AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
March 16, 2011
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

REGULAR SESSION AT OR AFTER 5:00 PM
CALL TO ORDER
ROLL CALL

EXECUTIVE SESSION AT OR AFTER 5:00 PM
Pursuant to ARS 38-431.03 (A)(3) Legal Advice regarding water rights

RESUME 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

A. On February 17, 2011, The Town Engineer received a letter of notification from the APWA that the Northern / Hardy Roundabout was selected for the Outstanding Small Project of the Year. We have been invited to the award banquet at the Historic Manning House on March 30, 2011 from 11:30 AM to 1:30 PM to receive the award. See the attached letter from the APWA.

B. Staff Recognition Letters

C. DIS Customer Feedback Forms

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 a Plaque of Appreciation to Lyra Done for serving two terms on the Parks and Recreation Advisory Board, ending December 31, 2010

B. Presentation by Tucson Electric Power

CONSENT AGENDA
(Consideration and/or possible action)

A. Minutes - February 9, 2011 Joint Study Session with the Town of Marana

B. Correction to Minutes of the January 19, 2011 Town Council Regular Session

C. Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: October 1, 2010 - December 31, 2010

D. Fiscal Year 2010/11 Financial Update Through January 2011

E. Resolution No. (R)11-16 Authorizing and Approving a Performance Based Incentive Renewable Energy Credit Purchase Agreement Between the Town Of Oro Valley and Tucson Electric Power Company

F. Resolution No. (R)11-17 Authorizing and Approving a Photovoltaic Generating Facility Distribution System Interconnection Agreement Between the Town of Oro Valley and Tucson Electric Power Company

REGULAR AGENDA

1. DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ANGEL STATUE AT JAMES D. KRIEGH PARK IN MEMORY OF CHRISTINA-TAYLOR GREEN

2. DISCUSSION AND POSSIBLE ACTION REGARDING SHORT-TERM DELIVERY OPTIONS OF CENTRAL ARIZONA PROJECT WATER THROUGH THE TUCSON WATER SYSTEM

3. PUBLIC HEARING - ORDINANCE NO. (O)11-08 FOR A TRANSLATIONAL ZONING FROM PIMA COUNTY RURAL HOMESTEAD (RH) TO ORO VALLEY R1-144 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT FOR A 10-ACRE ANNEXED AREA KNOWN AS ANNEXATION AREA “O”, LOCATED AT 14260 N. HAWK CANYON TRAIL, SOUTH OF STONE CANYON AND NORTH OF LA CHOLLA AIRPARK; PARCELS 219-15-003A AND 219-15-003B

4. PUBLIC HEARING - ORDINANCE NO. (O)11-09 AMENDING THE ORO VALLEY TOWN CODE CHAPTER 10, OFFENSES, ARTICLE 10-6, ANTI-GRAFFITI; REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

5. PUBLIC HEARING - ORDINANCE NO. (O)11-07 ADOPTING A NEW ORO VALLEY ZONING CODE REVISED (OVZCR) CHAPTER 28, SIGNS AND REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER, OV709-007.

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: 03/04/11 at 11:00 a.m. by tlg

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.

Item #: A.

Town Council Regular Session

Date: 03/16/2011

Submitted By: Craig Civalier, Development Infrastructure Services

Information

Subject

On February 17, 2011, The Town Engineer received a letter of notification from the APWA that the Northern / Hardy Roundabout was selected for the Outstanding Small Project of the Year. We have been invited to the award banquet at the Historic Manning House on March 30, 2011 from 11:30 AM to 1:30 PM to receive the award. See the attached letter from the APWA.

Attachments

Link: APWA Award Letter

Arizona Chapter

APWA

AMERICAN PUBLIC WORKS ASSOCIATION

February 17, 2011

Craig Civalier, Town Manager
Town of Oro Valley
11000 N. La Canada Ste. 200
Oro Valley, AZ 85737

Dear Craig,

As President of the Southern Arizona Branch of the American Public Works Association, I would like to thank you for participating in our recognition process. Your project, **Northern/Hardy Roundabout** was nominated and has been selected by the committee for an Outstanding Small Project of the Year.

It gives me great pleasure to extend this invitation to our award banquet to be held at the Historic Manning House, 450 W. Paseo Redondo in the Lavender Room on Wednesday, March 30, 2011 from 11:30 to 1:30. This banquet is held each year to recognize individuals, public agencies, projects and private sector members for their contributions to the advancement of public works infrastructure and programs throughout Southern Arizona.

The Southern Arizona Branch Officers and Board of Directors would like to extend to you a complimentary lunch to receive the award. As nominator, APWA provides your award at no cost. In the past, requests for additional awards have been made and can be accommodated at your request. However, these additional awards will need to be paid for by the requesting individuals. Please contact Julie Amos at Julie.Amos@hdrinc.com to confirm your attendance, and request any additional copies of the award. If you would like to reserve additional seats, the cost is $25.00 per person. Please present this letter at the registration table.

Sincerely,

David Cummings, P.E., President
APWA Southern Arizona Branch

C: Dave Atler, DMA Engineering

Item #: B.

Town Council Regular Session
Date: 03/16/2011

Submitted By: Arinda Asper, Town Manager's Office
Department: Town Manager's Office

Information

SUBJECT:
Staff Recognition Letters

RECOMMENDATION:
N/A

EXECUTIVE SUMMARY:
N/A

BACKGROUND OR DETAILED INFORMATION:
N/A

FISCAL IMPACT:
N/A

SUGGESTED MOTION:
N/A

Attachments

Link: Staff Recognition Letters

OFFICE OF THE SUPERINTENDENT
Vicki Balentine, Ph.D.
Superintendent
(520) 696-5205
(520) 696-5015

AMPHITHEATER
Public Schools

701 W. Wetmore Road, Tucson, AZ 85705 • (520) 696-5205 • TDD (520) 696-5055

GOVERNING BOARD MEMBERS Jeff Grant, President; Diana L. Boros, Vice President; Kent Paul Barnabee, Ph.D.; Linda Loomis, Ph.D.; Susan Zibrat

SUPERINTENDENT-
Vicki Balentine, Ph.D.

FEB 3 2011

February 1, 2011

The Honorable Satish I. Hiremath, D.D.S.
Mayor
Town of Oro Valley
Administration Building
11000 N. La Cañada Drive
Oro Valley, AZ 85737

Dear Mayor Hiremath:

On behalf of Amphitheater School District, I want to express my appreciation to the Town of Oro Valley, and the Oro Valley Police Department for your assistance in helping to cope with the horrible tragedy that occurred Saturday, January 8, 2011. As some may not know, Monday, January 11th was another tragic day in Amphitheater when our Mesa Verde Elementary staff, students and families began coping and grieving the loss of our student, Christina Taylor Green.

As that morning began our campus was infested with media from all over the world. Frankly, we had valid concerns related to student and staff safety as well as concerns regarding the opportunity for inappropriate filming and speaking with students, staff, and families was more than possible. A member of our staff contacted Officer Dan Horetski and asked if he could offer his "presence" at Mesa Verde for the day. He arrived within minutes.

During the day, Dan's professional neighborhood policing was invaluable. Everyone I have talked to appreciated the calming environment Officer Horetski's presence provided at a time of crisis. His professionalism was greatly appreciated and made a stressful, sad experience bearable.

Thank you for your commitment to our community and schools. Your help during this difficult time will be long remembered.

Sincerely,

Vicki Balentine

Vicki Balentine, Ph.D.
Superintendent

OFFICE OF THE SUPERINTENDENT
Vicki Balentine, Ph.D.
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SUPERINTENDENT Vicki Balentine, Ph.D.

February 1, 2011

FEB 3 2011

The Honorable Mary Snider
Vice Mayor
Town of Oro Valley
Administration Building
11000 N. La Cañada Drive
Oro Valley, AZ 85737

Dear Vice Mayor Snider:

On behalf of Amphitheater School District, I want to express my appreciation to the Town of Oro Valley, and the Oro Valley Police Department for your assistance in helping to cope with the horrible tragedy that occurred Saturday, January 8, 2011. As some may not know, Monday, January 11th was another tragic day in Amphitheater when our Mesa Verde Elementary staff, students and families began coping and grieving the loss of our student, Christina Taylor Green.

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Sincerely,

Vicki Balentine

Vicki Balentine, Ph.D.
Superintendent

OFFICE OF THE SUPERINTENDENT
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SUPERINTENDENT
Vicki Balentine, Ph.D.

February 1, 2011

FEB 3 2011

The Honorable William Garner
The Honorable Barry Gillaspie
The Honorable Joe Hornat
The Honorable Steve Solomon
The Honorable Lou Waters
Town of Oro Valley
Administration Building
11000 N. La Cañada Drive
Oro Valley, AZ 85737

Dear Council Members:

On behalf of Amphitheater School District, I want to express my appreciation to the Town of Oro Valley, and the Oro Valley Police Department for your assistance in helping to cope with the horrible tragedy that occurred Saturday, January 8, 2011. As some may not know, Monday, January 11th was another tragic day in Amphitheater when our Mesa Verde Elementary staff, students and families began coping and grieving the loss of our student, Christina Taylor Green.

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Thank you for your commitment to our community and schools. Your help during this difficult time will be long remembered.

Sincerely,

Vicki Balentine

Vicki Balentine, Ph.D.
Superintendent

Item #: C.

Town Council Regular Session
Date: 03/16/2011

Submitted By: Arinda Asper, Town Manager's Office
Department: Town Manager's Office

Information

SUBJECT:
DIS Customer Feedback Forms

RECOMMENDATION:
N/A

EXECUTIVE SUMMARY:
N/A

BACKGROUND OR DETAILED INFORMATION:
N/A

FISCAL IMPACT:
N/A

SUGGESTED MOTION:
N/A

Attachments

Link: DIS Customer Feedback Forms

CC: S. SMITH
P. KEESLER
P. KLEIN

FEB 8 2011

Development and Infrastructure Services Department
11000 N. La Cañada Drive • Oro Valley, Arizona 85737
www.orovalleyaz.gov

Jeff Brewer | 520 419-1638 | 02/08/2011.

Customer Name (Please Print) | Contact Phone (Optional) | Date

Meeting our Customer's needs is important to us. We welcome your suggestions and comments and encourage you to fill out this form.

1. Were the steps for the development, permit, or inspection process clearly explained and understandable?

   [X] Yes? [ ] No?

2. Were the development, permit, and/or inspection approval (s) received within the timeline goals prescribed?

   [X] Yes? [ ] No?

3. Was the service professional, courteous and helpful?

   [ ] Yes? [ ] No? Would you like to name any employee(s) that you feel provided exceptional service? ERIC. Building inspector.

4. Did you experience any problem getting the information you needed? If yes, what aspect?

   NONE

5. Any general comments?

   OUR Experiance on This project (CDO Auditorium) with Oro Valley inspectors / Golder Ranch inspectors was Excelent. It was a pleasure. Thank you all. Concord General Contracting

Thank you for taking your time to help us improve!

cc: Pat K. ✓

Development and Infrastructure Services Department
11000 N. La Cañada Drive • Oro Valley, Arizona 85737
www.orovalleyaz.gov

FEB 2 2011

MARILYN R MARTIN 825252 1/27/11

Customer Name (Please Print) Contact Phone (Optional) Date

Meeting our Customer's needs is important to us. We welcome your suggestions and comments and encourage you to fill out this form.

1. Were the steps for the development, permit, or inspection process clearly explained and understandable?

   [X] Yes? [ ] No? After I came To Your Office - See Note Below

2. Were the development, permit, and/or inspection approval (s) received within the timeline goals prescribed?

   [X] Yes? [ ] No?

3. Was the service professional, courteous and helpful?

   [X] Yes? [ ] No? Would you like to name any employee(s) that you feel provided exceptional service? _____

4. Did you experience any problem getting the information you needed? If yes, what aspect? Yes - Could NOT make CONTACT By Phone - Terrible INSTRUCTIONS

5. Any general comments?

   Would Not Let Me Use Your System. No Human Person Available Your Nice Receptionist Explained The Problem When I Went To Your Office

Thank you for taking your time to help us improve!

cc: P. Klein

FEB 14 2011

Development and Infrastructure Services Department
11000 N. La Cañada Drive • Oro Valley, Arizona 85737
www.orovalleyaz.gov

Customer Name (Please Print) Contact Phone (Optional) Date

Meeting our Customer's needs is important to us. We welcome your suggestions and comments and encourage you to fill out this form.

1. Were the steps for the development, permit, or inspection process clearly explained and understandable?

   [✓] Yes? [ ] No?

2. Were the development, permit, and/or inspection approval (s) received within the timeline goals prescribed? What are they?

   [ ] Yes? [ ] No?

3. Was the service professional, courteous and helpful?

   [ ] Yes? [ ] No? Would you like to name any employee(s) that you feel provided exceptional service? front counter service is fantastic. They always answer the phone.

4. Did you experience any problem getting the information you needed? If yes, what aspect?

5. Any general comments?

   Oro Valley is the hardest jurisdiction to get a pool permit approved. Don't even want to sell in this community. Especially engineering dept.

Thank you for taking your time to help us improve!

Item #: A.

Town Council Regular Session

Date: 03/16/2011

Presentation of Plaque of appreciation to Lyra Done for serving on Parks & Recreation Advisory Board

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Information

Subject

Presentation of a Plaque of Appreciation to Lyra Done for serving two terms on the Parks and Recreation Advisory Board, ending December 31, 2010

Item #: B.

Town Council Regular Session
Date: 03/16/2011
Presentation by Tucson Electric Power

Information

Subject

Presentation by Tucson Electric Power

Item #: A.

Town Council Regular Session

Date: 03/16/2011

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

Information

SUBJECT:

Minutes - February 9, 2011 Joint Study Session with the Town of Marana

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Minutes from the February 9, 2011 Joint Study Session with the Town of Marana.

Attachments

Link: 2/9/11 Joint Study Session Minutes

MINUTES
JOINT MARANA/ORO VALLEY TOWN COUNCIL
STUDY SESSION
FEBRUARY 9, 2011
MARANA COUNCIL CHAMBERS
11555 W. CIVIC CENTER DRIVE, MARANA, AZ

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 6:01 PM.

ROLL CALL – Town of Marana

Present: Ed Honea, Mayor
Russell Clanagan, Councilmember
Patti Comerford, Councilmember
Carol McGorray, Councilmember
Jon Post, Councilmember

Excused: Herb Kai, Vice Mayor
Roxanne Ziegler, Councilmember

ROLL CALL – Town of Oro Valley

Present: Satish Hiremath, Mayor
Mary Snider, Vice Mayor
Bill Garner, Councilmember
Barry Gillaspie, Councilmember
Joe Hornat, Councilmember
Steve Solomon, Councilmember
Lou Waters, Councilmember

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

Mayor Honea led the audience in the Pledge of Allegiance and a Moment of Silence.

APPROVAL OF AGENDA

The agenda was approved by unanimous consent of all Councilmembers.

D1: Presentation: Relating to Economic Development on potential partnerships between the towns of Oro Valley and Marana for tourism development and promotion.

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Marana's Assistant to the Town Manager Josh Wright stated that both Oro Valley and Marana have some of the nicest hotels and resorts in Pima County which draw visitors from all over the world, specifically the El Conquistador in Oro Valley and the Ritz Carleton in Marana.

Mr. Wright said that both municipalities benefit from outstanding recreational opportunities such as golfing, hiking, and biking and in order to create a tourist plan, it is imperative to focus on these amenities that everyone enjoys.

Oro Valley's Economic Development Manager Amanda Jacobs stated that the Town of Oro Valley and the Town of Marana have already started to work on a couple of projects. The first project is the Arizona Centennial. The Oro Valley communications staff has been working on different events for the Arizona Centennial and opportunities to joint campaign with Marana on this event.

Ms. Jacobs exclaimed that the second project that both municipalities have been working on is to highlight the hiking trails within Oro Valley and Marana in order to create an extensive trail map which will be distributed to hotels/resorts within both communities.

Lastly, Ms. Jacobs said that they attended an ASU class last week which was led by Dr. Tim Tyrrell, Professor of Tourism, Development and Management. The class recently completed an assessment of Maricopa and they are now looking to conduct research regarding possible tourism attractions and joint opportunities that may exist between the Town of Oro Valley and the Town of Marana. The assessment should be completed by the end of May.

Ms. Jacobs stated that she and Mr. Wright visited the City of Chandler in August in order to gain insight into their visitors program. Ms. Jacobs recommended that in the long-term, a visitor's guide be created that highlights dining and recreational opportunities within Oro Valley and Marana as well as highlighting signature events such as Accenture Match Play, Ironkids, and the Duathlon.

Mayor Hiremath asked if there was a regional or national marketing plan in place for Marana or Oro Valley. Assistant to the Town Manager Josh Wright stated that Marana staff has considered regional and national marketing plans and they will be working with ASU to review their assessment once it's complete. Also, Mr. Wright pointed out the strengths in the City of Chandler's visitors program and stated that they will be looking at their program in hopes of getting some really good ideas that can be utilized by the Town of Marana.

Councilmember Waters asked what will be included in the ASU assessment.

Dr. Tim Tyrrell stated that the class will be assessing environmental attractions and socio and cultural resources. The first step consists of gathering information to see what is actually there, then once that is known, a survey will be sent out to

DRAFT

residents to find out what they want to have. After that is completed, recommendations will be drafted.

Councilmember Garner asked Mr. Wright about the maps that were distributed to local hotels and inquired as to how the Town will gauge the success of the program.

Assistant to the Town Manager Josh Wright stated that the Town of Marana already has a hiking brochure which has been distributed all around the region. The response has been fantastic. Performance measurements will be looked at down the road in order to gauge the success of the program.

Mayor Honea said that he is excited about partnering with the Town of Oro Valley for tourism development. If information pertaining to both Towns is incorporated together, it will draw a lot more people to the area.

Mayor Hiremath said that collaboration is important and that it is “ok” to partner together to create the success needed in order to serve the citizens of both communities.

D2: Presentation: Relating to Transportation regarding the Tangerine Corridor project.

Town of Marana General Manager of Public Services Ms. Barbara Johnson stated that many years ago, when the RTA was voted on, people with vision submitted the Tangerine Road Corridor project, from I-10 to Oracle Road. The Town of Marana and the Town of Oro Valley are currently in the process of defining what each community wants to see in the Corridor and to make sure that the project flows smoothly and serves the needs of the citizens.

Ms. Johnson stated that the Town of Marana is currently in the process of preparing the Design Concept Report (DCR) which includes safety and design criteria for: roadway features, access control, estimated cost, traffic studies, speed limits, right-of-way requirements, environmental aspects, utility relocations and much more.

The current design elements consists of: safety improvements that will eliminate dip sections and sight distance problems, drainage structures to provide all-weather access and allow wildlife to cross the road, bike lanes in each direction, sidewalks and improved ADA accessibility, intersection improvements, right-of-way acquisition, and relocation of overhead power lines and other utilities.

Ms. Johnson discussed the community and economic benefits of the Tangerine Corridor project which includes:

DRAFT

1) Opens key opportunities between Oro Valley and Marana
2) Connects two high-tech sectors
3) Oro Valley's Innovation Park and biotechnology cluster
4) Marana's Technology Nexus at Tangerine and I-10
5) Reduced travel times yields improved safety and air quality
6) Corridor opens I-10 to State Route 77
7) Launches State Land development opportunities
8) Wildlife Preservation, AZ Game & Fish

Ms. Johnson gave an overview of the progress made thus far and stated that the following items will be completed next month:

-Draft Geotechnical Report
-Existing Hydrology Report
-Traffic Study
-Initial Project Website

Oro Valley Town Engineer Craig Civalier gave an overview of the funding sources and stated that RTA funding is at $45.3M and local funding consists of $28.9M. The project is currently estimated at $93M.

Mr. Civalier discussed the project milestones noted below.

-Design of the first segment would likely start in 2012
-Construction of the first segment should begin prior to 2016 to meet the RTA commitment of construction in the 2nd period (2011-2016)
-Other segments would be constructed in periods 3 and 4 of the RTA (2016-2021, and 2021-2026, respectively)

Mr. Civalier gave an overview of the two different cross sections and stated that the transition point between the Marana section and the Oro Valley section will take place somewhere around Thornydale Road. Each section is multi-model which encourages citizens to walk and bike.

Councilmember Clanagan asked if there will be any education or communication to the citizens that live along the Thornydale/Tangerine Roads about what and when they can expect these improvements to be made.

Town Engineer Craig Civalier said that through this process, the Town will hold public meetings and open houses to educate the citizens.

Councilmember Hornat asked if there will be any other modes of transportation incorporated into the design i.e. light rail, bus stops.

Mr. Civalier explained that there would be enough room available if the Town decided to add a light rail system. There currently are no bus stops planned but

DRAFT

the Town could work with RTA to incorporate a transit system along the corridor project.

Councilmember McGorray complimented the Town of Oro Valley on their work on Tangerine Road from Oracle Road to La Canada Drive and asked if the Town is looking into making the extension from La Canada Drive to I-10 similar.

Town Engineer Craig Civalier stated that the project from 1st Ave to La Canada Drive had some state rights-of-way in there but the project was mainly funded by HURF funds.

Vice Mayor Snider stated that it is important for each community to work together on the Tangerine Corridor project because it is a gateway to both communities.

Councilmember Garner asked about the status of the small section of Tangerine Road that is owned by Pima County.

Town Engineer Craig Civalier stated that the County would not have their own cross-section and that Oro Valley and Marana will have to negotiate who will acquire the County owned piece.

Councilmember Gillaspie suggested that both Councils should start thinking about land use options because the Tangerine Corridor project will be a tremendous tool for economic development.

Town of Marana General Manager of Public Services Ms. Barbara Johnson said that that is why it is crucial to overlay the economic development component with the planning component.

Councilmember Solomon stated that it is important to maintain a high speed corridor along Tangerine that will connect Oracle and the I-10.

Town Engineer Craig Civalier stated that speed is an issue that will be addressed by speed studies.

Councilmember Waters asked about the Corridor aesthetics and if the power lines would be grounded.

Town Engineer Craig Civalier stated that it costs roughly $1 million dollars per mile in order to bury 14kb lines and the cost would be higher to bury the 380kb high tension lines that run along Tangerine Road. Mr. Civalier clarified that the RTA would only help to pay for the burying of the high tension lines if they had prior rights.

Mayor Honea stated that he believes that the Tangerine Road Corridor project has a lot of potential for high end commercial, high end retail, and residential.

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D3: Presentation: Relating to Water Resources; regarding cooperative water resource development opportunities for the towns of Marana and Oro Valley and other area water providers.

Town of Marana Utilities Director Dorothy O'Brien stated that the Mission of the towns of Marana and Oro Valley is to provide safe, efficient and reliable water services to customers.

Each Town has a water portfolio that consists of Groundwater, Central Arizona Project water, and reclaimed water to varying degrees and each town belongs to the Water Conservation Alliance of Southern Arizona (Water Casa), Southern Arizona Water Users Association and each participates in Central Arizona Project's Acquire, Develop, and Deliver water project.

Ms. O'Brien discussed the mutual challenges faced by Marana and Oro Valley.
-Ground water regulations
-Increase water conservation
-Central Arizona Groundwater Replenishment District
-Long term need for renewable water supplies

Town of Oro Valley Water Utilities Director Philip Saletta discussed the partnership between the Northwest Water Providers which includes Flowing Wells Irrigation District, Metropolitan Domestic Water Improvement District, and the Towns of Marana and Oro Valley.

Water quality studies are currently being conducted by the four main partners as well as the University of Arizona and Tucson Water to look at reverse osmosis and the management of the salt concentrate which is created through the reverse osmosis process.

Mr. Saletta stated that the town has reviewed studies that looked at the cost to relocate pipelines and where the routing would be and regardless of the routing, it will costs approximately $1 million/mile depending on the size, diameter, flow rates, and who would share what piece of the pipe.

Mr. Saletta gave an overview of possible future partnership opportunities between Oro Valley and Marana regarding water. One possible option would be to partner to create a recharge and recovery facility. The town is currently looking into developing a demonstration site. Long term, the towns will need to look at where they would like to locate wells. These wells would need to be located close to the recharge facilities. One of the key recharge facilities is the lower Santa Cruz recharge project which is located near the Marana airport.

In addition to recharge and recovery, the town is not ruling out any options for treatment of water off of the canal and may look at the possibility of a water treatment plant near the canal.

DRAFT

Mayor Hiremath asked what is the most important aspect of water that needs to be looked at in the short term.

Town of Marana Utilities Director Dorothy O'Brien stated that the water portfolio for the Town of Marana is not as in depth as Oro Valley's portfolio so they would like to continue to expand their portfolio. It is also important for the Town of Marana to have an adequate distribution system in place in order to meet the growing needs of the community.

Town of Oro Valley Utilities Director Philip Saletta stated that the most important element to Oro Valley's water plan was to be able to obtain a renewable supply of CAP water. Mr. Saletta also stated that water levels in Oro Valley are declining more rapidly than in Marana.

Councilmember Gillaspie asked what the pros/cons are with having a recharge facility in Marana rather than Tucson.

Mr. Saletta said that one of the key elements of recharge and recovery is the location of the lower Santa Cruz facility which is a large facility that many water users can share in. The Town of Oro Valley would like to store water there and retrieve it at a later time. In the short term, there might be availability within Tucson Water's recharge facility.

Ms. O'Brien stated that the Town of Marana is looking at a mutually shared distribution system. It is a lot easier and less expensive to cooperatively partner with other users in order to build and maintain the distribution system.

Mayor Honea said that the Town of Marana and the Town of Oro Valley may want to partner down the road in order to move water over the mountain since it is difficult to get water to the Dove Mountain and Sky Ranch areas.

Mayor Honea thanked everyone for coming and stated that he looks forward to working with the Town of Oro Valley in the future.

Mayor Hiremath thanked Mayor Honea, the Marana Town Council and staff for reaching out and talking with the Council and staff of the Town of Oro Valley. Mayor Hiremath stated that during these economic times, it's difficult to keep doing things on our own. It's important to form partnerships with communities that have the same goals and demographics.

ADJOURNMENT

MOTION: A motion was made by Oro Valley Councilmember Waters to adjourn the meeting at 7:05 PM, seconded by Marana Councilmember Post.

MOTION carried unanimously.

DRAFT

Prepared by:

_____
Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the joint study session of the Town of Marana and the Town of Oro Valley held on the 9th day of February 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2011.

_____
Julie K. Bower, MMC
Town Clerk

DRAFT

Item #: B.

Town Council Regular Session

Date: 03/16/2011

Requested by:	Councilmember Bill Garner	**Submitted By:**	Julie Bower, Town Clerk's Office
Department:	Town Clerk's Office		

Information

SUBJECT:

Correction to Minutes of the January 19, 2011 Town Council Regular Session

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Councilmember Garner has requested that the January 19, 2011 minutes be corrected to more accurately reflect the intent of his comment on Page 7 regarding the discussion of the Temporary Sign Waiver Program. His original comment was recorded as:

"Councilmember Garner stated that he would like to see standards for A-frames. "

He is requesting that it be corrected to read as follows:

"Councilmember Garner stated that he had initially not supported the program and still did not support it. The reason was because A-frames were being allowed and that was in direct conflict with the Town Zoning Code. There were no standards for A-frames. He had seen A-frames that were hand painted, of varying sizes, lengths and quality. If standards for banners were being developed, he did not want to leave out standards for A-frames."

BACKGROUND OR DETAILED INFORMATION:

Minutes of the January 19, 2011 Town Council Regular Session were approved February 16, 2011.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE that the Minutes of the January 19, 2011 Town Council Regular Session be corrected as presented.

or

I MOVE that _____

Item #: C.

Town Council Regular Session

Date: 03/16/2011

Requested by: Amanda Jacobs, Economic Development Manager

Submitted By: Amanda Jacobs, Town Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: October 1, 2010 - December 31, 2010

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

The 2010/11 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau (MTCVB) stipulates that a quarterly report be compiled by MTCVB and submitted to the Economic Development Division and Mayor and Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 10/11.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2010/11 FPA between the Town of Oro Valley and MTCVB is $71,800.

SUGGESTED MOTION:

N/A

Attachments

Link: FY2010-11 MTCVB FPA

Link: MTCVB 2nd Quarter Report

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT
(Contract Number)

THIS AGREEMENT is made and entered into this 16th day of June, 2010, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

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

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

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

Section 1. Definitions

A. Tour Operator – a person who arranges and/or organizes groups of people to travel together to a destination and who also organizes tour packages and advertises them for people to buy.

B. Travel Agent Impressions – the number of travel agents who would likely read a tour brochure which a tour operator produced to promote tours that he or she organized.

Section 2. Statement of Purpose

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

Section 3. Services to be Performed by Agency

Agency performance measures for Fiscal Year 2010/11 are as follows:

Convention Sales

1. Generate 350 convention sales leads for Oro Valley properties.
2. Conduct 44 customer interaction/site inspections for Oro Valley properties.
3. Confirm 16 convention bookings for future dates.

4. Confirm convention bookings for future dates resulting in 3,500 room nights.

Convention Services

1. Service a minimum of 18 Oro Valley meetings and conventions.

Travel Industry Sales

1. Generate 32 domestic and international tour program leads and services for Oro Valley properties/venues.
2. Promote Oro Valley as one of the world's top leisure destinations to 400 targeted tour operator clients.
3. Generate a minimum of 500,000 tour operators and travel agent impressions via destination product offering in domestic and international tour operator catalogues.

Communications

1. Generate 31 travel articles about Oro Valley.
2. Reach a minimum of 1.5 million readers/viewers through editorial placement.
3. Generate publicity with an equivalent advertising value of at least $8,000.00.

Marketing

1. Generate no less than a total of 100,000 inquiries from high demographic customers in primary markets i.e. (Chicago, Los Angeles, New York) secondary markets (including Denver, San Diego, San Francisco) and Canada.
2. Generate a minimum of 2.5 million unique visitors to the MTCVB website (www.visitTucson.org).
3. Generate 6,000 unique visitors to the Town of Oro Valley's and Oro Valley properties website (www.orovalleyaz.gov) from the MTCVB website (www.visitTucson.org).

Section 4. Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Seventy One Thousand Eight Hundred Dollars ($71,800) shall be allocated to Agency, which equals ½ of 1% of Bed Tax.

Section 5. Responsibility for Open Records

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT
(Contract Number)

Section 6. Evaluation Criteria and Reporting

A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.

B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

Section 7. Accountability

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

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

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

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

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

Section 8. Matching Grants

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT
(Contract Number)

Section 9. Nondiscrimination

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

Section 10. Sub-recipient Funding Agreements

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

Section 11. Term of Agreement

This Agreement shall be effective from July 1, 2010 through June 30, 2011. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

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

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

Section 12. Payment Withholding, Reduction, or Termination

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

A. Services are not rendered.
B. Agency fails to supply information or reports as required.
C. Agency is not in compliance with agreed upon disbursement documentation and/or other project performance.
D. Agency fails to make required payments to subcontractors.

E. The Town has reasonable cause to believe Agency is not in compliance with the nondiscrimination clause of this Agreement.
F. The Mayor and Council fail to appropriate all or part of the funds for this Agreement.

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2011.

Section 13. Termination of Agreement

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

Section 14. Method of Payment

A. The Town's Bed Tax rate is 6 percent (6%). The parties have agreed that Agency will receive ½ of 1% of the Bed Tax from the Town an amount not to exceed $71,800. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2010. Payments are to be made within forty (40) days after the close of each preceding quarter.

B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers,

agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

Section 16. Insurance

Agency agrees to:

A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

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

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

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

Section 17. Use of the Town Logo

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

Section 18. Conflict of Interest

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT
(Contract Number)

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

TOWN OF ORO VALLEY, a municipal corporation

Mayor
and not personally

ATTEST:

Kathryn E. Cuvelier, as Town Clerk
and not personally

Date: 6-17-10

APPROVED AS TO FORM:

Tobin Rosen, as Town Attorney
and not personally

Date: 6/17/10

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

Agency Representative
and not personally

Title President & CEO

State of Arizona)
) ss.
County of)

On this 8 day of July, 2010, Jonathan Walker known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on July 8, 2010.

Notary

My Commission Expires: March 23, 2012

RONDA THOMAS
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Commission Expires
March 23, 2012

Tucson
Real. Natural. Arizona.

January 19, 2011

To: Jerene Watson, Town Manager
Town of Oro Valley

From: Jonathan Walker, President & CEO

Re: 2nd Quarter Performance Update

The end of 2010 saw the sluggish tourism industry beginning the slow process of recovery. Arizona seems to be lagging the rest of the country to some degree due to the continued bad economy and lingering effects of SB1070.

In the past quarter, the MTCVB conducted 13 site inspections for future potential business to Oro Valley and booked 20 new pieces of group business for future years. We continue to work closely with the Hilton El Conquistador staff to promote Oro Valley in a positive manner. We are also delighted to have worked with the IronKids event again and to have it return to Oro Valley in April of 2011 bringing 900 attendees and $286,362 in economic impact.

100 South Church Avenue Tucson, Arizona 85701
520.624.1817 800.638.8350 f: 520.884.7804 www.visitTucson.org

METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU
Oro Valley

QUARTERLY PERFORMANCE REPORT – Second Quarter **October – December, 2010**

KEY MEASURES OF PERFORMANCE	ADOPTED FY 2011	CURRENT Quarter	YEAR TO DATE	COMMENTS
Convention Sales				
Sales Leads	350	47	133	
Site Inspections	44	13	28	
Future Bookings	16	20	30	
Room Nights of future bookings	3,500	5,538	12,264	
Convention Services				
Meetings/Conventions serviced	18	31	43	
Travel Industry Sales				
Leads/Services	32	24	45	
Promote to targeted tour operator clients	400	196	683	
Impressions via tour operator catalogs	500,000	189,500	339,500	
Communications				
Travel Articles	31	9	16	
Marketing				
Generate Inquiries from primary markets	100,000	16,567	47,991	
Unique visitors to MTCVB website	2.5M	707,239	1,375,012	
Unique visitors to Oro Valley via MTCVB website	6,000	3,906	7,993	

Public Relations Key Measure f Performance for Oro Valley

October 2010

134 published, broadcast, and online stories placed and assisted

0 travel journalists hosted in Tucson – Arizona Office of Tourism International PR reps

1 trade show/media market places attended by PR Director

6 articles including Oro Valley properties/amenities

Outlet	Title/Program	Publication Date	Media Group	Publicity Value	Circulation
KMIR 6	Tucson - KMIR 6 - Palm Springs News, Weather, Sports	10/06/2010	Internet	$14.00	
KXVO 15 The CW	Tucson - THE KXVO CW15 OMAHA ENTERTAINMENT NEWS	10/11/2010	Internet	$14.00	
KXVO 15 The CW	Tucson - THE KXVO CW15 OMAHA ENTERTAINMENT NEWS	10/18/2010	Internet	$14.00	
Meetings West	Metroploitan Tuscon [sic] CVB	10/01/2010	Print	$347.82	31,012
Meetings West	Southwestern Exposure	10/01/2010	Print	$928.85	31,012
nbc26.com	Tucson - WGBA -	10/08/2010	Internet	$17.14	
				1335.78	

it looks like the same article was syndicated via 3 diff outlets twice on KXVO

– Jess

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www.visitTucson.org

Tucson Welcomes

MARIE SCIMECA
STEEL TANK INSTITUTE/STEEL PLATE FABRICATORS ASSOCIATION
944 DONATA COURT, LAKE ZURICH, IL 60047
(847) 438-8265 x 239

CS8
29619

Lead # 29619	*130 pl*	*325 room nights*	*Program Dates: January 2012*	*Lead Source: UFWB*

Bureau Contact:
Mary Meade, National Sales Manager
Cellphone: (520) 271-4096

Site Itinerary

Sunday November 14, 2010

	Accommodations for one evening, provided by: **The Westin La Paloma Resort** 3800 E. Sunrise Drive, Tucson, AZ 85718 Contact: Ryan Bunker, Senior Sales Manager Phone: (520) 577-5857 Confirmation # 411197
9:20 pm	Arrival into Tucson. American Airlines - Flight # 1519 from Chicago. *Meet driver from the Westin La Paloma in baggage claim area for transfer to the resort (note: driver will have signage with your name on it)*
	On own rest of the evening

Monday, November 15, 2010

	Accommodations for one evening provided by: **Ritz Carlton Dove Mountain** 15,000 N Sabino Springs Drive, Marana, AZ 85658 Contact: Cristin Corso (for Gina Iarussi) Phone: (520) 572-3102 Confirmation # 89971518
8:30 AM-10:30AM	Meet in the lobby at the Westin La Paloma for breakfast and site with: **The Westin La Paloma Resort** 3800 E. Sunrise Drive, Tucson, AZ 85718 Contact: Ryan Bunker, Senior Sales Manager Phone: (520) 577-5857 *(note Mary Meade from the Tucson CVB to join for breakfast and provide transportation for the day)*
11:00AM-12:00PM	Site with: **Omni Tucson National Golf Resort & Spa** 2727 W Club Drive, Tucson, AZ 85742 Contact: Nicki Chasteen, Sales Manager Phone: (520) 877-2356
12:30PM-2:30PM	Lunch and site with: **Ritz Carlton Dove Mountain** 15,000 N Secret Springs Drive, Marana, AZ 85658 Contact: Cristin Corso, Sales Manager - *(for Gina Iarussi)* Phone: (520) 572-3102
	On own rest of afternoon/evening

Tuesday, November 16, 2010

	Accommodations for one evening, provided by: **Loews Ventana Canyon** 7000 N Resort Drive, Tucson, AZ 85750 Contact: Sheila Bourque, Director of National Accounts Phone: (520) 529-7913 Confirmation #5114285
10:00AM	Depart the Ritz Carlton Dove Mountain. (Transportation provided by Jessica Dammeir, friend of Marie Scimeca)
10:30AM-11:30AM	Site with: **Hilton Tucson El Conquistador** 10,000 N Oracle Road, Tucson, AZ 85737 Contact: Christy Tolman Phone: (520) 544-1110
12:00 PM - 1:00PM	Site with: **Westward Look Resort** 245 E Ina Road, Tucson, AZ 85704 Contact: Sonia Hammrich, Assistant Director of Sales Phone: (520) 917-2473
1:30PM	Lunch at Blanco (at La Encantada) with Mary Meade La Encantada is an upscale two-level outdoor specialty center that celebrates the splendor of old-world Spanish traditions alongside modern sophistication. The first and only luxury shopping center in Southern Arizona it delivers world-class brands to Tucson including: Brooks Brothers, Tiffany, Louis Vitton, Crate & Barrel, etc. It is also a lively entertainment district boasting a multitude of dining options.
3:00PM	Site and dinner with: **Loews Ventana Canyon** 7000 N Resort Drive, Tucson, AZ 85750 Contact: Sheila Bourque, Director of National Accounts Phone: (520) 529-7913

Wednesday, November 17, 2010

5:00 AM	Depart Loews Ventana Canyon for Tucson International Airport. American Airlines Flight #374 departs Tucson at 7:00AM. Transportation provided by Loews Ventana Canyon.

Thank you for visiting Tucson!

Hello Everyone,

I have drawn up a tentative schedule for Jeff Dyrek with USA Triathlon for his site visit.

Jeff and I met last week and reviewed his intentions for his upcoming visit. First and foremost, he wants to evaluate the parking areas of Ventana Medical Systems to see which lot offers the best for his event. He also wants to drive the course to determine turn around points. I feel that Mike and Brian will be best suited to assist him with this area.

The lunch meeting at Ventana will allow him to meet with the event contact people and then allow him to get to work with his race setup evaluations.

On the evening of 1 November, I was think that would be a great opportunity to have any Town of Oro Valley staff meet up with Jeff in an informal setting to learn more about the event or cover any details pertaining to the event. I am agreeable to just have a round table meeting instead of a reception/dinner. I will be taking Jeff out that night to eat if we don't have something more formal, so if you are interested please let me know.

If you have any suggestions or comments, please let me know. Your input is helpful and welcome.

Please let me know as soon as you can where and when you are able to participate.

Vince
1 November

12:00 – Lunch with Team – Ventana Medical Systems
13:30 – Course Layout & Ride with OV PD
14:30 – Staging area layout for USAT
17:30 – Dinner or reception for USAT with OV Town Staff (available personnel to either review items or be introduced to the event)

2 November

8:00 – Breakfast Meeting – Review event for those that might not have had a chance to meet on 1 Nov.
9:00 - USAT Time for course layout.
10:30 – Depart of Tucson International Airport

Vincent Trinidad
Director
Tucson Sports
Metropolitan Tucson Convention & Visitors Bureau
100 S. Church Ave.
Tucson, AZ 85701
520-770-2170 - direct

Hinton+Grusich Tucson BEP Event

November 11-13, 2010

Timeline/Schedule

Thursday, November 11, 2010	Host Hotel: **Ritz Carlton Dove Mountain**
	Scattered Arrivals
	Spa Treatments and/or Golf for early arrivals
6:00- 7:00 pm	**Reach to the stars and beyond at the Ritz Carlton Dove Mountain!** Reception in the Library with brief site inspection of property- followed by a unique opportunity to experience the heavens by gazing through high powered telescopes. Find out why Tucson is considered a "dark sky" city.
7:00-9:00 pm	Dinner at **CORE** restaurant
	On own rest of evening to enjoy resort
Friday, November 12, 2010	
7:00 am	Meet in lobby for departure to Miraval
7:30 am to 9:30 am	**Follow your Spirit to Miraval!** Miraval is a world apart: quiet, tranquil and inspiring. Experience the beauty and spirit of Miraval and meet Tony Redhouse, traditional Native American practitioner and performer.
9:30 am	Depart for Westin La Paloma
10:00 am to 11:30am	**Time to Spice things up at the Westin La Paloma!** Fine tune your culinary skills as you work closely with the team at the Westin La Paloma to create your very own custom chili/BBQ rub.– with brief tour of property to follow
11:30 am	Depart for Loews Ventana Canyon
12:00pm to 2:00 pm	**Take a walk on the wild side at Loews Ventana Canyon!** Following a brief tour and lunch, you will be lead on a guided walk through the natural Sonoran Desert to an impressive 80' waterfall.
2:00 pm	Depart for JW Marriott Starr Pass

2:30 pm to 4:00 pm	**Elevate your senses at the JW Marriott Starr Pass!** Enjoy a brief tour of the property, then join the Hashani Spa Team, in the spa, where you will discover how Aromatherapy can enhance every part of your life and create your own unique Aromatherapy to take home.
4:00 pm	Depart for Hilton El Conquistador
5:00 pm to 8:30pm	**Come celebrate the Spanish flavors of our southern neighbors at the Hilton El Conquistador!** After a brief tour of the property, you will discover the rich cultural heritage of Mexico. A culinary experience as vibrant as the country it represents, and not to be missed!
8:30pm	Depart for Ritz Carlton
	On own rest of evening to enjoy resort
Saturday November [illegible]	
	Breakfast at Leisure *(on own)*
	Scattered Departures

Tucson
Real. Natural. Arizona.

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www.visitTucson.org

ITINERARY

Annette Stone
Stephanie Dorn
CGI

11325 Random Hills Rd Fairfax, VA 22030 Ph: 703-267-8321
Lead #29611 October 2011 Innovations Conference 175 ppl, 550 TRN YFWB-Resort
Bureau Contact: Joy Johnson, National Sales Manager Ph: 520-770-2130

Tuesday, October 19, 2010

11:10 am	Stephanie arrives at Tucson International Airport on American Airlines Flight # 307
12:26 pm	Annette arrives at Tucson International Airport on United Airlines Flight # 6447
	Meet Joy in the baggage claim area.
1:15 pm	Lunch at Café Poca Cosa
	Both check in for one night compliments of the Hilton Tucson El Conquistador Resort
4:00 pm	Site & Dinner: **Hilton Tucson El Conquistador Golf & Tennis Resort** 10000 North Oracle Road, Tucson, AZ 85737 Ph: 520-544-5000 Fx: 520-544-1222 Contact: Joni Opperman, Sales Manager Ph: 619-255-3097 joni.opperman@hilton.com

Wednesday, October 20, 2010

7:30 am	Meet Joy in lobby
8:00 am	Breakfast & Site: **Loews Ventana Canyon Resort** 7000 N. Resort Drive, Tucson, AZ 85750 Ph: 520-299-2020 Fx: 520-299-4151 Contact: Gail Seawright, Director of National Accts Ph: 520-529-7915 gseawright@loewshotels.com

11:00 am Site & Lunch: **JW Marriott Starr Pass Resort**
3800 W. Starr Pass Blvd., Tucson, AZ 85745
Ph: 520-792-3500 Fx: 520-792-3351
Contact: Kimberly Bartlett, Destination Sales Exec Ph: 520-791-6075
Kimberly.bartlett@marriott.com

2:00 pm Both check in for one night compliments of the Ritz Carlton Dove Mountain

4:00 pm Site & Dinner: **The Ritz Carlton at Dove Mountain**
15000 W Secret Springs Dr, Marana, AZ 85658
Ph: 520-572-3000 Fx: 520-572-3012
Luci Whiteman, Sr Sales Mgr Ph: 520-908-6028
luci.whiteman@ritzcarlton.com

Thursday, October 21, 2010

9:52 am Annette departs Tucson International Airport on Frontier Airlines flight # 178
Transportation to the airport provided by the Ritz Carlton.

9:00 am Stephanie meets driver in lobby for transportation to the Tucson International Airport.
Transportation provided by the MTCVB. AAA Sedan Ph: 520-573-8152

11:50 am Stephanie departs Tucson International Airport on American Airlines flight # 2067

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I T I N E R A R Y

AMERICAN INSTITUTE OF ARCHITECTS OF ARIZONA
SUPER REGIONAL JOINT MEETING
TINA LITTERAL, HON. AIA, CAE
30 NORTH 3RD AVENUE #200
PHOENIX, AZ 85003

Lead #29593, 500 PL, 700 Total Room Nights
Bureau Contact: Pamela Traficanti (Metro Tucson CVB), National Sales Mgr.
Cell: 520-906-4512

Tuesday, October 5, 2010

11:00 am — Site and lunch with Christy
Hilton Tucson El Conquistador Golf & Tennis Resort
10000 N. Oracle Rd. Tucson, AZ 85737
Contact: Christy Tolman, Sr. Sales Manager
Phone: 520-544-1110

1:15pm — Site with Bryan
Westin La Paloma
3800 E. Sunrise Dr., Tucson, AZ 85718
Contact: Bryan Tubaugh, Sales Manager
Phone: 520-577-5861

2:45pm — Site with David
Loews Ventana Canyon Resort
7000 N. Resort Dr., Tucson, AZ 85750
Contact: David Brokaw, Nat'l Sales Manager
Phone: 520-529-7911

4:15pm — Site with Kerri
Back to Phoenix after site.
JW Marriott Starr Pass Resort & Spa
3800 W. Starr Pass Blvd., Tucson, AZ 85745
Contact: Kerri Dessel, Sr. Account Exec.
Phone: 520-791-6008

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I T I N E R A R Y

WESTERN CANDY CONFERENCE
NICOLE PUCH AND MARY PUCH (GUEST)
SUPERIOR MEETING SERVICES, KAREN KONRAD
CELL #480-390-3727

Lead #29621, March 21-25, 2012, 160 PL, 320 Total Room Nights, YFWB
Bureau Contact: Pamela Traficanti, Metro Tucson CVB, National Sales Mgr.
Work: 520-770-2150, Cell: 520-906-4512

Thursday, October 21, 2010

8:20 pm — Nicole and Mary arrive at the Tucson Int'l Airport ***American Airlines Flight #1519***
Hilton to provide transportation to the property for Nicole and Mary.
Note: One night, two rooms accommodation provided by the Hilton; one room, two double beds for Nicole and Mary and one room for Karen Konrad.
Karen's confroom# 3398510886; Nicole & Mary's conf # 3402171716

Friday, October 22, 2010

8:30am — Breakfast and site with Christy
Hilton El Conquistador Golf and Tennis Resort
10000 N. Oracle Rd. Tucson, AZ 85737
Contact: Christy Tolman, Sr. Sales Manager
Phone: 520-544-1110 /cell: 520-940-8046

12:00pm — Site and lunch with Bryan and Brooke Sauer, National Sales Mgr.
cell #520-401-3573 and Erica Federico, Convention Services Mgr from the Tucson CVB for Pamela to answer questions about Tucson etc…
Westin La Paloma Resort & Spa
3800 E Sunrise Drive, Tucson, AZ 85718
Contact: Bryan Tubaugh, Sales Manager
Phone: 520-577-5861 / cell: 520-343-7366

3:00pm — Site and dinner with David at the Flying V Restaurant
One night accommodations, two rooms provided by
Loews Ventana Canyon Resort
7000 N. Resort Dr. Tucson, AZ 85750
Contact: David Brokaw, National Sales Manager
Phone: 520-529-7911 / cell: 520-405-9604

Saturday, October 23, 2010

Karen will take Nicole and Mary to have breakfast then check out of Loews Ventana then site Sabino Canyon, DeGrazia Studios, La Encantada, etc.

10:45am Enterprise Rental Car delivered to Westin, meet at the rental car office near the Concierge desk in the resort lobby; pre arranged with Jill Longfellow, Enterprise, Inc. jill.a.longfellow@ehi.com , cell: 602-489-6898; **resv #89L6LX**

2pm Nicole to meet Bryan in lobby for a 2:30pm tee time,
Mary to relax at the spa or pool -TBD
One night accommodations, one room two beds provided by
The Westin La Paloma Resort & Spa
3800 E. Sunrise Dr. Tucson, AZ 85718

On own for the evening Desert Garden, J Bar or Janos available on property or explore the area.

Sunday, October 24, 2010

10:30am Site and brunch with Kim Bartlett for Leslie
JW Marriott Starr Pass Golf Resort
3800 W. Starr Pass Blvd., Tucson, AZ 85745
Contact: Kim Bartlett, Destination Sales Executive
Cell/Phone: 520-791-6045

One night accommodations, one room, two beds provided by
JW Marriott Starr Pass Resort & Spa
3800 W. Starr Pass Blvd. Tucson, AZ 85745
Nicole & Mary's conf room# 81244177
Afternoon & evening on own
Signature Grill, Catalina BBQ Co. or Primo Restaurant is available on property.

Monday, October 25, 2010

4:30am Leave resort and return rental car to the airport in designated rental car area which opens at 5am. American Airlines Flight #374 departing at 6am.

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ITINERARY

Glenna Fulks
Synthes North America

1690 Russell Rd Paoli, PA 19301 Ph: 610- 695-2485
October 2013 AON America 350 ppl, 2250 TRN YFWB-Resort * Lead to come
Bureau Contact: Joy Johnson, National Sales Manager Ph: 520-770-2130

Thurs, October 21, 2010

10:55 am	Glenna arrives at Tucson International Airport on American Airlines Flight # 3070
	Meet Joy in the baggage claim area.
11:30 am	Lunch at Café Poca Cosa
1:00 pm	Glass Blowing at Sonora Art Glass Academy
	Check in for two nights compliments of the Hilton Tucson El Conquistador Resort
7:00 pm	Dinner at Dos Locos

Friday, October 20, 2010

7:00 am	Meet Joy in lobby
8:00 am	Horseback riding
10:30 am	Site: **Hilton Tucson El Conquistador Golf & Tennis Resort** 10000 North Oracle Road, Tucson, AZ 85737 Ph: 520-544-5000 Fx: 520-544-1222 Contact: Joni Opperman, Sales Manager Ph: 619-255-3097 joni.opperman@hilton.com
11:30 am	Lunch

2:30 pm	Spa
6:00 pm	Dinner in town

Saturday, October 23, 2010

8:00 am	Depart for Tucson International Airport Transportation to the airport provided by the Hilton Tucson El Conquistador

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C59

I T I N E R A R Y

CONFERENCE

NORTH AMERICAN WILDLIFE ENFORCEMENT OFFICERS ASSOCIATION

KURT BAHTI, RANDY HANCOCK, STEWART KOHNKE, ROB YOUNG

13 HOG CANYON RD.

PATAGONIA, AZ 85624

Lead #29591, 500 PL, 1450 Total Room Nights
Bureau Contact: Pamela Traficanti (Metro Tucson CVB), National Sales Manager
Cell: 520-906-4512

December 14, 2010

11:24am — Randy arrives at Tucson International Airport on Southwest flight #2885
Kurt to pick up at the Airport, Stewart and Rob drive in from Phoenix all to meet at the Hilton El Conquistador Resort.

12:00noon — Lunch and site with Audra for Joni Opperman, Pamela will attend
Hilton El Conquistador Golf & Tennis Resort
10000 North Oracle Rd. Tucson, AZ 85737
Contact: Audra Barrios, EMM
Phone: 520-544-1109

3:30pm — All check into Loews Ventana for two nights evening on own
Two nights two room accommodations provided by
Loews Ventana Canyon Resort
7000 N. Resort Drive, Tucson, AZ 85750

December 15, 2010

8:30am — Breakfast and site with David
Loews Ventana Canyon Resort
7000 N. Resort Drive, Tucson, AZ 85750
Contact: David Brokaw, National Sales Mgr.
Phone: 520-529-7911

12:00noon — Lunch and site with Kerri
JW Marriott Starr Pass Resort & Spa
3800 W. Starr Pass Blvd. Tucson, AZ 85745
Contact: Kerri Dessel, Senior Acct. Exec.
Phone: 520-791-6008

Cont'd page 2

December 15, 2010

9:00am All check out and Randy is taken to the airport by Kurt for 11:45 am flight back to Denver.

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I T I N E R A R Y

Gary Blackburn, Chairman of the Board
Fleet Reserve Association

C55

Client Contact: Vickie Corder, HelmsBriscoe, 6122 Bartram Village Dr, Jacksonville, FL 32258 Ph: 904-268-0045
Lead #29721 September 2012 Fleet Reserve Association Meeting 600 ppl, 1315 TRN GENERAL
Bureau Contact: Brooke Sauer, National Sales Manager Ph: 520-770-2156, Cell 520-401-3573

Friday, December 3, 2010

Arriving on own in personal vehicle

10:00 am Site: **Hilton Tucson El Conquistador Golf & Tennis Resort**
10000 North Oracle Road, Tucson, AZ 85737
Ph: 520-544-5000 Fx: 520-544-1222
Contact: Joni Opperman Sales Mgr Ph: 619-255-3097
Joni.opperman@hilton.com

12:30 pm Lunch & Site: **Loews Ventana Canyon Resort (3ppl)**
7000 N. Resort Drive, Tucson, AZ 85750
Ph: 520-299-2020 Fx: 520-299-4151
Contact: Gail Seawright, Director of National Accts Ph: 520-529-7915
gseawright@loewshotels.com

Brooke & Susan Galjour to join for lunch

3:00 pm Site: **Westin La Paloma Resort & Spa**
3800 East Sunrise Drive Tucson, AZ 85718
Ph: 520-742-6000 Fx: 520-577-5887
Contact: Paul Canez, Sr Sales Mgr Ph: 520-577-5869
paul.canez@westin.com

On own for evening – has friends who live locally

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Leanne Grillo
Reos Partners

One Broadway Cambridge, MA 02142 Ph: 781-290-7656
Lead #29694 July 2011 Systems Thinking in Education Program 160 ppl, 590 TRN YFWB-Resort
Bureau Contact: Joy Johnson, National Sales Manager Ph: 520-770-2130

Monday, December 6,2010

1:32 pm	Leanne arrives at Tucson International Airport on Delta Airlines Flight # 2861 Meet Joy in the baggage claim area.
2:30 pm- 3:15 pm	Site: **Doubletree Hotel at Reid Park** 445 S Alvernon Way, Tucson, AZ 85711 Ph: 520-881-4200 Fx: 520-323-5223 Contact: Virginia Leavitt, Assoc DOS Ph: 520-323-5202 vleavitt@dtreidpark.com
4:00 pm- 5:00 pm	Desert Museum
5:30 pm	Check in for one night compliments of the Ritz Carlton at Dove Mountain

Tuesday, December 7,2010

7:30 am- 8:30 am	Personal Conference Call
8:30 am- 10:30 am	Breakfast & Site: **The Ritz Carlton at Dove Mountain** 15000 W Secret Springs Dr, Marana, AZ 85658 Ph: 520-572-3000 Fx: 520-572-3012 Dawn Benedict, DOS Ph: 520-572-3111 dawn.benedict@ritzcarlton.com

11:00 am- 1:00 pm	Personal Conference Call
1:00 pm	Meet Joy in lobby of the Ritz
1:30 pm- 3:30 pm	Lunch & Site: **Hilton Tucson El Conquistador Golf & Tennis Resort** 10000 North Oracle Road, Tucson, AZ 85737 Ph: 520-544-5000 Fx: 520-544-1222 Contact: Joni Opperman, Sales Manager Ph: 619-255-3097 joni.opperman@hilton.com
3:30 pm	Check in for one night compliments of the Hilton El Conquistador Resort

Wednesday, December 8, 2010

7:45 am	Meet Joy in lobby. Drive through La Encantada
8:15 am- 10:30 am	Breakfast & Site: **Westin La Paloma Resort & Spa** 3800 East Sunrise Drive Tucson, AZ 85718 Ph: 520-742-6000 Fx: 520-577-5887 Contact: Paul Canez, Sr Sales Mgr Ph: 520-577-5861 paul.canez@westin.com
10:30 am	Check in for one night compliments of the Westin La Paloma Resort

Thursday, December 9, 2010

TBD	Transportation to the airport provided
2:22 pm	Depart Tucson International Airport on Delta Airlines flight#1306

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Tucson

10/6/2010

At Saguaro National Park, you can marvel at the massive saguaro cacti that have come to symbolize the desert Southwest. (©BruceGriffin/Metropolitan Tucson Convention & Visitors Bureau)

Encircled by mountain ranges and bookended by the two units of Saguaro National Park, Tucson is Arizona's second-largest city, and for the vacationer it has everything that Phoenix has to offer, plus a bit more. There are world-class golf resorts, excellent restaurants, art museums and galleries, an active cultural life, and, of course, plenty of great weather. Tucson also has a long history that melds Native American, Hispanic, and Anglo roots. And with a national park, a national forest, and other natural areas just beyond the city limits, Tucson is a city that celebrates its Sonoran Desert setting.

At Saguaro National Park, you can marvel at the massive saguaro cacti that have come to symbolize the desert Southwest, while at the Arizona-Sonora Desert Museum (actually a zoo), you can acquaint yourself with the myriad flora and fauna of this region. Take a hike or a horseback ride up one of the trails that leads into the wilderness from the edge of the city, and you may even meet up with a few desert denizens on their own turf. Look beyond the saguaros and prickly pears, and you can find a desert oasis, complete with waterfalls and swimming holes, and, a short drive from the city, a pine forest that's home to the southernmost ski area in the country.

Founded by the Spanish in 1775, Tucson was built on the site of a much older Native American village, and the city's name comes from the Pima Indian word *chukeson*, which means "spring at the base of black mountain," a reference to the peak now known simply as "A Mountain." From 1867 to 1877, Tucson was the territorial capital of Arizona, but eventually the capital was moved to Phoenix. Consequently, Tucson did not develop as quickly as Phoenix and still holds on to some of its Hispanic and Western heritage.

Tucson has a history of valuing quality of life over development, which sets it apart from the Phoenix area. Back in the days of urban renewal, its citizens turned back the bulldozers and managed to preserve at least some of the city's old Mexican character. Likewise, today, in the face of the sort of sprawl that has given Phoenix the feel of a landlocked Los Angeles, advocates for controlled growth are fighting hard to preserve both Tucson's desert environment and the city's unique character. However, the seemingly inevitable sprawl has now ringed much of Tucson with vast suburbs, though as yet, the city is far from becoming another Phoenix.

The struggle to retain an identity distinct from other Southwestern cities is ongoing, and despite long, drawn-out attempts to breathe life into the city's core, downtown Tucson has little to offer visitors other than an art museum, a convention center, a few historic neighborhoods, and a couple of good restaurants. There are currently plans for a major downtown renaissance project known as Rio Nuevo that, it is hoped, will reinvigorate downtown Tucson.

Despite this minor shortcoming, Tucson remains Arizona's most beautiful and most livable city. With the Santa Catalina Mountains for a backdrop, Tucson boasts one of the most dramatic settings in the Southwest, and whether you're taking in the mountain vistas from the tee box of the 12th hole, the saddle of a palomino, or a table for two, I'm sure you'll agree that Tucson makes a superb vacation destination.

NBC26 Green Bay | www.nbc26.com

10/8/2010

Tucson

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Green Bay

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Tucson

10/11/2010 + 10/18/2010

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ARIZONA'S HOME PAGE

20 hotels in Arizona get 'green' distinction

by Michael Clancy - Dec. 3, 2010 02:49 PM
The Arizona Republic

Twenty Arizona hotels have earned a "green" designation from the state under a program rolled out in early January that awards points for meeting environmental criteria.

Created by the Arizona Hotel & Lodging Association and two state agencies, the Office of Tourism and the Department of Environmental Quality, the Green Hotel program considers various eco-friendly categories to rate hotels that submit applications.

Ten of the 20 hotels already certified are in the Valley.

Five more lodgings are close to certification.

The categories include areas such as kitchen, housekeeping and energy, with points given for various efforts.

For example, in the kitchen, a hotel can be rewarded for use of local foods, relationships with food-related charities and establishing a composting system. In housekeeping, points are awarded for use of environmentally friendly cleaning products. Under energy, hotels can score points based on the use of solar energy and high-efficiency appliances.

"We looked at other programs, and we adopted the best practices," said Debbie Johnson, president of the hotel association, which counts more than 250 lodgings as members.

She said the group wanted to have a system that was tangible and easy to measure. Its checklist offers more than 100 steps in 15 categories that properties can take to earn points, with 150 points qualifying for green certification.

Certification is good for two years, and to remain certified, properties must increase their efforts.

Sherry Henry, director of the Arizona Office of Tourism, said the program was one of the best in the country.

Benjamin Grumbles, director of the Department of Environmental Quality, said the Green Hotel program represented a comprehensive commitment to saving energy and water.

"This is above and beyond what is required by law or government," he said. "We get real progress when people and businesses do more than they are required to do."

Still, the program has shortcomings. It does not address transportation to and from

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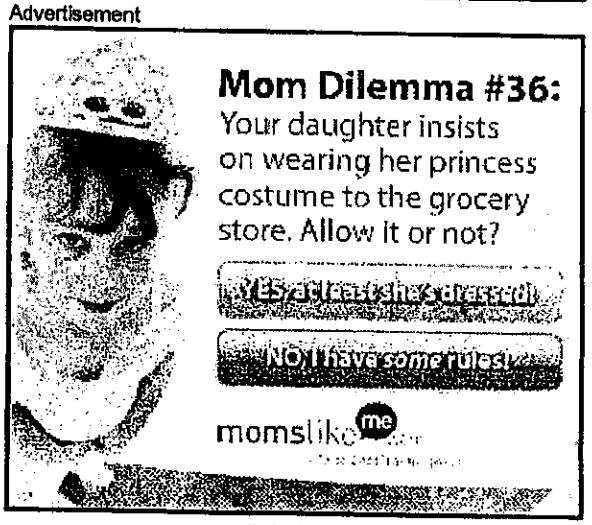

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ARIZONA'S HOME PAGE

properties, it appears to offer more opportunities for larger hotels to score well and it is self-scored. Independent checks of properties are expected as the program develops.

Stephanie Dowling, who represents one of the top-scoring hotels so far, the Westin Kierland, said that hotels could save money by following sound environmental practices without compromising the visitor experience.

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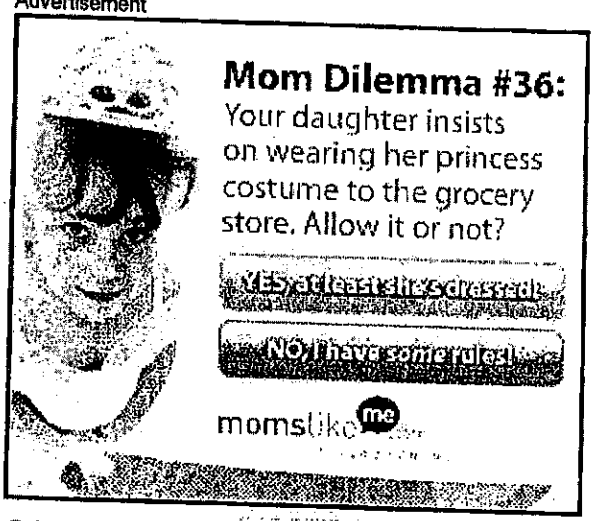

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More on this topic

Green hotels

These lodgings were certified under the state's "Green Hotel" program:

- Arizona Grand Resort, Phoenix.
- Best Western Royal Sun Inn & Suites, Tucson.
- Cat Mountain Lodge, Tucson.
- Enchantment Resort, Sedona.
- Fairmont Scottsdale.
- Havasu Dunes Resort, Lake Havasu City.
- Hilton El Conquistador Golf & Tennis Resort, Tucson.
- Hilton Garden Inn Phoenix/Avondale.
- Hotel Valley Ho, Scottsdale.
- Loews Ventana Canyon Resort, Tucson.
- Pointe Tapatio Cliffs Resort, Phoenix.
- Royal Palms Resort and Spa, Phoenix.
- Scottsdale Camelback Resort.
- Sedona Rouge.
- Tempe Mission Palms Hotel.
- Phoenician, Phoenix.
- Westin Kierland Resort and Spa, Phoenix.
- Westin La Paloma, Tucson.
- Wyndham Sedona.
- Westward Look Resort, Tucson.

Source: Arizona Hotel & Lodging Association.

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Oro Valley Spring Festival of the Arts

Category: Festivals & Fairs

When: Saturday, February 19, 2011 9:00 am
Add to Calendar

Where: Oro Valley Marketplace
Corner of Oracle/Tangerine Roads
Tucson, AZ

How: Official Website

Cost: Free

Submitted by: Matt B. See all of Matt B.'s events »

Add A Photo

What/Why:
The Spring Oro Valley Festival of the Arts. February 19 and 20 is held in the beautiful and bustling Oro Valley Marketplace in the town of Oro Valley, an upscale community just minutes north of Tucson. The festival features a large variety of works by some of the regions finest artisans and craftsmen.

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Richard "Rick" C says: 12/15/2010

Is this the art fair that is usually held at Riverside Park?

Page Top

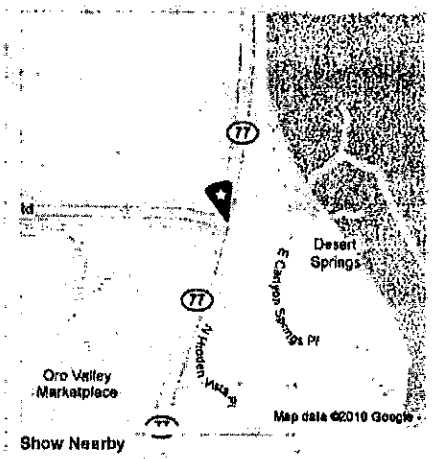
Are You Interested?

Respond

Who's in? 3 responses

C C. Richard C. Matt B.

Sounds Cool



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Thousands Cycled in the 2010 El Tour de Tucson

By Sylvia Somerville
Last Updated Nov 25, 2010, Published Nov 22, 2010

Nearly 9,000 cyclists converged upon Tucson, Arizona, on November 20, 2010, to participate in one of the most popular cycling events in the country.

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Biking enthusiasts from across the U.S.A. pedaled in El Tour de Tucson, the 29th annual biking mega-event in Tucson, Arizona. The area's sunny skies, balmy weather (in the low 70s) and desert terrain were big draws for the November 20, 2010 tour — the largest participatory event in southern Arizona.

Joe Crane drove in from Douglasville, Georgia, to take part in the century division, a 109-mile course and the most popular ride of the tour. He began cycling for his health a few years ago but has come to love the sport so much that he has clocked in 6,300 miles on his bike this year. Not all riders in El Tour de Tucson were veterans, however. For many, like Mark Hunter of Chandler, Arizona, and Karina Godoy of Oro Valley, Arizona, this was their first big race.

Marcotte and Allar Finish First in El Tour de Tucson

Thirty-year-old Eric Marcotte from Munds Park, Arizona, was the first person to finish the race. Marcotte hammered the 109-mile course in 04:32:34, averaging 23.9 miles an hour. The top female rider was Erica Allar, a 25-year-old cyclist from Charlotte, North Carolina. She finished the race two minutes behind Marcotte (04:34:28).

Marcotte pulled ahead of nearly 3,400 bikers in the century ride — 3,316 single riders and 72 tandem cyclists. Although most were in their 20s, 30s and 40s, there were a handful of teens and some seniors. The youngest participant was 13, Ethan Seaver from Albuquerque, New Mexico; the oldest cyclists were 79, including John and Elizabeth Melville from Oro Valley, AZ, who crossed the finish line on a tandem bike.

The race began at 7 a.m. By mid-afternoon most of the riders had completed the circuit, but the race was not officially over until 6 p.m. Along the route, locals cheered the cyclists on, and family members and friends were at the ready with cold water, power bars, energy gels and fruit.

Not all participants rode traditional bikes. Some chose to race on elliptical machines hoisted upon a base, several preferred recumbent bicycles or rode on folding bicycles. There was even a unicycle.

3,000 Cyclists Rode in El Tour de Tucson's Shorter Divisions

Images

Besides the century, there were three shorter rides in the 2010 tour — a 79-mile, a 66-mile and 40-mile route. An additional 2,929 cyclists crossed the finish line in these races.

All of the proceeds from entry fees, sponsorships and donations will go to support charitable organizations. In 2009 the event raised nearly $2 million dollars.

Published in: bike racing outdoor & recreation 2010 el tour de tucson cycling events bike racing outdoor recreation annual events in tucson

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MLB Cactus League Spring Training 2009 and 2010

Tucson Arizona Holiday Family Favorite Events

Mark Cavendish

CISION Media Monitoring Print

Meetings West

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Account: 264000
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Pub Num: 12I-300
Section/Page: PRS 54
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Metropolitan Tucson CVB

GENERAL DESCRIPTION

Tucson—rich in resources, limitless in opportunity

Surrounded by majestic saguaro forests and dramatic mountain peaks, Tucson embodies the beauty of the Southwest and the amenities of a thriving city. Tucson's diversity and blend of Mexican, Native American and modern culture make us the best place to experience the real Arizona.

Not only will Tucson captivate you with our breathtaking scenery, exceptionally mild temperatures and climate, luxurious resorts and meeting spaces, challenging high desert golf, exquisite mouthwatering cuisine, and uniquely Southwestern attractions that other destinations cannot match, we give meeting planners and groups one more reason to choose Tucson.

By booking future meetings in Tucson with a two-night minimum in 2011 and 2012, you qualify for credits to your master account. Triple your savings by booking three years and your savings can reach $30,000. Visit www.TucsonOnUs.com for details.

ACCOMMODATIONS

Tucson delivers value and luxury. With no shortage on lush desert luxury and impeccable service, Tucson is home to many of the world's best hotels and resorts that provide perfect facilities and square footage for on-site meetings. Hilton Tucson El Conquistador Golf and Tennis Resort, Loews Ventana Canyon Lodge at Ventana Canyon and The Westin La Paloma Resort and Spa are nestled in the foothills of the Santa Catalina Mountains and are complemented by intimate surroundings. Omni Tucson National Resort, with its sweeping mountain views, for decades has hosted prestigious PGA events where legendary champions battled for glory.

Our newest luxury property The Ritz-Carlton, Dove Mountain, host to the World Golf Championships-Accenture Match Play Championship, is situated in the foothills of the Tortolita Mountains and blends naturally among our most noble saguaros. JW Marriott Starr Pass Resort and Spa, the largest property and truly an eco-resort, also draws on the beauty of its mountainous location.

Elegant and charming, Westward Look Resort, with its secluded feel, offers meeting attendees some of the best views of city lights. With panoramic views overlooking the Santa Cruz River Valley, Esplendor Resort at Rio Rico blends the old Southwest with state-of-the-art conveniences.

MEETING FACILITIES

Meeting space that marvels. Whether you're looking to host an intimate retreat, several hundred people at one of our world-class resorts or expecting an even larger crowd that demands convention center space, we have the perfect venue. The average square footage of available indoor meeting space for our featured resorts is 44,000. The JW Marriott Starr Pass Resort, with 88,000 square feet, has one of the largest ballrooms and Westin La Paloma and Loews Ventana Canyon accommodate banquets of up to 1,000 guests. Tucson's dramatic skyline and sunsets create unforgettable outdoor settings at any of our resort properties, and give meeting attendees an experience to remember.

RECREATION

Experience real Southwest adventure. Tucson is the place to be if your group is into exploring rugged canyons, saddling up for a sunset ride on horseback or day-tripping into Southern Arizona. If you'd rather spend your free time kicking back by the pool, relaxing at the spa, or playing mile after mile of legendary golf, it's just a few steps from your hotel room.

GETTING THERE

Travel with ease. Tucson International Airport is one stop away from more than 200 U.S. locations. Nonstop flights are offered from 15 major cities and direct service is offered from 25 destinations. Short security lines and proximity to ticket counters, gates and baggage claim provide a refreshingly smooth arrival and departure.

CVB SERVICES

Planning is a breeze. Experience the convenience of the Metropolitan Tucson CVB as we help you find the absolute best venue. Our sales team will assist you in booking the perfect space and room reservations, connect you to exceptional suppliers, and assist with transportation, destination collateral and convention services, all of which will ensure your meetings run smoothly—at no cost to you. Ask about our social responsibility initiatives. We will make it happen. (800) 638-8350 x 134.

Contact

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Meetings West

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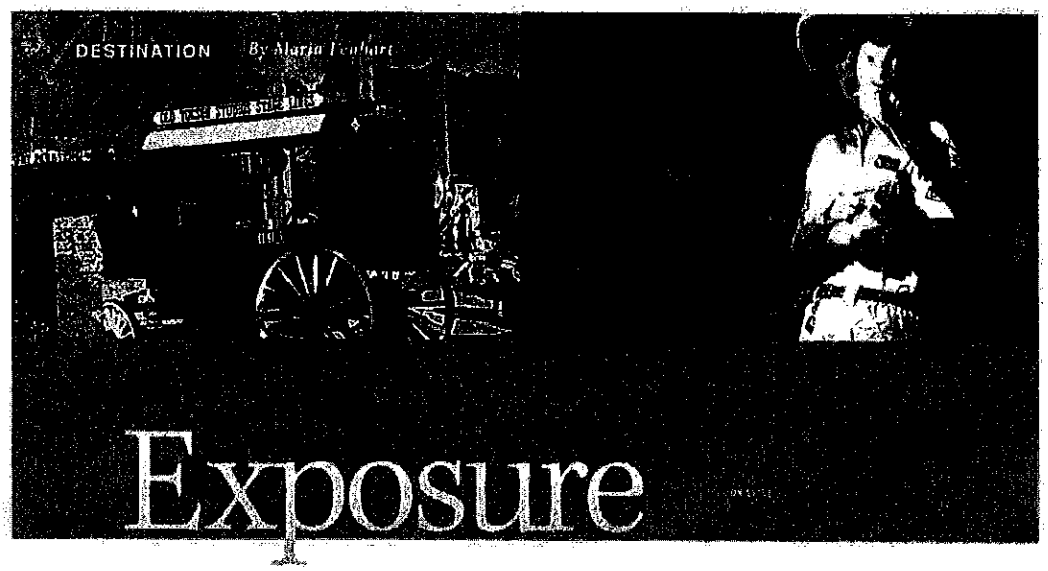


Exposure

Essential Southern Arizona experiences are close at hand

FEW REGIONS PROVIDE MORE of a "sense of place" than Southern Arizona. Less developed than other major desert destinations, the region is where the spirit of the Old West remains a living legacy and where spectacular desert and mountain landscapes are never far from sight.

Experiencing the natural and cultural essence of the region, even when constrained by a time-sensitive meeting agenda, is not difficult for attendees to do. A wealth of venues, activities and natural wonders reflecting the essence of the Southwest are within easy reach.

For instance, attendees based at resort hotels in the Tucson area will find themselves literally just steps away from pristine wilderness areas, according to Graeme Hughes, director of convention sales for the Metropolitan Tucson CVB.

"Immediate access to the natural environment is where Tucson differs from a lot of other Southwest destinations," he says. "Here there are mountains in all directions. If you're staying at Loews Ventana Canyon, there's a National Forest trailhead right off the parking lot. The JW Marriott Starr Pass borders Tucson Mountain Park. The new Ritz-Carlton, Dove Mountain borders the Tortolita Preserve—you can walk out of your guest room and get onto the Wild Burro trail."

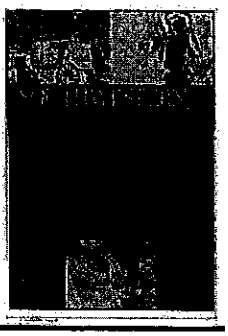
Marilyn McIver, general manager of Southwest Conference Planners, a local DMC, adds that the Tucson area provides attendees with opportunities for "cultural immersion" that is rivaled by few other destinations.

"I've worked in Scottsdale and the California desert—those are new places. Tucson is old. It has the most amazing history of any place I've ever lived," she says. "People come here looking for a real Western experience. The architecture, the culture and the landscape all reflect it."

And yet while the interest visitors have in Tucson's Old West heritage remains constant, Hughes notes that the ways for groups to experience it are constantly evolving.

"It used to be that meetings here follow a traditional pattern—opening with a Mexican fiesta with mariachi music and closing with a steak fry," he says. "These events are still popular, but there's been a whole sort of emergence outside of that. For instance, the steak fry is more likely to be combined with a cattle drive or some other ranch experience."

Unquestionably the best place to experience the flora and fauna of the Tucson region is its No. 1 visitor attraction, the Arizona-Sonora Desert Museum (www.desertmuseum.org). The museum, an active participant in wildlife recovery programs, is the place to see thousands of plant and wildlife species, some of them rare or endangered, native to the Southwest.



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Set on 100 acres, the mostly open-air museum offers such intriguing features as a walk-through hummingbird aviary, rocky habitats for mountain lions and bighorn sheep, a cactus garden and a huge collection of fossils, gems and minerals from the desert. Possible activities include behind-the-scenes tours with an animal keeper and birds of prey flight demonstrations.

Desert garden vistas are a focal point of many function spaces at the museum, including the Baldwin Education Building with its glass panel wall opening onto an outdoor balcony. Other venues include the 270-seat Warren Theater, the tree-shaded Taylor Plaza and the Ocotillo Cafe, which offers both indoor and outdoor dining.

Even when attendees lack the time to visit the museum, they can still experience some of what it offers.

"If a group is having an intensive meeting and just can't get away, the Arizona-Sonora Desert Museum will come to them—sending docents and wildlife to the hotel," Hughes says. "Groups can have a break on the patio, with an owl or a tarantula in attendance."

Stargazing is another example of natural phenomena that can be enjoyed at the meeting site.

"Astronomy is very big in Tucson, which has outstanding research facilities," Hughes says. "We frequently work with the Tucson Arizona Amateur Astronomers Association (www.tucsonastronomy.org) to get astronomers to come out to a poolside reception with high-powered telescopes that can zoom in on a planet or constellation."

The recently discovered Kartchner Caverns (www.azstateparks.com), a stunning limestone cave about 90 minutes outside of Tucson, is fast becoming one of the region's most popular natural attractions. For groups who can spare the time, an excursion out to take the one-and-half-hour guided tour of the stalactite caverns is well worth it, according to McIver.

"It's very pristine and beautifully preserved—one of the most unique and incredible places I've ever been to," she says. "The guides do a great job."

When it comes to experiencing the Old West, nothing fits the bill quite like a ranch venue. Fortunately, the Tucson area boasts an amazing diversity of group-friendly ranches, everything from dude ranches catering to corporate retreats to working cattle ranches that invite attendees to come along for the ride.

"The deal here is how Western do you want to be?" McIver says. "You can be at a beautifully manicured dude ranch that provides a kind of gentle approach. Or you can get down and dirty and do a cattle drive."

One of the most versatile ranch venues is Cocoraque Ranch and Pavilion (www.cocoraque.com), a century-old working cattle ranch set on 16,000 acres just outside of Tucson. The ranch caters to groups with facilities that include a large events pavilion in a desert setting and offers activities such as cattle drives, Western games and customized rodeos.

"Groups can leave the hotel about 2 p.m. and go on a horseback or wagon ride or do a cattle drive and arrive back at the ranch for a barbecue by dusk," Hughes says of Cocoraque. "With the cattle drive, you're actually helping move the cattle across, but the guides are very adept at keeping things from being too challenging. And you're riding along the mountain ridges and among the saguaros—it's a classic Western landscape where a lot of movies were filmed."

To really get a sense of being in a Western movie, there's no place like Old Tucson Studios (www.oldtucson.com), a theme park and set location for more than 300 famous Western movies and TV shows, including *Little House on the Prairie*, *Bonanza* and the 1956 film classic *Gunfight at the OK Corral* with Bert Lancaster and Kirk Douglas. Costumes, including a dress worn by Laura Ingalls in *Little House on the Prairie*, and other memorabilia from the shows and films are on display.

Built as a movie set in 1939 and expanded over the years, Old Tucson Studios is a ready-made backdrop for Western-themed events, complete with gunfight re-enactments and saloon hall musicals. An extensive program of team-building activities includes the chance for teams to produce and star in their own Western movie, learn what it takes to be a stunt double or participate in a City Slicker Rodeo.

According to incentive planner Joe Jeanette, senior vice president of Creative Group, Old Tucson's filmmaking option went over big during a recent annual sales meeting.

"If you're looking for a customized and 'wow' activity, there's no better fit than Old

Happenings

GREATER TUCSON

- The Pascua Yaqui Tribe recently broke ground on a $98 million property next to **Casino Del Sol** (520.838.6737; www.casinodelsol.com). **The Sol Casino Hotel and Convention Center**, set for completion in fall 2011, will offer 215 guest rooms, a conference center with a 14,000-square-foot ballroom and a full-service spa.
- Although currently on hold, there are plans to expand the **Tucson Convention Center** (520.791.4101; www.ci.tucson.az.us) and to construct a 525-room Sheraton-branded convention headquarters hotel. Plans call for a 35,000-square-foot exhibition hall expansion and 25,000 square feet of new meeting space at the center.
- **The Ritz-Carlton, Dove Mountain** (520.572.3000; www.ritzcarlton.com) opened last year outside of Tucson. It features 250 guest rooms, three ballrooms, a Jack Nicklaus Signature golf course and 45,000-square-foot club, and a 17,000-square-foot spa and fitness center.
- Renovations were completed at the **Palo Verde Inn & Suites** (520.294.5250; www.paloverdeinn.com) earlier this year, which included a redo of the guest rooms and pool area and the addition of a new boardroom and terrace available for small outdoor events.
- **Lodge on the Desert** (520.320.2000; www.lodgeonthedesert.com) completed a $15 million overhaul and expansion last year. Upgrades to the historic property included renovations of the 35 original guest rooms, as well as the addition of 103 new guest rooms, including 13 suites.
- **Omni Tucson National Resort** (520.297.2271; www.tucsonnational.com) completed a $30 million renovation last year. Improvements include newly remodeled guest rooms and meeting space, the all-new 1,054-square-foot Cypress Salon and the new Bob's Steak & Chop House.
- **Tubac Golf Resort and Spa** (520.398.2211; www.tubacgolfresort.com) recently underwent a $40 million renovation, which included upgrades to its 98 guest rooms and the new Geronimo Conference Center, with 7,000 square feet of meeting space.

YUMA

- The 150-room **Hilton Garden Inn Yuma/Pivot Point** (928.783.1500; www.hilton.com) opened last year. It sits adjacent to the 20,000-square-foot Pivot Point Conference Center and offers complimentary Wi-Fi, a 24-hour business center, a full-service restaurant and four meeting rooms.
- **Quechan Casino Resort** (760.572.3900; www.playqcr.net) recently opened just over the California border six miles west of downtown Yuma. The $200 million resort includes 166 guest rooms, a 20,000-square-foot events center and a 30,000-square-foot casino.

DESTINATION Southern Arizona

continued from page 62

Tucson Studios when in Tucson, Arizona," he says. "The end result was a customized team-building movie-making experience, followed by a high-end cowboy party that exceeded our clients' and program participants' expectations."

A real place that was featured in many Western movies, and what is referred to in both versions of the film *3:10 to Yuma*, is southwestern Arizona's Yuma Territorial Prison State Historic Park (www.pr.state.az.us). It offers a glimpse of life in the Old West's most notorious prison.

The stone walls and iron-gated cells, where over 3,000 prisoners were incarcerated between 1876 and 1909, are the focal point of the park, which also includes a museum and spacious grounds with picnic facilities for up to 1,000 people. A full calendar of special events includes Old West reenactments on every Sunday from October through April.

Aviation history, both commercial and military, is the focus of the Pima Air & Space Museum (www.pimaair.org), an 80-acre complex in Tucson displaying over 300 aircraft dating back to the very beginnings of flight. Indoors, the museum accommodates groups of up to 700 for theme parties in massive hangars where the historic aircraft are on display.

According to McIver, the facilities and exhibits are only part of what makes the museum a "profound experience" for attendees.

"What really moves people about the museum are the docents, many of whom are the war vets who actually flew some of the planes," she says. "They tell their personal stories, making you cognizant of the prices that were paid." MW

Search for detailed information about CVBs, hotels and meeting facilities in Southern Arizona by visiting our website at www.meetingsfocus.com.

CVB Contacts

Metropolitan Tucson CVB
520.770.2143
www.visittucson.org

Yuma Visitors Bureau
928.376.0100
www.visityuma.com

Meetings Focus.com

Item #: D.

Town Council Regular Session

Date: 03/16/2011

Requested by: Wendy Gomez, Budget and Management Analyst

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2010/11 Financial Update Through January 2011

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

General Fund

Attachment B shows General Fund revenues and expenditures through January as well as year-end estimates for each category. Through January, revenue collections totaled $13,659,810 and expenditures totaled $13,993,658.

The estimated **year-end** projections in the General Fund are as follows:

Revenues	$24,389,904
Expenditures	25,307,541
Estimated Operating Deficit	**($ 917,638)**

General Fund Revenues

- Revenues through January total $13,659,810, which represents 52.1% of the budgeted FY 2010/11 revenues
- Revenues are estimated to come in under budget by about $1,830,000, or by about 7%, primarily due to the continued slowdown in construction activity and lagging construction sales taxes
- Although the distribution by revenue category has changed, the total amount of General Fund revenues projected for this fiscal year are less than what was collected in FY 2005-2006

General Fund Major Revenue Categories

Local Sales Tax

- Fiscal year to date General Fund collections are $6,401,085 (roughly 3% less than FY 2009/10 through January)
- Estimated to come in 9.7% below budget due to reduced construction sales tax collections

State-Shared Revenues

- Income Tax - fiscal year to date is $2,237,032 (25% decrease from FY 2009/10 through January)
- Sales Tax - fiscal year to date is $1,662,556 (roughly flat to FY 2009/10 through January)

- Vehicle License Tax - fiscal year to date is $876,539 (9% decrease from FY 2009/10 through January)

General Fund Expenditures

- Expenditures through January total $13,993,658, which represents 52.7% of the budgeted FY 2010/11 expenditures
- Expenditures are estimated to come in under budget by about $1,250,000, or by about 4.7%
- Expenditure savings represent vigilant budget monitoring by departments, and **includes the additional $358K in savings identified at the February 23rd budget study session.**

See attachment B for additional detail on the General Fund, and attachments C through E for the Highway, Bed Tax, and Public Transportation Funds. See Attachment F for the monthly financial dashboard.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

Link: Attachment A - Summary

Link: Attachment B - General Fund

Link: Attachment C - Highway Fund

Link: Attachment D - Bed Tax Fund

Link: Attachment E - Transit Fund

Link: Attachment F - Dashboard 1 of 2

Link: Attachment F - Dashboard 2 of 2

ATTACHMENT A

January 2011 Monthly Financial Report

Revenues

Fund	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
General	$ 13,659,810	$ 26,215,984	52.1%	$ 24,389,904	-7.0%
Highway	$ 1,857,206	$ 3,797,842	48.9%	$ 3,351,438	-11.8%
Bed Tax	$ 63,458	$ 270,569	23.5%	$ 253,513	-6.3%
Transit	$ 160,712	$ 454,845	35.3%	$ 425,970	-6.3%

Expenditures

Fund	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
General	$ 13,993,658	$ 26,560,334	52.7%	$ 25,307,541	-4.7%
Highway	$ 1,547,358	$ 4,105,231	37.7%	$ 3,975,872	-3.2%
Bed Tax	$ 161,096	$ 358,869	44.9%	$ 380,146	5.9%
Transit	$ 254,611	$ 482,320	52.8%	$ 535,074	10.9%

	Surplus/(Deficit)			Fund Balance	
Fund	YTD	Budgeted	Year End Estimate	Budgeted	Year End Estimate
General	$ (333,848)	$ (344,350)	$ (917,638)	$ 10,620,363	$ 9,417,212 *
Highway	$ 309,849	$ (307,389)	$ (624,434)	$ 3,772,144	$ 3,414,468
Bed Tax	$ (97,638)	$ (88,300)	$ (126,633)	$ 987,870	$ 862,912
Transit	$ (93,898)	$ (27,475)	$ (109,104)	$ 54,532	$ 26,932

* Represents 37.2% of General Fund year-end estimated expenditures

ATTACHMENT B

January YTD Financial Status

FY 2010/2011

General Fund

% Budget Completion through January --- 58.3%

FINANCING SOURCES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
REVENUE:					
LOCAL SALES TAX	6,249,060	12,464,250	50.1%	11,156,458	-10.5%
BED TAX ALLOCATION	294,180	600,000	49.0%	610,000	1.7%
(allocation from Bed Tax Fund to Gen Fund)					
LICENSES & PERMITS	484,535	1,276,510	38.0%	923,713	-27.6%
FEDERAL GRANTS	405,196	881,239	46.0%	811,956	-7.9%
STATE GRANTS	126,430	145,700	86.8%	230,543	58.2%
STATE/COUNTY SHARED	4,776,127	8,360,415	57.1%	8,360,415	0.0%
OTHER INTERGOVERNMENTAL	158,843	607,781	26.1%	600,281	-1.2%
CHARGES FOR SERVICES	562,611	1,021,715	55.1%	912,777	-10.7%
FINES	118,797	195,000	60.9%	203,768	4.5%
INTEREST INCOME	13,356	151,374	8.8%	22,909	-84.9%
MISCELLANEOUS	103,674	145,000	71.5%	190,084	31.1%
OTHER FINANCING SOURCES	367,000	367,000	100.0%	367,000	0.0%
TOTAL FINANCING SOURCES	**13,659,810**	**26,215,984**	**52.1%**	**24,389,904**	**-7.0%**

FINANCING USES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate *	% Variance to Budget
EXPENDITURES:					
COUNCIL	144,742	220,610	65.6%	200,610	-9.1%
CLERK	213,742	378,581	56.5%	374,081	-1.2%
MANAGER	474,992	974,906	48.7%	886,881	-9.0%
HUMAN RESOURCES	253,936	484,189	52.4%	455,657	-5.9%
FINANCE	395,730	727,613	54.4%	721,613	-0.8%
INFORMATION TECHNOLOGY	656,407	1,120,106	58.6%	1,098,106	-2.0%
GENERAL ADMINISTRATION	1,550,269	3,458,898	44.8%	3,278,869	-5.2%
LEGAL	396,154	842,785	47.0%	750,785	-10.9%
COURT	401,402	753,772	53.3%	744,922	-1.2%
DEV & INFRASTRUCTURE SVCS	1,576,666	3,084,586	51.1%	2,713,161	-12.0%
PARKS, REC, LIBRARY, & CULT RSCS	1,653,124	2,947,715	56.1%	2,886,705	-2.1%
POLICE	6,276,494	11,566,573	54.3%	11,196,151	-3.2%
TOTAL FINANCING USES	**13,993,658**	**26,560,334**	**52.7%**	**25,307,541**	**-4.7%**
SURPLUS/(DEFICIT)	**(333,848)**	**(344,350)**		**(917,638)**	

*Year-end estimated department expenditures are very preliminary and subject to further revision.

January YTD Financial Status

FY 2010/2011

Highway Fund

% Budget Completion through January --- 58.3%

FINANCING SOURCES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
REVENUE:					
LOCAL SALES TAX	171,507	630,188	27.2%	398,807	-36.7%
LICENSES & PERMITS	25,961	50,192	51.7%	50,192	0.0%
STATE GRANTS	124,532	317,000	39.3%	145,689	-54.0%
STATE/COUNTY SHARED	1,486,554	2,669,767	55.7%	2,669,767	0.0%
INTEREST INCOME	5,535	53,205	10.4%	9,493	-82.2%
MISCELLANEOUS	5,317	12,686	41.9%	12,686	0.0%
OTHER FINANCING SOURCES	37,802	64,804	58.3%	64,804	0.0%
TOTAL FINANCING SOURCES	**1,857,206**	**3,797,842**	**48.9%**	**3,351,438**	**-11.8%**

FINANCING USES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
EXPENDITURES:					
ADMINISTRATION	407,413	1,029,154	39.6%	1,017,154	-1.2%
TRANSPORTATION ENGINEERING	296,610	1,285,320	23.1%	1,251,025	-2.7%
PAVEMENT MANAGEMENT	106,113	201,893	52.6%	201,893	0.0%
STREET MAINTENANCE	463,583	954,481	48.6%	873,317	-8.5%
TRAFFIC ENGINEERING	273,639	634,383	43.1%	632,483	-0.3%
TOTAL FINANCING USES	**1,547,358**	**4,105,231**	**37.7%**	**3,975,872**	**-3.2%**
SURPLUS/(DEFICIT)	**309,849**	**(307,389)**		**(624,434)**	

ATTACHMENT D

January YTD Financial Status *FY 2010/2011*

Bed Tax Fund

% Budget Completion through January --- 58.3%

FINANCING SOURCES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
REVENUE:					
BED TAXES	356,504	861,569	41.4%	861,569	0.0%
less allocation to General Fund	(294,180)	(600,000)	49.0%	(610,000)	1.7%
INTEREST INCOME	1,134	9,000	12.6%	1,944	-78.4%
TOTAL FINANCING SOURCES	**63,458**	**270,569**	**23.5%**	**253,513**	**-6.3%**

FINANCING USES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
EXPENDITURES:					
ECONOMIC DEVELOPMENT	161,096	358,869	44.9%	380,146	5.9%
TOTAL FINANCING USES	**161,096**	**358,869**	**44.9%**	**380,146**	**5.9%**
SURPLUS/(DEFICIT)	**(97,638)**	**(88,300)**		**(126,633)**	

ATTACHMENT E

January YTD Financial Status *FY 2010/2011*

Public Transportation Fund

% Budget Completion through January --- 58.3%

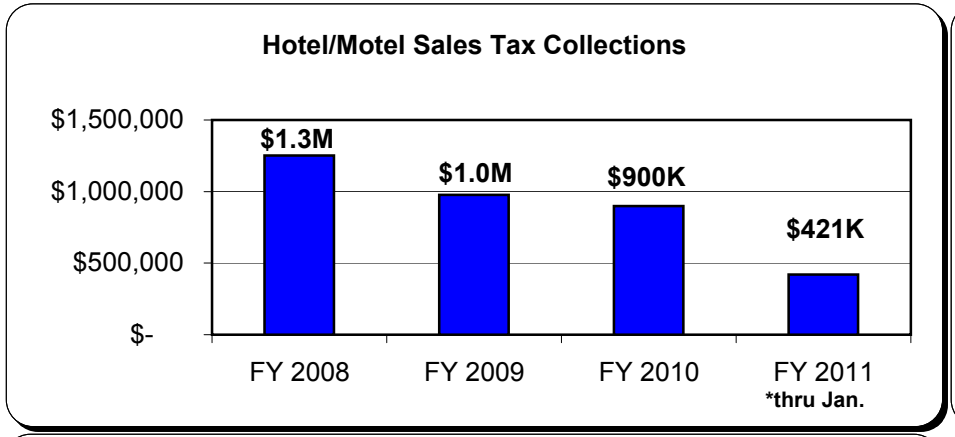
FINANCING SOURCES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
REVENUE:					
RTA REIMBURSEMENT	-	-	0.0%	74,762	0.0%
STATE GRANTS (LTAF)	-	-	0.0%	34,944	0.0%
CHARGES FOR SERVICES	26,643	34,545	77.1%	50,400	45.9%
INTEREST INCOME	102	1,800	5.6%	174	-90.3%
MISCELLANEOUS	634	18,500	3.4%	634	-96.6%
TRANSFER FROM GEN FUND	133,333	400,000	33.3%	265,056	-33.7%
TOTAL FINANCING SOURCES	**160,712**	**454,845**	**35.3%**	**425,970**	**-6.3%**

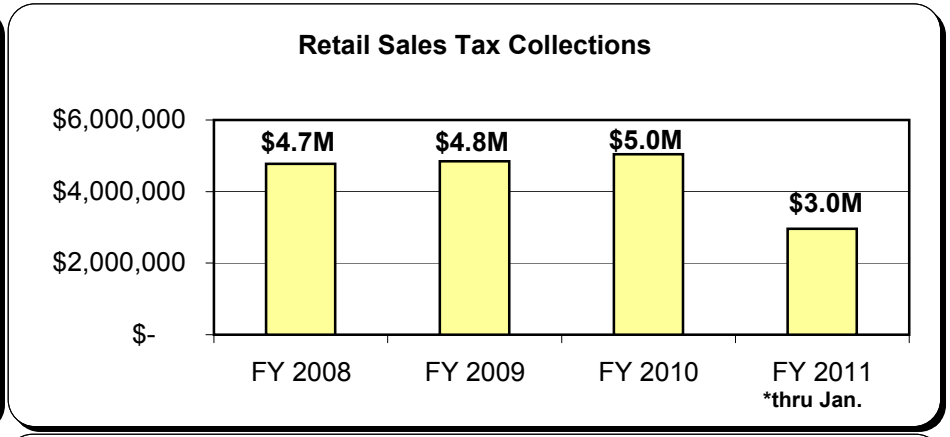
FINANCING USES	Actuals thru 01/2011	Budget	% Actuals to Budget	Year End Estimate	% Variance to Budget
EXPENDITURES:					
PUBLIC TRANSIT	254,611	482,320	52.8%	535,074	10.9%
TOTAL FINANCING USES	**254,611**	**482,320**	**52.8%**	**535,074**	**10.9%**

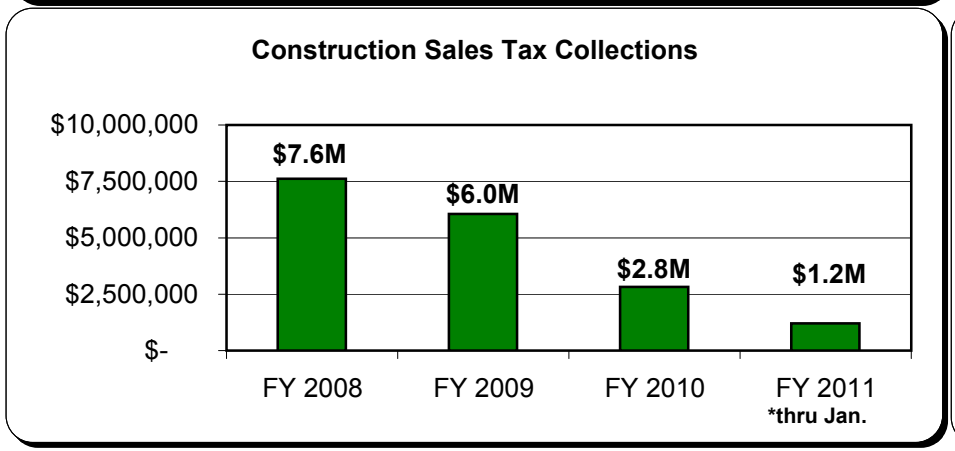
SURPLUS/(DEFICIT)	**(93,898)**	**(27,475)**	**(109,104)**

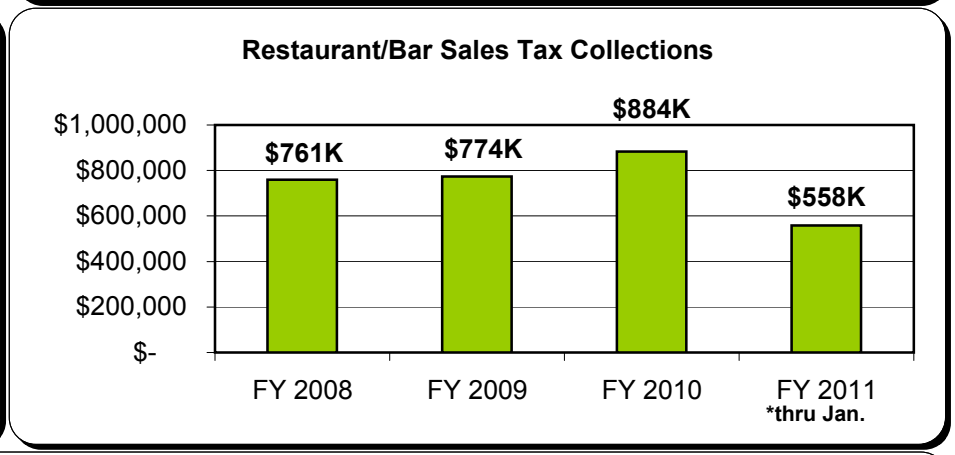
Town of Oro Valley
Financial Dashboard
Historical Annual Totals

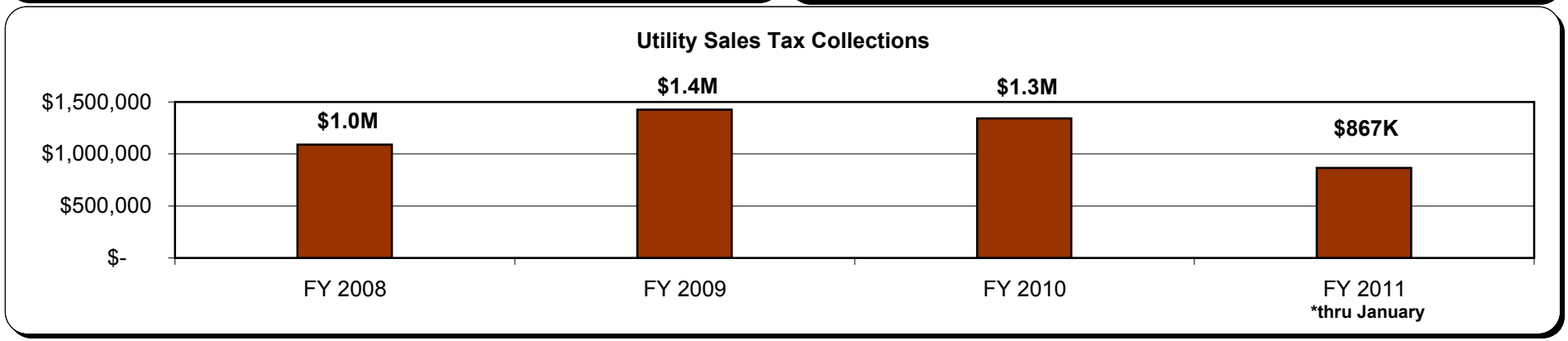
ATTACHMENT F











Town of Oro Valley
Financial Dashboard
Historical Annual Totals

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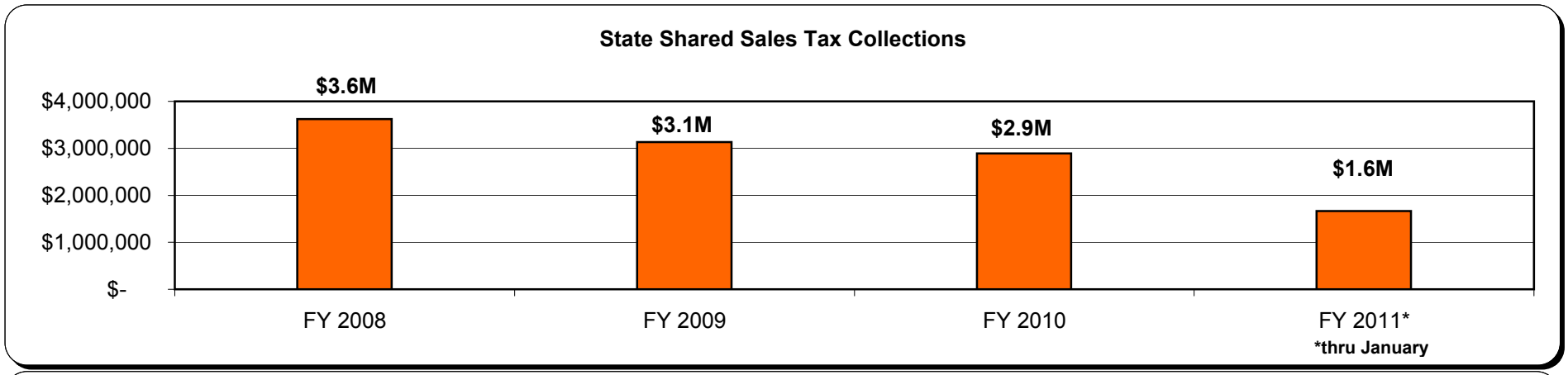

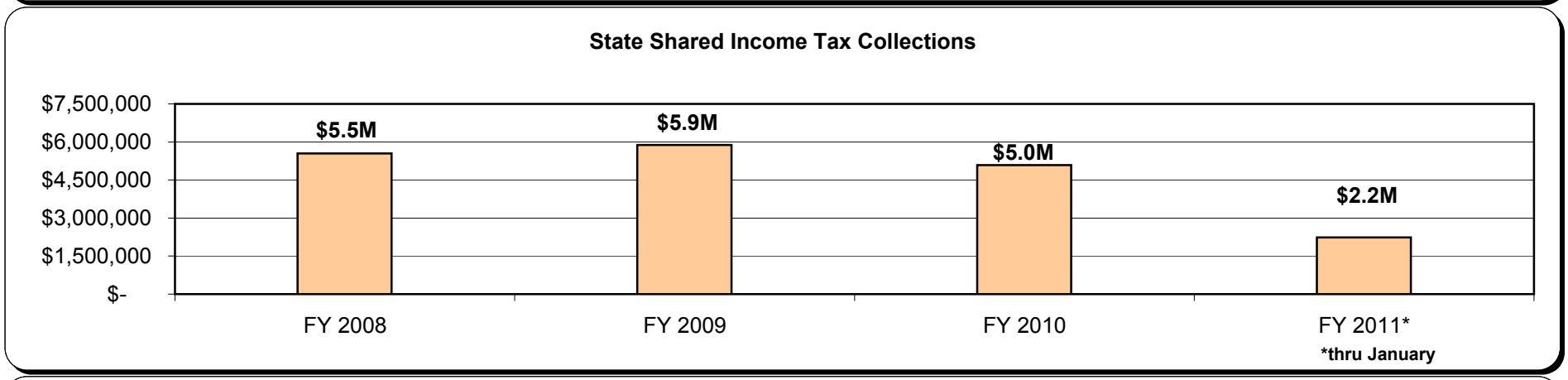

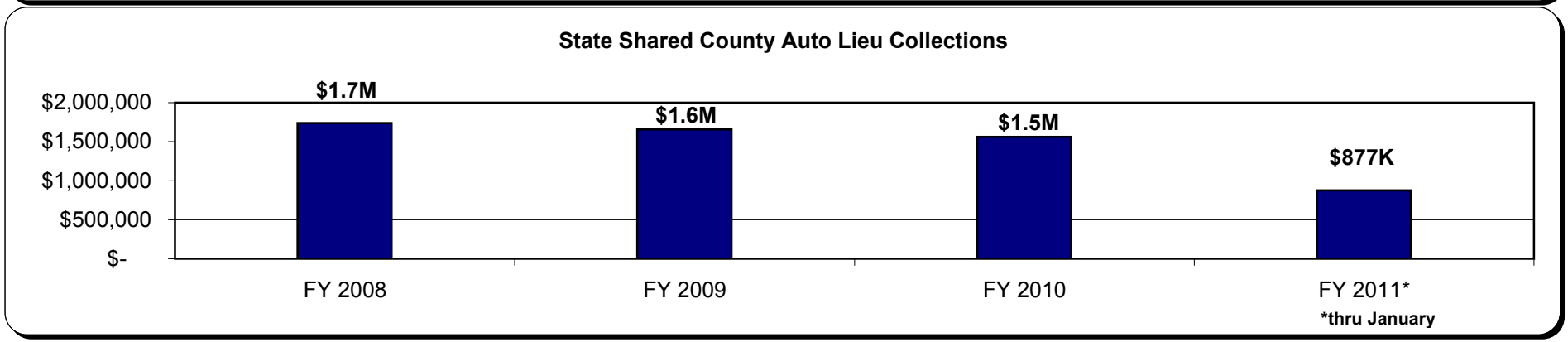

Town of Oro Valley
Financial Dashboard
Historical Annual Totals

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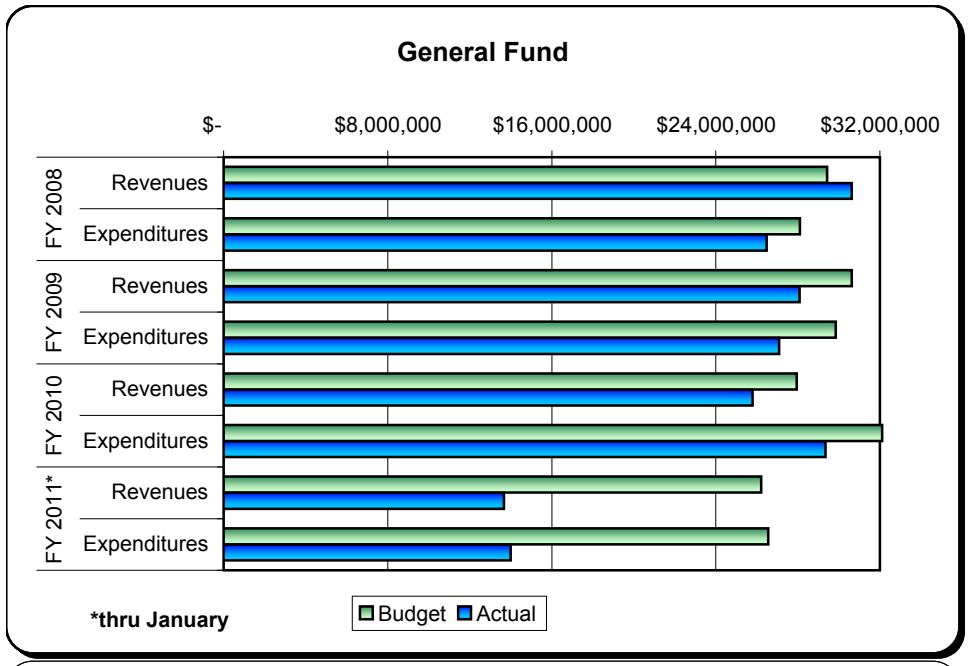

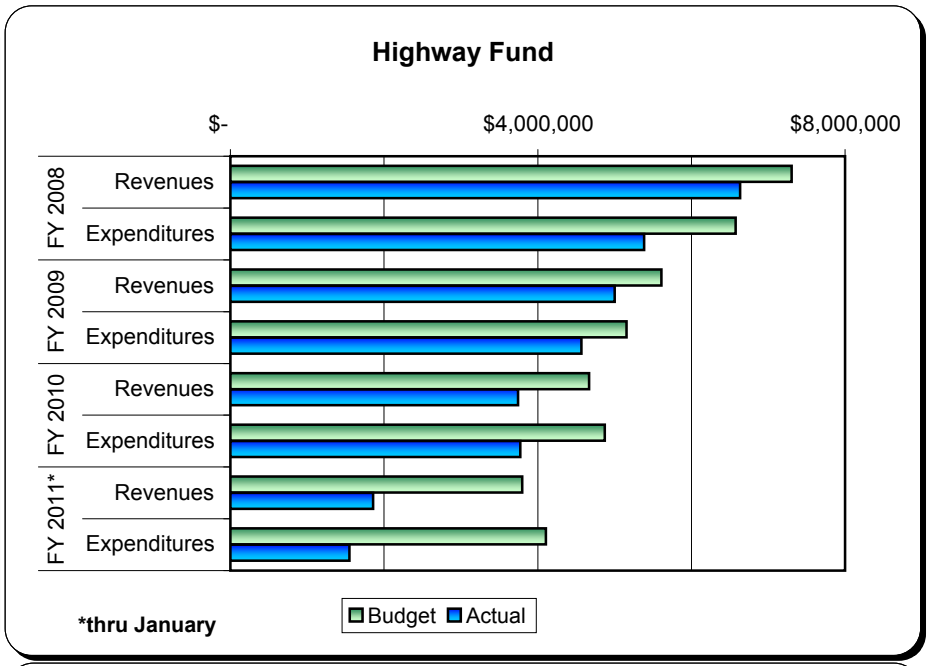

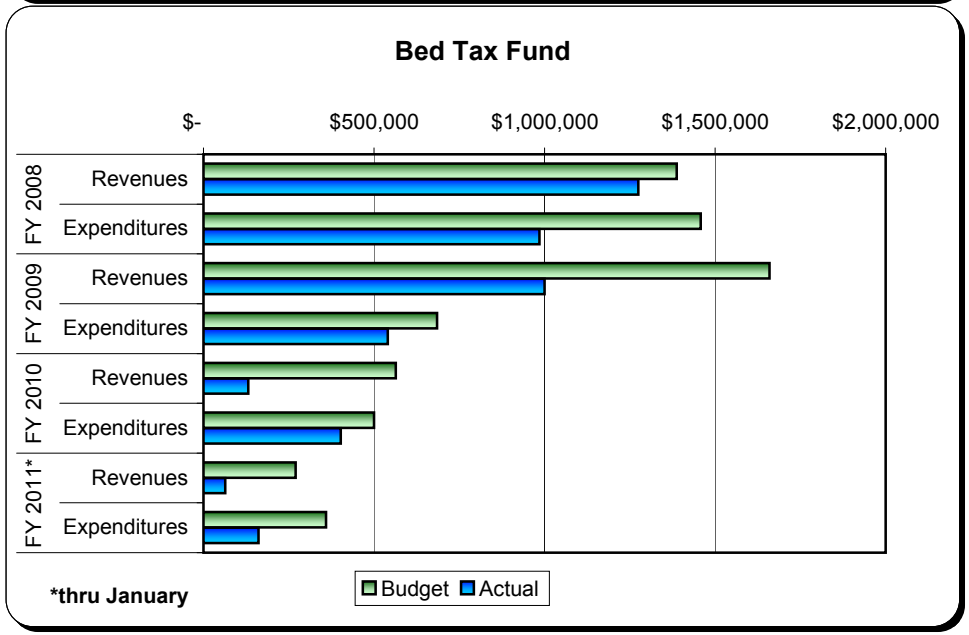

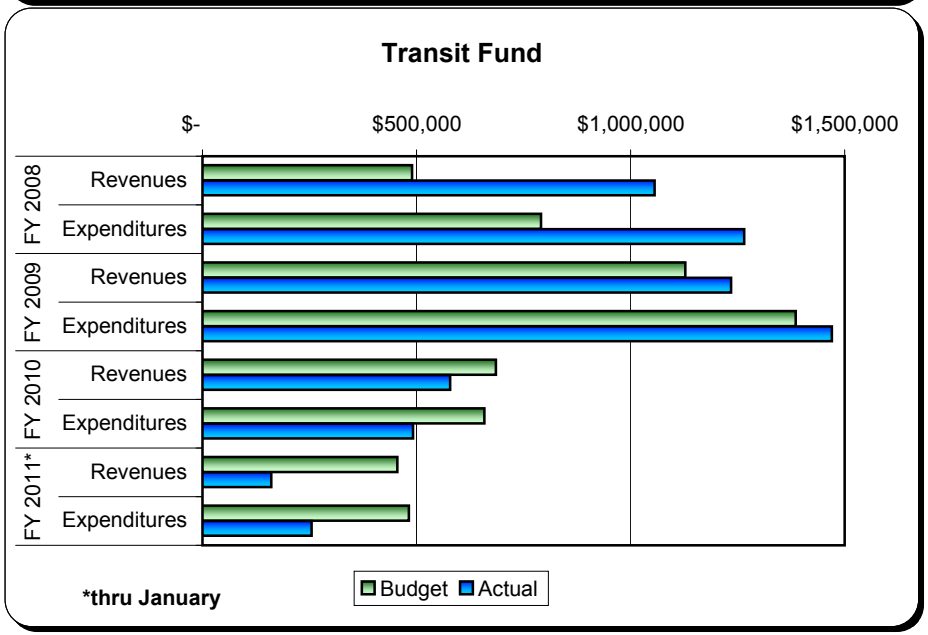

Town of Oro Valley
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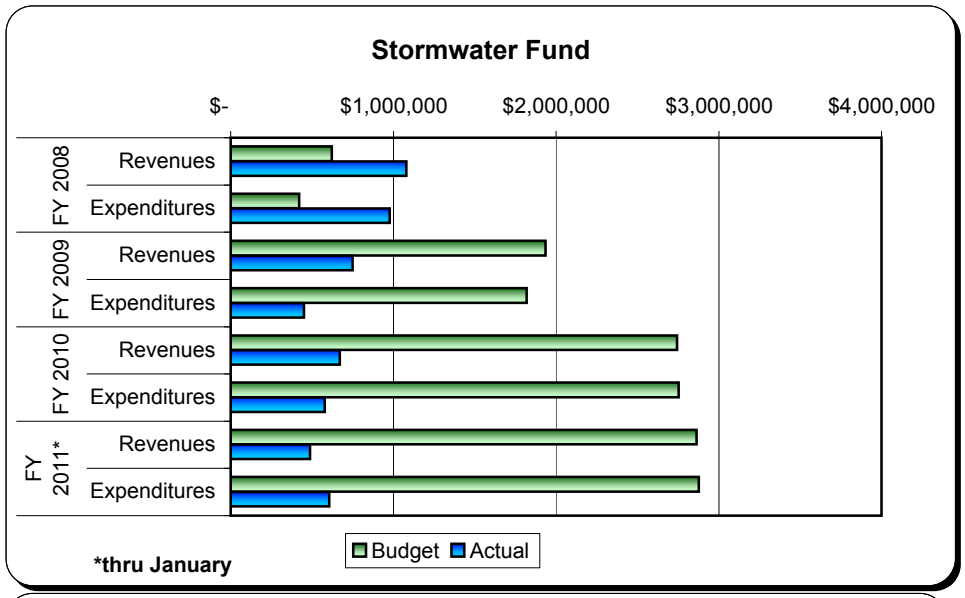
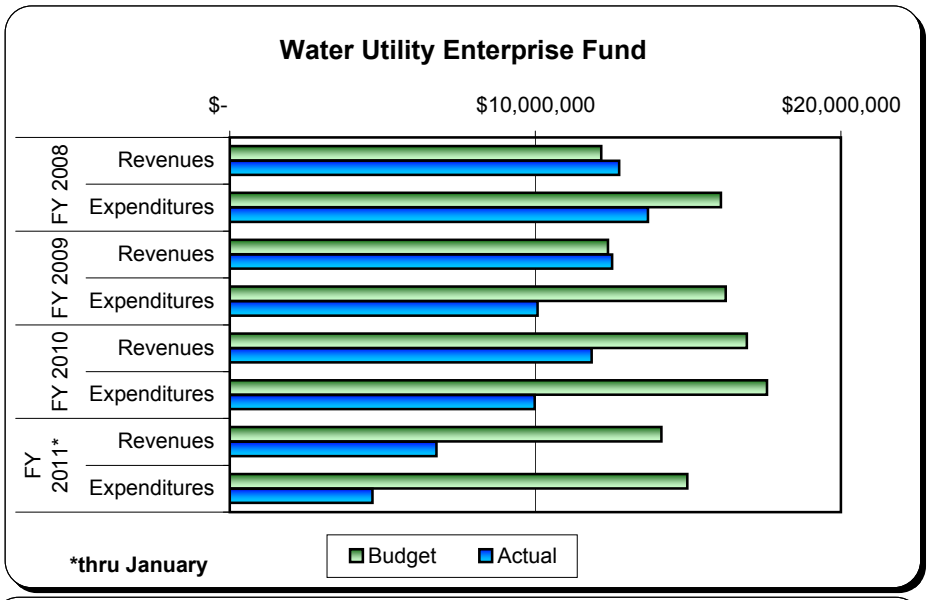
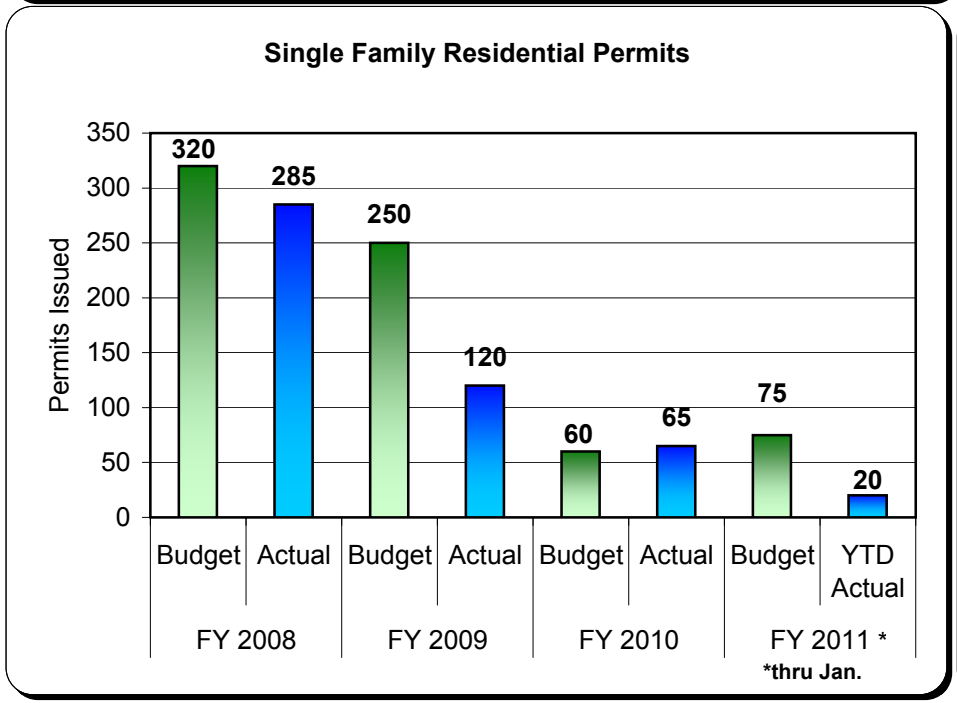
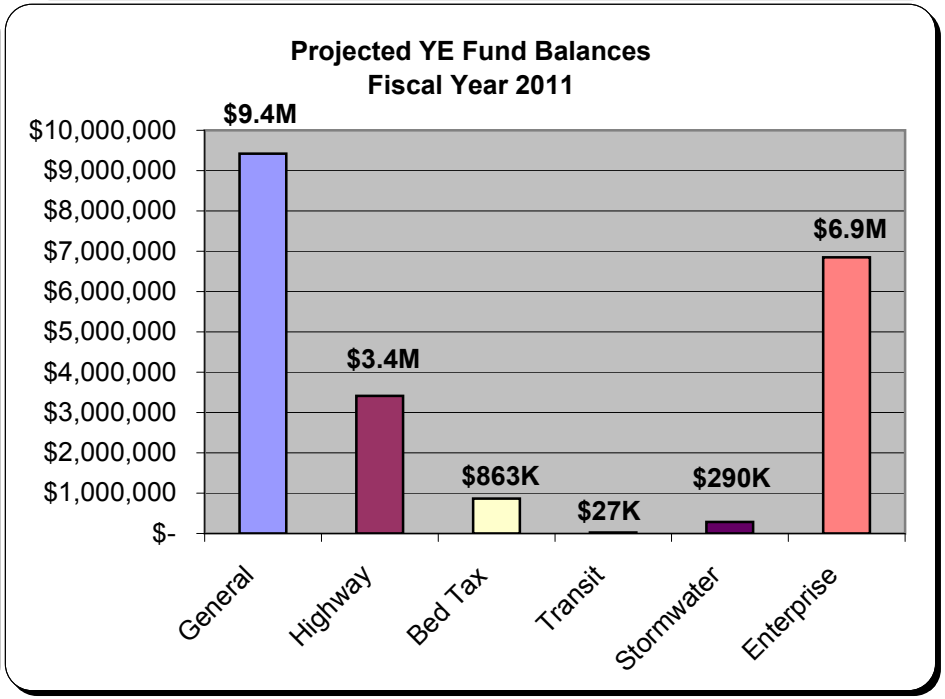


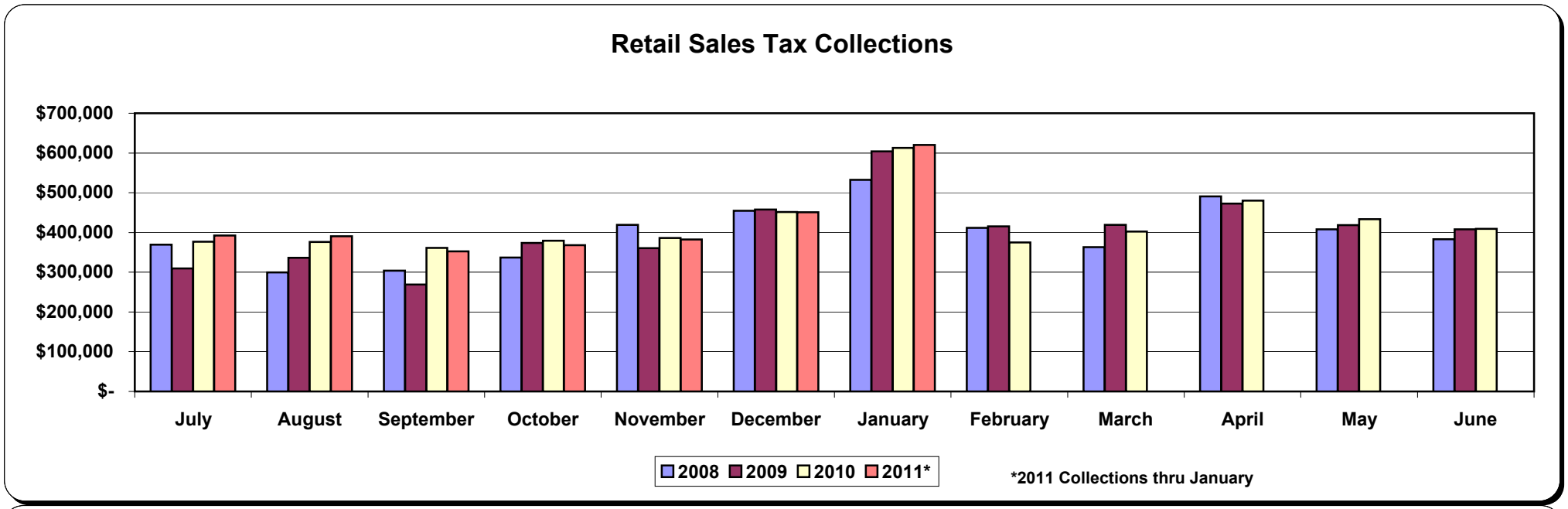


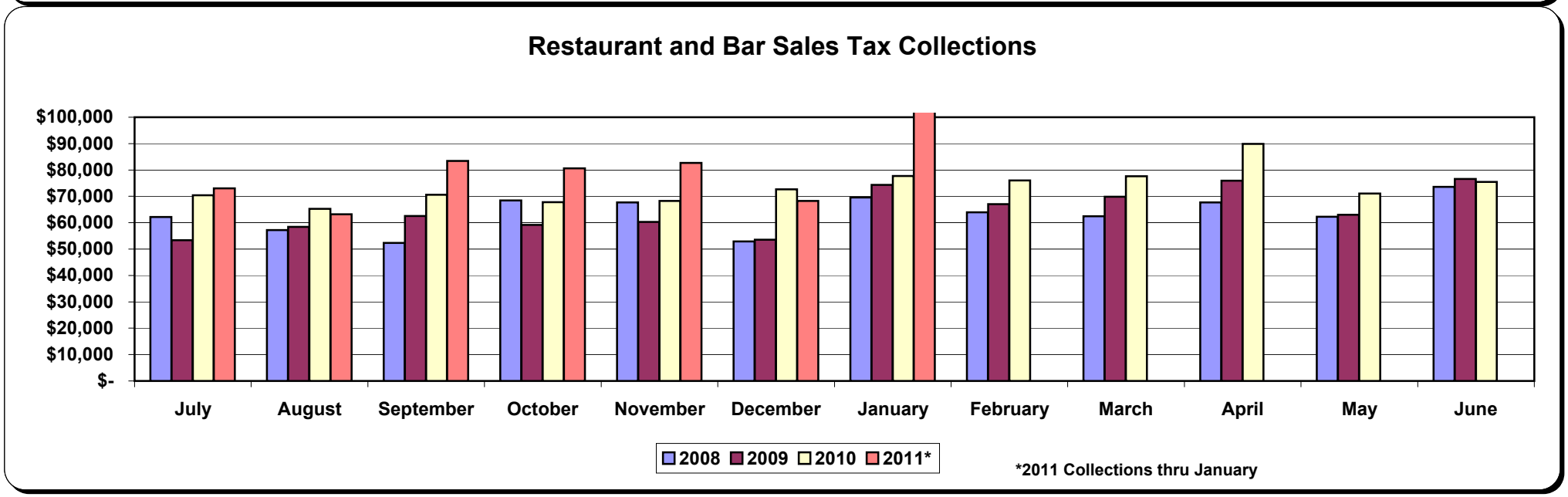




Town of Oro Valley
Financial Dashboard
Month-By-Month History
FY 2008 - 2011

ATTACHMENT F





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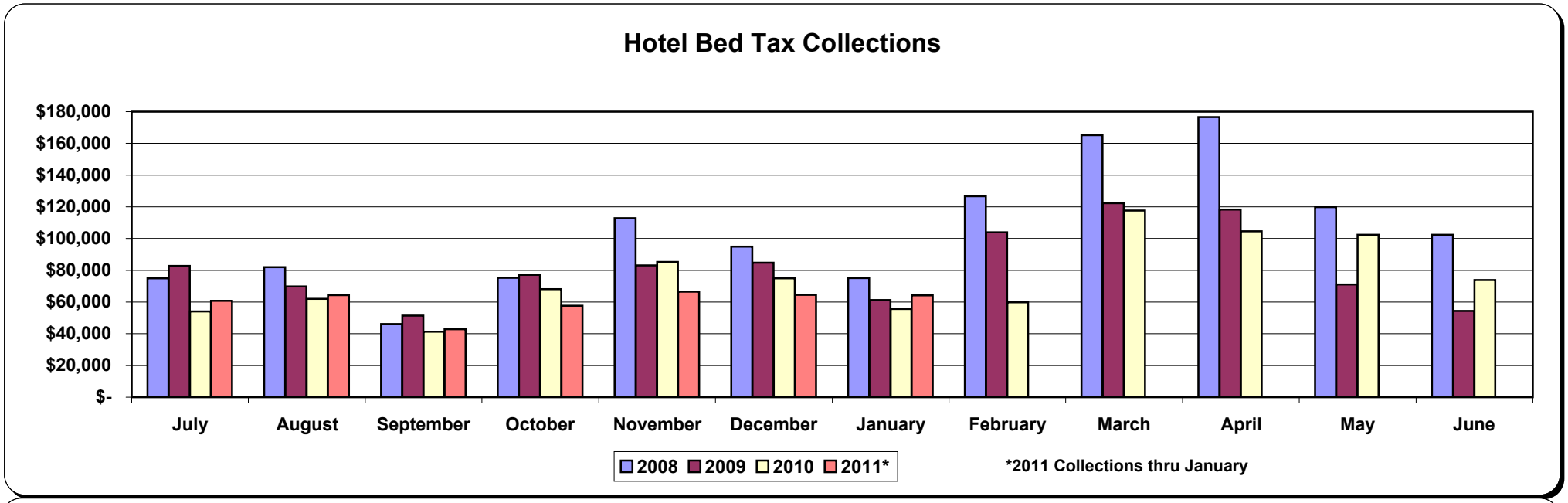

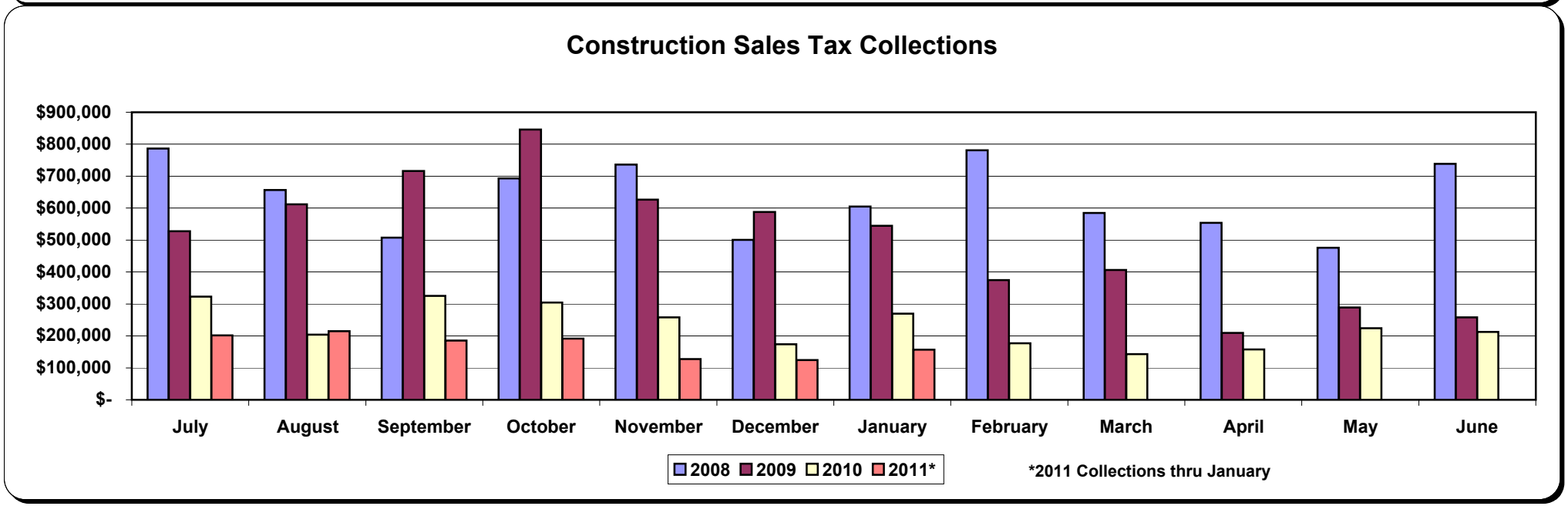

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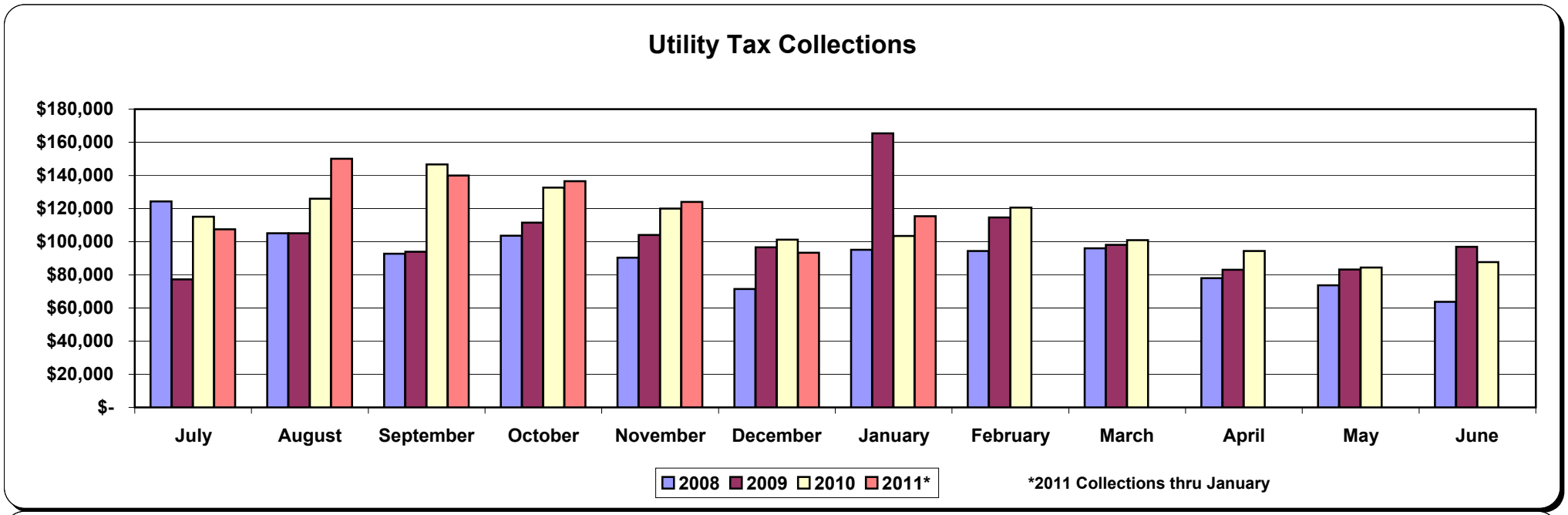

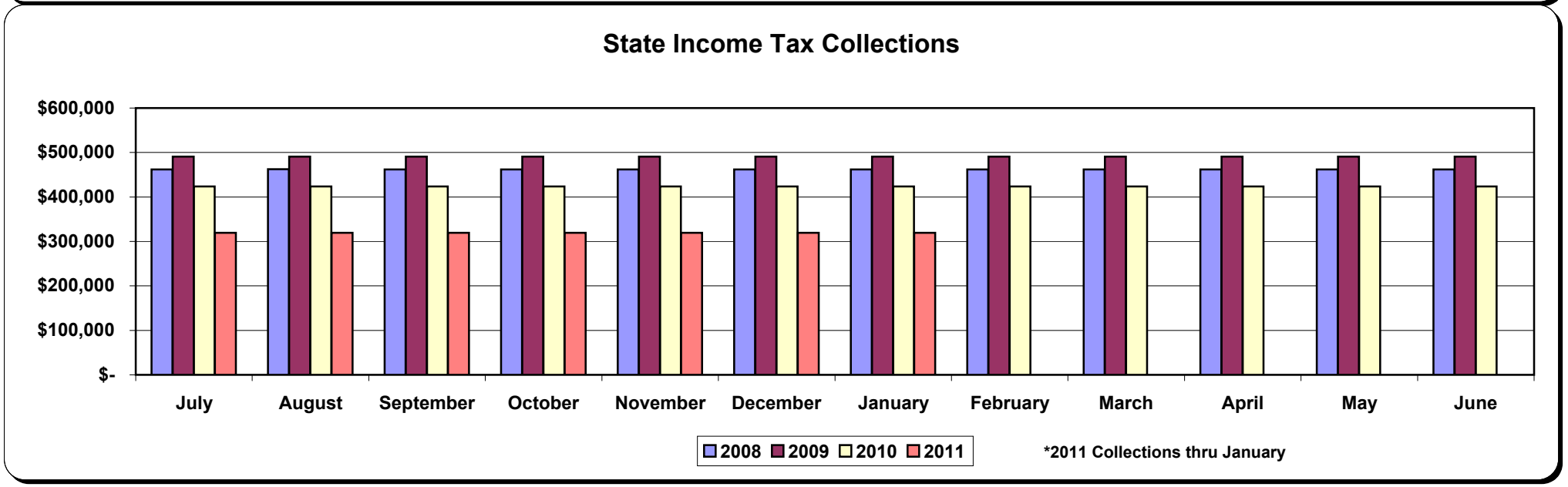

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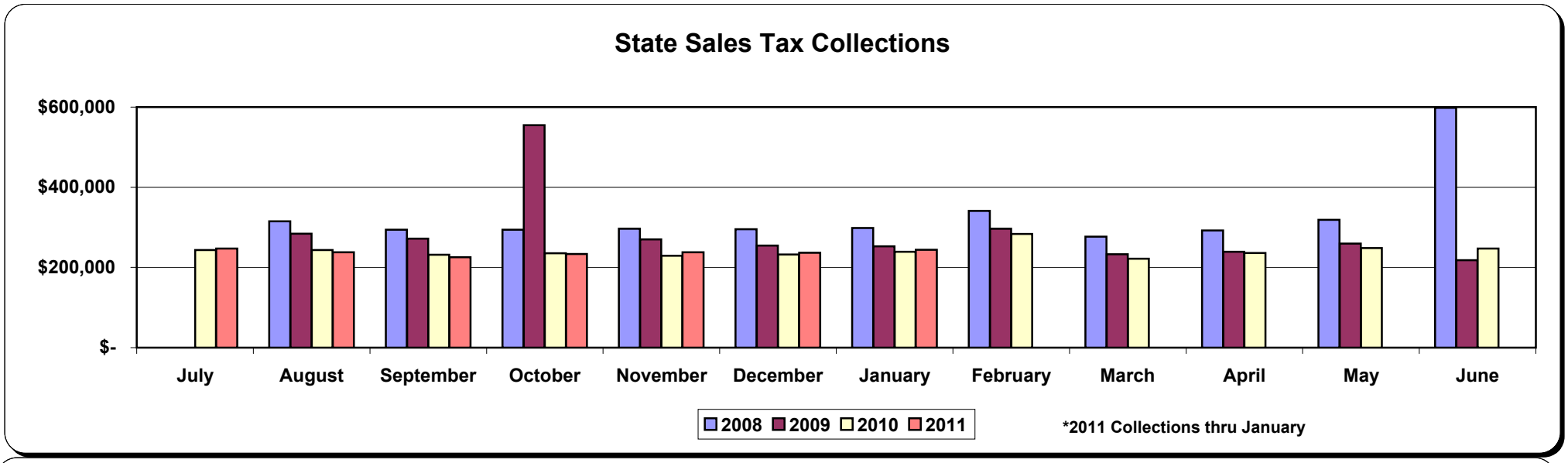

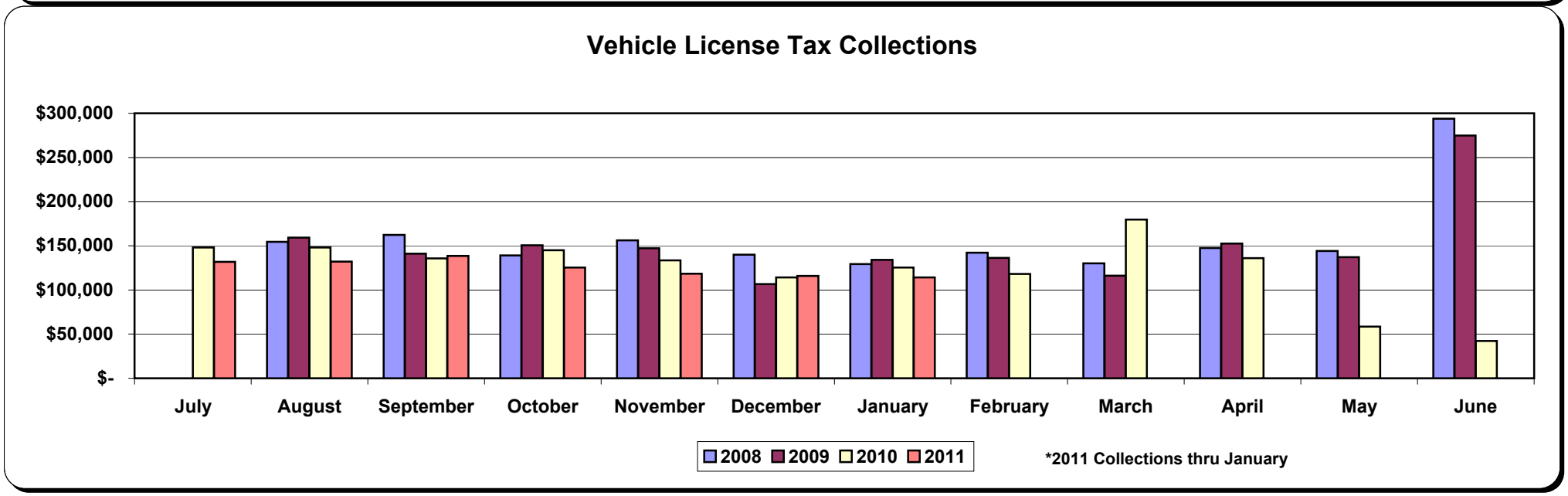

Item #: E.

Town Council Regular Session

Date: 03/16/2011

Requested by:	Bayer Vella, Conservation and Sustainability Manager
Submitted By:	Bayer Vella, Development Infrastructure Services
Department:	Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)11-16 Authorizing and Approving a Performance Based Incentive Renewable Energy Credit Purchase Agreement Between the Town Of Oro Valley and Tucson Electric Power Company

RECOMMENDATION:

The terms and conditions of the Performance Based Incentive Renewable Energy Credit Purchase Agreement have been reviewed by Finance, Legal, Conservation & Sustainability staff, and APS Energy Services (consultant).

Staff recommends approval of this agreement with Tucson Electrical Power (TEP).

EXECUTIVE SUMMARY:

The Performance Based Incentive Renewable Energy Credit Purchase Agreement includes terms and conditions for the Town to receive payment for solar power production. The primary components of the agreement include the following:

1. The Town will be paid $0.161 for each kWh of energy produced by the Town over a 20-year term.
2. The Town will assign all Renewable Energy Credits (RECs) to TEP in exchange for the incentive payments.

BACKGROUND OR DETAILED INFORMATION:

This is a standard agreement used by TEP for all "commercial" grade solar producers in the region. It provides the rate of solar incentive payment and all associated conditions. It is important to note that the contract rate is the same amount anticipated by the Town at the time of Town Council approval of the solar project.

Another key element of the contract includes assignment of all Town Renewable Energy Credits (RECs) to TEP. In sum, the Arizona Corporation Commission (ACC) has assigned a credit/value system to each renewable energy project. It has value because each utility must accumulate a minimum number of RECs to achieve ACC compliance. TEP is purchasing the Towns RECs by offering a performance based incentive.

FISCAL IMPACT:

Tucson Electric Power will pay the Town $0.161 for each kWh of energy produced. The Town will receive an estimated $83,202 per year over a 20 year term, for a total of $1,664,040 that will be used to retire the Clean Renewable Energy Bonds (CREBS) sold by the Town.

Estimated payments are based on solar production estimates. Conservation & Sustainability staff is responsible for ensuring that the solar panels perform as anticipated. To ensure accurate monitoring, the

Town will launch solar performance tracking software to monitor real time production in April.

All of the equipment associated with this contract has been purchased with previously approved funding. Satisfaction of the REC Agreement terms does not require additional funding.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)11-16, Authorizing and Approving a Performance Based Incentive Renewable Energy Credit Purchase Agreement Between the Town Of Oro Valley and Tucson Electric Power Company.

Attachments

Link: Reso 11-16

Link: Agreement

RESOLUTION NO. (R)11-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A PERFORMANCE BASED INCENTIVE RENEWABLE ENERGY CREDIT PURCHASE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND TUCSON ELECTRIC POWER COMPANY

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, Tucson Electric Power ("TEP") has implemented a purchase program to provide financial incentives to its customers to install renewable generating equipment; and

WHEREAS, the Town desires to install, maintain and own a renewable electricity generation facility and have title to the environmental credits, attributes and benefits; and

WHEREAS, it is in the best interest of the Town to enter into the Performance Based Incentive Renewable Energy Credit Purchase Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, with TEP in order to set forth the terms and conditions of the Agreement.

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

1. The Performance Based Incentive Renewable Energy Credit Purchase Agreement between the Town of Oro Valley and the Tucson Electric Power, attached hereto as Exhibit "A" and incorporated herein by this reference, 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 16th day of March, 2011.

TOWN OF ORO VALLEY

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Rosen, Town Attorney

Date: _____

EXHIBIT “A”

A UniSource Energy Company

Performance Based Incentive Renewable Energy Credit Purchase Agreement

(Non-Residential Grid-Tied Solar Electric Project 100 kW or Larger)

This Performance Based Incentive Renewable Energy Credit Purchase Agreement ("***Agreement***") is hereby made and entered into as of the ___ day of _____, 20__ ("***Effective Date***"), by and between Tucson Electric Power Company, an Arizona corporation ("Company"), and _____, a_____ ("***Customer***"). Company and Customer may be referred to individually herein as a "Party" or collectively as the "***Parties***."

RECITALS

A. Company desires to increase the number of renewable electricity generation facilities and the consumption of renewable electricity within its service territory, while concurrently reducing the cost of renewable electricity generation systems for its customers;

B. Customer intends to install, maintain and own a renewable electricity generation facility and have title to the RECs (as defined below) associated with such facility;

C. Company is subject to certain state regulatory requirements governing its use of renewable resources to supply energy to its customers, including those provided under the Renewable Energy Standard and Tariff (as defined below);

D. To further Company's continuing commitment to develop and encourage the use of renewable energy resources and to better ensure compliance with regulatory requirements, Company has implemented a REC purchase program to provide financial incentives to its customers to install renewable generating equipment; and

E. Customer desires to participate in the Company's REC purchase program and Company desires for Customer to participate in the program under the terms and conditions contained in this Agreement.

AGREEMENT

1. DEFINITIONS

1.1. "Annual Contract Quantity" means the Contract Quantity divided by the number of years in the Term, which is equal to 560,000 kilowatt-hours ("***kWh***").

1.2. “Commissioning Package” means written verification signed by the Customer System installer and the Customer confirming that the Customer System has been installed in conformance with the Customer’s approved Program reservation and is ready for operation.

1.3. “Conformance Inspection” means an inspection performed by Company to verify the Customer System has been installed and operates in conformance with the Customer’s Program reservation.

1.4. “Contract Quantity” means 10,335,600 kWh.

1.5. “Customer System” means the 356.4 kW output (DC) photovoltaic renewable electricity generation facility located at the Premises.

1.6. “Installation Deadline” means the date that is three hundred sixty-five (365) days after the Reservation Confirmation Date.

1.7. “Minimum Contract Quantity” means fifty percent (50%) of the Annual Contract Quantity, which is equal to 258,390 kWh per year.

1.8. “Premises” means Customer’s facilities located at 11000 N La Cañada Dr, Oro Valley, Arizona.

1.9. “Proof of Project Advancement” means documentation submitted to Company demonstrating that the installation of the Customer System is progressing on schedule and is staged for completion on or before the Reservation Confirmation Date. Such documentation may include, without limitation, a project or installation agreement between the Customer and the Customer System installer, building and/or construction permits, an executed interconnection agreement with Company, and any other documentation evidencing project advancement set forth in the Program or required by Company.

1.10. “Program” means the Tucson Electric Power Company Renewable Energy Credit Purchase Program Definition 2010-2014, as may be amended from time to time.

1.11. “Reservation Confirmation Date” means the date Customer’s Program reservation request is approved by Company under the Program.

1.12. “REC” means any and all environmental credits, attributes and benefits, including greenhouse gas or emissions reductions and any associated credits, environmental air quality credits, offsets, allowances and benefits howsoever entitled, actual SO_2, NOx, CO_2, CO, Carbon, VOC, mercury, and other emissions avoided, credits towards achieving local, national or international renewable portfolio standards, green tags, and any and all other green energy or other environmental benefits associated with the generation of renewable energy (regardless of how any present or future law or regulation attributes or allocates such characteristics), including those created under the REST.

1.13. "Renewable Energy Standard and Tariff" or "REST" means the Arizona Renewable Energy Standard and Tariff codified at A.A.C. R14-2-1801 *et. seq.*, as may be amended from time to time.

1.14. "System Qualifications" means all equipment, installation and other general requirements pertaining to non-residential solar electric systems larger than 100 kW set forth in the Program.

1.15. "Term" shall have the meaning set forth in Section 15.1 below.

2. PROGRAM TIMELINE

Customer agrees to perform its obligations with respect to the Customer System hereunder in an expeditious manner, including, but not limited to, submitting Proof of Project Advancement to Company within one-hundred twenty (120) days of the Reservation Confirmation Date, ensuring Company is provided with copies of the applicable construction permits as soon as practicable after installation of the Customer System is complete, and meeting all Program requirements on or before the Installation Deadline. Failure to perform such obligations may result in cancellation of the Customer System Program reservation.

3. CUSTOMER RENEWABLE ENERGY SYSTEM

Customer owns the Customer System and will be solely responsible for its cost, operation and maintenance. The Parties acknowledge and agree that, to qualify for participation in the Program, the Customer System must comply with all System Qualifications and Program requirements.

4. SYSTEM INSTALLATION

The Customer System must have been installed at the Premises by a qualified installer in accordance with the installation requirements set forth in the System Qualifications and the Program, including without limitation, a proper interconnection with Company's power grid. Customer or its designee shall be solely responsible for the installation of the Customer System, including selecting a qualified installer and paying all installation costs and expenses.

5. SYSTEM INSPECTIONS

Customer will notify Company when the installation of the Customer System is complete by providing Company with a Commissioning Package and a copy of the applicable construction permits associated with the installation. Company may thereafter conduct a Conformance Inspection. If the Company determines the Customer System is not in compliance with the System Qualifications for any reason, Company will notify Customer of such noncompliance. Company will have no further obligation under this Agreement until all such deficiencies are remedied by Customer to Company's reasonable satisfaction and the Customer System is in compliance with the System Qualifications. Company shall have the right to conduct periodic inspections of the Customer System during the Term upon notice to Customer. Such inspections may include, without limitation, reading the Customer System's solar production meter as necessary to verify compliance with the System Qualifications. Customer shall provide Company with reasonable access to the Customer System to conduct any such inspection.

6. PERFORMANCE BASED INCENTIVE PAYMENT

6.1. Conditions Precedent. Subject to: (i) Customer's execution and delivery of this Agreement, (ii) Company's receipt of the Commissioning Package, (iii) Company's determination that the Customer System is in compliance with the System Qualifications (including by passing any required Conformance Inspection) and (iv) the Customer System being operational by the Installation Deadline, Company shall pay Customer the performance based incentive ("***PBI***") as described in this Section 6.

6.2. Contract Quantity and Price. Company shall pay Customer $0.161 for each delivered REC associated with each kWh of energy produced by the Customer System up to the Contract Quantity. The amount of any RECs derived from the Customer System and the resultant PBI payment shall be calculated based on the metered AC kWh of net renewable energy produced by the Customer System.

6.3. Payments. The Company will make the first PBI payment hereunder within thirty (30) days of the end of the first calendar quarter after Company receives the Commissioning Package and determines that the Customer System is in compliance with the System Qualifications (including by passing any required Conformance Inspection). PBI payments shall be made within thirty (30) days of the beginning of each calendar quarter thereafter based on the metered AC kWh of net renewable energy produced by the Customer System in the previous calendar quarter. Provided, if the PBI owing for a particular calendar quarter is less than $25.00, Company will carry over such amount until the earlier of the next payment due date that the current PBI plus any carry-over amount exceeds $25.00, or when at least twelve (12) months have elapsed since the last PBI payment. Notwithstanding the foregoing, Company reserves the right to make PBI payments more frequently than quarterly (e.g., monthly) upon notice to Customer. Company shall be obligated to pay Customer the PBI for RECs delivered hereunder until the earlier of: (i) the expiration or termination of this Agreement, or (ii) when the Company has purchased the Contract Quantity of RECs.

7. OWNERSHIP OF RENEWABLE ENERGY CREDITS

Customer hereby irrevocably and unconditionally assigns and transfers to Company any and all RECs derived from the installation and use of the Customer System during the Term. Unless otherwise agreed by the Parties, the RECs shall be deemed to be transferred at such time Customer receives the PBI payment associated with such RECs. Company's right to RECs hereunder shall commence when the Company determines the Customer System is in compliance with the System Qualifications (including by passing any required Conformance Inspection) and continue thereafter for the Term of the Agreement. Customer shall not sell, trade, assign or otherwise transfer, or permit to be sold, traded, assigned or otherwise transferred, any RECs derived from the installation and use of the Customer System to any party other than Company during such time Company is entitled to receive such RECs hereunder. Upon Company's request, Customer shall provide Company with reasonable documentation evidencing its ownership of such RECs and transfer thereof to Company.

8. SYSTEM ELECTRICAL OUTPUT

Customer hereby assigns to Company all of its rights to all electrical output of the Customer System. Company will thereafter return any and all such electric output to the Customer at no cost to Customer.

9. CUSTOMER SYSTEM REMOVAL

Neither the Customer System nor any components thereof may be removed from the Premises during the Term without Company's prior written consent. Any such removal of the Customer System shall constitute a material breach of this Agreement.

10. METER READING

No less than once per year during the Term, Company shall read the Customer System renewable energy production meter for the purpose of determining the payment amount under Section 6 above. Customer shall provide Company with reasonable access to the Customer System to conduct any such readings.

11. CUSTOMER REPRESENTATIONS

Customer hereby represents and warrants to Company that the following statements are true and correct as of the Effective Date and will be true and correct at the time of any transfer by Customer to Company of any RECs hereunder:

11.1. Customer is the true and lawful owner of, and has good title to, all RECs transferred from Customer to Company hereunder, free and clear of all liens and encumbrances;

11.2. Each REC transferred from Customer to Company hereunder meets the requirements of the REST;

11.3. Neither Customer nor, to Customer's knowledge, any third party has sold, traded, assigned or otherwise transferred any RECs to be transferred from Customer to Company hereunder to any party other than Company;

11.4. Customer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the transfer of any RECs to Company; and

11.5. Customer is in full compliance with all applicable federal, state and local laws, regulations, ordinances and codes governing the production and/or sale of electricity.

12. WARRANTY

COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PERFORMANCE HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CUSTOMER SYSTEM, ITS OPERATION, SAFETY, INSTALLATION OR COMPLIANCE WITH ANY BUILDING OR SAFETY CODES, RULES OR

REGULATIONS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED THEREWITH.

13. LIMITATION OF LIABILITY

COMPANY'S ENTIRE LIABILITY ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES STEMMING FROM CLAIMS DIRECTLY ATTRIBUTABLE TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL COMPANY, ITS EMPLOYEES OR AGENTS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGE, HOWEVER CAUSED, RESULTING FROM COMPANY'S PERFORMANCE HEREUNDER.

14. **INDEMNIFICATION**

Customer agrees to indemnify, defend and hold harmless Company, its affiliates and parent company, and all their officers, directors, shareholders, employees and agents from and against any and all costs, claims, liability, judgments and expenses of any nature whatsoever, which arise from damage to property or from injury or death which occurs as a result of the purchase, installation or maintenance of the Customer System. Customer's obligation to indemnify hereunder shall survive termination of this Agreement.

15. TERM AND TERMINATION

15.1. Term. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for the number of years in the term selected by Customer in the Customer's Program application relating to the Customer System after the Company determines the Customer System is in compliance with the System Qualifications (including by passing any required Conformance Inspection)(the "***Term***").

15.2. Company Termination. Company may terminate this Agreement:

i. on thirty (30) days written notice to Customer in the event the Customer commits a material breach of this Agreement or the Program and fails to cure the same within such thirty (30) day period;

ii. immediately in the event that the Customer: (a) makes an assignment or any general arrangement for the benefit of creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under the bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such proceeding remains undismissed for thirty (30) days after filing; or (c) otherwise becomes bankrupt or insolvent (however evidenced);

iii. upon (30) days prior written notice if the Customer System is not in compliance with the System Qualifications (including by passing any Conformance Inspection) by the Installation Deadline and Company does not grant an extension;

iv. immediately upon written notice to Customer in the event the Customer System Program reservation is cancelled by Company under the Program, including for a failure to meet any project advancement requirements under the Program; or

v. immediately upon written notice to Customer in the event the Customer System fails to produce at least the Minimum Contract Quantity during any twelve (12) month period during the Term.

15.3. Effect of Termination. In the event of a termination of this Agreement under Section 15.2 (iii) or 15.2(iv) above, neither Party shall have any further obligation to the other hereunder and neither Party shall have any liability to the other stemming from such termination.

15.4. Purchase of Contract Quantity. Notwithstanding anything contained herein to the contrary, this Agreement shall immediately terminate, without any further action by either Party, when Company has purchased the Contract Quantity of REC's from Customer as set forth in Section 6.2 above.

15.5. Force Majeure. Either Party may terminate the Agreement as provided in Section 16.8 below.

16. MISCELLANEOUS

16.1. Modification, Waiver and Severability. This Agreement may not be modified or supplemented except by written instrument signed by the Parties. No waiver of any default or breach hereof shall be deemed a waiver of any other default or breach hereof. If any part of this Agreement is declared void and/or unenforceable, such part shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.

16.2. Assignment. This Agreement and the rights, duties, and obligations hereunder may not be assigned or delegated by the Customer without the prior written consent of Company.

16.3. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice of law provisions thereof. Venue for any dispute arising hereunder shall be any court of competent jurisdiction located in Pima County, Arizona.

16.4. Entire Agreement. This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto.

16.5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

16.6. Titles and Captions. Titles or captions contained in this Agreement are inserted for convenience and for reference only and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

16.7. Expenses and Attorney's Fees. In any actions between the Parties to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover expenses, including reasonable attorney's fees.

16.8. Force Majeure. Neither Party shall be liable to the other for failure to perform its obligations hereunder to the extent such failure results from causes beyond its reasonable control, including strikes, climatic conditions, acts of God, governmental laws, regulations, orders or requirements, interruptions of power or unavailability of equipment or supplies (each a "***Force Majeure Event").*** Provided, if any Force Majeure Event claimed by a Party continues for an uninterrupted period of more than one hundred and eighty (180) days, then the other Party may, at any time following the end of such period, immediately terminate this Agreement upon written notice to the affected Party, without further obligation to the affected Party, except as to payment of any costs and liabilities incurred before the effective date of such termination.

16.9. Forward Contract. The Parties agree that this Agreement and the transactions contemplated hereunder shall constitute a "forward contract" and that the Parties are "forward contract merchants" within the meaning of the United States Bankruptcy Code.

16.10. Customer Transfer of Rights. Subject to Section 16.2 above, if Customer assigns or otherwise transfers its rights to the RECs from the Customer System, Customer's successor-in-interest shall expressly assume all of Customer's obligations hereunder in writing, and this Agreement shall not be affected, nor shall Company's rights hereunder be disturbed in any way, including, without limitation, Company's continued right to all RECs assigned pursuant to Section 7 above. Customer shall provide Company with an executed assignment agreement in a form satisfactory to Company at the time of the transfer of the right to receive such RECs. Any failure to comply with this provision shall be considered a material breach of the Agreement.

16.11. Compliance with Law. Customer shall comply with all applicable federal, state and local laws, regulations, ordinances and codes at all times in performing under this Agreement.

16.12. Survival. After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions regarding warranty and limitation of liability, shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.

16.13. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

16.14. Taxes. Customer shall pay all local, state and federal taxes, levies, duties and assessments of every nature whatsoever which may be imposed or due in connection with the RECs sold to Company hereunder. Customer shall hold Company harmless from any and all future liability on account of any and all such taxes, levies, duties, and assessments.

16.15. Application of ARS § 38-511. This Agreement is subject to A.R.S. § 38-511.

16.16. Notices. All notices under this Agreement shall be in writing and shall be given by personal service (including receipted confirmed facsimile), or by certified or registered mail, return receipt requested, or by recognized overnight courier service, to the Parties at the addresses set forth below. All notices shall be deemed given upon the actual receipt thereof.

Company:	**Tucson Electric Power Company** PO Box 711 Tucson, Arizona 85702 Fax: (520) 918-8350 Attn: Renewable Energy & Energy Efficiency Group
Customer:	_____ _____ _____ Phone:_____ Fax:_____

[***signatures on following page***]

ACCEPTED AND AGREED as of the Effective Date.

TUCSON ELECTRIC POWER COMPANY

By:_____

Print Name: _____

Title:_____

CUSTOMER

By:_____
Mayor, Town of Oro Valley

Attest:

By:_____
Town Clerk

Approved as to Form:

By:_____
Town Attorney

TO BE FILLED IN BY COMPANY

Estimated Annual Energy Reserved: 516,780 kWh

Estimated Annual Payment $ 83,202

Date Reserved: 3/15/10

Item #: F.

Town Council Regular Session

Date: 03/16/2011

Requested by:	Bayer Vella, Conservation and Sustainability Manager
Submitted By:	Bayer Vella, Development Infrastructure Services
Department:	Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)11-17 Authorizing and Approving a Photovoltaic Generating Facility Distribution System Interconnection Agreement Between the Town of Oro Valley and Tucson Electric Power Company

RECOMMENDATION:

The terms and conditions of the Interconnection Agreement have been reviewed by the Legal department, Conservation & Sustainability staff, and APS Energy Services (consultant). Staff recommends approval of the Agreement with TEP.

EXECUTIVE SUMMARY:

The Interconnection Agreement specifies the terms and conditions under which power generated by the Town's solar panels will be transferred to the electrical grid. Essentially, the Town is responsible for all of the on-site equipment that leads to two of the TEP meters on campus, while TEP retains control of the actual meters and transformers.

BACKGROUND OR DETAILED INFORMATION:

This is a standard agreement used by TEP for all "commercial" grade solar producers in the region. It constitutes a formal agreement to transfer solar power generated by the Town to the electrical grid over a 20-year term. This will enable the Town to receive revenue for power produced over the project term.

FISCAL IMPACT:

The Interconnection Agreement is required for the Town to receive solar incentive payments from TEP.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)11-17, Authorizing and Approving a Photovoltaic Generating Facility Distribution System Interconnection Agreement Between the Town of Oro Valley and Tucson Electric Power Company.

Attachments

Link: Reso 11-17

Link: Agreement

RESOLUTION NO. (R)11-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A PHOTOVOLTAIC GENERATING FACILITY DISTRIBUTION SYSTEM INTERCONNECTION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND TUCSON ELECTRIC POWER COMPANY

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 desires to procure, construct, own, maintain and operate a Photovoltaic Generating Facility; and; and

WHEREAS, the Town and Tucson Electric Power (TEP) desire that the Photovoltaic Generating Facility will be interconnected with the TEP System; and

WHEREAS, it is in the best interest of the Town to enter into the Photovoltaic Generating Facility Distribution System Interconnection Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, with TEP in order to set forth the terms and conditions of the Agreement.

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

1. The Photovoltaic Generating Facility Distribution System Agreement between the Town of Oro Valley and Tucson Electric Power, attached hereto as Exhibit "A" and incorporated herein by this reference, 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 16th day of March, 2011.

TOWN OF ORO VALLEY

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Rosen, Town Attorney

Date: _____

EXHIBIT “A”

PHOTOVOLTAIC GENERATING FACILITY DISTRIBUTION SYSTEM INTERCONNECTION AGREEMENT

BETWEEN

TUCSON ELECTRIC POWER COMPANY

AND

THE TOWN OF ORO VALLEY

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APPENDICES

APPENDIX A:	CUSTOMER GENERATING FACILITY
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PHOTOVOLTAIC GENERATING FACILITY
DISTRIBUTION SYSTEM
INTERCONNECTION AGREEMENT

This Photovoltaic Generating Facility Distribution System Interconnection Agreement ("***Agreement***") is hereby entered into as of the ___ day of _____, 2011, ("***Execution Date***") by and between Tucson Electric Power Company, an Arizona corporation ("***TEP***") and Town of Oro Valley ("***Customer***"). TEP and Customer may be referred to herein individually as "***Party***" and collectively as "***Parties***."

RECITALS

A. Customer intends to procure, construct, own, maintain and operate a photovoltaic generating facility as described in Appendix A attached hereto (the "***Generating Facility***") which will be operated in electrical parallel with TEP's System (as defined below);

B. The Generating Facility will be located at 11000 N. La Canada Dr.,Oro Valley, AZ 85737, and will be installed and commence commercial operation in electrical parallel with TEP's System on or about_____, 2011; and

C. The Parties desire that the Generating Facility be interconnected with the TEP System under the terms and conditions set forth in this Agreement.

Now therefore, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS.
The following terms, when used in this Agreement, shall have the meanings set forth below.

1.1. "***ACC Approval***" means receipt of a determination from the ACC in form and substance satisfactory to TEP in its sole discretion that the terms and conditions of this Agreement are just and reasonable.

1.2. "***Agreement***" has the meaning set forth in the Preface hereto.

1.3. "***Applicable Laws and Regulations"*** means all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

1.4. "***Application***" means a distributed generation interconnection application as set forth in the DG Interconnection Requirements.

1.5. "***Arizona Corporation Commission***" or "***ACC***" means the regulatory agency of the State of Arizona having jurisdiction over public service corporations operating in Arizona, or any successor agency.

1.6. "***Customer's Interconnection Facilities***" means all facilities and equipment, as identified in Appendix B attached hereto, that are located between the Generating Facility and the Point of Interconnection, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the TEP System.

1.7. "***DG Interconnection Requirements***" means TEP's interconnection requirements for distributed generation as set forth in Appendix E attached hereto, as the same may be amended or supplemented from time to time.

1.8. "***Effective Date***" means the later of: (i) the Execution Date, or, (ii) if ACC Approval is required for TEP to enter into this Agreement (as determined by TEP in its sole discretion), TEP's receipt of ACC Approval.

1.9. "***Generating Facility***" means Customer's electrical generator(s) and all protective, safety, and associated equipment and improvements associated therewith as more specifically described in Appendix A attached hereto.

1.10. "***Good Utility Practice***" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be generally accepted and consistently adhered to acceptable practices, methods, or acts.

1.11. "***Governmental Authority***" means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority.

1.12. "***Interconnection Facilities***" means the collectively, the Customer Interconnection Facilities and the TEP Interconnection Facilities as set forth in Appendix B attached hereto.

1.13. "***Minimum Protective Devices, Relays, and Interconnection Requirements***" means the minimum required protective relaying which is incorporated in the photovoltaic inverter(s) included in the Generating Facility, as required by UL 1741 and IEEE 1547, and safety devices, or requirements specified in the DG Interconnection Requirements, for the purpose of protecting the TEP System and TEP facilities and other TEP customer facilities from damage or disruptions caused by a fault, malfunction or improper operation of the Customer's Generating Facility. Minimum Protective Relaying and Safety Requirements do not include additional relaying, protective or safety devices as may be required by industry and government codes and standards, equipment manufacturer requirements and prudent engineering design and practice to fully protect Customer's Generating Facility or facilities, which shall be the sole responsibility of the Customer.

1.14. ***"Operating Procedure***" means the operating procedure agreed to by TEP and Customer as set forth in Appendix F attached hereto, as may be amended from time to time.

1.15. ***"Permit***" means any permit, license, franchise, concession, consent, authorization, approval, registration, filing or similar acts of or made with any Governmental Authority.

1.16. "***Point(s) of Interconnection***" means the physical location(s) where TEP's service conductors are connected to Customer's service conductors to allow parallel operation of Customer's Generating Facility with the TEP System as set forth in Appendix C attached hereto.

1.17. "***Service Disconnect***" means a visible gang operated load break disconnect switch(s) or breaker(s), capable of being locked in a visibly "open" position by a standard TEP padlock that will completely isolate the Generating Facility from the TEP System. Customer's Service Disconnect shall be clearly labeled with permanent letters 1" high stating "DG Service Disconnect".

1.18. "***TEP Interconnection Facilities***" means all facilities and equipment, as identified in Appendix B attached hereto, that are located at or beyond the Point of Interconnection including any modification, addition, or upgrades to the TEP System and to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the TEP System.

1.19. "***TEP System***" means TEP's electric distribution system comprised of infrastructure constructed, maintained, and operated by TEP to deliver electric service to TEP retail customers.

1.20. "***TEP Test Equipment***" means any test equipment installed by TEP at the Property.

1.21. "***TEP Rules and Regulations***" means the Tucson Electric Power Company Rules and Regulations approved by and on file with the ACC, and any amendment thereto.

1.22. "***Term***" shall have the meaning set forth in Article 2 below.

1.23. "***Uncontrollable Force***" means any cause beyond which, by exercise of due diligence a Party could not reasonably have been expected to avoid or control, and which by exercise of due diligence it shall be unable to overcome or control, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, strikes, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any Governmental Agency.

2. TERM. This Agreement shall commence upon the Effective Date and will continue for an initial term of twenty (20) years thereafter unless earlier terminated as provided herein (the "***Term***"). This Agreement shall automatically renew thereafter on a year-to-year basis unless terminated by either Party upon thirty (30) days advance written notice.

3. INTERCONNECTION FACILITIES.

3.1. Customer Interconnection Facilities. Subject to any TEP approvals set forth herein, Customer shall design, procure, install, own, maintain and operate, at Customer's sole expense, all Customer Interconnection Facilities in good and safe operating condition and in accordance with Good Utility Practice, the DG Interconnection Requirements and the Operating Procedure. The Customer Interconnection Facilities shall include, without limitation, connection, transformation, switching, protective relaying, and all metering and safety equipment, including a Service Disconnect, all as more specifically set forth in Appendix B and Appendix C attached hereto.

3.2. TEP Interconnection Facilities. Customer shall pay for, and TEP shall design, procure, install, own, maintain and operate all TEP Interconnection Facilities in good and safe operating

condition and in accordance with Good Utility Practices, as more specifically set forth in the Appendix B and Appendix C attached hereto.

3.3. Bidirectional Metering. If the Parties agree in writing that the Customer will deliver electrical output from the Generating Facility to the TEP System, a TEP-supplied bi-directional kW/kWh revenue meter will be installed by TEP in place of the Customer's existing revenue meter.

4. CUSTOMER RIGHTS AND RESPONSIBILITIES.

4.1. TEP Design Review and Approval. Prior to Customer's installation of the Customer Interconnection Facilities, Customer shall submit to TEP a distributed generation interconnection Application for TEP's review and written approval, which would include equipment specifications and a drawing package for the design, installation and operation of the proposed Generating Facility interconnection, as required under the DG Interconnection Requirements. After TEP provides written approval of the Application, Customer shall not remove, alter or otherwise modify or change the equipment specifications, including, without limitation, the operational plans, control and protective devices or settings, and the Generating Facility system design, type, size or configuration. If the Customer desires to make such changes or modifications, the Customer must revise and resubmit to TEP plans describing the changes or modifications for approval by TEP. No such change or modification may be made without the prior written approval of TEP.

4.2. Customer shall own and be fully responsible for the design, procurement, installation, operation and maintenance (including the costs thereof) of the following:

a. the Generating Facility in accordance with the requirements of Applicable Law and Regulations (including any applicable construction and safety codes), the DG Interconnection Requirements, Good Utility Practice and the Operating Procedure. The Customer shall provide TEP with copies of any city and county permits associated with the construction and operation of the Generating Facility prior to its interconnection with the TEP System.

b. Generating Facility and Customer Interconnection Facilities control and protective devices, in addition to the protection specified in the DG Interconnection Requirements, to protect against abnormal operating conditions including, without limitation, failure of any inverter's anti-islanding protection. Such protective devices shall be capable of immediately isolating the Generating Facility from the TEP System.

c. the required Service Disconnect, which shall be installed in a location where TEP personnel will have easy and unrestricted accessibility at all times during the Term. TEP shall have the right to lock open/rack out and tag the Service Disconnect without notice to Customer as set forth in Section 5.3 below.

4.3. Interconnected Operations. Customer will not commence interconnected operation of its Generating Facility with the TEP System unless and until: (a) TEP has received any required ACC Approval, (b) the installation of the Customer Interconnection Facilities have been inspected by an authorized TEP representative in accordance with the DG Interconnection Requirements, (c) Customer receives final written notification from TEP in accordance with the DG Interconnection Requirements that the Generating Facility and the Customer Interconnection Facilities are in compliance with the DG Interconnection Requirements and any other requirements set forth herein or otherwise agreed to by the Parties, and (d) the Operating Procedure has been approved and executed by TEP and Customer.

4.4. Electrical Output. The electrical output of Customer's Generating Facility shall not contain harmonic content which may cause disturbances on or damage to the TEP System, or other systems, including, without limitation, any TEP or third-party computer, telephone, communication equipment, protective relays and other sensitive electronic or control systems. Such electrical output shall additionally meet the applicable standards set forth in the DG Interconnection Requirements.

4.5. Customer shall exercise reasonable care to assure that the electrical characteristics of its load and Generating Facility, such as deviation from sine wave form or unusual short interval fluctuations in power demand or production, shall not be such as to result in impairment of service to other customers or in interference with operation of computer, telephone, television or other communication systems or facilities. The current imbalance for a three-phase system, as measured at the Customer's service entrance section, shall not be greater than ten percent (10%) at any time. The Customer's Generating Facility is required to control its power factor within the range defined in Appendix F attached hereto.

4.6. Permits. Customer shall obtain and maintain all Permits required for the construction and operation of the Generating Facility.

4.7. Effect of Review by TEP. Any review by TEP of the design, construction, engineering, operation or maintenance of the Generating Facility and Customer Interconnection Facilities is solely for the information of TEP. By making any such review, TEP makes no representation as to the technical feasibility, operational capability or reliability of the Generating Facility or the Customer Interconnection Facilities. Customer shall in no way represent to any third party that any such review by TEP of the Generating Facility or Customer Interconnection Facilities, including, but not limited to, any review of the design, construction, operation or maintenance of the Generating Facility or the Customer Interconnection Facilities, is a representation by TEP as to the technical feasibility, operational capability or reliability of the Generating Facility or the Customer Interconnection Facilities. Customer is solely responsible for the technical feasibility, operational capability and reliability of the Generating Facility or the Customer Interconnection Facilities.

4.8. Payments. Customer shall reimburse TEP, as invoiced, within thirty (30) calendar days after the date of invoice for any costs and expenses incurred by TEP for which Customer is responsible hereunder.

4.9. Operating Procedure. Customer shall designate a representative to work with TEP's authorized representative on matters associated the Operating Procedure. Such Customer authorized representative shall have authority to act on behalf of Customer with respect to the following matters related to the Operating Procedure:

a. to establish written procedures and standard practices consistent with the provisions of this Agreement for the guidance of system load dispatchers and other operating employees concerning matters affecting interconnected operations, delivery of power, interchange of energy, coordination of outage schedules, and other operating matters; and

b. to establish written procedures as required for scheduling, metering, communication and control facilities. Such procedure or practice shall be effective when signed by the designated representatives of the Parties.

5. TEP RIGHTS AND RESPONSIBILITIES.

5.1. TEP Test Equipment. TEP shall have the right to install TEP Test Equipment on the Property for TEP's research purposes. All such TEP Test Equipment shall be owned, furnished, installed, operated and maintained by TEP.

5.2. Site Access. TEP shall have the right to unrestricted access to the Property without notice to Customer at any time during the Term that TEP believes a hazardous or emergency condition exists and immediate action is necessary to protect persons, TEP facilities or third parties' property from damage or interference caused by the Generating Facility or improperly operating protective devices, to enable TEP to conduct any of the following activities: (a) inspect the Generating Facility and the Customer Interconnection Facilities, (b) inspect, read, test, and maintain any TEP installed equipment, including without limitation, the TEP Interconnection Facilities, and (c) disconnect the Generating Facility from the TEP System as set forth in Sections 5.3 and 12.2 below. Additionally, Customer shall provide TEP access to the Property upon at least seventy-two (72) hours prior notice to enable TEP to inspect, read, test, and maintain or repair any TEP equipment, including, without limitation, the TEP Interconnection Facilities and any TEP Test Equipment, and to open the Service Disconnect when a clearance is required by TEP personnel.

5.3. Service Disconnection. In addition to the right to disconnect the Generating Facility set forth in Section 12.2 below, TEP may disconnect the Generating Facility as necessary: (a) to protect the TEP System's integrity (including the integrity of the interconnected network in the Southwest of which the TEP System is a part), (b) at any time that TEP, in its sole discretion, determines that interconnected operation of the Generating Facility with TEP System could adversely affect the TEP System or endanger life or property, or (c) as otherwise provided in the DG Interconnection Requirements. TEP will provide Customer with as much prior notice as reasonably possible of any disconnection under this Section 5.3. In the event TEP or its authorized agents lock open/rack out the Service Disconnect, Customer shall not remove or tamper with such lock.

5.4. TEP will not install or maintain any lines or equipment on Customer's side of the Point of Interconnection except, at TEP's election, a meter and TEP Test Equipment. For the mutual protection of Customer and TEP, only TEP authorized employees are permitted to make and energize the service connection between the TEP System and the Customer's service entrance conductors. Such employees shall carry proper credentials which they will show to Customer upon request.

5.5. Filings. If deemed necessary by TEP, TEP shall file this Agreement with the appropriate Governmental Authority, including the ACC. Customer shall reasonably cooperate with TEP with respect to such filing(s) and provide any information reasonably requested by TEP needed to comply with applicable regulatory requirements. Notwithstanding any other provisions of this Agreement, TEP shall have the right to unilaterally file with the ACC, pursuant to the ACC's rules and regulations, an application for a change in requirements, charges, classification, or service, of any rule, regulation, tariff or agreement relating hereto.

6. TECHNICAL SPECIFICATIONS.

6.1. The Generating Facility shall meet the specifications set forth in Appendix A, Appendix B, Appendix C and Appendix D attached hereto.

6.2. Customer shall maintain the Minimum Protective Devices, Relays and Interconnection Requirements, and accordingly has installed or shall cause to be installed the following minimum protective and safety equipment on the Generating Facility:

a. A Service Disconnect as set forth in Section 3.1 above.

b. A circuit breaker on the inverter output.

c. Minimum protective devices provided in the inverter package and as set forth in the DG Interconnection Requirements.

d. Such other equipment as shall mutually be agreed upon by the Parties from time to time during the Term.

6.3. The electric service supplied under this Agreement shall be in the form of three-phase alternating current at approximately 60 Hertz and approximately 208 volts.

6.4. Customer shall give TEP at least five (5) working days prior notice of initial startup of the Generating Facility. TEP shall have the right to have a representative present during initial energizing and testing of the Generating Facility.

6.5. Customer agrees to allow TEP and its authorized agents access to control facilities to conduct whatever periodic tests it may deem necessary, as set forth in Section 5.2 above. TEP will provide Customer with reasonable advance notice of such tests, and Customer's representatives may be in attendance when such tests are performed.

6.6. If the Generating Facility is 300kW or larger, Customer shall provide to TEP, at Customer's cost, telemetered megawatt quantities of the Generating System's output for purposes of TEP's operating reserve calculations.

7. REPRESENTATIONS.

7.1. Organization and Authorization. Each Party represents: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of that Party.

7.2. No Conflict. Each Party represents that other than as disclosed herein, the execution and delivery of this Agreement and ancillary agreements hereto by that Party does not: (i) conflict with, or result in any violation or breach of, any provision of that Party's respective charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which that Party is a party; or (iii) materially conflict with or violate any franchise, license, or any Applicable Laws and Regulations applicable to that Party.

8. INDEMNIFICATION. Except for those matters resulting from the willful misconduct of the Party seeking indemnification hereunder (the "***Indemnified Party***"), the other Party (the "***Indemnifying Party***") shall indemnify, defend and hold the Indemnified Party, its shareholders, officers, directors, affiliates, agents, employees and their respective successors and permitted assigns harmless from and against any and all losses, damages, liens, liabilities, costs, expenses, penalties, assessments, and judgments (including reasonable attorneys' fees and interest) stemming from any third-party claims,

actions, proceedings, demands, suits or other disputes, to the extent resulting from: (i) any material breach of any obligation or covenant of the Indemnifying Party contained herein; (ii) the Indemnifying Party's construction, ownership, or operation of, or by failure of, any of the Indemnifying Party's facilities used in connection with this Agreement; or (iii) the negligent acts, errors, omissions or willful misconduct of the Indemnifying Party incident to the performance of this Agreement.

9. WARRANTY. TEP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND HEREUNDER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TEP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE GENERATING FACILITY, THE INTERCONNECTION FACILITES OR TEP'S SYSTEM, THEIR OPERATION, SAFETY, INSTALLATION OR COMPLIANCE WITH ANY BUILDING OR SAFETY CODES, RULES OR REGULATIONS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEP HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED THEREWITH. Further, no TEP approvals given or actions taken under this Agreement shall be construed as a warranty or representation to Customer or any third party regarding the safety, durability, reliability, performance or fitness of the Generating Facility or the Interconnection Facilities, or any associated control or protective devices or the design, construction, installation or operation thereof.

10. LIMITATION OF LIABILITY.

10.1. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUES OR LOST PROFITS, AND WHETHER BASED IN TORT, CONTRACT OR OTHERWISE. PROVIDED, THIS SECTION 10.1 LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS HEREUNDER.

10.2. In addition to the limitation of liability set forth above, TEP shall not be liable to Customer or any third party for any damages occasioned by fluctuations, interruptions or curtailment of the TEP System or for any loss, cost or expense incurred by Customer that may result from any action taken by TEP pursuant to Section 5.2 or 5.3 above or Section 12.2 below. Provided further, nothing contained in this Agreement shall be constructed to increase the scope of TEP's liability to Customer beyond that set forth in TEP Rules and Regulations or otherwise under Applicable Laws and Regulations.

11. INSURANCE. The Parties acknowledge and agree that due to the risk of Customer incurring or causing damages in performing hereunder, it is recommended and may be consistent with Good Utility Practice for Customer to obtain general liability or other insurance or some other suitable financial instrument sufficient to meet its construction, operating, and liability responsibilities hereunder. The Parties further acknowledge and agree that TEP not requiring Customer to carry general liability or other insurance coverage incident to its operation of the Generating Facility or other performance obligations hereunder shall not constitute TEP's waiver of any legal or equitable rights or remedies it may have against the Customer.

12. TERMINATION.

12.1. Termination. This Agreement may be terminated:

a. At any time by mutual written agreement of the Parties;

b. By either Party on three (3) days written notice in the event the other Party fails to make any payment required hereunder when due;

c. By either Party on thirty (30) days written notice in the event the other Party commits a material breach of this Agreement (other than a breach under Section 12.1.b for failure to pay), and fails to cure the same within such thirty (30) day period. Provided, however, that neither Party shall have the right to terminate this Agreement under this Section 12.1.c if the nature of the other Party's default is such that more than thirty (30) days are reasonably required for its cure and the defaulting party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

d. by TEP if the Customer terminates its electric utility service with TEP and/or vacates or abandons the Property or the Generating Facility without mutual agreement of the Parties.

12.2. Effect of Termination. Upon termination or expiration of this Agreement, Customer shall immediately and permanently lock open/rack out the Service Disconnect. In the event Customer fails to do so, TEP shall have the right to enter the Property to permanently lock open/rack out the Service Disconnect without liability to Customer or any third party and Customer hereby consents to such entry and disconnection. Customer shall additionally immediately physically remove the Customer electrical conductors connecting the Generating Facility to the Service Disconnect to eliminate any inadvertent future interconnected operation. TEP reserves the right to inspect the Generating Facility to verify that the Generating Facility is permanently disconnected. All costs required to effectuate such disconnection shall be borne by the Customer.

13. UNCONTROLLABLE FORCES. Neither Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations to pay any amounts owed hereunder) when a failure of performance shall be due to an Uncontrollable Force. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

14. MISCELLANEOUS.

14.1. Entire Agreement. This Agreement is the final integration of the agreement between the Parties with respect to the matters covered by it and supersedes any prior understanding or agreements, oral or written, with respect thereto. In the event of a conflict between the provisions of this Agreement and any Appendix hereto, the Appendix shall govern. This Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

14.2. Modification, Waiver and Severability. This Agreement may not be modified or supplemented except by written instrument signed by the Parties, and if deemed necessary by TEP, approved by the ACC. No waiver of any default or breach hereof shall be deemed a waiver of any other default or breach thereof. If any part of this Agreement is declared by a court of competent jurisdiction to be void and/or unenforceable, such part shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.

14.3. Assignment. Customer may not assign its rights nor delegate its duties under this Agreement, or any part thereof without the prior written consent of TEP. Any such assignment or delegation made without such written consent shall be null and void. This Agreement shall be binding on the Parties' respective successors and permitted assigns.

14.4. Section Headings. Section headings appearing in this Agreement are inserted for convenience only, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

14.5. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, without regard to the choice of law provisions thereof.

14.6. Dispute Resolution. If a dispute arises between the Parties under this Agreement or a Party's performance hereunder, the Parties agree that such dispute will be resolved in the manner prescribed in this Section 14.6.

a. Notification and Response. Promptly upon the occurrence of the dispute, the aggrieved Party will notify the other Party in writing (the "***Claimant's Statement***"), setting forth in sufficient detail the basis for the dispute, the aggrieved Party's position, and its proposal for resolution of the dispute. Within ten (10) business days following receipt of the Claimant's Statement, the other Party will respond in writing (the "***Responsive Statement***") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute.

b. Good Faith Negotiation. Within ten (10) business days after the aggrieved Party's receipt of the Responsive Statement, the Parties will meet and attempt in good faith to expeditiously negotiate a resolution to the dispute. Each Party will have a representative are authorized to act for the Party and resolve this dispute without resort to higher authority at that opening session and throughout the dispute resolution procedure described in this Section 14.

c. Dispute Resolution by Mediation. Any dispute(s) arising out of or relating to this Agreement shall be subject to binding mediation by a mutually acceptable mediator. If no mediator is mutually acceptable, then a mediator shall be appointed by the Arizona office of the American Arbitration Association, at the request of any Party. The costs of mediation, including the other Party's reasonable attorney's fees, shall be borne by the losing Party and as prescribed by the mediator.

d. Arizona Corporation Commission. In the event such dispute is not resolved by mediation, then the Parties consent to jurisdiction to resolve any such dispute by the Arizona Corporation Commission.

14.7. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement.

14.8. Expenses and Attorney's Fees. In any action between the Parties to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover expenses, including reasonable attorney's fees.

14.9. Compliance with Law. Customer shall comply with all Applicable Laws and Regulations at all times in performing under this Agreement.

14.10. Survival. After expiration or termination of this Agreement, those provisions which specifically provide for survival beyond expiration or termination, and all provisions, regarding warranty, indemnification and limitation of liability shall survive indefinitely or until the expiration of the time period specified elsewhere in this Agreement with respect to the provision in question.

14.11. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their successors and permitted assigns.

14.12. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the State, its political subdivisions or any department of either may, within three 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 to the agreement with respect to the subject matter of the agreement.

14.13. Notices. All notices under this Agreement shall be in writing and shall be given to the Parties thereto by personal service, or by certified or registered United States mail, return receipt requested, or by receipted confirmed facsimile, or by e-mail with electronic confirmation or by recognized overnight courier service, to the individuals at the addresses set forth below. Any notice shall be deemed given: (i) upon delivery if delivered in person, (ii) upon the date of receipt if sent by United States mail; (iii) upon receipt of confirmation if sent by facsimile; (iv) upon delivery if delivered by commercial courier service; or (v) upon receipt if delivered by e-mail with electronic confirmation.

If to TEP: Tucson Electric Power Company
Attn: Chris Lindsey, P.E.
Tucson Electric Power Co.
4350 E. Irvington Road
Tucson, AZ 85714
Telephone: 520-918-8304
Email: clindsey@tep.com

If to Customer: Town of Oro Valley
Bayer Vella
11000 N. La Canada Dr.
Oro Valley, AZ 85737
Telephone: 520-229-4810
Email: bvella@orovalleyaz.gov

Cc to: Town of Oro Valley
Tobin Rosen, Town Attorney
11000 N. La Canada Drive
Oro Valley, Arizona 85737

Telephone: (520) 229-4760

Either Party may change its address for notice by written notice given to the other Party in the manner hereinabove provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date.

TUCSON ELECTRIC POWER COMPANY

By:_____

Print Name:_____

Title:_____

TOWN OF ORO VALLEY

By:_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Rosen, Town Attorney

Date: _____

Appendix A
Customer Generating Facility

Solar Technology Type: Carport Structure Photovoltaic System

Nameplate Rating of System (STC): 356kW

Appendix B
Interconnection Facilities

1. Interconnection Facilities.
   1.1 Customer Interconnection Facilities:

   System 1 170kW – Meter #TR9-7456
   Connected thru a new 800A breaker within the Customer's new 2000A, 208Y/120V three-phase Service Entrance Equipment. An 800A non-fused disconnect (System disconnect for the Utility) to be located near the DG meter.

   System 2 170kW – Meter #TR9-3929
   Connected thru a new 800A breaker within the Customer's new 2500A, 208Y/120V three-phase Service Entrance Equipment. An 800A non-fused disconnect (System disconnect for the Utility) to be located near the DG meter.

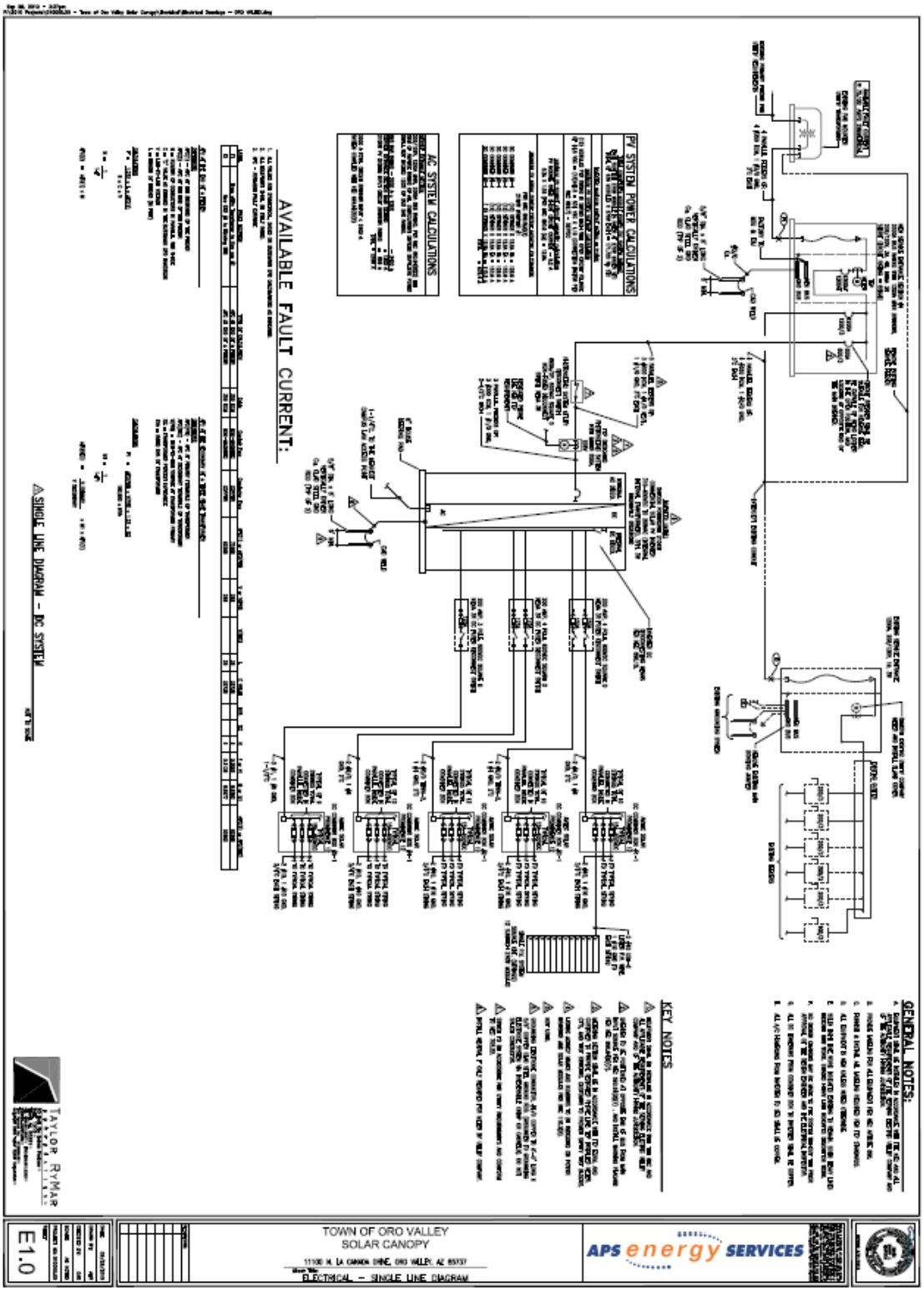
   1.2 TEP Interconnection Facilities:

   System 1 - From TEP's meter, connection to customer is made at the 300 kVA three-phase pad-mounted transformer bank BHC-97.

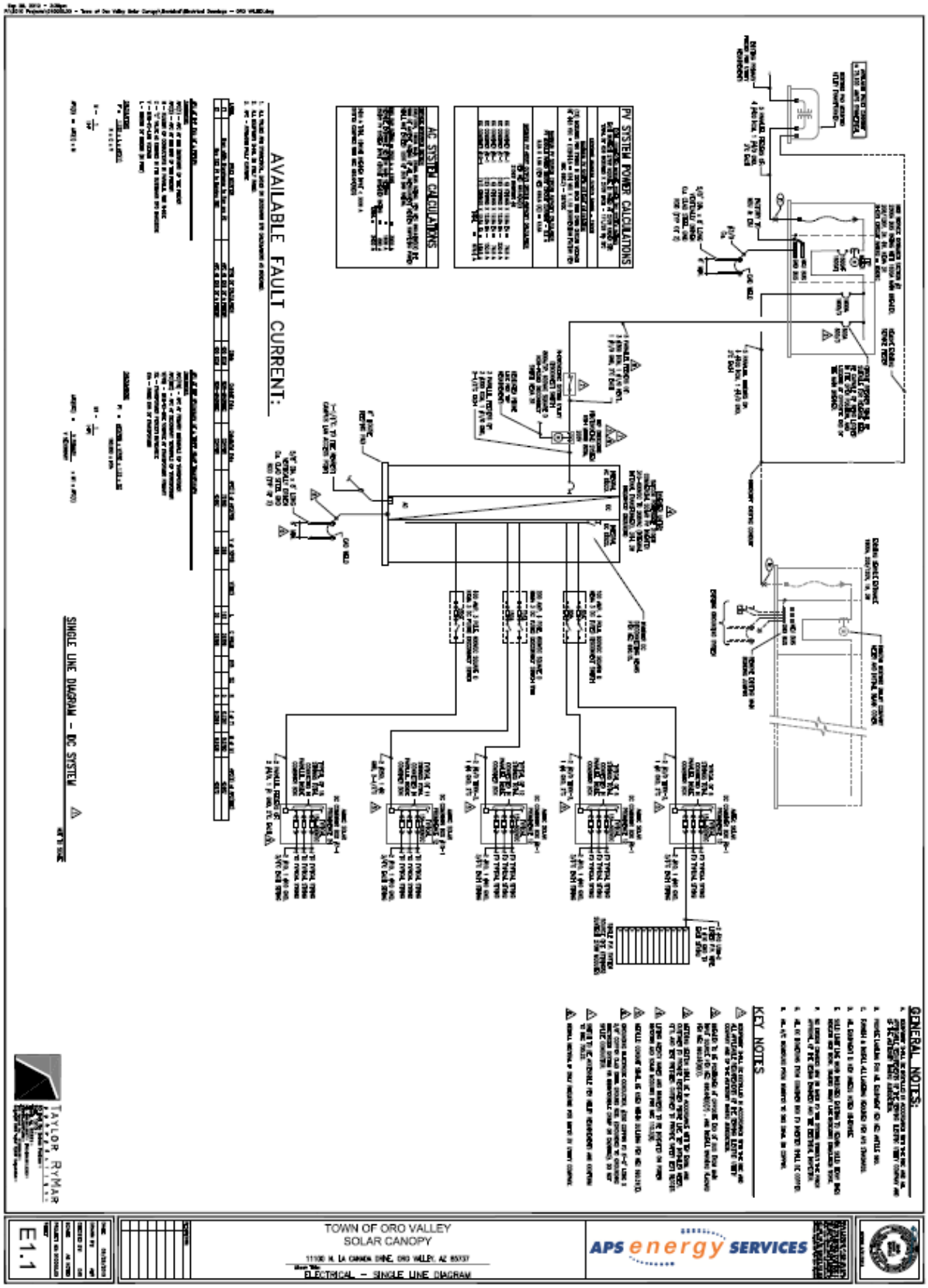
   System 2 - From TEP's meter, connection to customer is made at the 300 kVA three-phase pad-mounted transformer bank BHC-42.

Appendix C
Electrical One-Line Diagram

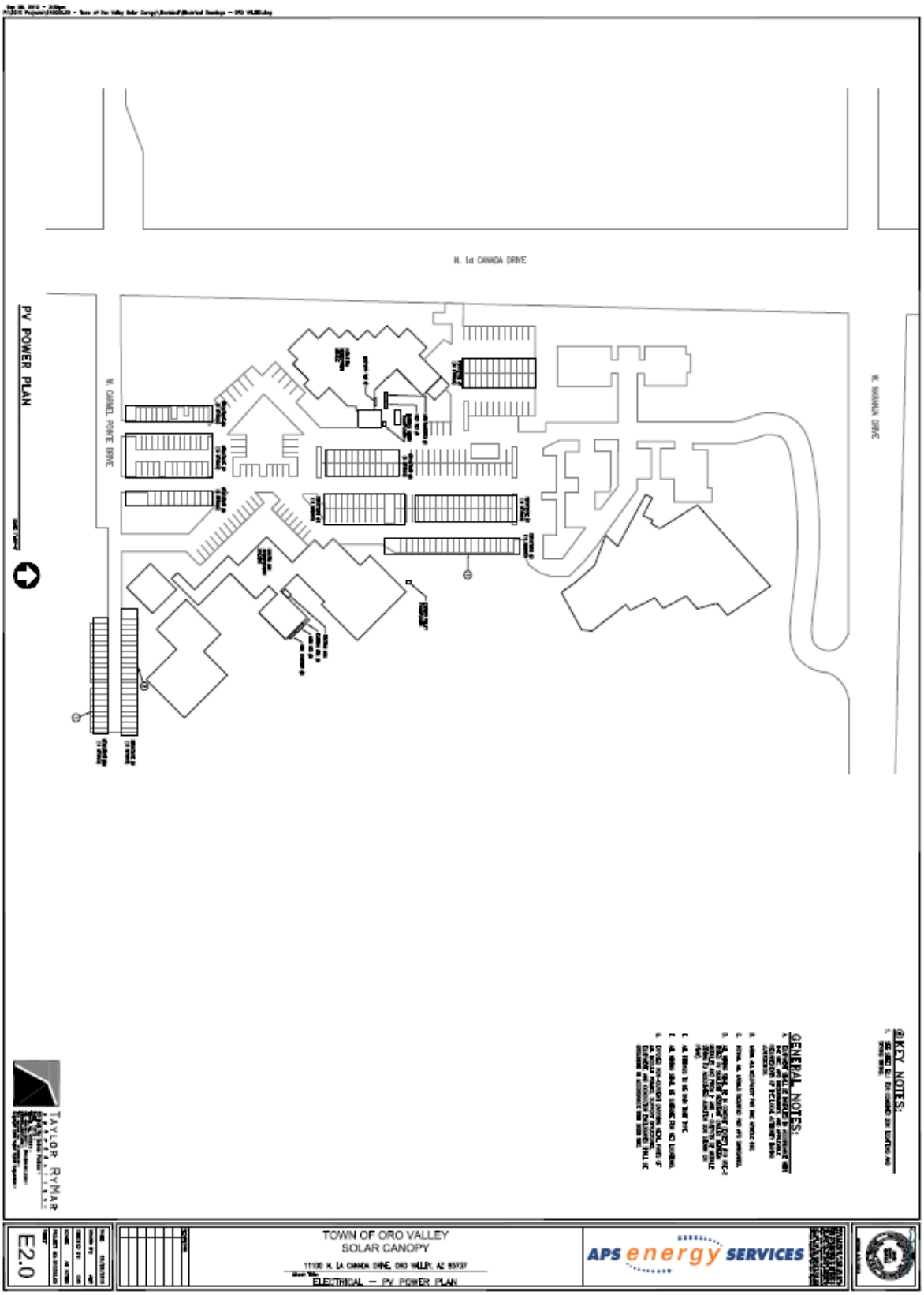
System 1



System 2


PV SYSTEM POWER CALCULATIONS
AC SYSTEM CALCULATIONS
AVAILABLE FAULT CURRENT:
SINGLE LINE DIAGRAM - DC SYSTEM
GENERAL NOTES:
KEY NOTES
TAYLOR RYMAR
TOWN OF ORO VALLEY
SOLAR CANOPY
11100 N. LA CANADA DRIVE, ORO VALLEY, AZ 85737
ELECTRICAL - SINGLE LINE DIAGRAM
APS energy SERVICES
E1.1

Appendix D
Map of Facility Location
and Site Plan



Appendix E
DG Interconnection Requirements

Not Attached
Available on TEP Website

APPENDIX F: OPERATING PROCEDURE

SUBJECT: Town of Oro Valley PV System

Date: 02/08/11
Revision 0

Prepared by: System Control – Tucson Electric Power Company

OPERATING INSTRUCTIONS AND PROCEDURES

FOR USE BY TUCSON ELECTRIC POWER

AND

THE TOWN OF ORO VALLEY

IN THE OPERATION OF THE FEED TO THE TOWN OF ORO VALLY PV FACILITY FED BY

TUCSON ELECTRIC POWER COMPANYS DISTRIBUTION SYSTEM

Original Operating Procedure dated February 8, 2011

1. INTENT OF OPERATING INSTRUCTIONS AND PROCEDURES

The intent of this Standard Operating Procedure is to provide a definitive understanding between Tucson Electric Power and The Town of Oro Valley as to the approved procedures, which are to be followed in the execution of routine and emergency operations.

2. DEFINITIONS

a. Tucson Electric Power Company shall be referred to as TEP. The authorized operating representative for TEP shall be the TEP Distribution System Control office (745-7149) located in Tucson, Arizona.

b. The Town of Oro Valley shall be referred to as the Customer. The Customer's representative shall be Bayer Vella located at 11000 N. La Canada Dr., Oro Valley, AZ 85737.

c. Clearance. A clearance is a statement, with documentation, by the individual having complete operational authority over all parts of a line or electrical equipment that said line or equipment is disconnected from all known sources of power and tagged. It is the assurance that all proper precautionary measures have been taken and those workmen may proceed to inspect, test, and install grounds on the circuit. A clearance further requires that a line or equipment remain isolated from the system and tagged until released by the person holding the clearance. Inter-company clearances will be handled as they are today.

d. Hold for Orders. A Hold for Orders is an order issued to a foreman, journeyman, or other responsible person relinquishing control of a particular circuit from TEPs System Operator to the individual accepting the Hold. The TEP System Operator will order a hold tag placed on the operating handle of the control device which feeds the circuit, and all automatic reclosing will be disabled from the protective device. Should the tagged protective device trip out or open for any reason, the circuit may not be re-energized until the system operator receives a release from the person who received the Hold for Orders. Inter-company Hold for Orders will be handled as they are today.

e. Rancho Vistoso Substation . This is a TEP owned, 138/13.8 kV substation located at 55 E. Tangerine Rd. TEP's facilities supply 13.8 kV feeders from this substation. The point of delivery is near 11000 N. La Canada Dr.

f. Point-of Interconnection.
System 1: BHC-97, a three-phase 300kVA pad-mounted transformer bank.
System 2: BHC-42, a three-phase 300kVA pad-mounted transformer bank.

3. GENERAL

The Customer's facility at 11000 N. La Canada Dr., Oro Valley AZ 85737 is currently fed from TEP's Rancho Vistoso Substation Circuit C-14. The point of interconnection for System 1 is BHC-97, a three-phase 300 kVA pad-mounted transformer bank located near 11000 N. La Canada Dr. The point of interconnection for System 2 is BHC-42, a three-phase 300 kVA pad-mounted transformer bank located near 11000 N. La Canada Dr. It is possible that at some future time it will become necessary for TEP to change the present configuration due to

loading, loss of source, or equipment. This change would not be apparent to the operators of the Customer facility.

For this reason it is necessary for the operators of the Customer's facility to contact the TEP Distribution System Control office prior to any switching involving their switchgear and the incoming TEP feed(s). This will insure that all precautions have been taken to keep equipment and personnel safe.

The phone contact number for the TEP Distribution System Control Office is 745-7149. This number is manned at all times. If for some reason contact cannot be established at this number, contact can be made with the TEP Transmission System Control Office at 745-3210. This number is likewise manned at all times.

4. ABNORMAL SYSTEM CONDITIONS

TEP and the Customer's representative will inform each other of any conditions on their respective systems which affect the ability of either system to transmit, and/or receive scheduled power and in the case of emergency conditions or interruptions will notify each other as quickly as possible.

a. TEP will notify the Customer representative if there is any indication of abnormal operating conditions that may affect the ability of the Customer to serve its load. These abnormal operating conditions may include but are not limited to distribution circuit or equipment failures.

b. TEP will investigate the abnormal operating condition in the appropriate order of priority along with any other activities that may be occurring on the system.

c. TEP will communicate the status of the abnormal operating condition to the Customer as it becomes known.

5. EMERGENCY OPERATIONS

During periods of any emergency, TEP and the Customer's agent will honor requests for operations on the associated equipment in a manner that will not create a hazard to personnel or equipment.

6. PLANNED OUTAGES

a. Planned outages will be handled between TEP and the Customer, and will be scheduled in accordance with each organization's established procedures.

b. TEP and the Customer will notify each other of any planned outages that may affect the ability of either party to deliver power.

c. Requests for outages shall be made with sufficient advance notice (72 hours at a minimum) or for abnormal circumstances, as soon as is possible.

7. AUTHORIZATION FOR WORK

a. Authorization to work on any line or equipment, which compromises a portion of the TEP power system, shall originate through TEP.

b. Authorization to work on any line or equipment, which compromises a portion of the Customer's power system, shall originate through the Customer.

8. REVISIONS AND CANCELLATIONS

a. These instructions are subject to review and revision at all times by the parties participating in these instructions.

b. Operating experience and/or system changes may well indicate desirability of reviewing instructions from time to time. When Customer and TEP are in accord, TEP will compile and distribute the approved revised instructions.

c. It is recommended that TEP and the Customer review this operating procedure at least annually

9. ACKNOWLEDGEMENT

The operating procedures set forth herein were agreed to by representatives of TEP and the Customer.

Tucson Electric Power Co.	Town of Oro Valley
By: _____	By:_____
Name: Chris Lindsey, P.E.	Name:
Title: Energy Services Engineer	Title:
Date:	Date:

Item #: 1.

Town Council Regular Session

Date: 03/16/2011

Requested by: Ainsley Legner, PRLCR Director

Submitted By: Ainsley Legner, Parks Recreations Library CR

Department: Parks Recreations Library CR

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING A PROPOSED ANGEL STATUE AT JAMES D. KRIEGH PARK IN MEMORY OF CHRISTINA-TAYLOR GREEN

RECOMMENDATION:

Staff recommends approval of the proposed angel statue to be located at James D. Kriegh Park in memory of Christina-Taylor Green.

EXECUTIVE SUMMARY:

The Town has been approached by a representative of the Green family with a request to have an angel statue installed at James D. Kriegh Park in her memory. This angel is a replica of the 9/11 World Trade Center Angel and will be provided by a foundation composed of families who lost loved ones in the 9/11 tragedy. Because Christina was born on 9/11/01 and was included in the book "Faces of Hope, Babies Born on 9/11", her memory would be honored with the placement of this statue near the baseball field named "Green Field" by the Town Council March 2, 2011.

The Green family has requested that the statue be installed by the end of March and unveiled at the Canyon del Oro Little League Opening Day Ceremonies scheduled for April 1, 2011. If approved, Town staff will work with the Green family and representatives from the 9/11 foundation to expedite the installation process.

BACKGROUND OR DETAILED INFORMATION:

The specifications and details regarding for the statue are in route to the Town at the time of this writing. The Town has been notified that the angel statue will be 9'11" tall and will be made of a rolled steel plate. Additional information regarding the statue will be presented at the March 16, 2011 Town Council Regular Session.

The proposed installation location at James D. Kriegh Park is just southeast of "Green Field".

Because of the expedited timing of the installation and dedication, the typical board and commission recommendations are not provided.

FISCAL IMPACT:

The statue and installation will be provided at no cost to the Town.

SUGGESTED MOTION:

I MOVE to (approve, deny) the proposed angel statue at James D. Kriegh Park in memory of Christina-Taylor Green.

Item #: 2.

Town Council Regular Session

Date: 03/16/2011

Requested by:	Philip Saletta, Water Utility Director	**Submitted By:**	Philip Saletta, Water
Department:	Water		

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING SHORT-TERM DELIVERY OPTIONS OF CENTRAL ARIZONA PROJECT WATER THROUGH THE TUCSON WATER SYSTEM

RECOMMENDATION:

Water Utility Staff has developed short-term interim options for the delivery of our Central Arizona Project (CAP) water through the Tucson Water System.

On February 14, 2011, the Water Utility Commission reviewed these CAP delivery options and unanimously approved a motion to recommend to Council that Water Utility Staff move forward with discussions with Tucson Water on the short-term CAP delivery options.

The Water Utility Commission and Water Utility Staff recommend that Council direct Water Utility Staff to discuss, negotiate and develop an Intergovernmental Agreement with the City of Tucson regarding the short-term options for interim delivery of Oro Valley's CAP water through the Tucson Water System. Once developed, this IGA would then be brought back to the Commission for review and Council for a request for approval.

EXECUTIVE SUMMARY:

Oro Valley Water Utility Staff has been planning for the development of our Central Arizona Project (CAP) water and as part of that process we are investigating short-term interim options that will help preserve and protect our aquifer. These short-term options will also defer significant capital expenditures for the long-term permanent delivery options for CAP water thus saving the Town money during this time of slow economic growth.

The slow down in growth in additional customers combined with the reduction of use from a conservation perspective, has reduced the water use projections from what was initially projected in 2007. This reduction in projected water demand allows the Town to defer the long-term development of our CAP water and focus on short-term options. Attached is a graph that indicates our water use projections and source of supply.

The need for these short-term options are related to our water level declines and the need to use our renewable water resources to provide "wet" water to reduce our obligations to the Central Arizona Groundwater Replenishment District (CAGRD). Reducing our obligations to CAGRD also reduces our payments and thereby saves the Water Utility money.

The concept of these short-term interim options is to deliver our CAP water through the Tucson Water System. This is also called "wheeling" our water through the Tucson Water System. Oro Valley's CAP

water would be delivered from the CAP canal to Tucson Water's recharge facilities. From the Tucson Water recharge facilities the CAP water is recovered through wells that deliver the water to a pumping plant that then delivers it to the Tucson Water distribution system. From the Tucson Water System it would then be delivered to the Oro Valley Water distribution system.

There are three possible options that have been analyzed financially: a 1,000 acre foot per year delivery, a 1,500 acre foot per year delivery and a 3,000 acre foot per year delivery. A table is attached that describes these options.

The most feasible option at this time is the 1,500 acre foot per year option, however, additional analysis and discussion with Tucson Water is necessary prior to finalizing any options at this time. This is why we are asking Council for direction to proceed with discussions and negotiations with Tucson Water to further assess the feasibility of these options and develop an Intergovernmental Agreement that would be brought back to Council at a later time for consideration.

BACKGROUND OR DETAILED INFORMATION:

The Water Utility has been studying short-term and long-term options for the development of our CAP water. The recent economic slow down has impacted our growth and water use projections and allows for more time to develop the details of the long-term options. The long-term options are much more capital intensive and more costly to operate than the short-term options. For this reason we are recommending that the focus be on short-term options and discussing the possibilities of a short-term interim Intergovernmental Agreement with the City of Tucson for delivery of our CAP water. The IGA would be for at least five-years and perhaps could be renewable for another five year term.

The concept of these short-term interim options is to deliver our CAP water through the Tucson Water System. This is also called "wheeling" our water through the Tucson Water System. Oro Valley's CAP water would be delivered from the CAP canal to Tucson Water's recharge facilities. From the Tucson Water recharge facilities the CAP water is recovered through wells that deliver the water to a pumping plant that then delivers it to the Tucson Water distribution system. CAP water from the Tucson Water distribution system would then be delivered to the Oro Valley Water distribution system at a connection point near Naranja and Shannon. Additional pumps and pipelines would need to be constructed at this location by Oro Valley Water Utility to deliver the water to our distributions system.

The need for considering these options are related to the water level declines in our aquifer and the need for "wet" water delivery to our system. These short-term options protect and preserve our aquifer. Currently our ground water production is approximately 8,000 acre feet per year (2.6 billion gallons). Studies conducted in 2007 indicate that a sustainable annual ground water production amount is 5,500 acre feet per year (1.8 billion gallons). The short-term projects that are proposed to be discussed with Tucson Water will reduce our groundwater demand and get us closer the 5,500 acre foot (af) sustainable groundwater production rate. Attached is a graph that depicts the water use and CAP water delivery options.

The attached table analyzes each project independently and compares them on a cost per acre foot basis. It also discusses the advantages and disadvantages of each project. For the short-term projects there are no significant additional rate increases that would be needed to move forward with these projects as compared to the rate increases from the recent Preferred Financial Scenario in the Water Rates Analysis Report (September 22, 2010). Essentially the rate increases proposed are unchanged by these projects. Beyond the five-year projection period, however, rate increases would be needed particularly for the 3,000 af option.

Although there is no significant change in the projected water rate increases, these projects do impact the end-of-year (EOY) fund balances in the 5-year projection period. The 1,000 af option has minor reductions in the EOY fund balances, the 1,500 af option has moderate reductions, and the 3,000 af option has significant reductions in the EOY fund balances. This is because the 3,000 af option requires more capital investment and debt service payments. After four or five years, a rate increase

over and above the projected increases would be required primarily due to the debt service payments of the 3,000 af option and the debt service coverage ratio requirements.

These short-term projects are both economically and technically feasible. Based upon our current information, at this time the 1,500 af project is the most feasible since it is the best fit for the Oro Valley water distribution system and is more compatible with the existing delivery capacity of the Tucson Water System. In addition the 1,500 af option is a reasonable level of capital investment that does not significantly impact the fund balances. The 3,000 af project is also feasible but requires more capital investment and is best suited for a five to ten year term. The 3,000 af project could be incorporated into an IGA as a future option subject to a request by Oro Valley and mutual agreement with Tucson Water. Recent field investigations indicate that additional costs may be necessary for the 3,000 af project.

We are asking Council to give Staff direction to we move forward with Tucson Water so the details of these short-term options can be discussed, negotiated and further developed to draft the specific terms of an IGA. Retaining flexibility for all three options will be important in our discussions with Tucson Water.

In addition to further protecting and preserving our aquifer, moving forward with these short-term options will put us in a better position with respect to our statutorily mandated Assured Water Supply Designation and the State of Arizona regulatory requirements in the Tucson Active Management Area. Currently all ground water must be replaced from either our Groundwater Allowance Account, through our recovery wells and storage accounts or through the Central Arizona Groundwater Replenishment District (CAGRD). The CAGRD rates are increasing significantly and these short-term CAP options help reduce both our reliance on the CAGRD and the associated payments that would be made to the CAGRD.

Another benefit of the short-term options is that we will also defer capital costs of the expensive long-term options. The short-term projects will allow Oro Valley time to cover a portion of the demands of our existing customers and although lower growth rates are expected over the next several years, these projects will also help meet a portion of the additional water demands from new growth. The short term projects will also provide opportunity and be compatible with the future long-term CAP delivery projects. For example, a portion of the additional pipeline and pumps that will be required for these short-term options would be utilized in the long-term CAP delivery projects as well. There is, however, a sunk cost (stranded cost) that is figured into our analysis for that portion of the infrastructure that would only be necessary and used for the short-term option.

It is anticipated that we will need at least three months to develop an IGA to bring back to the Commission and Council. In addition we would continue field investigations to refine the costs and project details, particularly for the 3,000 af project. A proposed tentative schedule is a follows:

2/14/11	Oro Valley Water Utility Commission Review
3/16/11	Present to TOV Council
3/17/11	Commence Negotiations on IGA with Tucson Water
6/3/11	Draft IGA complete
6/13/11	OV Water Utility Commission review of Draft IGA
7/?/11	Tucson Council consideration of IGA
7/20/11	TOV Council consideration of IGA
8/1/11	OVWU Staff commence design
10/1/11	OVWU Staff commence construction
1/1/12	Short-term/interim CAP delivery in operation

This proposed schedule is subject to the schedules of the Tucson City Council and the Tucson Water Staff. If the field investigations or IGA discussions take longer, requests for approvals of the IGA would also get delayed. If approvals do not occur until September for example, the short-term CAP delivery may not be in operation until after the first quarter of 2012. Regardless, it is important to

commence discussions with Tucson Water Staff. This is why Oro Valley Water Utility is requesting Council direction at this time to move forward with these discussions regarding the short-term CAP delivery options and negotiations of an IGA with Tucson Water.

FISCAL IMPACT:

At this time there is no fiscal impact other than Oro Valley Water Utility and TOV Legal Department Staff time to develop the IGA. OVWU Staff would also be required to conduct preliminary field investigations. Both of these would be done jointly with Tucson Water Staff.

Once the IGA is drafted and developed it would be brought back to the Commission for review and Council for consideration. At that time updated and more detailed cost estimates will be available when presented to the Commission and Council. If the IGA is approved, funds would then be required to design, construct and operate the project. Preliminary cost information is included in the attached table.

TOV Council has previously approved a study to determine the payment that would be made to Tucson Water for delivering Oro Valley's CAP water through the Tucson Water System. The preliminary results of this study are incorporated in the the attached table. When the study is complete, final costs for payment to Tucson Water would be incorporated into the IGA.

SUGGESTED MOTION:

I move to direct Water Utility Staff to discuss, negotiate and develop an Intergovernmental Agreement with the City of Tucson and Tucson Water for short-term interim delivery options of Oro Valley's Central Arizona Project Water through the Tucson Water System for Council for future consideration.

or I move to.....

Attachments

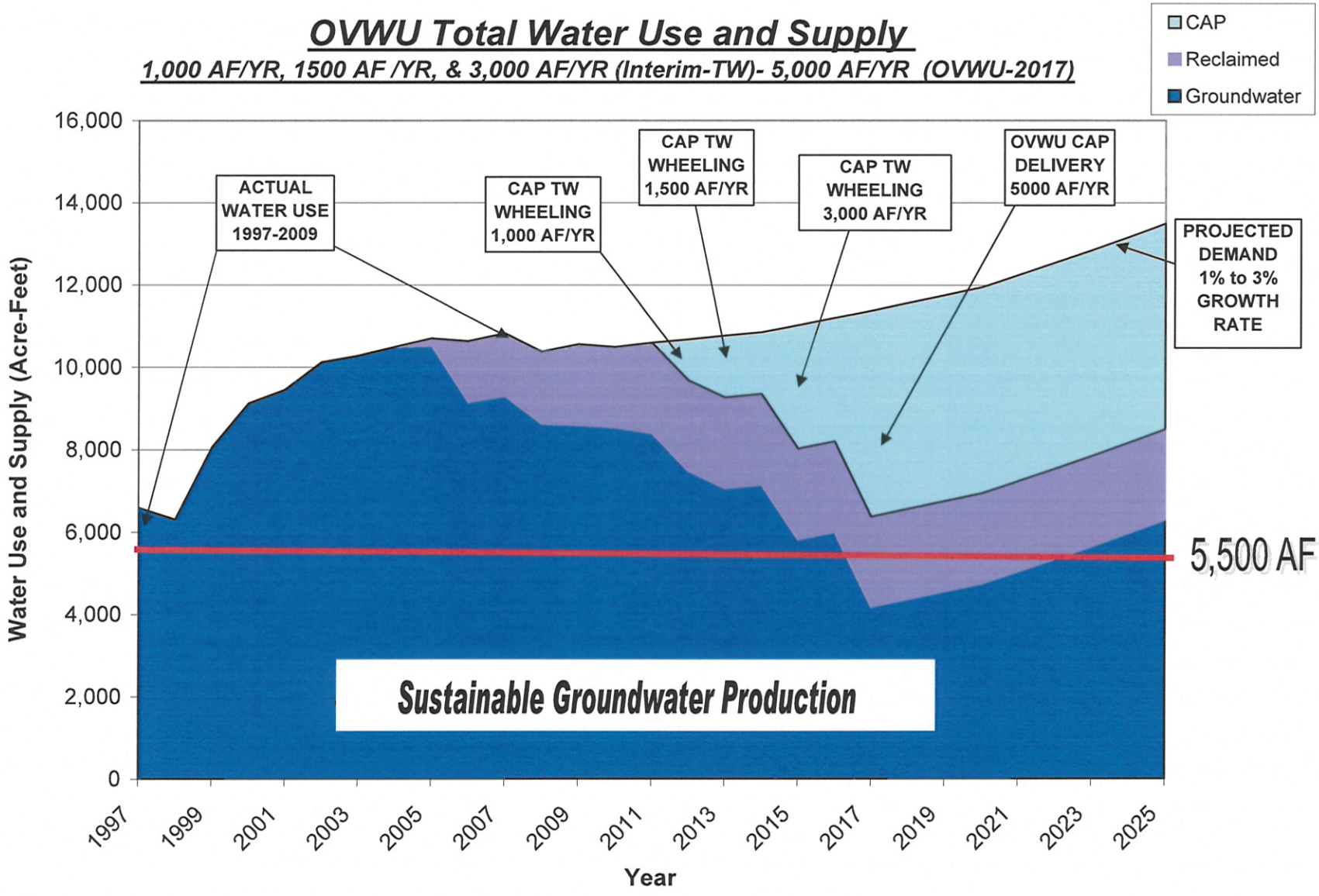
Link: Table-CAP Options

Link: Water Use Supply Table

DRAFT as of 2/7/2011

OPTIONS AND PRELIMINARY COST ESTIMATES FOR DELIVERING CAP WATER TO ORO VALLEY

	SHORT TERM			LONG TERM	
				OPTION 1	OPTION 2
Project	Interim Wheeling thru Tucson Water	Interim Wheeling thru Tucson Water	Interim Wheeling thru Tucson Water	Recharge & Recovery Phase I	Treatment & Direct Delivery Phase 1
Volume	1,000 AF / Year	1,500 AF / Year	3,000 AF / Year	5,000 AF / Year	5,000 AF / Year
Description of Project	Recharge Oro Valley's CAP water in Tucson Water's recharge basins; TW recovers water and delivers to Oro Valley; construct/install water infrastructure in Oro Valley for distribution of CAP water.	Recharge Oro Valley's CAP water in Tucson Water's recharge basins; TW recovers water and delivers to Oro Valley; construct water infrastructure in Oro Valley for distribution of CAP water.	Recharge Oro Valley's CAP water in Tucson Water's recharge basins; TW recovers water and delivers to Oro Valley; construct water infrastructure in Oro Valley for distribution of CAP water.	Recharge Oro Valley's CAP water in Lower Santa Cruz Replenishment Project; drill & equip recovery wells; construct water conveyance system to Oro Valley; construct water infrastructure improvements in Oro Valley for distribution of CAP water.	Deliver CAP water from the CAP canal, construct water treatment & conveyance system to Oro Valley; construct water infrastructure improvements in Oro Valley for distribution of CAP water.
Capital Costs	$50,000	$515,000	$6,619,000	$66,000,000	$77,000,000
Source of Supply					
Avg. Annual Costs:					
Sunk Cost	$10,000	$103,000	$323,020	$0	$0
TW Delivery	$562,000	$843,000	$1,686,000	$0	$0
O&M	$0	$0	$0	$2,500,000	$1,500,000
CAP Water	$135,600	$203,400	$420,600	$730,000	$655,000
Debt Service	$0	$0	$483,295	$4,030,663	$4,702,440
Cost per AF	$708	$766	$971	$1,452	$1,371
Power Savings	$119,780	$179,670	$366,120	$587,600	$587,600
CAGRD Savings	$201,087	$301,630	$511,564	$0	$0
GWA Savings	$0	$0	$0	$775,000	$775,000
Adjusted Cost per AF	$387	$445	$678	$1,180	$1,099
Timeline	Earliest: January 2012	Earliest: January 2012	Earliest: January 2013	Earliest: July 2015	Earliest: January 2016
Advantages	Uses CAP water the soonest Reduces groundwater pumpage Provides immediate relief to aquifer Provides transition to full usage of CAP allocation Provides operational learning curve Reliability built into TW recharge basins Reduces CAGRD obligation Delivers wet water No blending of CAP water required Requires water rate increases No significant change in water rate projections	Uses CAP water the soonest Reduces groundwater pumpage Provides immediate relief to aquifer Provides transition to full usage of CAP allocation Provides operational learning curve Reliability built into TW recharge basins Reduces CAGRD obligation Delivers wet water No blending of CAP water required Requires water rate increases No significant change in water rate projections	Uses CAP water the soonest Reduces groundwater pumpage Provides immediate relief to aquifer Provides transition to full usage of CAP allocation Provides operational learning curve Reliability built into TW recharge basins Reduces CAGRD obligation Delivers wet water System pressure mitigation Requires water rate increases No significant change in water rate projections	Oro Valley controls its own resource 50% of our total CAP allocation Further reduces groundwater pumpage Provides relief to aquifer Reliability built into recharge basins Reduces groundwater replenishment obligation Delivers wet water Requires water rate increases	Oro Valley controls its own resource 50% of our total CAP allocation Further reduces groundwater pumpage Provides relief to aquifer Reduces groundwater replenishment obligation Delivers wet water Requires water rate increases
Disadvantages	Subject to TW's price adjustments Interim agreement 1,000 AF/YR for up to 5 years Minor reduction in end of year cash balance	Subject to TW's price adjustments Interim agreement 1,500 AF/YR for up to 5 years Moderate reduction in end of year cash balance	Subject to TW's price adjustments May not be feasible due to TW flow capacity limitations Interim agreement 3,000 AF/YR for up to 5 years High capital cost High sunk cost Blending of CAP water with groundwater required Significant reduction in end of year cash balance	Requires we construct/maintain well recovery system Requires we construct/maintain water conveyance system to Oro Valley. Extended completion time line High capital cost	Requires CAP to construct/maintain reliability from canal Requires we construct/operate/maintain treatment facility Requires we construct/maintain water conveyance system to Oro Valley. Extended completion timeline High capital cost Blending of CAP water with groundwater required
1st Yr. Budget Increase	$335,500	$1,349,110	$1,053,625	TBD	TBD
Avg. Annual Budget Incr.	$401,358	$473,500	$1,460,067	$6,673,063	$6,269,840
For Customers Using 8K Monthly Bill Increases					
Commodity	0.6% - 1.8%	0.6% - 1.8%	0.6% - 1.8%	TBD	TBD
GPF	0.7% - 1.8%	0.7% - 1.8%	0.7% - 1.8%	TBD	TBD
(no change from rates analysis)					
Phase II	Extension of wheeling agreement No Phase 2 costs	Extension of wheeling agreement No Phase 2 costs	Extension of wheeling agreement No Phase 2 costs	TBD	TBD


OVWU Total Water Use and Supply
1,000 AF/YR, 1500 AF /YR, & 3,000 AF/YR (Interim-TW)- 5,000 AF/YR (OVWU-2017)
CAP
Reclaimed
Groundwater
ACTUAL WATER USE 1997-2009
CAP TW WHEELING 1,000 AF/YR
CAP TW WHEELING 1,500 AF/YR
CAP TW WHEELING 3,000 AF/YR
OVWU CAP DELIVERY 5000 AF/YR
PROJECTED DEMAND 1% to 3% GROWTH RATE
5,500 AF
Sustainable Groundwater Production
Water Use and Supply (Acre-Feet)
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
1997
1999
2001
2003
2005
2007
2009
2011
2013
2015
2017
2019
2021
2023
2025
Year

Item #: 3.

Town Council Regular Session

Date: 03/16/2011

Requested by:	David Williams, Planning Division Manager
Submitted By:	Matt Michels, Development Infrastructure Services
Department:	Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING - ORDINANCE NO. (O)11-08 FOR A TRANSLATIONAL ZONING FROM PIMA COUNTY RURAL HOMESTEAD (RH) TO ORO VALLEY R1-144 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT FOR A 10-ACRE ANNEXED AREA KNOWN AS ANNEXATION AREA “O”, LOCATED AT 14260 N. HAWK CANYON TRAIL, SOUTH OF STONE CANYON AND NORTH OF LA CHOLLA AIRPARK; PARCELS 219-15-003A AND 219-15-003B

RECOMMENDATION:

Staff recommends adoption of Ordinance No. (O)11-08, translational zoning of Annexation Area "O" to the Town of Oro Valley R1-144 (Single-Family Residential) Zoning District.

EXECUTIVE SUMMARY:

Annexation Area “O”, shown on the attached map and described on the attached legal description, was annexed into the Town of Oro Valley via Ordinance 09-13 (see Attachment #2).

In accordance with state statutes, the Town is required to apply Town zoning designations on the annexed properties. Section 9-471(L) of the Arizona Revised Statutes (ARS) states:

“A city or town annexing an area shall adopt zoning classifications which permit densities and uses no greater than those permitted by the county immediately before annexation.”

The Pima County zoning designation for this property is RH (Rural Homestead) zone. The appropriate Town of Oro Valley zoning designation is the R1-144 district.

The Planning and Zoning Commission heard this item on February 1, 2011, and recommended unanimous approval (see Attachments #3 and #4).

A detailed map of the annexation area is included as Attachment #5.

BACKGROUND OR DETAILED INFORMATION:

Overview of Existing Zoning and Proposed Translational Zone:

The Pima County RH zone is a low density, rural residential zone which allows one dwelling unit for each 180,000 square feet (approximately 4.1 acres).

R1-144 is the second lowest density Oro Valley zoning district. The minimum lot size is 144,000 square feet (approximately 3.3 acres).

General Plan Conformance:

The subject property lies within an area designated on the General Plan as “Rural Low Density Residential.” The translational zoning conforms with the General Plan.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to [adopt, adopt with conditions, or deny] Ordinance No. (O)11-08, FOR A TRANSLATIONAL ZONING FROM PIMA COUNTY RURAL HOMESTEAD TO ORO VALLEY R1-144 ZONING DISTRICT FOR A 10-ACRE ANNEXED AREA KNOWN AS ANNEXATION AREA “O”, LOCATED AT 14260 N. HAWK CANYON TRAIL.

Attachments

Link: Ord 11-08

Link: Attachment #2 - Exhibit A - Ordinance (O) 09-13 and Property Map

Link: Attachment #3 - 2/1/11 P&ZC Staff Report

Link: Attachment #4 - 2/1/11 DRAFT P&ZC Minutes

Link: Attachment #5 Location Map

ORDINANCE NO. (O)11-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, FOR A TRANSLATIONAL ZONING FROM PIMA COUNTY RURAL HOMESTEAD (RH) TO ORO VALLEY R1-144 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT FOR A 10-ACRE ANNEXED AREA KNOWN AS ANNEXATION AREA "O", LOCATED AT 14260 N. HAWK CANYON TRAIL, SOUTH OF STONE CANYON AND NORTH OF LA CHOLLA AIRPARK; PARCELS 219-15-003A AND 219-15-003B

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, the Town of Oro Valley, being the applicant, requests approval of a translational zoning from Pima County Rural Homestead (RH) to Oro Valley R1-144 (single family residential) zone for Annexation Area "O", located at 14260 N. Hawk Canyon Trail, south of Stone Canyon and north of La Cholla Airpark, Parcels 219-15-003A and 219-15-003B; and

WHEREAS, the Planning and Zoning Commission reviewed said translational zoning request at a duly noticed Public Hearing on February 1, 2011 in according with State statutes, and unanimously recommended approval to the Town Council; and

WHEREAS, the Town Council has duly considered the translational zoning request and the Planning and Zoning Commission's recommendation at a Public Hearing and finds that granting the requested translational zoning, attached hereto as Exhibit "A" and incorporated herein by this reference, it is consistent with the Town's General Plan and other Town ordinances.

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

SECTION 1. The translational zoning for Annexation Area "O", attached hereto as Exhibit "A" and incorporated herein by this reference, located at 14260 N. Hawk Canyon Trail, south of Stone Canyon and north of La Cholla Airpark, Parcels 219-15-003A and 219-15-003B is granted pursuant to A.R.S. Section 9-471(L) of the Arizona Revised Statutes and that all applicable standards of the Oro Valley Zoning Code Revised shall apply to said property.

SECTION 2. All Oro Valley ordinances, resolutions or motions and parts of ordinances, resolutions or motions of the Council in conflict with the provision of this Ordinance are hereby repealed.

SECTION 3 If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 16th day of March, 2011.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Rosen, Town Attorney

Date: _____

EXHIBIT “A”

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: LLW
DEPUTY RECORDER
1956 PE-2

SOROV
TOWN OF ORO VALLEY
11000 N LA CANADA
ORO VALLEY AZ 85737

DOCKET: 13605
PAGE: 1249
NO. OF PAGES: 7
SEQUENCE: 20091400403
07/22/2009
ORDIN 14:32

MAIL
AMOUNT PAID $ 9.00

ORDINANCE NO. (O) 09-13 AUG 10'09PM 2:48 TOV

AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE TOWN OF ORO VALLEY, ARIZONA, PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES, TITLE 9, CHAPTER 4, ARTICLE 7, AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN LIMITS OF THE TOWN OF ORO VALLEY, ARIZONA (10 ACRES, ANNEXATION AREA O)

WHEREAS, a petition in writing, accompanied by a map or plat of Annexation Area O, attached hereto as Exhibits "A" and "B", having been filed and presented to the Mayor and Council of the Town of Oro Valley, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the Town of Oro Valley, Arizona in the event of annexation within Annexation Area O as shown by the last assessment of said property, which said territory is contiguous to the Town of Oro Valley, Arizona, asking that Annexation Area O more particularly described in Exhibits "A" and "B" be annexed to the Town of Oro Valley, Arizona, extending and increasing the corporate limits of the Town of Oro Valley; and

WHEREAS, the Mayor and Council of the Town of Oro Valley, Arizona, desire to comply with said petition, extending and increasing the corporate limits of the Town of Oro Valley to include Annexation Area O; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the Town of Oro Valley, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and

WHEREAS, the provisions of ARS 9-471, and amendments thereto, have been fully observed; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the Office of the Town Clerk of the Town of Oro Valley, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the Office of the County Recorder of Pima County, Arizona.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona, as follows:

SECTION 1. That the following described territory be, and the same hereby is, annexed to the Town of Oro Valley, Arizona, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present Oro Valley limits, to wit as fully described in Exhibits "A" and "B", attached hereto and incorporated herein by this reference including county/state lands.

SECTION 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the Town of Oro Valley, Arizona, certified by the Mayor of said Town of Oro Valley, be forthwith filed and recorded in the Office of the County Recorder of Pima County, Arizona.

SECTION 3. All Oro Valley Ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 15th day of July, 2009.

TOWN OF ORO VALLEY

Paul H. Loomis, Mayor

ATTEST:

Kathryn E. Cuvelier, Town Clerk

Date: 7-20-09

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: 7/17/09

CERTIFICATION OF MAP

I, Paul H. Loomis, Mayor of the Town of Oro Valley, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. (O) 09-13 annexing the territory described in Ordinance No. (O) 09-13 and as shown on said map as a part of the territory to be included within the corporate limits of the Town of Oro Valley, Arizona.

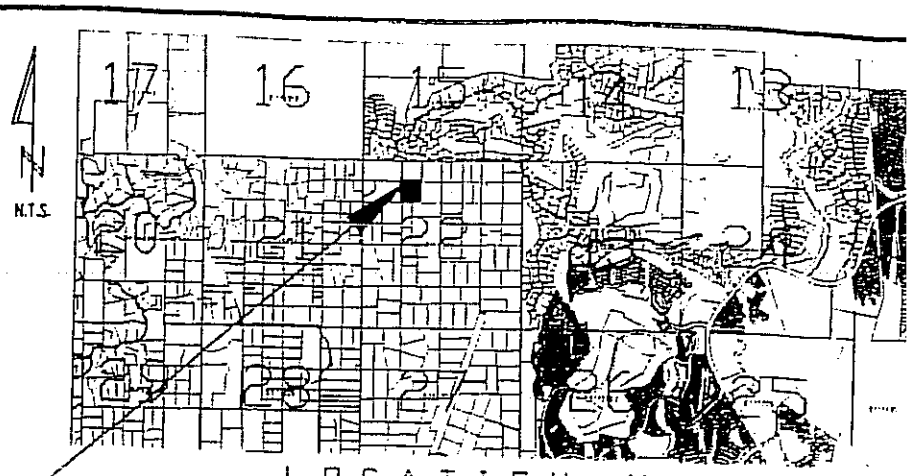
Paul H. Loomis, Mayor

ATTEST:

Kathryn E. Cuvelier, Town Clerk

Date: 7-20-09

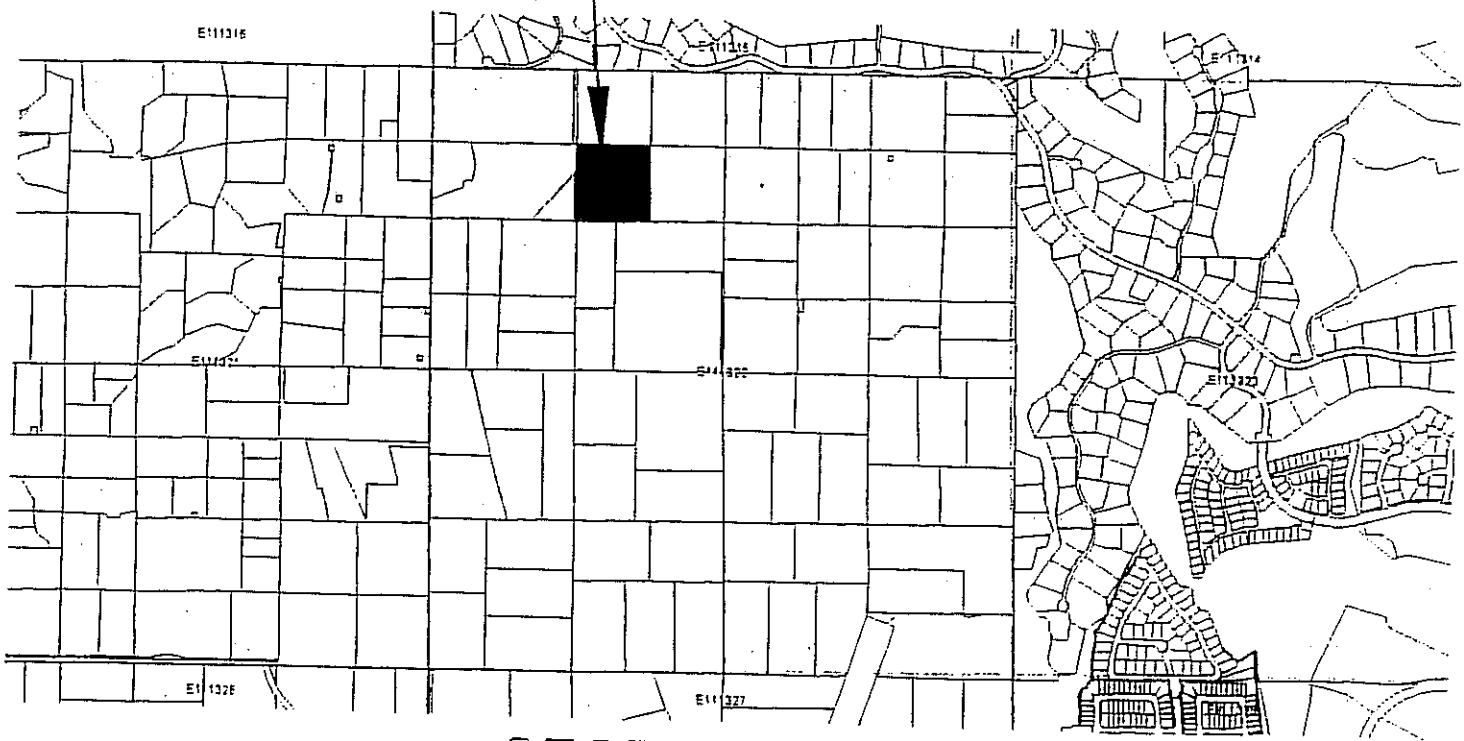
Exhibit "A"



LOCATION MAP
T 11 S, R 13 S

SCALE: 3" = 1 MILE

AREA TO BE ANNEXED



SECTION 22

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
35235
STAN G.
FARIS
Date Signed 05-07-08
ARIZONA U.S.A.

Expires 09-30-09

MAP OF THE TERRITORY TO BE ANNEXED TO THE TOWN OF ORO VALLEY ANNEXATION AREA Ø-2008

10141 N RANCHO SONORA DR.-ORO VALLEY AZ 85737-(520)219-4506

JOB NO.	DATE	SHEET	CLIENT
28014	04-28-2008	2 OF 2	TOWN OF ORO VALLEY

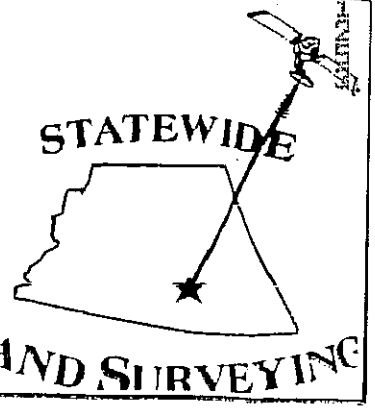


Exhibit "B"

STATEWIDE
LAND SURVEYING
10141 N. Rancho Sonora Drive, Oro Valley, AZ 85737-3679
Office (520) 219-4506 Fax (520) 219-4505

LEGAL DESCRIPTION

THAT PORTION OF SECTION 22, TOWNSHIP 11 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SECTION 22.

CONTAINING 10 ACRES MORE OR LESS.

STAN G. FARIS
05-07-08
Expires 09-30-09

MAY - 0

TOWN OF ORO VALLEY

PLANNING & ZONING COMMISSION **MEETING DATE: February 1, 2011**

TO: **PLANNING & ZONING COMMISSION**

FROM: **David A. Williams, AICP, Planning Division Manager**

SUBJECT: **Public Hearing:** Translational zoning from Pima County Rural Homestead (RH) zone to Oro Valley R1-144 (Single Family Residential) zoning district for a 10-acre annexed area known as Annexation Area "O", located at 14260 N. Hawk Canyon Trail, south of Stone Canyon and north of La Cholla Airpark, **OV911-002.**

SUMMARY

Annexation Area "O", shown on the attached map and described on the attached legal description, was annexed into the Town of Oro Valley via Ordinance 09-13.

In accordance with State Statutes, the Town is required to change, or "translate" the zoning on the annexed properties from the original designation to the closest comparable Oro Valley zone. Section 9-471(L) of the Arizona Revised Statutes (ARS) states:

> "*A city or town annexing an area shall adopt zoning classifications which permit densities and uses no greater than those permitted by the county immediately before annexation. Subsequent changes in zoning of the annexed territory shall be made according to existing procedures established by the city or town for the rezoning of land*."

The Pima County zoning designation for this property is RH (Rural Homestead) zone. RH is a low density residential district "*intended to preserve the character and encourage the orderly growth of rural areas in the county*". The most comparable Town of Oro Valley zoning designation is the R1-144 district. *"This district is intended to promote and preserve suburban-rural single-family residential development. The large lot size permits agricultural uses and promotes open space".*

DISCUSSION

Overview of Existing Zoning and Proposed Translational Zone

The Pima County RH zone is a low density, rural residential zone which allows one dwelling unit for each 180,000 square feet (approximately 4.1 acres).

R1-144 is the second lowest density Oro Valley zoning district. The minimum lot size is 144,000 square feet (approximately 3.3 acres).

General Plan Conformance

The subject property lies within an area designated on the General Plan as "Rural Low Density Residential". The translational zoning conforms with the General Plan.

PUBLIC NOTICE AND COMMENT

The property owners subject to this translational zoning have been notified and the public hearing has been noticed per Town standards. To date, no public comments have been received.

RECOMMENDATION

Staff recommends translating the zoning of this parcel to R1-144 (Single-Family Residential) District.

SUGGESTED MOTIONS

The Planning and Zoning Commission may wish to consider one of the following motions:

I move to recommend that the Town Council [adopt, adopt with conditions, or deny] the translational zoning of Annexation Area “O”, to the Town of Oro Valley R1-144 district.

ATTACHMENTS

1. Ordinance No. (O) 09-13
2. Property Map
3. Legal Description

S:\PERMPLUS\DOCS\OV911-002\P_PZC Report 2-1-11.doc

MINUTES
ORO VALLEY PLANNING AND ZONING COMMISSION
REGULAR SESSION
February 1, 2011
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

2. Public Hearing: Translational zoning from Pima County Rural Homestead (RH) zone to Oro Valley R1-144 (Single Family Residential) zoning district for a 10-acre annexed area known as Annexation Area 'O', located at 14260 N. Hawk Canyon Trail, south of Stone Canyon and north of La Cholla Airpark, OV911-01.

Matt Michels, Oro Valley Planning Division Senior Planner, presented the following:

- Location Map
- Zoning
- Recommendation

Chair Swope asked what was the surrounding zoning of the property. Mr. Michels replied the area all around the property is Pima County RH, the area to the north is within the Town is R1-44.

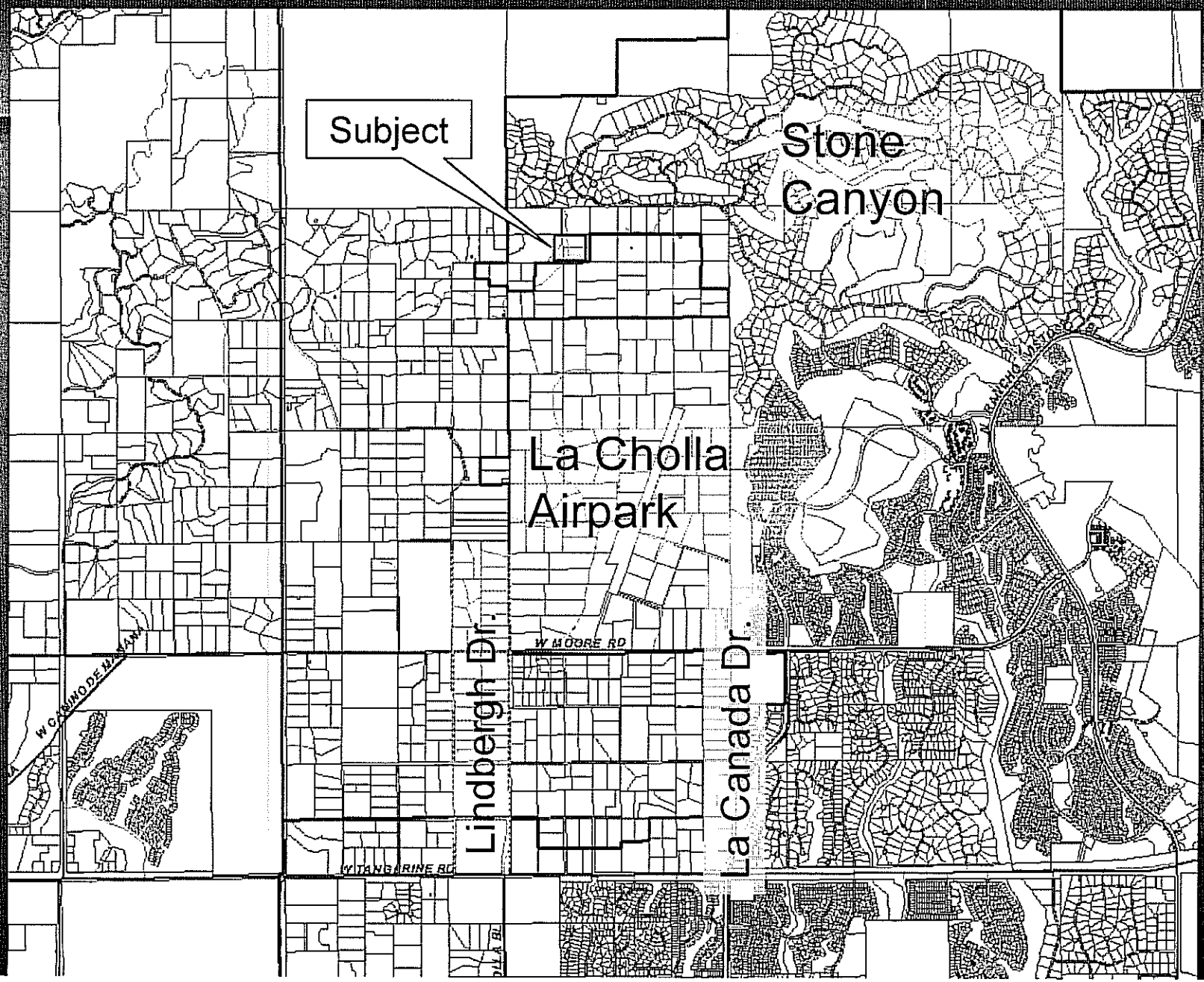
Commissioner Large asked if translation zoning is typically done at the time of annexation. Mr. Michels said yes, usually this type of action is done immediately after annexation which did not occur with this case. Mr. Williams commented this was a Planning Division error.

MOTION: A motion was made by Commissioner La Master and seconded by Commissioner Buette recommends that the Town Council adopt the translational zoning of Annexation Area 'O', to the Town of Oro Valley R1-144 district.

MOTION carried, 7-0.

DRAFT

Location Map



Item #: 4.

Town Council Regular Session

Date: 03/16/2011

Requested by:	Jose Rodriguez, Engineering Division Manager
Submitted By:	Jose Rodriguez, Development Infrastructure Services
Department:	Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING - ORDINANCE NO. (O)11-09 AMENDING THE ORO VALLEY TOWN CODE CHAPTER 10, OFFENSES, ARTICLE 10-6, ANTI-GRAFFITI; REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

RECOMMENDATION:

Staff recommends adoption of Ordinance No. (O)11-09. These amendments will allow Town staff to respond without delay for swift abatement and eradication of graffiti within the Town.

EXECUTIVE SUMMARY:

On October 20, 2010, the Town Council approved Ordinance No. (O)10-12, which adopted that certain document entitled Chapter 10, Offenses, Article 10-6, Anti-Graffiti with the condition that Staff examine Sections 10-6-3, Prohibited Acts, 10-6-4, Accessibility to Graffiti Implements and 10-6-8, Prevention Provisions for possible revisions.

Staff re-examined Sections 10-6-3, 10-6-4, 10-6-5 and 10-6-8. Sections 10-6-3 and 10-6-4 were found to be in compliance with A.R.S. § 13-3403; therefore, no changes are recommended. Amendments to Sections 10-6-5 Penalties and 10-6-8 Prevention Provisions are attached for Town Council consideration and possible action.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (adopt, adopt with conditions or deny) ORDINANCE NO. (O)11-09, AMENDING THE ORO VALLEY TOWN CODE CHAPTER 10, OFFENSES, ARTICLE 10-6, ANTI-GRAFFITI; REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER.

Attachments

Link: Ord 11-09

ORDINANCE NO. (O)11-09

AN ORDINANCE OF THE TOWN OF ORO VALLEY ARIZONA, AMENDING THE ORO VALLEY TOWN CODE CHAPTER 10, OFFENSES, ARTICLE 10-6, ANTI-GRAFFITI; REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, 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, on October 20, 2010, the Mayor and Council approved Ordinance No. (O)10-12, which adopted that certain document entitled Chapter 10, Offenses, Article 10-6, Anti-Graffiti with the condition that Staff examine Sections 10-6-3, Prohibited Acts, 10-6-4, Accessibility to Graffiti Implements and 10-6-8, Prevention Provisions for possible revisions; and

WHEREAS, Staff reexamined Sections 10-6-3 and 10-6-4 and found these sections to be in compliance with A.R.S. § 13-3403 and recommends no changes; and

WHEREAS, Staff reexamined Section 10-6-5, Penalties and made a minor amendment to this section; and

WHEREAS, Staff reexamined Section 10-6-8, Prevention Provisions and recommends changes to this section; and

WHEREAS, the Mayor and Council desire to adopt the proposed amendments to Chapter 10, Offenses, 10-6, Anti-Graffiti, Section 10-6-5, Penalties, and Section 10-6-8, Prevention Provisions that will allow the Town to respond without delay for swift abatement and eradication of graffiti within the Town.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Oro Valley, Arizona that Chapter 10, Offenses, Article 10-6, Anti-Graffiti, Sections 10-6-5 and 10-6-8 is hereby amended as follows:

SECTION 1. Oro Valley Town Code, Section 10-6-5, Penalties shall be amended to read as follows, with additions in all CAPS and **BOLD** and deletions in ~~strikethrough text~~.

Chapter 10, Offenses

Article 10-6, Anti-Graffiti

Section 10-6-5, Penalties

. . .

D. Community Service. In lieu of, or as part of, the penalties specified in this Section, a minor or adult may be required to perform community service as described by the court based on the following minimum requirements:

1. The minor or adult shall perform as least thirty (30) hours of community service within the Town boundaries of Oro Valley.

2. At least one parent or guardian of the minor **OR RESPONSIBLE ADULT** may be in attendance a minimum of fifty percent (50%) of the period of assigned community service.

. . .

SECTION 2. Oro Valley Town Code, Section 10-6-8, Prevention Provisions shall be amended to read as follows, with additions in all CAPS and **BOLD** and deletions in ~~strikethrough text~~.

10-6-8 Prevention Provisions

A. **Design of Potential Graffiti-Attracting Surfaces.** Any applicant for design review approval, conditional use permit, special use permit, unclassified use permit, development agreement, or other form of development or building permit shall, to the extent feasible, **CONSIDER AND EMPLOY SITE AND ARCHITECTURAL MEASURES TO DISCOURAGE GRAFFITI. THE SPECIFIC DESIGN CRITERIA AND STANDARDS ARE IDENTIFIED IN THE ADOPTED DESIGN CRITERIA AND STANDARDS OF THE ORO VALLEY ZONING CODE REVISED. THE SITE AND ARCHITECTURAL MEASURES TO BE ADDRESSED WHERE APPROPRIATE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:** ~~have designed any building structures visible from any public or quasi-public place in such a manner to consider prevention of graffiti, including, but not limited to the following:~~

1. Use of protective coating **OR OTHER PAINT PRODUCT SPECIFICALLY MANUFACTURED** to provide for the effective and expeditious removal of graffiti;
2. Use of additional lighting;
3. Use of non-solid fencing;
4. Use of landscaping **TO DISCOURAGE ACCESS** to ~~cover~~ large expansive **BUILDING AND SITE** walls ~~such as ivy or similar clinging vegetation~~; or
5. Use of architectural design to break up long continuous walls or solid areas.

B. **Design of Existing Graffiti-Attracting Surfaces;**

1. **At Owner's Expense.** Any surface of a structure on a parcel of land that has been defaced with graffiti equal to or more than five (5) times in twelve (12) months shall be declared a public nuisance and required to be retrofitted, at the cost of the property owner, with features or qualities as may be established by the Town as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient or efficient removal of graffiti. **THE TOWN WILL PROVIDE SUPPORT IN THE RETROFIT BY PROVIDING INFORMATION SOURCES.** In exercising the authority hereunder, the Town may not impose a cost on the property owner of greater than two thousand five hundred dollars ($2,500.00).

2. **At Town's Cost.** The owner of property containing a surface that has been defaced with graffiti equal to or more than five (5) times in twelve (12) months shall permit the Town at the Town's discretion, to enter the property and, at the Town's cost, make modifications as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient or efficient removal of graffiti if the Town chooses to do so. **THE TOWN OF ORO VALLEY POLICE DEPARTMENT SHALL PROVIDE INCREASED SURVEILLANCE IN HIGH ACTIVITY AREAS.**

SECTION 3. All Oro Valley ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. An emergency is declared to exist and this Ordinance shall be effective immediately upon adoption by the Council.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 16th day of March, 2011.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Rosen, Town Attorney

Date: _____

Item #: 5.

Town Council Regular Session

Date: 03/16/2011

Requested by: Karen Berchtold, Senior Planner

Submitted By: Julie Bower, Town Clerk's Office

Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING - ORDINANCE NO. (O)11-07 ADOPTING A NEW ORO VALLEY ZONING CODE REVISED (OVZCR) CHAPTER 28, SIGNS AND REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER, OV709-007.

RECOMMENDATION:

The Sign Code Task Force has recommended approval of the changes to temporary and permanent signs.

Further, the Planning and Zoning Commission (PZC) unanimously (6-0) recommended adoption of the sign code amendments at a public hearing on August 19, 2010.

Staff recommends approval of ORDINANCE NO. (O)11-07, updates to the Sign Code including changes to temporary and permanent sign standards, additional provisions for garage sale signs, sign code enforcement and general code clean-up revisions.

EXECUTIVE SUMMARY:

This item is continued from the March 2, 2011 Town Council Regular Session. For supporting documentation please see the Council Communication for March 2, 2011 Town Council Regular Session Item #2.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

The Council requested motions for each proposed amendment to the Sign Code, including a separate motion for the proposed A-frame signs. Each of the following motions can be made as listed or modified to a different or more specific code section if desired. The final motion listed is an overall motion to adopt the revisions to the Sign Code as stipulated by the prior motions relating to each section.

I MOVE TO adopt Section 28.1, General - Signs, as shown in Exhibit “A” (with following changes _____.)

I MOVE TO adopt Section 28.2, Procedures and Enforcement, as shown in Exhibit “A” (with the

following changes _____.)

I MOVE TO adopt Section 28.3, Requirements, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.4, Definitions and Sign Types, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.5, Permanent Signs, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.6, Temporary Signs, shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.7 Temporary Signs on Public Property, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.8, Public and Quasi-Public Signs, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.9, Prohibited Signs, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO adopt Section 28.10, Exempted Signs, as shown in Exhibit “A” (with the following changes _____.)

I MOVE TO (adopt or deny) Section 28.6.B.1 A-frame Signs, as shown in Exhibit “A” (with the following changes _____.)

Overall Motion
I MOVE TO adopt Ordinance (O)11-07, ADOPTING A NEW ORO VALLEY ZONING CODE REVISED (OVZCR) CHAPTER 28, SIGNS as shown in Exhibit “A” with the changes as stipulated in the previous motions.

Attachments

Link: Ord 11-07

ORDINANCE NO. (O)11-07

AN ORDINANCE OF THE TOWN OF ORO VALLEY ARIZONA, ADOPTING A NEW ORO VALLEY ZONING CODE REVISED (OVZCR) CHAPTER 28, SIGNS AND REPEALING THE CURRENT OVZCR CHAPTER 28, SIGNS; REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH; PRESERVING THE RIGHTS AND DUTIES THAT HAVE ALREADY MATURED AND PROCEEDINGS THAT HAVE ALREADY BEGUN THEREUNDER

WHEREAS, 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, on March 13, 1981, the Mayor and Council approved Ordinance (O) 81-58, which adopted that certain document entitled "Oro Valley Zoning Code Revised" (OVZCR); and

WHEREAS, on November 18, 2009, the Mayor and Council requested that the Sign Code Task Force make recommendations to the Mayor and Council regarding revisions to Chapter 28, Signs; and

WHEREAS, the Mayor and Council directed that the proposed Chapter 28, Signs, should include public notification, public outreach plans, neighborhood meetings and methods of ensuring opportunities for effective public participation; and

WHEREAS, the Planning and Zoning Commission reviewed the proposed Chapter 28, Signs, at a duly noticed public hearing on August 19, 2010 in accordance with State Statutes and recommended approval of the proposed new OVZCR, Chapter 28, Signs, to the Town Council; and

WHEREAS, the Oro Valley Town Council has considered the proposed OVZCR, Chapter 28, Signs, and the Planning and Zoning Commission's recommendation and finds it consistent with the Town's General Plan and other Town ordinances; and

WHEREAS, until the Conceptual Design Review Board (CDRB) is seated, the Development Review Board (DRB) will function in its capacity; and

WHEREAS, at a duly noticed Town Council Meeting on March 2, 2011, Chapter 28, Signs, was declared a public record by Mayor and Council.

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

SECTION 1. The existing Chapter 28, Signs, of the Oro Valley Zoning Code Revised, is hereby repealed.

SECTION 2. That certain document entitled Chapter 28, Signs, of the Oro Valley Zoning Code Revised, attached hereto as Exhibit "A" and incorporated herein by this reference and declared a public record on March 2, 2011 is hereby adopted.

SECTION 3. All Oro Valley ordinances, resolutions, or motions and parts of ordinances, resolutions or motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 16th day of March, 2011.

TOWN OF ORO VALLEY

_____

Dr. Satish I. Hiremath, Mayor

ATTEST:

_____

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____

Tobin Rosen, Town Attorney

Date: _____

EXHIBIT “A”