

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
MAY 2, 2012
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

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

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

INFORMATIONAL ITEMS

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

PRESENTATIONS

1. Presentation by Metropolitan Tucson Convention & Visitors Bureau's President/CEO, Brent DeRaad

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - December 7, 2011, January 4, 2012 & February 1, 2012
- B. Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: January 1, 2012 - March 31, 2012

- C. Resolution No. (R)12-21, authorizing and approving the Communications Site Lease Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company and the Town of Oro Valley for the purpose of constructing, installing, maintaining, replacing, improving and operating a communications facility
- D. Resolution No. (R)12-22, repealing and replacing Personnel Policy Numbers 11, Discipline, and 18, Grievance Procedures, of the Personnel Policies and Procedures Manual
- E. Resolution No. (R)12-23, approving a Memorandum of Understanding between Public Safety Employees and the Town of Oro Valley pursuant to Chapter 4, Section 4-1-8 of the Town Code, Public Safety Employee Relations and Processes

REGULAR AGENDA

- 1. PUBLIC HEARING - RESOLUTION NO. (R)12-24, ADOPTION OF THE TENTATIVE BUDGET FOR FY 2012/13 AND SETTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR FY 2012/13
- 2. PRESENTATION OF FIVE-YEAR FINANCIAL FORECAST THROUGH FY 2016/17
- 3. REQUEST FOR APPROVAL OF CONCEPTUAL SITE PLAN AND CONCEPTUAL ARCHITECTURE FOR THE ENCANTADA AT STEAM PUMP APARTMENTS, LOCATED IN THE NORTHERN PORTION OF STEAM PUMP VILLAGE, ON THE WEST SIDE OF ORACLE ROAD

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: 4/25/12 at 5:00 PM 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 # 1.

Meeting Date: 05/02/2012

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Presentation by Metropolitan Tucson Convention & Visitors Bureau's President/CEO, Brent DeRaad

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A



Town Council Regular Session

Item # A.

Meeting Date: 05/02/2012

Requested by: Julie K. Bower, Town Clerk

Submitted By:

Mike Standish, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - December 7, 2011, January 4, 2012 & February 1, 2012

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 December 7, 2011, January 4, 2012 and February 1, 2012 minutes.

Attachments

12/7/11 Draft Minutes

1/4/12 Draft Minutes

2/1/12 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
December 7, 2011
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION

CALL TO ORDER

Mayor Hiremath called the meeting to order at 5:01 p.m.

ROLL CALL

PRESENT:

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

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Communications Administrator Misti Nowak announced the upcoming Town meetings.

COUNCIL REPORTS

Councilmember Garner reported that the Public Safety Providers Quarterly Report under informational items was correctly done.

Vice Mayor Snider reported that Arizona Attorney General Tom Horne addressed the citizens of Sun City about fraud and gave some great tips on how to protect oneself from online fraud. Key points from his presentation could be found at www.azag.gov. Mr. Horne presented an award to Police Chief Danny Sharp for his excellent work in the community.

Councilmember Solomon attended the tree lighting event last Friday night at the Oro Valley Marketplace and thanked staff for all of their help with coordinating the fantastic event.

Vice Mayor Snider taught a Local Government class to 4th graders at Painted Sky Elementary on Monday.

Mayor Hiremath announced that the 7th Annual Holiday Parade would be taking place this Saturday at 9:30 a.m. along Naranja Drive from Ironwood Ridge High school to the Town hall campus.

DEPARTMENT REPORTS

Town Clerk Julie Bower announced that artwork by artist Jo Ann Rom was being featured in the Council Chambers this month.

Economic Development Director Amanda Jacobs reported that the U.S.A. Triathlon had committed to bring back the National Duathlon Championship in 2012 and 2013.

Ms. Jacobs announced that the OV Dollars program was launched on Monday, December 5th. The cards worked much like gift cards and they were available at Town Hall.

ORDER OF BUSINESS

Mayor Hiremath announced that the order of the regular agenda items would be as followed: (1), (2), (7), (8), (5), (6), (3) and (4).

INFORMATIONAL ITEMS

1. DIS Customer Feedback Forms
2. Public Safety Providers Quarterly Reports
3. Council Trip Report

CALL TO AUDIENCE

Oro Valley resident Bill Adler was surprised and disappointed with the small number of businesses who had utilized the Town's temporary relief strategies regarding outside displays and A-frames. He recommended that the 20 foot restriction be waived temporarily.

Councilmember Hornat directed staff to look into the temporary relief strategies to make sure that what Council intended was what Council received.

PRESENTATIONS

1. PLAQUES TO OUTGOING BOARD MEMBERS

Mayor Hiremath presented plaques of appreciation to:

Board of Adjustment

- Jimmy Fields
- Sandra Hoy-Johnson
- Paul Parisi

Historic Preservation Commission

- Samuel McClung
- Daniel Zwiener

Parks and Recreation Advisory Board

- Susannah Myerson
- Greg Roberts

Planning and Zoning Commission

- Robert LaMaster

Water Utility Commission

- David Powell

2. Presentation of Certificates to Community Academy Graduates

Mayor Hiremath presented certificates of completion to the following graduates of the Community Academy - Local Governance 101 class.

- Gil Alexander
- Dave Adler
- Nicky Baker
- Sue Bishop
- Kit Donley
- Louis Farkas
- Bill Leedy
- Steve Leon
- Carolyn Milkey
- Mark Napier
- Christina O'Callaghan
- Patti Owen-Slater
- William Rodman

- Larry Ryan
- Dino Sakellar
- Michael Standish
- Jeff Szafranski
- Danielle Tanner
- Don Taylor
- Marthy Waters
- Carol Wheeler

CONSENT AGENDA

Councilmember Hornat requested that items (B) and (F) be pulled from the Consent Agenda for discussion.

- A. Minutes - September 27, October 5, 2011
- C. Tucson Regional Economic Opportunities, Inc. Quarterly Report: July 1, 2011 - September 30, 2011
- D. Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: July 1, 2011 - September 30, 2011
- E. Council approval regarding Tucson Sports' request for In-Kind Support from the Town of Oro Valley for the USA Triathlon National Duathlon Championships
- G. Resolution No. (R)11-76, Authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County for Election Services
- H. Resolution No. (R)11-77, Authorizing and approving drainage easements between the Town of Oro Valley and two homeowners along Lomas de Oro Wash for maintenance of the Channel Drainage Improvement Project
- I. Resolution No. (R)11-78, Appointing the Interim Town Manager Greg Caton as Applicant Agent for the Federal Emergency Management Agency, Arizona Department of Emergency Management, Lomas De Oro Wash Project

MOTION: A motion was made by Councilmember Gillaspie and seconded by Councilmember Waters to approve Consent Agenda items (A), (C)-(E) and (G)-(I).

MOTION carried, 7-0.

B. Fiscal Year 2011/12 Financial Update Through October 2011

Councilmember Hornat requested clarification regarding the estimated \$194,000 decrease in the fund balance.

Finance Director Stacey Lemos stated that \$180,000 was currently in the process of being spent by Information Technology Director Kevin Verville for IT projects.

Councilmember Hornat asked why \$300,000 was taken out of the General Fund and moved back into the Bed Tax Fund.

Ms. Lemos said in compliance with Senate Bill 1460, the Town felt comfortable with not transferring as much Bed Taxes over to the General Fund. The extra revenues would not be needed since there would be lower expenditures due to vacancy savings.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Gillaspie to approve item (B).

MOTION carried, 7-0.

F. Appointments to various Boards and Commissions

Councilmember Hornat noted that Bill Rodman and Bill Leedy were appointed to fill terms on the Planning and Zoning Commission.

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Snider to approve item (F).

MOTION carried, 7-0.

REGULAR AGENDA

1. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR HARVEST RESTAURANT LOCATED AT 10355 N. LA CANADA DR. #141

Town Clerk Julie Bower stated that the request for a Series 12 liquor license for Harvest restaurant was due to a change in ownership. The premises was posted for twenty days as required by law and no protests were received. The Oro Valley Police Department conducted their standard background investigation on all owners/agents and the Police Department had no objections to the approval of the liquor license.

Mayor Hiremath opened the public hearing.

No comments were received.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Gillaspie and seconded by Vice Mayor Snider to Approve a Series 12 Liquor License for Lisa Shapouri for Harvest Restaurant located at 10355 N. La Canada Drive #141, Oro Valley, AZ, 85737.

MOTION carried, 7-0.

2. DISCUSSION AND POSSIBLE ACTION REGARDING A ONE-TIME, MID-YEAR EMPLOYEE APPRECIATION PROGRAM THROUGH THE DISTRIBUTION OF OV DOLLARS GIFT CARDS TO TOWN EMPLOYEES

Interim Town Manager Greg Caton gave an overview of the item and said that it was a one-time compensation program for employees in the amount of \$200 for benefit eligible employees and \$100 for non-benefit eligible employees. The compensation would be provided in the form of OV Dollars gift cards. The cost of the program was approximately \$64,000 and would cover 338 employees.

Councilmember Waters asked what the difference was between benefit eligible and non-benefit eligible employees.

Mr. Caton said that the program was divided between full-time (benefit eligible) and part-time employees (non-benefit eligible).

Councilmember Garner asked if the money for the OV Dollar gift card program would come from the respective funds associated with each employee.

Mr. Caton agreed that the funding would come from the same fund that the employee would normally be paid from.

Councilmember Solomon said that staff had not received any type of cost of living adjustment or any pay increase for several years, while at the same time, staffing had been reduced. He said that this was a small token of appreciation to the employees for all of their excellent service.

MOTION: A motion was made by Councilmember Solomon and seconded by Councilmember Waters to approve the use of contingency funds in the amount of \$64,100 for the distribution of OV Dollar gift cards to Town employees as a show of appreciation for their hard work and dedication to delivering excellent service to the community.

MOTION carried, 7-0.

7. DISCUSSION AND POSSIBLE ACTION REGARDING CAPITAL ENHANCEMENTS TO POOL FACILITY

Management Assistant Catherine Vorrasi said that the feasibility study was completed in March of 2011 and accepted by the Town Council at the April 6th Regular Session meeting.

Ms. Vorrasi stated that the economic impacts associated with moving forward with improvements would attract large-scale swimming competitions. The aquatics operational improvements would consist of the following:

- 50 meter pool depth modifications
- High performance gutters
- Splash pad and necessary components
- Multipurpose lap/program pool - 6 lanes
- Drop slide & tower

The architectural improvements would consist of the following:

- Change facility/Admin. building modifications
- Existing wading pool removal and replace deck
- 10 lane scoreboard and timing system
- Spectator seating with shade on 50 meter course
- Shade structures

Stacey Lemos gave an overview of the two proposed funding options and stated that the estimated cost for the project was approximately \$3,450,000.

Ms. Lemos said that one of the main factors that led to staff's recommendation to use the Town's existing Bed Taxes to fund the project was the recent passage of Senate Bill 1460. This bill became law on July 20, 2011 and changed requirements for how cities and towns with populations under 100,000 could use discriminatory Bed Taxes.

The law defined "discriminatory bed taxes" as that portion of those taxes collected in excess of the standard 2% sales tax. For the Town, this would mean that 4% of the 6% Bed Tax rate would be considered discriminatory under the new law. The discriminatory Bed Tax revenues must now be used exclusively for the promotion of tourism and economic development purposes.

Ms. Lemos presented funding option #1.

Councilmember Garner asked why the Town would want to bond for \$50,000 rather than pay cash.

Ms. Lemos replied that cash could be used to pay for the bond issuance costs but typically, these costs would get rolled into the cost of issuing the bonds. Overall, both options were cost neutral but bonding at the higher amount would preserve a little more of the fund balance which could then allow more flexibility in the use of funds for another project in the future.

Councilmember Solomon asked if it would make sense to take advantage of the record low interest rates and sell the bonds at a much lower rate than five years down the road.

Ms. Lemos said that the bonds could currently be issued at around 4% but rates over the near term were not expected to change much for bond issuances.

Ms. Lemos presented funding option #2. \$500,000 from the Bed Tax fund would not be used under this option and debt service would be increased to approximately \$280,000 per year instead of \$235,000 per year from option 1. All other revenue and expenditure figures remained the same in option 2 as in option 1. The second option would preserve more of the Bed Tax fund balance to allow more flexibility in utilizing those funds for future projects.

Based on extensive research from Ballard King Consultants, the feasibility study estimated an annual economic impact from the enhanced facility to be approximately \$2 million dollars per year through holding more competitive multi-day swim events, added hotel stays in the area and creating a greater draw to the community in general.

Vice Mayor Snider asked what the projected timetable would be for the project if construction was to begin in May 2012.

Parks, Recreation, Library & Cultural Resources Director Ainsley Legner said the renovations were expected to be completed by early fall.

Ms. Lemos noted that Parks and Recreation impact fees, by law, could only be used for the expansion of existing facilities due to new growth in the community.

Councilmember Waters asked if the Town was still thinking about renaming the pool facility.

Interim Town Manager Greg Caton said that staff was prepared to launch an aggressive fundraising campaign and was confident that money could be raised by offering naming rights to the complex.

Councilmember Waters asked if it would cost users more to use the pool after the renovations were completed.

Mr. Caton said that there would be an increase but it would be minimal.

Mayor Hiremath opened the public hearing.

Vince Trinidad, Director of Tucson Sports with the Metropolitan Tucson Convention & Visitors Bureau (MTCVB), was excited about the pool expansion project and the possibility of bringing in regional and national competition events.

Councilmember Waters asked if it was possible to hold a triathlon event in Oro Valley once the pool renovations were completed.

Mr. Trinidad said that there would be potential to do so.

Vice Mayor Snider asked what other facilities in the area would rival the pool once the renovations were completed.

Mr. Trinidad stated that the main aquatic facilities that would compare to the renovated pool would be those owned by the University of Arizona and the City of Tucson.

Lynn Ericksen, General Manager of the Hilton El Conquistador and Chairman of the Board for MTCVB, said that the pool enhancements would be a strong contributor to the community while providing a venue to help stimulate the economy, grow revenue and provide jobs. He urged Council to develop a strong brand and allocate appropriate resources to an aggressive sales and marketing effort.

Oro Valley resident and treasurer of the Pusch Ridge swim team Ruth Kester, said that she was not opposed to the pool expansion but was concerned with future rate increases. She was concerned with the May 2012 start date because it would force two teams to share a six-lane pool during one of the busiest times of the year.

Management Assistant Catherine Vorrasi said that the pool enhancements were slated to start in the summer because staff felt that there was more water available at that time which would lessen the impact to the swim teams.

MOTION: A motion was made by Councilmember Gillaspie and seconded by Councilmember Solomon to direct staff to establish funding for and to implement Phases I and III of the Oro Valley Municipal Pool Feasibility Study using option #1.

Councilmember Hornat was concerned about raising fees.

Mr. Caton said that large fee increases were not anticipated.

MOTION carried, 7-0.

8. RESOLUTION NO. (R)11-83, ADOPTING UPDATED DEVELOPMENT IMPACT FEES TO BE COMPLIANT WITH SENATE BILL 1525 PRIOR TO JANUARY 1, 2012

Finance Director Stacey Lemos gave an overview of Senate Bill 1525 and introduced Pat Walker from Heinfeld, Meech & Co. P.C.

Ms. Walker explained that an impact fee was a one-time charge against new development designed to reflect the proportionate cost of capital facilities to serve that development.

Ms. Walker outlined the following provisions of Senate Bill 1525:

- Major changes to the existing statute A.R.S. 9-463.05
- Redefined "necessary public services"
 - Must have life expectancy of 3 years
 - Must be owned or operated on behalf of Municipality
 - Certain projects are not allowed
 - Can be replaced by debt if before June 1, 2011
- New fees must be adopted by January 1, 2012
- New study by August 1, 2014

Ms. Walker gave an overview of the changes for the following fee categories:

- General government fees
- Library fees
- Parks and Recreation fees
- Police fees

Discussion ensued regarding the changes to the impact fees and how it would affect the town.

MOTION: A motion was made by Vice Mayor Snider and seconded by Councilmember Hornat to approve Resolution No. (R)11-83 adopting updated development impact fees to be compliant with Senate Bill 1525 prior to January 1, 2012.

MOTION carried, 7-0.

5. PUBLIC HEARING: RESOLUTION NO. (R)11-81, AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION FROM COMMERCE OFFICE PARK TO HIGH DENSITY RESIDENTIAL FOR A FIFTEEN ACRE PARCEL LOCATED AT THE NORTHEAST CORNER OF RANCHO VISTOSO BOULEVARD AND VISTOSO COMMERCE LOOP

Planning Manager David Williams gave an overview of the item and stated that the applicant requested a Major General Plan Amendment from Commerce/Office Park (COP) to High Density Residential (HDR).

The proposed location was located on the North side of Rancho Vistoso Boulevard, approximately 1/4 mile from Oracle Road.

Mr. Williams stated that if the General Plan Amendment (GPA) was approved, a rezoning and design review process would follow.

Mr. Williams outlined the General Plan Amendment evaluation criteria and noted that the General Plan promoted a compatible mix of land uses through the Oro Valley planning area and encouraged new development to locate uses that depended on convenient transportation access near major arterial streets.

Factors for the General Plan Amendment:

- Multi-family residential (MFR) was a typical transitional land use next to single family residential (SFR)
- No apartment complexes north of Tangerine Road and east of Rancho Vistoso Boulevard and multi-family housing was under represented in Rancho Vistoso
- Apartments would be in close proximity to employment and activity centers
- There appears to be a market for new apartment development
- MFR would likely have a smaller footprint on the site rather than Campus Park Industrial (CPI)
- MFR would not generate regular truck traffic or require loading docks
- The site was in proximity to major arterial roadways
- Negative impacts of the proposal could be substantially mitigated

Factors against the General Plan Amendment:

- The loss of Campus/Office Park (COP) land was not supported by the Community Economic Development Strategy
- The property had access, infrastructure and location suitable for CPI development which helps create primary jobs
- The apartments would be in close proximity to Innovation Park which may have negative impacts to residents
- Residents in adjacent subdivision in Neighborhood 2 have expressed objections to the proposal

Residents were concerned about the following:

- Traffic and circulation
- Crime/safety
- Noise, light and view impacts
- Impact on water supply

- School impacts
- Proximity of crematorium
- Aesthetic concerns
- Effects on property values
- Ensuring project was high-end
- Market viability

Mr. Williams stated that the amendment conformed with many General Plan policies and amendment criteria and that impacts of development could be mitigated through sensitive design and buffering.

The Planning and Zoning Commission recommended denial (6-0 vote) finding that the loss of Commerce/Office Park was not supported by the Community Economic Development Strategy (CEDS).

Mayor Hiremath asked if the traffic and circulation issues had been resolved.

Interim Development and Infrastructure Services Director Paul Keesler said that detailed traffic and circulation information was not available at this time but Rancho Vistoso as a whole and primarily Rancho Vistoso Boulevard were under utilized. Rancho Vistoso Boulevard was built with the ultimate build out of Rancho Vistoso in mind.

Councilmember Waters asked how the Environmentally Sensitive Lands Ordinance (ESLO) would factor in to new development.

Mr. Williams said that it would depend upon the General Plan designations since the General Plan dictated the level of conservation within the ESLO. If the property was located within a growth area, there would be no open space requirements on the ESLO side but there were open space requirements outlined in the Zoning Code.

Property owner Rodger Ford clarified that the Planning and Zoning Commission voted 4-2 for denial rather than 6-0 as previously stated. Mr. Williams confirmed that the vote was 4-2. Mr. Ford said that the property was unique and shovel ready which was why it was chosen for development.

Mr. Ford said that he purchased the property in late 2006, early 2007 while it was zoned for Commerce/Office Park. By the time he received approval 15-18 months later, the demand for office space decreased and he lost the enthusiasm of his anchor tenants. Due to the current market conditions, he felt that the best use for the property was for apartments.

Ali Farhang, managing partner of the law firm Farhang and Medcoff said that there were three governing laws that pertained to this item: The United States Constitution, the Constitution of the State of Arizona and the Private Property

Rights Protection Act under Arizona Statutes.

Mr. Farhang stated that a regulatory taking had occurred regarding the property in question because the Town regulated the property to such a degree that the regulation effectively amounted to the exercising of the Town's eminent domain power without vesting the property owner of the title to the property. Government land regulations that denied the property owner any economically viable use was deemed to be a taking of the affected property. Since, in the foreseeable future, there was no possible industrial use that could be profitably carried out on any of the 15 acres, failure to amend the land use designation would constitute a per se regulatory taking.

Mr. Farhang said that if there was an existing right to use, buy, sell or possess private real property and if those rights were reduced by the enactment or applicability of any land use law enacted after the date the property was transferred to the owner and such action reduced the fair market value of the property, the owner would be entitled to just compensation.

In conclusion, Mr. Farhang said that by requiring the property to be preserved or allowing it to remain vacant for an indefinite period of time would infringe on the property owner's rights under the Constitution and State law.

Applicant Sam Beznos, representing the Bezteck Company, gave an overview of the proposed apartment complex design and layout. The apartments would appeal to executive professionals by offering cutting edge technology, functional design, artistic decor, superior materials and outstanding customer care.

Mr. Beznos said that Parcel 2-E was the only parcel that would allow short-term housing to be located within minutes of the office.

Mr. Beznos gave an overview of the site plan and stated that the proposal was for 256 units which included 220 garages to be built on the 15 acre site.

Mark Highlen stated that Parcel 2-E was chosen because it was very close to Innovation Park, it had enough land to support the 250+ units, was close to a major roadway and was very close to public transportation, local retail and other services.

Mr. Highlen said that no other sites were close enough to service Innovation Park. The criteria used when designing the site consisted of the following:

- Compatibility with the community
- Rancho Vistoso community had only been developed to 48% of its capacity
- No high-end apartments close by
- Close proximity to public transportation

- Employment opportunities
- High demand for multi-family housing

Mr. Beznos said that the average income of current residents was \$88,900. According to the Bureau of Labor Statistics, residents at this site would spend \$10.5 million/year at local businesses and would generate \$212,000 in sales tax revenue for Oro Valley.

Mayor Hiremath asked the Town Attorney if he agreed with the opinion from Mr. Ford's legal Counsel.

Town Attorney Tobin Rosen disagreed with the legal opinion.

Mayor Hiremath opened the public hearing.

The following individuals spoke in support of item #5:

- Tom Phielix
- Jerry Cacciatore
- Oro Valley resident Jim Harrison
- Richard Biocca
- Sheri Herrera De Frey
- Richard Frey
- Paul Carbone
- Mike Sandahl
- Brian Mueller

The following individuals spoke in opposition to item #5:

- Kenneth Bolan
- Oro Valley resident John Musolf
- Oro Valley resident Donald Bristow
- Oro Valley resident Brenda Ryan
- Oro Valley resident Lucia Valenzuela
- Oro Valley resident Geri Ottoboni
- Oro Valley resident Sandra Hoy-Johnson

The following individuals were undecided regarding item #5:

- Oro Valley resident Dave Perry
- Oro Valley resident Michelle Saxer
- Oro Valley resident Bill Adler
- Oro Valley resident Barbara Mostoff

Mayor Hiremath closed the public hearing.

Mayor Hiremath recessed the meeting at 8:32 p.m.

Mayor Hiremath reconvened the meeting at 8:40 p.m.

Councilmember Waters preferred to have a third party analysis conducted to determine the needs of Oro Valley.

Councilmember Solomon said that there was no guarantee that what was presented tonight would be built. Very specific conditions would have to be added to the General Plan Amendment in order to dictate what would be built.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Waters to continue item #5 to allow time to conduct an independent market analysis.

Councilmember Gillaspie was in favor of a non-biased study but was concerned with who should pay for it. He felt there was adequate High Density Residential (HDR) products in close proximity to employers in the area.

Councilmember Solomon questioned whether or not a study was relevant in this situation since it was determined by the Planning and Zoning Commission that not all General Plan requirements were satisfied.

Councilmember Hornat asked for clarification regarding whether or not the criteria for the General Plan Amendment was met.

Mr. Williams responded that staff and the Planning and Zoning Commission believed that not all of the General Plan requirements were met.

Councilmember Garner would not support a continuance since the burden of proof rested on the applicant.

MOTION failed 3-4 with Vice Mayor Snider, Councilmember Garner, Councilmember Gillaspie and Councilmember Solomon opposed.

MOTION: A motion was made by Councilmember Solomon and seconded by Councilmember Gillaspie to deny Resolution No. (R)11-81, amending the General Plan to change the land use designation from Commerce Office Park to High Density Residential for a fifteen acre parcel located at the Northeast corner of Rancho Vistoso Boulevard and Vistoso Commerce Loop.

MOTION carried, 6-1 with Councilmember Hornat opposed.

6. PUBLIC HEARING: RESOLUTION NO. (R)11-82, AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION FROM COMMERCE OFFICE PARK TO HIGH DENSITY RESIDENTIAL FOR 13 ACRES LOCATED NEAR THE NORTHEAST CORNER OF LINDA VISTA BOULEVARD AND ORACLE ROAD

Mr. Williams gave an overview of the item. The applicant was requesting a change from Neighborhood Commercial/Office to High Density Residential. The property was located on the east side of Oracle Road on the northeast corner at Linda Vista Boulevard.

The General Plan Amendment was to re-designate the eastern 13 acres to High Density Residential (HDR). The western 7 acres would remain NC/O (C-1 zoning).

Mr. Williams outlined the General Plan Amendment evaluation criteria and said that along with the criteria, staff also took into account the General Plan vision, goals and policies.

Mr. Williams discussed the factors for:

- Multi-family development was potentially more compatible with single-family residential than commercial uses
- Multi-family residential would not generate regular truck traffic or require loading docks
- The site was in proximity to Oracle Road
- The development would be designed through the PAD process
- The negative impacts of the proposal could be substantially mitigated through sensitive design and buffering
- There appeared to be a market for new apartment development

Mr. Williams discussed the factors against:

- Commercial development created retail sales tax revenue and employment
- Some housing variety already existed in the vicinity
- Nearby residents had expressed objections to the proposal

Neighborhood meetings were held on September 15th and October 6th and the main concerns from residents consisted of:

- Traffic and circulation
- Crime/safety
- Noise, light and view impacts
- Impacts to Linda Vista Trail/Pusch Ridge Wilderness
- Aesthetic concerns
- Effects on property values

- Ensuring project was high-end
- Market viability

Staff believed that the General Plan Amendment conformed with many General Plan policies and amendment criteria and that the impacts of the development could be mitigated through sensitive design and buffering.

The Planning and Zoning Commission recommended unanimous approval with the condition that the PAD rezoning process was required.

Councilmember Solomon asked if there were two separate parcels that could be each sold and developed separately.

Mr. Williams said there were three separate parcels according to the Assessor's records and the parcel lines could be changed through survey and recordation.

Councilmember Hornat preferred that the whole property be considered under a PAD instead of just the back half.

Councilmember Gillaspie asked Mr. Rosen if the Council had the authority to stipulate that the General Plan Amendment would be contingent upon the rezoning to a PAD so that it could be considered in its entirety.

Mr. Rosen said that Council could condition the General Plan Amendment on the presentation of a PAD for the property.

Applicant representative Mike Grassinger, of the Planning Center, said the intent had always been to include the entire 20 acre parcel in a PAD and to develop the area as mixed-use. He felt that they had met the criteria recommendations of the General Plan.

Mr. Grassinger said that the demographics and economics had changed over the years and there now was a higher demand for High Density Residential (HDR) units such as the proposed condos and/or townhouses.

Mr. Grassinger said that the site was appropriate for the proposed use and was shovel ready. The intent was to build and fill the commercial developments first so that when customers moved in, it would create an even more attractive environment for potential users.

Mr. Grassinger stated the applicant had committed to having access to the residential only from Oracle Road. The main entrance would come off of Oracle Road and would be gated. There would be a right-turn only exit onto Linda Vista as well as 165 foot setbacks from the existing building to the future building and about 80 feet from the property line to the first building.

Councilmember Garner asked if Starbucks was still going to be featured on the site.

Mr. Grassinger replied that as far as he knew, Starbucks was still coming to the site.

Mayor Hiremath opened the public hearing.

The following individuals spoke in favor of item #6:

- Dave Perry, President and CEO of the Pima County Chamber of Commerce and Oro Valley resident
- Mike Carlier, Oro Valley resident and representative for Venture West
- Oro Valley resident Elwood Mayberry
- Oro Valley resident Barbara Mostoff

The following individuals spoke in opposition to item #6.

- Oro Valley resident George Coutts
- Oro Valley resident Judy Bowser
- Oro Valley resident Carl Bowser
- Oro Valley resident Brian Wheelwright
- Oro Valley resident Susan Porter
- Oro Valley resident Dan Zespy

The following individuals were undecided regarding item #6.

- Oro Valley resident Joe Barr
- Oro Valley resident Bill Adler

Mayor Hiremath closed the public hearing.

Councilmember Solomon was concerned about losing commercial property along Oracle Road.

Mr. Williams believed that there was excessive Neighborhood Commercial/Office designations in the General Plan today which was why staff supported this item.

Councilmember Solomon asked what type of retail would be allowed in the current land designation.

Mr. Williams replied that the current land use designation was C-1 and most retail uses would be allowed.

Councilmember Garner asked for clarification regarding whether apartments or town homes would be built on the site.

Applicant Ross Rulney said that the preference was to sell fee-simple units if the market allowed but when the units were ready, flexibility was needed to be able to rent the units if the units could not be sold.

Councilmember Gillaspie asked Mr. Rosen if Council could stipulate that the General Plan Amendment be contingent upon a successful completion of a PAD.

Mr. Rosen said that the General Plan Amendment could be contingent upon a PAD but whether or not the PAD was successful, would be up to the Council to decide at a future legislative act. One could not be conditioned upon the other.

MOTION: A motion was made by Councilmember Gillaspie and seconded by Councilmember Hornat to adopt Resolution No. (R)11-82, amending the General Plan to change the land use designation from Commerce Office Park to High Density Residential for 13 acres located near the Northeast corner of Linda Vista Boulevard and Oracle Road subject to Exhibit "B" and that the General Plan amendment is contingent on rezoning to PAD.

EXHIBIT "B"
Condition of Approval Rulney General Plan Amendment
OV1111-003

1. The property shall be zoned through the Planned Area Development (PAD) process. The PAD shall include the 7 commercial acres adjacent to the west of the subject property.

MOTION carried, 5-2 with Mayor Hiremath and Councilmember Garner opposed.

3. PUBLIC HEARING: RESOLUTION NO. (R)11-79, AMENDING THE GENERAL PLAN TO EXPAND THE MUNICIPAL PLANNING AREA BOUNDARY WEST TO THORNYDALE ROAD AND SOUTH TO ORANGE GROVE ROAD, ENCOMPASSING APPROXIMATELY ELEVEN SQUARE MILES AND TO ASSIGN THIS AREA AN "UNDESIGNATED AREA"

Principal Planner Chad Daines gave an overview of the item and said that this item was a General Plan Amendment that was filed by the Town. He described a municipal planning area as essentially the sphere of influence or a geographical area that encompassed future growth and development areas of the Town and adjacent areas that may impact or affect the Town.

Mr. Daines said the request was to expand the Municipal Planning Area boundary south to Orange Grove Road and west to Thornydale Road which would encompass approximately 11 additional square miles.

Mr. Daines said that the purpose/intent of the General Plan amendment was to:

- Indicate the Town's desire to take on a more significant role in regional planning
- Reflect desire to pursue annexation as an economic development strategy
- Indicate the Town's potential to provide urban services to northwest area residents.
- Correct Boundary Issues
 - Cobo Catalina Hills (12 lots)
 - 160 acres at Pinal County Line
- Develop long-term regional planning and coordination over area

Mr. Daines outlined the General Plan Amendment evaluation criteria and discussed the public notice process that was conducted.

The main concerns from residents consisted of:

- Future annexation of their property
- Maintenance of rural character of area
- Intensity of development on State Land parcel

The Planning and Zoning Commission recommended unanimous approval of the General Plan Amendment.

Mayor Hiremath opened the public hearing.

Oro Valley resident Charles Jones spoke in opposition to item #3.

Mayor Hiremath closed the public hearing.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Garner to adopt Resolution No. (R)11-79 amending the Oro Valley General Plan to expand the Municipal Planning Area boundary west to Thornydale Road and south to Orange Grove Road, encompassing approximately eleven square miles and to assign this area as an "Undesignated Area".

MOTION carried, 7-0.

4. **PUBLIC HEARING: RESOLUTION NO. (R)11-80, AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL/OFFICE TO MEDIUM DENSITY RESIDENTIAL FOR A 13 ACRE PARCEL LOCATED ONE QUARTER MILE SOUTH OF TANGERINE ROAD ON THE WEST SIDE OF LA CHOLLA BOULEVARD**

Mr. Williams gave an overview of the item and stated that the applicant requested a Major General Plan Amendment for 13 acres from Neighborhood Commercial/Office (NC/O) to Medium Density Residential (2.1 - 5.0 du/ac). The request would provide for a 50 lot subdivision. Mr. Williams stated that the applicant had already filed a request to rezone the property from R1-144 to R1-7.

The property was located on the left side of La Cholla Boulevard 1/4 mile south of Tangerine Road and approximately 660 feet north of Glover Road.

Mr. Williams explained that the project site currently contained the following General Plan land use designations:

- Western 1/3 Medium Density Residential (2.1 to 5.0 du/ac)
- Eastern 2/3 Neighborhood Commercial/Office (NCO)
- Significant Resource Area covering two washes

Mr. Williams outlined the General Plan Amendment evaluation criteria and noted the following public comments that were received.

- Generally supported the change to residential
- Concerned with density transition and impact on property values

The Planning and Zoning Commission recommended unanimous approval of the requested General Plan Amendment.

Vice Mayor Snider asked if any input was received from Wilson K-8 School as to how the additional population would impact their facilities.

Mr. Williams said that Wilson had been contacted and the Town was informed that Wilson had adequate capacity to handle the additional capacity of students that may be generated from the project.

Councilmember Waters was concerned about the future widening of La Cholla Boulevard and asked if there was a timetable set for the project.

Mr. Keesler said that the Regional Transportation Authority (RTA) had the La Cholla Boulevard widening project broken up into three separate phases. This section of La Cholla Boulevard was not slated for improvements until 2022 - 2026.

Mr. Keesler stated that if the project was to move forward, a traffic impact analysis would be required.

Applicant representative Ron Asta, of CPE Consultants, said that they had received reports from the school district that stated that Wilson was currently 400 students below its capacity and the same was true for Inronwood Ridge High

school. Mr. Asta believed that the project would generate approximately 45 additional students.

Mr. Asta said that the project would generate approximately 500 cars per day. Most students would have a bicycle path or pedestrian way into the parking lot of Wilson. The Amphitheater School Board agreed to allow them to connect the development's sewer into the school's property.

Mr. Asta outlined the subject property and gave an overview of the improvements that would be made.

Mayor Hiremath opened the public hearing.

The following individuals spoke in opposition to item #4:

- Oro Valley resident Ken Dutton
- Oro Valley resident and President of Ironwood Canyon HOA Mark Adolph

The following individual spoke in support of item #4:

- Oro Valley resident Mike Carlier

The following individual was undecided:

- Oro Valley resident Nancy Martin

Mayor Hiremath closed the public hearing.

Discussion ensued amongst the Council regarding the appropriate land use designation for the 13-acre parcel.

MOTION: A motion was made by Councilmember Gillaspie and seconded by Councilmember Hornat to adopt Resolution No. (R)11-80 amending the General Plan to change the land use designation from Neighborhood Commercial/Office to Medium Density Residential for a 13 acre parcel located one quarter mile south of Tangerine Road on the west side of La Cholla Boulevard.

MOTION carried, 5-2 with Vice Mayor Snider and Councilmember Waters opposed.

FUTURE AGENDA ITEMS

There were no requests for future agenda items.

CALL TO AUDIENCE

Oro Valley resident Donald Bristow urged Council to gather facts pertaining to the effectiveness of A-frames and outdoor displays before making any policy decisions regarding the same.

ADJOURNMENT

MOTION: A motion was made by Councilmember Waters and seconded by Vice Mayor Snider to adjourn the meeting at 11:22 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 7th day of December 2011. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2012.

Julie K. Bower, MMC
Town Clerk

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
JANUARY 4, 2012
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION

CALL TO ORDER

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

ROLL CALL

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

Councilmember Garner attended the meeting via telephone.

EXECUTIVE SESSION

Pursuant to ARS 38-431.03(A)(1) to discuss personnel matters - Annual evaluation of Town Attorney and 6-month evaluation of Interim Town Manager

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Snider to go into Executive Session to discuss personnel matters regarding the annual evaluation of the Town Attorney and the 6-month evaluation of the Interim Town Manager.

MOTION carried, 7-0.

Mayor Hiremath stated that the following Town staff members would join Council in Executive Session: Town Clerk Julie Bower, Interim Town Manager Greg Caton, and Town Attorney Tobin Rosen.

RESUME REGULAR SESSION

CALL TO ORDER

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

ROLL CALL

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

Councilmember Garner attended the meeting via telephone.

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Communications Administrator Misti Nowak reviewed the upcoming Town meetings and events.

COUNCIL REPORTS

Councilmember Waters commended the Information Technology Department staff on the speed in which they installed the new audio system in the Council Chambers. The new microphones were tested before the Council meeting and Councilmember Waters stated that it was a valuable upgrade.

Vice Mayor Snider referenced a letter in the Informational Items section of the Council packet from Onita Davis who thanked several members of the Police Department for their assistance with the Oro Valley leg of the Wounded Warrior Project fundraiser. Councilmember Hornat added that the community had really supported the event and that the American Legion had raised over \$10K.

Vice Mayor Snider acknowledged that the upcoming weekend was the first anniversary of the tragic shooting of Congresswoman Giffords and constituents in the community. She stated that there were numerous community events that would be held in conjunction with BEYOND Tucson, and that James D. Krieh Park would have an event from 12-3 PM on January 7th with activities for the family.

DEPARTMENT REPORTS

Paul Keesler, Interim Director of Development and Infrastructure Services, announced that the Town had partnered with the Arizona Department of Corrections to participate in the Community Betterment Program. He stated that helpers were paired with the town's street crew to clear out brush, most recently at Steam Pump Ranch.

Water Utility Department Director Philip Saletta updated the Council on the construction project for the interim delivery of Oro Valley's Central Arizona Project (CAP) water, which started in mid-December. He stated that the final approval was expected the week of January 16th, with delivery expected the week of January 23rd.

ORDER OF BUSINESS

The Mayor kept the order of the agenda as numbered.

INFORMATIONAL ITEMS

1. Police Department Appreciation Letter(s)
2. DIS Customer Feedback

CALL TO AUDIENCE

Helen Dankwerth, Oro Valley resident, thanked the Mayor for his comments that he made in the Explorer newspaper regarding the Oro Valley Public Library. She stated that the Library did not belong to the County, but rather to Oro Valley and its citizens and asked that all discussions be made transparent regarding the IGA (intergovernmental agreement).

Jerome Hallberg, Oro Valley resident, referenced the upcoming renovations at James D. Krieger Park and stated that it was not necessary to spend money for a competition pool. He asked that the Council look at a private/public partnership in the community before they started the project.

Councilmember Hornat asked that Town staff get Mr. Hallberg's contact information so that a Councilmember could explain to him where the economic development funding was coming from for the project, and how Bed Tax dollars could be spent.

PRESENTATIONS

There were no presentations on the agenda.

CONSENT AGENDA

Consent Agenda item (C) was pulled for discussion at the request of Vice Mayor Snider.

- A. Minutes - October 19, 2011
- B. Police Department Statistics - October 2011
- D. Resolution No. (R)12-01, approving the Annual Legislative Agenda of the Town and Protocols guiding the Town's priorities for the upcoming legislative session and any lobbying activities
- E. Resolution No. (R)12-02, authorizing and approving the transfer of Honey Bee Park from Pima County to the Town of Oro Valley

MOTION: A motion was made by Vice Mayor Snider and seconded by Councilmember Solomon to approve Consent Agenda items (A), (B), (D), and (E).

MOTION carried, 7-0.

C. Appointments to various Boards and Commissions (PULLED FOR DISCUSSION BY VICE MAYOR SNIDER)

Vice Mayor Snider thanked the Oro Valley citizens that served on Boards and Commissions and recognized those in attendance that evening.

MOTION: A motion was made by Vice Mayor Snider and seconded by Councilmember Waters to approve Consent Agenda item (C).

MOTION carried, 7-0.

REGULAR AGENDA

1. ELECTION OF VICE MAYOR

Vice Mayor Snider thanked the Council for letting her serve a term as Vice Mayor and then made a suggestion for the 2012 term.

MOTION: A motion was made by Vice Mayor Snider and seconded by Councilmember Hornat to elect Councilmember Waters as the Vice Mayor.

MOTION carried, 7-0.

2. RESOLUTION NO. (R)12-03, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA GAME AND FISH COMMISSION FOR AN ARCHERY RANGE AT THE ORO VALLEY NARANJA TOWN SITE PARK

Assistant Recreation Manager Robert Carmona reviewed his Powerpoint presentation which included the history of the Naranja Park, its current facilities, the proposal, as well as the fiscal impact for the town. Mr. Carmona explained to the Council who comprised the Archery Working Group and that they had hosted two open houses and had received 65 comments from citizens, the majority in favor of the archery range. He reviewed the national safety statistics for archery ranges compared to other sports, the course design, and reported that neither the town's Safety and Risk Manager nor the Arizona Municipal Risk and Retention Pool representative had any concerns with the site.

Gerry Perry, representing the Archery Working Group, spoke on the demand for archery in the community including youth participation and exercise enthusiasts. He explained that the Conceptual Plan included two 10-acre archery ranges and two 14-target walking courses that used existing trails. He added that the town would operate and manage the course during daylight hours, based on a phased-in plan.

Mr. Carmona explained how the course would be funded which included an Intergovernmental Agreement with Arizona Game and Fish, participation by the Archery Trade Association, the Pusch Ridge Archers, as well as grant opportunities. He pointed out that the course would stimulate economic development in the town by including handicaps, seniors, and youth and could bring a larger signature event to the area for avid archers. Lastly, he reviewed the fee structure, maintenance costs and fiscal impact that the course would bring to the town.

Mr. Carmona opened the discussion up to questions and responded to the following:

- The \$50,000 match in grant monies could be resources, land, or labor and did not have to be cash
- The Proposed Fee Structure was \$5 daily and \$50 annually
- May be a citizen rate vs. a non-citizen rate
- The fiscal impact in the slides did not include tournaments
- There was nothing in writing regarding a liability fee increase
- There was no discussion to date regarding archery events that would be in the town
- Any discounted rates to groups or clubs would need to offset staff costs

Mayor Hiremath opened the floor for public comment and the following individuals spoke on this item:

- Dave Corrigan, Tucson resident, spoke in favor of the range and added that he had not experienced any unsafe incidents during his many years of archery including children's events.
- Jim Littlejohn, Oro Valley resident, spoke in support of archery and stated that he had fond memories of being a kid and shooting a bow and arrow and that the range would be great for families and the community.
- Ed Snyder, Saddlebrooke resident and President of its' Archery Club, thanked the Council for the proposed range and reported that the sport of archery was safe, quiet and family friendly and that his club was interested in sustaining the range and volunteering on a greater scale.
- Dennis Wylder, Tucson resident, noted that he belonged to the Desert Archers which was over 20 miles away and that he strongly supported having a closer range. He stated that young people received joy from archery as well as exercise and suggested that an archery shop could follow a range into the town.
- Stan Strebis, Saddlebrooke resident, stressed that he believed that Oro Valley would benefit economically from a range, that archery was safe and repeated that his Archery Club would volunteer their time on the range.
- Eric Weiss, Tucson resident, supported the range and stated that as a long-time archer he knew that archery events were well-attended by the participants' friends and family. He stated that there was a gap on the north side of Pima County for a nearby and well-maintained archery range.
- Roger Johnson, Tucson resident and member of the Desert Archers, commented that there was nothing better than a field range over a fixed range.
- Matt Cannon, Oro Valley resident, explained that he was a parent of four young children and that archery was an excellent sport for kids that did not do well in team sports, was good exercise and got them off of the couch.
- Bill Adler, Oro Valley resident, was concerned that the range was supposed to be a temporary use and urged the Council to have the topography be proved useful for a range.

Vice Mayor Waters asked if there would be supervision on the range and who would enforce the rules if they were broken by the archers.

Mr. Carmona responded that the majority of ranges were self-regulated courses because groups relied on their permits that needed to be renewed each year.

Mr. Perry added that no course provided supervision because peer pressure from the groups and archers on the range was sufficient. For example, if an arrow was ruined, there would be repercussions and it was not cheap to reimburse someone.

Lt. Teachout stated that the Police Department was down the street and that volunteers could patrol the park and respond to calls, similar to routine noise or dog off-leash complaints. He added that there was discretion among the officers for sanctions regarding property damage, willful vandalism, etc.

Councilmember Solomon commented that the proposal was an innovative example of a public/private partnership and that the master plan for the park site would remain untouched by this range.

Councilmember Gillaspie pointed out that when the range was approved, the master plan was supposed to remain untouched. He stated that the need for recreation in the community was paramount and thanked the archery community for being patient with the Council. He thanked the Town staff who worked on the issue and thanked the Council for working on the item.

MOTION: A motion was made by Councilmember Gillaspie and seconded by Councilmember Snider to adopt Resolution (R)12-03, authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Arizona Game and Fish Commission for an archery range at the Oro Valley Naranja Town Site Park with the following conditions:

- Development of this facility will be contingent on funding through private sources, grants, other government agencies and the Arizona Game and Fish Department.
- The facility is to be constructed as funds become available and, if necessary, in phases with the fixed course being constructed first, followed by the east walk-around course and, lastly, the west walk-around.
- Targets shall be placed away from saguaros and pathways and should avoid vegetation. Targets should be marked.

MOTION carried, 7-0.

Mayor Hiremath recessed the meeting at 7:24 p.m. and resumed the meeting at 7:33 p.m.

3. PUBLIC HEARING - ORDINANCE NO. (O)12-01 AMENDING SECTION 3-2-2 OF THE TOWN CODE CHANGING REQUIREMENT FROM SYNOPSIS MINUTES TO ACTION MINUTES AND RESOLUTION NO. (R)12-04 AMENDING SECTION 4.8 OF THE TOWN COUNCIL PARLIAMENTARY RULES AND PROCEDURES REGARDING A CHANGE TO ACTION MINUTES

Town Clerk Julie Bower explained the request to change to synopsis minutes and the huge reduction in staff time that the departments would benefit from. She accounted for the audio and video recordings that were archived and made immediately available to the public, and clarified that summary minutes would be made available for meetings when there were no recordings.

Mayor Hiremath opened the public hearing.

- Alan Dankwerth, Oro Valley resident, spoke against the amendment and stated that complete transparency was important and that synopsis minutes should be kept.
- John Musolf, Oro Valley resident, spoke against the amendment and stated that going to action minutes reduced transparency. He also stated that he could not find examples of the proposed action minutes.
- Donald Bristow, Oro Valley resident, was undecided regarding the action minutes but remarked that the City of Tucson's action minutes were limited and he had concerns for the hearing impaired.
- Bill Adler, Oro Valley resident, was concerned about Board and Commission meetings because those volunteers were not as accessible to the public as the elected officials.

Mayor Hiremath recessed the meeting at 7:46 p.m. and resumed the meeting at 7:48 p.m.

Vice Mayor Waters noted that the Town Clerk had addressed the issue of what would happen if the audio or video system failed during a meeting.

Councilmember Gillaspie remarked that it was not until the audio and video recordings were available that the Town moved from verbatim to synopsis minutes. He asked for an explanation of synopsis minutes vs. action minutes and suggested that it would be helpful to have an example.

Town Attorney Tobin Rosen responded that there was no legal requirement to have full minutes of a meeting, just a record of the actions taken. He also reviewed Arizona's Open Meeting Law statute which stated that as long as the

public could attend the meetings when they were going on, the law was being followed.

Councilmember Hornat requested examples of synopsis and action minutes so that he could see the difference between the two.

Councilmember Garner asked what the current state-required retention period was for minutes, and what the retention period was for audio and video media. He mentioned that there was nothing broken to make a move to action minutes.

Councilmember Snider expressed that there was not an issue regarding the action minutes but that there should be an example available for people to see. She added that it had nothing to do with the Council being less transparent; it was another way to be more efficient. She asked that an example of action minutes and synopsis minutes be brought back to Council for review.

Councilmember Solomon concurred that there was not a transparency issue because the full meetings were online and available for the entire public to view. He reiterated that the Council was always looking for efficiencies and that Town staff had been reduced as well as expenditures by the town. He stated that action minutes were more user-friendly and that staff time would be saved.

Mayor Hiremath inquired as to how other municipalities utilized their staff time regarding minutes completion.

Ms. Bower replied that the City of Phoenix had 62 employees in their Clerk's Office and 3 of them were devoted strictly to Council minutes; City of Tucson Clerk's Office had 21 employees and 2-4 completed Council minutes; City of Scottsdale had 7 on staff and 1-2 completed Council minutes; City of Chandler had 5 on staff and 2 completed Council minutes full-time as well as one contracted employee.

Interim Town Manager Greg Caton reported that in addition to the Clerk's Office, there were several other departments that had staff who completed minutes and that some positions had not been filled yet.

Councilmember Gillaspie said that synopsis minutes did not reflect what he said in nuance or inferred meaning.

Mayor Hiremath stressed that the transparency issues brought up were about trust and that trust was not a unilateral street. He stated that he did not understand the perceived lack of transparency within the Town, which was a diversion from the problem at the state and national level.

Councilmember Snider added that she shared the Mayor's frustration.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Solomon to take no action, and directed staff to bring an example back to the January 18, 2012 Council meeting of the proposed Action Minutes.

MOTION carried, 7-0.

4. DISCUSSION AND POSSIBLE ACTION REGARDING CONCEPTUAL PUBLIC ARTWORK FOR GARDEN GATE, A LANDSCAPE DESIGN CENTER LOCATED AT 8620 N. ORACLE ROAD

Planning Division Manager David Williams reviewed the artwork request for Garden Gate. He stated that the conceptual design had been approved by the Conceptual Design Review Board, showed Council the conceptual drawing of the sculpture, the landscape design, referenced the location map and the public artwork location within the center.

Vice Mayor Waters questioned why the artwork was going to Council if it had already been approved by the Conceptual Design Review Board.

Mr. Williams stated that all conceptual art still went to Council for approval.

Development and Infrastructure Services Director Paul Keesler determined that the Garden Gate was a project that had experienced some impediments over the years and was caught between the old process of the Development Review Board and the new process of reviewing all packages at once.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve the Conceptual Public Artwork for Garden Gate at 8620 N. Oracle Road, subject to the condition in Attachment 1.

**Attachment 1
Conditions of Approval
Town Council
January 4, 2012**

Garden Gate
Public Artwork
OV511-05

1. The landscape plan must be revised to include the public artwork location and to ensure that there is adequate area for optimal viewing of the public artwork by visitors and occupants of the building.

MOTION carried, 7-0.

FUTURE AGENDA ITEMS

Councilmember Gillaspie requested that the Council make a verbal request to the Mayor when they would like to speak during the Council meeting instead of raising their hand or making eye contact or gestures.

CALL TO AUDIENCE

There were no speaker requests.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Hornat to adjourn the meeting at 8:15 p.m.

MOTION carried, 7-0.

Prepared by:

Tracey L. Gransie
Assistant to the 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 4th day of January 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2012.

Julie K. Bower, MMC
Town Clerk

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
February 1, 2012
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

REGULAR SESSION

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
Bill Garner, Councilmember
Joe Hornat, Councilmember
Mary Snider, Councilmember
Steve Solomon, Councilmember

ABSENT:

Barry Gillaspie, Councilmember

EXECUTIVE SESSION

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to go into Executive Session at 5:01 p.m. pursuant to ARS 38-431.03(A)(1) to discuss personnel matters regarding the annual evaluation of the Chief of Police

MOTION carried, 7-0.

Mayor Hiremath stated that the following staff members would join Council in Executive Session: Police Chief Danny Sharp, Town Attorney Tobin Rosen and Town Clerk Julie Bower.

RESUME REGULAR SESSION

CALL TO ORDER

Mayor Hiremath reconvened the meeting at 6:00 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Onita Davis, President of the Oro Valley American Legion Auxiliary Unit 132, led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Communications Administrator Misti Nowak announced the upcoming Town meetings.

COUNCIL REPORTS

Vice Mayor Waters reported that the Town of Oro Valley would be hosting a presentation by Imagine Greater Tucson on February 8th from 6:00 to 6:30 p.m. at Town Hall regarding regional development issues. A second meeting was scheduled for February 22 from 6:00 - 8:00 p.m. at Town Hall at which Imagine Greater Tucson would be working on creating one final planning map. More information could be found at imaginegreatertucson.org.

Councilmember Snider reported that Officer Zach Pierce was awarded the Outstanding Swat Officer award. The full article could be found in this month's Vista newsletter.

Councilmember Hornat attended a conference in Phoenix entitled Legislature 101 - How to Deal with Legislative Representatives. He also attended a workshop sponsored by the University of Arizona Water Resource Research Center regarding the status of the regional water supply. He said that Southern Arizona was in good shape for water because water needs were well planned. The water table had risen approximately two feet in 2008 and the Town's supply of CAP water should continue to help the water table rise in the future.

Councilmember Hornat attended the Buffelgrass pull on Saturday and he also attended the Metropolitan Pima Alliance (MPA) breakfast which featured three guest speakers who talked about multi-family housing and how it was needed in the community.

Councilmember Snider took advantage of the free water audit that was offered by the Oro Valley Water Department. She said that the experience was enlightening and found out that she was over-watering her landscaping. Since the audit, her water bill had dropped \$35/month and she encouraged residents to take advantage of the service.

DEPARTMENT REPORTS

Parks, Recreation, Library & Cultural Resources Director Ainsley Legner reported that this Saturday from 10:00 a.m. to 3:00 p.m. at Oro Valley Steam Pump Ranch, the town would be celebrating Arizona's Centennial and encouraged everyone to join the festivities.

Interim Town Manager Greg Caton announced that a meeting was scheduled for February 21st at 6:00 p.m. in the Council chambers to discuss the possibility of the Oro Valley library becoming a Branch status versus an Affiliate status.

Water Utility Director Philip Saletta reported that Central Arizona Project (CAP) water was being delivered to the town as of January 24th.

ORDER OF BUSINESS

Mayor Hiremath reviewed the order of business and stated that the order would stand as posted.

INFORMATIONAL ITEMS

1. Police Department Appreciation Letter

CALL TO AUDIENCE

Oro Valley resident John Musolf

PRESENTATIONS

1. Proclamation - Oro Valley American Legion Auxiliary Unit 132 Salute to Anna Ella Carroll Day on February 12, 2012

Mayor Hiremath proclaimed February 12, 2012 as Oro Valley American Legion Auxiliary Unit 132 Salute to Anna Ella Carroll Day.

2. Proclamation in Recognition of Arizona's Centennial

Mayor Hiremath encouraged all citizens to celebrate Arizona's Centennial by supporting arts and culture in the Town of Oro Valley and in the State of Arizona.

CONSENT AGENDA

Councilmember Hornat requested that item (D) be removed from the Consent Agenda so that it could be discussed and voted on separately.

Vice Mayor Waters requested that item (B) be removed from the Consent Agenda so that it could be discussed and voted on separately.

- A. Police Department Statistics - November 2011
- C. Cancellation of the March 21, 2012 Regular Session Town Council Meeting

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to approve Consent Agenda items (A) and (C).

MOTION carried, 7-0.

B. Reappointment of Stephen Dean as the Town's citizen representative on the Pima Association of Governments (PAG) Environmental Planning Advisory Committee (EPAC)

Vice Mayor Waters asked for clarification regarding the purpose of the Environmental Planning Advisory Committee.

Mayor Hiremath stated that the Environmental Planning Advisory Committee heard and discussed the environmental components to regional issues and would then make recommendations to the PAG Working Group.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Hornat to approve the reappointment of Stephen Dean to the Pima Association of Governments Environmental Planning Advisory Committee for a term ending June 30, 2015.

MOTION carried, 7-0.

D. Resolution No. (R)12-06 Authorizing and executing a License Agreement between the Town of Oro Valley and the Oro Valley Historical Society to allow for the planting, cultivating and maintenance of historical gardens and to permit guided site tours on the site known as Steam Pump Ranch

Councilmember Hornat noted that the Historical Society had done many great things for the community. He requested that a brief summary of the work performed be submitted for review.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Gillaspie to approve item (D) with the condition that a brief summary of activities shall be submitted.

MOTION carried, 7-0.

REGULAR AGENDA

1. RESOLUTION NO. (R)12-07, AUTHORIZING AND APPROVING AMENDMENT NUMBER 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR PROVISION OF CIRCULATOR BUS SERVICE

Assistant Development and Infrastructure Services Director Kevin Burke gave an overview of the proposed amendment for circulator bus service and outlined the new Sun Shuttle Dial-A-Ride service and transit fares.

The following individual was undecided on item #1.

Oro Valley resident John Musolf

The following individual spoke in opposition to item #1.

Oro Valley resident Bill Adler

The following individual spoke in support of item #1.

Oro Valley resident Terry Thompson

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Solomon to adopt Resolution No. (R)12-07.

MOTION carried, 7-0.

2. RESOLUTION NO. (R)12-08, AUTHORIZING AND APPROVING THE TOWN OF ORO VALLEY DEVELOPMENT AND INFRASTRUCTURE SERVICES DEPARTMENT TRANSIT SERVICES DIVISION SUN SHUTTLE DIAL-A-RIDE FARE INCREASE

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Garner to adopt Resolution No. (R)12-08.

MOTION carried, 7-0.

3. FISCAL YEAR 2011/12 FINANCIAL UPDATE THROUGH DECEMBER 2011

Finance Director Stacey Lemos outlined the Town's financial position through December 2011 and gave an overview of the following funds:

- General Fund
- Highway Fund
- Bed Tax Fund
- Roadway Impact Fee Fund
- Water Utility Fund
- Stormwater Utility Fund

4. DISCUSSION AND POSSIBLE ACTION REGARDING THE PLACEMENT OF A-FRAME SIGNS FOR NON-PROFIT ORGANIZATIONS AT LOCAL BUSINESSES

Interim Development and Infrastructure Services Director Paul Keesler gave an overview of the placement of A-frame signs for non-profit organizations at local businesses. Mr. Keesler outlined the permitting process and recommended that, if adopted, the non-profit signs would fall under the same rules and criteria as the regular business signs.

The following individual spoke in support of item #4.

Dave Perry, Oro Valley resident and President of the Northern Pima Chamber of Commerce

MOTION: A motion was made by Councilmember Solomon and seconded by Councilmember Garner to allow non-profit organizations to purchase a permit for A-frame signs that travels with the sign and the display of the sign would be governed by the same standards currently in place for temporary A-frame signs within twenty (20) feet of businesses.

MOTION carried, 7-0.

5. DISCUSSION AND POSSIBLE ACTION REGARDING THE PLANNING AND ZONING WORK PLAN AND THE GENERAL PLAN ENERGY ELEMENT

Planning Manager David Williams said that staff did not have a presentation but would entertain any questions that Council had.

The following individuals spoke in support of item #5.

Oro Valley resident Betty Stamper

Oro Valley resident Bill Leedy

Oro Valley resident Bill Adler

MOTION: A motion was made by Councilmember Gillaspie and seconded by Councilmember Garner to sustain the Planning and Zoning Work Plan as is.

MOTION carried, 6-1 with Councilmember Hornat opposed.

FUTURE AGENDA ITEMS

Councilmember Snider requested a future agenda item regarding the possible formation of a Transit Advisory Commission, seconded by Councilmember Gillaspie.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Vice Mayor Waters to adjourn the meeting at 7:56 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 1st day of February 2012. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2012.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 05/02/2012

Requested by: Amanda Jacobs

Submitted By:

Amanda Jacobs, Town
Manager's Office

Department: Town Manager's Office

Information

SUBJECT:

Metropolitan Tucson Convention and Visitors Bureau Quarterly Report: January 1, 2012 - March 31, 2012

RECOMMENDATION:

This report is for information only.

EXECUTIVE SUMMARY:

The 2011/12 Financial Participation Agreement (FPA) between the Town of Oro Valley and the Metropolitan Tucson Convention and Visitors Bureau (MTCVB) stipulates that a quarterly report be compiled by MTCVB and submitted to the Economic Development Division and Town Council. The enclosed report satisfies the FPA requirement for the third quarter of FY 11/12.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2011/12 FPA between the Town of Oro Valley and MTCVB is \$74,970.

SUGGESTED MOTION:

N/A

Attachments

MTCVB FPA

MTCVB 3rd Quarter Report

RESOLUTION NO. (R)11-41

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

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

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

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

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

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

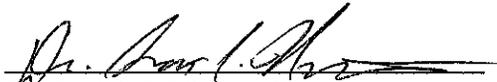
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 15th day of June, 2011.

TOWN OF ORO VALLEY

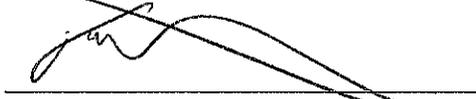

Dr. Satish I. Hiremath, Mayor

ATTEST:


Julie K. Bower, Town Clerk

Date: 6/21/11

APPROVED AS TO FORM:


Tobin Rosen, Town Attorney

Date: 5/15/11

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of June, 2011, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency".

WITNESSETH

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

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

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

Section 1. Definitions

- A. Tour Operator – a person who arranges and/or organizes groups of people to travel together to a destination and who also organizes tour packages and advertises them for people to buy.
- B. Travel Agent Impressions – the number of travel agents who would likely read a tour brochure which a tour operator produced to promote tours that he or she organized.

Section 2. Statement of Purpose

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

Section 3. Services to be Performed by Agency

Agency performance measures for Fiscal Year 2011/12 are as follows:

Convention Sales

1. Generate 350 convention sales leads for Oro Valley properties.
2. Conduct 44 customer interaction/site inspections for Oro Valley properties.
3. Confirm 40 convention bookings for future dates.
4. Confirm convention bookings for future dates resulting in 15,000 room nights.

Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

Convention Services

1. Service a minimum of 30 Oro Valley meetings and conventions.

Travel Industry Sales

1. Generate 40 domestic and international tour program leads and services for Oro Valley properties/venues.
2. Promote Oro Valley as one of the world's top leisure destinations to 500 targeted tour operator clients.
3. Generate a minimum of 1 million tour operators and travel agent impressions via destination product offering in domestic and international tour operator catalogues.

Communications

1. Generate 31 travel articles about Oro Valley.
2. Reach a minimum of 2.5 million readers/viewers through editorial placement.
3. Generate publicity with an equivalent advertising value of at least \$20,000.00.

Marketing

1. Generate no less than a total of 100,000 inquiries from high demographic customers in primary markets i.e. (Chicago, Los Angeles, New York) secondary markets (including Denver, San Diego, San Francisco) and Canada.
2. Generate a minimum of 2.5 million unique visitors to the MTCVB website (www.visitTucson.org).
3. Generate 10,000 unique visitors to the Town of Oro Valley's and Oro Valley properties website (www.orovalleyaz.gov) from the MTCVB website (www.visitTucson.org).

Section 4. Services to be Provided by the Town

All funding is subject to the Town's budget appropriations. For this Agreement, up to Seventy Four Thousand Nine Hundred Seventy Dollars (\$74,970) shall be allocated to Agency, which equals ½ of 1% of Bed Tax.

Section 5. Responsibility for Open Records

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 6. Evaluation Criteria and Reporting

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

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

Section 7. Accountability

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

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

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

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

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

Section 8. Matching Grants

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

Section 9. Nondiscrimination

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

Section 10. Sub-recipient Funding Agreements

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

Section 11. Term of Agreement

This Agreement shall be effective from July 1, 2011 through June 30, 2012. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

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

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

Section 12. Payment Withholding, Reduction, or Termination

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

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

Town of Oro Valley

FINANCIAL PARTICIPATION AGREEMENT

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2012.

Section 13. Termination of Agreement

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

Section 14. Method of Payment

- A. The Town's Bed Tax rate is 6 percent (6%). The parties have agreed that Agency will receive $\frac{1}{2}$ of 1% of the Bed Tax from the Town an amount not to exceed \$74,970. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2011. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

Section 15. Indemnification

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

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

Section 16. Insurance

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.
- C. Agency will provide and maintain minimum insurance limits as follows:

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

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

Section 17. Use of the Town Logo

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

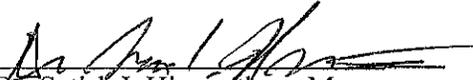
Section 18. Conflict of Interest

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

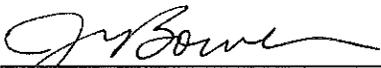
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Town of Oro Valley
FINANCIAL PARTICIPATION AGREEMENT

TOWN OF ORO VALLEY, a municipal corporation


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

ATTEST:


Julie K. Bower, as Town Clerk
and not personally

Date: 6/21/11

APPROVED AS TO FORM:


Tobin Rosen, as Town Attorney
and not personally

Date: 6/15/11

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

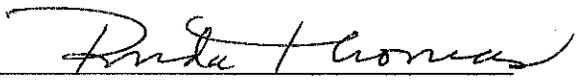

Jonathan Walker
Agency Representative
and not personally

Title President & CEO

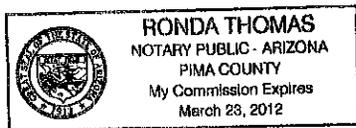
State of Arizona)
) ss.
County of)

On this 6 day of July, 2011, Jonathan Walker known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on July 6, 2011.


Ronda Thomas
Notary

My Commission Expires: March 23, 2012



April 16, 2012

To: Amanda Jacobs, Economic Development Manager

From:  Brent DeRaad, President & CEO

RE: 3rd Quarter Performance Recap

Events

The third quarter of this fiscal year saw our community host and receive economic benefit from several events. Overall occupancy and ADR is up throughout the region.

- The major event, the Tucson Gem, Mineral & Fossil Show was well attended and from the show owners, it was very successful.
- The La Fiesta de los Vaqueros (Tucson Rodeo) & Parade drew an estimated 55,000 people and 200,000 to the parade. The Rodeo estimates an economic impact of \$16 million.
- The 4th Tucson Festival of Books drew 450 authors, 240 exhibitors and an estimated 200,000 people to the UofA campus for the 3-day event, now the 4th largest festival of its kind in America. Economic impact has yet to be determined by the Festival Committee.
- The World Golf Championships-Accenture Match Play Championships brought the world's 64 best golfers to the Ritz-Carlton Golf Club, Dove Mountain. TV coverage of this event featured Tucson both nationally and internationally.
- Arizona's Centennial was celebrated February 10-12 with an extended version of the monthly 2nd Saturdays Downtown.
- The 4th Avenue Street fair drew record crowds to the university area March 24-25.

Sports Development

- 2,000 athletes competed in the 8th Annual Arizona Distance Classic which was held March 25th in Oro Valley.
- The Ft. Lowell Soccer Shootout brought in about \$3 million to the economy and used 2,000 hotel rooms.
- Club Cactus Juniors Volleyball Invitational, held at the Tucson Convention Center, brought 2,700 athletes and family members to downtown Tucson with an economic impact of \$845,000.
- The FC Tucson Desert Diamond Cup was held February 22 – March 3, 2012 at Kino Veterans Memorial Stadium. Sellout crowds watched four of the best teams in Major League Soccer – The New England Revolution-Real Salt Lake – The New York Red Bulls – LA Galaxy, play.
- The Tucson Trap & Skeet Club, home of the USA Shooting Southwest Regional Certified Training Center, hosted the 2012 International Shooting Sport Federation World Cup competition, an Olympic qualification competition, March 23 – April 1. 400 athletes from over 30 countries attended this last major competition before the 2012 Olympics in London.

Conventions

- The Plasma Spectro Chemistry Convention was held at the Hilton El Conquistador Resort, January 8-13. 650 scientists and guests visited Oro Valley and brought in an estimated economic impact of almost \$600,000.

Marketing

- The Gem Show mobile app generated 52,000 page views and nearly 7,000 visits during the two week Showcase. Average time on the app is over nine minutes per session and average number of pages viewed is seven.
- Increasing regional brand awareness for Tucson as The Real Southwest and building on the momentum that Tucson is Wildcat Country, the Marketing Department sponsored a three-point card that engaged enthusiastic UofA fans during basketball games at McKale Center.
- Branded 110 interior subway trains in Chicago with 28,277,040 impressions and two light rail exterior train wraps plus 20 trains with three interior signs in Denver for 98,757,120 impressions.
- Weather.com – weather-triggered banners deliver the “We have a different outlook on Winter – Experience Real Southwest Warm Weather web banners when temperatures hit below freezing.
- Marketing was heavily involved with the logistical marketing and promotional planning of FC Tucson Desert Diamond Cup targeting the Mexico, Phoenix and Tucson markets.
- Produced award winning creative in 2011 and accepted six Addy awards from the American Advertising Federation February 18th for the Real Southwest Transit Campaign, Chicago train, Real Deals, Real Summer Campaign, Golf email blast sent to Golf Magazine/Golf Digest and Film in Arizona Web-Site/Direct Mail Campaign.

Mexico

The MTCVB opened their second Visitor Center in Cd. Obregon, the only CVB in the State to have two in Mexico. The Visitor Center in Hermosillo continues to produce results with 2,124 visitors making 866 reservations for 1,504 room nights.

Film

- Tucson Cine Mexico Film Festival was held February 20-March 4th celebrating contemporary Mexican cinema.
- The movie GOATS, with which the MTCVB Film Office staff assisted, was released at the Sundance Festival and may be coming to a theater near you.
- Staff continues to work to get HB2127, the Multimedia Incentive bill passed in the legislature.

Air Service

- Tucson International Airport (TIA) announced new seasonal non-stop service to the Baltimore-Washington area on Southwest Airlines from February 12 through April 9, 2012.

METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU
Oro Valley

QUARTERLY PERFORMANCE REPORT – Third Quarter

January – March, 2012

KEY MEASURES OF PERFORMANCE	ADOPTED FY 2012	CURRENT Quarter	YEAR TO DATE	COMMENTS
Convention Sales				
Sales Leads	350	83	260	All leads, sites & bookings, etc. are
Site Inspections	44	17	34	Distributed or sent to the Hilton
Future Bookings	40	4	11	El Conquistador Resort
Room Nights of future bookings	15,000	2,397	4,362	
Convention Services				
Meetings/Conventions serviced	30	10	31	
Travel Industry Sales				
Leads/Services	40	3	27	
Promote to targeted tour operator clients	500	336	1,274	
Impressions via tour operator catalogs	1,000,000	0	423,300	
Communications				
Travel Articles	31	10	29	
Readers/viewers through editorial placement	2.5 M	512,014	593,433	
Publicity Value	\$20,000	\$4,239	\$27,490	
Marketing				
Generate Inquiries from primary markets	100,000	23,306	56,258	
Unique visitors to MTCVB website	2.5M	428,412	972,900	
Unique visitors to Oro Valley via MTCVB website	10,000	5,567	12,309	

AZCENTRAL'S BEST DAY TRIP

ARIZONA 79 TO TUCSON

The Old Pueblo has everything you need for a nice getaway — museums, hiking, good restaurants and plush resorts. You can get there in a blink via Interstate 10, but for a more scenic, relaxing drive, consider taking Arizona 79, otherwise known as Pinal Pioneer Parkway. This classic desert two-lane highway includes miles of saguaro-covered hillsides and nice views of the Santa Catalina Mountains. Stop in Florence for a look at McFarland State Historic Park, which also is the town's visitor center. Another point of interest along the way is Casa Grande Ruins National Monument, which preserves Hohokam structures that date back some 700 years. Closer to Tucson, explore Catalina State Park. The favorite hike there is Romero Canyon Trail, which goes uphill about 3 miles to the water-filled Romero Pools, a great place to rest up for the hike back down. Shorter, flatter trails are available for those who like to take it easy. The park also has guided hikes and lots of other activities. To make the drive, take U.S. 60 east to Arizona 79 at Florence Junction and go south.

— Ron Dungan



Public Relations Key Measures of Performance for Oro Valley

March 2012

367 published, broadcast, and online stories tracked

8 travel journalists hosted in Tucson

0 trade shows/media marketplace attended by PR Director

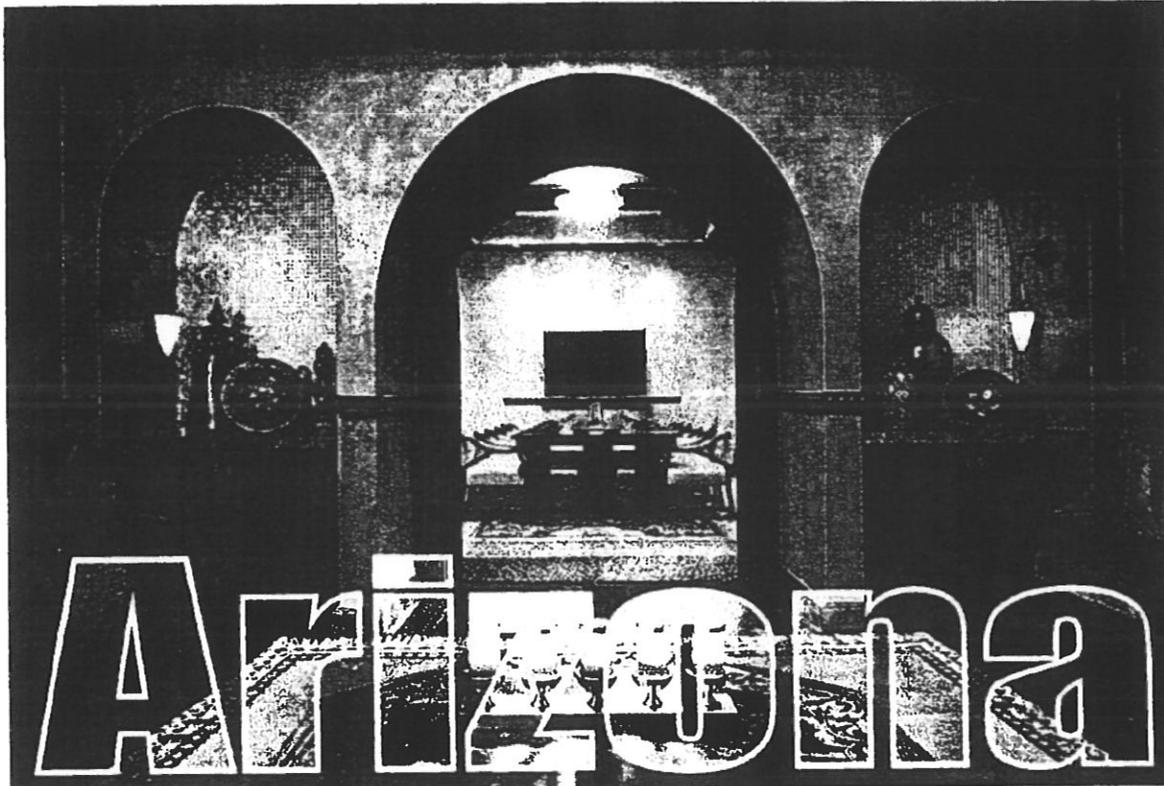
2 article(s) pertaining to Oro Valley

Outlet	Title/Program	Date	Media Group	Publicity Value	Circulation
Arizona Republic	DAY TRIP	3/25/2012	Print	\$1,469.64	472,200
Explorer Newspapers, Inc.	Best of the Northwest	3/29/2012	Internet	\$49.96	
				\$1,519.60	472,200

50 pages

http://explorernews.com/botnw/article_e04da18e-791d-11e1-9a49-0019bb2963f4.html

DESTINATION



The space at the Montecito Resort & Spa, including this grand boardroom, is inspired by the Andalusian region of Spain.

Where Service Shines Like the Sun

By Karen Brost

At the end of her sales meeting at Loews Ventana Canyon Resort in Tucson, Anne Taylor, senior vice president of sales for Shelton, CT-based semiconductor manufacturer Vishay Americas, noticed that something was missing. "There was not one negative comment," she states. "When you bring a group of 250 people, they will find something to criticize and complain about. That's human nature. But people actually went out of their way to write me letters and tell me what a great event it was. That was unprecedented."

Taylor had checked out Tucson as a potential meetings destination on the advice of a colleague. "I travel all over the world, but I had never been to Tucson. I flew there and was very favorably impressed. I also thought it would be a unique setting for people coming from Germany and Asia who had never been to the desert," she says, citing the uniqueness of the scenery.

Located in southern Arizona, Tucson is surrounded by five mountain ranges and is bordered, in part, by the Coronado

National Forest and Saguaro National Park. The area boasts 350 days of sunshine a year.

The 398-room Loews Ventana Canyon Resort offers spectacular views of the Santa Catalina Mountains along with 37,000 sf of indoor meeting space and 40,000 sf of outdoor event space, two Fazio-designed PGA golf courses, two pools, a spa and tennis center. It was recently named to *Golf Digest's* list of "The 75 Best Golf Resorts in North America."

Taylor was very pleased with the resort's accommodations and meeting space, but what really stood out was the service. "The service was phenomenal," she says. "It actually exceeded what I expected. My colleagues and attendees were all impressed. They contacted me to tell me how friendly everyone was, and not just our key contacts, but anybody that you talked to, whether they were serving a meal or you just happened to pass them in the hallway."

The Vishay attendees took advantage of the property's golf

and spa facilities, and Taylor worked with the resort's recreation staff to schedule a desert jeep ride for her guests. "About 115 people went out and had a great time. People got to play with a tarantula and hold a snake, and they were just beside themselves. I was happy for them!" she laughs.

She also had high praise for Loews' food and beverage service. "Normally, when you have that volume of people, the quality of the food isn't something that you write home about. But the filet mignon that we had on the formal dinner night was like cutting into butter. The quality of the food was unbelievable."

Taylor said that her last-minute requests were also handled with ease. "When I had a meeting set up in our executive suite, it was decided that we needed to have a screen. That was not on the order. Within 10-15 minutes max, there was a screen in my room all set up. I don't think you could have serviced it better."

Starr-Worthy Service in Tucson

Jeff Paul, director of marketing for Crystal Lake, IL-based truck parts distributor Vipar Heavy Duty, also had a successful event in Tucson. "It acts as a stockholder's meeting, a sales meeting and a conference between our distributors and suppliers," he explains. "It has become pretty well-known within the industry as one of the premier meetings to go to."

He explained his choice of a destination. "Tucson is a big little city," he says. "Climate is key because with an October meeting, it can be shaky in some other parts of the country that time of year. Most of our attendees come from the East Coast, so it had to be easy enough for them to come in from the east. The airport there (Tucson International Airport) is a modern airport, but it's small enough to get in and out very quickly."

His 600-attendee group met at the 575-room JW Marriott Tucson Starr Pass Resort & Spa, which offers 88,000 sf of meeting space, the Starr Pass Country Club and Hashani Spa, along with spectacular views of the surrounding cactus-studded landscape.

Paul stated that his company has been happy with Marriott-branded properties in the past, and the Marriott Starr Pass also turned out to be a great choice. "Going into the meeting, we felt like it fit us like a glove. It had the right amount of meeting space between the two main ballrooms for our trade show, general session and larger events like a keynote lunch. We knew we were going to have the lion's share of the property for our attendees, so we knew we weren't going to have to compete with multiple groups being in-house at one time. And then there was the quality of the property. It was built in '05, so it had the newness to it."

For their downtime, Vipar's attendees had a full menu of recreational activities to choose from. Options included a golf tournament, road bike ride, trap and skeet shooting, a desert jeep excursion and tours of the Sonoran Desert Museum and the San Xavier del Bac Mission. "I think we had seven or eight activities going on at one time. They seemed to enjoy that," he adds.

Paul lauded the resort staff's dedication to making sure that guests were made to feel welcome. "Somebody doesn't just walk down the hall and say 'hello,'" he explains. "They look at your name badge. The level of service and personal attention that all of the staff gave was overwhelming. It was a culture there. It



Photo courtesy of Anne Taylor

"When you bring a group of 250 people, they will find something to criticize. ...But people actually went out of their way to write me letters and tell me what a great event it was."

Anne Taylor, VP of Sales & Marketing, Viscay America
Photo courtesy of Viscay America

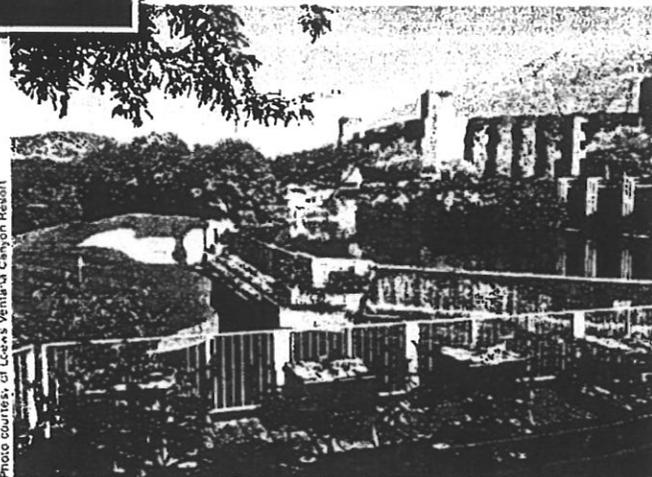


Photo courtesy of Loews Ventana Canyon Resort

Viscay America: held a sales meeting at Loews Ventana Canyon Resort (above) in Tucson. Viscay America is a Senior Vice President at Viscay America. Photo courtesy of Viscay America

wasn't just one or two people that you run into that do a great job. We've had great experiences at a lot of different properties, and these guys stood right up with the best of them. The level of service and attention to detail were fantastic."

More Tucson news: Tucson's newest hotel, the 215-room Casino Del Sol Hotel, Spa and Conference Center, made its debut in November. The \$100 million property can accommodate up to 1,500 for a theater-style event or up to 800 for a dinner. It also has a spacious lawn that can host outdoor events for up to 3,000 guests. The new hotel is located on the Pascua Yaqui Reservation southwest of downtown Tucson.

The 428-room Hilton El Conquistador Golf & Tennis

Photo courtesy of JW Marriott Tucson Star Pass Resort & Spa



Photo courtesy of JW Marriott Tucson Star Pass Resort & Spa. The resort features 31 holes of championship golf.

Resort is set on 500 acres in the foothills of the Santa Catalina Mountains. The AAA Four Diamond resort offers more than 100,000 sf of indoor and outdoor function space along with 31 lighted tennis courts, 45 holes of championship golf, horseback riding and a wellness center. The hotel is offering a series of "Group Value Dates" throughout 2012 that feature rates 10-30 percent lower than standard seasonal group rates.

The Omni Tucson National Resort is set on 650 acres and features 128 guest rooms, 36 holes of championship golf, 12,000 sf of meeting space, a spa and fitness center. The resort's spa recently achieved AAA Four Diamond status.

Phoenix Goes Pro

Arizona's reputation as a major event destination was further solidified when the NFL selected Phoenix to host Super Bowl XLIX in 2015. This will be the third time the city will host the event since 1996. The area's sunny winter weather, wealth of luxury hotels and resorts, and world-class sports venue, the University of Phoenix Stadium in Glendale, were likely major factors in the decision. Winning the bid is a big deal for the state because the 2008 Super Bowl had an estimated economic impact of \$500 million.

The newest addition to the Phoenix light rail system will be completed well in advance of the next Super Bowl. The new \$1.1 billion driverless people mover called the PHX Sky Train will begin transporting passengers between Phoenix Sky Harbor International Airport and the light rail system in 2013. Current light rail routes include downtown Phoenix, Tempe and Mesa.

For the first time, Marriott has a presence in downtown Phoenix. The former Wyndham Phoenix was reflagged as the Marriott Renaissance Hotel in December. The 447-room hotel is located adjacent to the Phoenix Convention Center and offers 60,000 sf of meeting space.

Planners in search of an all-suite resort in the heart of the city may want to consider the 563-suite Pointe Hilton Squaw Peak Resort. Set on the slopes of the Phoenix North Mountain

range just minutes from Phoenix Sky Harbor International Airport, the resort features 48,000 sf of indoor and outdoor meeting space, including a recently updated Palacio event venue, a free-standing, 6,362-sf space with multiple levels. The resort's Hole-in-the-Wall River Ranch is a water park with four acres of pools and waterfalls, and a lazy river. Golf is available just minutes away at the Lookout Mountain Golf Club.

Success in Scottsdale

Joshua Rice, account manager for the third-party planning firm Creative Group Inc., recently brought a pharmaceutical group with 180 attendees to the luxurious Montelucia Resort & Spa in Scottsdale. "They just love the hotel," he says. "It's their Phoenix (area) hot spot. It's always on their short list."

With an elegant design inspired by the Andalusia region of Spain, the Montelucia is filled with courtyards, arched walkways and fountains. It features 293 rooms, 27,000 sf of meeting and event space, and Joya, a 30,000-sf Moroccan-themed spa.

"We did an opening welcome reception at the pool, which has an amazing landscape," Rice explains. "You don't need to put much décor there with Camelback Mountain in the background. We had a lot of space heaters because it was November,



"(Montelucia's staff is) fully flexible. They have no problem gutting rooms to make them breakouts. They want to make it work and be a true partner, which is great."

Joshua Rice, Account Manager, Creative Group Inc., Phoenix, Ariz.

but the attendees didn't mind because the whole pool area has a great vibe to it."

Rice appreciated the staff's flexibility. When it was determined that the resort's Alhambra ballroom was too big for the group, they got creative with air walls and made it work. "They're fully flexible. They have no problem gutting rooms to make them breakouts. They want to make it work and be a true partner, which is great."

Pointe Hilton Squaw Peak Resort in Phoenix features the Hole-in-the-Wall River Ranch, a water park with four acres of pools and waterfalls, and a lazy river.



Photo courtesy of Pointe Hilton Squaw Peak Resort

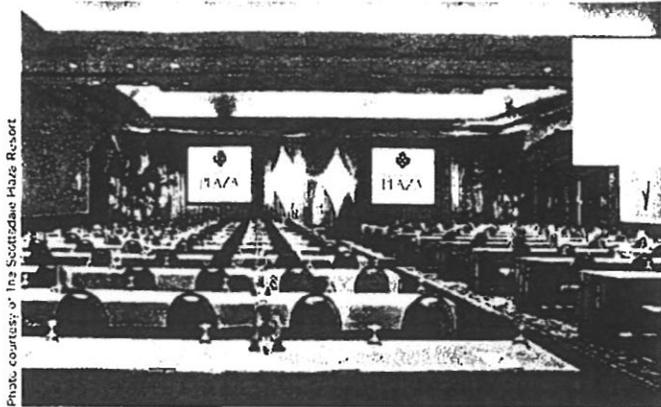
He said that the Montelucia is his personal favorite hotel in the Phoenix/Scottsdale area. "The rooms are big. The bathrooms are spacious. Every room has a couch, so if you're a business traveler, you can sit on the couch and work or you can sit at the desk or sit on your bed. The rooms are spacious enough to allow all that."

Rice did a dine-around event for his group that had a team-building element to it to encourage attendees to meet new people. "Everyone was given a puzzle piece, and you had to find your group to build your puzzle to find out where you were going (to dinner)," he explains. The company hosted a cocktail reception at the resort before loading the group on buses to head to six different restaurants. "It was great," he adds.

On the final day of the program, the West Coast attendees traveled home while the East Coast travelers stayed overnight and departed in the morning. "The hotel had a grab-and-go hot breakfast ready for them on the front drive," Rice notes.

Also located in Scottsdale, on the north slope of Camelback Mountain, Sanctuary on Camelback Mountain Resort & Spa offers 105 private casita accommodations and seven private mountainside homes. The resort's premier event space is aptly named The Views, because the 3,500-sf venue contains floor-to-ceiling windows and a wraparound terrace that deliver stunning mountain and sunset views.

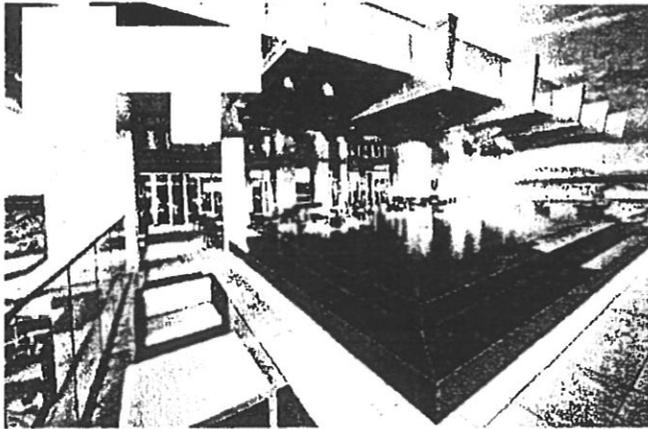
Sanctuary is offering two new options for fun teambuilding events. One is a cooking competition judged by the resort's



The 404-room Scottsdale Plaza Resort offers a total of 45,000 sq ft of meeting space, including the event ballroom.

executive chef, Beau MacMillan, who also happens to be a "Food Network" star. The other is "Mixology 101," an interactive cocktail mixing experience at the resort's Jade Bar where guests learn tips, techniques and tales about cocktail culture, then pick up some recipe cards to take home.

In other Scottsdale news, Joie de Vivre Hotels recently opened The Saguaro, the company's first property outside of California. Long-time planners might recall the property's earlier "lives" as the Hotel Theodore, the Mondrian and the James Hotel. The 194-room hotel, located in Old Town Scottsdale, contains 10,000 sf of meeting space and a signature restaurant, Distrito, which showcases the street foods of Mexico City.



The Fairmont Scottsdale Princess is the new Talking Stick Resort offering a contemporary look to the traditional desert resort of Arizona.

The hotel's designer has chosen a vivid color palette of pink, green, orange and yellow to mimic the wildflowers found in Scottsdale's desert landscape.

The Fairmont Scottsdale Princess has broken ground on a new \$20 million conference center, which is expected to open in October 2012. The 52,331-sf space will include the new 23,000-sf Palomino Ballroom, which will have walls that open to the outdoors. The new addition will bring the resort's total meeting space to 150,000 sf, making it the largest meetings resort in Fairmont's portfolio worldwide.

The Scottsdale Resort & Conference Center, which is managed by Benchmark Hospitality, recently partnered with the nonprofit organization Clean the World to donate its "gently used" bath amenities to the organization. Clean the World then sanitizes the products and distributes them to help prevent the spread of disease in developing countries and homeless shelters. In the first month of the program, the resort donated approximately 3,000 bars of soap and 2,500 bottled amenities such as body lotion, shampoos and conditioners to Clean the World.

Set on 40 acres in the heart of Scottsdale, The Scottsdale Plaza Resort serves as an oasis in the city with its mountain views, palm trees, five swimming pools, Salon & Day Spa, lighted tennis courts and nine-hole putting green. It is conveniently located just 25 minutes from Phoenix Sky Harbor International Airport. The resort offers 404 guest rooms, 180 of which are suites. Its 40,000 sf of meeting space is versatile. It includes 21 meeting rooms with 58 breakout suites and what the resort describes as "the area's finest acoustically perfect amphitheater." Live jazz entertains at Remington's Lounge six nights a week. A grand opening was held in early January for Scottsdale Resort's newly renovated fitness center, which

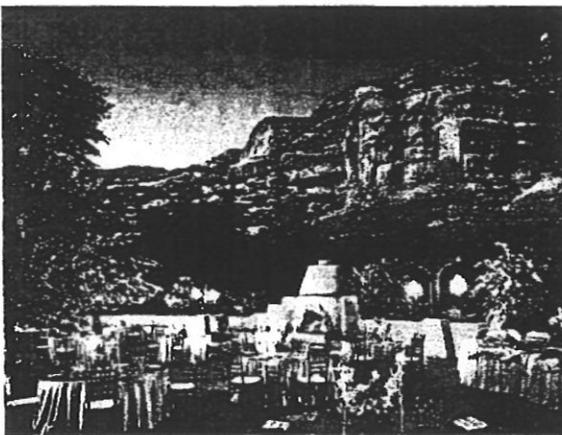
offers group classes that are proving to be quite popular with meeting attendees, says the resort's spokesperson.

The AAA Four Diamond, 497-room Talking Stick Resort offers 100,000 sf of indoor and outdoor function space, which includes the 25,000-sf Salt River Grand ballroom and 21 other meeting rooms. The resort, located just 15 minutes from Phoenix Sky Harbor International Airport, also offers so many dining and entertainment options that attendees won't have to go off property unless they really want to. The resort includes a 240,000-sf gaming floor, five dining venues and live entertainment in the resort's 650-seat showroom. With its 15th-floor vantage point, the signature Orange Sky restaurant offers stunning panoramic views, and the Orange Sky Lounge features three outdoor patios. The Troon-managed Talking Stick Golf Club is also located just minutes away, as is Salt River Fields, the new spring training home of the Arizona Diamondbacks and Colorado Rockies.

Spectacular Sedona

Sedona, one of the most photographed destinations in the world, is just a two-hour drive north of Phoenix. It is also home to Enchantment Resort, a luxury property surrounded by the spectacular red rock beauty of Boynton Canyon.

Enchantment, which also includes the award-winning destination spa Mii Amo, recently completed phase two of a renovation project that included the refurbishing of all 218 guest rooms. The redesign, inspired by Native American traditions, includes onyx vanity tops, custom lamps with hammered metal finishes, headboard designs with the sun symbol of the Yavapai Nation and Native American patterned tapestries. New electronics, including 42-inch HDTVs, custom desk lamps with recharging capabilities and Bose iPod docking stations have also been added. The project follows on the heels



The outdoor event terrace at Enchantment Resort offers a lovely backdrop for the ever-changing red rock vistas of Sedona.

of the resort's \$4 million expansion of its Meeting Village, which offers 13,000 sf of indoor space and an additional 20,000 sf of outdoor function areas.

Service With a Smile

The high service standards many groups have experienced at Arizona's hotels and resorts make the attendees' experiences more enjoyable and the planners' lives easier. So it's only natural to want to return. That's what Rice and his client have found with their experiences at Montelucia.

"They love the hotel. We're trying to make it work next year to go back there."
C&IT

Home / Lifestyles / Recreation / Recreation

Get Moving, Tucson!: Walks, runs, relays all over area this month, next

- Story
- (0) Comments

Get Moving, Tucson!: Walks, runs, relays all over area this month, next

Posted: Thursday, February 9, 2012 12:00 am | Comments

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A few weeks ago, we provided a plan for setting and keeping goals, with some advice on how to be courageous in the face of those goals. Well, here we are, solidly into the new year and if you're at all like me, it's time to assess those goals and tweak those plans. To help keep you on track, today we'll provide a calendar of running, walking and other fitness-based events that take place in our community over the coming weeks.

- On Sunday is the low-key, low-cost Fine Valentine Couple's Relay, produced by the Southern Arizona Roadrunners, with an open four-miler, an open two-mile run/walk, and a relay with varied categories in which team members each run two miles on the UA campus, featuring a loop around the outside of McKale Center (www.azroadrunners.org).
- On Feb. 18 is the Laps for Literacy 5K Fun Run/Walk, held at Reid Park, which raises funds for the Make Way for Books/Pima County Public Library Story Town project and Altrusa International Inc. of Tucson Foundation (literacyconnects.org/event/laps-for-literacy-5k-fun-run-walk/).
- If 5K is too short for you, you can always get together with a dozen of your closest friends and run 150 miles from Wickenburg to Tempe at the Ragnar Relay del Sol, a two-day relay event on the weekend of Feb. 24 (www.ragnarrelay.com/race/delsol).
- Also on Feb. 24 is the Pueblo's Rodeo Run Four-Mile Run/Walk, produced by Tagg Running Events (www.taggrun.com).

- Down the road a bit in the Quail Creek community of Green Valley is the Quail Creek 5K Run, which features a doggy-dash division (quailcreekrun.com).

If you think February is crowded, March is even busier!

- March 3 sees the Thirst Project 5K Run/Walk held at Udall Park (www.facebook.com/thirstproject5k), as well as the Erik Hite Foundation Second Annual Fun Run and Walk, put on at Reid Park by the Erik Hite Foundation in honor of the Tucson police officer who lost his life in the line of duty. (www.soaznonprofits.org)

On March 4 is the inaugural Be Tucson Women's Only 5K and Men's Mile, produced by the Southern Arizona Roadrunners and hosted at La Encantada as part of a morning expo on women's health, wellness and beauty. Be Tucson raises funds for the Southern Arizona Susan G. Komen Foundation (www.azroadrunners.org).

Also on the 10th is the Midtown Sertoma 5K Run & Walk for Better Hearing, put on by Everyone Runs to raise funds for the Arizona State Schools for the Deaf and the Blind (everyoneruns.net). If you're in the mood to travel, on March 10 you can head north to the Southwest Spine and Sports Mountain to Fountain 15K (9.3 miles), produced by the Bandido Racing Club and held in Fountain Hills outside of Phoenix (bandidos15k.com).

On March 17, Tagg Running produces the Third Annual "Green Isle Mile" and Running with the Irish 5K. It kicks off the St. Patrick's Day Parade (wear green).

Also on March 17 is the Beat Cancer Boot Camp Challenge, a 5K obstacle run at Brandi Fenton Memorial Park, as well as the 11th Annual Walk the Loop for Lupus held at Reid Park (www.lupus-az.org).

On March 18, the Southern Arizona Roadrunners produce Dave's Run 5K for ALS at the new Crossroads at Silverbell Park in Marana. This long-standing event is named after Dave Filer, who passed away due to Lou Gerhig's disease, with funds going to the local Jim Himelic foundation.

A week later on March 25, you have three options: the Susan G. Komen Race for the Cure 5K run and walk, with a companion one-mile to be held at Reid Park, with its usual gathering of more than 10,000 people raising funds for cancer research. The Komen Foundation points out that more than 75 percent of its race proceeds stays right here in Southern Arizona, funding a range of programs, activities and research (www.komensaz.org).

On the same day in the town of Oro Valley is the Arizona Distance Classic Half-Marathon and 5K, a long-standing 13.1-mile race on the rolling hills of Oro Valley (www.arizonadistanceclassic.com).

Also on March 25 is the first race of the annual Tri Tucson triathlon series, the Tucson Triathlon, at the University of Arizona (www.tritucson.com).

Whew - as you can tell, there are a lot of ways to get moving over the coming weeks - and this list doesn't even cover all the charity walks, bike rides and runs throughout Southern Arizona.

For more, check out azroadrunners.org/community_event.

Whatever you do, make sure you get moving, Tucson!

Randy Accetta is the race director for the Sunrise at Old Tucson Cross Country Trail Run and past president of Southern Arizona Roadrunners. Accetta is the national director of Coaching Education for the Road Runners Club of America and teaches at the University of Arizona.

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It's Back! 99¢ Home Delivery

Posted in Recreation, Outdoors on *Thursday, February 9, 2012 12:00 am*

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- A bit of Hohokam history
- 5K to benefit Arizona Schools For the Deaf and the Blind
- 'Meet Me' run invades Foothills
- Arizona Animal Fair is Sat. at Reid Park

Hotel Business

Hilton Tucson Set To Add Exec Conference Center

Posted 2/15/2012

TUCSON, AZ—The Hilton Tucson El Conquistador this spring is set to open a new 11,000-sq.-ft. Executive Conference Center that will provide eight meeting rooms, including one permanent boardroom with a built-in, 70-inch LED television for presentations.

"With a number of pharmaceutical, financial and high-tech industry-leading companies based in Tucson we saw an existent demand in the area for a full-service conference center," said Lynn Ericksen, general manager of the Hilton Tucson El Conquistador.

The center is designed for small to medium groups of 10 to 100 guests. Most meeting rooms will feature windows and some will offer balconies with views of the Catalina Mountains. Inside the rooms, conference attendees will benefit from advanced audio-visual equipment, ergonomic seating, work tables with non-reflective surfaces and built-in electrical outlets, as well as energy-efficient lighting.

As the first hotel in Tucson to receive Green Certification from the Arizona Tourism & Lodging Association and the recent recipient of The Stars of the Industry Award in the Good Earthkeeping category, Hilton Tucson El Conquistador also will implement a number of green initiatives throughout the executive conference center.

There will be a staffed business center that will provide services that will include technical support, express shipping, etc. Supporting team members will include event planners.

Refreshment service featuring a selection of coffees and teas, soft drinks and snacks will be available in two dedicated break areas. Conference groups also will be able to enjoy the resort's signature restaurants: Sundance, an American café concept and Dos Locos, which features cuisine inspired by the Southwest.

The Executive Conference Center at Hilton El Conquistador is currently pending certification from the International Association of Conference Centers. Hilton Tucson El Conquistador is accepting reservations for events in second quarter.

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Geotourism in Southern Arizona

Posted: Thursday, February 9, 2012 12:00 am

Northern Arizona has the Grand Canyon, but the state south of the Gila River boasts some pretty spectacular geological sights. Here are some must-sees that make up the GeoTourism map of Southern Arizona day trips developed by the Arizona Geological Survey.

Learn more about this resource at www.azgs.az.gov

- Sabino Canyon provides a window into the gneissic, granitic rocks and geologic structures of the Santa Catalina Mountains. Hiking trails and a 3.5-mile tram ride provide excellent access.
- Saguaro National Park East in the Rincon Mountains is part of a metamorphic core complex. Gneiss, shist and related rocks crop out in the park, which hosts a number of hiking trails.
- Saguaro National Park West includes the Tucson Mountains, the product of a millennia of explosive volcanism, sedimentation, faulting, uplift and erosion. Hiking trails abound.
- ASARCO Mineral Discovery Center explains how copper formed and how it is mined. And includes a tour of the Mission Mine, with a view of the mine and copper mill.
- Arizona-Sonora Desert Museum is one of the finest natural history museums in the world. The museum displays hundreds of plants, minerals and animals indigenous to the Sonoran Desert.
- Mount Lemmon features a paved road that winds summit-ward for 25 miles ending in a pine forest at 9,000+ feet. Spectacular views and splendid outcrops of gneiss and granite line the way.
- Colossal Cave Mountain Park includes complex passageways, as well as ornate and fragile cave formations. The park offers a 1/2-mile, 45-minute interpretive tour.
- Sentinel Peak or "A" Mountain provides an excellent view of Tucson and the surrounding mountains and valleys.
- Tohono Chul Park offers 40 acres of native desert vegetation in an urban setting. A rock wall outlines the geologic history of the Santa Catalina Mountains.
- Catalina State Park, on the west slope of the Catalina Mountains, has excellent examples of alluvial fans and boulder-laden streams. The park has hiking, birdwatching, picnicking and camping.
- Picacho Peak State Park is made up of faulted, tilted and eroded remnants of a sequence of lava flows. Picacho Peak is home of the western-most battle of the Civil War.
- Kartchner Caverns State Park, one of Arizona's premier caverns with magnificent stalactites, flowstones, soda straws and other jaw-dropping formations. Situated in the Whetstone Mountains, the cave's average temperature is 72 F, humidity 99 percent.
- Bisbee functioned as a mining town from 1900 to 1970. Highlights include the abandoned Lavender Pit, hillside residences, a mining museum and tours of the Copper Queen Mine. Bisbee is a main tourist destination in southern Arizona.
- Chiricahua National Monument has geologic features formed about 27 million years ago during cataclysmic volcanic eruptions. Subsequent weathering and erosion produced spectacular pinnacles. It's one of the premier "sky islands" of southern Arizona, with bird watching, hiking and camping.
- Fort Bowie National Historic Site is on the immigrant trail through Apache Pass. Apache Spring - a critical water source - emerges along a fault that juxtaposes granite against younger limestone.

- Hot Well Dunes, near Safford, is the site of a hot artesian well that formed in 1928 as the result of an oil drilling accident. The drillers struck a reservoir of hot water at a depth of 1,920 feet. The well delivers 250 gallons a minute at 106 degrees F. Managed by the Bureau of Land Management.
- Organ Pipe Cactus National Monument, situated on the U.S.-Mexico border, south of Ajo, hosts 26 species of cactus, including organ pipe and giant saguaro. Volcanic rocks are exposed in surrounding mountain ranges. The alluvial fans are spectacular.
- Mount Graham, elevation 10,717 feet, is the highest mountain in southern Arizona. It's composed of igneous and metamorphic rocks. The Swift Trail (AZ 366) winds through high desert grasslands to oak woodlands to a summit of fir and aspen forests. (Closed November to April depending on road conditions.)
- Kitt Peak National Observatory, founded in 1958, operates three major night telescopes and the world's largest collection of optical telescopes. Located on the Tohono O'odham Reservation, the Kitt Peak Visitor Center is open 362 days a year.

Source: Arizona Geological Survey



Get Moving, Tucson!: Walks, runs, relays all over area this month, next

Posted: Thursday, February 9, 2012 12:00 am

A few weeks ago, we provided a plan for setting and keeping goals, with some advice on how to be courageous in the face of those goals. Well, here we are, solidly into the new year and if you're at all like me, it's time to assess those goals and tweak those plans. To help keep you on track, today we'll provide a calendar of running, walking and other fitness-based events that take place in our community over the coming weeks.

- On Sunday is the low-key, low-cost Fine Valentine Couple's Relay, produced by the Southern Arizona Roadrunners, with an open four-miler, an open two-mile run/walk, and a relay with varied categories in which team members each run two miles on the UA campus, featuring a loop around the outside of McKale Center (www.azroadrunners.org).
- On Feb. 18 is the Laps for Literacy 5K Fun Run/Walk, held at Reid Park, which raises funds for the Make Way for Books/Pima County Public Library Story Town project and Altrusa International Inc. of Tucson Foundation (literacyconnects.org/event/laps-for-literacy-5k-fun-run-walk/).
- If 5K is too short for you, you can always get together with a dozen of your closest friends and run 150 miles from Wickenburg to Tempe at the Ragnar Relay del Sol, a two-day relay event on the weekend of Feb. 24 (www.ragnarrelay.com/race/delsol).
- Also on Feb. 24 is the Pueblo's Rodeo Run Four-Mile Run/Walk, produced by Tagg Running Events (www.tagg.run.com).
- Down the road a bit in the Quail Creek community of Green Valley is the Quail Creek 5K Run, which features a doggy-dash division (quailcreekrun.com).

If you think February is crowded, March is even busier!

- March 3 sees the Thirst Project 5K Run/Walk held at Udall Park (www.facebook.com/thirstproject5k), as well as the Erik Hite Foundation Second Annual Fun Run and Walk, put on at Reid Park by the Erik Hite Foundation in honor of the Tucson police officer who lost his life in the line of duty. (www.soaznonprofits.org)

On March 4 is the inaugural Be Tucson Women's Only 5K and Men's Mile, produced by the Southern Arizona Roadrunners and hosted at La Encantada as part of a morning expo on women's health, wellness and beauty. Be Tucson raises funds for the Southern Arizona Susan G. Komen Foundation (www.azroadrunners.org).

Also on the 10th is the Midtown Sertoma 5K Run & Walk for Better Hearing, put on by Everyone Runs to raise funds for the Arizona State Schools for the Deaf and the Blind (everyoneruns.net). If you're in the mood to travel, on March 10 you can head north to the Southwest Spine and Sports Mountain to Fountain 15K (9.3 miles), produced by the Bandido Racing Club and held in Fountain Hills outside of Phoenix (bandidos15k.com).

On March 17, Tagg Running produces the Third Annual "Green Isle Mile" and Running with the Irish 5K. It kicks off the St. Patrick's Day Parade (wear green).

Also on March 17 is the Beat Cancer Boot Camp Challenge, a 5K obstacle run at Brandi Fenton Memorial Park, as well as the 11th Annual Walk the Loop for Lupus held at Reid Park (www.lupus-az.org).

On March 18, the Southern Arizona Roadrunners produce Dave's Run 5K for ALS at the new Crossroads at Silverbell Park in Marana. This long-standing event is named after Dave Filer, who passed away due to Lou Gehrig's disease, with funds going to the local Jim Himellic foundation.

A week later on March 25, you have three options: the Susan G. Komen Race for the Cure 5K run and walk, with a companion one-mile to be held at Reid Park, with its usual gathering of more than 10,000 people raising funds for cancer

research. The Komen Foundation points out that more than 75 percent of its race proceeds stays right here in Southern Arizona, funding a range of programs, activities and research (www.komensaz.org).

On the same day in the town of Oro Valley is the Arizona Distance Classic Half-Marathon and 5K, a long-standing 13.1-mile race on the rolling hills of Oro Valley (www.arizonadistanceclassic.com).

Also on March 25 is the first race of the annual Tri Tucson triathlon series, the Tucson Triathlon, at the University of Arizona (www.tritucson.com).

Whew - as you can tell, there are a lot of ways to get moving over the coming weeks - and this list doesn't even cover all the charity walks, bike rides and runs throughout Southern Arizona.

For more, check out azroadrunners.org/community_event.

Whatever you do, make sure you get moving, Tucson!

Randy Accetta is the race director for the Sunrise at Old Tucson Cross Country Trail Run and past president of Southern Arizona Roadrunners. Accetta is the national director of Coaching Education for the Road Runners Club of America and teaches at the University of Arizona.

DODGERS.COM



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02/02/2012 5:11 PM EST

Dodgers and White Sox to play Spring Training game in Tucson to benefit the Christina-Taylor Green Memorial Foundation

By /

LOS ANGELES - The Los Angeles Dodgers and Chicago White Sox along with the Pima County Sports and Tourism Authority and the Tucson Padres today announced that the two Major League clubs will play a Spring Training contest in Tucson next month with all proceeds going to the Christina-Taylor Green Memorial Foundation. The game will be held at Kino Veterans Memorial Stadium on Friday, March 23, at 1:05 p.m.

The Dodgers and White Sox are committed to supporting the Tucson community by helping raise funds for the victims and families affected by the events of January 8, 2011.

"On behalf of the Green Family, we would like to thank the Tucson Padres for providing the venue and their expertise," said Dodger Scout John Green, Christina-Taylor's father and the club's National Crosschecker. "We would also like to thank the Los Angeles Dodgers and Chicago White Sox for playing Major League Baseball in Tucson once again."

The Christina-Taylor Green Memorial Foundation was established by the Green family to receive gifts in memory of Christina-Taylor. The mission of the Christina-Taylor Green Memorial Foundation is to honor the life and memory of Christina-Taylor through charitable and educational projects that reflect and embody her interests, values and dreams.

"The beneficiary for this game, the Christina-Taylor Green Memorial Foundation, will give back to the local community that gave so much to us," said Green. "Christina-Taylor's wishes and our mission statement are to help those less fortunate in the areas of education, the arts, sports and leadership programs to enrich our children's lives."

During Spring Training in 2011, the Dodgers and Arizona Diamondbacks played a similar benefit game in Tucson with all proceeds going to the Tucson Together Fund. In addition, The Dodgers Dream Foundation, in partnership with the Diamondbacks, will dedicate a Dodgers Dreamfield in Oro Valley, AZ on a field that was re-named in memory of Christina-Taylor Green.

The Pima County Sports and Tourism Authority and Pima County are coordinating efforts for this game and beginning February 15, tickets will be available online at tucsonpadres.com. On March 6, tickets will go on sale at the Kino Stadium box office from 10:00 a.m. to 5:00 p.m. on weekdays. Kino Stadium's address is 2500 East Ajo Way, Tucson, AZ 85713.

Ticket Prices

Field Box: \$20 per seat

Outfield: \$15 per seat

Terrace: \$15 per seat

Bleacher: \$10 per seat

Lawn: \$6 per seat

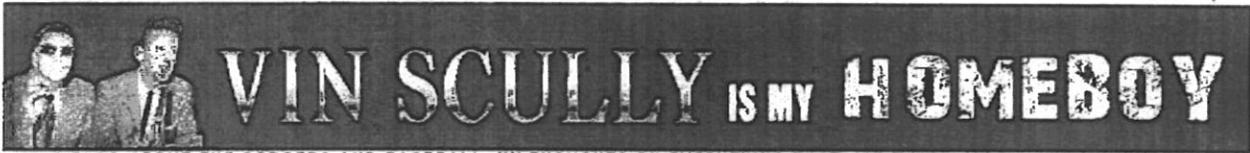
Suites: \$500 (for up to 20 people)

This story was not subject to the approval of Major League Baseball or its clubs.

dodgers.com

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A BLOG ABOUT THE DODGERS AND BASEBALL. MY THOUGHTS ON EVERYTHING THAT HAS TO DO WITH THE OLD GAME. AUTOGRAPHS, BASEBALL CARDS, BOBBLEHEADS, UPCOMING APPEARANCES, SHOES, BOOKS, ETC. ENJOY THE PICTURES, VIDEOS OPINIONS AND CONTESTS.



3 MILLION AND COUNTING.

THURSDAY, FEBRUARY 2, 2012

~~3063102~~

Dodgers and White Sox to play Spring Training game in Tucson

QUESTIONS/COMMENTS/TIPS E-MAIL ME
vinscullyismyhomeboy@gmail.com



VIN SCULLY IS MY HOMEBOY



From the Dodgers -

ABOUT ME



ROBERTO BALY
DODGERTOWN, CALIFORNIA,
UNITED STATES

I blog when my baby is sleeping.

VIEW MY COMPLETE PROFILE

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HELLO!



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UPCOMING APPEARANCES (CLICK NAME)

Al Downing

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Andre Ethier
Lou Johnson
Matt Kemp
Maury Wills
Paul Lo Duca
Ron Fairly
Ron Perranoski

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leadership programs to enrich our children's lives."

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POSTED BY ROBERTO BALY AT 5:00 PM

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LABELS: 2012, CHICAGO WHITE SOX, CHRISTINA TAYLOR GREEN, DODGERS, SPRING TRAINING, TUCSON

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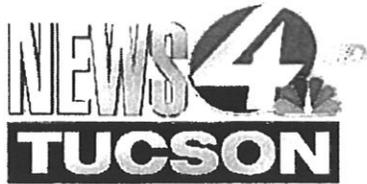
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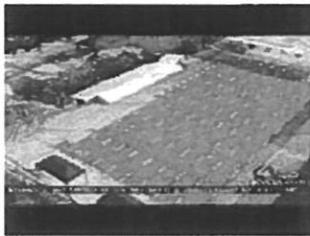
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New attraction to bring crowds to Oro Valley

Posted: Jan 31, 2012 3:35 AM

Updated: Jan 31, 2012 7:49 AM



[SHARE](#)

ORO VALLEY - Swimmers all across the country may soon be headed to Oro Valley. The town is working on some major upgrades for its current pool. The plans are for a new, state-of-the-art facility.

The only other pool in our area that is a certified competition pool is at the University of Arizona, so many are excited about the opportunity this will bring for Tucson.

"People will come here they will bring their families they will stay at our hotels they will eat at our restaurants, they will bring their wallets, that's economic development," says Lou Waters, Vice Mayor of Oro Valley.

"A little bit more, if you like, like a tourism trade or even people just having lunch here after their swim. That'd be great," says Oro Valley resident, Doug Cassidy.

The pool as it is right now brings in a reasonable amount of people, but once it's transformed -- complete with a ten lane score board, a new bleacher area, an interactive play area for kids, an additional lap pool and remolded locker rooms -- it will become a main attraction for visitors.

"We entertain a lot of winter visitors and when they come down most of them sign in to use the pool over here. An expanded facility is only going to make them happier and we're happy to have them!"

Not everyone in Oro Valley is thrilled though. There are some who prefer not to see the town grow.

"People come to where they want to come to and they want to come here. Look at the view. It's extraordinary. This town is growing, slowly now because of the economics, but it's still growing and it will continue to grow. Our job is to manage it responsibly," says Waters.

Revamping this pool that was completed in 1974 isn't cheap. The \$3.5 million will be paid for with bonds, taxes and parks and recreation fees.

"Well, I guess I'm going to have to help pay for that!" says Cassidy.

Speaking of fees, those may go up as well.

"It's dirt cheap the way it is, so I've got no problem if they raise prices. I can't imagine it's going to double or anything and it'll probably just be an incremental increase. That's fine. I don't that will hurt their volume at all."

The facility should be complete by the end of this year.



Town Council Regular Session

Item # C.

Meeting Date: 05/02/2012

Requested by: Daniel G. Sharp

Submitted By:

Colleen Muhr, Police
Department

Department: Police Department

Information

SUBJECT:

Resolution No. (R)12-21, authorizing and approving the Communications Site Lease Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company and the Town of Oro Valley for the purpose of constructing, installing, maintaining, replacing, improving and operating a communications facility

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

On May 5, 2010, Resolution No. (R)10-24 was approved, authorizing an Intergovernmental Agreement (IGA) Master Agreement for Joint Use of Facility Space between Pima County and the Town of Oro Valley. This IGA provided for the ability to lease space for commercial purposes.

On November 17, 2010, Resolution No. (R)10-79 was approved, authorizing an Amendment to the Intergovernmental Master Agreement between Pima County and the Town of Oro Valley for Joint Use of Facility Space.

Exhibits A and B to the Amendment to the Intergovernmental Master Agreement for Joint Use of Facility Space provided for the Site-Specific Supplement Agreement, and provides detail of the construction of the 125 ft. Monopole tower, as well as all related equipment and work.

BACKGROUND OR DETAILED INFORMATION:

Representatives of the Pima County Wireless Network (PCWIN) project and Town of Oro Valley have negotiated with New Cingular Wireless PCS, LLC ("Tenant") to lease space on the jointly owned facility.

If approved, the initial lease term will be for five (5) years with the option to renew four (4) successive automatic five (5) year options.

FISCAL IMPACT:

Item 5 a. 'Rent', on page 2 of the Communication Site Lease Agreement provides for a monthly lease payment of \$2,500 with a 3% annual escalator, which the Town will share equally with Pima County in support of the PCWIN Project.

SUGGESTED MOTION:

I MOVE to (approve or deny) approval of the Communication Site Lease Agreement and the Memorandum of Lease.

Attachments

Reso 12-21

Site Lease Agreement

Memo of Lease

RESOLUTION NO. (R)12-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, AUTHORIZING AND APPROVING A COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND NEW CINGULAR WIRELESS PCS, LLC FOR A COMMUNICATIONS FACILITY

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

WHEREAS, on May 5, 2010, the Town approved Resolution No. (R)10-24, approving an Intergovernmental Agreement for joint use of facility space between the Town and Pima County; and

WHEREAS, the Town and Pima County Wireless Network negotiated a Communications Site Lease Agreement with New Cingular Wireless PCS, LLC (“Cingular”) to construct, install, maintain, improve and operate a communication facility; and

WHEREAS, it is in the best interest of the health, safety and well being of the residents of the Town of Oro Valley to enter into the Communications Site Lease Agreement with Cingular for a communications facility.

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

SECTION 1. The Communications Site Lease Agreement between the Town of Oro Valley and New Cingular Wireless PCS, LLC, attached hereto as Exhibit “A” and incorporated herein by this reference, to construct, install, maintain, improve and operate a communication facility is hereby approved.

SECTION 2. The Mayor and Council of the Town Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Communications Site Lease Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 2nd day of May, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

Market: AZ/NM
Cell Site Number: PHNXAZT948
Cell Site Name: La Canada & Naranja
Fixed Asset Number: 10107202

COMMUNICATIONS SITE
LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") is entered into this ____ day of _____, 2012 (the "Effective Date") by and between the Town of Oro Valley, an Arizona Municipal corporation ("Town") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant").

1. **Property.** Subject to the following terms and conditions, Town leases to Tenant the property described in attached Exhibit "A" ("Premises"). Town also grants to Tenant a non-exclusive easement during the term of this Lease for ingress, egress and regress on property described on attached Exhibit "B" ("Easement"). Upon completion of the survey in accordance with Section 7(b) below, the description of the Premises and the description of the Easement in the survey shall be provided in Exhibit "A" and Exhibit "B", and in the event of any conflict, the description in the survey shall control as the description of the Premises or of the Easement.

2. **Use.** Tenant shall have the non-exclusive right to use the Premises for the purpose of constructing, installing, maintaining, replacing, improving and operating, at Tenant's expense, a communications facility, including towers, antennae, buildings and incidental uses (collectively the "Communications Facility"), consistent with all of the applicable ordinances and regulations promulgated by the Town. Tenant's rights shall be exclusive as to that portion of the Premises occupied by the Tenant's equipment, and non-exclusive as to the remainder of the Premises. Town agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises ("Governmental Approvals"). Tenant shall exercise commercially reasonable efforts to use the small stealth communications equipment consistent with the Tenant's operational requirements.

3. **Initial Term.** The term of this Lease shall be five (5) years, commencing upon the Effective Date (the "Commencement Date") and terminating at midnight on the fifth anniversary of the Commencement Date (the "Initial Term").

4. **Renewal Term.** Tenant shall have the right to extend this Lease for four (4) additional terms of five (5) years each (a "Renewal Term") on the same terms and conditions as set forth in this Lease except that the Rent shall be as specified in paragraph 5(c). This Lease shall automatically be renewed for each successive Renewal Term unless Tenant notifies Town of Tenant's intention not to renew the Lease at least 30 days prior to expiration of the then current term. The Initial Term and all exercised Renewal Terms shall be the "Term."

5. Rent.

a. Beginning on the first day of the calendar month that Tenant commences construction at the Premises (the "Rent Commencement Date"), Tenant shall pay Town the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500) per month as rental ("Rent"). On each anniversary of the Rent Commencement Date, Rent shall increase by an amount equal to three percent (3%) above the Rent amount paid previously. Rent shall be payable on the first day of each month in advance at Town's notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Lease, based upon the number of days in that month. Tenant shall be entitled to apply dollar for dollar to the first month(s) Rent any Option Fee paid to Town pursuant to an Option to Lease Agreement (if any) and the dollar cost of any improvement to the site that shall remain property of the Town (if any).

b. In the event of termination by the Town for any reason other than nonpayment of Rent, all prepaid Rent shall be refunded to Tenant.

c. Rent shall increase as set forth in Section 5(a) during each Renewal Term ("RT"). If the Commencement Date falls on any day other than the first of the month, Rent escalation shall be applied on the first day of the month following the applicable anniversary of the Commencement Date.

6. Town Representations and Warranties. Town represents and warrants to the best of its knowledge that (i) Tenant's intended use of the Premises is not prohibited by any covenant, restriction, easement, subdivision rule or other contract which would prohibit Tenant's intended use of the Premises; and (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with Tenant's intended use of the Premises.

7. Conditions Precedent. Tenant's obligation to perform under this Lease shall be subject to and conditioned upon:

a. Tenant's obtaining, at its option, a title report from a title insurance company of Tenant's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing.

b. Tenant's obtaining, at its option, with Town approval, a survey, soil borings and analysis tests which must show no defects which, in the opinion of the Tenant, may adversely affect Tenant's use of the Premises.

c. Tenant's approval of the condition of the Premises, which may be subject to, at Tenant's option, with town approval, an environmental audit of the Premises performed by an environmental consulting firm of Tenant's choice.

If any of these conditions are not satisfied, Tenant shall be relieved of any obligation to perform under this Lease. Town approval relating to the above referenced conditions shall not be unreasonably withheld.

8. Conditions Subsequent. In the event that Tenant's intended use of the Premises is actually prohibited or the Premises are, in Tenant's opinion, unacceptable to Tenant, this Lease shall terminate and be of no further force or effect pursuant to Section 12 below.

9. In the event the location of the Communications Facility interferes with other Town projects to include, but not limited to, roadway widening, Tenant shall pay all applicable costs associated for removal and relocation of the Communications Facility, subject to the following requirements: (i) such relocation will be performed exclusively by Tenant or its agents; (ii) Town shall provide Tenant not less than one year's prior written notice of the proposed relocation; and (iii) following the termination, Town agrees to permit Tenant to place temporary transmission and reception facilities on the Premises, or at a location adjacent to the Premises which is acceptable to Town and Tenant, for a period of up to twelve (12) months, but only until such time as Tenant is able to activate a replacement transmission facility at another location, and such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent.

10. Interference.

a. Town shall not use, nor shall Town permit its Tenants, licensees, invitees or agents to use any portion of the Premises or Easement or adjoining or proximate property of Town in any way which interferes with the operations of Tenant unless otherwise specifically required under the regulations of the Town. Tenant may enforce this provision at law or in equity. .

b. Tenant agrees to install equipment only of types and generating frequencies which will not interfere with the communications transmissions of the Town, or in the event of any such subsequently discovered interference, Tenant shall provide a detailed interference analysis showing potential conflicts between Tenant's frequencies and those of the Town's including, but not limited to, Police and Fire protection communications. In the event the equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 24 hours after receipt of written notice from Town to Tenant, Tenant shall temporarily disconnect the electric power and shut down the equipment until all interference is remedied (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement or other action taken for the purpose of correcting such interference). If such interference is not corrected within 30 days after receipt of the written notice, Tenant agrees to remove the equipment from the Premises and this Lease shall terminate as if by expiration.

11. Improvements; Utilities; Access.

a. The Communications Facility placed on the Premises shall remain the exclusive property of the Tenant, and Tenant shall have the obligation, to remove the Communications Facility or any portion thereof. Within one hundred twenty (120) days following any termination of this Agreement, Tenant will remove all of Tenant's above-

ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities. Tenant is responsible for determining whether utilities adequate for Tenant's intended use of the Premises are presently available. Further, from time to time, if Tenant shall have the need to install utilities, at Tenant's expense, and/or to improve present utilities on the Premises Tenant shall first obtain the appropriate written approval of the Town. Once Tenant has obtained the written approval of the Town, Tenant shall have the right to bring utilities under the Premises and the Easement in order to service the Communications Facility throughout the term or any renewal term of this Lease.

b. Tenant shall have access to the Premises and the Communications Facility at all times, 24 hours each day.

c. Tenant shall coordinate maintenance of the Communications Facility with the Oro Valley Police Department so that maintenance traffic does not unreasonably interfere with Town business and/or traffic.

12. Termination. Except as otherwise provided, this Lease may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

a. By either party upon a default of any covenant or term of this Lease by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease);

b. By Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and operation of the Communications Facility or Tenant's business or intended use of the Premises;

c. By Tenant if the Premises or Communications Facility is damaged so as to hinder the effective use of the Communications Facility in Tenant's judgment or in the event that interference, whether or not from Town's activities or any other source, to transmissions or signals from the Communications Facility, in Tenant's judgment, may not be adequately corrected or eliminated by Tenant;

d. By Tenant, if, in Tenant's reasonable judgment, network design or technology changes render the Communications Facility obsolete or unnecessary.

At the termination of this Lease or if the Lease is terminated early by Tenant, Tenant shall remove all of its communication equipment and appurtenances as required by Section 11(a) above. If the Lease is terminated early by the Town, Tenant shall only be responsible for removing all of its equipment and appurtenances.

13. Subleases and Licenses. Tenant shall not be permitted to sublease and/or license the premises in whole or in part without the express written approval of the Town, which shall not be unreasonably withheld, conditioned or delayed. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Town, to Tenant's affiliate or to any entity which acquires all or substantially all of the Tenant's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition, or other business reorganization. Upon notification to Town of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Town's consent, Town's consent not to be unreasonably withheld, conditioned or delayed.

14. Taxes. Tenant shall pay any personal property taxes assessed on, and/or any portion of such taxes attributable to, the Communications Facility.

15. Public Liability and Property Damage Insurance. Tenant shall, at Tenant's expense, purchase and maintain in full force and effect throughout the term of this Lease, including any renewals or extensions, such public liability and property damage policies as Town may deem necessary. Such policy or policies may be through a blanket policy covering other locations, will provide not less than a combined single limit of \$1,000,000 and will name the Town as additional insured. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

Tenant shall, at Tenant's expense, purchase and maintain in full force and effect throughout the term of this Lease, including any renewals or extensions, such public liability and property damage policies as approved by the Town Attorney. Such policy or policies may be through a blanket policy covering other locations, will provide not less than a combined single limit of \$1,000,000 and will name Town as additional insured. The minimum insurance requirements are as follows:

16. Commercial general liability. Tenant shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 products/completed operations aggregate and a \$2,000,000 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Lease.

The commercial general liability additional insured endorsement shall include coverage for Tenant's operations and products and completed operations. In addition, such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

If required by this Lease, the Tenant subletting any part of the work, services or operations awarded to the Tenant shall purchase and maintain, at all times during

prosecution of the work, services or operations under this Lease, an owner's and Tenant's protective liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Tenant's work, service or operations under this Lease. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Tenant's commercial general liability insurance.

a. Professional liability. Tenant will maintain professional liability insurance covering negligent acts, errors, mistakes and omissions arising out of the work or services performed by the Tenant, or any person employed by the Tenant, with a limit of not less than \$1,000,000 each claim.

b. Certificates of insurance. Prior to commencing work or services under this Lease, Tenant shall furnish the town with certificates of insurance, or formal endorsements as required by the Lease, issued by the Tenant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Lease are in full force and effect. All certificates of insurance shall be identified with project title and town's project number (fill in appropriate information).

c. Renewal. If a policy does expire during the life of the Lease, a renewal certificate must be sent to the town thirty (30) days prior to the expiration date.

d. Cancellation and expiration notice. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the town.

17. Damage, Destruction and Condemnation. If the Premises is damaged or destroyed, condemned in whole or in part, or if a governmental order requires removal of the Improvements, Tenant shall have the right to construct, install, operate, and maintain temporary facilities on the Premises, in a suitable location that does not interfere with repair or reconstruction efforts as may be approved by Town at Town's sole and absolute discretion.

18. Environmental Matters.

a. Town Obligations. Town represents that, to the best of Town's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Town agrees that it will provide, at no cost or expense to Tenant, for the removal of any Hazardous Materials if Hazardous Materials are present on the Premises or the Easement prior to the date of this Lease or if Hazardous Materials are brought onto the Premises or Easement by Town, its agents, servants, employees, licensees, invitees or contractors. If after Tenant takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises that were not the responsibility of Tenant, Tenant may terminate this Lease and Tenant shall owe no further duties, obligations or liability to Town.

b. Tenant's Obligations. Tenant shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Tenant shall

not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Communications Facility). Tenant shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Tenant or Tenant's agents, employees or contractors.

As used in this Lease, "Hazardous Materials" shall mean any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

19. Hold Harmless. Tenant agrees to defend, indemnify and hold harmless Town from and against any and all claims, costs (including reasonable attorneys fees) and liabilities arising from Tenant's use or occupancy of the Premises, or from Tenant's performance or failure to perform under this Lease, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises prior to the Commencement date, or thereafter if brought onto the Premises by Tenant or Tenant's agents, employees, licensees, invitees or contractors. Tenant's duty to indemnify Town shall not extend to the negligence of willful misconduct of Town or its agents, employees, licensees, invitees or contractors.

20. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Town:

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

Hand delivery address (if different):

Same

Cc: Town Attorney

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

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: PHNXAZT948;
Cell Site Name: La Canada & Naranja (AZ)
Fixed Asset No: 10107202
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: PHNXAZT948;
Cell Site Name: La Canada & Naranja (AZ)
Fixed Asset No: 10107202
PO Box 97061
Redmond, WA 98073-9761

Or, if sent via nationally recognized overnight courier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site # PHNXAZT948;
Cell Site Name: La Canada & Naranja (AZ)
Fixed Asset No.: 10107202
16331 NE 72nd Way
Redmond, WA 98052-7827

Local contact address:

New Cingular Wireless PCS, LLC
Attn: AZ/NM Network Property Management
20830 N. Tatum Blvd # 400
Phoenix, AZ 85050

21. Title. Town warrants it has the full right, power and authority to execute this Lease and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages.

22. Assignment. Tenant may assign this Lease provided Tenant promptly notifies Town in writing of such assignment and the assignment is subject to the

provisions of this Lease and said assignment is approved by the Town. Further, Tenant may, not grant a security interest in this Lease and the Communications Facility. Tenant shall not mortgage Town's property. Town agrees that Tenant shall have the right to mortgage or convey, by deed of trust, deed to secure debt, or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the leaseholder's interest created hereby, together with all of the Tenant's right, title, and interest in and to the improvements hereinafter constructed, erected, or placed on the Premises by Tenant.

23. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

24. Waiver of Town Lien. Town hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

25. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Lease, Tenant shall occupy the Premises on a month-to-month, subject to all of the terms and conditions of this Lease insofar as consistent with such a tenancy.

26. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

27. Right of First Refusal. Tenant shall have and Town hereby gives and grants to Tenant, the right, at Tenant's option, to purchase the Premises or a portion of the Premises, prior to Town selling the Premises, or any portion of the Premises, to another ("First Refusal Option"). Prior to any sale of the Premises or any portion thereof during the term or any Renewal Term, of this Lease, Town shall give Tenant written notice, including a copy of the fully executed offer received ("First Refusal Notice"). Tenant may choose to exercise its First Refusal Option by giving Town notice of its intention to purchase the Premises (or the portion under offer) within 30 days of receipt of the First Refusal Notice. Tenant's purchase of the Premises under its First Refusal Option shall be on the same terms and conditions as the offer included with the First Refusal Notice, with the exception that, if the offer proposes a property exchange, Tenant may substitute a cash equivalent for the consideration to be given, and Tenant shall not be required to purchase property other than the Premises and may prorate the purchase price of any offer for the Premises and additional property based upon the square footage or acreage of the Premises compared to the total area to be purchased under the offer. If Tenant does not exercise its First Refusal Option by giving notice as set forth above, the First Refusal Option shall expire and Town may proceed to sell the Premises upon the terms set forth in the offer included with the First Refusal Notice, provided the sale closes within six months of the date of that offer and provided the sale shall be subject to the terms of this Lease.

28. Miscellaneous.

a. The prevailing party in any litigation arising under this Lease shall be entitled to its reasonable attorney's fees and court costs.

b. This Lease constitutes the entire agreement and understanding of Town and Tenant, and supersedes all offers, negotiations and other agreements. Any amendments to said Lease must be in writing and executed by Town and Tenant.

c. If either Town or Tenant is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold harmless the other party from any such claims arising from execution of this Lease.

d. Town agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Lease or Tenant's use of the Premises. Tenant shall record the Memorandum of Lease in the form attached as Exhibit "C" hereto executed by all parties and the cost of any recording fees shall be paid by Tenant.

e. This Lease shall be construed in accordance with the laws of the state of Arizona, and the venue for any legal action shall be in the Superior Court of Arizona located in Pima County.

f. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

g. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Lease on behalf of the party indicated.

29. Conflict of Interest. Tenant stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Lease. The provisions of Arizona Revised Statutes, Title 38, Article 5, "conflict of interest of officers and employees," apply to this Lease.

30. Waiver. The failure of either party of this Lease to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Lease shall not be construed as a waiver thereof, a future breach, or subsequent wrongful conduct.

31. Waiver of liability. Neither Town nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the communications facility or vandalism or for any structural or power failures or destruction or damage to the communications facility except to the extent caused by the

negligence or willful misconduct of such party. Notwithstanding anything to the contrary in this Lease, in no event shall Town or Tenant be liable to the other for, and Town and Tenant each hereby waive the right to recover, incidental, consequential (including lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: *Todd E Daoust*
Print Name: TODD E DAoust
Its: SR REAL ESTATE & CONST. MGR.
Date: MARCH 22, 2012

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

On the 22nd day of March in the year 2012 before me, the undersigned, a notary public in and for said state, personally appeared Todd Daoust, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Lauren Richards
Notary Public

My Commission Expires: 1-18-15



EXHIBIT "A"

DESCRIPTION OF PREMISES

Page 1 of 3

to the Agreement dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

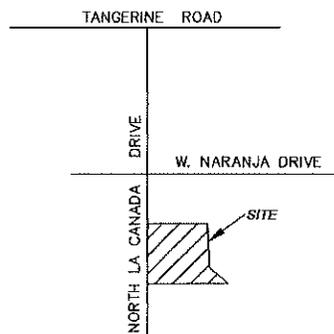
The Premises are described and/or depicted as follows:

LEASE AREA LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11;
THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS EAST, 631.99 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, 75.00 FEET, TO THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE;
THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 109.66 FEET
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 53.45 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 16.00 FEET;
THENCE SOUTH 44 DEGREES 20 MINUTES 17 SECONDS WEST, 14.21 FEET;
THENCE SOUTH 89 DEGREES 09 MINUTES 35 SECONDS WEST, 4.67 FEET;
THENCE NORTH 45 DEGREES 42 MINUTES 02 SECONDS WEST, 12.71 FEET;
THENCE NORTH 44 DEGREES 20 MINUTES 17 SECONDS EAST, 17.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING 274.24 SQUARE FEET.



VICINITY MAP

SCALE: NTS



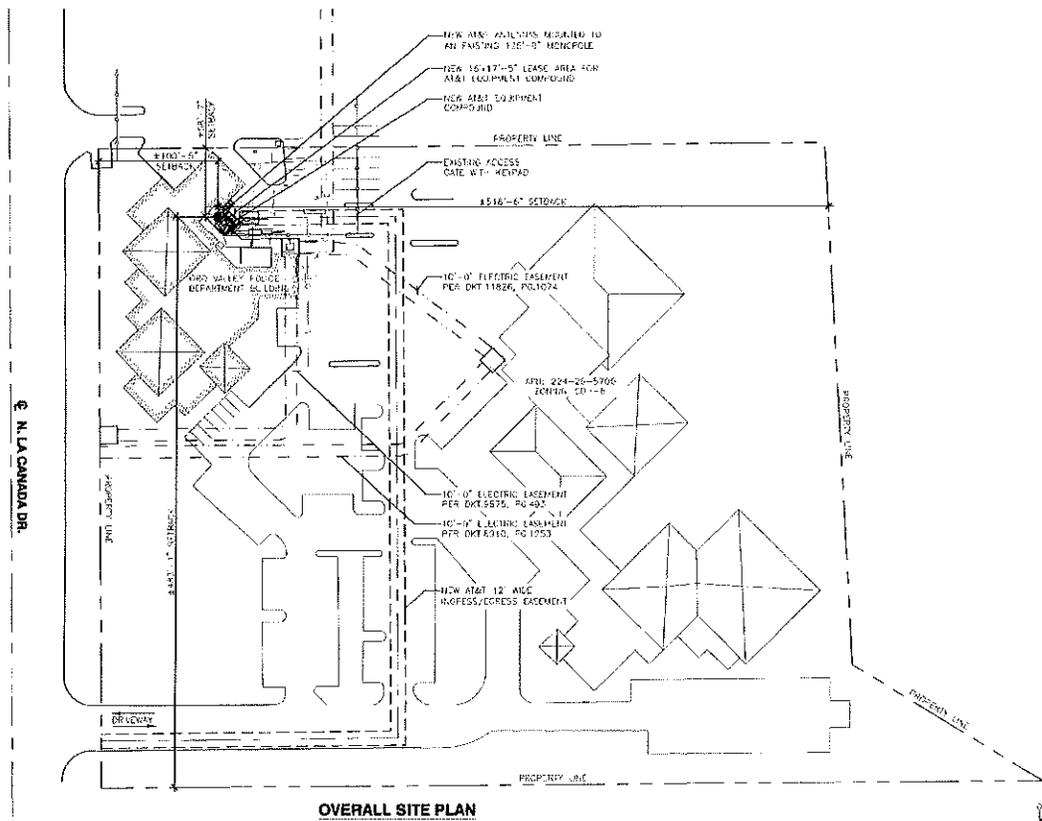
EXHIBIT "A"

DESCRIPTION OF PREMISES

Page 2 of 3

to the Agreement dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

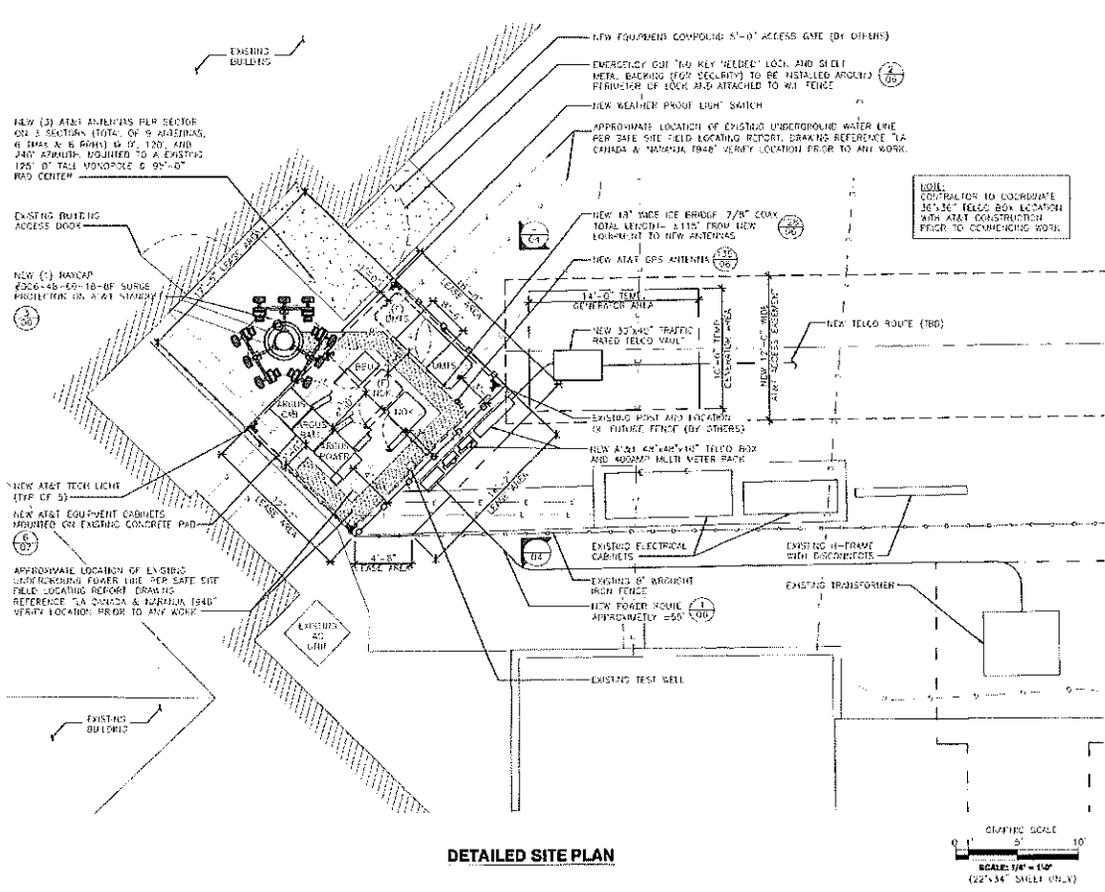
EXHIBIT "A"

DESCRIPTION OF PREMISES

Page 3 of 3

to the Agreement dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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EXHIBIT "B"

DESCRIPTION OF EASEMENTS

Page 1 of 2

to the Agreement dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

ACCESS EASEMENT LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A 12 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS EAST, 631.99 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, 75.00 FEET, TO THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE;

THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 109.66 FEET;
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 53.45 FEET;
THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 8.90 FEET;
THENCE NORTH 89 DEGREES 20 MINUTES 46 SECONDS EAST, 2.84 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 20 MINUTES 46 SECONDS EAST, 132.38 FEET;
THENCE SOUTH 00 DEGREES 32 MINUTES 15 SECONDS EAST, 441.86 FEET;
THENCE SOUTH 89 DEGREES 20 MINUTES 46 SECONDS WEST, 251.14 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE.

UTILITY EASEMENT LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A 3.00 FOOT WIDE EASEMENT FOR UTILITY PURPOSES LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

EXHIBIT "B"

DESCRIPTION OF EASEMENTS

2 of 2

to the Agreement dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 109.66 FEET;
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THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 14.09 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 8.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY WITH A RADIUS OF 2.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45 DEGREES 26 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.59 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 54.52 FEET;
THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 122.28 FEET;
THENCE SOUTH 00 DEGREES 32 MINUTES 20 SECONDS EAST, 230.98 FEET;
THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 13.01 FEET;
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 19.00 FEET;
THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 17.00 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE.

EXHIBIT "C"

A.P.N. 224-26-5700

WHEN RECORDED RETURN TO:

Richard Q. Nye
Richard Q. Nye, Ltd.
9141 E. Hidden Spur Trail, Suite 105
Scottsdale, Arizona 85255
602-424-2691

Space above this line for Recorder's Use

Cell Site No. : PHNXAZT948
Cell Site Name: La Canada & Naranja
Fixed Asset Number: 10107202
State: Arizona
County: Pima

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, having a mailing address of 11000 N La Canada Drive, Oro Valley, AZ 85737 (hereinafter referred to as "Town") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

1. Town and Tenant entered into a certain Communications Site Lease Agreement ("Agreement") on the ____ day of _____, 2012, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Tenant to Town of Tenant's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the

Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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LEASE AREA LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

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THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 16.00 FEET;
THENCE SOUTH 44 DEGREES 20 MINUTES 17 SECONDS WEST, 14.21 FEET;
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THENCE NORTH 45 DEGREES 42 MINUTES 02 SECONDS WEST, 12.71 FEET;
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EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 3

to the Memorandum of Lease dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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ACCESS EASEMENT LEGAL DESCRIPTION: (Continued)

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THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 14.09 FEET TO THE POINT OF BEGINNING;

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 3 of 3

to the Memorandum of Lease dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

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THENCE SOUTH 00 DEGREES 32 MINUTES 20 SECONDS EAST, 230.98 FEET;
THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 13.01 FEET;
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 19.00 FEET;
THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 17.00 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE.

A.P.N. 224-26-5700

WHEN RECORDED RETURN TO:

Richard Q. Nye
Richard Q. Nye, Ltd.
9141 E. Hidden Spur Trail, Suite 105
Scottsdale, Arizona 85255
602-424-2691

Space above this line for Recorder's Use

Cell Site No. : PHNXAZT948
Cell Site Name: La Canada & Naranja
Fixed Asset Number: 10107202
State: Arizona
County: Pima

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, having a mailing address of 11000 N La Canada Drive, Oro Valley, AZ 85737 (hereinafter referred to as "Town") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

1. Town and Tenant entered into a certain Communications Site Lease Agreement ("Agreement") on the ____ day of _____, 2012, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Tenant to Town of Tenant's exercise of the Option, with four (4) successive automatic five (5) year options to renew.

The portion of the land being leased to Tenant (the "Premises") is described in Exhibit I annexed hereto.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the

Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: TODD E DAoust
Its: Sr REAL ESTATE & CONST. MGR.
Date: MARCH 22, 2012

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

On the 22nd day of March in the year 2012 before me, the undersigned, a notary public in and for said state, personally appeared Todd Daoust, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name(~~s~~) (~~is~~) (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument, the individual(~~s~~) or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

Lauren Richards

Notary Public

1-18-15

My Commissions Expires:

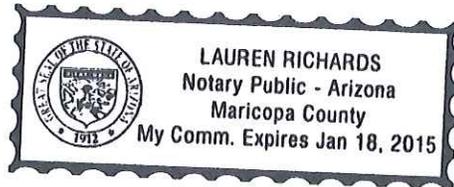


EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated March 22, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

LEASE AREA LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS EAST, 631.99 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, 75.00 FEET, TO THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE;

THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 109.66 FEET

THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 53.45 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 16.00 FEET;

THENCE SOUTH 44 DEGREES 20 MINUTES 17 SECONDS WEST, 14.21 FEET;

THENCE SOUTH 89 DEGREES 09 MINUTES 35 SECONDS WEST, 4.67 FEET;

THENCE NORTH 45 DEGREES 42 MINUTES 02 SECONDS WEST, 12.71 FEET;

THENCE NORTH 44 DEGREES 20 MINUTES 17 SECONDS EAST, 17.44 FEET, TO THE POINT OF BEGINNING.

CONTAINING 274.24 SQUARE FEET.

ACCESS EASEMENT LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A 12 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11;

THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS EAST, 631.99 FEET;

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 3

to the Memorandum of Lease dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

ACCESS EASEMENT LEGAL DESCRIPTION: (Continued)

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, 75.00 FEET, TO THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE;
THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 109.66 FEET;
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 53.45 FEET;
THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 8.90 FEET;
THENCE NORTH 89 DEGREES 20 MINUTES 46 SECONDS EAST, 2.84 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89 DEGREES 20 MINUTES 46 SECONDS EAST, 132.38 FEET;
THENCE SOUTH 00 DEGREES 32 MINUTES 15 SECONDS EAST, 441.86 FEET;
THENCE SOUTH 89 DEGREES 20 MINUTES 46 SECONDS WEST, 251.14 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE.

UTILITY EASEMENT LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

A 3.00 FOOT WIDE EASEMENT FOR UTILITY PURPOSES LYING 3.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11;
THENCE SOUTH 00 DEGREES 32 MINUTES 14 SECONDS EAST, 631.99 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 27 MINUTES 46 SECONDS EAST, 75.00 FEET, TO THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE;
THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 109.66 FEET;
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 53.45 FEET;
THENCE SOUTH 45 DEGREES 58 MINUTES 00 SECONDS EAST, 14.09 FEET TO THE POINT OF BEGINNING;

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 3 of 3

to the Memorandum of Lease dated _____, 2012, by and between Town of Oro Valley, an Arizona Municipal corporation, as Town, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

UTILITY EASEMENT LEGAL DESCRIPTION: (Continued)

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 8.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY WITH A RADIUS OF 2.00 FEET;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45 DEGREES 26 MINUTES 43 SECONDS, AN ARC DISTANCE OF 1.59 FEET;
THENCE NORTH 00 DEGREES 26 MINUTES 43 SECONDS WEST, 54.52 FEET;
THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 122.28 FEET;
THENCE SOUTH 00 DEGREES 32 MINUTES 20 SECONDS EAST, 230.98 FEET;
THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS EAST, 13.01 FEET;
THENCE SOUTH 00 DEGREES 26 MINUTES 43 SECONDS EAST, 19.00 FEET;
THENCE SOUTH 89 DEGREES 33 MINUTES 17 SECONDS WEST, 17.00 FEET TO THE POINT OF TERMINATION ON THE EAST RIGHT-OF-WAY OF LA CANADA DRIVE.



Town Council Regular Session

Item # D.

Meeting Date: 05/02/2012

Requested by: Tobin Rosen

Submitted By:

Stephanie Pella, Human Resources

Department: Human Resources

Information

SUBJECT:

Resolution No. (R)12-22, repealing and replacing Personnel Policy Numbers 11, Discipline, and 18, Grievance Procedures, of the Personnel Policies and Procedures Manual

RECOMMENDATION:

Staff recommends repeal and replacement of Town of Oro Valley Personnel Policy 11, Discipline and Personnel Policy 18, Grievance Procedure. The request to repeal and replace the current policies is due to the extensive changes to these policies that staff recommends.

EXECUTIVE SUMMARY:

Revised Personnel Policy 11, Discipline, reflects closer compliance with federal and state law. The structure of the policy is reorganized to improve the clarity of policy implementation. Revised Personnel Policy 11, Discipline contains: a definition section, specific requirements for levels of responsibility, revisions and additions to the list of conduct requiring discipline for cause, incorporation of Notices of Intent to Discipline or Terminate and congruent time frames.

Revised Personnel Policy 18, Grievance Procedure likewise reflects closer compliance with federal and state law. The structure of the policy is also reorganized to improve the clarity of policy implementation. Revised Personnel Policy 18, Grievance Procedure contains: a definition section, a list of non-grievable issues, examples of grievable issues, grievance rules, informal and formal grievance procedures, and a significant revision to the formal grievance procedure by obtaining a final ruling from an administrative review officer rather than the town manager.

BACKGROUND OR DETAILED INFORMATION:

The current Personnel Policy 11, Discipline, has been revised to incorporate a clearer process for a supervisor or manager to carry out discipline in accordance with state law. The revised policy provides specific procedures with congruent time lines for the employee and supervisor or manager to follow. Employees have certain rights to due process when discipline is considered or implemented. Revised Policy 11, Discipline specifies the legal considerations a supervisor/manager must make when implementing discipline. Investigatory provisions, Notice of Intent to Discipline, Notice of Intent to Terminate and an Opportunity to Respond are all methods included in the policy to ensure an employee's rights are followed while being specific about reasons the employee may be disciplined.

The current Personnel Policy 18, Grievance Procedure, has also been revised to better incorporate provisions in state laws that protect the due process rights of employees. The Town provides employees with an opportunity when appropriate and practical to present work-related complaints and to appeal management decisions and other matters materially and substantively affecting their employment through defined grievance procedures.

The Formal Grievance Procedure is the most significant section of revised Policy 18, Grievance Procedures. The current version identifies the Town Manager as making the final decision, no matter what recommendation is made by the Administrative Review Officer (ARO). The revised version allows the employee an appeal to the Town Manager in step two, and then, if not satisfied, an appeal to the Administrative Review Officer in step three. The revised policy states the ARO's decision is final and any direction associated with the grievance resolution by the ARO shall be implemented.

The revised Policy 18, Grievance Procedure also specifies the selection of an ARO, scope of the ARO authority, ARO review preparation, ARO review and hearing procedures and the ARO's final decision.

Exhibit A is Policy 11, Discipline.

Exhibit B is Policy 18, Grievance Procedure.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to adopt Resolution No. (R)12-22 repealing and replacing Personnel Policy 11, Discipline and Personnel Policy 18, Grievance Procedures.

OR

I MOVE to adopt Resolution No. (R)12-22 with the following amendments or changes.....

OR

I MOVE to deny Resolution No. (R)12-22.

Attachments

Reso 12-22

Exhibit A

Exhibit B

RESOLUTION NO. (R)12-22

A RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA, REPEALING AND REPLACING THE TOWN OF ORO VALLEY PERSONNEL POLICY NUMBERS 11, DISCIPLINE, AND 18, GRIEVANCE PROCEDURES, OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

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

WHEREAS, on April 21, 1999, the Mayor and Council adopted Ordinance No. (O)99-25, "The Town of Oro Valley Personnel Policies and Procedures Code"; and

WHEREAS, on May 16, 2007, the Town repealed Ordinance No. (O)99-35 and adopted the Town of Oro Valley Personnel Policies and Procedures Manual pursuant to Resolution No. (R)07-60; and

WHEREAS, the Town desires to repeal and replace two (2) personnel polices regarding employee relations, Policy 11, Discipline, and Policy No. 18, Grievance Procedures, of the Town of Oro Valley Personnel Policies and Procedures Manual to clarify disciplinary procedures and appeals therefrom; and

WHEREAS, the new Policy 11, Discipline, provides specific procedures for the employee and supervisor/manager to follow when discipline of the employee is considered or implemented; and

WHEREAS, the new Policy 18, Grievance Procedures, is updated to incorporate provisions in state laws and allows an employee to appeal the Town Manager's decision to an Administrative Review Officer; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, that existing Policies 11 and 18 of the Town of Oro Valley Personnel Policies and Procedures Manual are hereby repealed and are replaced with new Personnel Policies 11 and 18, attached to this Resolution as Exhibits "A" and "B" respectively and incorporated herein by this reference.

BE IT FURTHER RESOLVED that if any portion of the manual is found to not be enforceable by a court of competent jurisdiction, that portion shall be declared severable and the remainder of the manual will remain in full force and effect.

PASSED AND ADOPTED by Mayor and Town Council, the Town of Oro Valley, Arizona, this 2nd day of May, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

POLICY 11 DISCIPLINE

SECTION 1. PURPOSE:

In order to correct unacceptable conduct or deteriorating performance, disciplinary actions may be taken by the immediate supervisor of an employee, or the Department Head or Town Manager. Disciplinary actions include, but are not limited to: documented counseling sessions; verbal reprimands; written reprimands; suspensions without pay; probationary periods; demotions; and dismissal from employment. An employee may request a copy of any disciplinary documentation from their supervisor or their personnel file.

The department should take action within (30) working days of the occurrence or discovery of the infraction, unless extenuating circumstances exist including, but not limited to, investigation (s) of wrongful conduct, discrimination/sexual harassment or accident. The disciplinary action will depend on the totality of the circumstances including, but not limited to, the employee’s disciplinary history, recent or similar infraction (s) and the severity of the infraction(s). Specific disciplinary actions are subject to Town grievance procedures.

SECTION 2. DEFINITIONS:

Appointing Authority - The Town Manager or other persons authorized by the Town of Oro Valley to make employment decisions.

Working Days - Monday thru Friday, 8 a.m. – 5 p.m. Holidays recognized by the Town of Oro Valley are not considered working days.

Disciplinary Action – Written reprimand, demotion, suspension, reduction in pay/position or discharge imposed for just cause.

Just cause – Justification to administer discipline to a Town employee when a Town code, policy, procedure, or administrative directive is violated.

SECTION 3. LEVEL OF RESPONSIBILITY:

- A. Responsibility of the Immediate Supervisor (other than Department Heads): Immediate Supervisors shall have the authority to give documented counseling, recommend placing employees on probationary period, and issue either verbal or written reprimands, and to recommend more serious disciplinary action to the Department Head. As needed, written reprimands shall be discussed with the Human Resources Director (or designee) prior to being given.
- B. Responsibility of the Department Head: In addition to the responsibilities of an immediate supervisor, place employees on probationary period and in consultation with the Human Resources Director, the Department Head may authorize suspension without pay for periods up to thirty (30) working days, demote employees within a pay grade or from one pay grade to another or from one classification to another, dismiss employees from Town employment.
- C. Responsibility of the Town Manager: The Town Manager, or designee, may exercise the powers of the Department Head provided for in this section and must be notified of any suspensions without pay, demotions or involuntary dismissals prior to these action being taken by the Department Head. For court employees, the Town Magistrate will exercise the autonomy required to maintain proper separation of powers.
- D. At every level of responsibility, the following shall be considered when implementing disciplinary action for just cause:
 - a. The employee was forewarned of the consequences of his or her actions.
 - b. The violated rule or order reasonably relates to the business efficiency and performance expectations of the Town.
 - c. A thorough, fair and objective investigation was conducted.

- d. The investigation produced substantial evidence or proof of employee's guilt.
- e. The codes, policies, procedures or administrative directives were applied evenhandedly and without discrimination.
- f. The discipline is reasonably related to the seriousness of the conduct and/or performance and the employee's past record.

SECTION 4. CONDUCT OR PERFORMANCE that may REQUIRE DISCIPLINE for CAUSE:

Depending on the seriousness of the situation and surrounding circumstances, including repeated offenses or chronic poor performance, the Department Head may authorize any disciplinary action deemed appropriate. Progressive discipline is not required under Town policies and procedures. Federal and state laws will be kept in consideration when enforcing discipline.

- 1. Dishonesty.
- 2. Falsification of Town documents or records, including application for employment.
- 3. Inefficiency.
- 4. Neglect of duty.
- 5. Unauthorized absenteeism.
- 6. Unauthorized tardiness.
- 7. Malingering.
- 8. Insubordination, including, but not limited to, conduct which is unruly.
- 9. Commission or Conviction of a crime.
- 10. Misuse of Town property.
- 11. Failure to perform job duties and responsibilities.
- 12. Failure to maintain minimum qualifications for position.
- 13. Incompetence.
- 14. Engaging in prohibited political activities.
- 15. Discrimination or failure to abide by Equal Employment Opportunity regulations.
- 16. Any action, on or off the job that brings discredit to the Town.
- 17. Possessing, dispensing, or being under the influence of alcohol, a narcotic, barbiturate, marijuana, or a tranquilizing or hallucinogenic drug, while on duty, except in accordance with medical authorization or in the lawful performance of the employee's regular assigned duties.
- 18. Violation of any Town codes, policies, procedures, administrative directives, ordinances, or State or Federal law.
- 19. Negligence.
- 20. Sexual or other workplace harassment.
- 21. Fraud in securing appointment or securing or attempting to secure worker's compensation benefits.
- 22. Discourtesy to another employee or member of the public.
- 23. Any other reason deemed valid by Town Administration.

SECTION 5. TYPES of DISCIPLINE:

- A. Documented Counseling Session with or without Verbal Reprimand: meetings between the employee and immediate supervisor or Department Head, for the purpose of improving conduct or performance that has begun to show the need for corrective action. Counseling sessions may include a reprimand communicated verbally or in writing to the employee by the immediate supervisor to specify conduct or performance that does not meet expectations. The session is documented to indicate date and nature of the concern, and any improvement actions agreed upon. The document will be kept by the supervisor or department head in accordance with Arizona Public Record laws and a copy provided to the employee. Normally, the document does not become part of the Town personnel file unless improvement is not made, however, reference to the counseling session or need for improvement may be included in the annual performance appraisal or if further disciplinary action occurs.
- B. Written reprimand: communicated in writing to an employee from an Appointing Authority. The written reprimand shall specify:
 - 1) the conduct or performance that does not meet expectations,

- 2) the impact of the unacceptable conduct or performance,
- 3) future expectations to improve the conduct or performance, and
- 4) potential future actions/outcomes in the event the employee is unable or unwilling to improve as expected.

The written reprimand document is placed in the official Town personnel file and retained in accordance with the State of Arizona Records Retention and Disposition Schedule. A Written Reprimand requires an Appointing Authority to provide a Notice of Intent to Discipline – Non-Dismissal in accordance with SECTION 8.

- C. *Probationary Period*: a period of time during which an employee's conduct or performance on the job will be closely evaluated for needed improvement in order to meet expectations, as opposed to an Introductory Period. A probationary period is normally imposed in response to repeated unacceptable conduct or the inability to improve performance to an acceptable level. Probationary periods will be for no less than (30) working days and no more than 6 months. The probationary period will be communicated to the employee in writing, with the notice retained in the personnel file in accordance with the State of Arizona Records Retention and Disposition Schedule. The notice will include:
- 1) a document (normally a written reprimand), to communicate the need for improvement during the probationary period;
 - 2) a performance improvement plan, including resources or other measures available to assist the employee in successfully completing the probationary period.
 - 3) an explanation of the consequences if adequate improvement is not demonstrated.
- D. *Suspension*: a period of suspension from work without pay for up to (30) working days. Suspensions shall be accompanied by written notification of the reason for the suspension. Such written notice will be kept in the personnel file and retained in accordance with the State of Arizona Records Retention and Disposition Schedule. A Suspension requires a Notice of Intent to Discipline – Non-Dismissal in accordance with SECTION 8.
- E. *Demotion*: involuntary reassignment of the employee to a position in a lower level classification than the current job, more suitable to their abilities based on inability or unwillingness to meet the expectations of the current job classification. An involuntary Demotion requires a Notice of Intent to Discipline – Non-Dismissal in accordance with SECTION 8.
- F. *Dismissal*: involuntary termination of the employee from employment with the Town. The employee will be provided with an opportunity to grieve the dismissal in accordance with SECTION 7 and as outlined in the Town grievance policy. A dismissal requires a Notice of Intent to Dismiss in accordance with SECTION 8.

SECTION 6. INVESTIGATORY SUSPENSION:

An Appointing Authority may suspend an employee with pay to effect an investigation or resolution of conduct. The Department Head, Human Resources Director and Town Manager must be notified of such investigatory suspensions before taking action if possible or within 24 hours if not possible due to the seriousness or expediency of the situation. Investigatory Suspension with pay is not a disciplinary action and is not subject to the Town's grievance procedure. The employee shall be contacted by the Human Resources Director, or designee, on or before the expiration of five (5) working days from when the investigatory suspension began, with information about the investigation and any further actions to be taken at that time.

Upon consultation with the Human Resources Director and with the approval of the Town Manager, a paid administrative suspension may be extended.

SECTION 7. INVESTIGATORY PROVISIONS

- A. If an employee or the Appointing Authority or designee reasonably believes that an investigation interview could result in suspension, demotion or dismissal, the employee may request to have a representative present.

- B. An interview does not have to be stopped in order to issue another Intent to Discipline or Dismiss based on allegations or information provided by the employee during the interview.
- C. The Appointing Authority or designee does not have to disclose any fact to the employee that would impede the investigation.
- D. An Intent to Discipline or Dismiss does not apply to an interview of the employee that is:
 - 1. In the normal course of duty, counseling or instruction or an informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other Appointing Authority.
 - 2. Preliminary questioning to determine the scope of the allegations or if an investigation is necessary.
 - 3. Conducted in the course of a criminal investigation.

SECTION 8. NOTICE OF INTENT to DISCIPLINE and OPPORTUNITY TO RESPOND:

A. Issuing Notice of Intent to Discipline

Prior to a Appointing Authority taking any disciplinary action involving a written reprimand, suspension without pay, involuntary demotion or dismissal of an employee, a Notice of Intent to Discipline or Dismiss, which includes Exhibit A will be issued to the employee informing the employee of his/her opportunity to present a written response and/or meet in person with the Appointing Authority at a scheduled time, date and place prior to imposing the disciplinary action, specifically referred to as the pre-discipline meeting.

The Notice of Intent will be issued accordingly:

- a. Non-Dismissal: At least two (2) working days in advance of the pre-discipline meeting.
- b. Dismissal: At least seven (7) working days in advance of the pre-dismissal review meeting. The employee will be placed on investigatory leave with pay from the time the Notice of Intent to Dismiss is issued until the pre-dismissal meeting.

B. Opportunity to Respond (Pre-Discipline Meeting)

The Appointing Authority schedules a pre-discipline meeting with the employee in accordance with Section 8.A. to provide the employee an opportunity to respond. The pre-discipline meeting with the Appointing Authority is not an adversarial hearing. The employee may respond in writing or in person to present reasons, along with information and documentation to refute the proposed disciplinary action. If the employee is accompanied by a representative, the representative's role is limited to consulting and advising the employee. The representative will be permitted to ask clarifying questions of the employee and present a statement on behalf of the employee.

The Appointing Authority must give proper consideration to the employee's written and/or oral response provided in the pre-disciplinary meeting, along with supporting information and documentation. Failure of an employee to submit a written response or appear at the pre-discipline meeting will constitute a waiver of the opportunity to respond and the proposed discipline will be imposed.

C. Notice of Decision

After the scheduled pre-discipline meeting, the Appointing Authority's decision shall be documented in the Notice of Decision and the copy provided to the employee within two (2) working days of the pre-discipline meeting. The original Notice of Decision and personnel action must be completed and include required signatures to be submitted with the final disciplinary packet to the Human Resources Department. Final Notice of Decision must be given before the employee may grieve the discipline.

Attachments:

- A - Notice of Intent to Discipline
- B - Notice of Intent to Dismiss
- C - Notice of Decision



Notice of Intent to Discipline (Non-Dismissal)

Employee Name	Department / Division	Date

YOU ARE HEREBY notified that the _____ Department intends to impose discipline as follows: _____.

Reasons for the proposed disciplinary action are stated in “Exhibit A” (attached)

NOTICE OF MEETING – In accordance with Town policies and regulations, you have an opportunity to meet with the Appointing Authority or designee to present reasons why the proposed disciplinary action should not occur. A meeting has been scheduled for:

DATE:

TIME:

PLACE:

NOTICE OF YOUR OPPORTUNITY TO RESPOND – You are entitled to present reasons, along with information and documentation, to refute the proposed disciplinary action at the meeting. The meeting with the Appointing Authority or designee is not an adversarial hearing. If you are accompanied by a representative, the representative’s role is limited to consulting and advising you directly. The representative will be permitted to ask you to clarify your statement and/or present a statement on your behalf.

If you do not wish to be present at the meeting, you may respond in writing and present any supporting information and documentation. This written response must be received by the Appointing Authority or designee prior to or at the scheduled meeting for consideration.

Failure to appear at the meeting or submit a written response will constitute a waiver of the opportunity to respond.

Date Served	How Served	By whom

I, _____ received a copy of this notice.
Employee Signature

Appointing Authority or designee signature

Date

If you are disciplined, you may appeal pursuant to the Town Grievance policy.



Notice of Intent to Dismiss

Employee Name	Department / Division	Date

YOU ARE HEREBY notified that the _____ Department intends to dismiss you from the Town. The dismissal is based on the following: _____.

See attached “Exhibit A”

NOTICE OF MEETING – In accordance with Town policies and regulations, a pre-dismissal meeting has been scheduled by the Appointing Authority or designee on:

DATE:

TIME:

PLACE:

NOTICE OF YOUR OPPORTUNITY TO RESPOND – You are entitled to present reasons, along with information and documentation, to refute the proposed dismissal at the meeting. The meeting with the Appointing Authority or designee is not an adversarial hearing. If you are accompanied by a representative, the representative’s role is limited to consulting and advising you directly. The representative will be permitted to ask you to clarify your statement and/or present a statement on your behalf.

If you do not wish to be present at the meeting, you may respond in writing and present any supporting information and documentation. This written response must be received by the Appointing Authority or designee prior to or at the scheduled meeting for consideration.

Failure to appear at the meeting or submit a written response will constitute a waiver of the opportunity to respond.

Date Served	How Served	By whom

I, _____ received a copy of this notice.
Employee Signature

Appointing Authority or designee signature

Date

If you are dismissed, you may appeal pursuant to the Town Grievance policy.



Notice of Decision

Employee Name	Department / Division	Date

After review and consideration of all information provided at the pre-disciplinary review meeting and/or submitted in writing on _____ and the information set forth in "Exhibit A", the decision is as follows:

- Discipline will be issued as proposed in the Notice of Intent effective _____.
- Other _____.

GRIEVANCE RIGHTS:

Disciplinary action may be appealed pursuant to the Town Grievance Policy. The Grievance must be submitted in writing within ten (10) working days from the date of receiving the decision.

Date Served	How Served	By whom

I, _____ received a copy of this notice.
Employee Signature

Appointing Authority or designee signature

Date

EXHIBIT “B”

POLICY 18 GRIEVANCE PROCEDURES

SECTION 1. PURPOSE:

The Town of Oro Valley provides employees with an opportunity when appropriate and practical, to present work-related complaints, and to appeal management decisions and other matters materially and substantively affecting his or her employment, through defined grievance procedures, unless specifically excluded from this policy as outlined in Section 3.

SECTION 2. DEFINITIONS:

Grievant – Town of Oro Valley employee filing the grievance.

Grievance – an employee’s formal disagreement concerning any grievable disciplinary actions, interpretation or application of work-related policy by management materially and substantively affecting his or her employment.

Administrative Review Officer – An individual who possesses personnel experience that is selected in accordance with Town procurement policies to review, investigate and provide a decision(s) to a specific grievance.

Working days – Monday thru Friday, 8 a.m. – 5 p.m. Holidays recognized by the Town of Oro Valley are not considered working days.

Investigative File – Town of Oro Valley’s complete report and any attachments detailing the incidents leading to the grievance.

SECTION 3. NON-GRIEVABLE issues:

- A. Any matter on which the Town is without authority to act.
- B. The evaluation of an employee’s performance.
- C. Content or structure of Classification or Pay Plans, or benefit programs. Individual compensation is not a grievable issue.
- D. Extension of an introductory period.
- E. Selection, assignment and/or reassignment to special positions by the Chief of Police or Town Manager.
- F. Matters involving municipal finance or budgetary issues.
- G. Any matters specifically reserved to the discretion of management, including scheduling, assignment of additional duties to a particular position, and other operational policy and procedural matters.
- H. Employment Status (e.g., status such as intermittent, permanent, temporary, seasonal, elected, introductory, grant-funded).

SECTION 4. EXAMPLES of GRIEVABLE issues:

- A. Unfair application of Town guidelines, policies, or procedures to the material and substantial detriment of an employee;
- B. Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
- C. Discrimination because of race, national origin, sex, handicap or veteran status, age, religion, or sexual orientation; and

- D. Improper or unfair administration of employee benefits or conditions of employment, such as vacations, fringe benefits, promotions, retirement, holidays, or seniority.
- E. Suspension without pay, demotion or dismissal, in which event the grievance procedure shall begin with SECTION 7, Step 2, Appeal to the Town Manager or designee, as set forth below.

SECTION 5. GRIEVANCE RULES:

- A. The grievance procedure is the sole internal remedy for employees with appropriate grievances. Employees are not penalized for proper use of the grievance procedure; however, they may not abuse the procedure by raising grievances in bad faith, solely for the purpose of delaying other disciplinary action, for purposes of harassment, or by repeatedly raising grievances that reasonable judgment would deem have no merit.
- B. At all steps in the process, information concerning an employee's grievance is to be held in the strictest confidence as may be allowed by state law. Supervisors, Department Heads and others are cautioned that they must investigate and discuss grievances only with those individuals who have a "need to know", and/or who supply information necessary to the investigation.
- C. The time limits specified in any step of the grievance process may be extended to a definite date by written agreement of the parties involved, or by the Administrative Review Officer, upon written request demonstrating good cause. A decision becomes binding on all parties whenever the Grievant does not file a timely appeal.
- D. Employees may request the assistance of other parties in preparing and presenting an appeal at any level of review, and reasonable amounts of work time (as determined by the appropriate Department Head/Town Manager or designee) may be spent in conferring about and presenting the appeal. If legal counsel is retained by the Grievant, all costs and attorney fees are the sole responsibility of the Grievant and will under no circumstances be paid by the Town.
- E. Appeals which are negated or resolved through the failure of the Grievant to meet deadlines cannot be reinstated. Once grievance procedures are completed, appeals are not subject to further review within the confines of this internal process.
- F. During and following completion of the grievance process, department managers and supervisors shall ensure the Grievant does not experience any retaliation for having pursued the grievance.
- G. During and following completion of the grievance process, department managers and supervisors shall ensure any witnesses do not experience any retaliation for having participated in the grievance review.

SECTION 6. INFORMAL GRIEVANCE PROCEDURE:

An employee who has a work-related problem or complaint should first try to resolve it through discussion with their immediate supervisor. If, after this discussion, the employee does not believe the problem has been satisfactorily resolved, the employee should discuss it with the Department Head and/or the Human Resources Director (or designee). Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If an acceptable solution is not reached through the informal procedure within 30 working days of the initial disclosure to their immediate supervisor, a formal grievance may be pursued in accordance with SECTION 7 of this policy.

SECTION 7. FORMAL GRIEVANCE PROCEDURE:

Employees who feel they have an appropriate formal grievance should proceed as follows:

A. Step One, Written Grievance: Within ten (10) working days of the incident, or being made aware of the incident; or within ten (10) working days of the close of the “Informal Grievance Procedure” as described in Section 6 above, the employee shall bring the grievance to the attention of the Department Head in the form of a written appeal. The appeal shall include a statement of the grievance, any prior (informal) action taken to try to remedy the problem, and any resolution, remedy or outcome sought by the Grievant. The Department Head shall investigate the grievance, attempt to resolve it and provide a written decision to the Grievant within ten (10) working days of receipt. If the grievance involves the Department Head or a disciplinary action taken by the Department Head, proceed immediately to Step Two.

B. Step Two, Appeal to Town Manager: If the Grievant is not satisfied with the Department Head’s decision, he/she may appeal it to the Town Manager. The Town Manager may appoint a designee. Such an appeal must be submitted in writing to the Town Manager within ten (10) working days of the Department Head’s decision. The appeal must include copies of the original written appeal (if applicable) and any documentation the Grievant wishes the Town Manager or designee to consider. The Town Manager or designee shall confer with others as required, investigate the appeal, and communicate a decision in writing to all concerned parties within ten (10) working days in receipt of the appeal. In order to properly track and account for the response, the Town Manager’s or designee’s decision shall be sent by certified mail, with return receipt, to the Grievant’s personal mailing address.

C. Step Three, Appeal to the Administrative Review Officer (ARO): If the Grievant is not satisfied with the decision of the Town Manager or designee, he/she may appeal to an ARO. To do so, within (10) working days from receipt of the Town Manager’s or designee’s decision (as reflected on the return receipt from the post office), the Grievant must submit all previous correspondence and documentation concerning the matter, along with a written request for an ARO review and any additional statements or documentation he/she would like considered in the review to the Human Resources Director. The Town Attorney will receive copies.

SECTION 8. ADMINISTRATIVE REVIEW OFFICER PROVISIONS:

A. *Selection:* The ARO shall be selected through the Town procurement process. Potential ARO’s shall be Attorneys, Arbitrators or former Judges. The selected ARO must possess personnel experience.

The ARO is not qualified to review a grievance if a conflict of interest exists. In any appeal, the Town of Oro Valley or the Grievant may request a change of ARO. The request must be granted the first time. Any subsequent requests may be granted only on a showing that a fair and impartial review cannot be obtained due to the prejudice of the assigned ARO. The Human Resources Director, with the consultation of the Town Attorney, shall decide whether a showing of prejudice has been made.

B. *Scope of ARO Authority:* The ARO shall review the facts related to a specific grievance, the facts or issues contested by the Grievant, and the basis for the management action that led to the filing of the grievance.

The Director of Human Resources, or designee, will ensure that the ARO has access to all information necessary to conduct the review. While the ARO will have the authority to interview Town employees, supervisors and managers, the Director of Human Resources shall ensure that the ARO limits its review to the specific grievance.

The ARO may request to review personnel files and related personnel records of the employee(s) involved in the grievance, if appropriate to the specific incident. All requests to review an employee personnel file must be submitted to the Director of Human Resources with justification.

All information obtained by the ARO must be treated in a confidential manner and cannot be shared with any other employee or individual outside of the grievance process. At the conclusion of the ARO review, all documents, notes and files shall immediately be returned to the Director of Human Resources.

C. *ARO Review Preparation:* The ARO shall order a review to be held not more than thirty (30) working days from the day the request for appeal to the ARO is submitted to the Human Resources Director. Not less than

ten (10) working days prior to the review date, the Grievant shall submit to the ARO, and disclose to the Town Attorney, a position statement setting forth the arguments, potential witnesses and evidence they anticipate will be introduced for the review. All documentation that the Grievant intends to present or rely upon for the ARO review shall be attached to the position statement. Not less than ten (10) working days prior to the review, the Town Attorney shall submit to the ARO, and disclose to the Grievant, a responding position statement including potential witnesses and evidence to be introduced or relied upon during the ARO appeal process. The Town shall make Town employees available at the review so long as such requests are made not less than seven (7) working days before the review.

- D. *ARO Review and Hearing Procedures:* The Grievant bears the burden of proof that the Town's actions were contrary to Town policy or law, or were otherwise unfounded or wrongful. Technical rules of evidence do not apply other than privileges recognized by Arizona law. The review shall be recorded and the record may be transcribed upon request. The party requesting transcription shall be responsible for any costs incurred. Unless requested otherwise by the Grievant, reviews and hearings are conducted privately.

The review shall proceed as follows:

1. The ARO will gather evidence and perform an investigation.
2. The grievance review should be conducted in a non-adversarial atmosphere. All testimony will be given under oath or affirmation.

The hearing shall proceed as follows:

1. The ARO will begin the hearing by introducing all parties, summarizing the issues, and identifying relief requested and outline the review sequence.
2. The only people present during the grievance hearing shall be the ARO, the Grievant and their representative (if applicable), The Town of Oro Valley representative and any witnesses the ARO requests be present.
3. The Grievant will present their evidence that the findings should be changed. Then, the Town, through its representative, shall present their evidence and support findings.
4. Each witness for the Town of Oro Valley and the Grievant may only be questioned by the ARO.
5. The Grievant or his/her representative then may make comments or closing remarks.
6. The Town's representative may make comments or closing remarks.
7. The ARO is authorized to continue the grievance review for ten (10) working days to allow for additional witnesses or evidence to be presented.
8. When both sides have been heard, the ARO will assess the testimony of the witnesses and evidence presented during the review and hearing.

- E. *ARO Decision:* At the conclusion of the review and hearing, the ARO shall render a decision within fifteen (15) working days of the hearing. The ARO may order that the action of the Town stand, that a lesser action or consequence be imposed, and/or that some or all of the relief requested by the Grievant be granted. Except when the decision affirms the dismissal of an employee, the Grievant's pension and seniority rights shall not be affected by the decision. If the ARO orders to reinstate an employee who has been suspended or discharged, they shall specify as part of their decision whether the employee shall receive back pay for all or part of any time lost as a result of Town action. Copies of the written recommendation shall be sent to the Town Attorney, Human Resources Director and the Grievant. The

ARO's decision is final and there are no additional appeals available through the Town's grievance process. Any ARO direction associated with the grievance resolution is to be implemented as quickly as possible.



Town Council Regular Session

Item # E.

Meeting Date: 05/02/2012

Requested by: Stacey Lemos

Submitted By:

Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

Resolution No. (R)12-23, approving a Memorandum of Understanding between Public Safety Employees and the Town of Oro Valley pursuant to Chapter 4, Section 4-1-8 of the Town Code, Public Safety Employee Relations and Processes

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Presented herein is the Memorandum of Understanding (MOU) between the Town and the Town's Public Safety Employee Group that has been mutually agreed upon and signed by members of both negotiating groups. Upon approval, this MOU will be effective for the following two fiscal years, July 1, 2012 through June 30, 2014. This is the first time that the Town and the Public Safety Employee Group have mutually agreed to a multi-year MOU.

The MOU and related attachments (please see Exhibit A) were developed by the Public Safety Negotiation Committee (PSNC) and the Management Negotiation Committee (MNC) after a series of meetings over the past few months. Both parties are in agreement as to the terms and conditions that are contained herein.

BACKGROUND OR DETAILED INFORMATION:

In 2004, the Town Council adopted Ordinance No. (O)04-28 which established a "Meet and Confer" process for public safety employees. This Ordinance was modified in November 2005 by Ordinance No. (O)05-44 (please see attached) which refined and clarified some of the language in the original ordinance.

The PSNC's representation is determined by eligible employees within the Police Department and includes "police officers with a rank of sergeant and below and non-exempt civilian employees." The following members of the Police Department negotiated the MOU on behalf of the Public Safety Employee Group:

- Kevin Mattocks, Police Officer
- Michael Bott, Police Officer
- Marshall Morris, Police Officer
- Zach Pierce, Police Officer

The MNC membership was assigned by the Town Manager and includes the following employees:

- Stacey Lemos, Finance Director
- Jason Larter, Police Commander
- Brian Garrity, Procurement Administrator

The MNC negotiated with concurrence and guidance from the Town Manager, Police Chief, Town Attorney and Acting HR Director.

The significant area of change resulting from the meet and confer process this year is the recommended approval of a 2-year MOU providing a 2.5% cost of living adjustment (COLA) for all employees effective July 1, 2012 for FY 2012/13, and reinstating step/merit increases for employees in FY 2013/14.

The negotiating teams mutually agreed to a step/merit implementation plan that involves providing a step/merit increase on 7/1/13 for those eligible employees whose anniversary dates fall between and inclusive of 7/1/13 and 12/31/13; and on 1/1/14 for those eligible employees whose anniversary dates fall between and inclusive of 1/1/14 and 6/30/14 of that fiscal year to shorten the wait time for those employees whose anniversary dates fall later in the fiscal year, which was a concern for the PSNC during negotiations. Town employees have not received merit/step increases since FY 2008/09.

As part of fulfilling the Town Council's goal of investing in Town employees, management recommends the reinstatement of the step plan along with a modest merit increase ranging from 2% to 3.5% for non-step plan employees in the second year of the MOU, FY 2013/14. A similar merit increase would also be recommended for the rest of Town staff not represented by this Memorandum of Understanding during FY 13/14 as well. This provides the Town approximately 14 months to plan accordingly for the budgetary impact of those pay increases, which has been incorporated into the Town's 5-year financial forecast for the General Fund.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. (R)12-23 Approving a Memorandum of Understanding Between Public Safety Employees and the Town of Oro Valley Pursuant to Chapter 4, Section 4-1-8 of the Town Code, Public Safety Employee Relations and Processes.

Attachments

Reso 12-23

2 Yr MOU with Attachments

Meet and Confer Ordinance 05-44

RESOLUTION NO. (R)12-23

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC SAFETY EMPLOYEES AND THE TOWN OF ORO VALLEY PURSUANT TO CHAPTER 4, SECTION 4-1-8 OF THE TOWN CODE, PUBLIC SAFETY EMPLOYEE RELATIONS AND PROCESSES

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

WHEREAS, the Town of Oro Valley is committed to the development and continuation of harmonious and cooperative relationships with all of its employees; and

WHEREAS, the Town recognizes the right of public safety employees to join employee associations which comply with the laws of Arizona and to present proposals and testimony to the Town Council, and not to be discharged, disciplined or discriminated against because of the exercise of those rights; and

WHEREAS, the continued smooth operation of the Police Department is of great benefit to the residents of Oro Valley and the general public; and

WHEREAS, in 2004 the Town Council adopted Ordinance No. (O)04-28 which enacted Town Code Chapter 4, Section 4-1-8, Public Safety Employee Relations and Processes, establishing a meet and confer process for public safety employees and the Town, and the Town Council refined this process through Ordinance No. (O)05-44 on November 2, 2005; and

WHEREAS, the Memorandum of Understanding, attached hereto as Exhibit "A" and incorporated herein by this reference, was negotiated between the Public Safety Negotiation Committee and the Town's Management Negotiation Committee in accordance with Chapter 4, Section 4-1-8, Public Safety Employee Relations and Processes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Memorandum of Understanding, attached hereto as Exhibit "A", between the Town of Oro Valley and Public Safety Employees is hereby approved.

BE IT FURTHER RESOLVED that the Agreement, attached as Exhibit "A", shall be effective for the period of July 1, 2012 through June 30, 2014.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 2nd day of May, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

EXHIBIT “A”

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY EMPLOYEES
AND THE
TOWN OF ORO VALLEY
FOR THE PERIOD JULY 1, 2012 TO JUNE 30, 2014**

This Memorandum of Understanding exists between the Town of Oro Valley and the Public Safety Employee Group as provided for in Town of Oro Valley Ordinance (O) 05-44. We recognize the primary interest of all parties is to provide excellent service through partnerships that build trust, prevent crime and promote a safe environment to enhance the quality of life within our community. This Memorandum addresses the fact that the Town strives to provide for working conditions, wages and benefits in a consistent manner, as outlined in the Town of Oro Valley Personnel Policies and Procedures, while recognizing that there are additional considerations related to specific job positions. This Memorandum of Understanding will address those considerations and/or clarifications as they pertain to job positions of the Public Safety Employee Group.

Compensation

Police officers, police officers assigned as lead officers, detectives, sergeants, dispatchers, dispatchers assigned as lead dispatchers, communications supervisors, records specialists, records supervisors, property forensics technicians, and lead information technician/forensic technicians are compensated pursuant to a Step Pay Plan (Attachment A) as approved by the Town Council for each fiscal year. These members, whose annual performance appraisals are approved by the Chief of Police, and whose performance appraisals indicate acceptable performance by at least meeting requirements/expectations in accordance with the current appraisal system ratings in effect at the time will be compensated at the next higher step plan rate for the position if approved by the Town Council each fiscal year.

Office assistants, office specialists, receptionists, crime analysts, senior office specialists, and police administrative service managers are compensated pursuant to Town of Oro Valley Personnel Policies and Procedures, Policy 6-Classification, Policy 12-Compensation and Policy 13-Pay Adjustments. These members receive annual merit increases based on the summary of all factors rated in annual performance reviews approved by the Chief of Police in accordance with the current Town of Oro Valley performance evaluation procedure in effect at the time and the list of Job Classifications in salary grade order detailing salary ranges (Attachment B) if such merit increases are approved by Town Council each fiscal year.

An annual adjustment may be authorized by the Town Council each fiscal year. In the event an annual adjustment is authorized, such adjustment will be applied to employees on the step pay plan and to employees on the salary grade plan.

Members assigned as motor officers, school resource officers, field training officers and canine handlers will be compensated with an additional \$40 per week (\$80 per bi-

weekly pay period) "special assignment" pay. Additional assignments may be included for assignment pay at the direction of the Chief of Police.

Police officers assigned as investigators in the Detective Unit of the Oro Valley Police Department will be compensated at the detective pay rate commensurate with the step reached through years of service as police officers. Detectives and police officers assigned as investigators in the Detective Unit of the Oro Valley Police Department will receive annual performance reviews and compensation step increase consideration based on the anniversary date of their assignment as sworn police officers.

Members will receive additional on-call pay at a rate of \$1.00 per hour in accordance with Town of Oro Valley Personnel Policies and Procedures, Policy 28-On-Call and emergency Call-Out Pay.

Members will receive shift differential pay at a rate of \$1.00 per hour for regular scheduled hours worked between the hours of 1800 and 0600 hours. It is the *member's responsibility* to indicate hours subject to shift differential on payroll time sheets when the time sheets are submitted. If a member works a shift that includes hours subject to shift differential pay as a result of a shift trade with another member, the member who was scheduled to work that time will receive the shift differential pay. Members must keep this in mind when they work out a shift trade with another member.

Members will be compensated with overtime pay at a rate 1.5 times their regular hourly rate or accrue compensatory time pursuant to Town of Oro Valley Personnel Policies and Procedures, Policy 14-overtime. Paid leave time may be considered part of a member's normal work period for the calculation of overtime compensation as long as the paid leave time is not the same shift day as that for which overtime compensation is requested. However, if the member was called out during hours other than the member's regular hours of work on a day where paid leave time was used for normal work hours they may receive overtime compensation for the time worked related to the call out.

Members who are called into work during hours other than the member's regular hours and/or days of work shall be compensated by two hours of overtime or the actual time spent working whichever is greater. If the member is called into work within 60 minutes of the completion of the member's normal work period, the member shall be compensated for overtime from the end of his or her normal work period until the member completes the assignment, is no longer required, or goes off-duty. If a member's normal work period begins within the two hour period of being called into duty, the overtime shall be compensated from the call in time to the beginning of the normal work period.

Members who are required to attend any pretrial hearing, Motor Vehicle Division hearing, civil or criminal trial to carry out the member's departmental duty during hours other than the member's regular hours and/or days of work shall be compensated by three hours of overtime or the actual time spent in attendance, whichever is greater. If the attendance is required within 60 minutes of the member's normal work period, the member shall be compensated for overtime from the end of his or her normal work

period to the end of the required appearance. If a member's normal work period begins within the three hour period of a required appearance, the overtime shall be compensated from the appearance time to the beginning of the normal work period. Members who are required to attend additional hearings or trials in one day shall not receive a second minimum 3-hour period of overtime compensation unless the additional appearance is required more than 60 minutes from the end of the three hour period or release from previous required appearance, whichever is later.

Members in certified peace officer positions, dispatchers, dispatchers assigned as lead dispatchers, communications supervisors, and forensic technicians will be compensated for a 30 minute meal period as part of their regular work period as long as these members remain available to immediately respond to provide service when necessary during the meal period.

Either Party can initialize negotiations by notifying the other Party in writing.

For the Fiscal Year 2012/2013, a 2.5% COLA shall be effective on July 1, 2012 for all Town Employees. For the Fiscal Year 2013/2014, step and merit increases will be initiated on the following schedule:

1. Step increases effective July 1, 2013 for those employees whose anniversary dates fall between and inclusive of July 1, 2013 and December 31, 2013.
2. Step increases effective January 1, 2014 for those employees whose anniversary dates fall between and inclusive of January 1, 2014 and June 30, 2014.
3. Employees not in the step system will receive a merit increase ranging from 2% up to 3.5% of current salary to be based upon the results of employee performance reviews given during FY 2012/2013.

Work schedules

Members' work week will remain flexible and assigned by Department management to best meet the needs of the Town. Job descriptions are available for all members' positions; these descriptions may further define work schedules.

Work schedules for uniformed patrol assignments will be four consecutive days of ten hours with a regularly scheduled minimum of ten hours rest period between shifts. Adjustments to the regular work schedule may be made by supervisors to address court appearances, training requirements, deployment shortages, regular shift change conflicts, and other special needs of the member or department. The basic four consecutive days of ten hours scheduling for uniformed patrol assignments will only be changed through direction of the Chief of Police based on critical need to provide service.

Retirement Benefits

Members eligible for the Public Safety Personnel Retirement system (P.S.P.R.S. 20 year retirement plan for certified peace officers) shall contribute a percentage of their salary and the Town shall contribute an additional percentage of the member's salary as outlined in the Arizona Revised Statutes. Percentages may fluctuate annually depending on actions of the State of Arizona.

Members who elect to "drop" in the Public Safety Personnel Retirement system receive an additional percentage contribution of the member's salary from the Town commensurate with the current rate of employer contribution for Arizona State Retirement System members (which percentages may fluctuate annually depending on actions of the State of Arizona) into a "457" deferred compensation plan for the member.

Members eligible for the Corrections Officer Retirement Plan (C.O.R.P. 25 year retirement plan for dispatchers, lead dispatchers and communications supervisors) contribute a percentage of salary and the Town shall contribute an additional percentage of the member's salary as outlined in the Arizona Revised Statutes. Percentages may fluctuate annually depending on actions of the State of Arizona.

All remaining members will participate in the Arizona State Retirement System (defined benefit plan for all members not eligible for P.S.P.R.S. or C.O.R.P.) and shall contribute a percentage of salary and the Town shall contribute an additional percentage of the member's salary as outlined in the Arizona Revised Statutes. Percentages may fluctuate annually depending on actions of the State or the member's salary.

Additional Retirement Benefit/Duty Weapon Purchase Request

A member who retires from a certified Peace Officer position with 10 or more years of service with the Oro Valley Police Department with the P.S.P.R.S. or equivalent secondary retirement benefits, is eligible to make a request by memorandum to the Chief of Police for purchase of a specific issued duty weapon for \$1.00 as authorized under Arizona Revised Statute 38-845.F. If such request is approved by the Chief of Police, the member shall present the memorandum endorsed by the Chief to property section personnel, along with the \$1.00 payment receipt, to obtain the weapon. Property section personnel will complete a property sheet and obtain the signature of the retiring officer receiving the weapon.

Uniforms and Equipment

Members in certified peace officer positions and forensic technicians will receive \$1,200 annually in quarterly payments of \$300 after the first year of service. New officers and forensic technicians receive a \$1,200 lump sum payment upon hire to purchase and maintain uniforms, clothing and equipment sufficient to comply with OVPD Rules Chapter 12.

Members in certified peace officer positions will receive a stipend toward the purchase of a ballistic vest of their choice every five years. The vest must meet or exceed

National Institute of Justice Standards 0101.03 and 0101.04, "Ballistic Resistance of Personal Body Armor".

Members in certified peace officer positions will be issued a duty weapon, duty belt, chemical defense agent, baton, pocket recorder and duty belt accessories to carry equipment normally carried on the duty belt. Other specialty equipment may be issued to members as approved by the Chief of Police.

If a newly hired certified peace officer or forensic technician terminates employment with the Town of Oro Valley for any reason within the first 12 months after their date of hire, a pro-rated portion (calculated as a percentage of days employed out of a total 365 calendar year days) of the original \$1,200 uniform allowance advance will be owed to the Town and shall be deducted from the employee's final paycheck.

A member who receives uniform allowance and must spend over the \$1,200 uniform allowance, in any year of service to maintain compliance with OVPD Rules & Procedures, for the repair or replacement of uniforms, clothing, and equipment items damaged, lost or stolen in the performance of assigned duty without fault or negligence of the member shall be reimbursed by the Town for those costs over \$1,200 when documentation of the loss and additional costs are provided and the Chief of Police approves the reimbursement.

Notice of Proposed Additions or Changes to Personnel Policies and Procedures

It is understood that policy and procedures are operational matters reserved to management discretion. At any time the Town may propose to the Town Council changes or additions to the Town of Oro Valley Personnel Policies and Procedures that could potentially affect wages, benefits, hours, safety regulations and/or other working conditions of the public safety employee group, which have not been issues subject to the meet and confer process related to the current Memorandum of Understanding. Should the Town propose such additions or changes the Town will notify the most recent members of the Public Safety Negotiation Committee (PSNC) of any proposed additions or changes to these policies and procedures to allow the opportunity for the PSNC to provide input to management or the Council on the proposed changes or additions. Notification to the PSNC will be no later than the date listed for "council Packets Distributed by the Clerk's Office" (generally approximately 12 days prior to the Council meeting).

To further facilitate communication regarding issues that could potentially affect wages, benefits, hours, safety regulations and/or other working conditions of the Public Safety Employee Group, the group's members are encouraged to subscribe to the list serve service (email subscription) offered on the Town's website to receive emailed information pertaining to their specified areas of interest. In addition, a member designated by the Public Safety Negotiations Committee will be added to the email distribution list that transmits the Town Council Agenda Management Report from the Town Clerk's Department.

Oro Valley Police Department Member Benefits

In addition to the Member benefits described herein, there is a current list of Member benefits and/or working conditions provided through the Town of Oro Valley (Attachment C).

The Consumer Price Index (CPI) provided by the University of Arizona Eller College of Management, Economic and Business Research Center has been used as the source for benchmarking prior cost of living adjustments (COLAs) for Town employees. Any possible future cost of living adjustments would be established at the discretion and approval by the Mayor and Council.

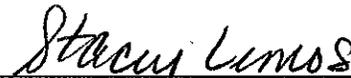
Signed and dated:

Public Safety Negotiation Committee:

Management Negotiation Committee:



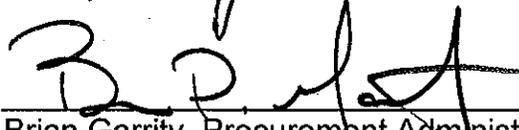
Michael Bott, Police Officer



Stacey Lemos, Finance Director



Kevin Matrocks, Police Officer



Brian Garrity, Procurement Administrator

MARSHALL MORRIS - V137 MCB (VIA PHONE)

Marshall Morris, Police Officer



Jason Larter, Commander



Zach Pierce, Police Officer

Town of Oro Valley
FY 2012-2013 Compensation Structure

Town Manager	95	Hourly Annual	\$61,361.3 \$127,632	\$76,701.6 \$159,539	\$92,042.0 \$191,447
Assistant Town Manager	86	Hourly Annual	\$49,136.9 \$102,205	\$61,421.1 \$127,756	\$73,705.4 \$153,307
Police Chief	84	Hourly Annual	\$46,764.9 \$97,271	\$58,456.1 \$121,589	\$70,147.3 \$145,906
Town Attorney	83	Hourly Annual	\$45,620.4 \$94,891	\$57,025.6 \$118,613	\$68,430.7 \$142,336
Deputy Police Chief	82	Hourly Annual	\$44,507.2 \$92,575	\$55,634.1 \$115,719	\$66,760.9 \$138,863
Dir. Development & Infrastructure Serv.	82	Hourly Annual	\$44,507.2 \$92,575	\$55,634.1 \$115,719	\$66,760.9 \$138,863
Finance Director	82	Hourly Annual	\$44,507.2 \$92,575	\$55,634.1 \$115,719	\$66,760.9 \$138,863
Magistrate Judge	82	Hourly Annual	\$44,507.2 \$92,575	\$55,634.1 \$115,719	\$66,760.9 \$138,863
Town Engineer	82	Hourly Annual	\$44,507.2 \$92,575	\$55,634.1 \$115,719	\$66,760.9 \$138,863
Water Utility Director	82	Hourly Annual	\$44,507.2 \$92,575	\$55,634.1 \$115,719	\$66,760.9 \$138,863
Human Resources Director	79	Hourly Annual	\$41,334.1 \$85,975	\$51,667.6 \$107,469	\$62,001.1 \$128,962
Information Technology Director	78	Hourly Annual	\$40,324.9 \$83,876	\$50,406.2 \$104,845	\$60,487.4 \$125,814
Parks & Recreation Director	78	Hourly Annual	\$40,324.9 \$83,876	\$50,406.2 \$104,845	\$60,487.4 \$125,814
Parks, Rec., Library and Cultural Res Director	78	Hourly Annual	\$40,324.9 \$83,876	\$50,406.2 \$104,845	\$60,487.4 \$125,814
Town Clerk	78	Hourly Annual	\$40,324.9 \$83,876	\$50,406.2 \$104,845	\$60,487.4 \$125,814
Chief Civil Deputy Attorney	77	Hourly Annual	\$39,336.6 \$81,820	\$49,170.7 \$102,275	\$59,004.9 \$122,730
Police Commander	77	Hourly Annual	\$39,336.6 \$81,820	\$49,170.7 \$102,275	\$59,004.9 \$122,730
Town Prosecutor	77	Hourly Annual	\$39,336.6 \$81,820	\$49,170.7 \$102,275	\$59,004.9 \$122,730
Division Manager, Engineering	75	Hourly Annual	\$37,443.1 \$77,882	\$46,803.9 \$97,352	\$56,164.6 \$116,822
Division Manager, Permitting	75	Hourly Annual	\$37,443.1 \$77,882	\$46,803.9 \$97,352	\$56,164.6 \$116,822
Division Manager, Planning	75	Hourly Annual	\$37,443.1 \$77,882	\$46,803.9 \$97,352	\$56,164.6 \$116,822
Economic Development Manager	75	Hourly Annual	\$37,443.1 \$77,882	\$46,803.9 \$97,352	\$56,164.6 \$116,822

Town of Oro Valley
FY 2012-2013 Compensation Structure

Water Utility Engineering Division Mngr.	73	Hourly	\$35.6432	\$44.5541	\$53.4649
		Annual	\$74,138	\$92,672	\$111,207
Communications Administrator	72	Hourly	\$34.7693	\$43.4617	\$52.1540
		Annual	\$72,320	\$90,400	\$108,480
Library Services Manager	72	Hourly	\$34.7693	\$43.4617	\$52.1540
		Annual	\$72,320	\$90,400	\$108,480
Procurement Administrator	72	Hourly	\$34.7693	\$43.4617	\$52.1540
		Annual	\$72,320	\$90,400	\$108,480
Div. Manager, Inspection & Compliance	71	Hourly	\$33.9162	\$42.3953	\$50.8743
		Annual	\$70,546	\$88,182	\$105,819
Division Manager, Operations	71	Hourly	\$33.9162	\$42.3953	\$50.8743
		Annual	\$70,546	\$88,182	\$105,819
Police Lieutenant	71	Hourly	\$33.9162	\$42.3953	\$50.8743
		Annual	\$70,546	\$88,182	\$105,819
Water Utility Administrator	71	Hourly	\$33.9162	\$42.3953	\$50.8743
		Annual	\$70,546	\$88,182	\$105,819
Senior Civil Engineer	70	Hourly	\$33.0943	\$41.3679	\$49.6415
		Annual	\$68,836	\$86,045	\$103,254
Conservation & Sustainability Admin.	69	Hourly	\$32.2260	\$40.2825	\$48.3390
		Annual	\$67,030	\$83,788	\$100,545
Court Administrator	69	Hourly	\$32.2260	\$40.2825	\$48.3390
		Annual	\$67,030	\$83,788	\$100,545
Assistant Town Prosecutor	66	Hourly	\$29.9836	\$37.4795	\$44.9754
		Annual	\$62,366	\$77,957	\$93,549
Water Distribution Superintendent	66	Hourly	\$29.9836	\$37.4795	\$44.9754
		Annual	\$62,366	\$77,957	\$93,549
Water Production Superintendent	66	Hourly	\$29.9836	\$37.4795	\$44.9754
		Annual	\$62,366	\$77,957	\$93,549
Accounting Supervisor	65	Hourly	\$29.2553	\$36.5692	\$43.8830
		Annual	\$60,851	\$76,064	\$91,277
Network Administrator	65	Hourly	\$29.2553	\$36.5692	\$43.8830
		Annual	\$60,851	\$76,064	\$91,277
Principal Planner	65	Hourly	\$29.2553	\$36.5692	\$43.8830
		Annual	\$60,851	\$76,064	\$91,277
Safety and Risk Manager	65	Hourly	\$29.2553	\$36.5692	\$43.8830
		Annual	\$60,851	\$76,064	\$91,277
Systems Analyst	65	Hourly	\$29.2553	\$36.5692	\$43.8830
		Annual	\$60,851	\$76,064	\$91,277
Civil Engineer	64	Hourly	\$28.5375	\$35.6719	\$42.8062
		Annual	\$59,358	\$74,197	\$89,037
Stormwater Engineer	64	Hourly	\$28.5375	\$35.6719	\$42.8062
		Annual	\$59,358	\$74,197	\$89,037
Transit Services Administrator	64	Hourly	\$28.5375	\$35.6719	\$42.8062
		Annual	\$59,358	\$74,197	\$89,037

Town of Oro Valley
FY 2012-2013 Compensation Structure

Water Utility Project Manager	64	Hourly Annual	\$28,5375 \$59,358	\$35,6719 \$74,197	\$42,8062 \$89,037
Database Analyst	63	Hourly Annual	\$27,8404 \$57,908	\$34,8005 \$72,385	\$41,7607 \$86,862
Construction Manager	62	Hourly Annual	\$27,1642 \$56,502	\$33,9552 \$70,627	\$40,7463 \$84,752
Assistant to the Town Manager	60	Hourly Annual	\$25,8533 \$53,775	\$32,3166 \$67,219	\$38,7800 \$80,662
Senior Planner	60	Hourly Annual	\$25,8533 \$53,775	\$32,3166 \$67,219	\$38,7800 \$80,662
Budget & Management Analyst	58	Hourly Annual	\$24,6153 \$51,200	\$30,7691 \$64,000	\$36,9229 \$76,800
Civil Engineering Designer	58	Hourly Annual	\$24,6153 \$51,200	\$30,7691 \$64,000	\$36,9229 \$76,800
Engineering Design Reviewer	58	Hourly Annual	\$24,6153 \$51,200	\$30,7691 \$64,000	\$36,9229 \$76,800
Management Assistant	58	Hourly Annual	\$24,6153 \$51,200	\$30,7691 \$64,000	\$36,9229 \$76,800
Plans Examiner II	57	Hourly Annual	\$24,0015 \$49,923	\$30,0018 \$62,404	\$36,0022 \$74,885
Water Utility Regional Coordinator	57	Hourly Annual	\$24,0015 \$49,923	\$30,0018 \$62,404	\$36,0022 \$74,885
Communications Specialist	56	Hourly Annual	\$23,4292 \$48,733	\$29,2866 \$60,916	\$35,1439 \$73,099
Constituent Services Coordinator	56	Hourly Annual	\$23,4292 \$48,733	\$29,2866 \$60,916	\$35,1439 \$73,099
GIS Analyst	56	Hourly Annual	\$23,4292 \$48,733	\$29,2866 \$60,916	\$35,1439 \$73,099
Aquatics Manager	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Building Inspector II	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Finance Analyst	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Information Technology Technician	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Parks Manager	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Planner	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Plans Examiner I	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314
Senior Accountant	55	Hourly Annual	\$22,8570 \$47,543	\$28,5713 \$59,428	\$34,2856 \$71,314

Town of Oro Valley
FY 2012-2013 Compensation Structure

Water Conservation Specialist	55	Hourly Annual	\$22.8570 \$47,543	\$28.5713 \$59,428	\$34.2856 \$71,314
Senior Paralegal	54	Hourly Annual	\$22.2952 \$46,374	\$27.8690 \$57,968	\$33.4429 \$69,561
Deputy Town Clerk	53	Hourly Annual	\$21.7542 \$45,249	\$27.1928 \$56,561	\$32.6314 \$67,873
Employee & Organizational Dev. Analyst	53	Hourly Annual	\$21.7542 \$45,249	\$27.1928 \$56,561	\$32.6314 \$67,873
Librarian II	53	Hourly Annual	\$21.7542 \$45,249	\$27.1928 \$56,561	\$32.6314 \$67,873
Senior Civil Engineering Technician	53	Hourly Annual	\$21.7542 \$45,249	\$27.1928 \$56,561	\$32.6314 \$67,873
Senior Streets & Drainage Crew Leader	53	Hourly Annual	\$21.7542 \$45,249	\$27.1928 \$56,561	\$32.6314 \$67,873
Senior Traffic Technician	53	Hourly Annual	\$21.7542 \$45,249	\$27.1928 \$56,561	\$32.6314 \$67,873
Executive Assistant to Mngr & Cncl	52	Hourly Annual	\$21.2237 \$44,145	\$26.5296 \$55,181	\$31.8355 \$66,218
Lead Water Utility Operator	52	Hourly Annual	\$21.2237 \$44,145	\$26.5296 \$55,181	\$31.8355 \$66,218
Police Administrative Services Manager	52	Hourly Annual	\$21.2237 \$44,145	\$26.5296 \$55,181	\$31.8355 \$66,218
Construction Inspector	51	Hourly Annual	\$20.7035 \$43,063	\$25.8793 \$53,829	\$31.0552 \$64,595
Crime Analyst	51	Hourly Annual	\$20.7035 \$43,063	\$25.8793 \$53,829	\$31.0552 \$64,595
Regional Emergency Response Planner	51	Hourly Annual	\$20.7035 \$43,063	\$25.8793 \$53,829	\$31.0552 \$64,595
Administrative Coordinator	50	Hourly Annual	\$20.1937 \$42,003	\$25.2421 \$52,504	\$30.2905 \$63,004
Building Inspector I	50	Hourly Annual	\$20.1937 \$42,003	\$25.2421 \$52,504	\$30.2905 \$63,004
Code Compliance Specialist	50	Hourly Annual	\$20.1937 \$42,003	\$25.2421 \$52,504	\$30.2905 \$63,004
Recreation Manager	50	Hourly Annual	\$20.1937 \$42,003	\$25.2421 \$52,504	\$30.2905 \$63,004
Human Resources Specialist	49	Hourly Annual	\$19.7151 \$41,007	\$24.6439 \$51,259	\$29.5727 \$61,511
Paralegal II	49	Hourly Annual	\$19.7151 \$41,007	\$24.6439 \$51,259	\$29.5727 \$61,511
Senior Building Permit Technician	49	Hourly Annual	\$19.7151 \$41,007	\$24.6439 \$51,259	\$29.5727 \$61,511
Customer Service Supervisor	48	Hourly Annual	\$19.2261 \$39,990	\$24.0327 \$49,988	\$28.8392 \$59,986

Town of Oro Valley
FY 2012-2013 Compensation Structure

Multimodal Planner	48	Hourly Annual	\$19,2261 \$39,990	\$24,0327 \$49,988	\$28,8392 \$59,986
Civil Engineering Technician	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Facilities Maintenance Crew Leader	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Fleet Maintenance Mechanic III	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Meter Reader Supervisor	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Pavement Management Specialist	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Streets & Drainage Crew Leader	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Traffic Technician	47	Hourly Annual	\$18,7580 \$39,017	\$23,4475 \$48,771	\$28,1369 \$58,525
Water Utility Operator II	46	Hourly Annual	\$18,3002 \$38,064	\$22,8752 \$47,581	\$27,4503 \$57,097
Zoning Plans Examiner	46	Hourly Annual	\$18,3002 \$38,064	\$22,8752 \$47,581	\$27,4503 \$57,097
Zoning Inspector Technician	45	Hourly Annual	\$17,8528 \$37,134	\$22,3160 \$46,417	\$26,7793 \$55,701
Assistant to the Town Clerk	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Courtroom Clerk	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Development Coordinator	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Facilities Maintenance Technician	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Fleet Maintenance Mechanic II	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Paralegal I	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Parks Maintenance Crew Leader	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Heavy Equipment Operator III	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Senior Office Specialist	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Senior Traffic Signs & Markings Worker	44	Hourly Annual	\$17,4159 \$36,225	\$21,7698 \$45,281	\$26,1238 \$54,338
Building Permit Technician	43	Hourly Annual	\$16,9893 \$35,338	\$21,2367 \$44,172	\$25,4840 \$53,007

Town of Oro Valley
FY 2012-2013 Compensation Structure

Senior Court Clerk	41	Hourly Annual	\$16.1778 \$33,650	\$20.2223 \$42,062	\$24.2667 \$50,475
Water Utility Operator I	41	Hourly Annual	\$16.1778 \$33,650	\$20.2223 \$42,062	\$24.2667 \$50,475
Senior Parks Maintenance Worker	40	Hourly Annual	\$15.7825 \$32,828	\$19.7281 \$41,034	\$23.6737 \$49,241
Zoning Inspection Technician	40	Hourly Annual	\$15.7825 \$32,828	\$19.7281 \$41,034	\$23.6737 \$49,241
Heavy Equipment Operator II	39	Hourly Annual	\$15.3976 \$32,027	\$19.2469 \$40,034	\$23.0963 \$48,040
Legal Secretary	39	Hourly Annual	\$15.3976 \$32,027	\$19.2469 \$40,034	\$23.0963 \$48,040
Office Specialist	39	Hourly Annual	\$15.3976 \$32,027	\$19.2469 \$40,034	\$23.0963 \$48,040
Traffic Signs & Markings Worker	39	Hourly Annual	\$15.3976 \$32,027	\$19.2469 \$40,034	\$23.0963 \$48,040
Library Associate	38	Hourly Annual	\$15.0230 \$31,248	\$18.7788 \$39,060	\$22.5345 \$46,872
Assistant Recreation Manager	37	Hourly Annual	\$14.6589 \$30,490	\$18.3236 \$38,113	\$21.9883 \$45,736
Lead Transit Driver	37	Hourly Annual	\$14.6589 \$30,490	\$18.3236 \$38,113	\$21.9883 \$45,736
Senior Public Works Maintenance Worker	37	Hourly Annual	\$14.6589 \$30,490	\$18.3236 \$38,113	\$21.9883 \$45,736
Transit Dispatcher	37	Hourly Annual	\$14.6589 \$30,490	\$18.3236 \$38,113	\$21.9883 \$45,736
Accounting Clerk	36	Hourly Annual	\$14.2948 \$29,733	\$17.8684 \$37,166	\$21.4421 \$44,600
Court Clerk	36	Hourly Annual	\$14.2948 \$29,733	\$17.8684 \$37,166	\$21.4421 \$44,600
Customer Service Rep. (Water)	36	Hourly Annual	\$14.2948 \$29,733	\$17.8684 \$37,166	\$21.4421 \$44,600
Construction Clerk	35	Hourly Annual	\$13.9410 \$28,997	\$17.4263 \$36,247	\$20.9115 \$43,496
Senior Office Assistant	33	Hourly Annual	\$13.2752 \$27,612	\$16.5940 \$34,515	\$19.9128 \$41,419
Transit Driver	33	Hourly Annual	\$13.2752 \$27,612	\$16.5940 \$34,515	\$19.9128 \$41,419
Library Technical Assistant II	32	Hourly Annual	\$12.9527 \$26,942	\$16.1908 \$33,677	\$19.4290 \$40,412
Recreation Leader	32	Hourly Annual	\$12.9527 \$26,942	\$16.1908 \$33,677	\$19.4290 \$40,412
Assistant Aquatics Manager	30	Hourly Annual	\$12.3180 \$25,622	\$15.3976 \$32,027	\$18.4771 \$38,432

Town of Oro Valley
FY 2012-2013 Compensation Structure

Park Monitor	30	Hourly Annual	\$12.3180 \$25,622	\$15.3976 \$32,027	\$18.4771 \$38,432
Parks Maintenance Worker	30	Hourly Annual	\$12.3180 \$25,622	\$15.3976 \$32,027	\$18.4771 \$38,432
Heavy Equipment Operator I	30	Hourly Annual	\$12.3180 \$25,622	\$15.3976 \$32,027	\$18.4771 \$38,432
Office Assistant	28	Hourly Annual	\$11.7354 \$24,410	\$14.6693 \$30,512	\$17.6031 \$36,615
Recreation Aide	28	Hourly Annual	\$11.7354 \$24,410	\$14.6693 \$30,512	\$17.6031 \$36,615
Pool Shift Supervisor	24	Hourly Annual	\$10.6222 \$22,094	\$13.2778 \$27,618	\$15.9333 \$33,141
Intern	23	Hourly Annual	\$10.3725 \$21,575	\$12.9657 \$26,969	\$15.5588 \$32,362
Library Technical Assistant I	22	Hourly Annual	\$10.1228 \$21,056	\$12.6536 \$26,319	\$15.1843 \$31,583
Water Safety Instructor	22	Hourly Annual	\$10.1228 \$21,056	\$12.6536 \$26,319	\$15.1843 \$31,583
Lifeguard	18	Hourly Annual	\$9.1657 \$19,065	\$11.4571 \$23,831	\$13.7486 \$28,597

Attachment C

List of Public Safety Employee Group member benefits and / or working conditions in addition to those described in the proposed Memorandum of Understanding which will be effective July 1, 2012 through June 30, 2014.

1. Compressed and / or flexible work week, where practical, for many assignments.
2. Assigned take home vehicles at the discretion of the Police Chief.
3. Paid Holidays [currently 11 (eleven) per year – 10 (ten) @ double time if worked / 1 (one) birthday off], and any additional holidays that may be approved by the Town Council.
4. Vacation pay as described below:
 - a. Employment years one through five earn ninety-six hours per year. Accrual limit one hundred forty-four hours.
 - b. Employment years six through ten earn one-hundred thirty-six hours per year. Accrual limit two hundred four hours.
 - c. Employment years eleven through nineteen earn one hundred seventy-six hours per year. Accrual limit two hundred sixty-four hours.
 - d. Employment years twenty and over earn one hundred seventy-six hours per year. Accrual limit three hundred hours.
5. Sick Leave Benefits
 - a. Members with over four hundred and eighty hours of sick leave can convert up to fifty-six hours of unused sick leave from the previous twelve months to vacation time annually.
 - b. Additional sick leave payout benefits following the policy set forth in the current Town policy and procedure manual (Policy 10 Attendance and Leaves).
6. Bereavement Leave, following the policy set forth in the current Town policy and procedure manual.
7. Regular pay for up to one year for military reservists that have been activated on Presidential call-up.
8. Coordination of off duty work (and indemnification).
9. One hundred percent of the members' medical insurance premium paid by the Town.
10. Seventy-five percent of the additional monthly premium cost for members' dependent medical insurance premium paid by Town.
11. One hundred percent of the members' dental insurance premium paid by the Town.
12. Seventy-five percent of the members' dependent dental insurance premium paid by the Town.
13. Retired members have the option of continuing medical insurance coverage at a rate made available to them through participation of the Town in rate negotiations. This includes members retired due to early, regular or disability who are not eligible for Medicare.
14. One hundred percent of Life Insurance premium paid by the Town for a policy that pays out one year of the member' salary.

Attachment C

15. Supplemental Life Insurance available for member where member may purchase additional Life Insurance up to five times the member's annual salary at a rate made available to them through participation of the Town in rate negotiations.
16. Supplemental Life Insurance available for spouse and children at a rate made available to them through participation of the Town in rate negotiations.
17. One hundred percent of the member's long-term disability insurance premium is paid by Town for non-A.S.R.S. participant members (benefit is 66.66% of pay in accordance with policy limitations).
18. One hundred percent of the members' mid-term (bridge) disability insurance premium paid by the Town (benefit is 66.66% of pay in accordance with policy limitations).
19. One hundred percent of the members' workers compensation insurance premium is paid by the Town.
20. Extensive employee assistance program (EAP) is paid by the Town.
21. Tuition Reimbursement for members at a rate of 100% reimbursement from the Town for tuition for job-related college credit courses, up to a maximum of \$2,000 per member per fiscal year.
22. Town sponsored "section 125 Plan" (Pre-Tax contributions for medical / dental / supplemental Life insurance premiums).
23. Town sponsored "Section 125 Plan" (Pre-Tax contribution for Dependent Care Reimbursement Accounts up to five thousand dollars per year).
24. Town sponsored 457 Deferred Compensation Plans (Pre-Tax contributions).
25. Town sponsored supplemental insurance products
 - a. Accident Plan
 - b. Short Term Disability Plan
 - c. Cancer Plans
 - d. Long Term Care Plan
 - e. Hospital Indemnity Plan
26. Supplemental Vision Care Benefits
27. Supplemental Prepaid Legal Services
28. Access to Town contracted member only Credit Unions (Human Resources maintains current listing)
29. Supplemental Commuter insurance paid by Town through AMRRP
30. Town administered payroll deduction for OVPOA / FOP / 100 Club

Additional detailed information related to the above-mentioned benefits is available from the Town of Oro Valley Human Resources Department.

ORDINANCE NO. (O) 05.44

**AN ORDINANCE OF THE TOWN OF ORO VALLEY, ARIZONA,
AMENDING CHAPTER 4, SECTION 4-1-8 OF THE TOWN CODE,
PUBLIC SAFETY EMPLOYEE RELATIONS AND PROCESSES,
CLARIFYING CERTAIN LANGUAGE FOR THE MEET AND CONFER
PROCESS TO BE MORE FUNCTIONAL**

WHEREAS, the Town of Oro Valley is committed to the development and continuation of harmonious and cooperative relationships with all of its employees; and

WHEREAS, the Town recognizes the right of public safety employees to join employee associations which comply with the laws of Arizona and to present proposals and testimony to the Town Council, and not to be discharged, disciplined or discriminated against because of the exercise of those rights; and

WHEREAS, the continued smooth operation of the Police Department is of great benefit to the residents of Oro Valley and the general public; and

WHEREAS, in 2004 the Town Council adopted Ordinance No. (O) 04-28 which enacted Town Code Chapter 4, Section 4-1-8, Public Safety Employee Relations and Processes, establishing a meet and confer process for public safety employees and the Town; and

WHEREAS, experience in operating under Section 4-1-8 led to the understanding among the employees and Town administration that certain technical changes should be made so that the process was more functional.

NOW THEREFORE, be it ordained by the Mayor and Council of the Town of Oro Valley as follows:

SECTION 1. The document entitled Section 4-1-8, Public Safety Employee Relations and Processes, attached hereto as "Exhibit A," will replace the existing Town Code Chapter 4, Section 4-1-8 in its entirety.

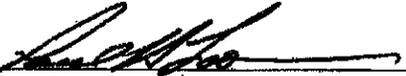
SECTION 2. It has been determined that "Exhibit A" is a public record and three copies of this document shall remain on file in the office of the Town Clerk.

SECTION 3. All Oro Valley Ordinances, Resolutions, or Motions and parts of Ordinances, Resolutions, or Motions of the Council in conflict with the provisions of this Ordinance are hereby repealed.

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

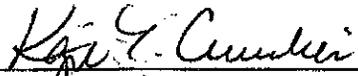
PASSED AND ADOPTED by Mayor and Town Council of the Town of Oro Valley, Arizona,
this 2ND day of NOVEMBER, 2005.

TOWN OF ORO VALLEY



Paul H. Loomis, Mayor

ATTEST:



Kathryn E. Cuvelier, Town Clerk

APPROVED AS TO FORM:



Melinda Garrahan, Town Attorney

**EXHIBIT "A" IS AVAILABLE FOR PUBLIC REVIEW IN THE OFFICE OF THE ORO VALLEY TOWN CLERK
BETWEEN THE HOURS OF 8 AM - 5 PM, MONDAY THRU FRIDAY. THE TOWN HALL OFFICES ARE
LOCATED AT 11,000 N LA CANADA DRIVE, ORO VALLEY, AZ**

**PUBLISH: DAILY TERRITORIAL
NOVEMBER 15, 16, 17, 18, 2005**

**POSTED: NOVEMBER 9 - DECEMBER 9, 2005
RG**

"EXHIBIT A"

SECTION 4-1-8 PUBLIC SAFETY EMPLOYEE RELATIONS AND PROCESSES

A. Preamble

The citizens of Oro Valley have a fundamental interest in the development of harmonious and cooperative relations between Management, Elected Officials, Administrators and public safety employees of the Town.

Public safety employees have the right to join employee associations which comply with the laws of Arizona, and to present proposals and testimony to the Town Council; and not to be discharged, disciplined or discriminated against because of the exercise of those rights.

The Town of Oro Valley, its public safety employees and employee associations have a basic obligation to the public to assure the orderly and continuous operations and functions of government.

Strikes, work stoppages, slowdowns, and other concerted efforts designed to disrupt Town of Oro Valley services, are contrary to the public good and are strictly prohibited.

B. Purpose

It is the purpose of this Section to obligate the Town management, public safety employees and their representatives, acting within the framework of law, to enter into discussions with an affirmative willingness to communicate and resolve issues that significantly impact working conditions. It is also the purpose of this Section to promote harmonious employer – employee relations by providing a uniform basis for recognizing the right of public safety employees to join, or to refrain from joining, an association of their own choice. Also, it is their right to be represented by such association(s) in their dealings with the Town in accordance with the provisions of this Section. Additionally, this Section provides that the results of agreements between the employer and its public safety employees shall be drafted into written Memoranda of Understanding.

C. Public Safety Employee Group

The employees eligible to participate in determining annual representation, in accordance with Part D below, include: Police Officers with the rank of Sergeant and below who are not in the academy, in field training or on reserve status as of August 1st each year; and non-exempt civilian employees assigned to, supervised by or otherwise under the control of the Police Department.

D. Representation

Employee associations wishing to represent public safety employees shall submit a memorandum to the Town Manager by August 1st of each year, indicating their desire to represent the public safety employee group.

In the event that only one employee association seeks to represent the public safety employee group, the Town Manager shall designate that employee association as the official organization for representation purposes provided for by this Section.

In the event there is more than one employee association seeking to represent the public safety employee group, authorized representation for the group shall be determined by the presentation of a petition to the Town Manager containing the signatures of at least fifty percent (50%) plus one (1) of the employees in the public safety employee group by September 1st. The petition shall identify the employee association designated to represent those employees. Upon verification of the signatures by the Town Clerk and Human Resources Department, the Town Manager shall designate the named employee association as the official organization for representation purposes provided for by this Section.

After the representative Association is designated, the public safety employee group shall designate a Public Safety Negotiation Committee ("PSNC") comprised of four (4) members of the public safety employee group.

E. Meeting and Confering

By October 1st, the Town Manager or his/her designee shall notify the Association and the PSNC of the selection and names of the Management Negotiation Committee ("MNC") members. The PSNC shall submit proposals relating to wages, benefits, hours, safety regulations and other working conditions by November 30th of each year to the Town Manager or his/her designee.

Upon receiving a proposal from the PSNC, the Town Manager or his/her designee shall submit a written response to the proposal within a reasonable time thereafter which shall be not more than forty-five (45) days after the receipt of the proposal.

Within thirty (30) days from the receipt of the Town Manager's response, the PSNC and the MNC shall begin "meeting and confering" at mutually agreed upon locations and times, for the purpose of entering into a written Memorandum of Understanding. The process shall be conducted in good faith by both parties. Meetings shall take place until an agreement is reached, or impasse is declared. Time spent by the PSNC in meet and confer-related meetings shall be regular duty hours. Regular duty hours time spent in non-negotiation meet and confer-related meetings shall be reasonable and require prior approval by Police Department Command Staff.

Any final agreement reached by the MNC and the PSNC shall be in writing and signed by authorized persons. Those areas not agreed to shall be outlined as matters in dispute.

Not later than April 15th, all areas of agreement, as well as those matters in dispute, shall be brought forward at the next practical Town Council meeting. With due consideration of all matters, the Town Council may accept, reject, or modify those areas of agreement. The Town Council may also take whatever actions they feel appropriate with regard to those matters in dispute. Final action by the Town Council shall constitute the Memorandum of Understanding for the following fiscal year only.

All time limits in this Section may be waived by mutual agreement of the MNC and the PSNC.

F. Conflict with Arizona State law

In the event that any provision of this Section is in conflict with Arizona state law, including the Arizona Constitution, statutes or court decisions, then to the extent of the conflict Arizona state law shall prevail over this Section. Any such conflict shall not impair the validity of all other provisions herein not in conflict with Arizona state law.



Town Council Regular Session

Item # 1.

Meeting Date: 05/02/2012

Requested by: Stacey Lemos

Submitted By:

Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

PUBLIC HEARING - RESOLUTION NO. (R)12-24, ADOPTION OF THE TENTATIVE BUDGET FOR FY 2012/13 AND SETTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR FY 2012/13

RECOMMENDATION:

Staff recommends approval of Resolution No. (R)12-24.

EXECUTIVE SUMMARY:

The purpose of this agenda item is for Council consideration and adoption of the Town's Tentative Budget for FY 2012/13 in the amount of \$95,422,156. Adoption of Resolution No. (R)12-24 will also set the maximum local expenditure limitation at this amount. Once the limitation is set, expenditures for the year may not exceed that amount. The Council has the authority to make changes to the budget prior to the final adoption scheduled for May 16, 2012. However, the total amount of the final budget may not exceed the expenditure limitation as set this evening. The Council also has the authority to modify the budget throughout the fiscal year.

BACKGROUND OR DETAILED INFORMATION:

At the April 4, 2012 regular Council meeting, staff presented the Town Manager's Recommended Budget for FY 2012/13 in the amount of \$97,920,084. The above mentioned FY 2012/13 Tentative Budget total of \$95.4 million is \$2.5 million lower than the Recommended Budget due to the following changes:

- Reduction of Potable Water System Development Impact Fee Fund budget by \$3,000,000 to reflect reduced contingency reserves due to funds used to pay off portion of Series 2003 Senior Lien Water Project bonds as part of the recent refunding in the current fiscal year 2011/12
- Increase in Self Insurance Benefit Fund budget by \$358,470 to reflect employees' share of premiums contributed toward total medical costs (\$243,000), annual broker fees expense (\$57,000) and the correction of a calculation error associated with the Town's share of premiums (\$58,470). The current Tentative Budget amount of almost \$2.2 million reflects the full cost of self-funded medical coverage for FY 2012/13.
- Increase in General Fund contingency reserve balance for FY 12/13 by \$126,057 to more accurately reflect current projections
- Increase in Highway Fund contingency reserve balance for FY 12/13 by \$10,417 to more accurately reflect current projections
- Increase in Bed Tax Fund contingency reserve balance for FY 12/13 by \$7,128 to more accurately reflect current projections

- Funding to restore the programs at the recreation room in the Parks, Recreation, Library and Cultural Resources budget has not been included in the Tentative Budget

Once the Tentative Budget is approved, it will be published once a week for two consecutive weeks prior to the Final Budget public hearing and adoption date scheduled for May 16, 2012.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (approve or deny) Resolution No. (R)12-24 adopting the Tentative Budget for fiscal year 2012/13 and setting the local alternative expenditure limitation for fiscal year 2012/13 at \$95,422,156.

Attachments

Reso 12-24

Schedule A

Schedule C

Schedule D

Schedule E

Schedule F

RESOLUTION NO. (R)12-24

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ADOPTING ESTIMATES OF THE AMOUNTS REQUIRED FOR THE FISCAL YEAR 2012/2013 AS A TENTATIVE BUDGET; SETTING FORTH THE RECEIPTS AND EXPENDITURES/EXPENSES FOR THE FISCAL YEAR 2012/2013; GIVING NOTICE OF THE TIME FOR THE FINAL PUBLIC HEARING FOR ADOPTING THE BUDGET FOR THE FISCAL YEAR 2012/2013; PROVIDING FOR CONTINGENCIES; PROVIDING FOR THE USE OF FUNDS; SETTING THE LOCAL ALTERNATIVE EXPENDITURE LIMITATION FOR FISCAL YEAR 2012/2013

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

WHEREAS, the A.R.S. 42-17101 requires that cities and towns in Arizona adopt a tentative budget by the third Monday in July of each year; and

WHEREAS, the Town Council and staff held a Council Budget Study Session on April 11, 2012 to establish and review the proposed budget; and

WHEREAS, adoption of the budget will allow the Town of Oro Valley local government to provide the necessary public services for the health, welfare and safety of its citizenry.

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

SECTION 1. The statements and schedules of the tentative budget for the fiscal year 2012/2013 accompany and be included as part of this Resolution as attached hereto.

SECTION 2. The statements and schedules herein contained be adopted for the purpose as hereafter set forth as the tentative budget for the Town of Oro Valley, Arizona for the fiscal year 2012/2013.

SECTION 3. The statements setting forth the receipts, expenditures/expenses and amounts collectible for the fiscal year 2012/2013 accompany and be included as part of this resolution.

SECTION 4 The local alternative expenditure limitation as noted on the Summary Schedule of Estimated Revenues and Expenditures/Expenses for the fiscal year 2012/2013 be included as part of this resolution.

SECTION 5. The Town Clerk is hereby authorized and directed to publish in the manner prescribed by law, the estimates of expenditures/expenses, as hereinafter set forth, together with

a notice that the Town Council will meet for the purpose of final public hearing and for adoption of the budget for fiscal year 2012/2013 for the Town of Oro Valley, Arizona on the 16th day of May, 2012.

SECTION 6. The money from any fund may be used for any of the appropriations except money specifically restricted by State Law or by Town Ordinance or Resolution.

SECTION 7. The various Town officers and employees are hereby directed to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 2nd day of May, 2012.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Rosen, Town Attorney

Date: _____

Date: _____

CITY/TOWN OF Oro Valley
 Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2013

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2012	ACTUAL EXPENDITURES/ EXPENSES ** 2012	FUND BALANCE/ NET ASSETS*** July 1, 2012**	PROPERTY TAX REVENUES 2013	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2013	OTHER FINANCING 2013		INTERFUND TRANSFERS 2013		TOTAL FINANCIAL RESOURCES AVAILABLE 2013	BUDGETED EXPENDITURES/ EXPENSES 2013
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 35,286,578	\$ 24,783,490	\$ 10,963,621	Primary: \$	\$ 26,680,592	\$	\$	\$ 176,747	\$ 135,324	\$ 37,685,636	\$ 37,685,636
2. Special Revenue Funds	7,637,830	4,400,055	3,833,989	Secondary:	4,606,874				194,810	8,246,053	8,246,053
3. Debt Service Funds Available	2,256,269	996,694	1,234,773		551,362			155,706		1,941,841	1,941,841
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	2,256,269	996,694	1,234,773		551,362			155,706		1,941,841	1,941,841
6. Capital Projects Funds	23,483,237	11,031,974	10,270,833		9,686,775				100,000	19,857,608	19,857,608
7. Permanent Funds											
8. Enterprise Funds Available	25,119,462	13,926,268	10,914,086		13,557,800			100,000	2,319	24,569,567	24,569,567
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	25,119,462	13,926,268	10,914,086		13,557,800			100,000	2,319	24,569,567	24,569,567
11. Internal Service Funds	436,271	436,271	300,000		2,821,451					3,121,451	3,121,451
12. TOTAL ALL FUNDS	\$ 94,219,647	\$ 55,574,752	\$ 37,517,302	\$	\$ 57,904,854	\$	\$	\$ 432,453	\$ 432,453	\$ 95,422,156	\$ 95,422,156

EXPENDITURE LIMITATION COMPARISON

	2012	2013
1. Budgeted expenditures/expenses	\$94,219,647	\$95,422,156
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	94,219,647	95,422,156
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$94,219,647	\$95,422,156
6. EEC or voter-approved alternative expenditure limitation	\$94,219,647	\$95,422,156

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY/TOWN OF Oro Valley
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
GENERAL FUND			
Local taxes			
Local Sales Tax	\$ 11,901,316	\$ 11,492,949	\$ 11,827,995
Cable Franchise Tax	500,000	500,000	500,000
Licenses and permits			
Licenses	170,698	170,698	171,140
Permits	946,196	687,500	753,829
Fees	10,000	14,400	11,500
Intergovernmental			
State/County Shared	8,187,264	8,187,264	9,175,117
State Grants	288,500	522,351	1,014,042
Federal Grants	805,533	444,244	983,000
Other	591,160	591,160	613,413
Charges for services			
Reimbursements	234,000	181,860	204,000
Fees	442,160	459,360	408,600
Other	561,691	576,191	604,956
Fines and forfeits			
Fines	190,000	190,000	190,000
Interest on investments			
Interest Income	22,000	150,000	89,000
In-lieu property taxes			
Contributions			
Voluntary contributions		995	
Miscellaneous			
Miscellaneous	157,500	189,550	134,000
Total General Fund	\$ 25,008,018	\$ 24,358,522	\$ 26,680,592

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY/TOWN OF Oro Valley
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Local Sales Tax	\$ 367,400	\$ 290,093	\$ 316,890
Highway User Fuel Tax	2,376,464	2,376,464	2,480,005
Permits	42,000	43,500	43,000
Grants	487,000	286,710	260,000
Interest Income	10,700	7,000	7,000
Charges for Services	15,000	15,000	229,493
Other	10,000	25,000	10,000
	<u>\$ 3,308,564</u>	<u>\$ 3,043,767</u>	<u>\$ 3,346,388</u>
Bed Tax Fund			
Local Sales Tax	\$ 899,626	\$ 711,016	\$ 782,283
Interest Income	1,800	9,500	5,700
	<u>\$ 901,426</u>	<u>\$ 720,516</u>	<u>\$ 787,983</u>
Seizures & Forfeitures - State Fund			
	\$ 102,500	\$ 176,750	\$ 175,000
	<u>\$ 102,500</u>	<u>\$ 176,750</u>	<u>\$ 175,000</u>
Seizures & Forfeitures - Federal Fund			
	\$ 251,300	\$ 258,700	\$ 250,000
	<u>\$ 251,300</u>	<u>\$ 258,700</u>	<u>\$ 250,000</u>
Impound Fee Fund			
Fees	\$ 50,000	\$ 45,987	\$ 47,503
	<u>\$ 50,000</u>	<u>\$ 45,987</u>	<u>\$ 47,503</u>
Total Special Revenue Funds	<u>\$ 4,613,790</u>	<u>\$ 4,245,720</u>	<u>\$ 4,606,874</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY/TOWN OF Oro Valley
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
DEBT SERVICE FUNDS			
Municipal Debt Service Fund			
Federal Grants	\$ 85,777	\$ 85,777	\$ 83,784
Interest Income		100	
Miscellaneous		206,483	100,000
	\$ 85,777	\$ 292,360	\$ 183,784
Oracle Road Improvement District Fund			
Special Assessments	\$ 364,703	\$ 366,301	\$ 367,578
	\$ 364,703	\$ 366,301	\$ 367,578
Total Debt Service Funds	\$ 450,480	\$ 658,661	\$ 551,362
CAPITAL PROJECTS FUNDS			
Alternative Water Resources Development Impact Fee Fund			
Development impact Fees	\$ 219,200	\$ 515,544	\$ 219,200
Charges for Services	2,423,500	2,358,000	2,456,000
Interest Income	2,684	800	800
	\$ 2,645,384	\$ 2,874,344	\$ 2,676,000
Potable Water System Development Impact Fee Fund			
Development Impact Fees	\$ 114,255	\$ 340,907	\$ 114,255
Interest Income	13,323	4,500	4,500
	\$ 127,578	\$ 345,407	\$ 118,755
Townwide Roadway Development Impact Fee Fund			
State Grants	\$ 7,443,000	\$ 5,312,909	\$ 5,280,000
Federal Grants	500,000		699,000
Development Impact Fees	413,078	246,714	414,118
Interest Income	4,000	1,600	1,600
Other	18,000	19,512	18,000
	\$ 8,378,078	\$ 5,580,735	\$ 6,412,718
Regional Transportation Authority Fund			
RTA Reimbursements	\$ 50,000	\$ 200	
	\$ 50,000	\$ 200	
Parks & Recreation Impact Fee Fund			
Development Impact Fees	\$ 127,640	\$ 127,656	\$ 92,001
	\$ 127,640	\$ 127,656	\$ 92,001
Library Impact Fee Fund			
Development Impact Fees	\$ 32,831	\$ 32,835	\$ 37,461
	\$ 32,831	\$ 32,835	\$ 37,461

CITY/TOWN OF Oro Valley
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
Police Impact Fee Fund			
Development Impact Fees	\$ 34,477	\$ 30,109	\$ 49,840
	\$ 34,477	\$ 30,109	\$ 49,840
General Government Impact Fee Fund			
Development Impact Fees	\$ 67,485	\$ 29,843	
	\$ 67,485	\$ 29,843	
Aquatic Center Project Fund			
Donations			\$ 300,000
			\$ 300,000
Total Capital Projects Funds	\$ 11,463,473	\$ 9,021,129	\$ 9,686,775

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY/TOWN OF Oro Valley
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
ENTERPRISE FUNDS			
Oro Valley Water Utility Fund			
Water Sales	\$ 11,682,799	\$ 11,707,800	\$ 11,707,800
Charges for Services	445,200	541,550	475,200
Other	16,300	125,000	75,000
	<u>\$ 12,144,299</u>	<u>\$ 12,374,350</u>	<u>\$ 12,258,000</u>
Stormwater Utility Fund			
Federal Grants	\$ 380,000	\$ 253,114	\$ 67,800
State Grants	575,000	538,331	450,000
Charges for Services	751,000	751,500	761,500
Other	500	130	500
Miscellaneous	110	110	20,000
	<u>\$ 1,706,500</u>	<u>\$ 1,543,185</u>	<u>\$ 1,299,800</u>
Total Enterprise Funds	<u>\$ 13,850,799</u>	<u>\$ 13,917,535</u>	<u>\$ 13,557,800</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY/TOWN OF Oro Valley
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2013

SOURCE OF REVENUES	ESTIMATED REVENUES 2012	ACTUAL REVENUES* 2012	ESTIMATED REVENUES 2013
INTERNAL SERVICE FUNDS			
Fleet Maintenance Fund			
Charges for Services	\$ 436,271	\$ 436,271	\$ 638,787
	\$ 436,271	\$ 436,271	\$ 638,787
Benefit Self Insurance Fund			
Miscellaneous	\$	\$	\$ 2,182,664
	\$	\$	\$ 2,182,664
Total Internal Service Funds	\$ 436,271	\$ 436,271	\$ 2,821,451
TOTAL ALL FUNDS	\$ 55,822,831	\$ 52,637,838	\$ 57,904,854

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY/TOWN OF Oro Valley
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2013

FUND	OTHER FINANCING 2013		INTERFUND TRANSFERS 2013	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
Transfer to Municipal Debt Service Fund	\$	\$	\$	\$ 135,324
Transfer from Bed Tax Fund			176,747	
Total General Fund	\$	\$	\$ 176,747	\$ 135,324
SPECIAL REVENUE FUNDS				
Bed Tax Fund	\$	\$	\$	\$ 194,810
Total Special Revenue Funds	\$	\$	\$	\$ 194,810
DEBT SERVICE FUNDS				
Municipal Debt Service Fund	\$	\$	\$ 155,706	\$
Total Debt Service Funds	\$	\$	\$ 155,706	\$
CAPITAL PROJECTS FUNDS				
Alternative Water Rscs Dev Impact Fee Fund	\$	\$	\$	\$ 100,000
Total Capital Projects Funds	\$	\$	\$	\$ 100,000
ENTERPRISE FUNDS				
Oro Valley Water Utility Fund	\$	\$	\$ 100,000	\$ 2,319
Total Enterprise Funds	\$	\$	\$ 100,000	\$ 2,319
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 432,453	\$ 432,453

CITY/TOWN OF Oro Valley
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2013

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2012	ACTUAL EXPENDITURES/ EXPENSES* 2012	BUDGETED EXPENDITURES/ EXPENSES 2013
GENERAL FUND				
Council	\$ 220,573	\$	\$ 218,123	\$ 224,618
Clerk	456,089		445,514	322,779
Development & Infrastructure Services	3,340,679		3,071,462	3,803,751
Finance	722,199		705,868	744,111
General Administration	2,141,767		1,729,849	2,245,094
Human Resources	482,649		481,280	496,156
Information Technology	1,252,797	(17,093)	1,220,766	1,213,633
Legal	841,832		785,545	816,559
Magistrate Court	781,625		740,717	757,629
Manager	877,167		707,184	728,648
Parks, Rec, Library & Cultural Resources	2,876,702		2,896,845	2,630,112
Police	12,096,513	17,093	11,780,337	12,667,903
Contingency Reserve	9,381,226	(185,240)		11,034,643
Total General Fund	\$ 35,471,818	\$ (185,240)	\$ 24,783,490	\$ 37,685,636
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	\$ 6,308,485	\$	\$ 3,936,757	\$ 6,108,346
Seizures and Forfeitures - State Fund	344,420		52,418	467,924
Seizures and Forfeitures - Federal Fund	696,661		134,017	832,189
Bed Tax Fund	638,276	(402,295)	230,876	790,091
Impound Fee Fund	52,283		45,987	47,503
Total Special Revenue Funds	\$ 8,040,125	\$ (402,295)	\$ 4,400,055	\$ 8,246,053
DEBT SERVICE FUNDS				
Municipal Debt Service Fund	\$ 1,885,937	\$	\$ 629,521	\$ 1,570,148
Oracle Road Improvement District Fund	370,332		367,173	371,693
Total Debt Service Funds	\$ 2,256,269	\$	\$ 996,694	\$ 1,941,841
CAPITAL PROJECTS FUNDS				
Regional Transportation Authority Fund	\$ 50,000	\$	\$ 200	\$
Townwide Roadway Dev Impact Fee Fund	10,861,424		7,361,418	7,128,581
Naranja Park Fund	258,821			258,821
Alternative Water Rscs Dev Impact Fee Fund	3,513,774		2,524,740	4,334,770
Potable Water System Dev Impact Fee Fund	7,434,228		1,145,616	3,614,431
Parks & Recreation Impact Fee Fund	425,126			543,500
Library Impact Fee Fund	109,354			153,507
Police Impact Fee Fund	97,985			153,328
General Government Impact Fee Fund	144,990			135,430
Aquatic Center Project Fund		402,295		3,350,000
Rec In Lieu Fee Fund		185,240		185,240
Total Capital Projects Funds	\$ 22,895,702	\$ 587,535	\$ 11,031,974	\$ 19,857,608
ENTERPRISE FUNDS				
Oro Valley Water Utility Fund	\$ 23,015,231	\$	\$ 12,665,249	\$ 22,619,429
Stormwater Utility Fund	2,104,231		1,261,019	1,950,138
Total Enterprise Funds	\$ 25,119,462	\$	\$ 13,926,268	\$ 24,569,567
INTERNAL SERVICE FUNDS				
Fleet Maintenance Fund	\$ 436,271	\$	\$ 436,271	\$ 638,787
Benefit Self Insurance Fund				2,482,664
Total Internal Service Funds	\$ 436,271	\$	\$ 436,271	\$ 3,121,451
TOTAL ALL FUNDS	\$ 94,219,647	\$	\$ 55,574,752	\$ 95,422,156

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY/TOWN OF Oro Valley
Summary by Department of Expenditures/Expenses
Fiscal Year 2013

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2012	ACTUAL EXPENDITURES/ EXPENSES * 2012	BUDGETED EXPENDITURES/ EXPENSES 2013
Council:				
General Fund	220,573		218,123	224,618
Department Total	\$ 220,573	\$	\$ 218,123	\$ 224,618
Clerk:				
General Fund	456,089		445,514	322,779
Department Total	\$ 456,089	\$	\$ 445,514	\$ 322,779
Development and Infrastructure Svcs:				
General Fund	3,340,679		3,071,462	3,803,751
Highway Fund	6,308,485		3,936,757	6,108,346
Townwide Roadway Dev Impact Fee Fund	10,861,424		7,361,418	7,128,581
Stormwater Utility Fund	2,104,231		1,261,019	1,950,138
Regional Transportation Authority Fund	50,000		200	
Fleet Maintenance Fund	436,271		436,271	638,787
Department Total	\$ 23,101,090	\$	\$ 16,067,127	\$ 19,629,603
Finance:				
General Fund	722,199		705,868	744,111
Department Total	\$ 722,199	\$	\$ 705,868	\$ 744,111
General Administration:				
General Fund	2,141,767		1,729,849	2,245,094
General Fund - Contingency Reserve	9,381,226	(185,240)		11,034,643
Municipal Debt Service Fund	1,885,937		629,521	1,570,148
Oracle Road Improvement District Fund	370,332		367,173	371,693
General Government Impact Fee Fund	144,990			135,430
Benefit Self Insurance Fund				2,482,664
Department Total	\$ 13,924,252	\$ (185,240)	\$ 2,726,543	\$ 17,839,672
Human Resources:				
General Fund	482,649		481,280	496,156
Department Total	\$ 482,649	\$	\$ 481,280	\$ 496,156
Information Technology:				
General Fund	1,252,797	(17,093)	1,220,766	1,213,633
Department Total	\$ 1,252,797	\$ (17,093)	\$ 1,220,766	\$ 1,213,633
Legal:				
General Fund	841,832		785,545	816,559
Department Total	\$ 841,832	\$	\$ 785,545	\$ 816,559
Magistrate Court:				
General Fund	781,625		740,717	757,629
Department Total	\$ 781,625	\$	\$ 740,717	\$ 757,629
Manager:				
General Fund	877,167		707,184	728,648
Bed Tax Fund	638,276	(402,295)	230,876	790,091
Department Total	\$ 1,515,443	\$ (402,295)	\$ 938,060	\$ 1,518,739

CITY/TOWN OF Oro Valley
Summary by Department of Expenditures/Expenses
Fiscal Year 2013

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2012	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2012	ACTUAL EXPENDITURES/ EXPENSES * 2012	BUDGETED EXPENDITURES/ EXPENSES 2013
Parks, Rec, Library & Cultural Resources				
General Fund	\$ 2,876,702	\$	\$ 2,896,845	\$ 2,630,112
Parks & Recreation Impact Fee Fund	425,126			543,500
Library Impact Fee Fund	109,354			153,507
Naranja Park Fund	258,821			258,821
Rec In Lieu Fee Fund		185,240		185,240
Aquatic Center Project Fund		402,295		3,350,000
Department Total	\$ 3,670,003	\$ 587,535	\$ 2,896,845	\$ 7,121,180
Police:				
General Fund	\$ 12,096,513	\$ 17,093	\$ 11,780,337	\$ 12,667,903
Seizures & Forfeitures - State Fund	344,420		52,418	467,924
Seizures & Forfeitures - Federal Fund	696,661		134,017	832,189
Police Impact Fee Fund	97,985			153,328
Impound Fee Fund	52,283		45,987	47,503
Department Total	\$ 13,287,862	\$ 17,093	\$ 12,012,759	\$ 14,168,847
Water Utility:				
Oro Valley Water Utility Fund	\$ 23,015,231	\$	\$ 12,665,249	\$ 22,619,429
Alternative Water Rscs Dev Impact Fee Fund	3,513,774		2,524,740	4,334,770
Potable Water System Dev Impact Fee Fund	7,434,228		1,145,616	3,614,431
Department Total	\$ 33,963,233	\$	\$ 16,335,605	\$ 30,568,630

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



Town Council Regular Session

Item # 2.

Meeting Date: 05/02/2012

Requested by: Stacey Lemos

Submitted By:

Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

PRESENTATION OF FIVE-YEAR FINANCIAL FORECAST THROUGH FY 2016/17

RECOMMENDATION:

For presentation and discussion.

EXECUTIVE SUMMARY:

The Town's adopted financial policies provide "as part of the annual Town budget preparation cycle, the Finance Department shall prepare a minimum 5-year financial forecast of projected revenues and expenditures to measure the financial sustainability of the Town's operations and service levels." As such, staff will present the 5-year financial forecast through FY 2016/17 for the General Fund, Highway Fund and Bed Tax Fund.

BACKGROUND OR DETAILED INFORMATION:

Attached to this communication are the following forecasts of the main tax-based funds of the Town:

General Fund

- 5-Year Forecast of Revenues and Expenditures by Category
- General Fund Forecast Assumptions
- Graph of Forecasted Revenues, Expenditures and Fund Balance

Overall, the General Fund remains stable over the 5-year horizon based upon revenue growth centered around modest economic recovery both at the local and state levels. Expenditures grow gradually each year due to employee pay increases and a continued commitment to capital asset replacement needs. The fund balance in the General Fund is maintained at healthy levels above the Town's adopted policy requirement of 25% of adopted expenditures each year.

Highway Fund

- 5-Year Forecast of Revenues and Expenditures by Category
- Highway Fund Forecast Assumptions
- Graph of Forecasted Revenues, Expenditures and Fund Balance

The Highway Fund projection shows expenditures exceeding revenues in each year of the forecast, resulting in a decline in fund balance each year until it is depleted by FY 2016/17. Efforts to continue to right-size operations in this fund, as well as reevaluating revenue sources in this fund will help to mitigate the future declines in fund balance. The assumptions include continued funding of the pavement

preservation program at approximately \$1 million per year to maintain the current condition of the Town's roadways.

Bed Tax Fund

- 5-Year Forecast of Revenues and Expenditures by Category
- Bed Tax Fund Forecast Assumptions
- Graph of Forecasted Revenues, Expenditures and Fund Balance

The Bed Tax Fund remains stable over the forecast period with modest revenue growth, again tied to slow economic recovery projected in the tourism industry. Expenditures are also projected to increase slightly. However, revenues exceed expenditures in each year resulting in an increasing fund balance over the 5-year horizon.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

Five Year Forecast-GF, Hwy, Bed Tax

TOWN OF ORO VALLEY
FORECAST THROUGH FY 2016/17

GENERAL FUND

	<u>FY 2011/12 BUDGETED</u>	<u>FY 2011/12 YE ESTIMATED</u>	<u>FY 2012/13 RECOMMENDED</u>	<u>FY 2013/14 PROJECTED</u>	<u>FY 2014/15 PROJECTED</u>	<u>FY 2015/16 PROJECTED</u>	<u>FY 2016/17 PROJECTED</u>
Beginning Fund Balance	\$ 11,007,138	\$ 11,007,138	\$ 10,963,621	\$ 11,034,643	\$ 10,736,462	\$ 10,702,291	\$ 10,495,252
REVENUES							
Local Sales Taxes	12,401,316	11,992,949	12,327,995	12,445,275	12,622,954	12,803,298	12,986,348
Licenses & Permits	1,126,894	872,598	936,469	771,083	771,527	771,973	772,419
State & Fed Grants	1,094,033	966,595	1,997,042	1,600,712	1,625,092	1,650,204	1,676,068
State Shared Revenues	8,187,264	8,187,264	9,175,117	9,568,546	10,180,709	10,847,850	11,156,763
Other Intergovernmental	591,160	591,160	613,413	30,000	30,000	30,000	30,000
Charges for Services	1,237,851	1,217,411	1,217,556	1,344,696	1,346,589	1,373,521	1,400,992
Fines	190,000	190,000	190,000	191,900	193,819	195,757	197,715
Interest Income	22,000	150,000	89,000	150,000	153,000	156,060	159,181
Miscellaneous	157,500	190,545	134,000	135,000	135,000	135,000	135,000
Other Financing Sources	<u>1,125,926</u>	<u>633,426</u>	<u>176,747</u>	<u>150,000</u>	<u>125,000</u>	<u>100,000</u>	<u>100,000</u>
TOTAL REVENUES	\$ 26,133,944	\$ 24,991,948	\$ 26,857,339	\$ 26,387,211	\$ 27,183,692	\$ 28,063,663	\$ 28,614,486

TOWN OF ORO VALLEY
FORECAST THROUGH FY 2016/17

GENERAL FUND

	<u>FY 2011/12 BUDGETED</u>	<u>FY 2011/12 YE ESTIMATED</u>	<u>FY 2012/13 RECOMMENDED</u>	<u>FY 2013/14 PROJECTED</u>	<u>FY 2014/15 PROJECTED</u>	<u>FY 2015/16 PROJECTED</u>	<u>FY 2016/17 PROJECTED</u>
EXPENDITURES							
Personnel	19,560,099	18,905,731	19,528,236	19,727,764	20,503,616	21,347,176	22,255,638
Operations & Maintenance	5,910,996	5,343,065	5,360,545	5,389,725	5,335,708	5,145,402	5,009,696
Capital Outlay	469,497	467,694	908,799	1,283,706	1,095,706	1,380,706	1,226,706
Contingency (Grants)	150,000	-	270,000	150,000	150,000	150,000	150,000
Council-Designated Reserve	-	67,000	583,413	-	-	-	-
Transfers Out	<u>223,352</u>	<u>251,975</u>	<u>135,324</u>	<u>134,198</u>	<u>132,833</u>	<u>247,418</u>	<u>245,637</u>
TOTAL EXPENDITURES	26,313,944	25,035,465	26,786,317	26,685,393	27,217,863	28,270,702	28,887,677
Surplus/(Deficit)	\$ (180,000)	\$ (43,517)	\$ 71,022	\$ (298,181)	\$ (34,171)	\$ (207,038)	\$ (273,191)
Ending Fund Balance	\$ 10,827,138	\$ 10,963,621	\$ 11,034,643	\$ 10,736,462	\$ 10,702,291	\$ 10,495,252	\$ 10,222,061
Contingency Reserve as % of Expenditures	41.1%	43.8%	41.2%	40.2%	39.3%	37.1%	35.4%

GENERAL FUND ASSUMPTIONS

REVENUES

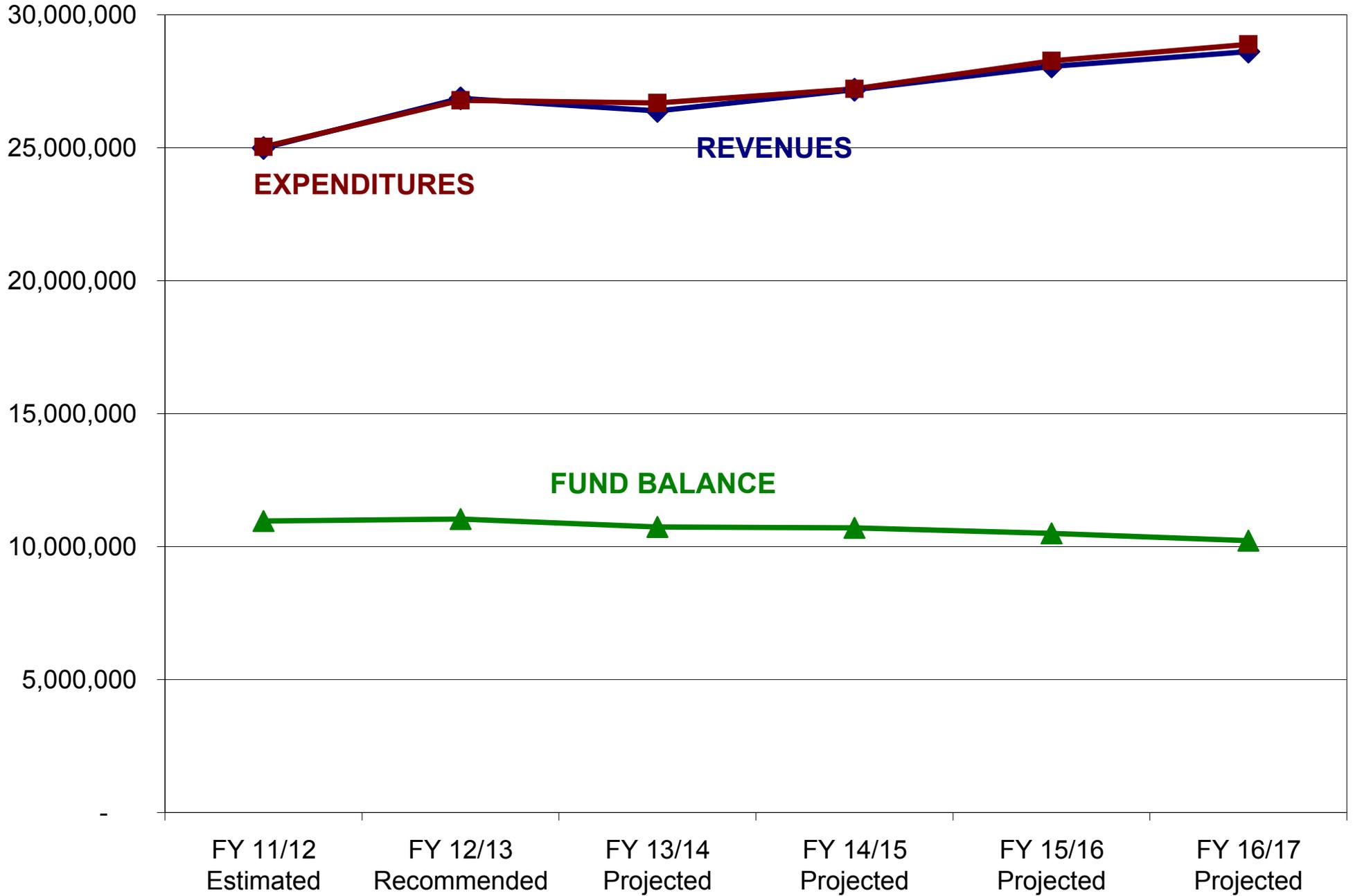
	<u>Fiscal Year</u>	<u>Projection</u>
<u>Local Sales Taxes</u>	FY 2012/13 FY 2013/14 - 2016/17	Roughly flat to FY 2011/12 budgeted based on current trends Growth of 1-2% per year
<u>Licenses & Permits</u>	FY 2012/13 - 2016/17	Based on current trends; includes roughly 35 SFR permits per year and current forecast of commercial activity and projects
<u>Grant Revenues</u>	FY 2012/13 FY 2013/14 FY 2014/15 - 2016/17	Increase due to \$789K RTA Transit reimbursement, \$300K Transit vehicle grant and \$120K Parks grants Less \$300K Transit vehicle grant and \$120K Parks grants; 3% growth in RTA Transit reimbursement 3% growth in RTA Transit reimbursement per year
<u>State Shared Revenues</u>		
Income Tax	FY 2012/13 FY 2013/14 - 2016/17	21% known increase per Arizona Department of Revenue Growth of 3-8% each year per forecast from Arizona Department of Revenue
Sales Tax	FY 2012/13 FY 2013/14 - 2016/17	7% growth per forecast from Arizona Department of Revenue Growth of 7-8% each year per forecast from Arizona Department of Revenue
Vehicle License Tax	FY 2012/13 FY 2013/14 - 2016/17	4% decline per forecast from League of AZ Cities and Towns 2% growth per year
<u>Charges for Services</u>	FY 2012/13 FY 2013/14 - 2014-15 FY 2015/16 - 2016/17	Slight increases in court costs and Aquatics user fees; slight decrease in Recreation user fees Gradual increase in Aquatics user fees due to facility expansion and added events; 1% growth in all other revenues 2% growth per year
<u>Interest Income</u>	FY 2012/13 - 2013/14 FY 2014/15 - 2016/17	Based on observed actuals in FY 2011/12 2% growth per year
<u>Fines</u>	FY 2012/13 FY 2013/14 - 2016/17	Flat to projected FY 2011/12 1% growth per year
<u>Other Intergovernmental</u>	FY 2012/13 FY 2013/14 - 2016/17	Final Library reimbursement from Pima County under affiliate status \$30K per year - full reimbursement of Library janitorial costs from Pima County
<u>Miscellaneous</u>	FY 2012/13 - 2016/17	Flat at \$135K per year

GENERAL FUND ASSUMPTIONS

EXPENDITURES

	<u>Fiscal Year</u>	<u>Projection</u>
<u>Salaries and Benefits</u>	FY 2012/13	2.5% cost of living adjustment, 2.4% public safety pension increase, 1% non-public safety pension increase
	FY 2013/14 - 2014/15	3.5% pay increase, 2% public safety pension increase, .5% non-public safety pension increase
	FY 2015/16 - 2016/17	4% pay increase, 2% public safety pension increase, .5% non-public safety pension increase
<u>Operations & Maintenance</u>	FY 2012/13	Roughly flat to FY 2011/12 estimates with removal of one-time expenditures No capacity for elections (every other year expenditure) Additional IT O&M for software maintenance and consulting costs Additional Transit O&M for expanded service Includes half-year capacity for Library O&M (through December 2012)
	FY 2013/14 - 2016/17	Includes \$110K (every other year) for elections 3% growth per year in retail sales tax rebates; Oracle Crossings rebate ends September 2015 2% growth per year in Parks and Rec and IT O&M based on observed actuals
<u>Fund Transfers</u>	FY 2012/13 - 2014/15	Transfer to Debt Service for Series 2007 and CREBS (unused construction funds to cover Series 2005 debt service)
	FY 2015/16 - 2016/17	Transfer to Debt Service for Series 2005, Series 2007 and CREBS
<u>CIP Funding</u>	FY 2012/13	No CIP Funding
	FY 2013/14	Total of \$500K - IT \$300K, Parks & Rec \$200K
	FY 2014/15	Parks & Rec \$200K
	FY 2015/16	Total of \$525K - IT \$250K, Parks & Rec \$275K
	FY 2016/17	Total of \$400K - IT \$250K, Parks & Rec \$150K
<u>Capital Asset Replacement</u>	FY 2012/13	Total of \$356K - IT \$151K, Police \$183K, Parks & Rec \$22K
	FY 2013/14	Total of \$538K - IT \$110K, Police \$400K, DIS \$28K
	FY 2014/15	Total of \$650K - IT \$230K, Police \$400K, Parks & Rec \$20K
	FY 2015/16	Total of \$610K - IT \$155K, Police \$400K, Parks & Rec \$30K, DIS \$25K
	FY 2016/17	Total of \$581K - IT \$101K, Police \$400K, Parks & Rec \$30K, DIS \$50K

General Fund Revenues, Expenditures and Fund Balance



**TOWN OF ORO VALLEY
FORECAST THROUGH FY 2016/17**

HIGHWAY FUND

	FY 2011/12 BUDGETED	FY 2011/12 YE ESTIMATED	FY 2012/13 RECOMMENDED	FY 2013/14 PROJECTED	FY 2014/15 PROJECTED	FY 2015/16 PROJECTED	FY 2016/17 PROJECTED
Beginning Fund Balance	\$ 3,654,948	\$ 3,654,948	\$ 2,761,958	\$ 2,438,517	\$ 1,855,081	\$ 1,242,645	\$ 241,915
REVENUES							
Construction Sales Tax	367,400	290,093	316,890	320,059	324,860	329,733	334,679
Highway User Tax	2,376,464	2,376,464	2,480,005	2,546,965	2,625,921	2,717,828	2,815,670
Federal & State Grants	487,000	286,710	260,000	-	100,000	150,000	125,000
Licenses & Permits	42,000	43,500	43,000	43,000	43,000	43,000	43,000
Charges for Services	15,000	15,000	229,493	223,240	227,563	232,854	238,754
Interest Income	10,700	7,000	7,000	5,121	3,896	2,610	2,610
Miscellaneous	10,000	25,000	10,000	10,000	10,000	10,000	10,000
TOTAL REVENUES	\$ 3,308,564	\$ 3,043,767	\$ 3,346,388	\$ 3,148,385	\$ 3,335,239	\$ 3,486,025	\$ 3,569,713
EXPENDITURES							
Personnel	1,980,044	1,878,355	1,931,872	1,986,935	2,057,783	2,144,497	2,241,195
O&M	900,983	845,952	712,897	797,897	800,000	800,000	800,000
Capital Outlay	12,250	7,250	12,250	12,250	12,250	12,250	12,250
Pavement Preservation	1,200,000	1,200,000	1,012,810	934,739	1,077,642	1,301,642	756,695
Contingency	-	5,200	-	-	-	-	-
Interfund Loan to TWDIF Fund	400,000	-	-	-	-	-	-
Transfer to Debt Service	-	-	-	-	-	228,366	227,741
TOTAL EXPENDITURES	\$ 4,493,277	\$ 3,936,757	\$ 3,669,829	\$ 3,731,821	\$ 3,947,675	\$ 4,486,755	\$ 4,037,881
Surplus/(Deficit)	\$ (1,184,713)	\$ (892,990)	\$ (323,441)	\$ (583,436)	\$ (612,436)	\$ (1,000,730)	\$ (468,168)
Ending Fund Balance	\$ 2,470,235	\$ 2,761,958	\$ 2,438,517	\$ 1,855,081	\$ 1,242,645	\$ 241,915	\$ (226,253)

HIGHWAY FUND ASSUMPTIONS

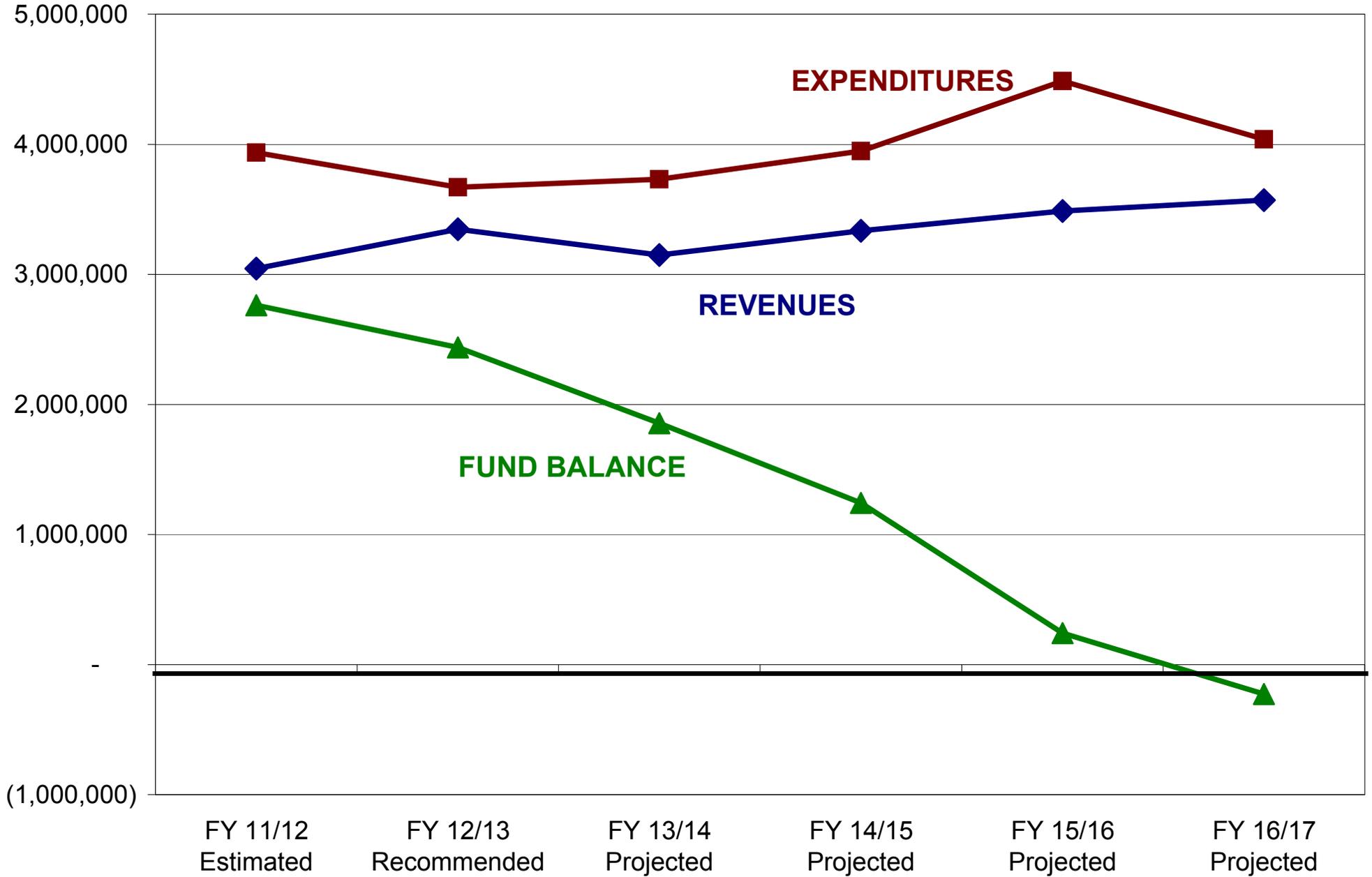
REVENUES

<u>Local Sales Tax</u>	<u>Fiscal Year</u>	<u>Projection</u>
- Construction Sales Tax	FY 2012/13 FY 2013/14 - 2016/17	14% decline based on current trends of commercial and residential development Growth of 1-2% per year
<u>Highway User Tax</u>	FY 2012/13 FY 2013/14 - 2016/17	4% growth per forecast from League of AZ Cities & Towns Assumes continued sweeps by the State to fund DPS and MVD Growth of 2.7-3.6% each year per forecast from Arizona Department of Transportation Assumes continued sweeps by the State to fund DPS and MVD
<u>Licenses and Permits</u>	FY 2012/13 - 2016/17	\$43K in road permits per year
<u>Charges for Services</u>	FY 2012/13 - 2016/17	Reimbursement from Stormwater Utility Fund for storm cleanup of streets
<u>Grant Revenues</u>	FY 2012/13 - 2016/17	PAG personnel reimbursements for design work - estimates per DIS Engineering Division Mgr
<u>Miscellaneous</u>	FY 2012/13 - 2016/17	Flat \$10K projected misc revenues
<u>Interest Income</u>	FY 2012/13 FY 2013/14 - 2016/17	Flat to FY 2011/12 at \$7K Revenues based on current Local Government Investment Pool earnings rate of .21%

EXPENDITURES

<u>Salaries and Benefits</u>	FY 2012/13 FY 2013/14 - 2014/15 FY 2015/16 - 2016/17	2.5% cost of living adjustment, 1% pension increase 3.5% pay increase, .5% pension increase 4% pay increase, .5% pension increase
<u>Operations & Maintenance</u>	FY 2012/13 FY 2013/14 - 2016/17	No pavement striping for savings of \$85K Pavement striping included; expenditures held steady
<u>Fund Transfers</u>	FY 2012/13 - 2014/15 FY 2015/16 - 2016/17	No debt service transfer (unused construction funds to cover Series 2005 debt service) Transfers to debt service for Series 2005
<u>Pavement Preservation</u>	FY 2012/13 - 2016/17	Funding maintains current OCI rating of 77

Highway Fund Revenues, Expenditures and Fund Balance



**TOWN OF ORO VALLEY
FORECAST THROUGH FY 2016/17**

BED TAX FUND

	FY 2011/12 BUDGETED	FY 2011/12 YE ESTIMATED	FY 2012/13 RECOMMENDED	FY 2013/14 PROJECTED	FY 2014/15 PROJECTED	FY 2015/16 PROJECTED	FY 2016/17 PROJECTED
Beginning Fund Balance	\$ 840,704	\$ 840,704	\$ 196,918	\$ 318,429	\$ 320,361	\$ 346,056	\$ 394,019
REVENUES							
Bed Taxes	899,626	711,016	782,283	850,106	858,007	865,987	874,047
Interest Income	1,800	9,500	5,700	9,500	9,690	9,884	10,081
TOTAL REVENUES	\$ 901,426	\$ 720,516	\$ 787,983	\$ 859,606	\$ 867,697	\$ 875,871	\$ 884,128
EXPENDITURES							
Economic Development							
Personnel	-	-	231,126	237,486	246,053	256,400	268,080
General O&M	-	-	9,555	9,550	9,550	9,550	9,550
TREG	41,011	41,011	41,011	41,421	41,835	42,254	42,676
MTCVB	74,970	59,251	74,970	70,842	71,501	72,166	72,837
Chamber of Commerce	-	-	25,000	25,000	25,000	25,000	25,000
Special Events	-	30,000	30,000	30,000	30,000	30,000	30,000
Local Econ Dev Marketing	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Sales Tax Rebates	60,000	40,614	-	-	-	-	-
Other Financing Uses							
Gen Fund Misc Allocation	675,000	375,000	-	-	-	-	-
Transit Subsidy	450,926	258,426	-	-	-	-	-
Tfr to Aquatics Ctr Proj Fund	-	500,000	-	-	-	-	-
Tfr to Debt Service Fund	-	-	18,063	233,375	233,063	232,538	231,800
Aquatics/Econ Dev Gen Fund Subsidy	-	-	176,747	150,000	125,000	100,000	100,000
TOTAL EXPENDITURES	\$ 1,361,907	\$ 1,364,302	\$ 666,472	\$ 857,674	\$ 842,002	\$ 827,907	\$ 839,943
Surplus/(Deficit)	\$ (460,481)	\$ (643,786)	\$ 121,511	\$ 1,932	\$ 25,695	\$ 47,964	\$ 44,185
Ending Fund Balance	\$ 380,223	\$ 196,918	\$ 318,429	\$ 320,361	\$ 346,056	\$ 394,019	\$ 438,204

BED TAX FUND ASSUMPTIONS

REVENUES

<u>Local Sales Taxes</u>	<u>Fiscal Year</u>	<u>Projection</u>
- Bed Tax	FY 2012/13	13% decrease from FY 2011/12 budget, based on current trends
	FY 2013/14 - 2016/17	Conservative 1% growth forecasted and potential FY 13/14 annexation of additional hotel

<u>Interest Income</u>	FY 2012/13 - 2013/14 FY 2014/15 - 2016/17	Based on observed actuals in FY 2011/12 2% growth per year
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EXPENDITURES

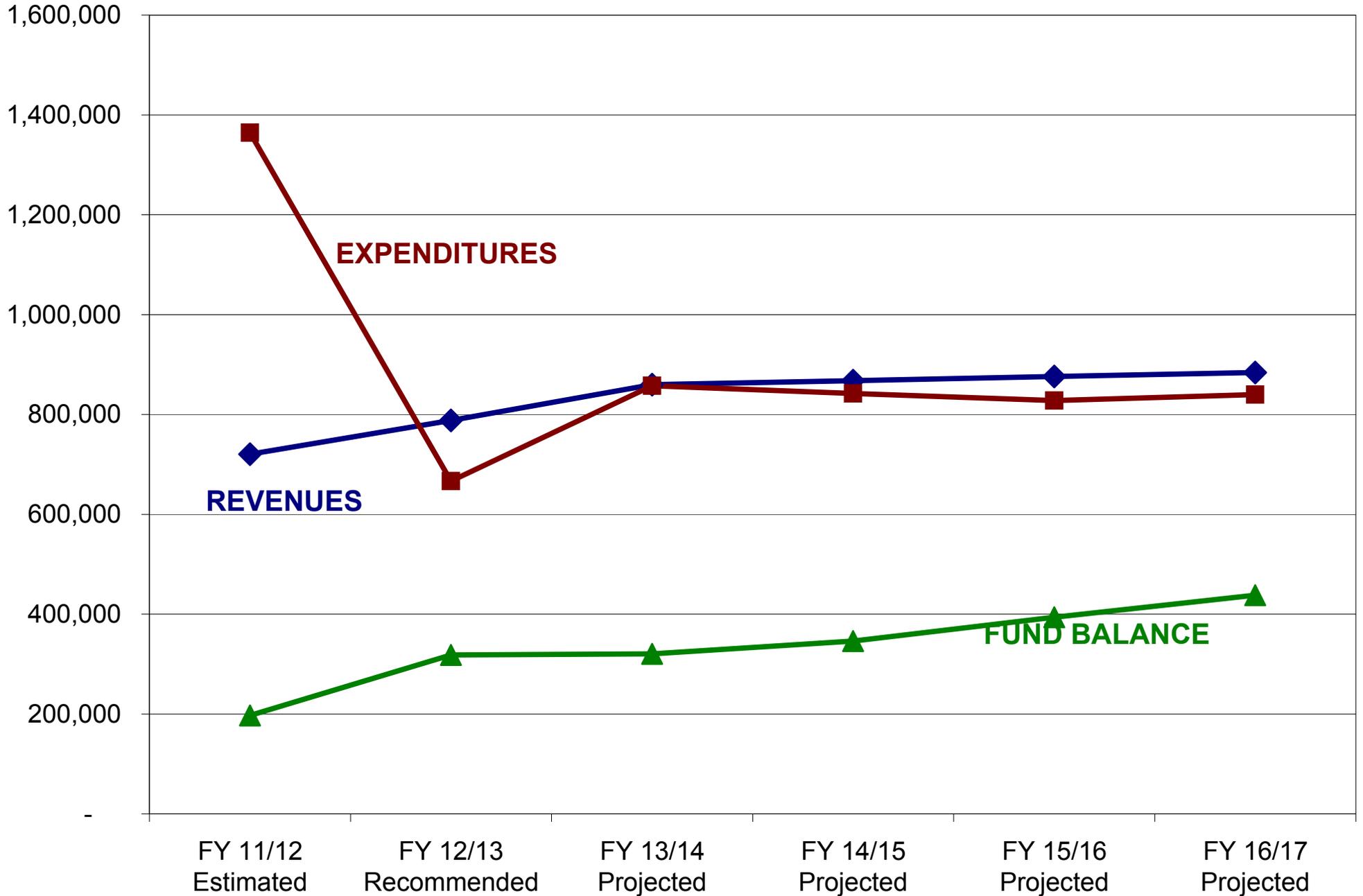
<u>Salaries and Benefits</u>	FY 2012/13	Economic Mgr salary and benefits budgeted in Bed Tax Fund (previously in Gen Fund) 2 new positions budgeted - Economic Development Specialist and Office Specialist 2.5% cost of living adjustment, 1% pension increase
	FY 2013/14 - 2014/15	3.5% pay increase, .5% pension increase
	FY 2015/16 - 2016/17	4% pay increase, .5% pension increase

<u>Operations & Maintenance</u>	FY 2012/13	TREO - funded at \$1 per capita of Town population MTCVB - flat to FY 2011/12 budget Chamber of Commerce funded at \$25K Capacity of \$30K for special events Local economic development marketing budget flat at \$60K
	FY 2013/14 - 2016/17	TREO - funded at \$1 per capita of Town population (forecasted pop. growth of 1%/yr) MTCVB - funded at 1/2 of 1% of the 6% bed tax collections Chamber of Commerce funded at \$25K Capacity of \$30K for special events Local economic development marketing budget flat at \$60K

<u>Fund Transfers</u>	FY 2012/13	Transfer to Debt Service Fund for new Aquatics bonds \$177K transfer to General Fund to cover increased personnel and O&M costs for expanded Aquatics facility
	FY 2013/14 - 2016/17	Transfer to Debt Service Fund for Aquatics bonds Gradual reduction in transfer to General Fund to cover personnel and O&M costs for expanded Aquatics facility

Bed Tax Fund

Revenues, Expenditures and Fund Balance





Town Council Regular Session

Item # 3.

Meeting Date: 05/02/2012

Requested by: David Williams

Submitted By:

Matt Michels, Development
Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

REQUEST FOR APPROVAL OF CONCEPTUAL SITE PLAN AND CONCEPTUAL ARCHITECTURE FOR THE ENCANTADA AT STEAM PUMP APARTMENTS, LOCATED IN THE NORTHERN PORTION OF STEAM PUMP VILLAGE, ON THE WEST SIDE OF ORACLE ROAD

RECOMMENDATION:

At the April 10, 2012 meeting, the Conceptual Design Review Board (CDRB) voted to recommend approval of two components of the Conceptual Design Package for Encantada Apartments:

1. Conceptual Site Plan subject to the conditions shown in Attachment 1, Part I
2. Conceptual Architecture subject to the conditions shown in Attachment 1, Part II

The staff report to the CDRB is included as Attachment 2 and the CDRB draft minutes are included as Attachment 3.

EXECUTIVE SUMMARY:

The applicant requests approval of a Conceptual Site Plan (Attachment 4) and Conceptual Architecture (Attachment 5). This project entails development of a 288 unit apartment complex consisting of twelve (12) 24-unit apartment buildings with a clubhouse/office and a publicly accessible coffee shop adjacent to the clubhouse/office. Access to the site is provided from two driveways onto Oracle Road and a cross-connection from Phase III of Steam Pump Village to the south. A signal at the intersection of Oracle Road and Rams Field Pass is anticipated.

In addition, the CDRB approved an alternative parking ratio for the project of 1.67 parking spaces per unit (see discussion on Page 3 of Attachment 2).

BACKGROUND OR DETAILED INFORMATION:

SITE CONDITIONS:

- Site is 13.03 acres (apartment site is 12.03 acres and coffee shop site is 1 acre)
- Zoning is Steam Pump Village Planned Area Development (PAD)
- Commercial uses (retail, restaurant and hotel) and Basis Charter School are located in proximity to this project
- Proposed uses include apartment complex with associated facilities and publicly-accessible coffee shop
- Property is currently vacant
- Site slopes generally from north to south
- Steam Pump Village PAD is exempt from Oracle Road Scenic Corridor Overlay District (ORSCOD)

PROPOSED IMPROVEMENTS:

- Twelve (12) 24-unit apartment buildings; 1-3 bedroom units
- Allowed building height:
 - Up to 100' from Oracle road - 30'
 - 100'-150' from Oracle Rd. - 39'
 - 150'+ from Oracle Rd. - 49' (including architectural elements)
- Proposed building height: 34', three stories
- The project is in conformance with the PAD setback requirements, specifically a 120' average setback from Oracle Road and rear setback of 30'.
 - Nearest residence located west of the project is approximately 1000'.
 - Nearest residence located east of the project (across Oracle Rd.) is approximately 450'.
- 482 parking spaces based on an Alternative Parking Analysis (1.67 spaces/unit; see Attachment #3). The PAD does not have a residential parking standard. Therefore, Zoning Code standards apply. An alternative parking ratio was approved by the CDRB.
- At least 20% landscaped open space is required by the PAD.
- Landscape concept includes:
 - All plants from Steam Pump Village PAD approved plant list
 - Required buffer yard plantings on front of property
 - Landscaping in rainwater harvesting basins
 - Curvilinear screen wall at front of property
- Rainwater harvesting basins located throughout the site

Conceptual Site Plan:

The CDRB found that with the incorporation of the conditions in Attachment 1, Part I, the Conceptual Site Plan (see Attachment 4) will be in substantial conformance with the Design Principles and applicable Design Standards, and has recommended approval.

Conceptual Architecture:

The CDRB found that with the incorporation of the conditions in Attachment 1, Part II, the Conceptual Architecture (see Attachment 5) will be in substantial conformance with the Design Principles and applicable Design Standards, and has recommended approval.

PUBLIC NOTIFICATION AND COMMENT:

Expanded notice to the public was provided consistent with Town-adopted procedures, which includes the following:

- Notification of residents within 1000 feet, plus the entire Rams Field and Rams Canyon subdivisions (260 residents total)
- Posting at Town Hall
- All registered HOAs

A neighborhood meeting was held on January 23, 2012. Approximately 10 residents attended this meeting. A summary of the neighborhood meeting is attached for your reference (see Attachment 6). The major of comments and concerns, including concerns related to vegetative screening and architectural variety, have been addressed on the Conceptual Site Plan and Architecture or added as conditions of approval. One letter in opposition has been received regarding the Conceptual Site Plan (see Attachment 7).

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

The Town Council may wish to consider one of the following suggested motions:

CONCEPTUAL SITE PLAN:

I MOVE to approve the Conceptual Site Plan for Encantada at Steam Pump Apartments, located on the west side of Oracle Road and south of Rams Field Pass, subject to the conditions in Attachment 1, Part I, finding that the Conceptual Site Plan meets applicable Design Principles and Standards.

OR

I MOVE to deny the Conceptual Site Plan for Encantada at Steam Pump Apartments, located on the west side of Oracle Road and south of Rams Field Pass, finding that the Conceptual Site Plan does not meet applicable Design Principles and Standards.

CONCEPTUAL ARCHITECTURE:

I MOVE to approve the Conceptual Architecture for Encantada at Steam Pump Village apartments, located on the west side of Oracle Road and south of Rams Field Pass, subject to the conditions in Attachment 1, Part II, finding that the Conceptual Architecture meets applicable Design Principles and Standards.

OR

I MOVE to deny the Conceptual Architecture for Encantada at Steam Pump Village apartments, located on the west side of Oracle Road and south of Rams Field Pass, finding that the Conceptual Architecture does not meet applicable Design Principles and Standards.

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - 4/10/12 CDRB Report

Attachment 3 - Draft 4/10/12 CDRB Minutes

Attachment 4 - Conceptual Site Plan

Attachment 5 - Conceptual Architecture

Attachment 6 - Neighborhood Meeting Summary

Attachment 7 - Anders Letter

Attachment 1
Conditions of Approval
Encantada at Steam Pump Village apartments
OV1212-01

Part I: Conceptual Site Plan

Engineering:

1. If a traffic signal is warranted at the Rams Field Pass intersection, a crosswalk with pedestrian signal heads shall be required due to the construction of the last phase of Steam Pump Village.
2. Provide connections from the crosswalk that will not be impeded by access gates to:
 - the existing multi-use path
 - the bosque park, and
 - the remainder of the Steam Pump Village development to be provided along the front of the property that connects to the coffee house area of the development.
3. A transit stop is required for the overall Steam Pump Village development. Continued coordination with Town staff is required to determine an acceptable location for the transit stop. An agreed upon location shall be required prior to final approval of the Final Site Plan.

Planning:

1. Provide landscaped open space calculation on the Conceptual Site Plan.
2. All proposed aerial fire apparatus lanes must be approved by the Golder Ranch Fire District.
3. In exchange for use of Town property for drainage purposes, the applicant shall work with the Town to design landscaping and other improvements (i.e. parking, primitive trail, seating, pedestrian connection to the CDO trail, etc.) to the Town-owned parcel and shall execute an agreement for the installation and maintenance of said improvements.
4. Trees will be limited to species with a mature height of no more than 15 feet in areas around fire aerial apparatus access lanes, including parking islands in front of fire lanes.
5. Refuse areas must be screened with a 6-foot opaque screen painted to match the buildings and additional vegetative screening must be provided around all refuse areas to shield them from view from Oracle Road and the CDO trail.
6. Provide a pedestrian connection from Encantada to the mesquite bosque park.

Part II: Conceptual Architecture

1. Provide shade devices or additional canopy trees on all west facing facades on Buildings #3, 7, 9, and 11 to address heat gain concerns and to limit lighting impacts on neighbors to the west.
2. Provide horizontal banding between the first and second floors of the buildings to break up the verticality of the buildings.
3. Provide a decorative feature above the stairwell entry porticos.
4. Provide a color palette including at least three (3) related or complementary hues add variety and avoid the monotonous repetition of the same color. The same color scheme shall not be repeated on adjacent buildings or buildings directly across from each other.
5. A plan depicting the view of the rooftop mechanical equipment from the adjacent neighborhood, with required screening to conceal the equipment, must be submitted for review and approval of staff.
6. A plan depicting the entry feature(s) must be submitted for review and approval by staff.

TOWN OF ORO VALLEY

CONCEPTUAL DESIGN REVIEW BOARD

MEETING DATE: April 10, 2012

TO: CONCEPTUAL DESIGN REVIEW BOARD

FROM: Matt Michels, AICP, Senior Planner

SUBJECT: **Conceptual Site Plan, Conceptual Architecture, and Alternative Parking Ratio for the Encantada at Steam Pump apartments**, located on the west side of Oracle Road and south of Rams Field Pass, OV1212-01.

SUMMARY:

This project entails development of a 288 unit apartment complex consisting of twelve (12) 24-unit apartment buildings with a clubhouse/office and a publicly accessible coffee house adjacent to the clubhouse/office. Access to the site is provided from two driveways onto Oracle Road and a cross-connection from Phase III of Steam Pump Village to the south. A signal at the intersection of Oracle Road and Rams Field Pass is anticipated.

This review entails both the Conceptual Site Plan and Conceptual Architecture. Conceptual public art is not included in this review and will be presented separately at a later date. The CDRB review is focused on the fundamental elements of the design, including: site layout; circulation; parking; landscape concept (please note that the Conceptual Landscape Plan (Attachment #4) reflects a previous building layout. The current building layout is contained in the attached Conceptual Site Plan (Attachment #2); and conceptual grading and drainage information. The information must be sufficient to demonstrate that the design concept is achievable and to ensure community fit.

Many important design issues raised by Town staff and the neighbors, including site layout, viewshed protection, lighting, bufferyards, and access, have been integrated into the design of the project. Some of the more specific issues, such as lighting pole height and screening design, will be evaluated during the Final Design phase. The Conceptual Site Plan and Conceptual Architecture have been evaluated for conformance to the Design Principles found in Section 22.5.D.5 of the Zoning Code and the Design Standards found in Addendum "A".

This report contains staff analysis, proposed conditions of approval and suggested motions for the Conceptual Site Plan and Conceptual Architecture. The Conceptual Design Principles are utilized as primary guidance for Staff and CDRB evaluation of the applications. The Addendum "A" Design Standards are used as secondary guidance, as appropriate.

SECTION I: BACKGROUND

Site Conditions

- Site is 13.03 acres (apartment site is 12.03 acres and coffee shop site is 1 acre)
- Zoning is Steam Pump Village Planned Area Development (PAD)
- Commercial uses (retail, restaurant and hotel) and Basis Charter School are located in proximity to this project
- Proposed uses include apartment complex with associated facilities and publicly-accessible coffee house
- Property is currently vacant
- Site slopes generally from north to south
- Steam Pump Village PAD is exempt from Oracle Road Scenic Corridor Overlay District (ORSCOD)

Proposed Improvements

- Twelve (12) 24-unit apartment buildings; 1-3 bedroom units
- Allowed building height:
 - Up to 100' from Oracle road - 30'
 - 100'-150' from Oracle Rd. - 39'
 - 150'+ from Oracle Rd. - 49' (including architectural elements)
- Proposed building height: 34', three stories
- The project is in conformance with the PAD setback requirements, specifically a 120' average setback from Oracle Road and rear setback of 30'.
 - Nearest residence located west of the project is approximately 1000'.
 - Nearest residence located east of the project (across Oracle Rd.) is approximately 450'.
- 482 parking spaces based on an Alternative Parking Analysis (1.67 spaces/unit; see Attachment #3).
 - The PAD does not have a residential parking standard. Therefore, Zoning Code standards apply. The applicant has requested an alternative parking ratio as described above.
- At least 20% landscaped open space is required by the PAD.
- Landscape concept includes:
 - All plants from Steam Pump Village PAD approved plant list
 - Required buffer yard plantings on front of property
 - Landscaping in rainwater harvesting basins
 - Meandering curvilinear screen wall at front of property
- Rainwater harvesting basins located throughout the site

Approvals to Date

- Steam Pump Village PAD approved August 10, 1988 (Ordinance (O) 88-171)
- PAD amended on April 20, 2011 (Ordinance (O) 11-11), which included provision for 12 acres of multi-family residential with up to 300 units

Surrounding Land Uses

Direction	Land Use	Zoning
North	Town-owned open space parcel	Steam Pump PAD
South	Basis Charter School	Steam Pump PAD
East	Public Storage Facility Big Horn Commerce Commercial Ctr. (vacant); Single Family Residential	La Reserve PAD, CPI Oro Valley C-2 La Reserve PAD, residential
West	CDO Wash	R1-144

SECTION II: CONCEPTUAL SITE PLAN

A. Oro Valley Zoning Code

The Conceptual Site Plan is in substantial conformance with all applicable zoning code requirements. The following is a list of noteworthy items:

1. Alternative Parking Compliance: Per Section 27.7.C.2, the Conceptual Design Review Board (CDRB) may approve an alternative parking ratio to the attached dwelling parking standards found in Table 27-13 of the Zoning Code (see Attached Dwelling Parking table, below):

Attached Dwelling Parking

Number of Bedrooms	Parking Spaces Per Dwelling
One or less	1.5
Two	1.75
Three	2.0

Plus one (1) space per every four (4) units for guest parking

The CDRB’s review of Alternative Parking Compliance is based on the following criteria:

- a. Review Criteria: To approve an alternative plan, the Conceptual Design Review Board must find that the proposed alternative plan accomplishes the purpose of this section equally well or better than the standards of this section. The Conceptual Design Review Board shall consider:
 - i. The number of employees occupying the building or land use and the number of expected customers or clients.
 - ii. The availability of nearby parking (if any).
 - iii. Purchased or leased parking spaces in a municipal or private parking lot meeting the requirements of the Town; trip reduction programs (if any).
 - iv. Any other factors that may be unique to the applicant’s development request.
 - v. Continuity and convenient proximity for pedestrians between or among existing or future uses in the vicinity.
 - vi. Visual and aesthetic impact along the public street by placing parking lots to the rear or alongside of buildings, to the maximum extent feasible. Visual and aesthetic impact of the surrounding neighborhood.
 - vii. Impact on any facilities serving alternative modes of transportation.
 - viii. Impact on natural areas or features.
 - ix. Maintenance of mobility-impaired parking ratios.

The applicant has provided an alternative parking analysis (see Attachment #3) describing how the aforementioned criteria have been met. Their proposed parking standard of 1.67 spaces/unit is based on the applicant’s long-term experience with multi-family projects they have developed and managed.

B. Steam Pump Village PAD

The Conceptual Site Plan is in substantial conformance with Steam Pump Village PAD development requirements and design guidelines. Following are key design guidelines (*in italics*), followed by staff evaluation of how the site design addresses the principles:

1. Section 1.3.A.1: “...*provide visual relief to avoid bulk concerns.*”

The placement of several buildings around linear pockets of open space, including between Buildings #2, 3, and 4 and a larger area between Building #6, 8, 9, and 10, serve to provide swaths of open space that provide visual relief within the site. The site design could benefit from more staggered setbacks or other angulation of the buildings to add additional visual relief. However, moving the buildings could result in less usable open space between buildings.

2. Section 1.3.A.6.e” “...provide visual...access to the open space mesquite bosque” located adjacent to the north end of the project.

The Town-owned mesquite bosque parcel will be highly visible from the northern side of the property and the northern entrance near the proposed signal at Ram’s Field Pass. The applicant has agreed to improve the parcel and provide public and apartment resident access. Staff has added a condition to Attachment #1.

C. Oro Valley Zoning Code Conceptual Site Design Principles, Section 22.9.D.5.a.

The Conceptual Site Plan is in substantial conformance with all applicable Conceptual Site Design Principles. Following are key Design Principles (*in italics*), followed by staff evaluation of how the site design addresses the principles:

1. *Building orientation: the location, orientation and size of structures shall promote a complementary relationship of structures to one another.*

The buildings have been placed and oriented on the site to efficiently utilize the property and maximize density and accessibility. Due to the high density and verticality of the 3 story buildings, several design strategies have been implemented to improve the “complimentary relationship of structures to one another.” These include placing the buildings at angles on the site to reduce appearance of bulk and provide visual variety. The overall design aims to avoid a linear “barracks” appearance.

2. *Drainage/grading: site grading shall minimize impacts on natural grade and landforms and provide for subtle transitions of architectural elements to grade. Significant cuts and fills in relation to natural grade shall be avoided or minimized to the extent practical given property constraints.*

The site is generally flat. No major cuts or fills will be required. The site will be lowered approximately 8 feet on the eastern side adjacent to Oracle Road to match the grade of property to the south. This will further reduce the visual impact of the project from Oracle Road and nearby neighborhoods.

3. *Connectivity: strengthen the usability and connectivity of the pedestrian environment internally and externally by enhancing access to the public street system, transit, adjoining development and pedestrian and bicycle transportation routes. Where appropriate, buildings and uses should provide access to adjacent open space and recreational areas.*

The internal pedestrian facilities for this project are intended to bring residents and visitors from the parking areas along the perimeter to the building entrances and from the buildings to the open space/recreation areas and the clubhouse/pool and coffee house. Two pedestrian connections to the CDO trail and a pedestrian connection to the Steam Pump Village to the south will be provided. The placement of buildings serves to create nodes of usable open space on the site.

A condition requiring a sidewalk along Oracle Road, as required by the PAD, has been added to Attachment #1. In addition, an additional pedestrian connection to Phase III of Steam Pump Village to the south and a pedestrian connection to the mesquite bosque park has been added.

D. Addendum A Design Standards

The Conceptual Site Plan is in substantial conformance with all applicable Design Standards. Following are notable Design Standards (*in italics*), followed by staff evaluation of how the site design addresses the standards:

- Section 4.1.A.2.c, *Open space shall be used to enhance the community through use of one or more of the following design strategies: c. Place pockets of landscaped open space or common areas between buildings and to provide a serene, attractive residential atmosphere.*

The design includes several nodes of usable, meaningful open space between buildings to provide for active and passive recreation and gatherings, with the largest area between Buildings #6, 8, 9, and 10. The PAD requires 20% minimum landscaped open space, which will be met.

- Section 4.1.H, *Crime Prevention Through Environmental Design (CPTED)*

The site has been designed to consider natural surveillance by placing common areas and recreational features in highly visible locations. The “eyes on the street” deter illicit or unauthorized activities. Access to the residential portion of the property will be controlled to limit access to residents and authorized guests.

- Section 4.3.B, *Landscape Themes and Character. Landscaping shall enhance visual character and provide amenities for pedestrians.*

Project and building entrances will be enhanced with landscaping and trees and plant materials will be used to create shade for pedestrians. Overall, the project will provide a substantial number of canopy shade trees and understory plants to soften the appearance of the project and provide shade.

E. Engineering Division Comments

DRAINAGE

The project site is located within the undeveloped fourth phase of Steam Pump Village. Existing stormwater runoff flows through the site in a northeast to southwest direction. The runoff is directed into an existing network of catch basins and storm drains immediately north of the Basis School site. The storm drain system discharges the collected stormwater runoff into the existing Steam Pump Village detention basin located west of Baggins. The detention basin functions to attenuate stormwater discharge for the Steam Pump Village development and ultimately discharges into the Foothills Channel which feeds into the Canada del Oro Wash.

The proposed drainage improvements will include extending the existing storm drain system as intended per the original master drainage report for Steam Pump Village. The new improvements shall be designed to work within the constraints of the original master drainage report, the Town’s Drainage Criteria Manual and Floodplain Ordinance. Furthermore, additional detention storage shall be required with this project to mitigate off-site stormwater runoff from the open space parcel that adjoins the development to the north

The use of rainwater harvesting basins and first flush treatment will be incorporated into the final design in accordance with Town requirements. First flush treatment is designed to capture sediment, debris, trash, oils, and grease within runoff discharging from parking areas and access drives.

GRADING

A Type 2 Grading Permit is required to construct the building pad, drainage structures, utilities, parking lot, and any other structures requiring grading on the project site. The grading represented within the Conceptual Site Plan conforms to the requirements of the Steam Pump PAD, Chapter 27.9 of the Town's Zoning Code, and the Town's Subdivision Street Standards.

TRAFFIC

The proposed development will be accessed via three locations: an existing access driveway turnout from Oracle Road, the existing Rams Field Pass intersection, and from within the Steam Pump Village development. The access driveway along Oracle Road will be limited to right-in/out traffic movements while the Rams Field Pass intersection will be full access. A Traffic Impact Analysis (TIA) was prepared for this project. The TIA identifies several recommended improvements along Oracle Road to mitigate traffic impacts such as a traffic signal at the Oracle Road/Rams Field Pass intersection.

All required off-site roadway improvements shall be the responsibility of the developer. All constructed improvements within the Oracle Road right-of-way will require a separate permit issued from the Arizona Department of Transportation.

CONCLUSION/RECOMMENDATION:

Based on a review of relevant standards, staff finds that the Conceptual Site Plan is in substantial conformance with the Zoning Code, Steam Pump Village PAD, Design Principles and applicable Design Standards. The proposed development is adequately separated and screened from homes to the east and west and from Oracle Road and will be generally compatible with the existing area, including existing development at Steam Pump Village to the south. The project includes pedestrian connectivity to and within the site, to the CDO trail, and internally with development to the south. Staff recommends approval of the Conceptual Site Plan subject to the attached conditions in Part I of the Conditions of Approval (see Attachment #1).

SUGGESTED MOTION:

The CDRB may wish to consider one of the following suggested motions:

I move to recommend [approval OR approval with conditions] of the Conceptual Site Plan and approve the alternative Parking Analysis for Encantada at Steam Pump Village, subject to the conditions of Part I in Attachment #1, finding that:

- The proposed Conceptual Site Plan meets the applicable Zoning Code Review criteria.
- The proposed Conceptual Site Plan meets the applicable Steam Pump Village PAD criteria.

OR

I move to recommend denial of the Conceptual Site Plan and deny the Alternative Parking Analysis for Encantada at Steam Pump Village apartments, finding that the proposal does not meet the applicable Zoning Code Review Criteria.

SECTION III: CONCEPTUAL ARCHITECTUREA. Oro Valley Zoning Code Conceptual Architectural Design Principles, Section 22.9.D.5.b.

The Conceptual Architecture (see Attachment #5) for the buildings is in substantial conformance with the Architectural Design Principles. Staff has proposed conditions to meet Conceptual Architectural Design Principles and Standards. Following are the Design Principles (*in italics*) followed by staff evaluation of how the architecture conforms and responds to the principles:

1. *Design: building architectural design shall be appropriate for the climate and characteristics of the Sonoran Desert, including indigenous and traditional textures, colors, and shapes found in and around Oro Valley. All development shall maintain and strengthen the high quality of design exemplified in Oro Valley through project creativity and design excellence.*

The buildings incorporate traditional and contemporary Southwestern elements, shapes, and textures, sloped and flat roof planes, architecturally appropriate multi-light windows with pop-outs and lintels, and the use of traditional roof tile and stucco finish. The entries to the stair wells are well defined with the extensive use of stone veneer. The architectural design is appropriate for the area and is compatible with surrounding development.

2. *Scale, height and mass: building scale, height and mass shall be consistent with the town-approved intensity of the site, designated scenic corridors, and valued mountain views. Buildings shall be designed to respect the scale of adjoining areas and should mitigate the negative and functional impacts that arise from scale, bulk and mass.*

The project area includes the Basis Charter School to the south, other commercial development within Steam Pump Village and employment and commercial development across Oracle Road. The scale, height, and mass of the project is appropriate for this portion of the Oracle Road corridor. The applicant has proposed steps to mitigate impacts of the development, including the addition of additional canopy trees along the western side of the development and reducing light pole height, as needed, to minimize lighting impacts on adjacent residential areas. The primary views from adjacent homes are towards the Catalinas and Pusch Ridge to the southeast. The project will not significantly impede these primary views from nearby residences to the west.

3. *Façade articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to; overhangs, trellises, projections, awnings, insets, material, and texture shall be used to create visual interest that contribute to a building's character.*

All elevations of the building façade are generally well articulated through the use of varying roof and wall planes and surface articulation around windows and door openings. Staff has worked with the applicant to include architectural features that were not originally included, including the stone veneer wainscot, contrasting banding between floors, deeper/more defined eaves (18" deep) and exposed rafter tails along the fascia of the horizontal roof elements. These features serve to enhance the architecture and make the project more appropriate and compatible with existing buildings at Steam Pump Village.

4. *Screening: building design and screening strategies shall be implemented to conceal the view of loading areas, refuse enclosures, mechanical equipment, appurtenances, and utilities from adjacent public streets and neighborhoods.*

All mechanical units will be screened by a parapet wall. No mechanical equipment, refuse enclosures, appurtenances, or utilities will be visible from adjacent residences or Oracle Road. A 5' screen wall with landscaping is included along Oracle Road to screen parking from Oracle Road, with the exception of the clubhouse, office and coffee shop, which may be reduced in height.

Refuse areas must be screened with a 6-foot opaque screen painted to match the buildings. The design does not include details for this screening, but will be required at the final design phase. Please note that the refuse containers along Oracle Road will be approximately eight (8') below grade and will be largely concealed from view from the roadway. A condition has been added to Attachment #1 to further mitigate possible view of the trash enclosures from Oracle Road with additional vegetation.

B. Addendum A Design Standards

The Conceptual Architecture is in substantial conformance with all applicable Design Standards. Following are notable Design Standards (*in italics*), followed by staff evaluation of how the architecture addresses the standards:

- Section 4.2.A.3.a. *Project design shall consider and integrate all elements by: (1) Provide consistent architectural treatments, articulation, and fenestration to present a coherent design theme for all sides of a building.*

The overall design of the buildings present a coherent theme on all four sides of the building. There is some concern that the repetition of the same color and material palettes will appear monotonous. Staff recommends that at least 3 color palettes be used to add variety to the project. A condition has been added to Attachment #1 to address this concern.

- Section 4.1.B.1, *Multi-family residential developments shall provide well defined entry features at all major entrances...*

The project will have two entry points from Oracle Road and an entry from Steam Pump Village on the south. The project entry will feature a monument sign and the walls will be designed to help to define the project identity and create a sense of arrival with themed landscaping elements.

The applicant will need to provide a primary entry feature that coordinates with other entries into Steam Pump Village. A condition has been added to Attachment #1 to address this requirement.

- Section 4.2.A.3.d, *Rooftop mechanical equipment, vents and ducts shall be screened or painted to match the roof color and building architecture and shall not be visible generally...*

The conceptual elevations do not indicate where rooftop mechanical equipment will be installed and how units will be screened. A rooftop parapet is provided, and must be sufficient to conceal the mechanical equipment from view from residences and public streets. Staff has added a condition to Attachment #1 to require that this be added.

- Section 4.2.C.1.b and c, *Emphasize the horizontal, but break up long, continuous building surfaces with off-sets or contrasting forms at regular intervals along the primary façade. Vary roofline silhouettes.*

The buildings incorporate sloped and flat roof elements around the perimeter of the buildings. The design adds visual interest and variety to the building.

All buildings will incorporate a stone veneer wainscot along all facades of the buildings to better define and add visual interest to the pedestrian level. In addition, the stairwell entry areas will all have full stone veneer from ground level to the top of the buildings to define the entry points. Staff recommends that horizontal banding be provided between the first and second floors of the buildings to offset the verticality of the buildings which is accentuated by the stone around the stairwell entry porticos.

- Section 4.2.C.2.a and b, *Multi-family residential building materials shall be of high quality and proven durability in the Sonoran Desert environment. Permitted primary materials include...cement hard coat stucco...natural or simulated (cultured) stone...*

As discussed, the buildings will have a large amount of stone veneer around the first level wainscot and around the stairwell entry porticos.

- Section 4.2.F.1.a, *Provide shade for exterior walls, especially on the south and west elevations, through the use of roof overhangs, exterior shading devices or inset windows.*

While portions of the buildings will have exterior shading around the patio areas, staff has added a condition to Attachment #1 requiring shade structures or additional canopy trees on all west facing facades on Buildings #3, 7, 9, and 11 to address heat gain concerns and to limit lighting and privacy impacts on neighbors to the west.

CONCLUSION/RECOMMENDATION:

The Conceptual Architecture is in substantial conformance with the Design Standards. Staff recommends approval subject to Part II of Attachment #1.

SUGGESTED MOTION:

The CDRB may wish to consider one of the following suggested motions:

I move to recommend [approval OR approval with conditions] of the Conceptual Architecture for Encantada at Steam Pump Village apartments, subject to Part II in Attachment #1, finding that:

- The proposed Conceptual Public Architecture meets the applicable Zoning Code Review criteria.

OR

I move to recommend denial of the Conceptual Architecture for Encantada at Steam Pump Village apartments, finding that the proposal does not meet applicable Zoning Code Review criteria and standards.

SECTION IV: PUBLIC NOTIFICATION AND COMMENT:

Notice to the public was provided consistent with Town-adopted noticing procedures, which includes the following:

- Notification of residents within 1000, plus the entire Rams Field and Rams Canyon subdivisions (260 residents total)
- Posting at Town Hall
- All registered HOAs

A neighborhood meeting was held on January 23, 2012. Approximately 10 residents attended this meeting. A summary of the neighborhood meeting is attached for your reference (see Attachment #6). All applicable comments and concerns, including concerns related to vegetative screening and architectural variety, have been addressed on the Conceptual Site Plan and Architecture or added as conditions of approval. One letter in opposition has been received regarding the Conceptual Site Plan (see Attachment #7).

Attachments:

1. Conditions of Approval
2. Conceptual Site Plan
3. Alternative Parking Analysis
4. Conceptual Landscape Plan
5. Conceptual Architecture
6. Neighborhood Meeting Summary
7. Anders Letter

cc: Teresa Vasquez, HSL Properties, teresav@hslproperties.com
Mike Censky, HSL Properties, mcensky@hslproperties.com
Allison Reis, Evergreen DevCo, Allison.Reis@Evergreendev.com
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David Little, WLB, dlittle@wlbgroup.com

**MINUTES
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD
REGULAR SESSION
APRIL 10, 2012
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

CALL TO ORDER AT OR AFTER 6:00 P.M.

Chairman Sakellar called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT:

Dino Sakellar, Chairman
Richard Luckett, Vice Chair
Gil Alexander, Member
Nathan Basken, Member
Rachel Childers, Member
Kit Donley, Member
Harold Linton, Member

ABSENT:

David Adler, Member

EXCUSED:

Richard Eggerding, Member

ALSO PRESENT:

Joe Hornat, Council Member
Lou Waters, Council Member

PLEDGE OF ALLEGIANCE

Chairman Sakellar led the audience in the Pledge of Allegiance

CALL TO AUDIENCE

Chairman Sakellar opened the Call to Audience with no speakers.

1. **REVIEW AND POSSIBLE ACTION REGARDING CONCEPTUAL SITE PLAN, CONCEPTUAL ARCHITECTURE AND ALTERNATIVE PARKING RATIO FOR THE ENCANTADA AT STEAM PUMP APARTMENTS (OV1212-01)**

Matt Michels, Senior Planner, presented the following:

-Location Map

- Steam Pump Village Overview
- Conceptual Site Plan
- Conceptual Site Design Principles
- Town Owned Mesquite Bosque Parcel: Proposed Improvements
- Alternative Parking Analysis
- Conceptual Landscape Plan
- Addendum A Design Standards
- Summary/Recommendation

- Architectural Design Principles
- Conceptual Design Principles
- Site Section
- Leasing Office & Coffee House/Bistro Elevations
- View of site from CDO Trail
- View of site from Oracle Road
- Addendum A Design Standards
- Proposed Color/Material Palette
- Public Participation Process
- Neighborhood Questions & Concerns
- Summary/Recommendations

Mike Censky, applicant, representing HSL Properties, addressed the following:

- Color Palette
- Roof Colors
- Parking Ratio
- Lighting Impacts
- Decorative Features on Building

Will Loesche, Golder Ranch Fire Marshall, responded to the Board's fire safety concerns regarding large trees on the west elevation.

Bill Adler, Oro Valley Resident, commented on parking on the site, people and recreation ratio, window tinting and avoiding open stairwells.

MOTION: A motion was made by Richard Lockett, Vice Chair and seconded by Rachel Childers, Member recommend approval of the Conceptual Site Plan for Encantada at Steam Pump Village, subject to the conditions of Part I in Attachment #1, finding that the proposed Conceptual Site Plan meets the applicable Design Principles, Design Standards and Steam Pump Village PAD criteria.

Attachment 1
Conditions of Approval
Encantada at Steam Pump Village apartments
OV1212-01
Part I: Conceptual Site Plan

Engineering:

1. If a traffic signal is warranted at the Rams Field Pass intersection, a crosswalk with pedestrian signal heads shall be required due to the construction of the last phase of Steam Pump Village.
2. Provide connections from the crosswalk that will not be impeded by access gates to:
 - the existing multi-use path
 - the bosque park, and
 - the remainder of the Steam Pump Village development to be provided along the front of the property that connects to the coffee house area of the development.
3. A transit stop is required for the overall Steam Pump Village development. Continued coordination with Town staff is required to determine an acceptable location for the transit stop. An agreed upon location shall be required prior to final approval of the Final Site Plan.

Planning:

1. Provide landscaped open space calculation on the Conceptual Site Plan.
2. All proposed aerial fire apparatus lanes must be approved by the Golder Ranch Fire District.
3. In exchange for use of Town property for drainage purposes, the applicant shall work with the Town to design landscaping and other improvements (i.e. parking, primitive trail, seating, pedestrian connection to the CDO trail, etc.) to the Town-owned parcel and shall execute an agreement for the installation and maintenance of said improvements.
4. Trees will be limited to species with a mature height of no more than 15 feet in areas around fire aerial apparatus access lanes, including parking islands in front of fire lanes.
5. Refuse areas must be screened with a 6-foot opaque screen painted to match the buildings and additional vegetative screening must be provided around all refuse areas to shield them from view from Oracle Road and the CDO trail.
6. Provide a pedestrian connection from Encantada to the mesquite bosque park.

MOTION carried, 6-1 with Harold Linton, Member opposed.

MOTION: A motion was made by Richard Lockett, Vice Chair and seconded by Nathan Basken, Member approve the Alternative Parking Ratio for Encantada at Steam Pump Village apartments, finding that the proposed Alternative Parking Ratio meets the applicable Zoning Code Review criteria.

MOTION: A motion was made by Richard Lockett, Vice Chair and seconded by Nathan Basken, Member to Amend approve the Alternative Parking Ratio for Encantada at Steam Pump Village apartments, finding that the proposed Alternative Parking Ratio meets the appropriate Zoning Code requirements.

MOTION carried, 5-2 with Gil Alexander, Member, and Harold Linton, Member opposed.

MOTION: A motion was made by Nathan Basken, Member and seconded by Richard Luckett, Vice Chair recommend approval of the Conceptual Architecture for Encantada at Steam Pump Village apartments, subject to the conditions of Part II in Attachment #1, finding that the proposed Conceptual Architecture meets the applicable Design Principles and Design Standards.

Chairman Sakellar added a friendly amendment to require shade elements on western elevations as approved by staff.

MOTION: A motion was made by Nathan Basken, Member and seconded by Richard Luckett, Vice Chair to amend recommend approval of the Conceptual Architecture for Encantada at Steam Pump Village apartments, subject to the conditions of Part II in Attachment #1, finding that the proposed Conceptual Architecture meets the applicable Design Principles and Design Standards, and to include a requirement of shade elements on the western elevations as approved by staff.

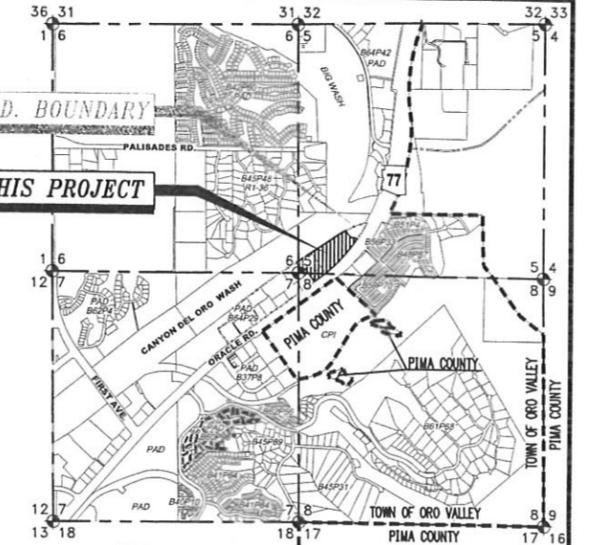
Attachment 1
Conditions of Approval
Encantada at Steam Pump Village apartments
OV1212-01

Part II: Conceptual Architecture

1. Provide shade devices or additional canopy trees on all west facing facades on Buildings #3, 7, 9, and 11 to address heat gain concerns and to limit lighting impacts on neighbors to the west.
2. Provide horizontal banding between the first and second floors of the buildings to break up the verticality of the buildings.
3. Provide a decorative feature above the stairwell entry porticos.
4. Provide a color palette including at least three (3) related or complementary hues add variety and avoid the monotonous repetition of the same color. The same color scheme shall not be repeated on adjacent buildings or buildings directly across from each other.
5. A plan depicting the view of the rooftop mechanical equipment from the adjacent neighborhood, with required screening to conceal the equipment, must be submitted for review and approval of staff.
6. A plan depicting the entry feature(s) must be submitted for review and approval by staff.

MOTION carried, 6-1 with Gil Alexander, Member opposed.

CONCEPTUAL SITE PLAN ENCANTADA AT STEAM PUMP VILLAGE OV1212-01



- GENERAL NOTES**
1. THE GROSS AREA OF THIS DEVELOPMENT IS 13.03 ACRES (1 AC. MULTI-USE; 12.03 AC. RESIDENTIAL USE).
 2. THE PROPOSED NUMBER OF RESIDENTIAL UNITS IS 288 (23.9 UNITS PER NET RESIDENTIAL ACRE).
 3. THE GROSS AREA OF ALL PROPOSED IMPERVIOUS SURFACES IS 356,997 S.F. (8.20 AC).
 4. ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING AND RE-VEGETATION BONDS MUST BE POSTED PRIOR TO ISSUANCE OF GRADING PERMITS.

- PLANNING GENERAL NOTES**
1. THE MAXIMUM ALLOWED BUILDING HEIGHT FOR THIS DEVELOPMENT IS 39'.
 2. THE PROPOSED BUILDING HEIGHTS ARE AS FOLLOWS:
(BLDG. 1-12 ARE 3-STORY; MAINT. BLDG. IS 2-STORY; OTHERS ARE 1-STORY)
BUILDING #1=34' BUILDING #5=34' BUILDING #9=34' CLUBHOUSE & OFFICE=25'
BUILDING #2=34' BUILDING #6=34' BUILDING #10=34' COFFEE HOUSE=15'
BUILDING #3=34' BUILDING #7=34' BUILDING #11=34' MAINTENANCE BUILDING=25'
BUILDING #4=34' BUILDING #8=34' BUILDING #12=34'
 3. THE TOTAL AMOUNT OF OPEN SPACE REQUIRED FOR THIS PROJECT IS 20%
THE TOTAL AMOUNT OF OPEN SPACE PROVIDED WITHIN THIS PROJECT IS 196,026 S.F. (35%)
 4. THE TOTAL AMOUNT OF LANDSCAPED AREA WITHIN THIS PROJECT IS 210,590 S.F. (37%), WHICH INCLUDES LANDSCAPED AREAS WITHIN FIRE ACCESS LANES THAT ARE EXCLUDED FROM THE OPEN SPACE CALCULATION IN GENERAL NOTE #3.
 5. THE LANDSCAPE BUFFERYARDS FOR THIS PROJECT ARE: FRONT = 30' (BUFFERYARD 'B')
 6. THE BUILDING SETBACKS FOR THIS PROJECT ARE: FRONT = 120' (AVERAGE), SIDE = 0', REAR = 30'
 7. EXISTING ZONING IS STEAM PUMP VILLAGE P.A.D. (MOST RECENT AMENDMENT: OV910-001 & (O) 11-11)
 8. ALL PUBLIC ART REQUIREMENTS MUST BE MET PRIOR TO FINAL CERTIFICATE OF OCCUPANCY ISSUANCE, PER ORO VALLEY ZONING CODE REVISED SECTION 27.3.
 9. ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF A SEPARATE REVIEW AND APPROVAL PROCESS.
 10. A TRANSIT STOP WILL BE PROVIDED ALONG ORACLE ROAD ADJACENT TO THE STEAM PUMP VILLAGE PAD. THE LOCATION WILL BE DETERMINED IN COORDINATION WITH THE OWNER, DEVELOPER AND TOWN STAFF.
 11. PUBLIC PEDESTRIAN ACCESS TO THE C.D.O. MULTI-USE PATH WILL BE PROVIDED THROUGH THE TOWN'S PROPERTY.

- ENGINEERING GENERAL NOTES**
1. THE DESIGN VEHICLE FOR THIS PROJECT IS A SU-30. THE DESIGN SPEED FOR THIS PROJECT IS 15 MPH.
 2. ALL NEW PUBLIC ROADS WITHIN AND ADJACENT TO THIS PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS.
 3. SEPARATE PUBLIC IMPROVEMENT AND CONSTRUCTION PLANS WILL BE SUBMITTED TO THE TOWN ENGINEER'S OFFICE FOR REVIEW AND APPROVAL.
 4. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.

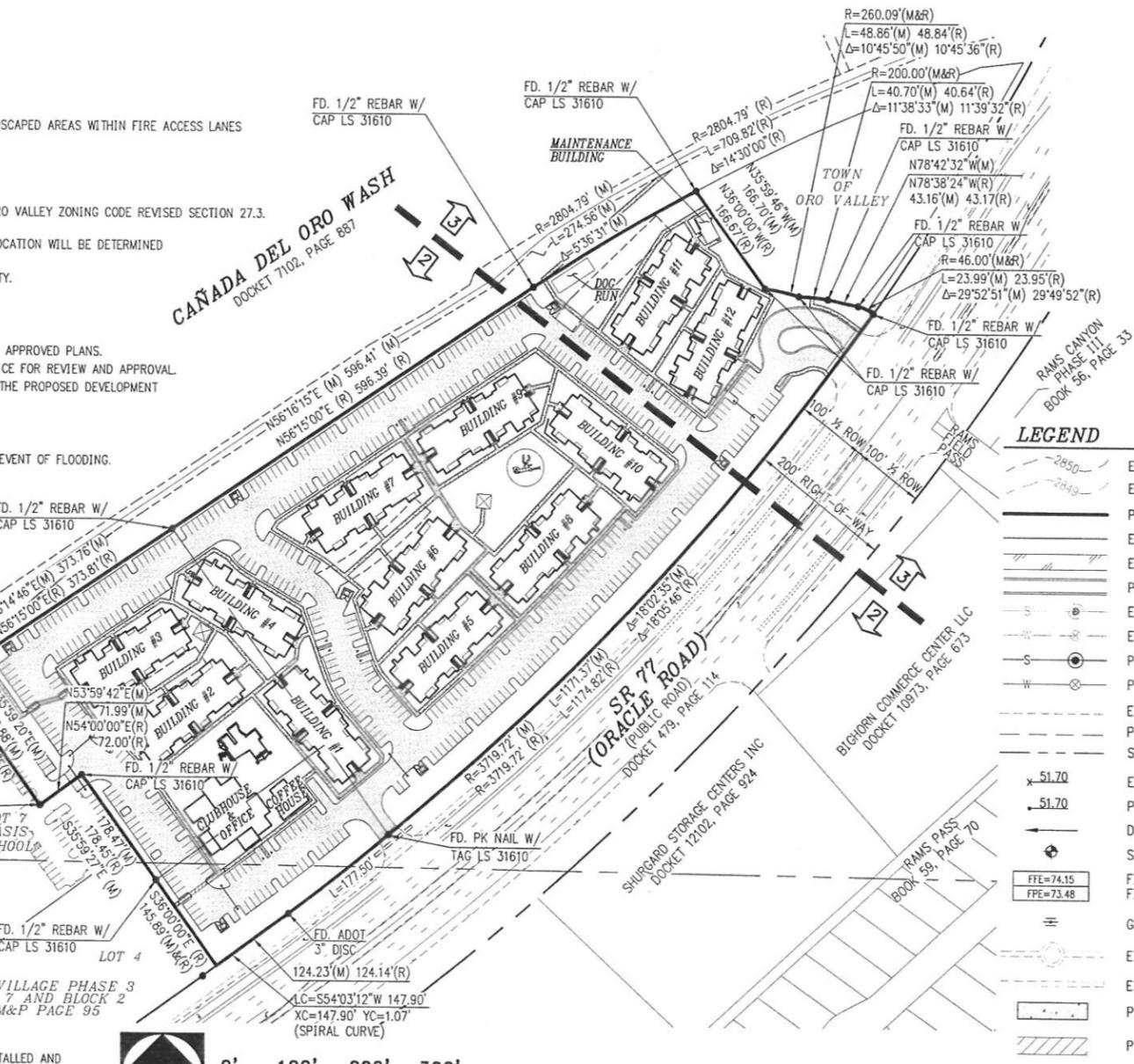
- DRAINAGE GENERAL NOTES**
1. DEVELOPER WILL COVENANT TO HOLD TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
 2. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
 3. DRAINAGE STRUCTURES MUST BE CONSTRUCTED AND INSTALLED ACCORDING TO TOWN STANDARDS AND PAID FOR BY THE DEVELOPER. ALL DRAINAGE STRUCTURES MUST BE DESIGNED TO CONVEY A Q₁₀₀ FLOW.
 4. ALL DRAINAGE FACILITIES WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY FROM THE BUILDING OFFICIAL FOR ALL AFFECTED BUILDINGS.
 5. THE DEVELOPER WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS AND COMMON AREAS.

- ORO VALLEY WATER GENERAL NOTES**
1. THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
 2. THIS PROJECT WILL BE SERVED BY ORO VALLEY WATER UTILITY WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED 100 YEAR WATER SUPPLY BY THE DIRECTOR OF WATER RESOURCES. ANY AND ALL WELLS MUST BE ABANDONED PER ADWR REGULATIONS.
 3. A LINE EXTENSION AGREEMENT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE BEFORE THIS PROJECT BEGINS.
 4. ALL METERS SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THE CUSTOMER SIDE OF THE METER.
 5. ALL FIRE SERVICES SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THEM.

- WASTEWATER GENERAL NOTES**
1. PROJECT IS IN CONFORMANCE WITH SECTION J, WASTEWATER, OF THE PIMA COUNTY DEVELOPMENT PLAN REQUIREMENTS AS REFERENCED IN 18.71.030.A.

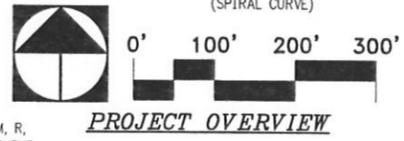
- GENERAL UTILITY NOTES**
1. SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE BUILDING PERMITS.

- GOLDER RANCH FIRE GENERAL NOTES**
1. FIRE HYDRANTS CONNECTED TO AN APPROVED WATER SUPPLY OF 1500 GPM FOR FIRE PROTECTION MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE. TEMPORARY CONSTRUCTION OFFICE TRAILERS ARE CONSIDERED COMBUSTIBLE MATERIAL.
 2. APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
 3. APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED ALL GROUP A, B, E, F, H, I, M, R, AND S OCCUPANCIES FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION. APPROVED AUTOMATIC SPRINKLER SYSTEMS SHALL BE PROVIDED THROUGHOUT ALL ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES USED AS MODELHOMES WITH SALES OR CONSTRUCTION OFFICES, AND ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES WHICH EXCEED 3,600 SQUARE FEET IN FIRE FLOW CALCULATION AREA HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION.
 4. TEMPORARY STREET SIGNS MUST BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE OF VEHICLES. ALL STRUCTURES UNDER CONSTRUCTION MUST BE CLEARLY IDENTIFIED WITH AN APPROVED ADDRESS.
 5. THE INSTALLATION OF TRAFFIC CONTROL SIGNALING DEVICES AND/OR ELECTRICALLY OPERATED GATES ON FIRE APPARATUS ACCESS ROADS SHALL INCLUDE PREEMPTIVE CONTROL EQUIPMENT COMPATIBLE WITH THE FIRE DEPARTMENT'S EXISTING SYSTEM.



LEGEND

	EXIST. MAJOR CONTOUR		REFUSE ENCLOSURE W/ SELF CLOSING & SELF LATCHING STEEL GATES SEE PLAN VIEW FOR LOCATION
	EXIST. MINOR CONTOUR		PARKING COUNT
	PROJECT BOUNDARY		EXISTING
	EXISTING LOT LINE		ASPHALT PAVEMENT
	EXIST. PAVEMENT		PROPOSED SHADE STRUCTURE
	PROPOSED CURB		SHEET INDICATOR
	EXIST. PUBLIC SEWER LINE & MANHOLE		TOP OF SLOPE (SLOPES ≤ 3:1 UNLESS NOTED)
	EXIST. WATERLINE & VALVE		BOTTOM OF SLOPE
	PROPOSED PUBLIC SEWER LINE & MANHOLE		ZONING BOUNDARY
	PROPOSED PUBLIC WATERLINE & VALVE		ZONING DESIGNATION
	EXISTING EASEMENT LINE		
	PROPOSED EASEMENT LINE		
	SECTION LINE		
	EXIST. SPOT ELEVATION		
	PROPOSED SPOT ELEVATION		
	DIRECTION OF FLOW		
	SECTION OR 1/4 SECTION CORNER		
	FINISHED FLOOR ELEVATION		
	FINISHED PAD ELEVATION		
	GRADE BREAK (GB/HP/LP)		
	EX. STORM DRAIN SYSTEM		
	EXIST. CULVERT		
	PROPOSED CONCRETE SIDEWALK		
	PROPOSED CROSSWALK		



- PERMITTING DIVISION-BUILDING CODES**
- THE FOLLOWING CODES AND STANDARDS SHALL BE APPLICABLE TO THIS DEVELOPMENT:
- 2006 INTERNATIONAL CODES WITH LOCAL AMENDMENTS
 - 2005 NATIONAL ELECTRIC CODE
 - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
 - 2006 GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS
 - 2008 ORO VALLEY POOL CODE
 - 2003 PC/COT STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC IMPROVEMENTS
 - 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL
 - 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL
 - TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED
 - ORO VALLEY TOWN CODE, CURRENT REVISED.

- PARKS AND RECREATION GENERAL NOTES**
1. PERMISSION WILL BE OBTAINED FROM PIMA COUNTY FOR TRAIL CONNECTIONS AND OTHER PROPOSED WORK WITHIN COUNTY PROPERTY.

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 4444 E. Broadway, Tucson, Az. 85711
 (520) 881-7480

OWNER
 EVERGREEN STEAM PUMP LLC
 2390 E. CAMELBACK ROAD, SUITE 410
 PHOENIX, AZ. 85016
 (602) 808-8600
 ATTN: ALLISON REIS
 ALLISON.REIS@EVERGREENDEV.COM

ARCHITECT
 STG DESIGN
 1820 E. RIVER ROAD #230
 TUCSON, AZ. 85718
 (520) 577-9511
 ATTN: LARRY MEEKS
 LMEEKS@STGDESIGN.COM

DEVELOPER
 HSL PROPERTIES
 3901 E. BROADWAY BLVD.
 TUCSON, AZ. 85711
 (520) 322-6994
 ATTN: MIKE CENSKY
 MIKE@HSLPROPERTIES.COM

ENGINEER
 THE WLB GROUP, INC.
 4444 E. BROADWAY BLVD.
 TUCSON, AZ. 85711
 (520) 881-7480
 ATTN: DAVID LITTLE
 DLITTLE@WLBGROUP.COM

SHEET INDEX

SHEET 1.....	COVER SHEET
SHEET 2.....	SITE PLAN
SHEET 3.....	SITE PLAN/DETAILS
SHEET 4.....	PAD OVERALL LAYOUT



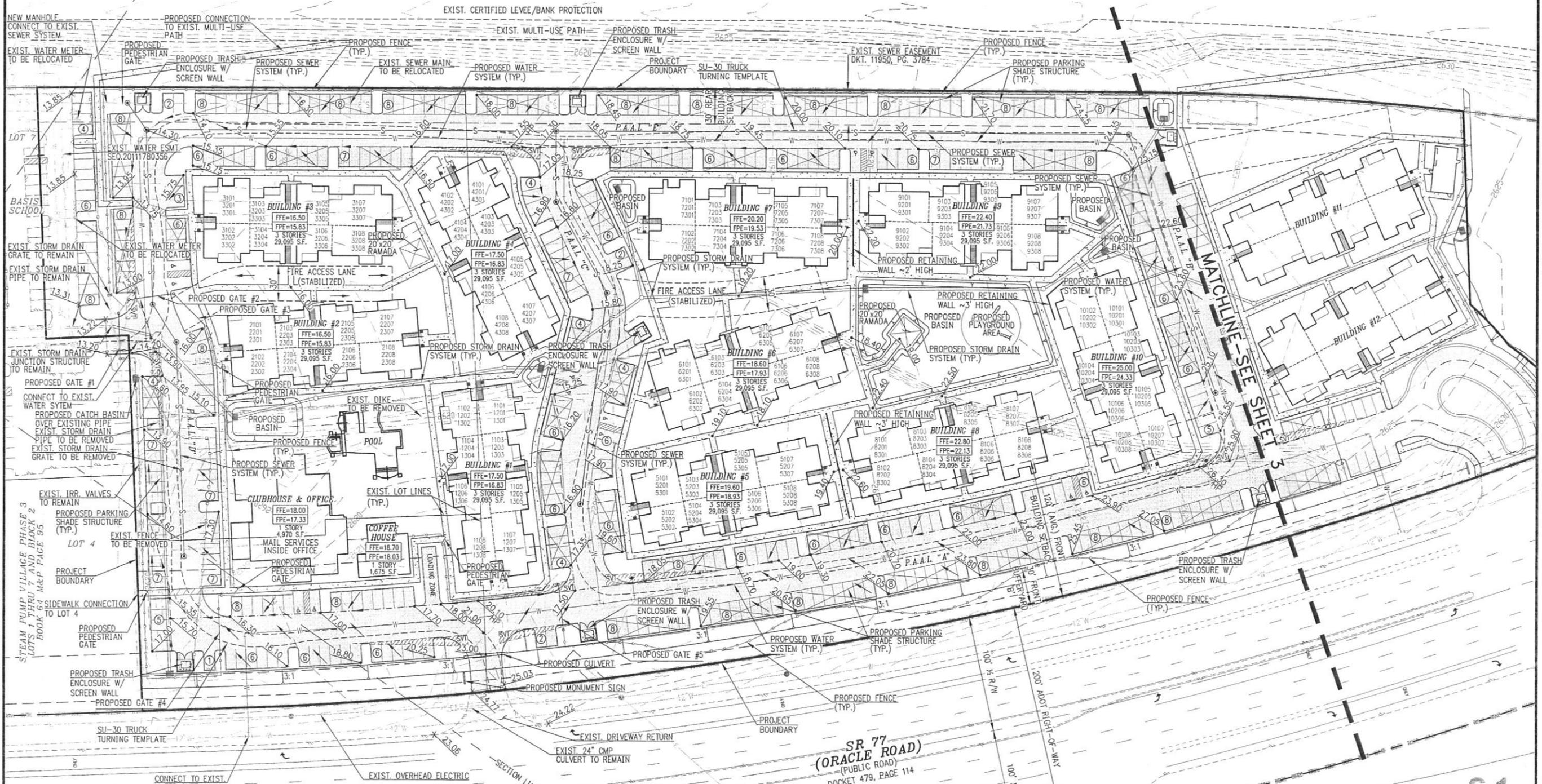
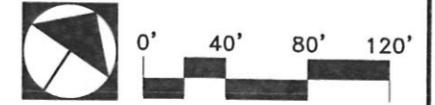
OV1212-01
 CONCEPTUAL SITE PLAN
 FOR
ENCANTADA AT STEAM PUMP VILLAGE
 LOTS 5, 6 AND BLOCK 2 OF STEAM PUMP VILLAGE PHASE 3
 BEING A PORTION OF SECTION 5, 6, & 8
 TOWNSHIP 12 SOUTH, RANGE 14 EAST, G & S.R.M.
 TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

JANUARY 2012
 WLB NO. 110046-C-001/0105
 CONTOUR INTERVAL: 1' SCALE: AS SHOWN
 REF. CASE #OV910-001
 #OV1203-16
SHEET 1 OF 4

NOTE:
ALL PROPOSED ONSITE BASINS TO HAVE A PONDING DEPTH OF 4" OR LESS.

CAÑADA DEL ORO WASH
DOCKET 7102, PAGE 887

R1-144



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CPI

TOWN OF
PIMA
AZONA

SHURGARD STORAGE CENTERS INC
DOCKET 12102, PAGE 924



OV1212-01
CONCEPTUAL SITE PLAN
FOR
ENCANTADA AT STEAM PUMP VILLAGE
LOTS 5, 6 AND BLOCK 2 OF STEAM PUMP VILLAGE PHASE 3
BEING A PORTION OF SECTION 5, 6, & 8
TOWNSHIP 12 SOUTH, RANGE 14 EAST, G & S.R.M.
TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

JANUARY 2012
WLB NO. 110046-C-001/0105
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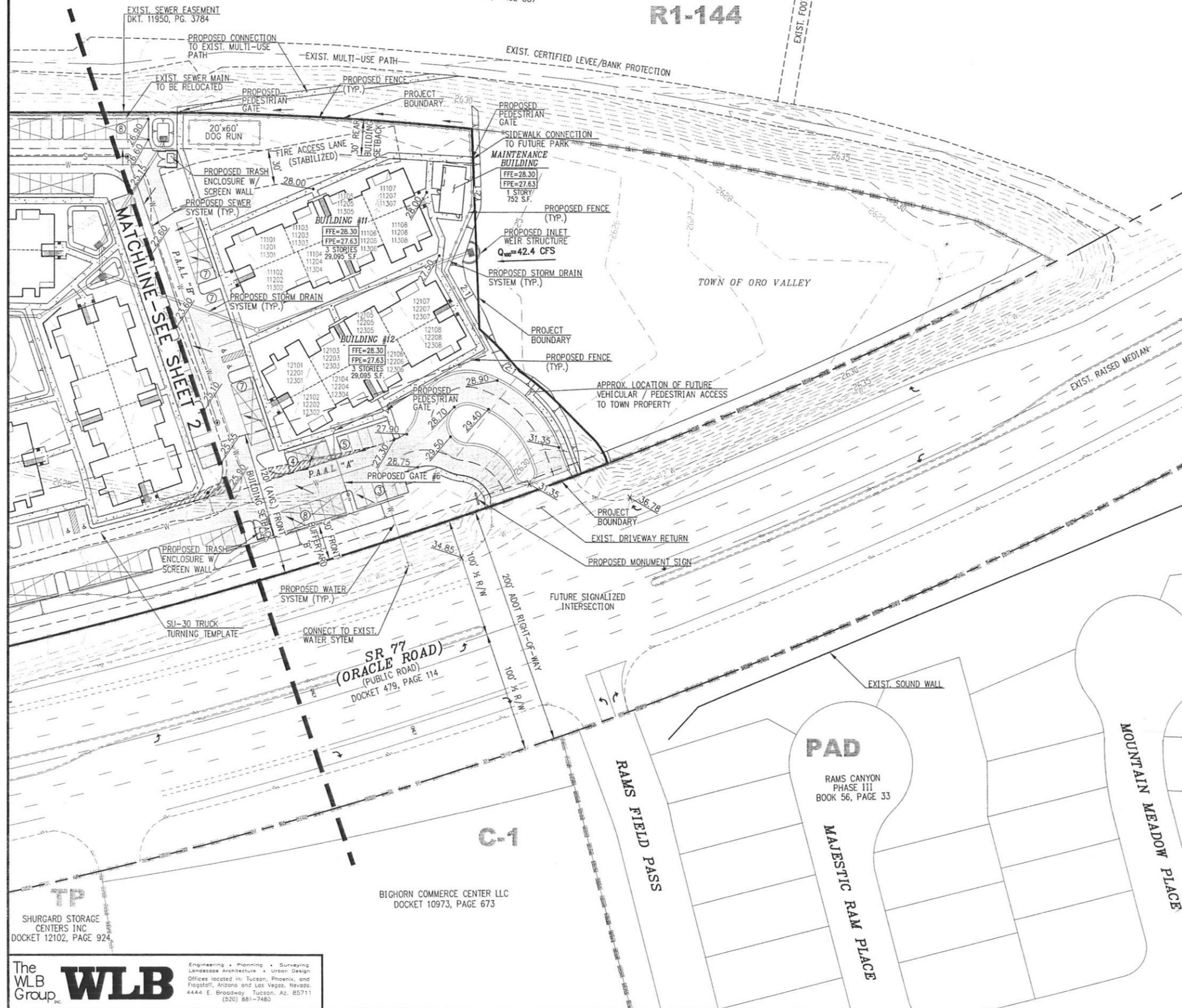
REF. CASE #01910-001
#01203-16
SHEET 2 OF 4

NOTE:
ALL PROPOSED ONSITE BASINS TO HAVE A PONDING DEPTH OF 4" OR LESS.



CAÑADA DEL ORO WASH
DOCKET 7102, PAGE 887

R1-144



TP
SHURGARD STORAGE
CENTERS INC
DOCKET 12102, PAGE 924

BIGHORN COMMERCE CENTER LLC
DOCKET 10973, PAGE 673

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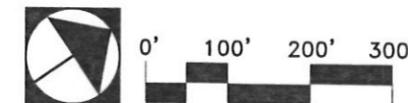


OV1212-01
CONCEPTUAL SITE PLAN
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TOWNSHIP 12 SOUTH, RANGE 14 EAST, G & S.R.M.
TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

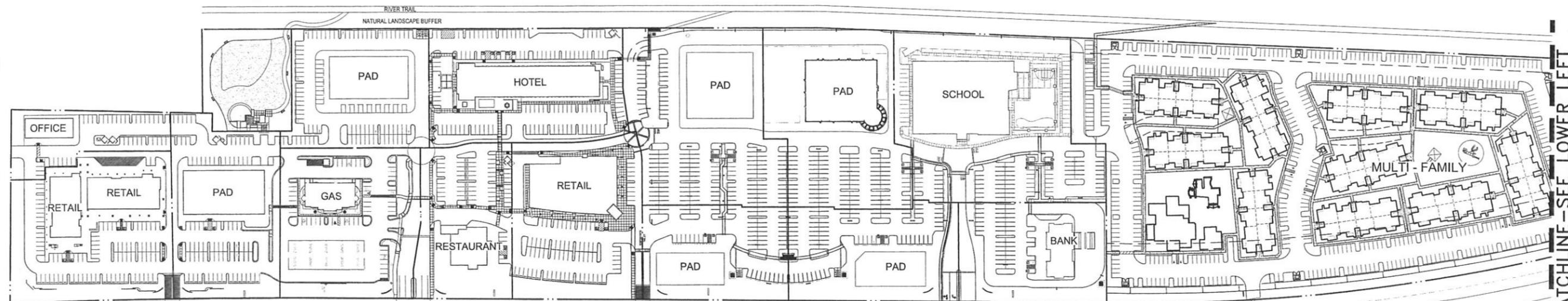
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REF. CASE #OV910-001
#OV1203-16
SHEET 3 OF 4

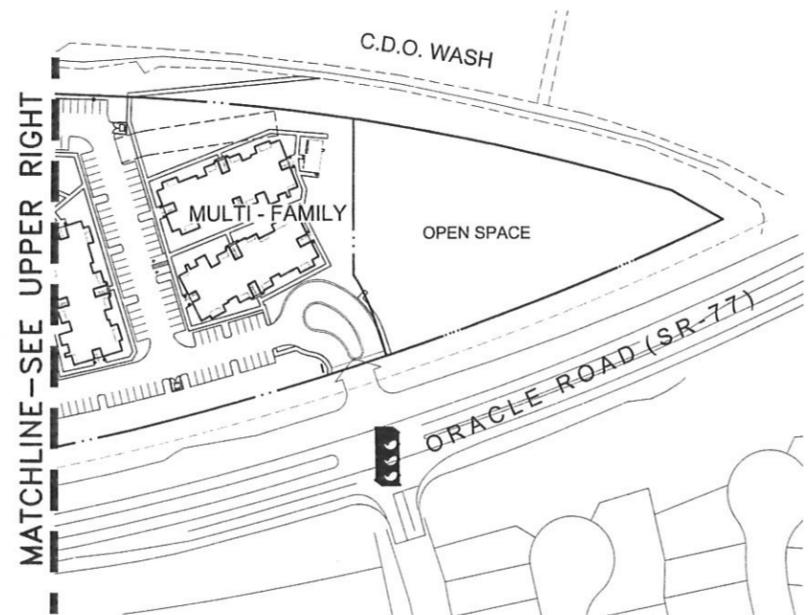
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C.D.O. WASH



ORACLE ROAD (SR-77)



OV1212-01
CONCEPTUAL SITE PLAN
FOR

ENCANTADA AT STEAM PUMP VILLAGE

LOTS 5, 6 AND BLOCK 2 OF STEAM PUMP VILLAGE PHASE 3
BEING A PORTION OF SECTION 5, 6, & 8
TOWNSHIP 12 SOUTH, RANGE 14 EAST, G & S.R.M.
TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA



JANUARY 2012
WLB NO. 110046-C-001/0105
CONTOUR INTERVAL: 1' SCALE: 1"=40'

REF. CASE #OV910-001
#OV1203-16
SHEET 4 OF 4

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STEAM PUMP - AERIAL COMPOSITION
HSL - PROPERTIES



STEAM PUMP - ENTRY
HSL - PROPERTIES

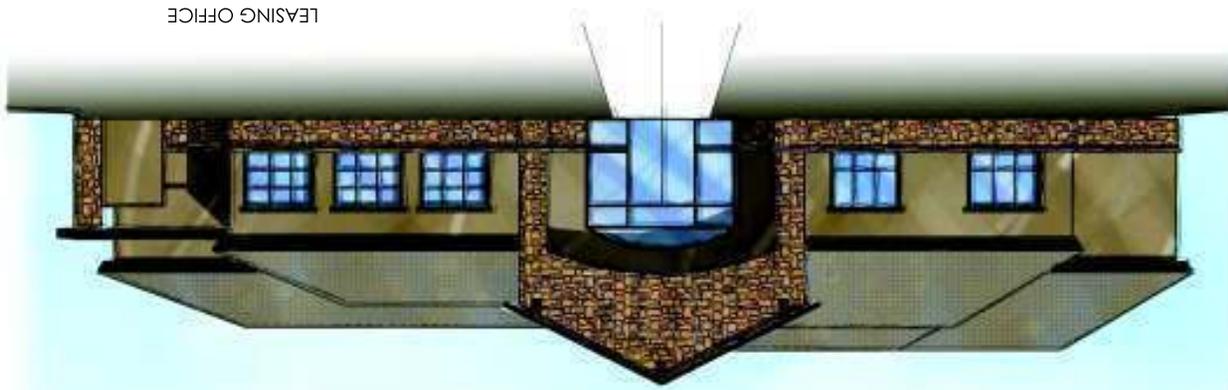
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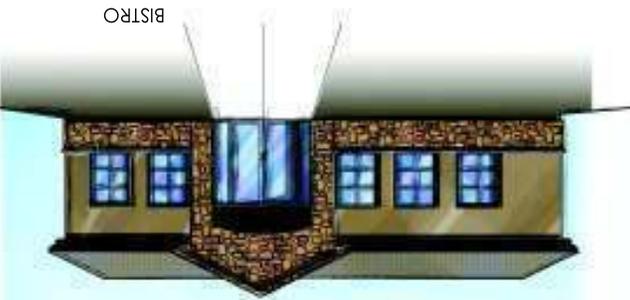
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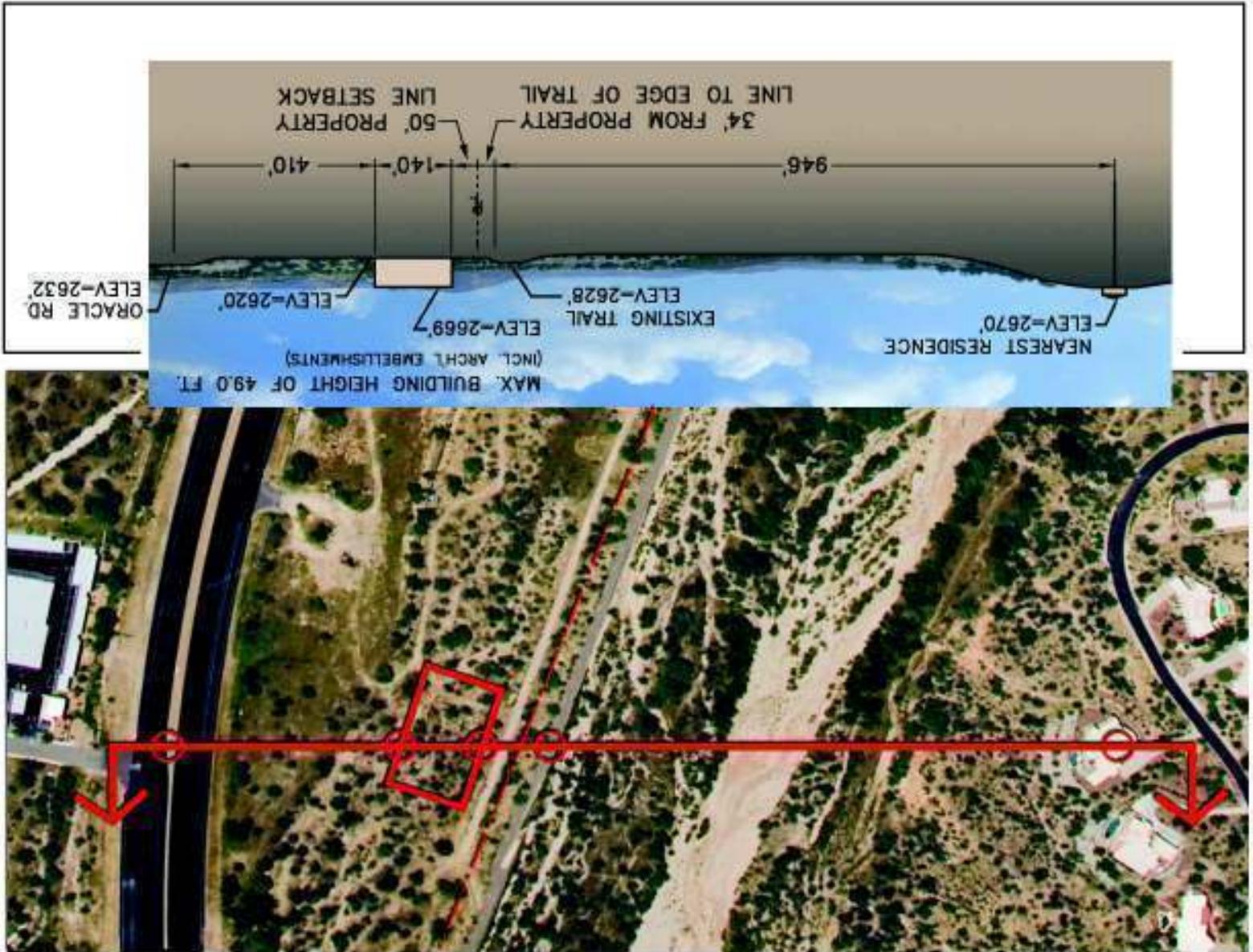
STEAM PUMP



LEASING OFFICE



BISTRO

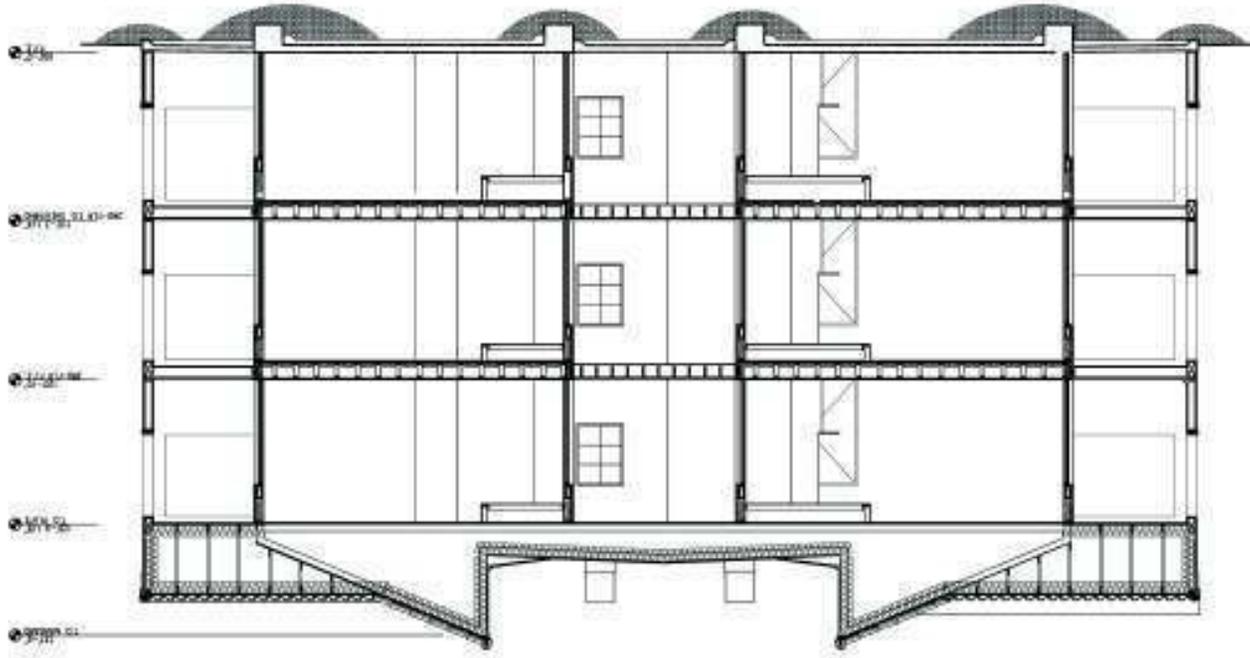




TYPICAL BUILDING SECTION

STEAM PUMP

Scale: 1/8" = 1'-0"
January 31, 2012
Building Section





*TYPICAL UNIT INTERIOR



EXAMPLES OF EXTERIOR FINISHES:
STONE VENEER
CONCRETE TILE ROOF
EXTERIOR LIGHTING



Hayride



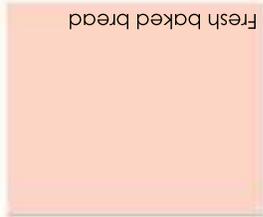
Howdy Partner



Dusty Trail



Field of Wheat



Fresh baked bread



EXTERIOR PARKING LIGHTING



DECORATIVE IRON FENCE



ENTRY VEHICLE GATES





SLUMP BLOCK DUMPSTER ENCLOSURE



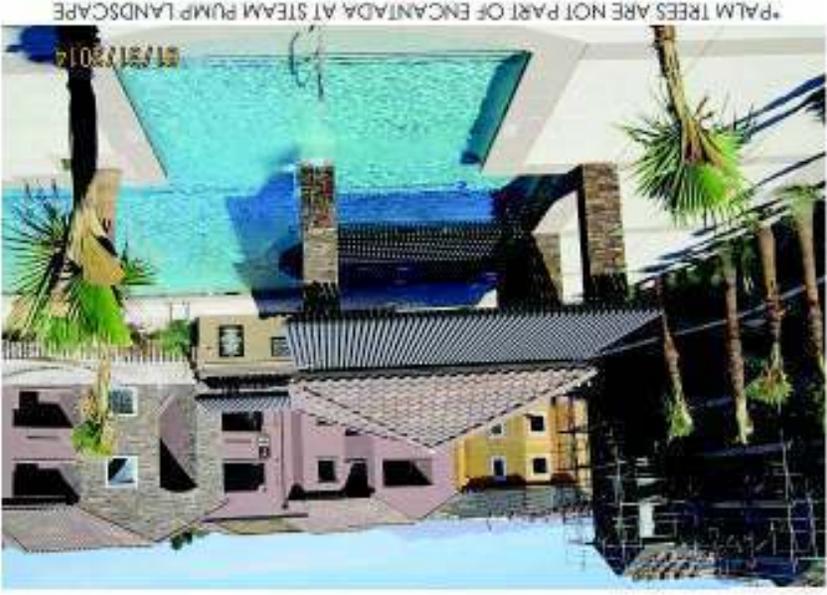
POOL SIDE FEATURE

COVERED PARKING



SMOOTH STUCCO

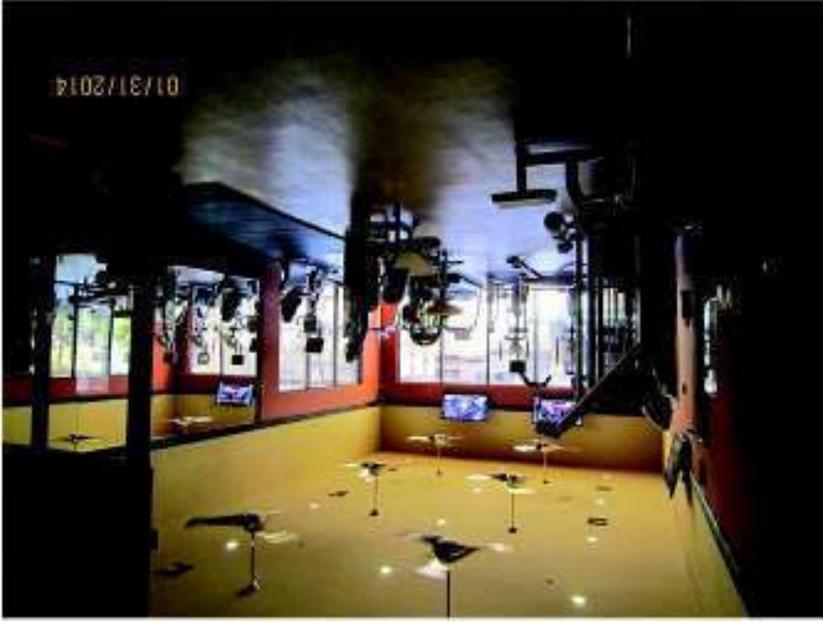




EXTERIOR PEDESTRIAN LIGHTING



EXTERIOR LIGHTING



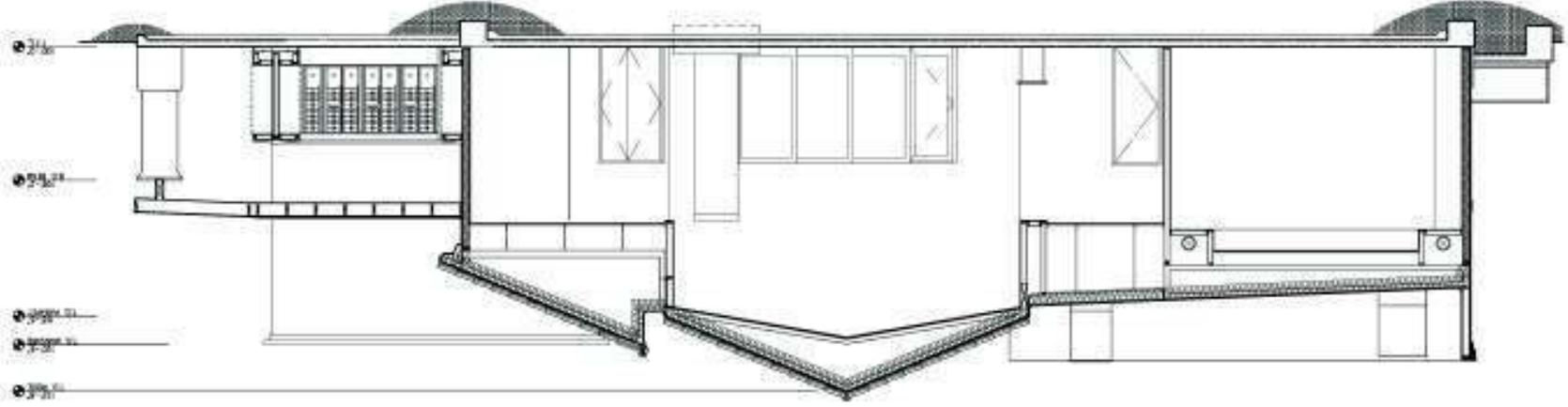




LEASING OFFICE SECTION

STEAM PUMP

Scale: 1/8" = 1'-0"
January 31, 2012
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STEAM PUMP
SITE PHOTO 1



STEAM PUMP
SITE PHOTO 2



ENCANTADA AT ORO VALLEY Signage Concept



Encantada at Steam Pump Apartments January 23, 2012, Neighborhood Meeting Questions/Issues

The following questions and issues were discussed at the January 23 neighborhood meeting. Applicant/staff responses, where known, follow (in parentheses).

Parking

- Will parking structures be provided? (no, but covered parking will be provided along the front and rear of the property)
- Will there be sufficient number of parking spaces? (yes, the applicant will use a parking ratio that has worked in other projects in the area)
- Will electric vehicle charging stations be provided? (not sure, but it is something that would be considered)

Development Standards

- What are the building setbacks? (there is an average front setback of 120 feet)
- Where will trash enclosures be located? (there will be 6 enclosures around the perimeter of the property)
- Will lowering the site result in drainage issues? (the project will be designed to drain into retention basins and rainwater harvesting basins)
- What is the development timeline? (the applicant intends to move forward with the project as quickly as possible. Approximately 12-18 months to develop the first phase)

Project Architecture

- Can the applicant look at de-emphasizing the verticality of the 3-story buildings? (yes, with placement of cultured stone and building color schemes)
- What is the roofing material? (concrete tile is shown on the renderings, but metal roofing is being considered since it is used in other parts of Steam Pump Village. Asphalt shingles will not be used)

Applicant's Proposal

- What is the breakdown of 1,2, and 3 bedroom units? (the majority will be 2 bedroom units)
- Will the project be gated? (yes)
- What type of security measures will be used? (gated access with a radio frequency fob to access; visitors must call a residence for access; security cameras will be used throughout the site; the site will be designed to enhance security with lighting)
- What will the rents be? (monthly rents will be approx. \$1/square foot)
- Will the project have an effect on the water pressure in Ram's Canyon? (staff will discuss with the OV Water Utility and get an answer)
- Will pets be allowed? (yes, with restrictions on dangerous breeds)

- Will areas for pets be provided on site to avoid residents taking their pets to adjacent neighborhoods? (yes, grassy areas will be provided for pet recreation)
- What are the lighting requirements? (the Town has a Dark Skies ordinance which limits the lumens on site and requires down shielding of all lighting fixtures)
- What types of landscaping will be provided around the perimeters? (all areas not used for buildings, parking, and hardscape will require landscaping. The buffer yard in the front (Oracle side) will have trees, shrubs, and groundcover. All species are native Sonoran Desert plants and will be low water use)
- Will the coffee house be open to the public? (yes); Will it offer food service (probably not); Hours of operation? (normal business hours)
- Has the developer done any projects like this before? (yes, they are currently developing the Encantada at Riverside Crossing project near La Cholla and River Rd. The applicant has indicated that interested residents can take a tour of the project)
- Who will own and manage the project? (HSL will develop the project and retain ownership and management of the project)

Traffic/Circulation

- Will a traffic signal be required for the project? (yes, if the Traffic Impact Analysis (TIA) demonstrates that it is needed)
- When would the traffic signal be required (prior to issuance of a Certificate of Occupancy (C of O) for any of the units)

CDO Trail System

- Will public access to the CDO trail be maintained? (yes)

3/8/2012

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Kenneth & Jeanette Anders
Palisades Point – Lot 51 / Steam Pump Apartment Concerns
11430 N Charoleau Drive
Oro Valley, AZ 85737

Town of Oro Valley
Planning and Zoning Commission

Re: Steam Pump – Apartment Complex Proposal Issues

Dear Commission Staff

Because neither Jeanette nor I will be available to attend the public meeting scheduled for Tuesday March 13th, per the advice of your department, we are drafting this letter to voice our concerns surrounding the proposed residential development planned for Steam Pump Village by HSL properties.

We are the property owners of the home directly west (see attached images) of the proposed Steam Pump apartment proposal. We are extremely disappointed and protesting that the town of Oro Valley has decided to re-zone a previously commercial area to residential area without voter approval. We believe this decision and subsequent project will have a direct and negative impact on our current property value for the following reasons;

1. Low-cost (\$1.00/ft sq.) rentals will reduce our potential resale value due to perceived changes to local income levels and the proximity of the apartments to our private gated community. We have a \$1M plus custom home built in a neighborhood specifically positioned away from multi-tenant construction to insure higher property value. The addition of over 200 apartments changes that equation and perception.
2. A significant reduction in view and aesthetics from our property by placing multi-level apartments directly in our line-of-site, reducing the aesthetic appeal of our particular lot.
3. Increased residential noise caused by the large numbers of renters (cars, children, parties, etc.) that is expected to impact us after normal business hours. Note that the recent Basis School construction has significantly increased human caused noise levels as well. However, since they shut down at 5PM daily and do not operate on weekends, this is not an issue. Apartment tenants are away during business hours and "home" after hours which will significantly increase human caused noise levels after hours and weekends.
4. Significant reduction in neighborhood security as there is no planned method to keep the proposed residents from entering the wash area separating the

Palisades Point #1007 - Security and Apartment Concerns

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apartments from the Palisades Point development or my property. Note: that this appears to be encouraged by designing access to the wash and the connecting bridge into the adjoining shopping center.

5. A reduction in personal privacy for our property and family. It is presumed the proposed apartments will have windows directly facing West. This will allow for tenants to see my property, my backyard and potentially, into my home as I have large picture windows directly facing East. Since my home was built with the presumption that there would not be any residential housing opposite, I do not have fencing to block that line of site and it would be a significant impact both financially and aesthetically for me to rectify. We purchased knowing there was a possibility of commercial construction. However, commercial construction would not likely have windows facing the wash area giving full visibility to my home and property.

These conditions will place an unfair burden and potential financial hardship specifically to our property as no other Palisades Point lot is impacted as dramatically by the proposed construction. When we originally purchased our home, the Steam Pump development was not planned to have any residential construction. There were plans for a hotel, additional restaurants and shops but nothing documented regarding low-cost apartments or even a school. Had these been proposed, we would have thought more carefully about the purchase and the impact to future property values. As long-term Oro Valley residents, this decision unfairly damages our long-term financial objectives as well as our trust in Oro Valley's civic leadership.

We would like to respectfully request additional consideration be made before granting permits or authorizing construction of these apartments. To aid in that process and aside from the obvious solution of "**Not Building These Apartments**", we have some proposed concepts that could potentially mitigate the expected impact and damage to our investment.

Privacy and sound

- 1 – Erect a sound and privacy barrier between the apartments and the wash area that is at least as high as the highest window level in the proposed structures closest to the wash area.
- 2 – Modify the proposed construction to lower the ground level of all buildings such that the highest window placement is below line-of-site to view our property

Security

- 1 – Post "No Trespassing" warning signs on all access points from the proposed construction into the adjoining wash and provide proactive enforcement.

PALISADES POINT - 10/11/2011 - STAFF COMMENTS

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2 – Construct fencing with “No Trespassing” warnings on the opposite side of the wash adjacent to the property lines of Palisades Point residential lots and provide proactive enforcement.

Reduction in Property Values

1 – Because property values can be very subjective, it is difficult to determine how much our property will suffer as a result of this proposed construction. To mitigate this I would suggest engaging the services of an unbiased qualified real estate appraiser (chosen by the AZ Board of Appraisal) to assess the value impact at three points during the proposed development; before construction, completion of construction prior to occupation and, one year following the opening of the development. Should the assessments show a devaluation in our property value as a result of the proposed residential construction and subsequent history following tenant occupation, the builder agrees to provide compensation keeping us financially whole. Such compensation to be determined by arbitration process.

Both Jeanette and I can be reached for further comment or interview should the Town of Oro Valley or the Builder wish to have additional discussions. We can be reached by mail, email or telephone;

11430 N Charoleau Dr., Oro Valley, AZ 85737

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520-544-3199, 520-271-1386



Kenneth & Jeanette Anders

