AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
February 20, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

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

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

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

PRESENTATIONS

1. Presentation of Plaques of Appreciation to outgoing Board and Commission Members

CONSENT AGENDA
(Consideration and/or possible action)

A. Minutes - January 9, 2013

B. Greater Oro Valley Chamber of Commerce Quarterly Report: September 1, 2012 - December 31, 2012

C. Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: October 1, 2012 - December 31, 2012

D. Resolution No. (R)13-09, affirming the Town of Oro Valley's commitment to share in the construction of a shade structure for the Fixed Archery Range at Naranja Park contingent on the successful procurement of a shooting range development grant from the Arizona Game and Fish Department in the amount of $35,000

REGULAR AGENDA

1. DISCUSSION AND POSSIBLE ACTION REGARDING INITIATION OF A ZONING CODE AMENDMENT TO TRANSFER GRADING WAIVER APPROVAL AUTHORITY FROM THE CONCEPTUAL DESIGN REVIEW BOARD TO THE BOARD OF ADJUSTMENT

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: 2/13/13 at 5:00 p.m. by ms

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

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

INSTRUCTIONS TO SPEAKERS

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

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

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

1. For the record, please state your name and whether or not you are a Town resident.

2. Speak only on the issue currently being discussed by Council. Please organize your speech, you will only be allowed to address the Council once regarding the topic being discussed.
3. Please limit your comments to 3 minutes.
4. During “Call to Audience” you may address the Council on any issue you wish.
5. Any member of the public speaking must speak in a courteous and respectful manner to those present.

Thank you for your cooperation.

Town Council Regular Session **Item # 1.**

Meeting Date: 02/20/2013
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:
Presentation of Plaques of Appreciation to outgoing Board and Commission Members

RECOMMENDATION:
N/A

EXECUTIVE SUMMARY:
N/A

BACKGROUND OR DETAILED INFORMATION:
Outgoing members are as follows:

Conceptual Design Review Board
Gil Alexander, 2011 - 2012

Historic Preservation Commission
Lois Nagy, 2007 - 2012
Valerie Pullar, 2008 - 2012

Parks and Recreation Advisory Board
Karen Chatterton, 2008 - 2012
John Scheuring, 2008 - 2012

Storm Water Utility Commission
James Dunn, 2006 - 2012
Michael Gardner, 2007 - 2012
Ralph Stein, 2008 - 2012

FISCAL IMPACT:
N/A

SUGGESTED MOTION:
N/A

Town Council Regular Session **Item # A.**

Meeting Date: 02/20/2013

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

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - January 9, 2013

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve, approve with the following changes) the January 9, 2013 minutes.

Attachments

1/9/13 Draft Minutes

MINUTES
ORO VALLEY TOWN COUNCIL
STUDY SESSION
January 9, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

STUDY SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

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

ROLL CALL

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

1. DISCUSSION REGARDING AN UNDERGROUNDING AGREEMENT BETWEEN THE TOWN AND TUCSON ELECTRIC POWER COMPANY (TEP) FOR PAYMENT FOR INSTALLATION OF UNDERGROUND ELECTRIC FACILITIES ALONG ORACLE ROAD AND TANGERINE ROAD AND AUTHORIZING THE USE OF GENERAL FUND CONTINGENCY RESERVES FOR THIS PURPOSE

Tucson Electric Power (TEP) representative Joe Salkowski gave an overview of the proposed power line projects and stated that the purpose of the improvements was to relieve overloaded circuits in order to maintain reliable service now and into the future.

Mr. Salkowski discussed the following proposed plan to alleviate the electrical load:
-Upgrades to Rancho Vistoso Substation
    -New transformer, switchgear, capacitor bank
    -Three new circuits serving Oro Valley
    -Reconfiguration of existing circuits
    -$5.5 million budgeted cost
-New circuit links ("feeder ties")
    -Oracle Road (Project A)

-Tangerine Road (Project B)
-Integrate with relocated feeder tie (Project C)

Mr. Salkowski outlined TEP's policy on installing power lines above ground versus below ground and discussed the following costs associated with each option:
-Overhead Construction
-Project A: $350,000
-Project B: $400,000
-Project C: $1.5M
-TEP pays all costs
-Underground Construction (Additional Costs for the Town)
-Project A: $650,000
-Project B: $700,000
-Project C: $1.5M*

*TEP would pay half of this proposed cost under proposed MOU, leaving the final total cost for the Town at $2.1M.

Discussion ensued regarding the placement of the power lines if the above ground option was chosen.

The following individuals spoke on item #1.

Oro Valley resident John Musolf
Oro Valley resident John Hickey
Arizona Department of Transportation (ADOT) representative Robin Rain
Oro Valley resident Don Barnett
Oro Valley resident Bill Adler
Oro Valley resident Camille McKeever
Oro Valley resident Dick Johnson
Oro Valley resident Donald Bristow
Oro Valley resident Frank Pitts

Development and Infrastructure Services Director Paul Keesler clarified that the Town of Oro Valley did not have an ordinance that prohibited anyone from installing above ground power lines but that the ordinance rather outlined that in order to do so would require them to go through a conditional use permit process.

2. DISCUSSION REGARDING A 2013 ELECTION TO SEEK VOTER APPROVAL OF A FRANCHISE AGREEMENT WITH TUCSON ELECTRIC POWER (TEP)

DRAFT

Mayor Hiremath clarified that the use of a franchise agreement to pay for the costs associated with undergrounding power lines was only one possible vehicle to fund the project and that its intent was to stimulate conversation regarding how the town would pay for the undergrounding if that option was chosen.

Town Manager Greg Caton stated that franchise agreements were commonly used throughout the state and the country to fund utility related projects and they ultimately needed voter approval to be enacted.

Oro Valley resident John Musolf opposed the franchise tax.

Council agreed that a franchise fee was only one possible funding option but there were many other viable funding options available.

FUTURE AGENDA ITEMS

No future agenda items were requested.

ADJOURNMENT

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to adjourn the meeting at 8:12 p.m.

MOTION carried, 7-0.

Prepared by:

_____
Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the study session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 9th day January 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

_____
Julie K. Bower, MMC
Town Clerk

DRAFT

Town Council Regular Session **Item # B.**

Meeting Date: 02/20/2013

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

Department: Town Manager's Office

Information

SUBJECT:

Greater Oro Valley Chamber of Commerce Quarterly Report: September 1, 2012 - December 31, 2012

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2012/13 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce (the Chamber) stipulates that a quarterly report be compiled by the Chamber and submitted to the Economic Development division and Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 12/13.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 12/13 FPA between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce is $25,000.

SUGGESTED MOTION:

This report is for information only.

Attachments

Chamber FPA

Chamber Second Quarter Report

RESOLUTION NO. (R)12-26

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 16th day of May, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: 5/21/12

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: 5/16/12

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of June, 2012, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Greater Oro Valley Chamber of Commerce,** a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

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

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

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

Section 1: Statement of Purpose

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

Section 2: Services to be Performed by Agency

Agency performance measures for Fiscal Year 2012/13 are as follows:

1. Business Recruitment, Retention and Outreach
    a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program, conducting at least two site visits per month.
    b. The Chamber will enhance the Town's existing Shop Oro Valley campaign by creating a Shop Oro Valley Coupon Book that will be distributed by the fourth quarter. The final draft of the Shop Oro Valley Coupon Book will be coordinated between the Chamber President/CEO and the Economic Development Manager.
    c. The Chamber will serve as a second distribution point for OV Dollars. The Chamber will have 5 new OV Dollars card activations each quarter.
    d. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Oro Valley Business Navigator, Shop Oro Valley Campaign and OV Dollars and other economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.
2. Special Events
    a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.

b. The Chamber will host four quarterly Oro Valley educational forums that will be open to members and non-members.
c. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
d. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
e. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
f. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
g. During the term of this Agreement, the Agency will refrain from engaging in political activity relating to Town of Oro Valley elections, including but not limited to not endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

Section 3: Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Twenty-Five Thousand Dollars ($25,000) shall be allocated to Agency.

Section 4: Responsibility for Open Records

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

Section 5: Evaluation Criteria and Reporting

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

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

Section 6: Accountability

Agency shall maintain a true and accurate accounting system which meets generally accepted accounting principles, and which is capable of properly accounting for all expenditures and

receipts of Agency on a timely basis. In addition, Agency shall maintain evidence of its compliance with the nondiscrimination provisions of this Agreement.

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

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

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

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

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

Section 7: Matching Grants

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

Section 8: Nondiscrimination

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 9: Sub-recipient Funding Agreements

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

Section 10: Term of Agreement

This Agreement shall be effective from July 1, 2012 through June 30, 2013. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

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

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

Section 11: Payment Withholding, Reduction, or Termination

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

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2013.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 12: Termination of Agreement

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

Section 13: Method of Payment

The parties have agreed that Agency will receive up to $25,000. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2012. Payments are to be made within forty (40) days after the close of each preceding quarter.

Section 14: Indemnification

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

Section 15: Independent Contractor

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

Section 16: Insurance

Agency agrees to:

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

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

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

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

Section 17. Use of the Town Logo

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

Section 18: Conflict of Interest

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

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

TOWN OF ORO VALLEY, a municipal corporation

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

ATTEST:

Julie K. Bower, as Town Clerk
and not personally

Date: 5/21/12

APPROVED AS TO FORM:

Tobin Rosen, as Town Attorney
and not personally

Date: 5/16/12

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

David P. Perry
Agency Representative
and not personally

Title President / CEO

State of Arizona)
) ss.
County of)

On this 14th day of June, 2012, David Perry, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on June 14, 2012.

Notary

My Commission Expires: August 14, 2014

DONNA MCCUE
Notary Public - Arizona
Pima County
My Commission Expires
August 14, 2014

QUARTERLY PROGRESS REPORT
October 2012 through December 2012
Submitted To: Amanda Jacobs, Economic Development Manager
By: Dave Perry, President/CEO
In accordance with Resolution No. (R) 12-26

A. Tourism, Visitors Services and General Information

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

Category	Oct'2012	Nov'2012	Dec'2012	Total
1. Business Retention Site Visits	1	1	1	3
2. OV Dollars Distribution	0	4	47	51
3. Ribbon Cuttings	1	1	1	3
4. Chamber breakfasts, luncheons and mixers	2	3	6	11
5. Relocation Packages	63	20	8	91

1. The Chamber President attended Business Retention Site Visits with the following businesses: Oclaro Phototonics, Inc., Alchemy Plastics and Fruit Shack Smoothies and Yogurt.
   Total Return on Investment (ROI) = $100

2. OV Dollars: The Chamber is responsible for activating and distributing 5 OV Dollars cards per quarter. This quarter the 51 cards sold totaled $3,655. During the Town's Shop Oro Valley Holiday Campaign from November 1, 2012 – January 2, 2013, the Chamber partnered with the Town on the OV Dollars program and provided a $10 incentive to residents and visitors who purchased $100 OV Dollars from the Greater Oro Valley Chamber of Commerce office. The Chamber's total expense for the incentive was $330. Due to the success of the OV Dollars incentive, the Chamber extended the program until January 31, 2013.
   Total Return on Investment (ROI) = $3,655

3. Ribbon Cuttings were held for Big Lots and Southern Arizona Urgent Care. Big Lots made a donation to a local elementary school at that event. The Chamber also coordinated the ribbon cutting at Balanced Bowenwork, which is within the proposed Ina/Oracle Road annexation area. Mayor Hiremath, Councilmember Zinkin and Economic Development Manager Amanda Jacobs were in attendance.
   Total Return on Investment (ROI) = $300

4. 11 Town officials took advantage of the free Chamber breakfasts, luncheons and mixers.
   Total Return on Investment (ROI) = $220

5. 91 relocation packages were distributed in the second quarter. Additionally, 100 Shop OV Bags were distributed.
   Total ROI = $550

Additional Information

- Per the Financial Participation Agreement (FPA), the Chamber will create a Shop Oro Valley Coupon Book that will be distributed by the fourth quarter. The final draft of the Shop Oro Valley Coupon Book will be coordinated between the Chamber President/CEO and the Economic Development Manager.
  - The Chamber President/CEO met with the Economic Development Manager on October 9, 2012 and November 30, 2012 to discuss the Shop Oro Valley Coupon Book. Meetings were also conducted with four media companies and two independent contractors.
  - On Dec. 31, the Chamber solicited bids to produce the Shop Oro Valley Coupon Book.
  - The successful bidder is the Arizona Daily Star. The coupon book is anticipated to be published May 7-8 with the following distribution:
    - 24,000 inserted into its Buyer's Edge product within Oro Valley zip codes
    - 14,000 within Daily Star home delivery newspapers within the zip codes
    - 5,000 into the June edition of the SaddleBag Notes in SaddleBrooke
    - 5,000 through the Chamber and participating Shop OV merchants

    Total ROI = $400

Town Council Regular Session **Item # C.**

Meeting Date: 02/20/2013

Requested by: Amanda Jacobs **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, 2012 - December 31, 2012

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2012/13 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 Council. The enclosed report satisfies the FPA requirement for the second quarter of FY 12/13.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2012/13 FPA between the Town of Oro Valley and MTCVB is $74,970.

SUGGESTED MOTION:

N/A

Attachments

MTCVB FPA

MTCVB Second Quarter Report

US Airways Magazine

RESOLUTION NO. (R)12-37

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

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

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

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

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

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

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

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

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

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

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: 6/21/12

APPROVED AS TO FORM:

Tobin Rosen, Town Attorney

Date: 6/20/12

EXHIBIT "A"

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

WITNESSETH

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

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

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

Section 1. Definitions

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

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

Section 2. Statement of Purpose

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

Section 3. Services to be Performed by Agency

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Convention Sales

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

Convention Services

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

Travel Industry Sales

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

Communications

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

Marketing

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

General Support

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 4. Services to be Provided by the Town

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

Section 5. Responsibility for Open Records

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

Section 6. Evaluation Criteria and Reporting

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

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

Section 7. Accountability

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

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

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

Section 8. Matching Grants

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 9. Nondiscrimination

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

Section 10. Sub-recipient Funding Agreements

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

Section 11. Term of Agreement

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

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

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

Section 12. Payment Withholding, Reduction, or Termination

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

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

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

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

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

Section 13. Termination of Agreement

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

Section 14. Method of Payment

A. The parties have agreed that Agency will receive from the Town an amount not to exceed $74,970 for FY2012-13. The Agency will receive an amount not to exceed $120,000 for FY2013-14 and an amount not to exceed $175,000 for FY2014-15. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2012. Payments are to be made within forty (40) days after the close of each preceding quarter.

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

Section 15. Indemnification

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

Town of Oro Valley
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Section 16. Insurance

Agency agrees to:

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

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

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

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

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

Section 17. Use of the Town Logo

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

Section 18. Conflict of Interest

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

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

TOWN OF ORO VALLEY, a municipal corporation

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

ATTEST:

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

Date: 7/2/12

APPROVED AS TO FORM:

Tobin Rosen, as Town Attorney
and not personally

Date: 7/2/12

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

Agency Representative
and not personally

Title President + CEO

State of Arizona)
) ss.
County of PIMA)

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

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

Notary

My Commission Expires: 1/19/2015

"OFFICIAL SEAL"
Julie K. Bower
Notary Public Arizona
Pima County
My Commission Expires 1/19/2015

Tucson
Real. Natural. Arizona.

METROPOLITAN TUCSON CONVENTION & VISITORS BUREAU

QUARTERLY PROGRESS REPORT
October 2012 through December 2012
Submitted To: Amanda Jacobs, Economic Development Manager
By: Brent DeRaad, President/CEO
In accordance with Resolution No. (R) 12-37

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

Key Measures of Performance	**Adopted FY2013**	**Current Quarter**	**Year-to Date**	**FYTD 2011-12**
1. Convention Sales				
Sales Leads	275	87	151	175
Site Inspections	35	7	15	17
Future Bookings	12	12	16	7
Room Nights of Future Bookings	6,000	6,521	9,828	1,965
2. Convention Services				
Meetings/Conventions Serviced	25	7	18	21
3. Travel Industry Sales				
Leads/Services	35	16	19	24
Promote to Targeted Tour Operator Clients	500	856	1,031	938
Impressions Via Tour Operator Catalogs	600,000	455,000	806,600	423,300
4. Communications				
Travel Articles	31	12	12	19
Readers/Viewers through Editorial Placements	750,000	48,515,984	48,515,984	81,419
Publicity Value	$20,000	$2,593	$2,593	$23,251
5. Marketing				
Generate Inquiries from Primary Markets	75,000	18,127	31,505	32,952
Unique Visitors to MTCVB Website	1.25M	309,557	567,396	544,488
Unique Visitors to Oro Valley via MTCVB Website	10,000	3,514	6,679	6,742

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

1. The 16 future meetings booked into the Hilton El Conquistador Golf & Tennis Resort generated by CVB from July 1 – December 31, 2012 represents a $2,798,230 economic impact and a total of 9,828 room nights.

2. No additional information to report.

3. No additional information to report.

4. Vice President of Marketing Allison Cooper coordinated with the Economic Development Manager on the Town's ad space for the 2013 Visit Tucson Visitors Guide, which publishes in February 2013.

   Visitor Inquiry Study

   - In November, Tucson's Strongpoint Research completed a study of customers who asked the CVB for visitor information between April 1, 2011 & March 31, 2012
   - Findings include:
   - Of those undecided about visiting Tucson when they contacted the CVB, we helped to convert 87% into Pima County/Tucson visitors
   - Lodging represents only 25-30% of expenditures. The remaining 70-75% is spent by visitors on goods & activities where sales tax is collected—food & beverages, entertainment, shopping & local transportation
   - The majority of Tucson visitors (64%) rate Tucson better than other places they visit
   - 70% plan to visit Pima County/Tucson on multiple occasions during the next 5 years
   - When asked why they recommend Tucson to others, top responses were: 30%-surrounding natural environment; 24%-outdoor/desert activities; 13%-dining/shopping; 13%-Arizona-Sonora Desert Museum; & 11%-local attractions/museums
   - Regarding arrivals into Tucson: 42% drove; 28% flew into TIA; 27% flew into Phoenix—we will step up our efforts to encourage visitors to fly in to TIA

   Visitor Analysis

   - CVB partnered with 19 Tucson-area hotels & resorts to pull more than 165,000 leisure customer records for guests who stayed at those properties between June 1, 2011 and May 31, 2012
   - The purpose was to identify Tucson's top visitor feeder markets, visitor demographics & in which zip codes top potential customers reside within feeder markets, when they book their stays, length of stay, how much they spend in our hotels by season & much more
   - The top revenue markets from June 1, 2011 through May 31, 2012 for the 19 Tucson-area hotels & resorts that participated in this study were: 1) New York ($8.4 million); 2) Los Angeles ($5.5 million); 3) San Francisco ($5.2 million); 4) Chicago ($5.1 million); 5) Phoenix ($4.6 million)
   - The study found that the longer the distance traveled, the longer were these customers booking windows & length of stay & the more they spent per day & per trip
   - This study provided us with the zip codes in each feeder market where potential customers reside who have the same demographic traits as top Pima County/Tucson visitors

- We will target our limited marketing dollars to customers in those best potential zip codes in top feeder markets

Destination Branding Initiative

- The Visitor Inquiry & Visitor Analysis studies tell us why our customers visit Pima County/Tucson, where they reside, when they book Pima County/Tucson vacations & on what items they spend their money
- The next step is to ensure we hit these customers with the most impactful messages to maximize the likelihood they will visit Tucson & Oro Valley
- CVB went through an RFP/interview process this fall with advertising & branding agencies from Tucson & throughout the US
- MMGY Global was selected to conduct a destination branding initiative for Pima County & southern Arizona, which will provide us with new positioning, advertising & a name change for the CVB to Visit Tucson

5. As part of the Financial Participation Agreement between the Town and CVB, Town officials may attend trade shows with CVB staff at the expense of the Town. The Aquatics Manager attended the United States Aquatic Sports Convention with representatives of the Tucson Sports Division of the CVB. Attending the Convention resulted in the Town being awarded the 2014 U.S. National Synchronized Swimming Championships. This is a combined age group event from youth through pre-college age swimmers. The event will attract about 200 athletes for the youth & about 100 for the older age divisions. Since this is the first year they are combining the events, the MTCVB anticipates attracting a minimum of 180 out of town athletes and bringing 360 out of town visitors for a combined total of 540. This five-day event (April 8-12, 2014) will generate an estimated $429,000 economic impact.
   CVB's Director of Sports Development Vince Trinidad announced the Town was selected to host the National Championships at the Oro Valley Aquatic Center Phase I Milestone Celebration.
   CVB worked with US Airways Magazine to sell 45 editorial pages in the December 2012 edition of the publication. The section promoted the region as a great place to visit, live and run a business—it was read by 3 million US Airways' customers. The Town of Oro Valley had its own page within this section with the cost being split among the Town, CVB & Hilton El Conquistador Golf and Tennis Resort (see attachment).

Additional Information

Executive Vice President Felipe Garcia and Director of Sports Development Vince Trinidad arranged for the First Lady of Hermosillo to visit Tucson and Oro Valley. Delegates visited the Oro Valley Aquatic Center and met with Oro Valley elected officials and staff.

Vamos a Tucson Debit Card

- As part of CVB Executive Vice President Felipe Garcia's ongoing efforts to increase travel from Mexico to Tucson & southern Arizona, he created a partnership, which launched in November, among the CVB, Maquiladora Association of Sonora & Mexican bank Banorte to create a Vamos a Tucson branded debit card
- Cards are sold to workers in denominations of $500 & $700
- Maquiladora workers can purchase cards through the association via a payroll deduction program of approximately $40 per paycheck with no interest

Hangover 3 Films in Nogales, Arizona

- CVB's Tucson Film Office worked with producers of the Warner Brothers' movie Hangover 3 to film for a few days in Nogales, Arizona in October
- Thousands of dollars were spent on hotel rooms, set supplies, food & beverage purchases & more in Pima County & southern Arizona
- An Arizona film & television incentive bill is being pushed by the CVB & sponsored in the 2013 legislative session by Sen. Al Melvin
- CVB's Film Office has brought in projects with direct spending exceeding $6 million between July-December 2012—if an Arizona film incentive package was in place, we believe that figure would be much higher

El Tour de Tucson

- This event continues to grow & attracted 9,000 cyclists from throughout the U.S., as well as from numerous countries
- CVB was an El Tour de Tucson sponsor again this year & helped to promote the event

Alaska Airlines

- CVB partnered with Tucson International Airport & JW Marriott Starr Pass to host 3 network planners from Alaska Airlines, Nov. 2-4
- We're working collectively with Alaska Airlines as they consider whether to establish a new nonstop route between Tucson & the Pacific Northwest
- A decision should be made in spring 2013 regarding whether to create this route, what type of aircraft would be used, frequency of service & when service would begin

Making a Splash

Mixing business and pleasure in Oro Valley

BY EDIE JAROLIM

Oro Valley knows how to work and how to play. It was ranked by *Fortune Small Business* magazine in the top 100 "Best Places to Live and Launch" a business.

It is particularly strong in the biosciences, hosting two of the world's leading pharmaceutical companies, Sanofi and Ventana Medical Systems, Inc., a member of the Roche group. But Oro Valley's gorgeous setting in the foothills of the Santa Catalina Mountains, enhanced by its support for recreational projects, also makes it a premier activity destination. Hikers, bikers, horseback riders, and in-line skaters enjoy a 54-mile trail and multi-use path system that winds in and around the town of some 41,000.

A suburb of the Tucson metropolitan area, Oro Valley also caters to history buffs. It recently restored the adobe home that was the centerpiece of Steam Pump Ranch, a hydraulically powered water station established by German immigrant George Pusch in the 1870s. For a time, it was the only place for thirsty cattle to drink for hundreds of miles.

The latest recreation project — the $5 million transformation of the municipal pool into a competition-level swimming venue — was an instant success. At the October celebration marking completion of phase one, a 50-meter pool, it was announced that Oro Valley will host the 2014 U.S. National Synchronized Swimming Championships. Phase two of the Aquatic Center will add family-friendly water features.

Conveniently, the nearby Hilton Tucson El Conquistador Golf & Tennis Resort will provide excellent accommodations and amenities for the many visitors Oro Valley's splashy new attraction is bound to draw.

From left: Hilton Tucson El Conquistador Golf & Tennis Resort; Olympic medalist Lacey (Nymeyer) John in the Oro Valley pool

Town of Oro Valley

11000 North La Cañada Drive
Oro Valley, AZ
520.229.4700
orovalleyaz.gov

PHOTOS (FROM LEFT) BY DAVID SIEGEL, COURTESY OF TOWN OF ORO VALLEY

Town Council Regular Session **Item # D.**

Meeting Date: 02/20/2013
Submitted By: Nancy Ellis, Parks Recreations Library CR
Department: Parks Recreations Library CR

Information

SUBJECT:

Resolution No. (R)13-09, affirming the Town of Oro Valley's commitment to share in the construction of a shade structure for the Fixed Archery Range at Naranja Park contingent on the successful procurement of a shooting range development grant from the Arizona Game and Fish Department in the amount of $35,000

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Town will apply for an Arizona Game & Fish Department grant in the amount of $35,000 to construct a shade ramada for the fixed archery range at Naranja Park. The Town is required to match the $35,000 award with in-kind staff labor, materials, and the value of the land.

The Town will construct a 45' x 20' metal shade structure for archers utilizing the fixed range at the Naranja Park Archery Range. The total project cost of $70,000 includes the material and construction costs for the structure ($35,000), the installation of a concrete pad for the structure ($8,000), planning and labor costs ($2,000), and the value of the land under the fixed archery range ($25,000).

If awarded, the project must be completed within 18 months of the notice of the award of grant funding. Grant funds are used to reimburse eligible project expenditures up to 50% of the total cost. Funding is awarded on a cost reimbursement basis over the grant cycle, so if the Town is awarded the requested grant funding of $35,000 by Arizona Game & Fish, the Town will need to provide that money up front and then request reimbursement.

BACKGROUND OR DETAILED INFORMATION:

In early 2012, the Town entered into an Intergovernmental Agreement with the Arizona Game and Fish Department to develop a two phase archery facility at Naranja Park. The first phase of the facility consists of a 10-target fixed distance range from 10 to 100 meters, which opened in November 2012.

Currently there is no shade on the site for the archers. As the weather becomes hotter, the shade structure that is proposed for this project will become essential. The shade structure can also function as a facility for lectures, small class instruction and programs, and in the future, as an amenity for archery competitions.

Since January 2, 2013, 76 annual passes and 114 daily passes have been sold for the archery range, indicating the level of support for this facility.

FISCAL IMPACT:

The Town will pay the full cost for materials and installation of the ramada ($70,000), and will request reimbursement from the Arizona Game and Fish Department in the amount of $35,000. AZ Game and Fish has not specified when they are going to announce the awards; however, staff anticipates that award announcement would be made this fiscal year and construction would begin next fiscal year. Therefore, the appropriate budget capacity would be included to accommodate this potential grant award in next year's budget.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-09, affirming the Town of Oro Valley's commitment to share in the construction of a shade structure for the Fixed Archery Range at Naranja Park contingent on the successful procurement of a shooting range development grant from the Arizona Game and Fish Department in the amount of $35,000.

Attachments

(R)13-09 Shade Structure for Archery Range

RESOLUTION NO. (R)13-09

A RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA, AFFIRMING THE TOWN OF ORO VALLEY'S COMMITMENT TO SHARE IN THE CONSTRUCTION OF A SHADE STRUCTURE FOR THE FIXED ARCHERY RANGE AT NARANJA PARK CONTINGENT ON THE SUCCESSFUL PROCUREMENT OF A SHOOTING RANGE DEVELOPMENT GRANT FROM THE ARIZONA GAME AND FISH DEPARTMENT IN THE AMOUNT OF $35,000

WHEREAS, the Arizona Game and Fish Commission under A.R.S.§17-231.4 has authorized the establishment of a Shooting Ranges Development Policy providing financial assistance for the development of shooting ranges for public purposes; and

WHEREAS, the Town of Oro Valley has submitted a Shooting Range Development Grant proposal to secure necessary funding for the construction of a shade structure for the fixed archery range; and

WHEREAS, the Grant proposal also stated that the Town of Oro Valley will commit to making the range available for Arizona Game and Fish Department hunter education activities, hunter recruitment efforts, and activities that support the Archery in the Schools Program and Scholastic Clay Target Program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Town of Oro Valley commits to provide additional funding necessary to complete the construction of a shade structure and the for the fixed archery range contingent on the successful procurement of a Shooting Range Development Grant from the Arizona Game and Fish Department.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 20th day of February, 2013.

_____
Dr. Satish I. Hiremath, Mayor

ATTEST:

_____
Julie K. Bower, Town Clerk

APPROVED AS TO FORM:

_____
Tobin Sidles, Interim Town Attorney

Town Council Regular Session **Item # 1.**

Meeting Date: 02/20/2013
Requested by: David Williams
Submitted By: Matt Michels, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING INITIATION OF A ZONING CODE AMENDMENT TO TRANSFER GRADING WAIVER APPROVAL AUTHORITY FROM THE CONCEPTUAL DESIGN REVIEW BOARD TO THE BOARD OF ADJUSTMENT

RECOMMENDATION:

This item is for discussion and possible action by the Town Council.

EXECUTIVE SUMMARY:

This item is to consider initiating a zoning code amendment related to the approval of grading waivers. Currently, the Conceptual Design Review Board (CDRB) reviews and makes decisions on applications for waivers to the Town's grading standards. The Town Council serves as the appeals board for persons aggrieved by decisions of the CDRB in these matters. The Town Code could be amended to change the procedure so that the Board of Adjustment would review and decide grading waiver applications instead of the CDRB.

Grading or earthwork includes the 're-sculpting' of topography to accommodate specific uses. The Town's Zoning Code includes specific standards for maximum amounts of grading on private property. Property owners who desire to exceed code maximums can apply for a waiver of the zoning code allowances for grading.

If initiated, a zoning code amendment would be prepared for public hearing before the Planning and Zoning Commission and the Town Council.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to initiate a Zoning Code amendment to transfer grading waiver approval authority from the CDRB to the BOA.

or

If no code change is desired then no action is necessary.