- B. Coyote Run March 2010 Monthly Report
- C. Procurement Division Quarterly Report - January 1, 2010 - March 31, 2010
- D. Resolution No. (R)10-23, adopting the Town of Oro Valley Department of Public Works Transit Services Division Title VI Policy.

- E. Resolution No. (R) 10-24, approving an Intergovernmental Master Agreement between Pima County and the Town of Oro Valley for joint use of facility space
  - F. Resolution No. (R) 10-25, approving a Data Sharing Agreement between the Town of Oro Valley and the Arizona Board of Regents for and on behalf of Arizona State University
  - G. Appointment of Donald L. Chatfield to the Pima County Bond Advisory Committee for a term to expire on June 30, 2016
2. **PUBLIC HEARING** - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR HARVEST MOON CHINESE CUISINE LOCATED AT 12125 N. ORACLE ROAD #D-5
  3. DISCUSSION AND POSSIBLE ACTION REGARDING THE ORO VALLEY WATER UTILITY COMMISSION ANNUAL REPORT DATED APRIL 2010
  4. DISCUSSION AND POSSIBLE APPROVAL OF ENERGY EFFICIENCY PROJECT FINANCING MEASURES TO INCLUDE A COMBINATION OF USE OF CONTINGENCY RESERVE FUNDS IN THE GENERAL FUND, HIGHWAY FUND AND WATER UTILITY ENTERPRISE FUND TO PAY FOR ENERGY EFFICIENCY UPGRADES IN TOWN FACILITIES AND THE ISSUANCE OF EXCISE TAX-SECURED DIRECT-PAY SOLAR CLEAN RENEWABLE ENERGY BONDS (CREBs) TO PAY FOR THE INSTALLATION OF SOLAR PHOTOVOLTAIC (PV) ENERGY PRODUCTION PANELS AT THE TOWN HALL CAMPUS

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

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

ADJOURNMENT

POSTED: 04 23 10  
4:00 p.m.  
cp

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

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

**INSTRUCTIONS TO SPEAKERS**

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

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

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

1. For the record, please state your name and whether or not you are a Town resident.
2. Speak only on the issue currently being discussed by Council. Please organize your speech, you will only be allowed to address the Council once regarding the topic being discussed.
3. Please limit your comments to 3 minutes.
4. During “Call to Audience” you may address the Council on any issue you wish.
5. Any member of the public speaking must speak in a courteous and respectful manner to those present.

**Thank you for your cooperation.**

**TC Regular Session**

**Date:** 05/05/2010

**Requested by:** Mary Davis, Communications Administrator

**Submitted By:** Mary Davis, Town Manager Department

**Department:** Town Manager Department

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**Information**

**SUBJECT:**

Presentation of Graffiti Abatement Public Service Campaign by Ironwood Ridge High School Students

**SUMMARY:**

In 2010, graffiti vandalism has more than doubled in the first quarter of this year over the same period in 2009. Oro Valley staff in the Public Works, Parks and Recreation, and Police departments, along with the Town Manager's office, have formed a special employee task force to address the rising problem of graffiti in the community. Efforts include reviewing public education opportunities on awareness of the high cost of graffiti, as well as ways that we can work with the HOA communities and other groups to help remove graffiti quickly when it occurs.

Staff met with the video and graphics teacher at Ironwood Ridge High School, Mr. Craig Baron, to see if they would be interested in developing a public service campaign to help get the message out about how detrimental graffiti can be on a community. Tonight, we will showcase the students' work for Council and the community.

We would like to also offer a special thanks to Kelle Maslyn of Comcast and Dave Perry from Explorer Newspapers. Both have agreed to run these public service announcements in their respective media outlets throughout the summer, at no charge.

**DISCUSSION:**

N/A

**FISCAL IMPACT:**

N/A

**CONCLUSION/RECOMMENDATION:**

This is a presentation for information only.

**SUGGESTED MOTION:**

N/A

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**TC Regular Session**

**Date: 05/05/2010**

**Submitted By:** Jose Rodriguez, Public Works

**Department:** Public Works

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**Information**

**SUBJECT:**

Presentation regarding Steam Pump Ranch

**SUMMARY:**

The Steam Pump Ranch was acquired in April 2007 in partnership with Pima County. Immediately after the acquisition, Council established the Historic Preservation Commission (HPC) which has authority and oversight of Steam Pump Ranch. In addition, Council authorized the formation of a citizen task force. This task force, guided by HPC and Town staff, was created to work with the public, Linda Mayro from Pima County and the consulting architectural firm of Poster Frost Mirto Architecture Planning and Preservation to develop a master plan. On May 21, 2008, Council adopted the Master Plan for the Steam Pump Ranch to guide the stabilization, restoration and reconstruction of the site.

We are currently in the first phase, the Pre-Opening Phase, of three established phases of the Master Plan. The Pre-Opening Phase scope is to stabilize the site and threatened structures. Ongoing stabilization efforts during the planning effort have been accomplished with the help of volunteers, Town staff, and emergency repair contracts. Concurrently, we are focused on the three structures in need of immediate repairs: the Pusch Ranch House, Procter/Leiber House, and the Steam Pump structure. On May 5, 2009, the Mayor and Council approved additional funds for the restoration and reconstruction of these structures.

**DISCUSSION:**

**UPDATE:**

On August 14, 2009, the firm of Poster Frost Mirto Architecture Planning and Preservation was awarded a contract to design and develop the plans for the Pusch Ranch House, Procter/Leiber House, and the Steam Pump structure. The Steam Pump Ranch Project Team has been working with Poster Frost Mirto to determine the best way to implement the restoration, reconstruction and repair of the structures. The work has been packaged into two components, the first being the plans for the construction and repairs of the two residences. The Steam Pump structure will follow this effort, as the final treatment is currently in discussion with the State Historic Preservation Office (SHPO). At issue is SHPO's preference to preserve the Steam Pump as a ruin, whereas the Master Plan calls for accurate Restoration.

On March 22, 2010, the Town sent a letter to SHPO requesting two reviews: 1) review of the Steam Pump Ranch Master Plan to determine conformance with the District's listing on the National Register of Historic Places and 2) review of the proposed components of the first phase of the implementation of the Master Plan; the reconstruction of the Pusch House Ranch and emergency repairs to the Procter/Leiber House. It was noted that the Steam Pump structure was not part of this initial review, but will be protected in place from the elements in the interim, and plans will be forwarded under separate cover. SHPO completed their review and on April 15, 2010 the Town received the response letter approving the proposed treatment improvements as submitted.

**IMPROVEMENTS:**

Phase I - Package A

#### Pusch Ranch House

The work on this structure will consist of restoring the exterior to its late-19th Century/early 20th century appearance (deconstruction of walls, porches and reconstructing the roof, etc.) and the adaptive re-use of the interior (floors, windows and fireplace, etc.). This follows the language on the Master Plan.

#### Procter/Leiber House

The work on this structure will consist of emergency repairs (major components include removing and replacing an adobe wall, rafter and foundation) as a result of the collapsed fireplace that was built in the second story addition.

#### Phase I - Package B

##### Steam Pump

This work will consist of restoring the building to its early 20th century appearance following Package A. The intention is to follow the Master Plan for accurately Restoring the Steam Pump.

#### SCHEDULE:

Phase I - Package A will be advertised for construction beginning early May. It is anticipated that the contract will be awarded in mid-June, with construction commencing in early July. The construction for Steam Pump will commence late summer of 2010.

The Tentative Schedule for Phase I is:

- Plans and Specifications completed by April 30, 2010
- Advertise Project from May 10 through May 28, 2010
- Bid Opening May 28, 2010
- Execute contract from June 21, 2010
- Start Construction June 28, 2010
- Complete Construction December 31, 2010

#### **FISCAL IMPACT:**

None - for information only

#### **CONCLUSION/RECOMMENDATION:**

Staff recommends moving forward as delineated above and will continue to keep Council informed of the progress.

#### **SUGGESTED MOTION:**

Not an action item - presentation is for information only.

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**TC Regular Session**

**Date:** 05/05/2010

**Submitted By:** Christina Pickering, Town Clerk

**Department:** Town Clerk

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**Information**

**SUBJECT:**

Minutes: March 8, 12, 24, & 31, 2010

**SUMMARY:**

**DISCUSSION:**

**FISCAL IMPACT:**

**CONCLUSION/RECOMMENDATION:**

**SUGGESTED MOTION:**

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**Attachments**

Link: [03 08 10](#)

Link: [3-12-10 Special Session](#)

Link: [3-24-10 Special/Study Session](#)

Link: [03 31 10](#)

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**DRAFT MINUTES**  
**ORO VALLEY TOWN COUNCIL**  
**SPECIAL/STUDY SESSION**  
**March 8, 2010**  
**ORO VALLEY COUNCIL CHAMBERS**  
**11000 N. LA CANADA DRIVE**

**SPECIAL SESSION**

**CALL TO ORDER** - at 6:00 p.m.

**ROLL CALL**

**PRESENT:** Paul Loomis, Mayor  
Bill Garner, Vice Mayor - via telephone  
Kenneth "K.C." Carter, Councilmember  
Barry Gillaspie, Councilmember  
Salette Latas, Councilmember  
Patricia Spoerl, Councilmember

**1. DISCUSSION AND POSSIBLE ACTION REGARDING A REQUEST FROM EVERGREEN STEAM PUMP, L.L.C. AND BASIS SCHOOL, INC. FOR PAYMENT IN KIND AND/OR PHASED PAYMENT OF PERMIT AND DEVELOPMENT IMPACT FEES ON A PORTION OF THE STEAM PUMP VILLAGE DEVELOPMENT**

Economic Development Manager Amanda Jacobs presented the item. She explained that Ventana Medical Systems had noted they had difficulties recruiting people with desired skills as the American school system was not on par with the European school system.

Ms. Jacobs noted the following:

- ◆ Council members and staff had met with BASIS Charter school co-founder Dr. Block
- ◆ The BASIS model combined Asian/European college preparatory with the American curriculum
- ◆ Sanofi Aventis and Ventana Medical Systems were excited to have BASIS in Oro Valley
- ◆ BASIS wanted to build a 30,000 square foot building at Steam Pump Village
- ◆ Tutor Time was no longer moving to Steam Pump Village
- ◆ Erecting a new building would warrant permit and development fees.
  - A waiver or phased payments of these fees was requested

Mayor Loomis opened the floor for public comment. He noted the people in the audience that expressed their support for this item though did not wish to speak:

- ◆ Tucson resident Dr. Mittida Raksanaves
- ◆ Tucson resident Nick Fleege

- ◆ Tucson resident Britney Murray
- ◆ Oro Valley resident Heidi Tronstad

Oro Valley resident Joe Hornat stated that this was the first time he had seen such cooperation between the builder, the Town and the applicant. He noted that this was something the community could support.

Oro Valley resident Doug McKee stated that there were troubling aspects associated with this item. He noted that the developer had promised significant sales tax revenues if the Town agreed to an Economic Development Agreement (EDA). He stated that the school would be good for Oro Valley in the long term; however locating it in Steam Pump Village would reduce the potential for retail sales taxes. He noted that the Supreme Court ruled on what constitutes gifts and this proposal could violate that decision. He stressed that an appraisal of the open space was needed.

Critical Path Institute (CPI) Director of Consortia Operations Steve Broadbent spoke on behalf of Dr. Ray Woosley. He stated that Basis Charter School has been ranked in the top 5 nationally and that CPI strongly supported their presence in Oro Valley.

It was noted that the school was not a substitute for commercial retail, but rather a substitute for Tutor Time Child Care/Learning Center.

Town Attorney Tobin Rosen addressed the Gift Clause. He stated that the Town would relinquish \$157,000 in permit and impact fees. He explained that in return, the Town would own part of the parcel. He noted that the Town was obligated to make payments to the developer under the EDA.

Councilmember Carter recommended that the 1% Art fee required of the developer should be waived and donated to the school. He suggested that a second appraisal be sought.

Acting Planning and Zoning Director Paul Popelka stated that he did not believe that the Oro Valley Zoning Code would preclude the use of open space for park activities. He noted that the land was zoned and classified as open space and would not prohibit passive recreation.

**MOTION:** A motion was made by Councilmember Gillaspie and seconded by Mayor Loomis to direct staff to accept the terms offered by Evergreen Steam Pump and Basis School Incorporated for the in-kind and phase payment of the permit and development impact fees for the Basis Charter School facility at Steam Pump Village to include appraisal and possible conveyance of one portion of the undeveloped real property at Steam Pump Village site and payment of the remainder of the fees through the retention by the Town of future amounts due and payable to Evergreen under the existing Economic Development Agreement between Evergreen and the Town. I further move that the appraisal be acquired by mutual agreement between the Town of Oro Valley and the petitioner, that the

arts fee be waived and that the maintenance on the parcel be a subject of negotiation with the developer.

**MOTION** carried, 6-0.

### **ADJOURN SPECIAL SESSION**

**MOTION:** A motion was made by Councilmember Latas and seconded by Councilmember Carter to adjourn the meeting at 6:28 p.m.

**MOTION** carried, 6-0.

### **STUDY SESSION**

**CALL TO ORDER** - at 6:28 p.m.

### **ROLL CALL**

**PRESENT:**

- Paul Loomis, Mayor
- Bill Garner, Vice Mayor - via telephone
- Kenneth "K.C." Carter, Councilmember
- Barry Gillaspie, Councilmember
- Salette Latas, Councilmember
- Patricia Spoerl, Councilmember

#### **1. Discussion regarding Budget Retreat Follow-up - Public Works Department**

Town Engineer Craig Civalier presented the item. He reviewed the following divisions:

- ♦ Administration Division
  - Total amount budgeted \$367,195
  - Contract administration
  - Records and file management
  - Stormwater Utility billing
  - Departmental management
  - Pima Association of Governments PAG/Regional Transportation Authority (RTA) representation
  - 3 employees
- ♦ Engineering Division:
  - Construction and Design Program \$557,729
  - Impact Fees Program \$7,045,715 (PAG)
  - Capital Improvement Projects
  - Project management
  - In house design
  - Traffic engineering
  - Transportation planning
  - Regional funding acquisition
  - The division has been right sized to 5 employees
    - In 2005 there were 12 employees

- ◆ Development Review Division
  - Development Review program \$397,541
  - Highway Permitting program \$70,236
  - Civil Engineering Development and Plan Review
  - Civil Engineering Technical Report Review
  - Grading Permit Review and Issuance
  - Highway Permit Issuance
  - Grading and Highway Permit Inspections
  - 5 Employees
  - Right sized
- ◆ Operations Division
  - Total budgeted \$6,777,932
  - Street Maintenance Program
    - Public street repairs and sweeping
    - Drainage repairs
    - Roadway Vegetation Maintenance
    - Adopt-A-Highway Program
    - Buffelgrass eradication
  - Stormwater Utility Program
    - National Pollution Discharge Elimination Program
    - Adopt-A-Wash program
    - USACORE 404 Permits
    - Environmental education
    - FEMA flood maps
    - Funding for CIP projects through Pima County, ADEM and FEMA
    - Drainage Projects
    - Flood plain management
  - Custodial Maintenance Program
    - HVAC
    - Janitorial
    - Electrical
    - Building repairs
  - Traffic Engineering Program (Operations)
    - Traffic signal operation and maintenance
    - Pavement markings
    - Traffic signs
    - Traffic studies
    - Mainline striping is outsourced
  - Fleet Maintenance Program
    - Vehicle repairs
    - Fuel use tracking
    - Preventative maintenance
  - Pavement Management Program
    - Surface treatments
    - Pavement Inspections and Data Management
    - New Product Research

- 28 Employees
- ◆ Transit Services Division
  - Total budgeted \$638,454
  - Para-transit operations (Coyote Run)
  - RTA Park and Rides
  - RTA Sun Tran Express service
  - RTA new circulator service
  - 9 employees
  - Volunteer drivers
  - Hiring 2 new drivers due to shortage and reductions in services

It was noted that the cost of the Coyote Run program without two additional part time drivers would total \$638,000; the cost with the additional drivers would be \$688,000.

## 2. **Discussion regarding Budget Retreat Follow-up - Police Department**

Oro Valley Police Chief Danny Sharp presented the item. He noted that Oro Valley enjoyed the distinction of having one of the lowest crime rates in Arizona, though located 3.5 miles south of the Town was the city with one of the highest crime rates in Arizona.

Chief Sharp reviewed the Traffic Unit:

- ◆ Part of the Field Service Division
- ◆ Allows for greater deployment of resources
- ◆ Supports basic patrol operations and Criminal Investigation Unit
- ◆ Consists of the following:
  - 1 Motorcycle Sergeant
  - 8 Motorcycle Officers
  - 1 Special Events Coordinator
- ◆ Provides:
  - High profile selective traffic enforcement seven days a week both day and night
  - Traffic collision investigations
  - Driving Under the Influence (DUI) investigations
  - Commercial vehicle inspections
  - Driver education
  - Traffic related criminal investigative work
  - Special event coordination

Chief Sharp noted that the police department collaborated with the Town Engineer for safety on roadways.

He presented a training video that emphasized the importance of traffic safety laws and the officers that enforce those laws.

He stated that a 2005 Fresno, California study revealed that the "halo" effect, resulting from contact with a traffic officer lasted 2-8 weeks.

<b><u>Oro Valley Police Department Statistics</u></b>	<b><u>2005</u></b>	<b><u>2006</u></b>	<b><u>2007</u></b>	<b><u>2008</u></b>	<b><u>2009</u></b>
Fatal Traffic Accident w/Pedestrian	0	0	1	0	0
Fatal Traffic Accident w/Another Auto	2	1	0	1	0
Fatal Accident w/Bicycle	0	0	1	1	0
Fatal Traffic Accident, Other	0	0	1	1	0
<b><u>TOTAL</u></b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>
Traffic Accident Injury w/Pedestrian	3	1	0	2	1
Traffic Accident Injury w/Auto	63	67	67	59	52
<b><u>TOTAL</u></b>	<b>66</b>	<b>69</b>	<b>67</b>	<b>61</b>	<b>53</b>
DUI Personal Injury Accident	5	5	10	5	2

He noted that two additional officers were deployed after statistics revealed that Oro Valley averaged two fatalities per year. He stated that since the deployment there have been no fatalities since 2008.

He reviewed the Traffic Unit Service benefits:

- ◆ Increased traffic enforcement and education
- ◆ Reduction in injury related accidents
- ◆ Elimination of traffic fatalities over last year
- ◆ Reduction in workload of Criminal Investigation Unit
- ◆ Increased Commercial Vehicle inspections
- ◆ Ability to traffic hotline complaints quickly
- ◆ Ability to deploy motorcycle officers to neighborhoods, schools and high collision intersections simultaneously
- ◆ Ability to respond quickly to service calls through highly congested roadways
- ◆ Specially trained traffic collision investigators, DUI and Drug Recognition Experts

He stated that the budget impact for Traffic Unit personnel costs was \$836,540 for Fiscal Year (FY) 2009/10. He noted that it was 8.02% of the total personnel budget for the police department.

He reviewed the OVPD Reserve Officer Program:

- ◆ Staff levels
  - 3 officers assigned to Uniform Patrol
  - 1 officer assigned to non-uniform property and identification
  - 1 position frozen for FY2009/10
- ◆ Responsibilities:
  - Enhance patrol staffing; reduce response times
    - Reserve officers answered 315 calls for service from August 2009 through January 2010
  - Reduce overtime associated with:

- Open shifts due to military leave
- Extended Family Medical Leave (FMLA)
- Illness
- Injury
- Vacation
- Manage the destruction, allocation, charitable donation or auction of property and evidence seizures
- ◆ Budget impact of Reserve Officer personnel costs for FY 2009/10
  - \$90,451; .87% of the total OVPD personnel budget
- ◆ Task Force Operations
  - Partnering with outside agencies allows for joint utilization of resources to:
    - Identify, plan and implement regional initiatives
    - Reduce crime
    - Increase public safety in and outside of Oro Valley's jurisdiction
  - Assignments
    - Counter Narcotics Alliance (CNA)
      - Multi-jurisdictional drug task force
        - 18 participating agencies in Pima County
      - Shares resources and intelligence in the prohibition of illegal narcotics
      - Methods:
        - Undercover street level enforcement
        - Title 3 intercepts (local and international) of drug trafficking organizations (DTO)
        - Money laundering operations (MLO)
      - Community Impact
        - Actively patrols street level drug trafficking in Pima County
        - Provides resources to OVPD units such as the Community Action Team (CAT) and Criminal Investigations unit
        - The cooperative initiative aids criminal investigations
        - Officers receive training at a cost that could not be matched by the department
    - Drug Enforcement Agency (DEA)
      - Community Impact
        - Provides sensitive intelligence regarding drug production and trafficking in and around Oro Valley
        - Resources and personnel available to OVPD
        - Anti-racketeering funds allotted to OVPD as a result of the department's participation in the program
    - Gang & Immigration Intelligence Team Enforcement Mission (GIITEM)
      - Multi-jurisdictional task force that focused on gang, U.S. border and immigration crimes
      - Community impact:
        - Provides critical intelligence to identify changes in crime patterns or sprees in organized and un-organized gang syndicates

- Partnership ensures additional personnel during significant public safety emergencies
- Joint Terrorism Task Force (JTTF)
  - Multi-jurisdictional effort led by the United States Department of Justice and the Federal Bureau of Investigations (FBI)
    - Combines federal, state and local law enforcement resources to combat terrorism
  - Community impact
    - First hand terrorism intelligence
    - Provides an additional layer of protection against terrorism
- Budget impact

<u>Program</u>	<u>Resources Allocated</u>	<u>Total Cost</u>	<u>Total Recovered</u>	<u>Net Cost</u>
Counter Narcotics Alliance	3	\$250,371	\$220,458	\$ 29,913
Drug Enforcement Administration	3	\$249,928	\$ 78,169	\$ 171,759
Gang & Immigration Intelligence Team Enforcement Mission	1	\$ 74,539	\$ 55,004	\$ 19,535
Joint Terrorism Task Force	1	\$ 80,931	Overtime paid	\$ 80,931
<b>TOTAL Net Investment for Task Force Operations</b>	<b>8</b>	<b>\$655,769</b>	<b>\$353,630</b>	<b>\$302,138</b>

Mayor Loomis opened the floor for public comment.

Oro Valley resident John Musolf stated that Council should request the number of employees in each category for both items 1 and 2. He stated that four Intergovernmental agreements were signed last year for a total of 8 officers.

Oro Valley resident Richard Tracy stated that the Town's participation on task forces outside of the community allowed the Town the services of manpower and resources of those task forces when needed for Oro Valley issues. He addressed why multiple units were often seen when a car had been pulled over noting that it was for the protection of the officer and the community.

Discussion regarding the Chief's presentation followed.

Mayor Loomis requested that an organizational chart identifying the various offices of the various groups be brought back as an action item or sent to Council. He further requested to add the number of Full Time Employees assigned to each unit.

### 3. **Future Agenda Items - No items.**

**ADJOURNMENT**

**MOTION:** A motion was made by Councilmember Carter and seconded by Councilmember Spoerl to adjourn the meeting at 7:41 p.m.

**MOTION** carried, 6-0.

Prepared by:

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Christina Pickering  
Senior Office Specialist

**MINUTES  
ORO VALLEY TOWN COUNCIL  
SPECIAL SESSION  
March 12, 2010  
ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CANADA DRIVE**

**SPECIAL SESSION - AT OR AFTER 1:00 PM**

**CALL TO ORDER: 1:00 p.m.**

**ROLL CALL**

**PRESENT:** Paul Loomis, Mayor  
William Garner, Vice Mayor - via telephone  
K C Carter, Councilmember  
Barry Gillaspie, Councilmember - via telephone  
Salette Latas, Councilmember  
Pat Spoerl, Councilmember - via telephone

**EXECUTIVE SESSION - AT OR AFTER 1:00 PM** In accordance with ARS §38-431.03(A)(1) to discuss personnel matters related to appointment of a new Town councilmember to fill one vacancy with term effective until June 2, 2010

**MOTION:** A motion was made by Councilmember Latas and seconded by Councilmember Carter to go into Executive Session in accordance with ARS 38-431.03(A)(1) to discuss personnel matters related to appointment of a new Town councilmember to fill one vacancy with term effective until June 2, 2010. MOTION carried 6 - 0.

**MOTION:** A motion was made by Councilmember Carter and seconded by Councilmember Latas to go out of Executive Session at 1:12 p.m. MOTION carried 6 - 0.

**RESUME SPECIAL SESSION - AT OR AFTER 1:00 PM**

- DISCUSSION AND POSSIBLE ACTION REGARDING FILLING OF COUNCIL VACANCY WITH TERM EFFECTIVE UNTIL JUNE 2, 2010**

**MOTION:** A motion was made by Councilmember Latas and seconded by Councilmember Carter to appoint Mary Snider to fill the unexpired term of Councilmember Al Kunisch with term effective through June 2, 2010. MOTION carried 6 - 0.

**ADJOURNMENT**

**MOTION:** A motion was made by Councilmember Carter and seconded by Councilmember Latas to adjourn the special session at 1:20 p.m. MOTION carried 6 - 0.

Prepared by:

Kathryn E. Cuvelier, CMC  
Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the special session of the Town Council of Oro Valley, Arizona held on the 12<sup>th</sup> day of March 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 14<sup>th</sup> day of April, 2010.

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Kathryn E. Cuvelier, CMC  
Town Clerk

**DRAFT MINUTES  
ORO VALLEY TOWN COUNCIL  
SPECIAL/STUDY SESSION  
MARCH 24, 2010  
ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CANADA DRIVE**

**SPECIAL SESSION** - AT OR AFTER 6:00 PM

**CALL TO ORDER** - 6:01 p.m.

**ROLL CALL**

**PRESENT:**

Paul Loomis, Mayor  
Kenneth "K.C." Carter, Councilmember  
Barry Gillaspie, Councilmember  
Salette Latas, Councilmember  
Mary Snider, Councilmember (Administered the  
Oath of Office after the Roll Call)  
Patricia Spoerl, Councilmember

**EXCUSED:**

Bill Garner, Vice Mayor

1. **SWEARING IN OF NEW COUNCILMEMBER MARY SNIDER WITH  
TERM EFFECTIVE TO JUNE 2, 2010**

Town Clerk Kathryn Cuvelier administered the Oath of Office to newly appointed Councilmember, Mary Snider.

Mayor Loomis recessed the meeting at 6:05 p.m. The meeting resumed at 6:10 p.m.

2. **RESOLUTION NO. (R)10 - 13 CANVASSING THE VOTE OF THE  
MARCH 9, 2010 PRIMARY ELECTION**

**MOTION:** A motion was made by Councilmember Gillaspie and seconded by Councilmember Carter to adopt Resolution (R)10-13.

**MOTION** carried, 6-0.

3. **PUBLIC HEARING - ORDINANCE NO. (O)10 - 03 AMENDING ORO  
VALLEY TOWN CODE ARTICLE 5-5, MAGISTRATE COURT FEES,  
SECTION 5-5-1(A), FEES, ESTABLISHING A COURT SECURITY FEE**

Judge George Dunscomb presented the Council Communication and requested that the Council approve a \$13.58 Oro Valley fee per case. He explained that with required State fees, the total fee assessed would be \$25.00.

Mayor Loomis opened the public hearing. There being no speakers, the public hearing was closed.

**MOTION:** A motion was made by Councilmember Carter and seconded by Councilmember Gillaspie to adopt Ordinance (O)10-13, amending the Oro Valley Town Code Section 5-5-1(A) approving a \$13.58 per case security fee to offset court security expenses.

**MOTION** carried, 6-0.

4. **DISCUSSION AND/OR POSSIBLE ACTION REGARDING THE APPOINTMENT OF JOHN BUETTE TO THE PLANNING AND ZONING COMMISSION EFFECTIVE MARCH 24, 2010 - JUNE 30, 2010**

**MOTION:** A motion was made by Councilmember Spoerl and seconded by Councilmember Gillaspie to appoint John Buette to the Planning and Zoning Commission.

**MOTION** carried, 6-0.

5. **DISCUSSION AND/OR POSSIBLE ACTION REGARDING THE APPOINTMENT OF ELLEN GUYER TO THE HISTORIC PRESERVATION COMMISSION WITH TERM EFFECTIVE MARCH 24, 2010 - JUNE 30, 2012**

**MOTION:** A motion was made by Councilmember Gillaspie and seconded by Councilmember Carter to appoint Ellen Guyer to the Historic Preservation Commission.

**MOTION** carried, 6-0.

6. **DISCUSSION AND/OR POSSIBLE ACTION REGARDING APPROVAL OF PLANNING AND ZONING DEPARTMENT WORK PLAN FOR FISCAL YEARS 2010/11 AND 2011/12**

Acting Planning and Zoning Director Paul Popelka reviewed the Planning and Zoning Department's Work Plan. He highlighted projects, recommended priorities and estimated staff hours to complete said projects.

Discussion followed regarding the Work Plan priorities, Arroyo Grande, the General Plan and the Voluntary Green Building program.

**MOTION:** A motion was made by Mayor Loomis and seconded by Councilmember Gillaspie to approve the Planning and Zoning Work Plan with the following changes:

Item 1 - Sign Code Update to include any Lighting Code changes

Item 2 - Zoning Code update

Item 3 - Update Zoning Code Development Design Guidelines and to include any additional recommendations in design guidelines for voluntary "green" ideas and guidelines for water harvesting and to provide recommendations pointing where appropriate to Standards.

Item 4 - General Plan Update

Item 5 - New General Plan Energy and Conservation Elements and remaining items to follow in the order as presented and that Item 8 (Voluntary Green Building Program Certification) and Item 11 (Town Sustainability Plan -Green Team) be removed from the Work Plan.

**MOTION** carried, 6-0.

**MOTION:** A motion was made by Councilmember Carter and seconded by Councilmember Gillaspie to adjourn the Special Session at 7:15 p.m.

**MOTION** carried, 6-0.

Mayor Loomis recessed the meeting at 7:15 p.m. The meeting resumed at 7:20 p.m.

**STUDY SESSION – AT OR AFTER 6:00 P.M.**

**CALL TO ORDER - 7:20 p.m.**

**ROLL CALL**

**PRESENT:**

Paul Loomis, Mayor  
Kenneth "K.C." Carter, Councilmember  
Barry Gillaspie, Councilmember  
Salette Latas, Councilmember  
Mary Snider, Councilmember  
Patricia Spoerl, Councilmember

**EXCUSED:**

Bill Garner, Vice Mayor

1. **UPDATE REGARDING THE TOWN ENERGY EFFICIENCY  
CONSERVATION IMPLEMENTATION STRATEGY REPORT**

Conservation & Sustainability Manager Bayer Vella presented an update on the Energy Efficiency Conservation Implementation Strategy Plan. He reported that this project would help reduce the Town's energy demands and replace aging capital equipment in a fiscally responsible manner utilizing Energy Efficiency Conservation Block Grant monies. Mr. Vella then highlighted the following:

~Solar production and energy efficiency:

- Town Hall complex - covered parking with solar elements
- Replace light bulbs, HVAC equipment, water conservation fixtures, Town building energy management (controls, low-E window film), pool solar heating, street lighting, etc.

~Challenges to solutions:

- Grant approval
- Performance contracting: Tucson Electric Power (TEP) solar rebate (\$1.7 million dollar rebate confirmed)
- CREBS Energy Bonds (Clean Renewable Energy Bonds) - expecting a 1-2% interest rate

- Municipal Tax lease financing vs. Cash Reserve (most recent bid is 4.9%)
- Aim is to have no fiscal impact to the General Fund.

#### IMPLEMENTATION: Achievements

STRATEGY ITEM	DATE ACHIEVED
Town Council Approval of Strategy	11/18/09
Submittal of Strategy to Dept. of Energy Dept. of Energy approval of Strategy	12/03/09 03/01/10
Application for Tucson Electric Power Solar Rebate Solar Rebate Approval	12/30/09 03/04/10
Contract Review and Negotiations	95%
Finance Research & Market Quotes	80%

#### NEXT STEPS

STRATEGY ITEM	TARGET DATE
Research new jobs Legislation & Finance	April
Town Council Review: Finance Vehicles	5/05/10
DRB: Architecture and Landscape review	5/11/10
Contract with APS Energy Solutions	5/12/10
Final Plans: Technical Design and Engineering and Building Permits	6/11/10
TEP Deadline: Building permit for solar	7/13/10
Construction start	7/15/10
100% construction complete	2/15/11

Mr. Vella further explained that Town staff was in contract negotiations with Arizona Public Service (APS) but the contract could not be signed until financing was in place (Staff and Bond Counsel are currently working on the financing options). He also reported that this item was on the May 5, 2010 agenda for Council's review and approval.

Councilmembers Snider and Latas commended staff for their work on this project.

## 2. **COMMUNITY FUNDING AND ECONOMIC DEVELOPMENT**

Economic Development Manager Amanda Jacobs presented the Community Funding background:

September 2001 - Community Funding process approved

November 2009 - Community Funding suspended

January 2010 - Study Session requested to discuss Community funding and economic development

March 24th Study Session - Determine if future funding for the economic

development partners should be considered within the annual Community Funding process, or become a separate discussion and if funded, become a dedicated line item within the Economic Development Division.

Ms. Jacobs reviewed the three current financial participation agreements and the positive and negative impacts to the Town by not funding the Economic Development partners in fiscal year 2010/11:

~CRITICAL PATH INSTITUTE (C-Path)

- 5 year contract ends June 30, 2010, so the Town saves \$25,000 (C-Path was not going to request any more funding).

~ METROPOLITAN TUCSON CONVENTION & VISITORS BUREAU (MTCVB)

POSITIVE IMPACTS:

- Town would save \$72,000

- Hilton El Conquistador Resort would receive \$179,280 in fiscal year 2010/11.

This Economic Development Agreement expires September 1, 2011.

NEGATIVE IMPACTS:

- Hilton El Conquistador Resort estimates that they would lose 20% of their business. MTCVB would no longer market the Resort.

- MTCVB budgets \$1 million to market tourism in the region whereas the Town budgets \$60,000 for all economic development marketing efforts.

TUCON REGIONAL ECONOMIC OPPORTUNITIES, INC. (TREG)

POSITIVE IMPACTS:

- Town would save \$40,000

NEGATIVE IMPACT:

- TREG budgets \$1 million to market the region whereas the Town budgets \$60,000 for all economic development marketing efforts.

BED TAX ALLOCATIONS: Total expenditures for fiscal year 2009/10 are \$479,000:

- \$282,000 budgeted for Hilton El Conquistador Resort
- \$60,000 budgeted for Economic Development marketing
- \$25,000 budgeted for C-Path
- \$72,000 budgeted for MTCVB
- \$40,000 budgeted for TREG

Ms. Jacobs presented options for Council consideration:

~ Option 1 - Maintain the suspension of the Community Funding. The Town would realize a savings of \$137,000.

~ Option 2 - Consider funding MTCVB and TREG at current levels. Total expenditures would be \$112,000. Any approved funding would have to come out of the Bed Tax Fund cash reserves or a reduction to the \$700,000 in bed tax funds to be used to subsidize the General Fund in fiscal year 2010/11.

Lynn Erickson, General Manager of the Hilton El Conquistador, commented that he met with Jonathan Walker from MTCVB. He explained that Mr. Walker stated that they would terminate leads for all Oro Valley hotels if the Town no longer

funds MTCVB. He also provided statistics regarding funding from Oro Valley, the City of Tucson and Pima County and stated that MTCVB's primary funding comes from governmental entities.

Discussion followed regarding MTCVB's memberships, separating economic development investments from community funding and evaluating events based on what they bring to Oro Valley.

Mayor Loomis opened the floor for public comment.

John Musolf, Oro Valley resident, agreed that economic development agreements are sometimes a good thing (increase sales tax and bed tax, create jobs). He also commented that he felt that the MTCVB, TREO and C-Path performance measures should be revised before any further funding is approved.

Bill Adler, Oro Valley resident, stated that funding economic development in the Town was imperative and that these agreements should be separate from Community Funding. He felt that the problem was with the performance measures and results and felt that they needed to be more specific. He also commented that rather than funding organizations that are reluctant or unwilling to provide specifics regarding performance measures, he would be interested to see what the Town could do "in house" and suggested that staff consider this option.

Lynn Erickson, General Manager of the Hilton El Conquistador, recommended that funding for economic development be a dedicated line item to provide a funding mechanism for those organizations that enhance the economy of Oro Valley (measured by their ability to increase revenue for Oro Valley or provide jobs). He further provided statistics highlighting tax dollars collected and revenue generated due to the leads provided by MTCVB. He encouraged Council to consider that economic development was essential to provide for the Town.

David Welch, Oro Valley resident and representing TREO, encouraged Council to consider economic development line items and community funding items separately. He stated that the evolution of TREO as a public/private partnership continues. He also commented that they are currently working on engaging the private sector to match the public sector's contributions.

Mayor Loomis requested that staff bring back a Resolution for consideration regarding identifying economic development investments and community funding as two separate elements in the budget.

3. **Future Agenda Items - No further items presented.**

**ADJOURNMENT**

**MOTION:** A motion was made by Councilmember Carter and seconded by Councilmember Snider to adjourn at 8:40 p.m.

**MOTION** carried, 6-0.

Prepared by:

\_\_\_\_\_  
Roxana Garrity, CMC  
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special/Study session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 24th day of March 2010. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Kathryn E. Cuvelier, CMC  
Town Clerk

**MINUTES  
ORO VALLEY TOWN COUNCIL  
STUDY SESSION  
March 31, 2010  
ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CANADA DRIVE**

**STUDY SESSION**

**CALL TO ORDER** - at 6:01 p.m.

**ROLL CALL**

**PRESENT:** Paul Loomis, Mayor  
Bill Garner, Vice Mayor  
Kenneth "K.C." Carter, Councilmember  
Barry Gillaspie, Councilmember  
Mary Snider, Councilmember  
Pat Spoerl, Councilmember

**EXCUSED:** Salette Latas, Councilmember

Mayor Loomis called for a moment of silence in memory of Oro Valley Police Sergeant Doug Reedy.

**1. Follow-up from Budget Retreat - Water Utility**

Water Utility Director Philip Saletta presented an overview of the item. He noted that the Oro Valley Water Utility (OVWU) had doubled in size over the last 15 years. He reviewed current staff levels:

Administration	3
Customer Service/Meters/Conservation	12
Engineering and Planning	6
Production and Distribution	15
Total Employees	36

- ◆ Operators and meter readers were certified
  - Cross functional
  - On-Call 24/7 Operation
- ◆ Average employee has 7.6 years of service with the Town
- ◆ \$1.7M invested in training

He reviewed the Customer Service statistics for 2009, noting that there were 18,401 connections for a population of 48,600.

He explained OVWU's efforts regarding water conservation:

- ◆ Free water audits
  - 179 audits in 2009 which save water and money

- ◆ Provide education and information to the public
- ◆ Drought Preparedness Plan
- ◆ Water Conservation Plan in compliance with State regulatory requirements

He reviewed the 2009 statistics for Water Supply & Usage

- ◆ Potable Water
  - 6.95 million gallons per day
  - Average customer used 8,000 gallons per month
- ◆ Reclaimed Water
  - Five golf courses used 642 million gallons per year
- ◆ Water Rates
  - Average monthly water bill was \$38.50
  - Four-tier rate structure
  - Groundwater Preservation Fee for protecting aquifer by developing renewable water sources

Mr. Saletta reviewed the following categories:

- ◆ Water Management
  - Assured Water Supply Designation from the State
    - Must report the Town's water usage annually
    - Groundwater reporting and replacement
    - Must replace or replenish all groundwater usage
  - Groundwater Allowance Account
  - Recharge
  - Recovery Wells
  - Central Arizona Groundwater Replenishment District
  - Total cost to recharge and meet regulatory requirements was \$1.8M in Fiscal Year 2009/10
- ◆ Financial Management
  - Assets valued at \$98,436,162
  - Enterprise fund
  - Alternative Water Resources Development Impact Fee (AWRDIF) fund
  - Potable Water System Development Impact Fee (PWSDIF) fund
  - No burden to General Fund
  - Bond rating is AA-
  - Debt Service Management
    - Existing Debt
    - Debt Reduction
    - WIFA loans
- ◆ Future Water Supply
  - Protect and preserve aquifer
    - Reduce groundwater demand
  - Use more reclaimed water for irrigation
    - 20% of deliveries
  - Develop Central Arizona Project (CAP) water
    - Water treatment and delivery system

- Growth pays for itself through water impact fees
- Existing customers pay Groundwater Preservation fee

◆ FY 2010/11 Proposed Budgeted Expenditures

Enterprise Fund	\$17,390,490
AWRDIF Fund	\$ 3,199,578
PWSDIF Fund	\$ 4,069,671
<b><u>TOTAL</u></b>	<b><u>\$24,659,739</u></b>

◆ Enterprise Budget

<b><u>FY 2010/11 Proposed Enterprise Budget</u></b>	
Revenues	\$14,092,000
Expenditures (Excludes depreciation & amortization)	\$14,478,402
<b><u>FY 2009/10 Enterprise Budget</u></b>	
Budgeted Expenditures	\$17,680,739
Projected Expenditures (Excludes depreciation & amortization)	\$16,732,018
<b><u>Budget Reductions</u></b>	
18.1% compared to FY 09-10 Budget	
13.5% compared to FY 09-10 Projected Expenditures	

- ◆ Water Utility Enterprise Fund FY 10-11 Budgeted Expenditures
- Overall reduction of 18.1% (13.5% EOY)

Capital Projects	\$4,349,000 (30%)	Reduction \$1,960,500 (31.1%)	
Debt Service	\$3,083,970 (21%)	Reduction \$1,042,278	\$3,688,788 (54.5% EOY)
Personnel	\$2,442,957 (17%)	Reduction \$ 46,238 (1.9%)	
All Other Operations & Maintenance	\$1,411,415 (10%)	Reduction \$ 95,286 (6.3%)	
Water Resource Management	\$1,320,540 (9%)	Reduction \$ 33,152 (2.4%)	\$ 533,152 (28.8% EOY)
Power for Pumping Water	\$1,070,520 (7%)		
Reclaimed Water	\$ 800,000 (6%)	Reduction \$ 25,000 (3%)	

- ◆ Water Utility Enterprise Fund FY 10-11 Operations & Maintenance Budget
- Overall Reduction of 3.2% (9% EOY)

Water Resource Management	\$1,320,540 (29%)	Reduction \$33,152 ( 2.4%)	\$533,152 (28.8% EOY)
Power for Pumping Water	\$1,070,520 (24%)		
Reclaimed Water	\$ 800,000 (17%)	Reduction \$25,000 ( 3%)	
Other Operations & Maintenance	\$ 439,271 (10%)	Reduction \$ 2,936 ( 0.7%)	
Plant Maintenance	\$ 332,220 ( 7%)	Reduction \$79,056 (19.2%)	
Payments to General Fund	\$ 284,514 ( 6%)	Reduction \$25,000 ( 8.1%)	
Billing	\$ 203,970 ( 4%)		
Water Quality	\$ 151,440 ( 3%)	Reduction \$ 8,000 ( 5%)	

◆ Council Policies

- Resolution 05-09
- Enterprise Basis – Financial
- Mayor and Council Water policies
  - Self-supporting enterprise - no monies received from General Fund
  - Cost of Service basis
  - Debt Service coverage ratio of 1.30
  - Minimum cash reserves of 5% of budget
  - Directs staff to review water rates and charges annually and prepare report
  - Avoid sudden and large scale shifts in rates (rate shock)

◆ Pricing and Rates

- Performed preliminary analysis for FY 10-11
- One year analysis - not a 5 year projection
- Assumes no base or commodity rate increases
- Assumes Groundwater Preservation Fees would increase as planned
- Debt service coverage ratio is 1.8
- Cash balance is 42% of budget
- Remaining 3 years from 2009 analysis did not indicate rate shock
- Based on 2009 analysis - rate shock avoided without base and commodity rate increase

Mr. Saletta sought direction from Council regarding the budget, reductions, water rates analysis, and the Groundwater Preservation fee.

Discussion noted the following:

- ◆ The CAP pipeline timeline may be delayed to 2016
  - Proceeding with the design
- ◆ The partners (for the pipeline) are in agreement with the delay due to the current economic climate
- ◆ It was anticipated that the cost will remain flat for now

## 2. **Follow-up from Budget Retreat - Parks & Recreation Department**

Parks and Recreation Director Ainsley Legner presented an overview of the department:

<b><u>DIVISION</u></b>	<b><u>NUMBER OF STAFF</u></b>
Administration	3 Full time
Parks	7 Full time; 2 Part time
Aquatics	1 Full time; 33 Part time and /or Seasonal
Recreation	2 Full time; 30 Seasonal
Trails	1 Full time

She reviewed the divisions:

- ◆ Administration Division
  - Total budget: \$675,958
  - Parks and Recreation Advisory Board (PRAB) support
  - Departmental support
  - Ramada, tennis and racquetball court reservations and scheduling
  - Activity and pass registrations
  - Software and website management
  - 3 Employees
- ◆ Aquatics Division
  - Total budget: \$471,857
  - Facility management and scheduling
  - Pool maintenance
  - Swim lessons
  - Fitness programs
  - Special events
  - 8.55 Full time employees
  - Serves two schools and multiple teams throughout the year
  - Annual revenue from swim lessons is less than revenue from swim teams
  - Began closing on Sundays on November 22, 2009 to cut costs
    - After Memorial day, the pool will re-open on Sundays
  - Cancelled diving events to save \$32,000

Ms. Legner ranked the aquatics programs in order of importance to the public. She noted that the areas used to deduce the ranking order were: safety, health, fun and profitability. The priorities were as follows:

- 1) Swim lessons

- 2) Aqua fitness
- 3) Adult swim for fitness
- 4) Water Polo

Ms. Legner addressed the following:

- ◆ Attendance levels had not changed despite the new fee increases implemented in January 2010
- ◆ Cost recovery for Swim lessons was at 15% for FY 2008-09 and included all administrative overhead
  - July 2009 through February 2010, the division tracked at 165% of where the department was last year at this time
    - A better cost recovery rate had been attained with the new fees
- ◆ The benefits to annual contracts with private swim teams were:
  - The teams would be guaranteed a minimum number of lanes
  - The Town would be guaranteed a minimum amount of revenue
- ◆ Annual contracts would be available to all swim teams in FY 2010-2011
- ◆ New programs at the pool such as rehabilitation programs would require more staff
  - The pool lacked availability and was not feasible at this time
- ◆ The feasibility of the capital improvements necessary to make the facility more suitable for regional events would be assessed in the Department Management Study

She reviewed the remaining divisions:

- ◆ Recreation division
  - Total budget \$398,896
  - School break programs for children
    - Moved program from Amphitheater schools to a private school to cut costs
  - Recreational programs and classes
    - Decline in attendance for summer programs last year
    - 50% decline in the 2009 summer camp attendance
  - Ball field management
    - No declines in usage with higher fees
  - Sports league
  - Special events
  - 6.1 Full time employees
- ◆ Parks division
  - 29% of department budget
  - Total budget \$648,995
  - Landscape maintenance
    - Saved \$102,000 over the last two years by eliminating the contractor
    - Maintenance performed by Town staff
  - Parks facilities - maintenance, renovation and repairs
  - Turf management

- Irrigation projects
- 8.4 Full time employees
- ◆ Trails division - 3% of department budget
  - Total budget - \$72,514
  - Grants
  - Implementation of the Trails Plan and Pedestrian & Bicycle Plan
  - Cross Jurisdictional Alternate Mode Planning
  - Adopt-A-Trail
  - Development review
  - Public Information, safety & instructional programs
  - 1 employee
- ◆ Volunteers
  - Total number of volunteer hours - 2,750
  - Total cost savings - \$33,000

Discussion noted the following:

- ◆ Ramada fees were adjusted for James D. Kriegh (JDK) Park only
  - The funding for Riverfront Park called for different guidelines regarding fees
  - Ms. Legner stated that she provide the fees for ramadas at JDK Park for Council at a later date
- ◆ Non-residents did not participate in summer camps last year, therefore facility usage fee statistics were not available for that demographic
  - The program will continue in June if approved in the budget
- ◆ The decrease in summer camp participation was due to the increase in user fees
  - Changes to reduce the cost to the end user and maintain cost recovery were in progress
- ◆ Contracts for swim teams would not be mandated as it could cause a hardship for them; however the opportunity would be offered

Ms. Legner stated that she would research the difference in the park fees between JDK and Riverfront parks. She stated that the same fee could be charged for both parks and that the item could be brought back before Council for an implementation date of July 1, 2010.

### 3. **Discussion on Transit Services - Coyote Run Options due to loss of Local Transportation Assistance Funding (LTAF)**

Transit Administrator Aimee Ramsey presented the item. She discussed the Local Transportation Assistance Fund (LTAF) I and II:

- ◆ Funds derived from the Arizona State Lottery
- ◆ Funds were distributed to all cities and towns based on a population formula
- ◆ The State permanently repealed LTAF I and II for the remainder of FY 2010 and FY 2011

She presented 3 Basic General Fund Options:

<u>Options</u>	<u>General Fund</u>	<u>Increase/Decrease</u>
Option 1 - Increase contribution	\$483,400	\$ 181,400
Option 2 - Continue existing contribution	\$302,000	\$ 0
Option 3 - Eliminate Contribution	\$0	\$<302,000>

- ◆ Option 1 - Increase Contribution Service Characteristics
  - Continue service with adjustments
  - Riders that are ADA certified must use Handi-Car for trips outside of Oro Valley
  - Primary Riders: Target 65 riders per day
    - Seniors 62+ and disabled (non ADA)
  - No reduced fare program
  - Hours of operation limited
    - Zone A 8:30 a.m. to 4:30 p.m.
    - Zone B 9:00 a.m. to 4:00 p.m.
    - Zone C 9:30 a.m. to 3:30 p.m.
- ◆ Option 2 - Existing Contribution Service Characteristics
  - 50% Service Reduction
  - ADA certified riders must use Handi-car
  - Seniors 62+ and disabled: Target 40 riders per day
    - Zone B & C for medical services only
  - No Reduced Fare Program
  - Work force reduction to reflect new service levels
    - 5 Full Time Employees
  - Public hearing required
  - Hours of operation limited:
    - Zone A 8:30 a.m. to 4:30 p.m.
    - Zone B 9:00 a.m. to 4:00 p.m.
    - Zone C 9:30 a.m. to 3:30 p.m.
  - Coyote Run service area would be efficient and effective
    - Maximize resources
      - Drivers
      - Buses
      - Regional services
- ◆ Option 3 Eliminate Funding - No Coyote Run/Town Transit Services
  - Transportation for Seniors and Disabled without mobility options
    - 40-45 riders per day
  - Disposal of Transit Vehicles required
  - Public hearing required

Ms. Ramsey summarized:

- ◆ LTAF loss is State wide
- ◆ Demand for transit service is not diminished but has increased every year
- ◆ Coyote Run is an award winning service and the life line to many Oro Valley residents

- ◆ Her recommendation was to increase funding and continue service
  - Develop budget under Option 1
  - Continue cost containment
  - Develop Public Outreach program - make the public aware
    - Fare change proposal
    - Service hours and constraints
    - ADA transportation
  - A public hearing is not necessary; should set up town meetings
  - Implement July 1, 2010

Discussion ensued regarding:

- ◆ LTAF funding does not affect Handi-car but will affect SunTran and SunVan
- ◆ The Town of Marana's impact will be \$200,000; the same as Oro Valley
- ◆ Service for north of Tangerine Road is projected for 2012
- ◆ Last year, Coyote Run had 85-100 trips per day; currently at 65 trips per day
- ◆ Handi-Car expansion had been funded through the Regional Transportation Authority (RTA)
- ◆ 109 residents in Oro Valley were ADA certified
  - 30 of which, reside north of Tangerine Road
- ◆ Variables in the options can be changed
- ◆ A baseline option was needed so that adjustments could be made

Interim Town Manager Jerene Watson informed Council that currently she would not recommend Option 1 as part of a balanced budget. She noted the only way it could be done would be through the use of Contingency funds.

Vice Mayor Garner stated that he was in favor of blending the options.

Oro Valley resident John Musolf stated that on February 2010, this item was presented. He stated that Coyote Run was a discretionary service and that an enterprise fund was not a viable option. He recommended that a public hearing should be held to determine which option the public preferred. He stated that a decision with options needed to be made.

Oro Valley resident Bill Svetlik stated that his daughter used Coyote Run to get to work. He explained that cab services were often 30-40 minutes late whereas Coyote Run's services for the disabled were punctual. He suggested enacting an annual fee for the service akin to the Stormwater Utility fee.

Mayor Loomis stated that the following information was needed:

- ◆ The regional impact of the loss of LTAF funds
- ◆ The status of SunVan
- ◆ The potential regionalization of transit systems

He noted that all of the above should be addressed as quickly as possible and deemed it, "Issue No. 1." He requested that, as an action item for the Pima Association of Governments (PAG), the Handi-Car service area should be expanded to the Pinal County line.

He requested the status of the Town's Contingency fund and budget. He stated that the hope would be to garner funding from PAG within six months and then convert to regional transit. He noted that all of the jurisdictions would have difficulties with funding transit programs.

Councilmember Gillaspie stated that the Town needed to work with the Regional Transportation Authority and to consider blending options. He stated that he would consider using Contingency funds in order to provide service to the Town's neediest citizens.

It was noted that Coyote Run picks up passengers as early as 15 minutes early and no later than 15 minutes late. It was further noted that by law, there was a 60 minute window for picking up passengers.

Mayor Loomis called for a recess at 6:35 p.m. The meeting resumed at 7:41 p.m.

4. **Discussion regarding amending Town Council Policy No. 8 - Council Liaison to Boards and Commissions (continued from 01/20/10)**

Town Clerk Kathi Cuvelier presented the item; listing the issues raised at a previous meeting:

- ◆ Whether a liaison should have another Councilmember attend in their place
- ◆ Permanent liaison assignments vs. alternate appointments
- ◆ Whether it was appropriate for a Councilmember to attend a meeting via telephone
- ◆ The process that should a liaison be unable to fulfill their assignment, that liaison must notify the Clerk's office; the Clerk would bring an item before Council to appoint a substitute
- ◆ Need to address whether a liaison must find a substitute in the event of circumstances that prohibit the liaison from attending a meeting

Councilmember Gillaspie stated that the liaison could call the staff involved to make them aware of absence and that it was unnecessary to appoint a second liaison.

Mayor Loomis posed three questions:

- ◆ What should the procedure be if a liaison is ill and cannot attend a meeting?
- ◆ How should a liaison to a Council subcommittee be replaced if the liaison cannot fulfill the assignment?
- ◆ Should a liaison attend by telephone?

Vice Mayor Garner stated that:

- ◆ There was no need for a second liaison to be appointed
- ◆ Liaisons should be able to attend by telephone
- ◆ The liaison should notify staff when they are unable to attend

Town Attorney Tobin Rosen stated that a meeting could be conducted with a quorum of members on the telephone. He noted that it was a matter of logistics

and the ability to acknowledge motions and parliamentary procedures; however there was no law against it.

Councilmember Spoerl noted that most board and commission meetings were online and typically did not involve time sensitive issues; therefore the liaison could listen to the meeting and then provide input. She further noted that regarding the committee process; if a councilmember could not fulfill their duty as liaison, the appointment should return to Council for approval.

Councilmember Carter stated that he was opposed to attending the meetings by telephone.

Councilmember Gillaspie stated that the policy should be amended to eliminate the requirement for liaisons to attend meetings. He stated that if the liaison can no longer serve in that position, Council should appoint a new liaison.

Mayor Loomis stated that the liaison's purpose in attending was to listen and provide answers to questions. He asked Council to consider whether liaisons to the boards and commissions were necessary. He stated that he concurred with Councilmember Gillaspie that the policy requiring Council liaisons to attend the boards and commission meetings should be repealed. He stated that with regard to Council appointed members to subcommittees, if they be unable to fulfill their duties, the item should return to Council for consideration of a new appointment to that subcommittee. He stated that if there were time constraints then the subcommittee would be less one member.

Councilmember Snider confirmed that notice of the vacancy would be given to the Clerk.

Councilmember Carter stated that the process was outdated.

5. **Future Agenda Items - No items.**

**ADJOURNMENT**

**MOTION:** A motion was made by Kenneth "K.C." Carter and seconded by Councilmember Snider to adjourn the meeting at 7:57 p.m.

**MOTION** carried, 6-0.

Prepared by:

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Christina Pickering  
Senior Office Specialist

Item #: B.

**TC Regular Session**

**Date: 05/05/2010**

**Coyote Run March 2010 Monthly Report**

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**Information**

**Subject**

Coyote Run March 2010 Monthly Report

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**Attachments**

Link: [Coyote Run March 2010](#)

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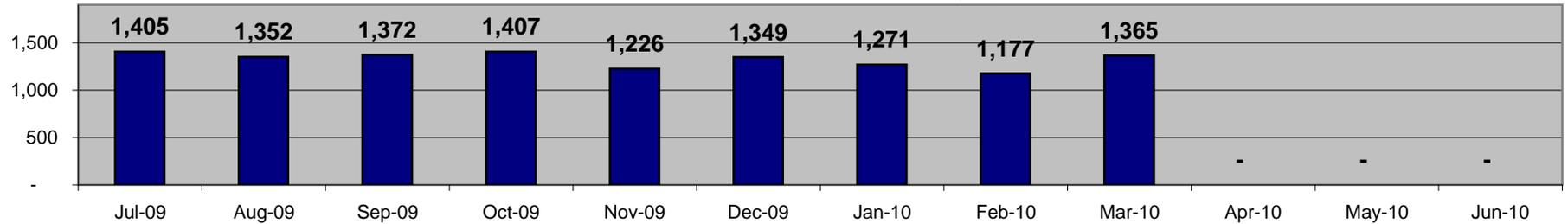
Transit Monthly Operations Report  
FY 09-10



Month	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
Revenue Hours	663.6	695.6	680.9	668.7	609.2	643.0	601.4	675.4	675.4	-	-	-
Passengers*	1,405.0	1,352.0	1,372.0	1,407.0	1,226.0	1,349.0	1,271.0	1,177	1,365	-	-	-
Pass/Rhour	2.12	1.94	2.01	2.10	2.01	2.10	2.11	1.74	2.02	-	-	-
YTD Rev. Hours	663.6	1,359.2	2,040.2	2,708.9	3,318.0	3,961.0	4,562.4	5,237.8	5,798.9	-	-	-
YTD Passengers	1,405.0	2,757.0	4,129.0	5,536.0	6,762.0	8,111.0	9,382.0	10,559	11,924	-	-	-
YTD Pass/RHour	2.12	2.03	2.02	2.04	2.04	2.05	2.06	2.02	2.06	-	-	-

Passenger Trips\*

\* A trip is defined as a one-way passenger trip. Each trip is a one-way trip.

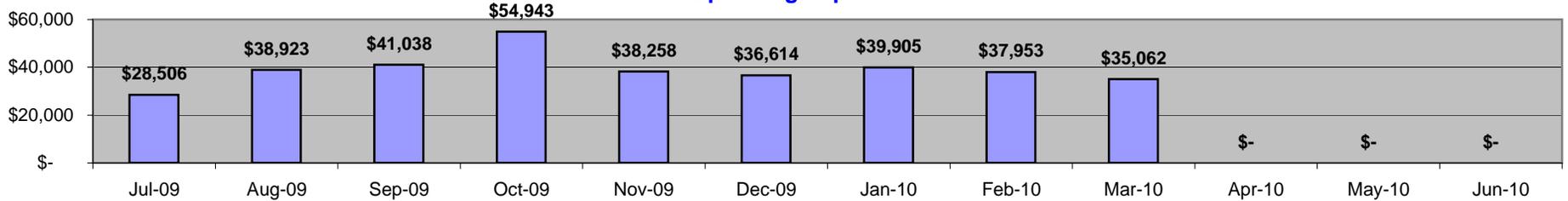


Month	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
Oper Expenses	\$ 29,825	\$ 31,802	\$ 49,778	\$ 57,195	\$ 42,702	\$ 40,375	\$ 43,422	\$ 41,598	\$ 29,893	\$ -	\$ -	\$ -
Total Expenses <sup>1</sup>	\$ 30,318	\$ 32,331	\$ 49,966	\$ 57,341	\$ 43,084	\$ 44,077	\$ 43,478	\$ 41,659	\$ 29,943	\$ -	\$ -	\$ -
YTD TExpenses	\$ 30,318	\$ 62,648	\$ 112,614	\$ 169,955	\$ 213,039	\$ 257,116	\$ 300,594	\$ 342,253	\$ 372,196	\$ -	\$ -	\$ -
Farebox	\$ 5,594	\$ 3,876	\$ 4,236	\$ 5,727	\$ 4,513	\$ 2,076	\$ 5,789	\$ 3,707	\$ 4,440	\$ -	\$ -	\$ -
YTD Farebox	\$ 5,594	\$ 9,470	\$ 13,706	\$ 19,433	\$ 23,946	\$ 26,022	\$ 31,811	\$ 35,518	\$ 39,958	\$ -	\$ -	\$ -
Volunteer Hours <sup>2</sup>	90.5	107.8	63.5	75.5	40.0	49.9	75.0	30.5	92.8	-	-	-

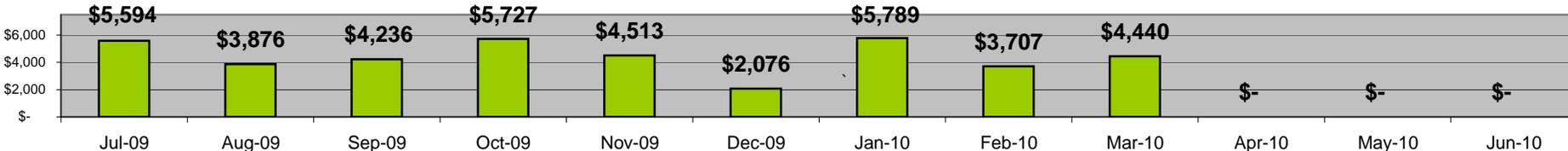
<sup>1</sup> Total Expenses include outside services such as the RTA Park and Ride costs and other non-operating capital.

<sup>2</sup> YTD 617.4 Hours » \$10,076.00

Operating Expenses



Farebox



**TC Regular Session**

**Date:** 05/05/2010

**Requested by:** Brian Garrity, Procurement Administrator

**Submitted By:** Brian Garrity, Finance

**Department:** Finance

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**Information**

**SUBJECT:**

Procurement Division Quarterly Report - January 1, 2010 - March 31, 2010

**SUMMARY:**

Attached is the Quarterly Procurement Activities Report for the period of January 1, 2010 through March 31, 2010.

**DISCUSSION:**

NA

**FISCAL IMPACT:**

NA

**CONCLUSION/RECOMMENDATION:**

For information only.

**SUGGESTED MOTION:**

NA

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**Attachments**

Link: [Q1](#)

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# *ORO VALLEY QUARTERLY PROCUREMENT REPORT - April 2010*

## *Awarded Contracts*

<i>Solicitation Number</i>	<i>Title</i>	<i>Department</i>	<i>Awarded Contractor</i>	<i>Award Date</i>	<i>Amount</i>	<i>Notes</i>
10 012	DESIGN SERVICES FOR LAMBERT LANE WIDENING	PUBLIC WORKS	KITTELSON & ASSOCIATES, INC.	2/8/2010	\$462,341.00	CONSULTANT RATES AT OR BELOW AVERAGE IN ALL CATEGORIES
10 018	ANIMAL LICENSING FEASIBILITY STUDY	TOWN MANAGER	ED BOKS	1/22/2010	\$10,000.00	
10 019	HARDY ROAD & NORTHERN AVENUE INTERSECTION IMPROVEMENTS	PUBLIC WORKS	EAGLE ROCK EXCAVATING, LLC	1/19/2010	\$675,470.21	OV 30 03/04 11
10 021	WELL D-8 EQUIPPING	WATER	FARWEST PUMP COMPANY	1/12/2010	\$24,854.00	
10 023	EMERGENCY PREPAREDNESS PROGRAM	WATER	KUV CONSULTANTS, LLC	1/12/2010	\$16,520.00	
10 025	20X20 RAMADA FOR BIG WASH TRAIL	PUBLIC WORKS	S AND B INSTALLATIONS, LLC	1/22/2010	\$10,022.44	INSTALL ONLY. UNIT PURCHASED SEPARATELY
10 026	MATERIALS TESTING FOR HARDY/NORTHERN INTERSECTION	PUBLIC WORKS	TERRACON	1/29/2010	\$9,000.00	OV 30 03/04 11

# *ORO VALLEY QUARTERLY PROCUREMENT REPORT - April 2010*

## *Awarded Contracts*

<i>Solicitation Number</i>	<i>Title</i>	<i>Department</i>	<i>Awarded Contractor</i>	<i>Award Date</i>	<i>Amount</i>	<i>Notes</i>
09 058	CAP WATER DISTRIBUTION AND DELIVERY STUDY	WATER	CH2MHILL	2/19/2010	\$150,000.00	REDUCED BILLING RATES IN 2 CATEGORIES BY 20%

# *ORO VALLEY QUARTERLY PROCUREMENT REPORT April 2010*

## *Current Solicitations / Agreements*

<i>Solicitation Number</i>	<i>Title</i>	<i>Department</i>	<i>Opening Date</i>	<i>Notes</i>
10011	LA CANADA 24-INCH WATER MAIN	WATER	11/6/2009	
10024	WATER SAMPLES FOR WELL E-1 B	WATER		
10027	PRV MODIFICATION BIGHORNE BUTTE DR.	WATER		OV20-04-09
10028	EXECUTIVE SEARCH SERVICES	HUMAN RESOURCES	3/24/2010	
10029	POLICE DEPARTMENT MANAGEMENT AND ORGANIZATIONAL STUDY	POLICE	4/2/2010	
10030	PARKS AND RECREATION DEPARTMENT MANAGEMENT STUDY	PARKS AND RECREATION	4/9/2010	

<i>Solicitation Number</i>	<i>Title</i>	<i>Department</i>	<i>Opening Date</i>	<i>Notes</i>
10031	2010 ORO VALLEY SURFACE TREATMENTS PHASE II	PUBLIC WORKS	4/6/2010	
10032	MAGEE ROAD: ORACLE ROAD TO FIRST AVENUE	PUBLIC WORKS	4/4/2010	
10033	ORO VALLEY COUNTRY CLUB DRAINAGE IMPROVEMENTS, SITE 6	PUBLIC WORKS	4/15/2010	OV 30 09/10 07
10034	POMEGRANATE DRIVE MAIN REPLACEMENT	WATER		

**TC Regular Session**

**Date:** 05/05/2010

**Requested by:** Aimee Ramsey, Transit Services Administrator

**Submitted By:** Aimee Ramsey, Transit Services

**Department:** Transit Services

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**Information**

**SUBJECT:**

Resolution No. (R)10-23, adopting the Town of Oro Valley Department of Public Works Transit Services Division Title VI Policy.

**SUMMARY:**

Pursuant to the Town of Oro Valley receiving both Federal Transit Administration (FTA) and Arizona Department of Transportation (ADOT) funding for transit services, both FTA and ADOT mandate that all entities receiving such funds, adopt a Title VI Policy ensuring the delivery of equitable and accessible transportation services. Coyote Run recognizes its responsibilities to the community in which it operates and to the society it serves.

Therefore, it is necessary to adopt the Town of Oro Valley Department of Public Works Transit Services Division Title VI Policy to continue to provide access to various grant opportunities. This policy is a required document to all FTA and ADOT grant applications.

**DISCUSSION:**

The Town of Oro Valley has a transit service for elderly and disabled residents, Coyote Run. The transit service provides trips to Oro Valley residents who are 62 years of age and older, transportation dependent and/or who are disabled.

The Town of Oro Valley has facilitated this service since October 1996. The Town of Oro Valley receives FTA funds to meet vehicle replacement demands as well as 5310 ADOT funding. In addition, the Transit Services Division applies for and receives monies from the Local Transportation Assistance Fund II (LTAF II) for operations of Coyote Run. Therefore, the Town of Oro Valley as a sub-recipient of FTA funds and a recipient of ADOT funds is required to have a Title VI Policy for its transit division.

**FISCAL IMPACT:**

The Transit Service Division already follows and applies all Title VI regulations. This policy formalizes Coyote Run's current unwritten policy and therefore no cost is associated with its implementation.

**CONCLUSION/RECOMMENDATION:**

It is the recommendation of the Transit Services Administrator to adopt Resolution No. (R)10- 23, the Town of Oro Valley Department of Public Works Transit Services Division Title VI Policy.

**SUGGESTED MOTION:**

I move to adopt Resolution No. (R)10- 23.

OR

I move to deny Resolution No. (R)10- 23.

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**Attachments**

Link: [Title VI Resolution](#)

Link: [Title VI Policy Transit Services](#)

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**RESOLUTION NO. (R) 10- 23**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ADOPTING THE TOWN OF ORO VALLEY DEPARTMENT OF PUBLIC WORKS TRANSIT SERVICES DIVISION TITLE VI POLICY REGARDING DISCRIMINATION**

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

**WHEREAS**, Title VI of the Civil Rights Act of 1964 states that no person in the United States shall be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

**WHEREAS**, both the Federal Transportation Authority and Arizona Department of Transportation require that any entity requesting funds for transit services adopt a Title VI Policy; and

**WHEREAS**, although the Title VI Policy is in place in the Transit Services Division, the Policy has not been formally adopted by the Town; and

**WHEREAS**, it is in the best interest of the Town to adopt the Town of Oro Valley Department of Public Works Transit Services Division Title VI Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.

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

1. The Town of Oro Valley Department of Public Works Transit Services Division Title VI Policy, attached hereto as Exhibit "A", is hereby adopted.
2. The Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Policy.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 5th day of May, 2010.

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Paul H. Loomis, Mayor

**ATTEST:**

\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tobin Rosen, Town Attorney

\_\_\_\_\_  
Date

# Exhibit “A”

**TOWN OF ORO VALLEY TRANSIT SERVICES DIVISION  
COYOTE RUN  
TITLE VI POLICY**



**Title VI of the Civil Rights Act of 1964 states the following:**

"No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Coyote Run as part of the Town of Oro Valley Public Works Transit Services Division, is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities - the delivery of equitable and accessible transportation services. Coyote Run recognizes its responsibilities to the community in which it operates and to the society it serves. It is Coyote Run's policy to utilize its best efforts to assure that no person shall, on the grounds of race, color, or national origin, religion, sex, disability, age, sexual and/or affectional preference and marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of transit service delivery and related benefits.

Toward this end, Coyote Run's is committed to complying with the requirements of Title VI in all federally funded programs.

**Submitting a Title VI Complaint**

Any individual who feels they have experienced unlawful discrimination under Title VI can submit a complaint at no charge. All complaints must be submitted in person or by mail within 90 calendar days of the alleged incident. For your convenience, visit Coyote Run's main office or download the [Discrimination Complaint Form](#) online.

To submit the completed Complaint Form:

**By mail:**

Town of Oro Valley  
Transit Service Division  
11000 N La Cañada Dr  
Oro Valley, AZ 85737

**In person:**

Town of Oro Valley  
Transit Services Division  
12941 Pusch Mountain View Ln  
Oro Valley, AZ 85755

For questions only:

**By mail:**

Town of Oro Valley  
Transit Service Division  
11000 N La Cañada Dr  
Oro Valley, AZ 85737

**In person:**

Town of Oro Valley  
Transit Services Division  
12941 Pusch Mountain View Ln  
Oro Valley, AZ 85755

**By phone:**

Aimee Ramsey  
Transit Administrator  
(520) 229-4980



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**By e-mail:**

The completed Discrimination Complaint Form will not be accepted via e-mail as the Form is confidential information.

**Discrimination Complaint Guidelines**

In order for Coyote Run to investigate a complaint filed, the following guidelines must be met:

- The issue must be one of discrimination, and specific criteria must be met to in order for Transit Services to investigate the charge of harassment, discrimination and/or retaliation.
- Assess if your complaint clearly articulates that a discriminatory practice and/or act has occurred against you. It is necessary to show that persons of a different group than yours (race, religion, color, sex, age, national origin, disability, sexual or affectional preference, or marital status) have been treated in a manner different from you and that the difference in treatment has had a negative impact on your employment or in the refusal or restriction of a facility or service.
- The complaint must be filed within 90 calendar days from the date of the alleged discriminatory act.

**Completing the Discrimination Complaint Form**

The following information is provided in an effort to assist you in the completion of the [discrimination complaint form](#).

- Complete all sections of the applicable complaint form and either print or type the complaint information. In completing the form, please provide clear and concise information when describing the alleged discriminatory practice(s) and/or act(s); the dates of the alleged discriminatory practice(s) and/or act(s); and witnesses to such practice(s) and/or act(s). Incomplete forms will be returned without further processing.
- Your signature must be notarized, where indicated. Non-notarized Discrimination Complaint Forms will be returned without further processing.
- Please submit the completed form to the Town of Oro Valley Transit Services Division at the address shown on Page 1. Your complaint will be reviewed and a response will be sent to you. Please note that the review process may take several weeks. You will be notified by mail of the status of your complaint.
- Should you have any additional questions regarding the complaint form, you may contact the Transit Services Administrator at Coyote Run.



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## **LIMITED ENGLISH PROFICIENCY POLICY STATEMENT AND AVAILABLE RESOURCES**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Title VI and its implementing regulations require that FTA recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP).

To that end, Coyote Run provides translation and interpretation services free of charge upon request by calling (520) 229-4990.

**TC Regular Session**

**Date: 05/05/2010**

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

**Department:** Police Department

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**Information**

**SUBJECT:**

Resolution No. (R) 10-24, approving an Intergovernmental Master Agreement between Pima County and the Town of Oro Valley for joint use of facility space

**SUMMARY:**

In December 2003, The Pima County Sheriff's Department joined with 31 other public safety entities within Pima County in a collaborative effort to present a plan for a regional public safety communications system. The project is called the Pima County Wireless Integrated Network (PCWIN). In 2004, voters approved a \$92 million bond initiative for the development, procurement, implementation and management of the regional public safety radio system to improve coordination of public safety services.

The mission of the PCWIN project is to design, procure, deploy and operate a countywide public safety voice communications network; improve public safety radio interoperability; and to design, construct and operate a countywide communication center and emergency operations center.

**DISCUSSION:**

Interoperability has been heightened as a nationwide concern since the national terrorist attacks of 9/11. Public safety agencies across the state are often hampered in communications with one another because they are not on the same bandwidth or frequency in their operational communications. The State of Arizona and as well as counties across the state have tried to address this dilemma for nearly a decade. Jurisdictions within Pima County recognized the need to put a system in place, at least countywide, that allowed for police, sheriff, emergency and fire entities, municipal and county jurisdictions to be able to communicate with one another. PCWIN is intended to provide this ability through the platform system that County voters paid for.

The success of this project depends largely in part upon the cooperating jurisdictions throughout Pima County. In order to have minimally acceptable coverage, it is important to strategically place the required equipment throughout the region in accordance with the technical developers. The site at the Oro Valley Police Department was chosen for the ability to provide adequate coverage to the terrain in the northwest portion of Pima County and the proximal distance to appropriate technological infrastructure (OVPD Communications Center). This will facilitate more coverage in technology for not just governmental agencies, but allows us to place other communication dishes on the tower which will enhance coverage for cell phones providing wider coverage across current dead spots. Cell phone providers do pay for the right to place their equipment on towers within our Town

**FISCAL IMPACT:**

The electricity we are using for our current radio system is equivalent to what will be required for this tower and when the cross over occurs to the PCWIN, there would be no expected increase in cost.

**CONCLUSION/RECOMMENDATION:**

Acceptance is recommended.

**SUGGESTED MOTION:**

I recommend that Resolution No. (R) 10- 24, be adopted.

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## Attachments

Link: [Resolution](#)

Link: [IGA](#)

Link: [Site-Specific Supplemental Agreement](#)

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**RESOLUTION NO. (R) 10- 24**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL MASTER AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR JOINT USE OF FACILITY SPACE**

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

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

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

**WHEREAS**, the Town desires to enter into an Intergovernmental Agreement (IGA) with Pima County to design, procure, deploy and operate a countywide public safety voice communications network; and

**WHEREAS**, the communications network facility site will be located at the Town's Police Department for its ability to provide adequate coverage in the northwest portion of Pima County and the proximal distance to the Town's Police Communications Center; and

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

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

1. The Intergovernmental Agreement between the Town of Oro Valley and Pima County, attached hereto as Exhibit "A", for the joint use of facility space is hereby authorized and approved.
2. The Mayor and any other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 5th day of May, 2010.

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Paul H. Loomis, Mayor

**ATTEST:**

\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tobin Rosen, Town Attorney

Date: \_\_\_\_\_

**EXHIBIT "A"**

**INTERGOVERNMENTAL AGREEMENT  
MASTER AGREEMENT FOR JOINT USE OF FACILITY SPACE  
BETWEEN PIMA COUNTY AND TOWN OF ORO VALLEY**

1. **Parties.** This Intergovernmental Agreement Master Agreement for Joint Use of Facility Space (“**Master Agreement**”) is entered into by and between Pima County, a political subdivision of the State of Arizona (“**County**”) and the Town of Oro Valley, a municipal corporation (“**Town**”) (County and Town are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”) pursuant to A.R.S. § 11-952 *et seq.*

2. **Definitions.** The following words shall have these meanings when used in this Master Agreement: “**including**” means “including, but not limited to” the specifically enumerated things, states, or actions; “**or**” means “one or the other or all” of the specifically enumerated things, states, or actions; and “**shall**” or “**will**” means the listed duties or actions are mandatory. In addition, the following terms shall have the respective meanings indicated, such meanings to be applicable to both singular and plural forms of the terms defined:

2.1. “**Alteration**” means rearrangement, modification, improvement, addition, or other alteration or construction changes to the interior or exterior portions of the Space or the Premises, or any part thereof, including improvements to the power systems, air conditioning systems (i.e. HVAC), or other items related to the Space or Premises.

2.2. “**Equipment**” means Requestor’s communications network equipment, including radios, antennas, coax, and other associated support equipment and personal property, as further described in the Site-Specific Supplemental Agreement.

2.3. “**License**” means a license to use a Space described in a Site-Specific Supplemental Agreement for the Permitted Purpose.

2.4. “**License Agreements**” means the Master Agreement and the applicable Site-Specific Supplemental Agreement for a Space.

2.5. “**Permitted Purpose**” means the purpose of placing and operating the Equipment in a Space described in the applicable Site-Specific Supplemental Agreement.

2.6. “**Premises**” means buildings or communication towers in the State of Arizona that are owned, controlled, or leased by a Party which a Party has requested access to or which is subject to a Site-Specific Supplemental Agreement executed by both Parties.

2.7. “**Requestor**” means the Party requesting access to the Premises of the other Party.

2.8. “**Space**” means each individual allowable space (area) located in the Premises for the placement of the Equipment. Space shall include tower space for antennas and coax entry ports.

2.9. “*Space Provider*” means the Party receiving the request for access to its Premises from the Requestor.

2.10. “*Site-Specific Supplemental Agreement*” means the agreement in the form of **Exhibit A** to be entered into for each license of a Space.

3. **Recitals.** This Master Agreement is made with reference to the following facts:

3.1. County is implementing a regional public safety communications network known as the Pima County Wireless Integrated Network (“*PCWIN*”). PCWIN will support the wireless voice communications needs of multiple public safety agencies. It incorporates an 800 MHz trunked voice radio system.

3.2. Each Party owns, controls, or has leasehold interests in buildings or communication towers in the State of Arizona, which may be suitable for the placement and operation of telecommunication equipment.

3.3. Each Party desires access to the Premises of the other Party in one or more locations to house their respective communications network equipment. Each Party may be willing to grant the other Party Licenses to use the Space for the purposes permitted under this Master Agreement, and the other Party is willing to receive such Licenses upon terms and conditions in this Master Agreement.

3.4. County is authorized to enter into this Master Agreement pursuant to A.R.S. § 11-201, *et seq.*

3.5. Town is authorized to enter into this Master Agreement pursuant to A.R.S. § 11-952.

3.6. In consideration of the foregoing recitals, the promises, covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms of this Master Agreement.

4. **General Provisions.**

4.1. **Master Agreement.** Either Party may be a Space Provider or Requestor under this Master Agreement. This Master Agreement sets forth the terms and conditions under which a Space Provider may license a Space to a Requestor. This Master Agreement shall not obligate the Space Provider to license any Space except upon execution of a Site-Specific Supplemental Agreement by both Parties. Upon execution of a Site-Specific Supplemental Agreement by both Parties, the Space Provider shall be deemed to have granted a License. Each Site-Specific Supplemental Agreement sets forth the terms and conditions that will apply to the License, and will be deemed to incorporate the terms and conditions of this Master Agreement. In the event of any conflict or inconsistency between this Master Agreement and the terms and conditions set forth in a Site-Specific Supplemental Agreement, the terms and conditions of the Site-Specific Supplemental Agreement shall govern, but only for the Space identified in such Site-Specific

Supplemental Agreement.

4.2. Placement of Equipment. Space Provider agrees to allow Requestor to place the Equipment in the Space subject to the terms and conditions of an executed Site-Specific Supplemental Agreement. If any Space is within any Premises that are leased, then the applicable License shall also be subject and subordinate to the provisions of the applicable lease, and the Space Provider shall obtain any necessary consent from the landlord. The Equipment shall not exceed the Space requirements and shall meet any other requirements identified in the Site-Specific Supplemental Agreement.

4.3. Condition of Premises. Requestor acknowledges that, except as expressly provided in this Master Agreement or a Site-Specific Supplemental Agreement, Space Provider has no obligation to make any Alteration. In no event shall Requestor or any person acting on behalf of Requestor make any Alteration without the written consent of Space Provider.

4.4. Space License Only. The Parties understand and acknowledge that this Master Agreement and any Site-Specific Supplemental Agreement are not intended to grant a leasehold estate. Any License granted under a Site-Specific Supplemental Agreement shall be and remain a license to use the applicable Space for the Permitted Purpose limited by the terms and conditions of this Master Agreement and the applicable Site-Specific Supplemental Agreement. Requestor acknowledges that it has no rights as a tenant under any applicable laws, regulations, or ordinances. This provision is not intended to limit the obligation of the Parties to comply with the terms and conditions of the License Agreements for a Space.

4.5. Identification. Requestor shall place a plaque, label or other identification affixed to the Equipment and cabling necessary to identify it as Requestor's, including a list of emergency contacts with telephone numbers. Requestor shall not erect any signs or devices in the interior or exterior portions of the Space or Premises without the prior written consent of Space Provider.

4.6. No Third Party. Requestor shall not provide or make available to any third party any space within the Space without Space Provider's prior written consent.

4.7. Ownership of Equipment. Requestor shall at all times hold and retain legal title to the Equipment.

4.8. Personalty. Equipment placed by Requestor in the Space shall not become a part of the Space, even if nailed, screwed or otherwise fastened to the Space, but shall retain its status as personal property and may be removed by Requestor at any time, subject to the terms of Section 8 below, **Removal and Relocation of Equipment.** Requestor shall promptly repair at its expense any damage caused to the Space or Premises by Requestor's employees, agents or representatives during the removal of such property.

4.9. Treatment of Requestor Equipment. Except as provided under Section 8.1 below, Space Provider shall not remove any labels from, touch, move, disturb, block access to, rearrange, alter, modify, add to or grant a lien or security interest in the Equipment without

Requestor's written consent.

4.10. Liens and Encumbrances; Subordination. Requestor shall not, and has no power, authority or right, to create, and shall not permit, any lien or encumbrance, including, without limitation, tax liens and mechanics' liens, on the Space or Premises. In no event shall the License Agreements require a Space Provider to subordinate its interest in the Space or Premises to any person.

4.11. Space Provider's Access to Space. Space Provider reserves the right to access the Space for any reason at any time, including for purposes of inspection and monitoring Requestor's use of the Space.

4.12. Eminent Domain. If any public authority, other than Space Provider, under the power of eminent domain shall take the whole of a Premises within which a Space licensed to Requestor is located, then the Site-Specific Supplemental Agreement with respect to such Space shall terminate as of the day possession shall be taken by such public authority. If any part of a Space shall be taken under eminent domain, other than by Space Provider, either Party shall each have the right to terminate the Site-Specific Supplemental Agreement with respect to such Space and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking or having received notice of such taking, whichever is later. Space Provider shall attempt to give Requestor reasonable advance notice of the removal schedule. Requestor shall have no claim against Space Provider for full or partial interruption or interference due to any termination, any relocation expenses, or any part of any award that may be made for such taking.

## 5. **Effective Date; Term.**

5.1. This Master Agreement shall become effective on the date it is executed by all of the Parties and the last signature is affixed to it ("**Effective Date**"). This Master Agreement shall be in effect from the Effective Date until it is terminated as provided in Section 6 below.

5.2. The term of the Site-Specific Supplemental Agreement shall begin on the date of the last signature affixed to it, and shall continue until terminated in accordance with this Master Agreement. Notwithstanding anything to the contrary in this Master Agreement, if any Space is within any Premises that are leased, then the term of the applicable Site-Specific Supplemental Agreement shall be subject to the applicable lease.

## 6. **Termination.**

6.1. Termination for Cause. Either Party may terminate this Master Agreement, or any Site-Specific Supplemental Agreement, at any time if the other Party, including, its employees, agents or contractors are in material breach of any provision of this Master Agreement or the Site-Specific Supplemental Agreement, and such breach continues uncured for a period of thirty (30) days following receipt of the non-breaching Party's written notice, unless the breach is of such a character as to require more than thirty (30) days to cure, in which event the breaching Party shall be in default only if it fails to (i) initiate the cure within thirty (30)

days; and (ii) thereafter diligently pursue the same to completion. All rights or remedies of the Parties shall be cumulative, and not exclusive.

6.2. Space Provider as Property Owner.

6.2.1. *Right to Transfer Ownership.* The Space Provider as owner shall have the right to freely assign, encumber, sell, lease or otherwise enter into transactions involving the Premises, subject to Section 6.2.2 below.

6.2.2. *Continued Use of Space.* If any Premises are sold, assigned or otherwise transferred (collectively a “**Transfer**”) to a third party (the “**Transferee**”), and the Space continues to be located at the Premises after the Transfer, then in such event, the Transfer shall be subject to the right of Requestor to continue to use the Space, provided that Requestor agrees to pay market rent for the Space, if requested by Transferee. For purposes of this Section, if Requestor and Transferee are unable to agree on the market rent, then they shall appoint a qualified appraiser mutually agreed upon to value the rent for the Space. In the event that the Requestor and Transferee are unable to agree as to an appraiser, then they shall each appoint their own appraiser, and the appraisers so appointed shall name a third appraiser. Each such appraiser shall then independently value the rent, and the value shall be the average of the values of the three appraisers. The appraised value reached by said appraiser, or the average of the three appraisals, shall be conclusive. The total cost of the appraisal shall be paid fifty percent (50%) by the Requestor and fifty percent (50%) by the Transferee.

6.2.3. *Notice by Space Provider.* In the event of a Transfer and the Transferee intends to remove the Space and terminate the use of the Premises for Space, then the Space Provider and/or Transferee shall notify Requestor, in writing, at least one hundred eighty (180) days before the intended termination date, or as soon as reasonably practical.

6.3. Premises Lease Termination. If any Space is within any Premises that are leased, and said lease is terminated for any reason, then the applicable Site-Specific Supplemental Agreement shall terminate, and Space Provider shall have no further obligations under said Site-Specific Supplemental Agreement. In the event a lease of Premises is terminated by Space Provider, it shall notify Requestor, in writing, of Space Provider’s intention to terminate at least one hundred eighty (180) days before its intended termination date, or as soon as reasonably practical. If the termination of a lease of Premises is by the lessor, Space Provider shall notify Requestor within ten (10) days after Space Provider knows of the Lessor’s intention to terminate. Upon receiving a notice of termination from Space Provider, Requestor shall have the right to contact the lessor directly and enter into an arrangement with the lessor for the use of the Premises.

6.4. Termination Under Other Provisions of this Master Agreement.

6.4.1. Either Party may terminate the applicable Site-Specific Supplemental Agreement as provided under Section 24.1 below.

6.4.2. Space Provider may terminate the applicable Site-Specific Supplemental

Agreement as provided under Section 8.1.3 below.

6.4.3. Requestor may terminate a Site-Specific Supplemental Agreement at any time in accordance with section 8.2 of this Master Agreement.

6.5. Termination for Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of County is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

6.6. Automatic License Termination. Upon termination of a Site-Specific Supplemental Agreement as provided in this Section 6:

6.6.1. All Licenses granted under such Site-Specific Supplemental Agreement will automatically terminate;

6.6.2. Space Provider will immediately cease performing the tasks described in Section 7 below, **Technical Undertakings and Utilities**, for the applicable Space; and

6.6.3. Requestor at its expense shall remove from the applicable Premises the Equipment and other property that has been installed by Requestor or Requestor's agent within sixty (60) days of Space Provider's request, or when required to by the terms of an underlying lease, and shall leave the Space in the same condition as when first occupied by Requestor except for normal wear and tear, unless otherwise agreed to in writing by the Parties.

6.7. Non-Appropriation. Notwithstanding any other provision in this Master Agreement, the License Agreements may be terminated if for any reason the Pima County Board of Supervisors, or the Town of Oro Valley Mayor and Council do not appropriate sufficient monies for the purpose of maintaining the License Agreements. In the event of such cancellation:

6.7.1. Neither Party will have further obligations to the other Party, other than for payment for services rendered prior to cancellation; and

6.7.2. If Space Provider is the terminating Party, then, notwithstanding any provision of the License Agreements to the contrary, Requestor shall have the right to continue to use the Space in each of the Site-Specific Supplemental Agreements, provided that Requestor assumes all of the costs and obligations of the Space Provider related to use of the Space by Requestor.

## 7. **Technical Undertakings and Utilities.**

7.1. Maintenance of Premises by Space Provider.

7.1.1. Space Provider shall operate and maintain the Premises, including all Alterations, in accordance with Space Provider's standard practices, subject to the following notification requirements:

7.1.1.1. *Scheduled Maintenance.* Space Provider shall provide Requestor with at least forty eight (48) hours advance notice (which may be given by phone as provided in Section 7.9.3 below hereof, or as provided in Section 22 below) for scheduled maintenance that may or will result in a noticeable loss of power, service, or communication network connectivity to the Equipment; and

7.1.1.2. *Unscheduled Maintenance.* If Space Provider must engage in unscheduled maintenance work that may affect the operation of the Equipment or cause an outage to the Equipment, Space Provider shall notify Requestor (which notice may be given by phone as provided in Section 7.9.3 below hereof, or as provided in Section 22 below) immediately upon determining that such maintenance or outage has occurred.

7.1.2. Space Provider shall operate and maintain the Premises, including all Alterations, at no additional charge to the Requestor unless the Requestor specifically agrees in a Site-Specific Supplemental Agreement to pay for such operations or maintenance or any part thereof. In case of an interruption or failure of any of the services furnished under this Section 7.1 or under a Site-Specific Supplemental Agreement, including communication network connectivity, power, and HVAC, Space Provider shall use commercially reasonable efforts to restore service as soon as possible.

## 7.2. Requestor's Tasks – General.

7.2.1. Subject to Sections 7.3 below and 8 below, Requestor shall contact Space Provider at the applicable phone numbers set forth in Section 7.9.3 below to coordinate any Alterations, or the installation, replacement, removal, or relocation of the Equipment. All installations must meet Space Provider's installation requirements, including any applicable standards and practices.

7.2.2. Requestor shall pay for a communications tower loading analysis if it is deemed necessary by the Space Provider. Such analysis shall be performed by a licensed civil engineer mutually agreed upon by the Parties. The Parties shall review the results of such analysis, and each Party may propose a course of action based on such results.

7.2.3. Requestor shall be responsible for repairs and maintenance of the Equipment using its personnel, or a third party service provider acceptable to Space Provider, provided, however, that Space Provider reserves the right to be present at the Premises when maintenance is performed by a third party service provider. Requestor shall be present with any third party service provider of Requestor while the service provider is on the Premises, unless otherwise approved by Space Provider.

7.2.4. Requestor shall provide to Space Provider current copies of any Federal Communication Commission ("*FCC*") licenses that are applicable to the operation of the

Equipment.

7.2.5. Requestor shall maintain the Space in an orderly manner, including removing trash from the Space. Requestor shall maintain the Space in a safe condition, and shall be responsible for keeping all combustible materials out of the Space and off the Premises.

7.2.6. Requestor's work will not interfere with Space Provider's Equipment, operations, or maintenance unless agreed to by Space Provider before any work begins.

### 7.3. Alteration.

7.3.1. Either Party may request an Alteration that it may consider necessary for the installation, maintenance, and operation of the Equipment, or the operation or maintenance of the Space or Premises in connection with the Equipment. The Party requesting such Alteration shall provide the other a proposal for such Alteration, which shall include the reasons for requiring such Alteration. In any event, the Requestor shall pay the cost of any mutually agreed Alterations.

7.3.2. Unless otherwise provided by the applicable Site-Specific Supplemental Agreement, any Alteration shall be and become the property of Space Provider and remain on the Premises at the expiration or earlier termination of the applicable Site-Specific Supplemental Agreement or this Master Agreement, and the title to such Alteration shall immediately vest in the Space Provider, except that if the Premises are leased title shall vest in the Space Provider or the lessor according to the terms of the lease.

7.4. Connectivity Network Services. Requestor may ask Space Provider to provide microwave or optic fiber network connectivity circuits to support Requestor's communications system backbone connectivity requirements. Space Provider is not obligated to provide such services or resources, and reserves the right to decline Requestor's request for such services or resources for any reason. If Space Provider agrees to provide such services or resources, Space Provider may, subject to Section 7.6 below, provide such services or resources itself, or engage a third party to provide such services or resources.

7.5. Other Services; Resources. Requestor may ask Space Provider to provide engineering services to install the Equipment, and rigger services to install and maintain the antennas and antenna feedlines, or any other services or resources relating to the Space or any Alteration to which Space Provider has consented. Space Provider is not obligated to provide such services or resources, and reserves the right to decline Requestor's request for such services or resources for any reason. If Space Provider agrees to provide such services or resources, Space Provider may, subject to Section 7.6 below, provide such services or resources itself, or engage a third party to provide such services or resources.

7.6. Costs for Services or Resources. If the Space Provider agrees to provide Connectivity Network Services under Section 7.4 above, Requestor's cost for these services will be delineated in the Site-Specific Supplemental Agreement. Requestor shall bear all costs of services or resources provided to it under Section 7.5 above to the extent that the Requestor has

agreed in writing to pay for such services and resources. Before Space Provider provides or has a third party provide such services or resources, Space Provider shall provide Requestor, in writing, a reasonable estimate of the total actual costs for such services or resources. Space Provider shall obtain Requestor's prior written approval for such costs. Requestor shall not be liable for any amounts that exceed such estimate unless it has consented to the excess in writing. Requestor shall pay Space Provider for all costs which it has agreed to within forty five (45) days of Requestor's receipt of a written request or invoice from Space Provider.

7.7. No Endorsement by Space Provider. Approval by Space Provider of any of Requestor's contractors is not an endorsement of Requestor's contractors, and Requestor will remain solely responsible for the selection of its contractors and all payments for any services performed by its contractors. Space Provider does not have a duty to inspect any services performed by Requestor's contractors in connection with the Equipment, Space, or Premises.

7.8. Permits. If Space Provider is required by applicable law, by agreement with any third party, or otherwise to obtain any permits, authorizations, or licenses, or amend any existing permits, authorizations, or licenses in order to grant any License to Requestor, Requestor shall pay Space Provider, within forty five (45) days upon a receipt of a written request or invoice from Space Provider, all reasonable costs and expenses, including reasonable attorneys' fees and expenses, incurred by Space Provider in connection with obtaining or amending such permits.

7.9. Entry and Exit of Premises by Requestor.

7.9.1. Space Provider grants Requestor the right of ingress and egress over, across and through the Premises; provided, however, that Requestor's use of the Space, and access through the Premises to the Space shall at all times be subject to Requestor's adherence to:

7.9.1.1. generally accepted industry standards for facility security, access, and other rules, policies and procedures established by the Space Provider for the Space or Premises in the Site-Specific Supplemental Agreement; and

7.9.1.2. such reasonable restrictions and requirements of Space Provider as shall be deemed necessary at Space Provider's discretion to address compliance with applicable laws and to minimize the effect of Requestor's operations upon the Premises, and Space Provider's activities thereupon.

7.9.2. Space Provider shall allow Requestor access to the Space twenty four (24) hours per day, seven (7) days per week, to provide testing, repairs, and routine and emergency maintenance. Requestor's authorized personnel shall call the designated representatives of Space Provider at the applicable phone numbers set forth Section 7.9.3 below when entering and leaving the Premises. If any repair or maintenance of the Equipment might affect Space Provider's operations, Requestor shall contact Space Provider at the applicable phone numbers set forth in Section 7.9.3 below to define and identify the scope of such repair or maintenance, and receive permission from Space Provider to proceed with such repair or maintenance. Space Provider may, for good cause, suspend the right of any Requestor

employee, agent, or representative to have access to the Premises or Space. Requestor shall not extend its rights under this Section 7.9 above to any third party unless Requestor has obtained Space Provider's prior authorization for such third party's access, which authorization shall not be unreasonably withheld.

7.9.3. *Contact Phone Numbers.*

7.9.3.1. For Access to County's Premises:

Pima County Wireless Services

7:00 AM to 3:30 PM, excluding holidays and weekends

520.884.4890

Pima County Sheriff's Department Communications Unit 3:30

PM – 7:00 AM, on normal workdays, holidays and weekends

520.351.4900

7.9.3.2. For Access to Town Oro Valley Premises:

Lt. John Teachout

0700-1500, excluding holidays and weekends

520.229.4923

M: 520.954.3923

7.10. Suspension of Requestor's Operations. Notwithstanding anything to the contrary in this Master Agreement, or any Site-Specific Supplemental Agreement, Space Provider may, without liability, suspend Requestor's operations in the Space if Space Provider reasonably believes that the safety of the Premises or the Space is at risk as a result of Requestor's operations.

7.11. Designated Representatives.

7.11.1. For purposes of this Master Agreement the designated representatives of the respective Parties are:

7.11.1.1. *To County:*

Chief Information Officer

Pima County Information Technology

150 W Congress St, 6<sup>th</sup> Flr

Tucson, AZ 85701-1317

Phone: 520.740-8113

Fax: 520.838.7420

7.11.1.2. *To Town:*

Lt. John Teachout

Support Services  
11,000 N. La Canada  
Oro Valley AZ 85737  
Phone: 520.229.4923  
Fax: 520.229.4979

7.11.2. Each Party may change its designated representative from time to time upon notice to the other Party.

## 8. **Removal and Relocation of Equipment.**

### 8.1. Relocation or Removal Required by Space Provider.

8.1.1. *For Any Reason.* Space Provider may require Requestor to relocate the Equipment for any reason within the Premises upon thirty (30) days prior written notice to Requestor, provided that the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. If the Equipment is relocated according to this Section, the cost of relocating the Equipment and improving the Space to which the Equipment will be relocated shall be borne by Space Provider.

8.1.2. *Emergency.* In the event of an emergency, as determined at Space Provider's reasonable discretion, Space Provider's operations shall take precedence over any and all Requestor operations, and Space Provider may rearrange, remove, or relocate the Equipment without any liability to Space Provider. Notwithstanding the foregoing, in the case of emergency, Space Provider shall provide Requestor, to the extent practicable, reasonable notice prior to rearranging, removing, or relocating the Equipment. If the Equipment is relocated according to this Section, the cost of relocating the Equipment and improving the Space to which the Equipment will be relocated shall be borne by Space Provider.

8.1.3. *Interference with Space Provider's Operations.* If at any time the Equipment causes unacceptable interference to existing or prospective Space Provider operations, including any of Space Provider's Equipment or communications network, Space Provider may require Requestor to shut down, modify, remove, or relocate the Equipment at Requestor's sole expense until a solution is found to rectify such interference. If Requestor is unable to cure such interference, Space Provider may terminate the applicable Site-Specific Supplemental Agreement upon at least thirty (30) days written notice.

### 8.2. Relocation or Removal by Requestor.

8.2.1. *Relocation by Requestor.* If Requestor desires to relocate the Equipment, Requestor shall contact Space Provider at the applicable phone numbers set forth in Section 7.9.3 above to coordinate the relocation of the Equipment. Requestor shall not relocate any of the Equipment within the Premises without the prior written authorization of Space Provider, which authorization shall not be unreasonably withheld or delayed. Space Provider shall promptly respond to Requestor's request for written authorization for Equipment relocation. Once Space

Provider authorizes the relocation of the Equipment within the Premises, Requestor will relocate the Equipment, and will be solely responsible for providing appropriate packaging and moving materials.

8.2.2. *Removal by Requestor.* Requestor may remove the Equipment at any time without Space Provider authorization unless such removal may or will affect the operation of Space Provider. If Requestor intends to remove the Equipment, Requestor shall notify Space Provider of Requestor's intention in writing ("**Requestor's Removal Notice**"). Space Provider shall notify Requestor ("**Provider's Removal Notice**") within ten (10) business days from its receipt of Requestor's Removal Notice if Space Provider determines that such removal may or will affect the operation of Space Provider, in which case the Parties shall coordinate with each other to define and identify the scope of any work related to such removal. If Requestor does not receive Space Provider's Removal Notice within ten (10) business days after Space Provider's receipt of Requestor's Removal Notice, Requestor may proceed with the removal of the Equipment without Space Provider's authorization.

8.2.3. *Cost of Relocation or Removal by Requestor.* Requestor shall be responsible for the cost of removing or altering any enclosure or support structures in connection with the relocation or removal of the Equipment in accordance with this section 8.2, including any racking and conduits, and the cost of restoring the Premises to its original condition as when first occupied by Requestor, unless otherwise agreed to in writing by Space Provider.

9. **Indemnification.** Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party, its officers, employees, and agents (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising (hereinafter collectively referred to as "**Claims**") but only to the extent that such Claims arise out of any act, omission, fault, or negligence by the Indemnitor, its agents, employees, or anyone under its direction or control or on its behalf in connection with performance of this Master Agreement.

## 10. **Insurance.**

10.1. Coverages. Subject to section 10. 5 below, the Parties to this Master Agreement shall obtain and maintain at their own expense, during the entire term of this Master Agreement the following type(s) and amounts of insurance:

10.1.1. *Commercial General Liability.* Coverage shall be at least as broad as ISO form CG 00 01 in an amount not less than \$2,000,000.00, endorsed to include County as an additional insured with coverage at least as broad as ISO form CG 20 10.

10.1.2. *Commercial General Automobile Liability.* Coverage shall be at least as broad as ISO form CA 00 01 in an amount not less than \$1,000,000.00 for vehicles actually used in the operations at the Premises (as compared to use for simple commuting).

10.1.3. *Workers' Compensation.* Statutory limits, with Employers' Liability coverage in an amount not less than \$1,000,000.00 per injury, illness, or disease.

10.1.4. *Property.* Property insurance covering the Party's real and personal property.

10.2. Waiver of Subrogation. Each Party waives its claims and subrogation rights against the other for losses typically covered by property insurance coverage.

10.3. Certificates of Insurance. The Parties shall provide each other with current certificates of insurance within thirty (30) days of the execution of this Master Agreement. All certificates of insurance must provide for guaranteed thirty (30) days written notice to all Parties to this Master Agreement of cancellation, non-renewal or material change.

10.4. Self-Insurance Pool. The requirements of this Section 10 above may be alternatively met through self insurance or participation in an insurance risk pool, at no less than the minimal levels set forth in this article. If applicable, Parties to this Master Agreement shall provide all other Parties with certificates of self insurance under A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or documentation of participation in an insurance risk pool pursuant to A.R.S. § 11-952.01, (if a school district, § 15-382) within thirty (30) days of the execution of this Master Agreement. All certificates must provide for guaranteed thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change.

11. **Compliance with Laws.** 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 Master Agreement.

12. **Non-Discrimination.** The Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Master Agreement. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09 issued by the Governor of the State of Arizona, which is incorporated into this Master Agreement by reference, as if set forth in full herein.

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

14. **Severability.** If any term, covenant or condition of this Master Agreement and any Site-Specific Supplemental Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court or regulatory authority having jurisdiction, all other terms, covenants or conditions of this Master Agreement and any Site-Specific Supplemental Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court or regulatory authority holds that the provisions are not severable from all other provisions of this Master Agreement and any Site-Specific Supplemental Agreement.

15. **Workers' Compensation.** Each Party shall comply with the notice of A.R.S. § 23-1022

(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Workers' Compensation benefits or other fringe benefits of said employees.

16. **No Joint Venture.** It is not intended by this Master Agreement to, and nothing contained in this Master Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

17. **No Third Party Beneficiaries.** Nothing in the provisions of this Master Agreement is intended to create duties or obligations to or rights in third parties not parties to this Master Agreement or affects the legal liability of either Party to the Master Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

18. **Assignment.** Neither Party shall transfer or assign all or any part of this Master Agreement or any Site-Specific Supplemental Agreement, or its rights or obligations hereunder, or otherwise dispose of any right, title or interest herein without the prior written consent of the other Party.

19. **Entire Agreement.** This Master Agreement and the Site-Specific Supplemental Agreement shall constitute the entire agreement among the Parties and shall supersede all prior proposals, representations, negotiations, or letters, whether written or oral. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind relating to the subject matter hereof not set forth in this Master Agreement or any Site-Specific Supplemental Agreement. This Master Agreement or any Site-Specific Supplemental Agreement may be modified only in writing, and signed by the duly authorized representatives of both Parties.

20. **Dispute Resolution.** If a dispute arises concerning this Master Agreement or any Site-Specific Supplemental Agreement, a meeting of the disputing Parties shall be held within fifteen (15) business days after any Party gives the other Party written notice of the dispute (the "**Dispute Notice**"). The Dispute Notice shall set forth in reasonable detail the aggrieved Party's position and its proposal for resolution of the dispute. A representative of each of the disputing Parties with authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within thirty (30) calendar days after the first meeting of the disputing Parties, either disputing Party is free to use any other available remedy, including litigation. The Dispute Notice and discussion period of thirty (30) days are conditions precedent to each disputing Party's right to resort to any other method. A disputing Party's failure to comply with this Section shall entitle the other disputing Party to recover its costs and reasonable attorney's fees in any judicial proceedings that circumvent this dispute resolution provision. Notwithstanding the foregoing, Space Provider may immediately take any action it reasonably determines is

21. **Governing Law.** This Master Agreement and any Site-Specific Supplemental Agreement shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Arizona, notwithstanding any Arizona conflict of law provision to the contrary. Any court action arising under this Master Agreement shall be instituted only in the Superior Court of Pima County, Arizona, or the Federal District Court for the District of Arizona, and such Courts shall have exclusive jurisdiction.

22. **Notices.**

22.1. Manner of Notice. Any notice, demand or request provided for in this Master Agreement, or served, given or made in connection with this Master Agreement, shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile or other electronic means including email (with hardcopy follow up in writing), or sent by registered or certified mail or overnight courier, postage prepaid, to the persons specified below, provided that either Party may at any time, by written notice to the other Party, change the designation or the address of the person so specified :

22.1.1. *To County:*

Chief Information Officer  
Pima County Information Technology  
150 W Congress St, 6<sup>th</sup> Flr  
Tucson, AZ 85701-1317  
Phone: 520.740-8113  
Fax: 520.838.7420

22.1.2. *To Town:*

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

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

22.2. Effective Date of Notice. Notice given by personal delivery or overnight courier shall be effective upon receipt. Notice given by registered or certified mail shall be effective three (3) business days following the date deposited in the U.S. mail. Notice given by facsimile or other electronic means shall be effective upon receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours.

22.3. Routine Requests. This Section 22 does not apply to notices and requests of a routine character. Such routine notices and requests shall be given in such manner as the Parties from time to time shall arrange.

23. **Uncontrollable Force.**

23.1. The term “**Uncontrollable Force**” shall mean any cause beyond the control of the Party unable to perform such obligation, including failure of or threat of failure of facilities, flood, earthquake, storm, volcanic eruption, geo-hydrologic subsidence, fire, pestilence, lightning, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor, fuel, transportation or material shortage, sabotage, subversion, action or restraint by court order or public or governmental authority (whether valid or invalid (so long as the Party claiming Uncontrollable Force has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action or restraint)), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which, by exercise of due diligence, it has been unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term, “uncontrollable force” in interpreting or construing this Master Agreement. The Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party, if in fact they are uncontrollable even with foresight. Nothing contained herein shall be construed as to require a Party to settle any strike or labor dispute in which it may be involved.

23.2. If any Party delays or is rendered unable to fulfill any of its obligations hereunder by reason of an Uncontrollable Force, that Party (“**Non-Performing Party**”) shall give prompt written notice with full details of the Uncontrollable Force to the other Party, and may request, in its notice, an extension of time for its performance. A Non-Performing Party that complies with the notice provisions in this Section shall be granted in writing an extension of time for performance of its obligations (except the obligations to make payment, if any) equal to the time performance is delayed by the Uncontrollable Force. The Non-Performing Party shall exercise due diligence to remove such inability with all reasonable expediency. During the period of time in which the Non-Performing Party is granted an extension of time for its performance under this Section, the Non-Performing Party shall not be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments).

24. **Destruction of Space or Premises.**

24.1. Premises Rendered Unsuitable. Notwithstanding anything to the contrary in this Master Agreement, in the event a Space or Premises is wholly or partially damaged or destroyed to such an extent as to be rendered wholly unsuitable for Requestor’s permitted use hereunder, then either Party may elect, within ten (10) business days after such damage or destruction, to terminate the Site-Specific Supplemental Agreement applicable to the damaged or destroyed Space or Premises.

24.1.1. If either Party shall so elect terminate, by giving the other written notice of termination, both Parties shall stand released of and from further liability with respect to the Space and the Premises under the Site-Specific Supplemental Agreement.

24.1.2. If the election to terminate is not exercised by either Party, then Space Provider covenants and agrees to proceed promptly, without expense to Requestor, to repair the damage, except for damage to improvements not the property of Space Provider.

24.2. Premises Not Rendered Unsuitable. If the Space or Premises shall suffer only minor damage and shall not be rendered wholly unsuitable for Requestor's permitted use, Space Provider covenants and agrees to proceed promptly, without expense to Requestor, to repair the damage, except for damage to improvements not the property of Space Provider.

24.3. Repairs to Property. If repairs are made pursuant to sections 24.1.2 or 24.2 above, Space Provider shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by an Uncontrollable Force.

25. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving Party. The waiver by any Party of any right or remedy hereunder shall not be construed as a waiver of any other right or remedy, whether pursuant to the same or a different term, condition or covenant.

26. **No Personal Liability.** No member, official or employee of either Party shall be personally liable in the event of any default or breach by either Party; for any amount which may become due by either Party; or pursuant to any obligation of either Party under the terms of this Master Agreement or a Site-Specific Supplemental Agreement.

27. **Attorney's Fees.** In the event any action, suit or proceeding at law or in equity is instituted with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and court costs incurred.

28. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

County has caused this Master Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Master Agreement to be executed by the Mayor upon resolution of the Council and attested to by the Town Clerk.

**PIMA COUNTY, a political subdivision of the State of Arizona:**

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Lori Godoshian, Clerk of Board

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Christina Biggs, Manager, Real Property Services

\_\_\_\_\_  
Paul Wilson, Project Administrator, PCWIN

**Town of Oro Valley, a municipal corporation:**

By: \_\_\_\_\_  
Paul H. Loomis, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

\_\_\_\_\_  
Tobin Rosen, Town Attorney

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

**PIMA COUNTY:**

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Neil J. Konigsberg, Deputy County Attorney, Civil Division

**TOWN OF ORO VALLEY:**

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Tobin Rosen, Town Attorney

**EXHIBIT A**

**TO MASTER AGREEMENT FOR JOINT USE OF FACILITY SPACE BETWEEN  
PIMA COUNTY AND TOWN OF ORO VALLEY**

**SITE-SPECIFIC SUPPLEMENTAL AGREEMENT  
Town of Oro Valley Police Department**

This Site-Specific Supplemental Agreement is made as of \_\_\_\_\_ (the "Effective Date") and incorporates all definitions, terms and conditions of that certain MASTER AGREEMENT FOR JOINT USE OF FACILITY SPACE, dated \_\_\_\_\_ (the "Master Agreement") by and between Pima County ("County" or "Requestor"), and Town of Oro Valley ("Town" or "Space Provider").

**I. Premises**

This Site-Specific Supplemental Agreement applies exclusively and specifically to the following Premises: Town of Oro Valley Police Department  
Address of Space Provider Premises: 11000 La Canada Dr., Oro Valley, AZ 85737  
Pima County Assessor Parcel # 224-26-5700  
Coordinates (NAD83): 32.40791, -110.99518  
Elevation (GL) (meters): \_\_\_\_\_  
Overall Tower Height with appurtenances (AGL) (meters): 125' Monopole

**II. Emergency Contact Information (24-hour contact information)**

Space Provider	Requestor
<u>Oro Valley Police Department</u> (520) 229-4935	<u>Pima County IT Department</u> (520) 400-7115

**III. Alterations Requested**

Provide a description of any requested Alterations that are necessary for the installation, maintenance, and operation of Requestor's Equipment, or the operation or maintenance of the Space or Premises in connection with the Equipment. Include any rearrangement, modification, improvement, addition, or other Alteration or construction changes to the interior or exterior portions of the Space or the Premises, or any part thereof, including improvements to the power systems and air conditioning systems (i.e. HVAC).

The requestors alterations will require the construction of a complete, new telecommunications physical facility located on the grounds of the Oro Valley Police Department in Oro Valley, AZ. The project will require the conversion of an existing garage into an equipment room, the construction of a 125ft monopole communication

tower, the design, procurement and installation of a -48VDC charger/regulator/distribution system and the installation of a 4-inch conduit between the converted garage and the main electronic equipment room.

**IV. Request for Equipment Installation**

Provide a summary description of the Equipment to be installed by the Requestor. (Attach a complete equipment list)

Summary description of the Equipment to be installed by the Requestor is attached as Exhibit (SOW)

**V. Delineation of Space**

Attach a floor plan and all applicable Requestor specifications or drawings in connection with this Site-Specific Supplemental Agreement.

Space requirements:

Rack/Cabinet space requirement:

Quantity of Racks: \_\_\_\_\_

Rack Size: \_\_\_\_\_

Power requirement (Volts/Amp Draw) (Duty Cycle):

See attached Statement of Work 2.17 – Oro Valley Police Department

**VI. Tower Space Requirement**

See listing of NEW antennas in attached Statement of Work 2.17 – Oro Valley Police Department, table 2-17-6

Copy of FCC License attached?  Yes  No

**VII. Other Services or Resources to be Provided by Space Provider**

(Describe all other services to be provided by the Space Provider. The description should include services such as microwave or optic fiber network connectivity circuits to support Requestor’s Equipment, engineering services, rigger services to install or maintain antennas, or any other services or resources relating to the Space or any Alteration to which the Space Provider has consented)

A. UPS Backup Power Required.  Yes  No

Expected Minimum Runtime: \_\_\_\_\_ (hrs)

B. Generator Backup Power Required.  Yes  No

Expected Minimum Runtime: \_\_\_\_\_ (hrs)

C. DC Battery Power Required.  Yes  No

Expected Minimum Runtime: \_\_\_\_\_ (hrs)

D. Commercial Electric Service [ X ] Yes [ ] No

Number and size of circuits: Space Provider to provide 208/120 VAC, 3 Phase, 4 wire, 300 amp electric service to Requestors equipment.

E. Alarm Monitoring Services Required. [ ] Yes [ ] No

Specify Services: \_\_\_\_\_

F. All Other Services

### VIII. Costs

A. Antenna and Rack Space:

**Total Monthly Rental        \$0**

B. Utilities:

**Total Monthly Service Cost \$0 All utilities will be provided at space provider's expense**

C. Connectivity Network Services:

**Total Monthly Service Cost \$0**

D. Direct cost for other services or resources requested from Space Provider:

**None**

E. Payment Terms (as applicable)

---

### IX. Special Terms and Conditions

The attached Exhibit (SOW) will serve as the description and location of the Space requested by the Requestor. Also Exhibit (SOW) will act as the list of personal property the Requestor's improvements will remain the personal property of the Requestor and all improvements will be maintained by the Requestor and removed from the Space Provider's property as described in the Master Agreement.

Any studies required for the construction of the site will the responsibility of the Requestor.

**X. Construction Period**

Estimated construction start date:  tbd

Estimated construction completion date:  tbd

Rest of Page Intentionally Left Blank

Space Provider's Approval and Acceptance:

Town of Oro Valley, a municipal corporation:

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

Attest:

Approved as to Form:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Assistant Town Attorney

Requestor's Approval:

Approved as to Content:

By \_\_\_\_\_  
Information Technology Department

Approved and accepted by Pima County:

\_\_\_\_\_  
Pima County Chief Information Officer

\_\_\_\_\_  
Procurement Director

Date: \_\_\_\_\_

**TC Regular Session**

**Date:** 05/05/2010

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

**Department:** Police Department

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**Information**

**SUBJECT:**

Resolution No. (R) 10-25, approving a Data Sharing Agreement between the Town of Oro Valley and the Arizona Board of Regents for and on behalf of Arizona State University

**SUMMARY:**

The Center for Violence Prevention and Community Safety at the Arizona State University has requested that the Town of Oro Valley Police Department share information related to violent deaths.

**DISCUSSION:**

The Town of Oro Valley Police Department (OVPD), is collaborating with Arizona State University's Center for Violence Prevention and Community Safety (the Center), in proposing to the Centers for Disease Control the establishment of the Arizona Violent Death Reporting System (AVDRS). To date, 17 states across the country have established such systems that compile statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate local agencies. Objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted. Establishment of the AVDRS will enable increased scientific understanding of violent injury through research, translation of research findings into prevention strategies, and the dissemination of knowledge of violent injury and prevention to professionals and the public. Data collection for the project will be sponsored by the Centers for Disease Control.

This Memorandum of Agreement establishes the basis for the OVPD to share with the Center police report information on incidents leading to violent deaths occurring in Arizona. This data will be used for the purpose of contributing to the AVDRS by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of police report data will be in accordance with the terms and conditions stated in this agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

**FISCAL IMPACT:**

N/A

**CONCLUSION/RECOMMENDATION:**

Acceptance is recommended.

**SUGGESTED MOTION:**

I move that Resolution No. (R) 10- 25, be adopted.

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**Attachments**

Link: [ASU Resolution](#)

Link: [ASU IGA](#)

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**RESOLUTION NO. (R) 10- 25**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A DATA SHARING AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY**

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

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

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

**WHEREAS**, the Town and the Arizona Board of Regents on behalf of Arizona State University is proposing to the Center for Disease Control the establishment of the Arizona Violent Death Reporting System (AVDRS) in order to provide accurate, comprehensive and objective information regarding violent deaths in Arizona; and

**WHEREAS**, currently there are seventeen (17) states which have established such a reporting system in order to understand such violent events so that preventive programs can be enacted; and

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

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

1. The Data Sharing Agreement between the Town of Oro Valley and the Arizona Board of Regents on behalf of Arizona State University, attached hereto as Exhibit "A", is hereby authorized and approved.
2. The Mayor, the Chief of Police and any other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 5th day of May, 2010.

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Paul H. Loomis, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

\_\_\_\_\_  
Tobin Rosen, Town Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Data Sharing Agreement  
Between  
the Oro Valley Police Department  
and the Arizona Board of Regents for and on behalf of  
Arizona State University**

**1. TERM OF THE AGREEMENT:**

The term of this Agreement shall become effective upon signature and shall remain in effect unless terminated, canceled or extended as otherwise provided herein.

**2. TERMINATION OR AMENDMENT:**

Each party shall have the right to terminate this Agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the termination date. This Agreement may be modified at any time by mutual written Amendment in order to accommodate unforeseen circumstances by the authorized representative of the respective parties.

**4. CONFIDENTIALITY:**

- A. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in the scope of work without prior approval of all parties to this Agreement.
- B. Neither confidential medical information nor personally identifying information that may be exchanged through this Agreement shall be made available for any political or commercial purpose, nor shall such information be used as basis for determining eligibility for care or source of payment for care to any individual.

**5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE:**

- A. All parties agree to adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules as defined in 45 CFR Parts 160, and 164 and under the HIS Circular No. 2003-02 for policy and procedures.
- B. Parties warrant that they will cooperate with the State in the course of performance of the Agreement so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Parties will participate in any training that shall be required or shall sign any documents that are reasonably necessary to keep both parties in compliance with HIPAA, including but not limited to business associate agreements, pledge of confidentiality, HIPAA training certification or other HIPAA related compliance documents.

## **6. APPLICABLE LAW:**

Arizona Law. Applicable law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

## **7. CONFLICT OF INTEREST:**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within four (4) years after its execution, cancel any Agreement, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when Arizona State University receives written notice of the cancellation unless the notice specifies a later time.

## **8. ARBITRATION:**

Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration as follows:

- A. Cases under the Jurisdictional Limit. In all cases filed in superior court in which the court finds or the parties agree that the amount in controversy does not exceed the jurisdictional limit, arbitration shall be used, unless all parties file a written stipulation waiving the arbitration requirement, and the court waives the arbitration requirement on a showing of good cause.

## **9. FUNDING:**

This Agreement is not an obligation of or a commitment of funds, or a basis for a transfer of funds, but rather a statement of understanding between the Parties concerning the sharing and use of confidential information related to the purposes of this Agreement. Expenditures by each party are subject to that party's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies of the respective parties.

## **10. INSURANCE**

The Oro Valley Police Department and Arizona State University are self-insured for liability per A.R.S. 41-621.

## **11. BACKGROUND**

The Oro Valley Police Department (OVPD), by collaborating with Arizona State University's Center for Violence Prevention and Community Safety (the Center), is proposing to the Centers for Disease Control the establishment of the Arizona Violent Death Reporting System (AVDRS). To date, 17 states across the country have established such systems that compile statewide, comprehensive data on violent deaths by collecting information from death certificates, medical examiner reports, police departments, and other appropriate local agencies. Objectives of these statewide surveillance systems include providing comprehensive snapshots of violent incidents to further understand such events and informing communities, policy makers, planners, and decision makers on violent deaths so that preventive programs can be enacted. Establishment of the AVDRS will enable increased scientific understanding of violent injury through research, translation of research findings into prevention strategies, and the

dissemination of knowledge of violent injury and prevention to professionals and the public. Data collection for the project will be sponsored by the Centers for Disease Control.

## 12. PURPOSE

This Memorandum of Agreement establishes the basis for the OVPD to share with the Center police report information on incidents leading to violent deaths occurring in Arizona. This data will be used for the purpose of contributing to the AVDRS by providing accurate, comprehensive, and objective information regarding violent deaths.

The sharing of police report data will be in accordance with the terms and conditions stated in this agreement and predicated on the mutual assurance that all unique identifiers in these data will be protected and kept strictly confidential.

## 13. SCOPE OF WORK

- I. OVPD agrees to provide or continue to provide the Center with the following:
  - a. Confidential police report data related to incident narrative, person type (victim/suspect), name address, age, sex, race, ethnicity, when and where (injury/death), additional person descriptors, wounds, associated circumstances, victim suspect relationship, history of victim abuse, suspect was victim caretaker, firearm descriptors, poison details, weapon used by/on person, person purchasing firearm, and any other available person descriptors for individuals residing within or events occurring within Arizona.
    - i. The above noted data will be made available to the Center from January 1, 2008 and forward.
    - ii. The above noted data will be made available to the Center on a monthly basis.
  - b. Confidential supplemental homicide report data related to person type (victim/suspect), name address, age, sex, race, ethnicity, additional person descriptors, associated circumstances, weapon used by/on person, and any other available person descriptors for individuals residing within or events occurring within Arizona.
    - i. The above noted data will be made available to the Center from January 1, 2008 and forward.
    - ii. The above noted data will be made available to the Center on a monthly basis.
  - c. Within this agreement it is understood that at least 99% of police reports (and associated data) are available within 90 days of death and are then ready to be shared with ASU.
  - d. The name or names of the OVPD employees that will provide the information designated under Section I. Immediate notification will occur when there are any changes in this list of employees.
- II. The Center agrees to provide or continue to provide the OVPD with:
  - a. A description of the security measures that are in place to maintain the confidentiality of the data being received. These measures at a minimum should follow the recommendations for the "Security Considerations for Applicants" prepared by the Human Subjects Review Board of the ADHS.
  - b. Analytical support for matters related to data collected as part of the Arizona Violent Death Reporting System. The scope, nature, and frequency of the support will be mutually agreed upon by both parties in writing after funding has been secured.
- III. Confidential Information:

- a. The parties agree to provide information following a mutually agreeable format and that the information shall be marked confidential if disclosed in written or other tangible form, or if disclosed orally or visually, identified as confidential at the time of disclosure and reduced to writing and marked confidential and transmitted to the receiving party within thirty (30) days of the initial disclosure.
- b. The Center will not use, or disclose to any third party, INFORMATION of OVPD in any manner whatsoever except for the PURPOSE, and will require that its employees and agents who have access to such information maintain the same in strict confidence subject to the same for three (3) years after the termination of this Agreement; provided that the Center's obligations hereunder shall not apply to information that was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or
  - i. At the time of disclosure is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by the receiving party; or
  - ii. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or
  - iii. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or
  - iv. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation ("ORDER"), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that INFORMATION necessary to comply with said ORDER.

IV. The parties agree to

- a. Carefully restrict use and access of information to those designated by the Center. Data provided by OVPD are for the use of the AVDRS only and no copies may be made of such records to provide to other individuals or entities for other purposes.
- b. Prohibit identifying information about a person that was supplied under the terms of this agreement from being released to anyone not working on AVDRS data collection, or the development of the AVDRS.
- c. Require all officers, agents and employees to keep all such shared information strictly confidential. To communicate the requirements for this section to all officers, agents and employees, to discipline all persons who may violate the requirements of this section and to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.

**14. NOTICES, CORRESPONDANCE, AND REPORTS**

Notices, correspondence, and reports from the Center to ME shall be sent to:

Office for Research &  
Sponsored Projects Admin.  
Arizona State University  
P.O. Box 873503  
Tempe, Arizona 85287-3503  
Phone: 480-353-1092

Attn: Tammy Whetter  
E-mail: Tammy.Whetter@asu.edu  
cc: Charles M. Katz  
Dept. Center for Violence Prevention  
Fax: 480-965-2455

**15. SIGNATURE APPROVALS:**

FOR THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF  
ARIZONA STATE UNIVERSITY

\_\_\_\_\_

Date: \_\_\_\_\_  
Tammy Whetter  
Office for Research & Sponsored Projects Admin.

FOR THE ORO VALLEY POLICE DEPARTMENT

\_\_\_\_\_

Date: \_\_\_\_\_

**TC Regular Session**

**Date:** 05/05/2010

**Requested by:** Ainsley Legner, Parks and Recreation Director

**Submitted By:** Ainsley Legner, Parks and Recreation

**Department:** Parks and Recreation

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**Information**

**SUBJECT:**

Appointment of Donald L. Chatfield to the Pima County Bond Advisory Committee for a term to expire on June 30, 2016

**SUMMARY:**

The Town advertised for applicants interested in serving on the Pima County Bond Advisory Committee as the jurisdiction member for Oro Valley. Four candidates submitted applications. Town Councilmember Barry Gillaspie and Parks & Recreation Director Ainsley Legner reviewed all applications and our recommendation is for the appointment of Mr. Chatfield.

**DISCUSSION:**

None

**FISCAL IMPACT:**

None

**CONCLUSION/RECOMMENDATION:**

Donald L. Chatfield is recommended for appointment to the Board for a term to expire on June 30, 2016.

**SUGGESTED MOTION:**

The Council may wish to consider the following motion:

I move to appoint Donald L. Chatfield to the Pima County Bond Advisory Committee for a term to expire on June 30, 2016.

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**Attachments**

Link: [Chatfield Application](#)

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NAR 10/10AM10:06 TOV

### ORO VALLEY VOLUNTEER APPOINTMENT APPLICATION

Dear Oro Valley Citizen:

We appreciate your interest in the Town of Oro Valley. This informational form, when completed, will allow us to quickly process your application. A list describing the Town's Boards and Commissions is attached for your reference. Information reflecting the procedures surrounding the appointment process to Boards is also attached. Your application will remain on file for two years from date of receipt.

Your supplying this data will greatly assist us in understanding how we can best use your talents and experience. We thank you kindly for volunteering to serve the Town.

**Please note: No volunteer shall serve on more than one standing Board at any time and must have resided in the Town for 1 year.**

Please return to the Town Clerk's Office, 11,000 North La Cañada Drive, Oro Valley, Arizona 85737.

Name Chatfield Donald L.  
Last First Middle

Address 11299 N. Placita Alameda Dorada Oro Valley AZ 85737  
Street City State Zip

Home Phone 520.777.9713 Business Phone 520.790.0828 Email dchatfield@smaroznstitute.org

Number of Years in Oro Valley 17 (Must be a resident of the Town for 1 year.)

Signature Donald J. Chatfield Date 3/9/10

Please indicate the board or commission you wish to join: Pima County Board Advisory Committee

Please list your volunteer services in Oro Valley and with other organizations including any boards or commissions on which you have served: (board/commission, civic, educational, cultural, social, etc.)

- Environmentally Sensitive Lands PAC -
- General Plan Advisory Committee
- Naranja Town Site Executive Committee

How does your previous volunteer service prepare you for the board or commission appointment for which you have applied? Please describe an issue considered at a meeting of the Board or Commission for which you are applying.

The environmentally sensitive lands work addresses the nature of and need for open space - a component of potential boards. Other service on Pima County and City of Tucson committees address transportation, water, and other infrastructure.

Have you attended the Citizens Planning Institute? Yes, I started it. Are you willing to attend? Yes

Briefly describe your educational/vocational background. Ph.D. in Human Organizational Systems; M.A. in Organizational Development; M.S. in Urban Planning; B.A. in Communication

**TC Regular Session**

**Date: 05/05/2010**

**Submitted By:** Christina Pickering, Town Clerk

**Department:** Town Clerk

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**Information**

**SUBJECT:**

**PUBLIC HEARING** - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR HARVEST MOON CHINESE CUISINE LOCATED AT 12125 N. ORACLE ROAD #D-5

**SUMMARY:**

An application by Mr. Quincy Zhang and principals has been submitted for a Series 12 (Restaurant) Liquor License for Harvest Moon Chinese Cuisine located at 12125 N. Oracle Road Ste. D-5. In accordance with Section 4-201 of the Arizona Revised Statutes, the application was posted for 20 days commencing March 26, 2010 on the premises of the applicant's property. No protests were received during that time period. Chief of Police Daniel Sharp has conducted a background investigation on the applicant and has no objections to the approval of the Series 12 Liquor License. (Series 12 Liquor License Description: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.)

**DISCUSSION:**

N/A

**FISCAL IMPACT:**

N/A

**CONCLUSION/RECOMMENDATION:**

N/A

**SUGGESTED MOTION:**

I move to recommend approval of the issuance of the Series 12 Liquor License to the Arizona State Liquor Board for Mr. Quincy Zhang and principals at Harvest Moon Chinese Cuisine located at 12125 N. Oracle Road Ste. D-5.

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**Attachments**

Link: [Approval and App](#)

Link: [Series 12](#)

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DANIEL G. SHARP  
CHIEF OF POLICE

TO: Kathryn Cuvelier  
FROM:  Daniel G. Sharp  
RE: Background Investigation, Application for Liquor License  
Harvest Moon Chinese Cuisine  
12125 N Oracle Rd, Ste D-5  
DATE: April 13, 2010

On April 13, 2010, the Oro Valley Police Department completed the standard background check on Harvest Moon Chinese Cuisine and Owners Quincy and Manlin Zhang.

The Oro Valley Police Department has no objection for the issuance of a liquor license to the Harvest Moon Chinese Cuisine located at 12125 N Oracle Rd, Ste D-5.

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor  
Phoenix, Arizona 85007

www.azliquor.gov

602-542-5141

10 FEB 18 Licr. Dept # 1 116

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT Complete Section 5
- NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
- PERSON TRANSFER (Bars & Liquor Stores ONLY)  
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
- INDIVIDUAL Complete Section 6
- PARTNERSHIP Complete Section 6
- CORPORATION Complete Section 7
- LIMITED LIABILITY CO. Complete Section 7
- CLUB Complete Section 8
- GOVERNMENT Complete Section 10
- TRUST Complete Section 6
- OTHER Explain

SECTION 3 Type of license and fees

LICENSE #: 12104029

1. Type of License: Restaurant 2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. ZHANG QUINCY P1034262  
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: HARVEST MOON CHINESE CUISINE, LLC B1022607  
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: HARVEST MOON CHINESE CUISINE, B1043775  
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 12125 N. ORACLE RD. Ste D-5 ORO VALLEY PIMA 85739  
(Do not use PO Box Number) City County Zip
5. Business Phone: 520-825-5351 Daytime Contact: C. 520-237-9716
6. Is the business located within the incorporated limits of the above city or town?  YES  NO
7. Mailing Address: 12125 N. ORACLE RD Ste D-5 ORO VALLEY, AZ 85739  
City State Zip
8. Enter the amount paid for a bar, beer and wine, or liquor store license \$ 2000.- (Price of License only)

DEPARTMENT USE ONLY

Fees: 100 Application 2180 Interim Permit 1480 Agent Change 1480 Club 1480 Finger Prints \$ 1480

TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete?  YES  NO

Accepted by: dm Date: 3-19-10 Lic. # 12104029

LIC 0100 05/2009

\*Disabled individuals requiring special accommodation, please call (602) 542-9027.

\* All Signage must obtain a permit

1 Zoning has reviewed & approved 3/29/10 Dew



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Non-transferable  
On-sale retail privileges

Note: Terms in **BOLD CAPITALS** are defined in the [glossary](#).

**PURPOSE:**

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 2:00 a.m.

On any original applications, new managers and/or the person responsible for the day-to-day operations must attend a basic and management training class.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

**AVERAGE APPROVAL TIME:** Sixty-five (65) to one-hundred five (105) days.

**PERIOD OF ISSUANCE:** One (1) year with option to renew.

**FEES:** Non-refundable application fee: \$100.00  
Fingerprint fee per card: Contact Department  
Interim Permit fee: \$100.00

Upon approval:  
Final fees (full year): \$2,000.00  
Final fees (half year): \$1,750.00  
Annual renewal fee (includes **SURCHARGE**): \$585.00

**ARIZONA STATUTES AND REGULATIONS:**

ARS 4-119, 4-201, 4-202, 4-203, 4-205.02, 4-205.06, 4-209(B)(12), 4-209(D)(12), 4-209(J), 4-213, 4-222, 4-261; Rule R19-1-214, R19-1-231.

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800 W. Washington 5th floor; Phoenix, AZ 85007 - 400 W. Congress #521; Tucson, AZ 85701



2007 Liquor License Drawing Entry Form

**TC Regular Session**

**Date: 05/05/2010**

**Requested by:** Philip Saletta, Water  
Utility Director

**Submitted By:** Kathryn Cuvelier, Town  
Clerk

**Department:** Water

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**Information**

**SUBJECT:**

DISCUSSION AND POSSIBLE ACTION REGARDING THE ORO VALLEY WATER UTILITY COMMISSION ANNUAL REPORT DATED APRIL 2010

**SUMMARY:**

Pursuant to the Oro Valley Town Code Article 15-4-5, the Oro Valley Water Utility Commission is to render an annual report to the Town Council. Attached is a copy of the Oro Valley Water Utility Commission Annual Report dated April, 2010 for your review and consideration of acceptance. This report is the Commission's fourteenth annual report. It provides an overview of the Utility's accomplishments during the past year and identifies issues facing the Town in FY 2010-11 and beyond. The Annual Report includes information on the following:

- Water Quality - Ninth year in a row with no violations - Prepared Consumer Confidence Report
- Water Conservation Program - Water Audits conducted for 179 customers in 2009
- Redemption of the 2001 Bonds
- Purchase of Groundwater Extinguishment Credits
- Increase in Groundwater Allowance Account and Long-Term Storage Accounts
- Teamwork with Planning and Zoning on Graywater and Landscape Ordinances
- Acquired low interest rate loan from the Arizona Water Infrastructure Finance Authority
- Worked regionally with the Northwest Water Providers and Tucson Water
- Delivered 2.5 billion gallons of potable water and 642 million gallons of reclaimed water
- Responded to 37,430 customer contacts

A copy of the Annual Report will be available to Council on April 13, 2010. Water Utility Staff will make a brief presentation to Council on the Annual Report.

**DISCUSSION:**

Not applicable

**FISCAL IMPACT:**

Acceptance of the annual report has no fiscal impact. Any recommendations contained within the report that have revenue and expense implications will be brought to the Mayor and Council for action through the budgeting process or on an individual case-by-case basis.

**CONCLUSION/RECOMMENDATION:**

The Water Utility Commission is currently reviewing the report and will finalize and make a recommendation to Council at their April 12, 2010 Meeting. Water Utility Staff respectfully recommends that Mayor and Council accept the Oro Valley Water Utility Commission Annual Report dated April, 2010.

**SUGGESTED MOTION:**

I move to accept the Water Utility Commission Annual Report dated April, 2010.

Or I move to.....

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**TC Regular Session****Date:** 05/05/2010**Requested by:** Stacey Lemos, Interim Assistant Town Manager**Submitted By:** Stacey Lemos, Finance**Department:** Finance**Information****SUBJECT:**

DISCUSSION AND POSSIBLE APPROVAL OF ENERGY EFFICIENCY PROJECT FINANCING MEASURES TO INCLUDE A COMBINATION OF USE OF CONTINGENCY RESERVE FUNDS IN THE GENERAL FUND, HIGHWAY FUND AND WATER UTILITY ENTERPRISE FUND TO PAY FOR ENERGY EFFICIENCY UPGRADES IN TOWN FACILITIES AND THE ISSUANCE OF EXCISE TAX-SECURED DIRECT-PAY SOLAR CLEAN RENEWABLE ENERGY BONDS (CREBs) TO PAY FOR THE INSTALLATION OF SOLAR PHOTOVOLTAIC (PV) ENERGY PRODUCTION PANELS AT THE TOWN HALL CAMPUS

**SUMMARY:**

On November 18, 2009, Town Council adopted Resolution (R) 09-76 approving the execution of a Town energy efficiency conservation strategy (EECS) as a required component of the Energy Efficiency and Conservation Block Grant (EECBG) received by the Town last year in the amount of \$164,200. A progress update on the elements of this strategy was provided to Town Council at the March 24, 2010 regular Council meeting by Bayer Vella, Conservation and Sustainability Manager. At that time, staff was evaluating the various financing sources available to pay for the energy efficiency upgrades and retrofits to Town buildings and facilities, along with gaining a better understanding of the recent changes made by the federal government to the solar CREBs. As you recall, Oro Valley was one of only two Arizona municipalities (the other being the City of Tucson) to receive a CREB allocation from the federal government at the end of 2009.

The purpose of this agenda item is the following:

- Provide an overview of the various financing options available for the both the energy efficiency upgrades and the solar photovoltaic (PV) project
- Offer a recommendation for the Town Council to approve utilization of contingency reserve amounts from the General Fund, the Highway Fund and the Water Utility Fund to pay cash for the energy efficiency upgrades and retrofits in order to avoid additional financing/interest costs on that portion of the project
- To direct staff to return to Council with a resolution to authorize the issuance of direct-pay solar CREBs bonds for the solar PV project

**DISCUSSION:**

The total estimated project costs as outlined in the APS energy audit for both the energy efficiency upgrades/retrofits and the solar PV project are \$4,243,162. The energy efficiency component of the project is estimated to cost \$1,848,882; and the solar PV project is estimated to cost \$2,394,280.

There are a number of different financing measures that the Town will be accessing to pay for the above projects. Again, it is important to note that this entire project is self-funded through the guaranteed energy savings detailed in the energy audit previously provided to Council by APS Energy Services. The following provides a more detailed discussion of the financing elements associated with each project component.

**Solar Photovoltaic (PV) Panel Installation – Funded with Clean Renewable Energy Bonds**

## **(CREBs), Renewable Energy Credits (RECs) from Tucson Electric Power (TEP) and Annual Energy Savings**

### **CREBs Financing**

This project involves the installation of 1,344 solar photovoltaic panels on parking shade structures at the Town Hall campus that will locally generate a portion of electricity used to power the buildings at Town Hall. The Town received authorization by the Internal Revenue Service (IRS) to issue Clean Renewable Energy Bonds (CREBs) to pay for this project. Originally, CREBs were authorized by the IRS as tax credit bonds whereby the issuer (the Town) would not make annual interest payments to the bondholders. Instead, the federal government would provide a tax credit to the bondholder in lieu of the Town paying interest. Even though CREBs were intended by Congress to be issued without interest cost, a supplemental interest cost is often required to be paid by the issuer ranging from 2% to 3% to make these bonds more desirable to investors. The initial supplemental interest rate quote received by the Town on the tax credit CREBs was 2.75%.

In March, however, President Obama approved federal legislation to allow the issuance of taxable, direct-pay CREBs bonds in lieu of tax credit CREBs. Under this structure, the Town, as the issuer, would be eligible to receive a subsidy payment directly from the federal government in the amount of the lesser of (i) the amount of interest payable under such bond, or (ii) 70% of the amount of interest which would have been payable under such bond if such interest were determined at the applicable credit rate set by the U.S. Treasury at the time the bonds are sold. The direct-pay CREBs are similar to the structure of direct-pay Build America Bonds (BABs), authorized by the federal government as an alternative to the traditional tax-exempt municipal bond security, which has opened up a whole new class of buyers for municipal debt and offers a broad market for the issuance of the taxable, direct-pay CREBs. Because there is more demand for direct-pay bonds, the effective rate paid by the Town for direct-pay CREBs will likely be lower than the interest rate quoted above with the tax-credit CREBs. This interest rate is set by the US Treasury Department and is locked in when the bonds are sold. For budget planning purposes, the Town has assumed a 2.5% net effective interest rate (net of federal subsidy) on the Series 2010 Excise Tax Secured CREB issue.

Staff is working together with the Town's underwriter, Stone & Youngberg, LLC, and bond counsel at Gust Rosenfeld, PLC to put together the direct-pay CREBs bond financing documents to bring back to Town Council on May 19, 2010 for approval of the resolution to authorize staff to issue the CREBs. Once approved, the target issuance date for the CREBs is on or around July 1, 2010.

### **Tucson Electric Power (TEP) Renewable Energy Credits (REC)**

In March of this year, the Town received approval from TEP on our application for their renewable energy credits program as an additional funding source to offset the cost of the solar PV project. The total money reserved by TEP for the Town is \$1,664,032 over twenty (20) years at a renewable energy credit price of 16.1 cents per kilowatt (kw). This results in estimated annual payments to the Town from TEP of \$83,202 to assist with financing the cost of this project.

### **Annual Energy Savings**

Finally, it is estimated that the local production of electricity to serve Town facilities will save, at a minimum, approximately \$71,000 annually on utility costs that the Town would normally pay TEP for energy costs.

## **Energy Efficiency Upgrades/Retrofits to Town Facilities – Funded with Town Contingency Reserves, TEP Energy Rebate, Federal Energy Efficiency and Conservation Block Grant (EECBG) Funds, and Annual Energy Savings**

This component of the project includes a variety of measures aimed at installing more current,

standardized energy efficient equipment and components in Town facilities to reduce energy consumption. These upgrades/retrofits include, but are not limited to, new lighting fixtures, solar water heaters, new HVAC systems, low E window film installation, and installation of more energy efficient water well pumps.

As mentioned above, the total estimated cost for these upgrades is \$1,848,883. Staff intends to use the full amount of \$164,200 in EECBG grant funds to pay for the replacement of old, inefficient HVAC units on Town Hall campus buildings.

The Town also qualifies to receive an energy rebate from TEP of approximately \$57,000 that will be paid in lump sum to the Town when all upgrades have been completed.

Staff recommends that the remaining up-front costs of the energy audit upgrades (\$1,627,683) be funded with the use of contingency reserves in the General Fund, Highway Fund and Water Utility Fund. The APS energy audit had included the assumption that the Town would enter into a tax-exempt lease to finance the cost of these improvements over a 15-year term. Initial interest rate quotes received by APS on the tax-exempt lease option were just under 5%. This project is self-funded via energy savings whether we use the cash reserves or enter into a tax-exempt lease option; however, the cash option maximizes the economic benefits significantly over the lease option. This would result in avoidance of over \$600,000 in added interest expense over the 15-year lease term. Therefore, staff recommends Council authorization to use contingency reserves for the remaining project cost based on the same justification provided for the bond defeasance approved by Council earlier this year. This would entail the one-time use of invested cash reserves currently earning less than 1% to pay for these energy efficiency upgrades, rather than paying interest of between 4% and 5% on borrowed funds. Use of these one-time funds for this purpose also serves to reduce the Town’s annual recurring energy costs.

Based on the cost of the various upgrades to the select Town facilities, the following is the breakdown of contingency reserves required from each fund:

GENERAL FUND	HIGHWAY FUND	WATER UTILITY FUND	TOTAL
55%	19%	26%	100%
\$895,226	\$309,360	\$423,197	\$1,627,683

Use of contingency reserves as proposed above would have the following impacts:

- **General Fund** – current estimated FY 2009/10 year-end contingency reserve balance is \$10.9 million. Using the above amount of almost \$900,000 would bring this balance down to near \$10 million, or to 39% of the recommended General Fund expenditure budget for FY 2010/11 of \$25.7 million.
- **Highway Fund** – current estimated FY 2009/10 year-end contingency reserve balance is \$4 million. Using the above amount of slightly over \$300,000 would bring this balance down to \$3.7 million.
- **Water Utility Fund** – current estimated FY 2009/10 year-end reserve balance is \$7.3 million. Using the above amount of slightly over \$400,000 would bring this balance down to \$6.9 million, or to 47% of the recommended Water Utility expense budget for FY 2010/11 of \$14.5 million.

**FISCAL IMPACT:**

As shown in **Exhibit A – Overall Financial Summary** provided by APS Energy Services, the combined annual energy savings and solar energy incentives expected to be derived from this project significantly exceed the annual costs of the CREBs bond debt service and solar operations and maintenance costs providing positive annual cash flow from Year 1 of this project.

**CONCLUSION/RECOMMENDATION:**

Staff recommends approval of the solar and energy efficiency financing measures as outlined above, including the authorization to use contingency reserve funds as specified to pay cash for the energy efficiency upgrades and retrofits in Town facilities and the issuance of taxable, direct pay solar CREBs bonds for the solar PV project.

**SUGGESTED MOTION:**

I move to authorize the use of contingency reserves in the General Fund, Highway Fund and Water Utility Fund in the amounts specified above to pay for the energy efficiency measures as recommended in the APS energy audit and direct staff to return to Council with a resolution to authorize the issuance of excise tax secured direct-pay solar CREBs bonds on the May 19th regular Council meeting.

OR

I move to \_\_\_\_\_.

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**Attachments**

Link: [Exhibit A Overall Financial Summary](#)

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**EXHIBIT A**

**Town of Oro Valley  
Overall Financial Summary**

<b>Combined Project Amount</b>	<b>\$4,292,031</b>	<b>TOTAL REVENUE \$ 6,547,681</b> <b>TOTAL COSTS \$ 3,205,422</b>  <b>20-YEAR NET CASH FLOW \$ 2,054,299</b>
Applied Capital and Grants	\$1,799,290	
Applied Utility Rebates	\$57,857	
<b>Adjusted Principal</b>	<b>\$2,434,884</b>	
Term (yrs)	17	
Bond Interest Rate (%)	2.50%	
<b>SAVINGS SUMMARY</b>		
Electricity Savings - Energy Project	\$ 132,366	
Electricity Savings - Solar Project	\$ 70,805	
Electricity Savings - Solar Incentives	\$ 83,202	
Water Savings	\$ 6,060	
Gas Savings	\$ 20,491	
O&M Savings	\$ 4,762	
<b>Total Annual Savings</b>	<b>\$ 317,686</b>	

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	Total
<b>Revenue</b>																						
Electricity Savings	\$19,000	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$288,453	\$5,788,061
Water Savings	\$0	\$6,242	\$6,429	\$6,622	\$6,821	\$7,025	\$7,236	\$7,453	\$7,677	\$7,907	\$8,144	\$8,388	\$8,640	\$8,899	\$9,166	\$9,441	\$9,725	\$10,016	\$10,317	\$10,626	\$10,945	\$167,720
Gas Savings	\$0	\$21,106	\$21,739	\$22,391	\$23,063	\$23,755	\$24,467	\$25,201	\$25,957	\$26,736	\$27,538	\$28,364	\$29,215	\$30,092	\$30,994	\$31,924	\$32,882	\$33,869	\$34,885	\$35,931	\$37,009	\$567,119
O&M Savings	\$0	\$4,762	\$4,857	\$4,954	\$5,053	\$5,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$24,782
<b>Sub-total</b>	<b>\$19,000</b>	<b>\$320,563</b>	<b>\$321,478</b>	<b>\$322,420</b>	<b>\$323,390</b>	<b>\$324,387</b>	<b>\$320,156</b>	<b>\$321,107</b>	<b>\$322,087</b>	<b>\$323,096</b>	<b>\$324,135</b>	<b>\$325,206</b>	<b>\$326,308</b>	<b>\$327,444</b>	<b>\$328,614</b>	<b>\$329,819</b>	<b>\$331,060</b>	<b>\$332,338</b>	<b>\$333,654</b>	<b>\$335,010</b>	<b>\$336,407</b>	<b>\$6,547,681</b>
<b>Total Revenue</b>	<b>\$19,000</b>	<b>\$320,563</b>	<b>\$321,478</b>	<b>\$322,420</b>	<b>\$323,390</b>	<b>\$324,387</b>	<b>\$320,156</b>	<b>\$321,107</b>	<b>\$322,087</b>	<b>\$323,096</b>	<b>\$324,135</b>	<b>\$325,206</b>	<b>\$326,308</b>	<b>\$327,444</b>	<b>\$328,614</b>	<b>\$329,819</b>	<b>\$331,060</b>	<b>\$332,338</b>	<b>\$333,654</b>	<b>\$335,010</b>	<b>\$336,407</b>	<b>\$6,547,681</b>
<b>Costs</b>																						
Bond Payments	\$ -	\$ 174,727	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,190	\$ 178,191	\$ 178,191	\$ 178,191	\$ 175,667	\$ -	\$ -	\$ -	\$3,023,247
Solar Annual O & M	\$ -	\$8,301	\$8,558	\$8,824	\$9,097	\$9,379	\$9,670	\$9,970	\$10,279	\$10,597	\$10,926	\$11,264	\$11,614	\$11,974	\$12,345	\$12,728	\$13,122	\$13,529	\$ -	\$ -	\$ -	\$182,175
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ 183,028</b>	<b>\$ 186,748</b>	<b>\$ 187,014</b>	<b>\$ 187,287</b>	<b>\$ 187,569</b>	<b>\$ 187,860</b>	<b>\$ 188,160</b>	<b>\$ 188,469</b>	<b>\$ 188,787</b>	<b>\$ 189,116</b>	<b>\$ 189,454</b>	<b>\$ 189,804</b>	<b>\$ 190,164</b>	<b>\$ 190,536</b>	<b>\$ 190,919</b>	<b>\$ 191,313</b>	<b>\$ 189,196</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,205,422</b>
<b>Net Cash Flow</b>	\$ 19,000	\$ 137,535	\$ 134,730	\$ 135,407	\$ 136,103	\$ 136,818	\$ 132,297	\$ 132,948	\$ 133,618	\$ 134,309	\$ 135,020	\$ 135,751	\$ 136,505	\$ 137,280	\$ 138,078	\$ 138,900	\$ 139,746	\$ 143,142	\$ 333,654	\$ 335,010	\$ 336,407	<b>\$ 2,054,299</b>
<b>Cumulative Cash Flow</b>	\$ 19,000	\$ 156,535	\$ 291,265	\$ 426,672	\$ 562,775	\$ 699,593	\$ 831,889	\$ 964,837	\$ 1,098,456	\$ 1,232,765	\$ 1,367,784	\$ 1,503,536	\$ 1,640,040	\$ 1,777,321	\$ 1,915,399	\$ 2,054,299	\$ 2,194,045	\$ 2,337,187	\$ 2,670,842	\$ 3,005,852	\$ 3,342,259	