

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
MARCH 6, 2013
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)(4) - Discussion or consultation with the attorneys for the public body regarding position and to instruct the attorneys regarding pending or contemplated litigation or settlement discussions
- Pursuant to ARS 38-431.03(A)(1) - Personnel matters - Police Chief's annual performance review

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

- Spotlight on Youth

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.

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - January 16, 2013
- B. Resolution No. (R)13-10, Authorizing and approving an easement agreement with HSL Steam Pump LLC, ("HSL") in connection with modifications and/or alterations of the Town-owned park property adjacent to Steam Pump Village
- C. Resolution No. (R)13-11, Authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security for the purpose of purchasing Multi-Bridge video conferencing equipment for the Town's Emergency Operations Center
- D. Resolution No. (R)13-12, Granting an easement to Tucson Electric Power over Town-owned park property for the purpose of supplying electric power to HSL Encantada Apartments at Steam Pump Village

REGULAR AGENDA

- 1. DISCUSSION AND POSSIBLE DIRECTION TO THE TOWN MANAGER REGARDING ENFORCEMENT OF RULES RELATED TO THE TEMPORARY USE OF A-FRAME SIGNS AND OUTDOOR DISPLAYS

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: 2/27/13 at 5:00 p.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 Town Clerk's Office between the hours of 8:00 a.m. – 5:00 p.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 Mayor.

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 # A.

Meeting Date: 03/06/2013

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

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - January 16, 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 16, 2013 minutes.

Attachments

1/16/13 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
January 16, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

Mayor Hiremath called the meeting to order at 5:00 p.m.

ROLL CALL

PRESENT:

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

ABSENT:

Mary Snider, Councilmember

EXECUTIVE SESSION AT OR AFTER 5:00 PM

1. Pursuant to A.R.S. 38-431.03(A)(7) for consideration of a lease of real property to the Town's legislative representative
2. Pursuant to ARS 38-431.03(A)(3) for the purpose of discussion and consultation with the Town Attorney regarding legal advice and the Town's position regarding undergrounding TEP lines and the Town Code Provisions
3. Pursuant to ARS 38-431.03(A)(7) to discuss real estate acquisition

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Garner to go into Executive Session at 5:01 p.m.

MOTION carried, 6-0.

Mayor Hiremath stated that the following staff members would join Council in Executive Session for all three items: Interim Town Attorney Tobin Sidles, Town Manager Greg Caton and Town Clerk Julie Bower. The Assistant to the Town Manager, Kevin Burke, would join Council for items one and two and Finance Director Stacey Lemos, Development and Infrastructure Services Director Paul Keesler and Communications Director Misti Nowak would join Council for item two.

RESUME REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

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

ROLL CALL

PRESENT:

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

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Economic Development Manager Amanda Jacobs announced the upcoming Town meetings and events.

COUNCIL REPORTS

• Spotlight on Youth

Councilmember Snider congratulated the Ironwood Ridge football team on their recent Division II State Championship win.

Ironwood Ridge football coach Matt Johnson thanked Mayor and Council for the recognition.

DEPARTMENT REPORTS

Finance Director Stacey Lemos announced the Town's first publication of the Popular Annual Financial Report which condensed the financial information found in the Comprehensive Annual Financial Report (CAFR).

Ms. Lemos announced that the Community Budget Forum would be held tomorrow evening at 6:00 p.m. in the Council Chambers to provide budget information and solicit citizen input on the FY 13-14 budget.

Parks, Recreation, Library & Cultural Resources Director Ainsley Legner reported on the archery range and said that to date, the Town has sold thirty-nine adult annual

passes, nineteen student annual passes and sixty-three daily passes for a total of \$3,225.

Aquatics Manager Catherine Vorrasi reported that approximately \$17,500 had been received from individuals and businesses within the community for the new Aquatics Center. On Saturday, January 12th, the Saddlebrook Swim Club donated \$2,500 to the Friends of the Pool.

The Oro Valley Aquatics Center would be hosting the U.S. Masters Swimming short course zones championships meet in April.

Economic Development Manager Amanda Jacobs announced that on Tuesday, January 22nd at 8:00 a.m., the Greater Oro Valley Chamber of Commerce, in conjunction with the Town, would be hosting an educational forum to provide a development update.

Ms. Jacobs said that the Arizona Distance Classic would be held on March 24th.

Communications Administrator Misti Nowak announced that the Explorer Newspaper had partnered with the Town and would dedicate the third Wednesday of the month to feature the Town of Oro Valley.

Bloomberg Business Week recently published its findings on the best place to raise kids in each of the fifty states and Oro Valley was named the best place in Arizona.

Town Manager Greg Caton welcomed the new Branch Manager of the Oro Valley Public Library, Ruth Grant. Ms. Grant said that the new library telephone number was 520-594-5580 and their new hours of operation would be Sundays 1:00 p.m. to 5:00 p.m., Monday-Thursday 9:00 a.m. to 7:00 p.m., Friday 10:00 a.m. to 5:00 p.m. and Saturday 9:00 a.m. to 5:00 p.m.

ORDER OF BUSINESS

Mayor Hiremath stated that the agenda would stand as posted.

INFORMATIONAL ITEMS

1. Police Department Letter of Appreciation
2. Trip Report for Councilmember Zinkin (Arizona Town Hall 2012)

CALL TO AUDIENCE

Oro Valley resident John Musolf preferred to have non-routine and/or controversial items placed on the Regular Agenda instead of the Consent Agenda.

PRESENTATIONS

1. Presentation of an award from the Metropolitan Pima Alliance for the Oro Valley Police Department's Dispose-A-Med Program

Jeff Prevatt, representative for the Metropolitan Pima Alliance, presented the Common Ground award to Police Chief Danny Sharp and the Oro Valley Police Department for their involvement in the Dispose-A-Med program.

CONSENT AGENDA

Vice Mayor Waters requested that item (E) be removed from the Consent Agenda for discussion.

Councilmember Zinkin requested that item (F) be removed from the Consent Agenda for discussion.

- A. Minutes - November 7 & November 28, 2012
- B. Fiscal Year 2012/2013 Financial Update Through November 2012
- C. Appointments to the Parks & Recreation Advisory Board
- D. Council approval of M3S Sports' request for In-Kind Support for the Arizona Distance Classic
- G. Resolution No. (R)13-03, Adopting the Town of Oro Valley 2013 Strategic Plan

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve items (A)-(D) and (G).

MOTION carried, 7-0.

- E. Resolution No. (R)13-01, Authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and the Arizona Department of Transportation for installing experimental clear noise wall panels along a 200 linear foot stretch on State Route 77 (SR77)**

Vice Mayor Waters inquired as to what the on-going maintenance costs would be to the Town.

Town Manager Greg Caton gave an overview of the proposed project and stated that the maintenance costs were minimal.

Development and Infrastructure Services Director Paul Keesler stated that if the experimental noise walls didn't work, the Town could remove the clear panels and replace them with block.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Garner to send item (E) back to staff for additional information.

MOTION carried, 7-0.

F. Resolution No. (R)13-02, Approving the annual Legislative Agenda of the Town and protocols guiding the Town's priorities for the upcoming legislative session and any lobbying activities

Councilmember Zinkin preferred to have the word "generally" stricken from the first paragraph of the second page of the resolution so as to read, "the Town Council of Oro Valley does hereby establish the Legislative Agenda for 2013, as set forth in the Council Communication dated January 16, 2013, and authorizes staff to take positions on legislation consistent with the Legislative Agenda".

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to approve Resolution No. (R)13-02 with the following changes:

-Remove "generally" from the first paragraph of second page.

MOTION carried, 7-0.

REGULAR AGENDA

1. NOMINATION AND ELECTION OF VICE MAYOR

Councilmember Hornat nominated Lou Waters to serve as Vice Mayor.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Burns to elect Lou Waters as Vice Mayor for 2013.

MOTION carried, 7-0.

2. DISCUSSION REGARDING THE TOWN'S SCHOOL RESOURCE OFFICER PROGRAM

Police Chief Danny Sharp gave an overview of the Town's School Resource Officer program.

The following individuals spoke in support of item #2.

Oro Valley resident Richard Tracy Sr.

Oro Valley resident Heidi Radtke

3. RESOLUTION NO. (R)13-04, AUTHORIZING THE EXECUTION OF THE 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.

The following individuals spoke on item #3.

Oro Valley resident John Musolf
Oro Valley resident Bill Adler

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to direct the Town Manager and Town Attorney to enter into an agreement with Tucson Electric Power for the installation of underground electric facilities along Oracle Road and Tangerine Road subject to the following conditions:

1. Tucson Electric Power will be responsible for all engineering and construction of the facilities.
2. Revenue derived from other utilities using the underground infrastructure will be split between the Town and TEP.
3. The cost to the Town will be capped at 10% over the estimated cost of \$2.1 million.
4. If any of these conditions can not be met, the Town Manager and Town Attorney are authorized to negotiate the best possible agreement on behalf of the Town.

Councilmember Garner requested the following amendment to Condition #4:

- Strike the words ~~can not be met~~
- Add "IN CONSULTATION WITH THE TOWN COUNCIL"

The amendment was agreed to by Councilmember Zinkin and Councilmember Hornat.

MOTION AS AMENDED: A motion was made by Councilmember Zinkin and Councilmember Hornat to direct the Town Manager and Town Attorney to enter into an agreement with Tucson Electric Power for the installation of underground electric facilities along Oracle Road and Tangerine Road subject to the following conditions:

1. Tucson Electric Power will be responsible for all engineering and construction of the facilities.
2. Revenue derived from other utilities using the underground infrastructure will be split between the Town and TEP.
3. The cost to the Town will be capped at 10% over the estimated cost of \$2.1 million.

4. The Town Manager and Town Attorney are authorized to negotiate on behalf of the Town in consultation with the Town Council.

MOTION AS AMENDED carried, 6-1 with Councilmember Burns opposed.

4. DISCUSSION AND POSSIBLE ACTION REGARDING A 2013 SPECIAL ELECTION TO SEEK VOTER APPROVAL OF A FRANCHISE AGREEMENT WITH TUCSON ELECTRIC POWER

This item was removed from the agenda on 1/11/13.

5. DISCUSSION AND POSSIBLE DIRECTION TO SEEK VOTER APPROVAL TO ENACT A LOCAL RESIDENTIAL RENTAL OCCUPANCY TAX

This item was removed from the agenda on 1/11/13.

6. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 7 (BEER & WINE) LIQUOR LICENSE FOR GREAT AMERICAN PLAYHOUSE LOCATED AT 13005 N. ORACLE ROAD #110

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Snider to recommend approval of the issuance of a Series 7 Liquor License to the Arizona Department of Liquor Licenses and Control for Kevin Kramber and principals for the Great American Playhouse located at 13005 N. Oracle Road #110.

MOTION carried, 7-0.

7. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 9 (LIQUOR STORE) LIQUOR LICENSE FOR CVS PHARMACY #10006 LOCATED AT THE SOUTHEAST CORNER OF ORACLE ROAD & FIRST AVENUE

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to recommend approval of the issuance of a Series 9 Liquor License to the Arizona Department of Liquor Licenses and Control for Jason Morris and principals for CVS/Pharmacy #10006 located at the southeast corner of Oracle Road and First Avenue.

MOTION carried, 7-0.

8. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR GMG CHINESE BISTRO LOCATED AT 10370 N. LA CANADA DRIVE #190

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to recommend approval of the issuance of a Series 12 Liquor License to the Arizona Department of Liquor Licenses and Control for Paul Gee and principals for GMG Chinese Bistro located at 10370 N. La Canada Drive #190.

MOTION carried, 7-0.

9. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 10S (BEER & WINE STORE W/SAMPLING PRIVILEGES) LIQUOR LICENSE FOR SPROUTS FARMERS MARKET #11 LOCATED AT 7665 N ORACLE ROAD

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to recommend approval of the issuance of a Series 10S Liquor License to the Arizona Department of Liquor Licenses and Control for Randy Nations and principals for Sprouts Farmers Market #11 located at 7665 N. Oracle Road.

MOTION carried, 7-0.

Mayor Hiremath recessed the meeting at 7:46 p.m.

Mayor Hiremath reconvened the meeting at 7:58 p.m.

10. REQUEST FOR APPROVAL OF A MASTER SIGN PROGRAM FOR THE SAN DORADO DEVELOPMENT LOCATED AT FIRST AVENUE AND ORACLE ROAD

Senior Planner Matt Michels gave an overview of item #10.

Brad Anderson, representative for Kitchell Development Co., gave an overview of the proposed Master Sign Program.

The following individual spoke on item #10.

Oro Valley resident Bill Adler

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Snider to approve the Master Sign Program for San Dorado subject to Conditions in Attachment 1, finding that:

- The Master Sign Program meets the applicable Design Principles and Design Standards.
- The Master Sign Program meets the Chapter 28 Master Sign Program criteria.

Attachment 1
Conditions of Approval
Master Sign Program for San Dorado

1. Limit internal illumination for cabinet type signs so only the logo and letters emit light.

MOTION carried, 4-3 with Councilmember Burns, Councilmember Garner, and Councilmember Zinkin opposed.

11. REQUEST FOR APPROVAL OF CONCEPTUAL SITE PLAN FOR THE RANCHO DE PLATA SUBDIVISION, LOCATED ON THE WEST SIDE OF LA CHOLLA BOULEVARD, APPROXIMATELY ¼ MILE SOUTH OF TANGERINE ROAD

Principal Planner Chad Daines gave an overview of item #11.

Ron Asta, Lead Planning Consultant for CPE Consultants, LLC, presented the proposed Conceptual Site Plan for the Rancho de Plata Subdivision.

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve the Conceptual Site Plan for the Rancho de Plata subdivision, located on the west side of La Cholla Boulevard, approximately 1/4 mile south of Tangerine Road, subject to the Conditions in Attachment 1, finding that the Conceptual Site meets applicable Design Principles and Standards.

Attachment 1
Conditions of Approval
Rancho de Plata
Conceptual Site Plan
OV1212-17

Engineering:

1. Grading adjacent to homes shall meet the requirements of the International Building Code. These requirements include a 5% slope away from the home to a swale parallel to the home that is sloped a minimum of 2%.
2. Provide erosion hazard setback calculations and necessary erosion mitigation recommendations that will be necessary to protect lots that are within an erosion hazard area.
3. Provide diverter swales/channels along the north side of the development to convey incoming off-site drainage to the existing washes.
4. Extend the proposed sidewalk on both sides of the entry road to intersect with the proposed path along La Cholla Boulevard.
5. The existing driveway connection to La Cholla Boulevard on the north side of the development shall be removed with the development.
6. The proposed decomposed granite path will be required to be stabilized with a binder or other similar treatment to be approved by the Town Engineer. The portions of the path within the floodplain area shall be paved and protected with toe downs or other similar methods as recommended by the drainage report and approved by the Town Engineer.
7. Guardrail shall be provided in those areas adjacent to the existing power poles where the roadway edge line is shifted west to accommodate the proposed left turn lane into the development.

Planning:

1. Provide conceptual plan for walls and screening throughout the subdivision.
2. A primitive trail shall be provided from the recreation areas to the adjacent washes.
3. Detention basin floors shall be replanted with native vegetation and trees to the greatest extent possible while still allowing for maintenance access.
4. Provide an emergency access point connecting the subdivision to the Wilson K-8 School, if agreed to by the Amphi School District.

Water:

1. Water mains shall not be provided under pavement.

Fire:

1. The width of the roads specified on the submitted plans will allow for parking on only one side of the road and will not allow parking in the cul-de-sac and knuckle areas.

Please meet with the fire plans examiner and fire inspector to discuss the areas that will require no parking signage in accordance with IFC Sections 503.3 and D103.6, as amended.

MOTION carried, 7-0.

12. DISCUSSION AND POSSIBLE ACTION REGARDING EXTENSION OF THE TEMPORARY USE OF A-FRAMES, NON-PROFIT SIGNS AND OUTDOOR DISPLAYS UNTIL FEBRUARY 3, 2014

Economic Development Manager Amanda Jacobs gave an overview of item #12.

The following individual spoke on item #12.

Oro Valley resident Bill Adler

The following individuals spoke in support of item #12.

Dave Perry, President and CEO of the Greater Oro Valley Chamber of Commerce and Oro Valley resident

Jenny Ritchie, Oro Valley business owner and resident

MOTION: A motion was made by Vice Mayor Waters and seconded by Mayor Hiremath to approve the extension of the temporary use of A-frame signs, non-profit signs and outdoor displays until February 3, 2014.

MOTION carried, 7-0.

13. HOURS OF OPERATION FOR THE ORO VALLEY AQUATICS CENTER

- a. **RESOLUTION NO. (R)13-05, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT OF THE ORO VALLEY TOWN CODE ENTITLED CHAPTER 16, PARKS AND RECREATION, SECTION 6-1-2 PARK OPERATIONS, ATTACHED HERETO AS EXHIBIT "A" AND FILED WITH THE TOWN CLERK**

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Zinkin to approve Resolution No. (R)13-05, declaring as a public record that certain document of the Oro Valley Town Code entitled Chapter 16, Parks and Recreation, Section 6-1-2 Park Operations, attached hereto as Exhibit "A" and filed with the Town Clerk.

MOTION carried, 7-0.

b. PUBLIC HEARING: ORDINANCE NO. (O)13-01, AMENDING ORO VALLEY TOWN CODE, SECTION 16-1-2, PARK OPERATIONS, AND REPEALING ALL RESOLUTIONS, ORDINANCES AND RULES OF THE TOWN OF ORO VALLEY IN CONFLICT THEREWITH

Aquatics Manager Catherine Vorrasi gave an overview of item #13b.

No comments were received from the public.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Zinkin to approve Ordinance No. (O)13-01, amending the Oro Valley Town Code, Section 16-1-2, Park Operations, and repealing all resolutions, ordinances and rules of the Town of Oro Valley in conflict therewith.

MOTION carried, 7-0.

14. RESOLUTION NO. (R)13-06, AMENDING THE EXISTING PARKS AND RECREATION FEE SCHEDULE TO INCREASE THE AQUATIC FACILITY USAGE FEES

Ms. Vorrasi presented the new proposed aquatic facility usage fees.

The following individual spoke in opposition to item #14.

Emily DeFrancesco, President of Pusch Ridge Swim Team

MOTION: A motion was made by Councilmember Hornat and seconded by Mayor Hiremath to approve Resolution No. (R)13-06, amending the existing Parks and Recreation fee schedule to increase the aquatic facility usage fees.

Councilmember Snider requested an amendment to the main motion that stipulated that children 3 and under were free. This amendment was agreed to by Councilmember Hornat and Mayor Hiremath.

MOTION AS AMENDED carried, 6-1 with Councilmember Burns opposed.

15. REAPPOINTMENT OF GIL ALEXANDER TO THE CONCEPTUAL DESIGN REVIEW BOARD (CDRB)

The following individuals spoke on item #15.

Oro Valley resident Gil Alexander
Oro Valley resident Bill Adler

MOTION: A motion was made by Mayor Hiremath and seconded by Vice Mayor Waters to deny the reappointment of Gil Alexander to the Conceptual Design Review Board (CDRB) for a term expiring December 31, 2015.

MOTION carried, 4-3 with Councilmember Burns, Councilmember Garner, and Councilmember Zinkin opposed.

FUTURE AGENDA ITEMS

Councilmember Zinkin requested a future agenda item to be placed on the February 20, 2013 Council meeting to discuss alternative sources to repay the Contingency Fund for the 2.1 million cost to underground electrical facilities, seconded by Councilmember Snider.

Councilmember Zinkin requested a future agenda item to bring forth a sign violation schedule for the Temporary Sign Code, seconded by Councilmember Garner.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to adjourn the meeting at 10:42 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 16th day of 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



Town Council Regular Session

Item # **B.**

Meeting Date: 03/06/2013
Requested by: David Williams
Submitted By: Matt Michels, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-10, Authorizing and approving an easement agreement with HSL Steam Pump LLC, ("HSL") in connection with modifications and/or alterations of the Town-owned park property adjacent to Steam Pump Village

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This easement will allow HSL Steam Pump, LLC, which is currently constructing a 288-unit apartment complex in Steam Pump Village, to utilize a portion of the Town-owned park property adjacent to their project for recreation and drainage purposes (see Attachment 1 and 2). A site map is included as Attachment 3. In exchange for the use of Town property, HSL will install and maintain improvements to support recreational use by the public. A site plan, showing the location of the improvements and park amenities, is included as Attachment 4.

The park improvements are a condition of approval of the Conceptual Site Plan for the Encantada at Steam Pump project. This easement agreement will ensure that the park improvements are provided and maintained in perpetuity, regardless of future ownership of the apartments, at no cost to the Town. The Parks & Recreation department has reviewed and accepted the park design.

BACKGROUND OR DETAILED INFORMATION:

PURPOSE OF USE

The Town-owned park property is vacant and unimproved. The goal is to create a recreation area for the public to engage in passive recreational activities, and provide access to the Town trail system.

HSL will install the following improvements on the Town-owned park property:

- Ten (10) parking spaces on decomposed granite;
- One (1) ADA parking space with signage per code;
- An ADA accessible pedestrian path from the parking area to the existing multi-use path along the CDO Wash;
- Bike parking for up to 6 bicycles;
- One (1) water fountain;
- Two (2) benches, three (3) picnic areas, five (5) trash bins, and one (1) recycling bin;
- A pedestrian path through the park area for access to picnic areas;

- Park signage, per Oro Valley Parks and Recreation Department standards;
- A retention basin;
- Transplant 18 mature trees from HSL's project into the park,
- Plant 6 additional 24" box Palo Verde trees. HSL will maintain the 24 trees until they are able to sustain themselves (up to 2 years).

HSL and any subsequent owner will be responsible for the maintenance of the improvements. General maintenance of the remainder of the property will continue to be the responsibility of the Town.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-10, Authorizing and approving an easement agreement with HSL Steam Pump LLC, ("HSL") in connection with modifications and/or alterations of the Town-owned park property adjacent to Steam Pump Village.

Attachments

Attachment 1 - (R)13-10 Easement with HSL Steam Pump LLC

Attachment 2 - Exhibit "A"

Attachment 3 - Site Map

Attachment 4 - Park Site Plan

RESOLUTION NO. (R)13-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY (“TOWN”), ARIZONA, AUTHORIZING AND APPROVING AN EASEMENT AGREEMENT WITH HSL STEAM PUMP LLC, (“HSL”) IN CONNECTION WITH MODIFICATIONS AND/OR ALTERATIONS OF THE PROPERTY KNOWN AS STEAM PUMP VILLAGE

WHEREAS, for the mutual benefit of the Town and HSL, the Town desires to grant an easement to HSL for the purpose of installing and maintaining a passive recreation park on Town owned land; and

WHEREAS, the Town owns the park area located at the north end of Steam Pump Village (the “Park”); and

WHEREAS, in order to install and maintain the Park HSL requires an easement on, over and through the Park, the easement is described in Exhibits “A” attached hereto; and

WHEREAS, it is in the best interest of the Parties to enter into this agreement for improvement and maintenance of the Park to create a general use area for the enjoyment of the public.

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

1. The agreement for granting an easement to HSL Steam Pump, LLC by the Town of Oro Valley, attached hereto as Attachment “1” is hereby authorized and approved.
3. The Mayor and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the easement reconveyances and acquisitions.

PASSED AND ADOPTED by the Mayor and Town Council of Oro Valley, Arizona this 6th day of March, 2013.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

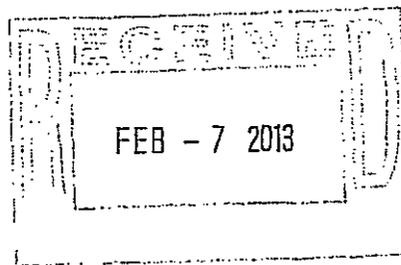
APPROVED AS TO FORM:

Tobin Sidles, Interim Town Attorney

Date: _____

EXHIBIT "A"

EXHIBIT "A"



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made between the **Town of Oro Valley, Arizona**, a municipal corporation ("Grantor") and **HSL Steam Pump, LLC** ("Grantee"), collectively ("the parties"). The parties agree as follows:

Grantor is the owner of the land more specifically described as **Steam Pump Village**.

Grantee's land is adjacent to **Steam Pump Village** which is owned by the Grantor. Grantees have requested an easement to use the property of the Grantor for the limited purpose as described in Exhibit "A".

NOW, THEREFORE, for and in consideration of perpetual maintenance of the drainage and the faithful performance by the Grantees, Grantor does hereby grant an Easement and privilege to the Grantees, and subject to the conditions set forth in this Easement Agreement, to enter upon the above described land of the Grantor, as described and depicted in Exhibit "B".

This non-exclusive Easement Agreement is subject to the following terms and conditions:

1. This Easement is granted for the purpose as described in Exhibit "A".
2. The Grantees shall only be permitted to use the subject property for the purpose as described in Exhibit "A". All modifications and/or alterations to the property shall be the sole cost and expense of the Grantees.
3. Notice to the Grantor shall be addressed to each of the following:

PRL& CR Director
Town of Oro Valley
11000 N. La Cañada Drive
Oro Valley AZ 85737

AND

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

Notice to the Grantees shall be addressed to:

Omar Mireles
Executive Vice President
HSL Steam Pump, LLC
3901 E. Broadway Blvd.
Tucson, AZ 85719

4. Nothing contained in this Easement Agreement shall be construed as granting fee title to the subject land owned by the Grantor.
5. The Easement shall run with the land and bind all successors and assigns.
6. Grantees shall indemnify, defend and hold harmless the Grantor, its officers, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims demands or damages of any kind or nature arising out of this Easement, which are attributed to any act or omission of the Grantees, their agents, employees, or any one acting under their direction, control or on their behalf, whether intentional or negligent in connection with or incident to this Easement.
7. Grantee shall abide by all applicable federal, state and local ordinances, statues and regulations.
8. Approval of this Easement is subject to compliance with all conditions and provisions of approved plans and specifications.
9. Modifications and/or alterations shall be made in writing an approved by the Parties.
10. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by the Grantor for certain conflicts of interest.
11. Any breach of this Agreement may result in irreparable damage to the Grantor for which the Grantor will not have an adequate remedy of law. Accordingly, in addition to any other remedies and damages available, Grantee acknowledges and agrees that Grantor may immediately seek enforcement of this Agreement by means of specific performance or injunction, without a requirement to post a bond or other security.
12. Should the Grantor bring any legal or equitable action for the purpose of protecting or enforcing its rights under this agreement, the Grantor shall recover in addition to all other relief, its reasonable attorney's fees and/or court costs to be fixed by the Court.
13. The Parties do for themselves, their heirs, executors, administrators, successors and assigns, agree to the full performance of all provisions herein contained. Grantee may not, either voluntarily or by action of law, assign any obligation assumed by Grantee without prior consent of the Grantor.

Legal Description



OPTIMUS
SURVEY SERVICES

LEGAL DESCRIPTION

STEAM PUMP VILLAGE PHASE 3
BOSQUE PARK

A PORTION OF BLOCK 2 OF STEAM PUMP VILLAGE PHASE 3 AS SHOWN ON FINAL PLAT RECORDED IN BOOK 64, PAGE 95, PIMA COUNTY RECORDS, LYING WITHIN SECTION 5, TOWNSHIP 12 SOUTH, RANGE 14 EAST OF THE GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID BLOCK, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS POINT THAT BEARS N. 60°59'35" W., A DISTANCE OF 3709.72 FEET;

THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID BLOCK 2 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 6°13'28", AN ARC LENGTH OF 403.01 FEET, TO AN ANGLE POINT IN SAID SOUTH LINE;

THENCE DEPARTING RADIAL TO SAID CURVE, S. 54°46'07" E., A DISTANCE OF 10.00 FEET TO AN ANGLE POINT IN SAID SOUTH LINE, SAID ANGLE POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS POINT THAT BEARS N. 54°46'07" W., A DISTANCE OF 3719.72 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°03'11", AN ARC LENGTH OF 3.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS POINT THAT BEARS S. 41°11'29" W., A DISTANCE OF 46.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°49'52", AN ARC LENGTH OF 23.95 FEET;

THENCE N. 78°38'24" W., A DISTANCE OF 43.17 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 200.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°39'32", AN ARC LENGTH OF 40.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS POINT THAT BEARS S. 17°31'39" W., A DISTANCE OF 260.09 FEET;

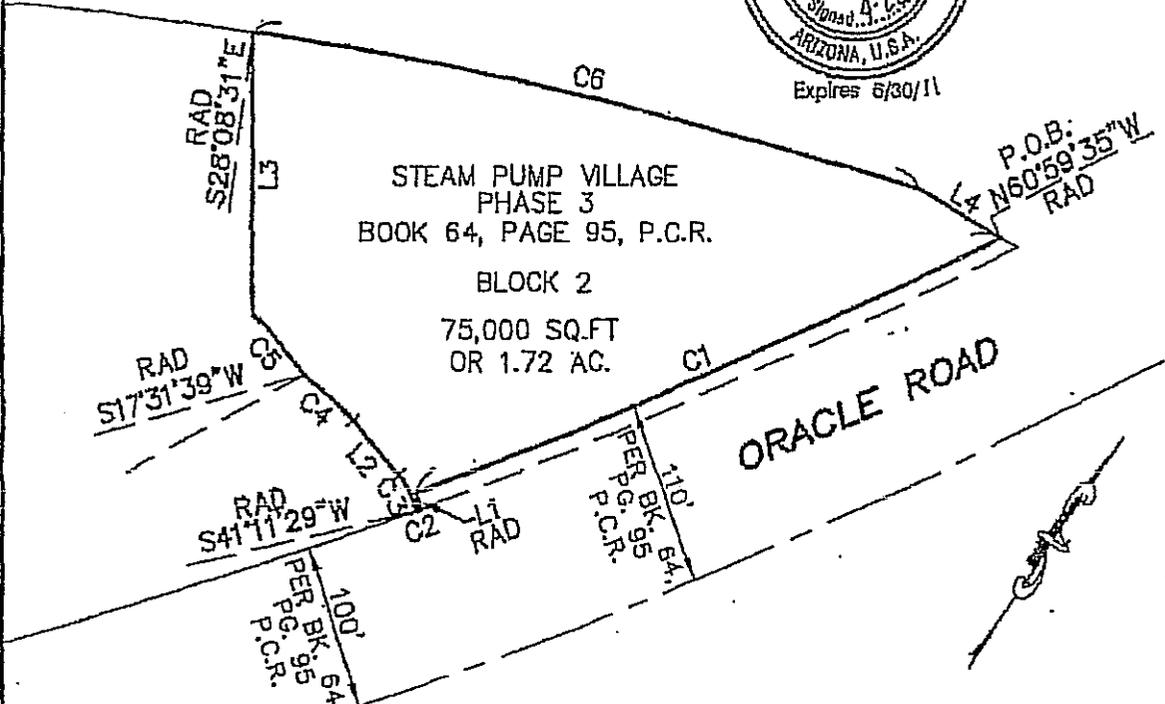
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°45'36", AN ARC LENGTH OF 48.84 FEET;

Page 1 of 2

1-1000000-000000-1

STEAM PUMP VILLAGE PHASE 3
EXHIBIT: BOSQUE PARK

Job No.: 3-06080

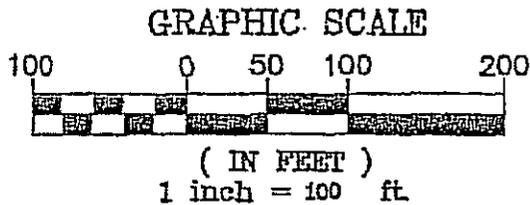


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S54°46'07"E	10.00'
L2	N78°38'24"W	43.17'
L3	N36°00'00"W	166.67'
L4	N83°18'14"E	59.85'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	6°13'28"	3709.72'	403.01'
C2	0°03'11"	3719.72'	3.44'
C3	29°49'52"	46.00'	23.95'
C4	11°39'32"	200.00'	40.70'
C5	10°45'36"	260.09'	48.84'
C6	8°53'31"	2804.79'	435.28'



OPTIMUS
SURVEY SERVICES
4450 E. COTTON CENTER BOULEVARD
SUITE 140
PHOENIX, AZ 85040
PH: (602)286-9300 FAX: (602) 286-9400



S:\3-06080 (Steam Pump Ph III)\Dwgs\Exhibits\BOSQUE PARK.dwg, 4/28/2010 1:48:26 PM, brossi

1:100000 COORDINATE

Prepared By: BAR Date: 4/28/2010 Checked By: SAW Sheet No: 1 Of 1

EXHIBIT "B"

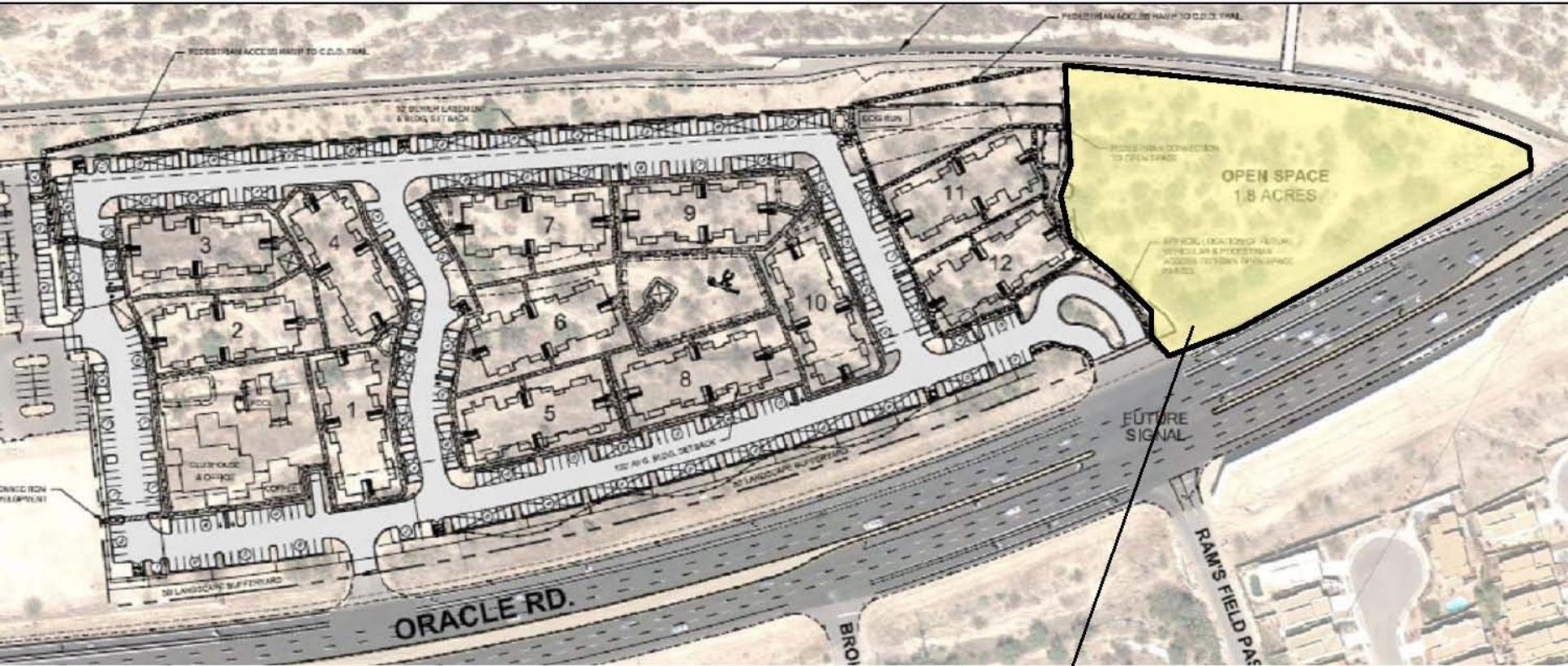
PURPOSE OF USE

The Town owned park property is devoted to the general use and enjoyment of the public. The goal is to create a general-purpose recreation area to engage in passive recreational activities.

HSL Steam Pump, LLC, proposes the following amenities to be installed on the Town owned property just north of our site:

- Ten (10) parking spaces on decomposed granite with wheel stops;
- One (1) ADA parking space with signage per code;
- A pedestrian path, ADA accessible, from the parking area to the existing multi-use path;
- A pedestrian path through the park area for access to the picnic areas;
- Bike parking for up to 6 bicycles;
- One (1) dual functioning water fountain;
- Two (2) benches, 3 picnic tables, 5 trash bins, and one recycling bin;
- Park signage, per Oro Valley Parks and Recreation Department;
- A ponding and drainage area, without grass as we are preserving trees based on Oro Valley parks and Recreation Department recommendation; and
- Transplanting 18 mature trees from our residential site into the park, as well as planting an additional 6 new 24" box Pale Verde trees. (many more trees than originally planned). HSL Steam Pump LLC will maintain the 24 trees until they are able to sustain themselves (not to exceed 24months).

HSL Encantada at Steam Pump Apartments



Town-owned park site



Town Council Regular Session

Item # **C.**

Meeting Date: 03/06/2013

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

Department: Police Department

Information

SUBJECT:

Resolution No. (R)13-11, Authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security for the purpose of purchasing Multi-Bridge video conferencing equipment for the Town's Emergency Operations Center

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Town of Oro Valley wishes to enter into a subgrantee agreement with the Arizona Department of Homeland Security (AZDOHS) to enhance the capabilities of the Town's Emergency Operations Center.

BACKGROUND OR DETAILED INFORMATION:

This funding will allow the Oro Valley Police Department to purchase video and teleconferencing equipment to enhance Town emergency operations capabilities and to expand regional collaboration within Pima County before, during, and after an incident.

FISCAL IMPACT:

Budget capacity exists in FY 2012/2013 'Grants-Capital' approved budget for this purchase in the amount of \$18,527.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)13-11, Authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security for the purpose of purchasing Multi-Bridge video conferencing equipment for the Town's Emergency Operations Center.

Attachments

(R)13-11 AZDOHS Subgrantee Agreement
Subgrantee Agreement

RESOLUTION (R)13-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING A SUBGRANTEE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF HOMELAND SECURITY TO FUND THE TUCSON URBAN AREA SECURITY INITIATIVE REGIONAL EMERGENCY OPERATIONS CENTER EQUIPMENT INITIATIVE

WHEREAS, the Arizona Department of Homeland Security requires participating jurisdictions to enter into a Subgrantee Agreement to receive the funds granted under the Tucson Urban Area Security Initiative (TUASI) Regional Planning Cooperative; and

WHEREAS, the Town of Oro Valley's allocation under the grant is a maximum of \$18,527.00 which will be used to fund the TUASI Regional Emergency Operations Center Equipment Initiative; and

WHEREAS, the grant money must be spent by the end of May, 2013, due to reprogramming of funding; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Subgrantee Agreement (attached hereto as Exhibit "A") in order to receive the funds which will be used to fund the TUASI Regional Emergency Operations Center Equipment Initiative.

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

1. The Subgrantee Agreement between the Town of Oro Valley, for the benefit of the Oro Valley Police Department and the Arizona Department of Homeland Security, attached hereto as Exhibit "A" and incorporated herein by this reference, to fund the Tucson Urban Area Security Initiative Regional Emergency Operations Center Equipment Initiative is hereby authorized and approved.
2. The Mayor and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Subgrantee Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 6th day of March, 2013.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Interim Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

SUBGRANTEE AGREEMENT-REALLOCATION

10-AZDOHS-HSGP- 777903-04

Between

The Arizona Department of Homeland Security
And

Oro Valley Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Oro Valley Police Department

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **February 1, 2013** and shall terminate on **May 31, 2013**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

"TUASI Regional EOC Equipment Initiative-Oro Valley"

and funded at \$ 18,527 (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ 18,527 to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/acl.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.
- d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

- e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)



Town Council Regular Session

Item # **D.**

Meeting Date: 03/06/2013
Requested by: David Laws
Submitted By: Matt Michels, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-12, Granting an easement to Tucson Electric Power over Town-owned park property for the purpose of supplying electric power to HSL Encantada Apartments at Steam Pump Village

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This easement will allow Tucson Electric Power to provide electrical service to the HSL Encantada Apartments at Steam Pump Village. The electric easement provides Tucson Electric Power the ability to construct and maintain an underground power line with associated equipment through the Town-owned park area located at the northern end of Steam Pump Village.

BACKGROUND OR DETAILED INFORMATION:

Due to the size of the HSL Encantada Apartment project, Tucson Electric Power has designed an electrical system to provide power from the north and south ends of the project. The feeder line from the south is provided through an existing utility easement within the HSL Encantada Apartment property boundary. The feeder line from the north will require underground installation through the Town-owned park area north of the apartment project.

Staff worked with HSL Properties and Tucson Electric Power to design an easement alignment that minimizes the impact to existing vegetation. In particular, two mature trees will be protected in place during construction of the underground power line. The easement will also provide a means of supplying power to the Town-owned park in the future if needed.

All constructed improvements within the Town-owned park will require a Grading Permit issued by the Town. All grading efforts will be permit regulated and will not allow any disturbance of the two existing trees during the construction to install the new underground power line and associated equipment.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)13-12, Granting an easement to Tucson Electric Power over Town-owned park property for the purpose of supplying electric power to HSL Encantada Apartments at Steam Pump Village.

Attachments

Attachment 1 - (R)13-12 Electrical Easement to TEP

Attachment 2 - Exhibit A

Attachment 3 - Park Aerial Photo

RESOLUTION NO. (R)13-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, GRANTING AN EASEMENT TO TUCSON ELECTRIC POWER OVER TOWN-OWNED PARK PROPERTY FOR THE PURPOSE OF SUPPLYING ELECTRIC POWER, TO HSL ENCANTADA APARTMENTS AT STEAM PUMP VILLAGE

WHEREAS, for the mutual benefit of the Town and HSL, the Town desires to grant an electric easement to Tucson Electric Power, so that power may be provided to the HSL Encantada Apartments at Steam Pump Village; and

WHEREAS, the Town owns the park area located at north western end of Steam Pump Village; and,

WHEREAS, in order to provide power to the HSL Encantada Apartments, Tucson Electric Power requires an electric easement which is as described in Exhibit "A" attached hereto; and,

WHEREAS, it is in the best interest of the Town to grant the electric easement to Tucson Electric Power so that electricity may be provided to the future residents of HSL Encantada Apartments at Steam Pump Village.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AS FOLLOWS:

1. The Electric easement attached hereto as Exhibit "A" is hereby approved and granted to Tucson Electric Power.
2. The Mayor is authorized to execute and the Town Clerk is authorized to attest to the attached Exhibit "A" for and on behalf of the Town.

PASSED AND ADOPTED by the Mayor and Town Council of Oro Valley, Arizona this 6th day of March, 2013.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

Tobin Sidles, Interim Town Attorney

Date: _____

EXHIBIT "A"
ELECTRIC EASEMENT



**LEGAL DESCRIPTION
ELECTRIC EASEMENT
STEAM PUMP VILLAGE PHASE 3**

A 15 (fifteen) foot and 10 (ten) foot wide Electric Easement located in a portion of that parcel of land described in Docket 13869 at Page 848 in the office of the Pima County, Arizona Recorder, and lying within a portion of Block 2 of Steam Pump Village Phase 3, a sub-division of record in the office of said recorders office in Book 64 of Maps and Plats at Page 95, said easement being 7.50 (seven and one half) feet and 5 (five) feet respectively on each side of the following described centerline;

COMMENCING at the Southeasterly corner of said parcel, said point being on the Northwesterly curved right-of-way line of Oracle Road, said curve being concave to the northwest, having a radius of 3719.72 feet, a radial line passing through said point bears S 54°42'15" E, said point also being on the Southerly line of said parcel, on a non-tangent curve, concave to the southwest, having a radius of 46.00 feet, a radial line passing through said point bears N 41°12'29" E (Measured), N 41°11'29" E (Record);

THENCE northwesterly along said Southerly line, through a central angle of 29°50'13" a distance of 23.95 feet;

THENCE N 78°37'44" W (Measured) N 78°38'24" W (Record) along said Southerly line, a distance of 6.05 feet to the **TRUE POINT OF BEGINNING** of said 15 (fifteen) foot wide easement;

THENCE departing said Southerly line, N 26°23'45" E a distance of 83.14 feet to the beginning of a curve, concave to the southeast, having a radius of 40.00 feet;

THENCE northeasterly along said curve, through a central angle of 41°02'02" a distance of 28.65 feet;

THENCE N 67°25'47" E a distance of 24.77 feet to the beginning of a curve, concave to the northwest, having a radius of 12.50 feet;

THENCE northeasterly along said curve, through a central angle of 33°41'04" a distance of 7.35 feet;

THENCE N 33°44'43" E a distance of 28.00 feet to the **POINT OF TERMINUS** of said 15 (fifteen) foot wide easement and the **TRUE POINT OF BEGINNING** of said 10 (ten) foot wide easement;

THENCE continue N 33°44'43" E a distance of 8.00 feet;



THENCE N 78°44'4" E a distance of 11.44 feet to the **POINT OF TERMINUS** of said 10 (ten) foot wide easement, said point being on the curved Northwesterly right-of-way line of Oracle Road, a radial line passing through said point bears S 57°25'08" E.

The sidelines of said 15 (fifteen) and 10 (ten) foot wide easements to be lengthened or shortened to commence on said southerly line of said parcel described in Docket 13869 at Page 848 and to terminate on said Northwesterly right-of-way line of Oracle Road.

Containing 2,774 square feet or 0.064 acres more or less.

Prepared by:
THE WLB GROUP, INC.

Robert L. Larson
RLL:rlf



EXPIRES 3/31/2014

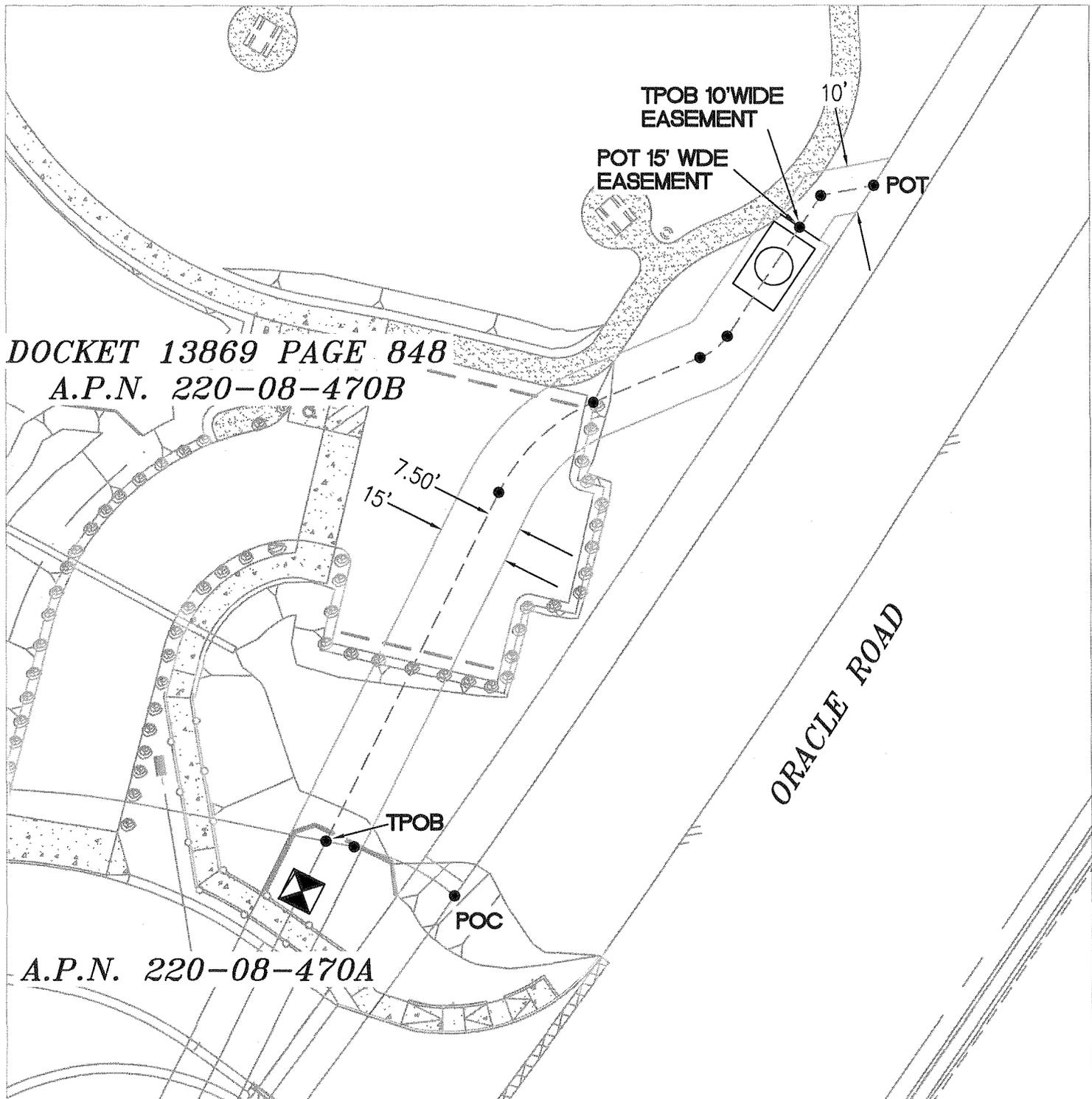
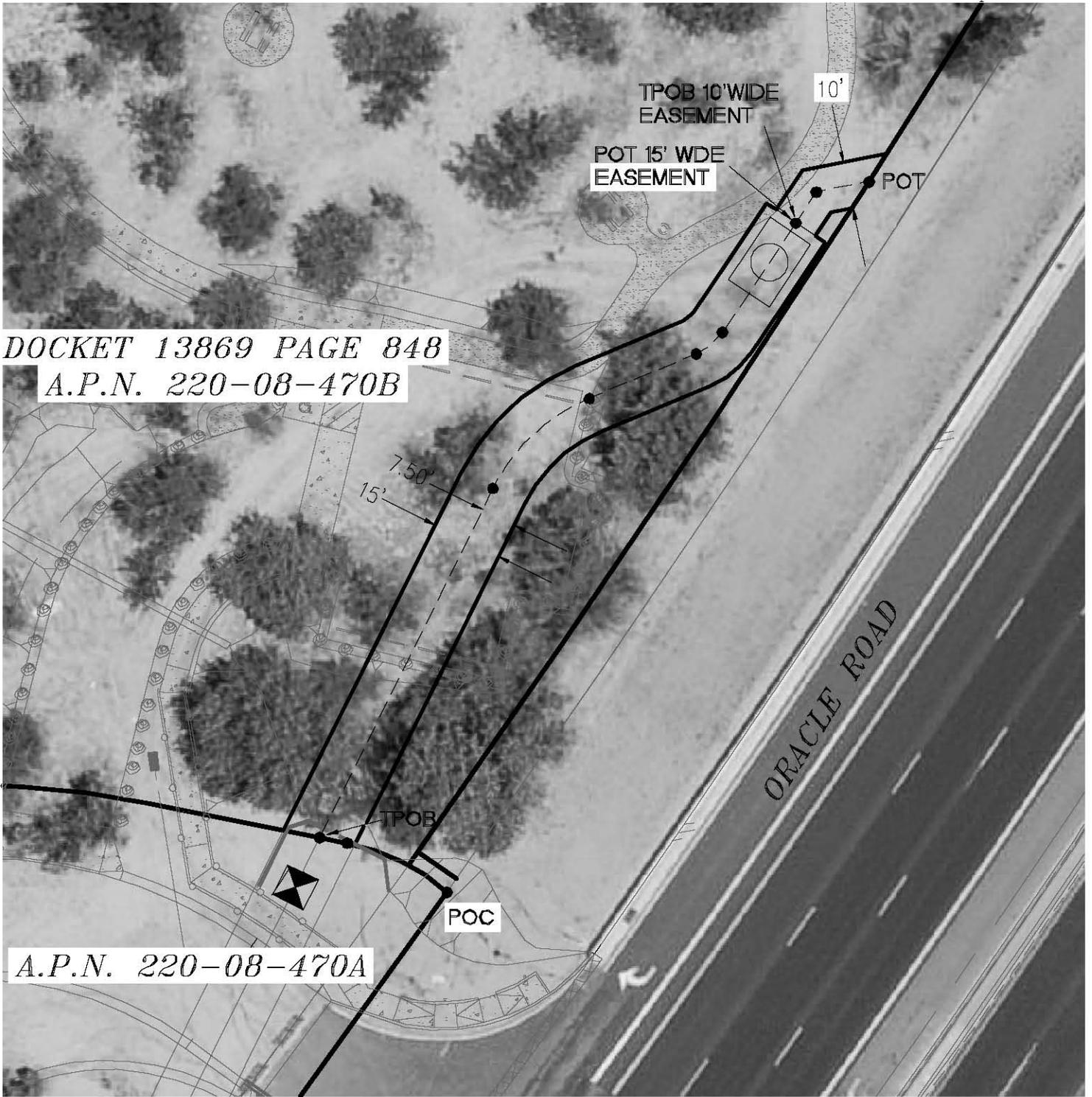


EXHIBIT 2 - A COORDINATE DISTRIBUTION OF
ELECTRIC EASEMENT
#1224
A.P.N. 220-08-470B
SECTION 2, TOWN OF ORACLE, COUNTY OF GAVAZZI,
STATE OF ARIZONA

1"=30'



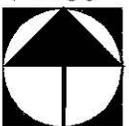
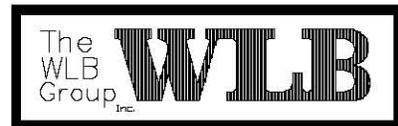


DOCKET 13869 PAGE 848
 A.P.N. 220-08-470B

A.P.N. 220-08-470A

EXHIBIT TO ACCOMPANY DESCRIPTION OF
 ELECTRIC EASEMENT
 WITHIN
 A.P.N. 220-08-470B
 SECTION 5, T. 12 S., R. 14 E., G.&S.R.M.,
 PIMA COUNTY, ARIZONA

1" = 30'





Town Council Regular Session

Item # **1.**

Meeting Date: 03/06/2013
Requested by: David Williams
Submitted By: David Williams, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION TO THE TOWN MANAGER REGARDING ENFORCEMENT OF RULES RELATED TO THE TEMPORARY USE OF A-FRAME SIGNS AND OUTDOOR DISPLAYS

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

The Town Council recently extended the temporary time period for use of A-frame signs and outdoor displays of merchandise. Businesses can obtain a permit and use these advertising methods until this temporary provision expires on February 3, 2014. The Greater Oro Valley Chamber of Commerce has reported that these allowances are appreciated by businesses and viewed as important advertising tools by some.

The purpose of this agenda item is to discuss and possibly provide direction to the Town Manager regarding enforcement of rules pertaining to A-frames and outdoor displays. The Town Council approved this temporary measure by motion, which included standards as shown in Attachments 1 and 2.

BACKGROUND OR DETAILED INFORMATION:

Town Council has approved the use of A-frames and outdoor displays for an additional year ending February 3, 2014. In doing so, the Council included two sets of standards; one for A-frames (Attachment 1) and one for outdoor displays (Attachment 2).

The standards for A-frames address sign height, area, and placement requirements. Similarly, the standards for outdoor displays include size of display, required clear zones and other safety concerns.

If additional enforcement procedures and/or penalties for non-compliance are a goal then direction by the Council is necessary.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

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

Attachments

Attachment 1 A-frame Rules

Attachment 2 Outdoor Display Rules

ATTACHMENT 1

1. A-Frame (Effective until February 3rd, 2013)

- a. Description: A sign that identifies a business and/or service for the purpose of directing pedestrian traffic to the business location.
- b. Area of sign: Six (6) square feet.
- c. Height: Three (3') feet, six (6'') inches, including sign legs.
- d. Location:
 - i. On Private Property
 - 1) Shall not be displayed in such a manner as to constitute a hazard to public safety.
 - 2) Signs must allow for minimum four (4') foot wide clear pathway.
 - 3) Signs for individual ground floor businesses shall be within twenty (20') feet of the business entry.
 - 4) Businesses above the ground floor shall locate signs within ten (10') feet of a stairway or elevator; alternate locations within designated pedestrian areas may be approved by the Planning & Zoning Administrator.
 - 5) Signs for courtyard entries shall be limited to one (1) sign for all businesses located within the courtyard, utilizing the same common entry.
 - 6) Signs shall be located within ten (10') feet of the courtyard entrance.
- e. Setback on private property: None unless otherwise required for public safety.
- f. Duration:
 - 1) Permits are valid from date of issuance until February 3rd.
 - 2) A-Frame signs shall be displayed during business hours only.
- g. Design Standards:
 - 1) Fluorescent and iridescent colors are not allowed.
 - 2) The copy and graphics on A-Frame signs shall be professionally designed and applied and subject to Planning and Zoning Administrator approval hand lettered and hand painted signs are not permitted.
- h. Additional Requirements:
 - 1) A-Frame signs shall not be counted towards total allowable sign area for the business.
 - 2) No illumination, noise or flashing, rotating, or moving elements are permitted.

ATTACHMENT 2

Section 25.1.A.5

Outdoor display (Effective until February 3, 2014)

- a. A minimum of four (4) foot unobstructed walkway shall be maintained around any outdoor display. A minimum of four (4) feet shall be maintained from any outdoor display and any ingress/egress to the building. Outdoor displays may be located against the building wall. Outdoor displays shall conform to the egress requirements of the International Building Code and shall not obstruct a means of egress.
- ✓ b. Minimum setback of four (4) feet from the edge of the outdoor display to the curb or edge of drive aisle shall be maintained.
- ✓ c. Outdoor display shall not be located in any landscaped area nor interfere with the safe function of pedestrian sidewalks, bicycle parking area and other access.
- ✓ d. Outdoor displays shall not be located in a parking area or drive aisle.
- e. Outdoor displays shall be maintained in such a manner as to not constitute a hazard to pedestrians or vehicular traffic as determined by the Building Official or Town Engineer as applicable. People standing in driveways or blocking doorways while viewing merchandise are considered a hazard.
- f. Outdoor displays shall be limited to one (1) building facade of the main building. Areas occupied by outdoor dispensing machines are not considered outdoor displays.
- ✓ g. Outdoor displays shall be limited to merchandise sold inside the main building.
- h. The Planning and Zoning Administrator shall prescribe the form and content of the outdoor display applications and necessary accompanying information. The application shall be filed with the Planning and Zoning Administrator. A no fee permit must be issued prior to the establishment of any outdoor display.
- ✓ i. For building facades fifty (50) feet and greater in width, outdoor displays shall not occupy more than fifty percent (50%) of the building facade, up to a maximum of one hundred fifty (150) feet.
- ✓ j. For building facades less than fifty (50) feet in width, outdoor displays shall not occupy more than twenty-five (25) feet of the facade.
- k. To provide each tenant whose facades are less than thirty (30) feet with a useable display area, the Planning and Zoning Administrator may reduce the required walkways established by this section. In no case shall the walkway be reduced to less than two (2) feet.