

***AMENDED (7/2/13, 2:00 PM)**
AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
July 3, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

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

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

INFORMATIONAL ITEMS

1. Trip Report - CM Hornat Land Use Law Update
2. Thank you letter from Girl Scout Troop 1084
3. Staff Recognition Letter from SaddleBrooke Swim Club - May 2013

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. Tucson International Airport Update - Mary Davis, Sr. Director of Business Development & Marketing for the Tucson Airport Authority

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - June 12, 2013
- B. Fiscal Year 2012/2013 Financial Update through May 2013
- C. Resolution No. (R)13-46, Authorizing and approving an Intergovernmental Agreement (IGA) between the Town of Oro Valley, Town of Marana and Pima County for the design and construction of roadway improvements to Tangerine Road: Dove Mountain Blvd./Twin Peaks Road to La Cañada Drive
- D. Resolution No. (R)13-47, Authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County for Payment for the Incarceration of Municipal Prisoners
- E. Resolution No. (R)13-48, Supporting Pima County's efforts to acquire 800 additional acres of reclassified State Trust land for Tortolita Mountain Park in the Arroyo Grande area for urban open space conservation and applying for Growing Smarter matching grant funds
- F. Resolution No. (R)13-49, Authorizing and approving an Intergovernmental Cooperative Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program

REGULAR AGENDA

- 1. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PLANNING WORK PLAN FOR FY 13/14 AND FY 14/15
(Attachment 1 updated on 7/2/13 at 12:00 p.m.)
- 2. REQUEST FOR APPROVAL OF CONCEPTUAL SITE PLAN FOR COMMERCIAL & MULTI-FAMILY RESIDENTIAL AREAS AND CONCEPTUAL ARCHITECTURE FOR MULTI-FAMILY RESIDENTIAL AREA IN EL CORREDOR, LOCATED ON THE NORTHEAST CORNER OF ORACLE ROAD AND LINDA VISTA BOULEVARD
- 3. *DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF A MAYOR PRO TEMPORE FOR JULY 11, 2013 AND JULY 12, 2013

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: 6/26/13 @ 5:00 PM BY MRS
AMENDED AGENDA POSTED: 7/2/13 @ 2:00 PM BY MRS

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

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

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

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

Thank you for your cooperation.



Town Council Regular Session

Item # 1.

Meeting Date: 07/03/2013

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Trip Report - CM Hornat Land Use Law Update

Attachments

[Trip Report - CM Hornat Land Use Law Update](#)



Office of the Mayor & Town Council

Trip Report

Purpose: 2013 Land Use Law Update

Date: June 12, 2013

Location: Chaparral Suites Resort
Scottsdale, AZ

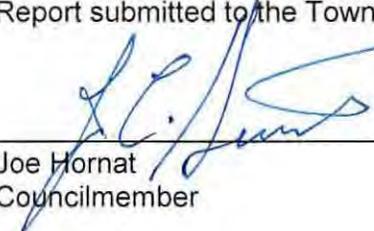
Attendees: Councilmember Joe Hornat

Summary:

The 2013 Land Use Law Update was held on June 7th in Scottsdale, Arizona. The scheduled program included an examination of subdivision assurances generally, including common types, the pros and cons of each and an alternative form of assurance used by many jurisdictions south of the Gila; an update on state assured water supply rules, and federal wetlands and endangered species regulations; a presentation on ethics in land use; and a panelist discussion about how Arizona communities are implementing SB 1598, the "Regulatory Bill of Rights," and the various fixes now under consideration in the Arizona Legislature.

The agenda is attached.

Report submitted to the Town Clerk on June 12, 2013.



Joe Hornat
Councilmember

Caring for our heritage, our community, our future.

www.orovalleyaz.gov

11000 N. La Cañada Drive • Oro Valley, Arizona 85737

phone: (520) 229-4700 • fax: (520) 297-0428

2013 Land Use Law Update

Co-Sponsors:

**Arizona Chapter, American Planning Association
Rocky Mountain Land Use Institute
State Bar of Arizona**

Friday, June 7, 2013

**Chaparral Suites Resort
5001 N. Scottsdale Road
Scottsdale, AZ**

Seminar Co-Chairs:

**Frank S. Bangs, Jr., Lazarus, Silvyn & Bangs, PC, Tucson
Douglas A. Jordan, Jordan Bischoff & Hiser PLC, Scottsdale
Joy Rich, AICP, Maricopa County Planning and Development**

Schedule

- 8:30 - 9:00 a.m. **Registration/Continental Breakfast/Networking with Speakers and Planners**
- 9:00 - 9:10 a.m. **Welcome and Introduction of Speakers**
- 9:10 - 10:30 a.m. **Subdivision Assurances--Who Will Pay the Piper When the Developer Won't?
Frank Cassidy, Town of Marana; Carolyn Williams, Gammage & Burnham;
Jim Holway, Director, Western Lands and Communities**
- 10:30 - 10:45 a.m. **Break**
- 10:45 a.m. - 12 p.m. **Not All Land Use is Local: Federal/State Impacts
Vanessa Hickman, State Land Commissioner; Sallie McGuire, Chief of Arizona
Regulatory Branch, Corps of Engineers; Michael J. Lacey, Deputy Director, Arizona
Department of Water Resources**
- Noon - 1:15 p.m. **Lunch Presentation (lunch provided) It's a Criming Shame: Ethical-Criminal
Considerations in the Land Use Game
Patricia Salkin, Dean, Touro College Jacob D. Fuchsberg Law Center;
Nationally Recognized Land Use Scholar; Author of Law of the Land Blog**
- 1:15 - 2:15 p.m. **Stump The Experts: Everything You Wanted to Know But Were Afraid to Ask
Your Attorney
Faculty Members**
- 2:15 - 2:30 p.m. **Break**
- 2:30 - 3:30 p.m. **S.B. 1598 –The Regulatory Bill of Rights
Cindy Stotler, City of Phoenix; Jackson Moll, Homebuilders Association of
Central Arizona; Wayne Peck, Maricopa County Attorney's Office**
- 3:30 - 4:30 p.m. **Legislative and Case Law Update
Tom Dorn, Dorn Policy Group; Linus Kafka, City of Tucson Zoning Examiner**



Town Council Regular Session

Item # 2.

Meeting Date: 07/03/2013

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Thank you letter from Girl Scout Troop 1084

Attachments

[Thank you letter from Girl Scout Troop 1084](#)

JUN 12 2013



Dear Mayor Hiremath, Council Members & Town Staff,

The girls of Girl Scout Troop 1084, their families and leaders Christina Smith & Kristen Mitchell wish to thank all of you for the help and support you have shown us with our Journey. This experience has been incredible for all of us. The girls have gained a broad range of knowledge of how our town government works and in so doing, have earned the final piece of our badge-power of community. We can't thank you enough for this and the recognition they received for a job so well done.

Sincerely,
Christina Smith & Kristen Mitchell
Junior Girl Scout
Troop Leaders 1084



Town Council Regular Session

Item # 3.

Meeting Date: 07/03/2013

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

Staff Recognition Letter from SaddleBrooke Swim Club - May 2013

Attachments

Staff Recognition Letter from SaddleBrooke Swim Club - May 2013



MAY 23 2013

**SaddleBrooke Two
Desert View Pool
SaddleBrooke, AZ 85739**

5/21/2013

Town Manager
Town of Oro Valley
Greg Caton
11000 N La Cañada
Oro Valley, AZ 85737

Dear Mr. Caton:

I write this letter on behalf of the SaddleBrooke Swim Club which has just finished participating in a large regional swim- meet at your new, beautiful facility on Calle Concordia. We had a great experience at the event largely due to the efforts of two people on your Aquatic Department staff – Catherine Varrasi and Logan McNutt. As retired people, we in SaddleBrooke have had lots of and various experiences with governmental organizations, and we know how rare and important individual effort and initiative are. Catherine and Logan seemed to us to go have well beyond the call of duty in attracting the State/Regional meet to Oro Valley and providing the background support for the event.

We have thanked them personally, but we just wanted the Town of Oro Valley to know what a great job we think they are doing.

Sincerely,

Jeffrey L. Eighmy
President, SBSC

jeffeighmy@wbhsi.com (520 906 2085)

cc Kristy Diaz-Trahan



Town Council Regular Session

Item # 1.

Meeting Date: 07/03/2013
TIA Update

Information

Subject

Tucson International Airport Update - Mary Davis, Sr. Director of Business Development & Marketing for the Tucson Airport Authority

Summary



Town Council Regular Session

Item # A.

Meeting Date: 07/03/2013

Requested by: Julie Bower **Submitted By:** Michelle Stine, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - June 12, 2013

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve, approve with the following changes) the June 12, 2013 minutes.

Attachments

June 12, 2013 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
SPECIAL SESSION
June 12, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE**

SPECIAL SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

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

ROLL CALL

PRESENT:

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

ABSENT:

Lou Waters, Vice Mayor

EXECUTIVE SESSION - Pursuant to A.R.S. 38-431.03(A)(7) for consideration of a potential lease or sale of Town property

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Burns to go into Executive Session at 5:02 p.m. pursuant to A.R.S. Section 38-431.03(A)(7) for consideration of a potential lease or sale of Town property.

MOTION carried, 6-0.

Mayor Hiremath stated that the following staff members would join Council in Executive Session: Town Manager Greg Caton, Legal Services Director Tobin Sidles, Town Clerk Julie Bower, Finance Director Stacey Lemos, Development and Infrastructure Services Director Paul Keesler, and Economic Development Manager Amanda Jacobs.

RESUME SPECIAL SESSION AT OR AFTER 5:30 PM

Mayor Hiremath resumed Special Session at 6:01 p.m.

ADJOURNMENT

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Hornat to adjourn the meeting at 6:02 p.m.

MOTION carried, 6-0.

Prepared by:

Michelle Stine
Senior Office Specialist

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 12th day of June 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # **B.**

Meeting Date: 07/03/2013

Requested by: Stacey Lemos

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2012/2013 Financial Update through May 2013

RECOMMENDATION:

This item is for information only.

EXECUTIVE SUMMARY:

In the General Fund (see attachment A), revenues collected through May totaled \$25.6 million, or 95.9% of the budget amount of \$26.7 million. Year to date expenditures through May totaled \$21.8 million, or 83.1% of the budget amount of \$26.3 million.

In the Highway Fund (see attachment B), revenues collected through May totaled \$3.4 million, or 102% of the budget amount of \$3.3 million. Year to date expenditures through May totaled \$2.5 million, or 67.9% of the budget amount of \$3.7 million.

In the Bed Tax Fund (see attachment C), revenues collected through May totaled \$721,908, or 91.6% of the budget amount of \$788,000. Year to date expenditures through May totaled \$307,529, or 65.2% of the budget amount of \$472,000.

BACKGROUND OR DETAILED INFORMATION:

Attachment A shows General Fund revenues and expenditures through May, as well as year-end estimates for each category. The estimated year-end projections in the General Fund are as follows:

Revenues	\$27,802,715
<u>Less:</u>	
Expenditures	(\$24,959,766)
<u>Less:</u>	
Other Financing Uses	(\$ 1,168,577)
Est. Increase in Fund Balance	\$ 1,674,372 **

**** Please note that year-end projections for the General Fund no longer include the Council-approved \$2.1 million payment to Tucson Electric Power (TEP) for undergrounding of utility lines. Due to the timing associated with receipt of construction cost estimates from TEP, this payment will be made next fiscal year (FY 2013/14).**

General Fund Revenues

- Local sales tax collections in the General Fund total \$11,957,655, which is \$1,123,591 or 10.4%

more than the amount collected in FY 11/12 through May. This increase is due to growth in construction and retail tax revenues, as well as the utility tax increase that became effective in August 2011. Sales tax collections in the General Fund are estimated to come in over budget by \$633,411.

- License and Permit revenues are estimated to come in over budget by \$792,131 due to increased residential and commercial permit activity.
- Charges for Services revenues are estimated to come in over budget by \$171,735 due mainly to higher than anticipated recreation user fees derived from recreation programs, as well as zoning & subdivision fees and farebox revenues.
- The Other Intergovernmental category has been reduced by \$209,444 in the Pima County Library District Reimbursement line item to account for savings realized in Library budgeted expenditures.
- Federal grant revenues have been reduced by \$357,138 primarily due to grant funds for Transit vehicles that will not be received this year. This reduction is offset by corresponding expenditure savings.
- State shared revenue collections total \$8,289,527, which is \$774,217 or 10.3% more than the amount collected in FY 11/12 through May. State shared revenue collections are estimated to come in under budget by \$148,833 due to lower year-end estimates for Vehicle License Taxes and State Shared Sales taxes provided by the Arizona Department of Revenue.
- Interest Income revenue collected through May totals \$241,322, which is significantly exceeding the budget amount of \$89,000. This is due to two separate investment loss recoveries received by the State Local Government Investment Pool for investment bankruptcy losses that occurred in 2002 and in 2008.

Staff will continue to monitor revenue collections and may adjust the year-end estimates based on actual trends.

Highway Fund Revenues

- Construction tax revenues in the Highway Fund totaled \$620,697 through May, which is \$352,319 or 131.3% more than the amount collected in FY 11/12 through May. Construction tax revenues in the Highway Fund are estimated to come in over budget by \$372,229. Staff will continue to monitor revenue collections and may adjust the year-end estimates based on actual trends.
- State shared highway user funds totaled \$2,350,731 through May, which is \$188,205 or 8.7% more than the amount collected in FY 11/12 through May.

Bed Tax Revenues

- Bed tax revenues totaled \$721,198 through May, which is \$13,795 or 2% more than the amount collected in FY 11/12 through May.

General Fund Expenditures

- Expenditures are estimated to come in under budget by \$1,305,225 or 5%, due to vacancy, O&M and capital outlay savings. Please note that year-end estimates are subject to further revision.

Highway Fund Expenditures

- Expenditures are estimated to come in under budget by \$218,809 or 6%, due to projected vacancy and O&M savings.

Bed Tax Fund Expenditures

- Expenditures are estimated to come in under budget by \$102,996 or 21.8%, due mainly to projected vacancy savings and the discontinued contract payment to TREO.

Please see Attachments A, B, and C for additional details on the General Fund, Highway Fund and Bed Tax Fund. See Attachment D for estimated vacancy savings. See Attachment E for a fiscal year-to-date consolidated summary of all Town Funds.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This item is for information only.

Attachments

[Attachment A - Gen Fund](#)

[Attachment B - HW Fund](#)

[Attachment C - Bed Tax Fund](#)

[Attachment D - Vacancy Savings Report](#)

[Attachment E - Summary All Funds](#)



General Fund

% Budget Completion through May --- 91.7%

	Actuals thru 5/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
LOCAL SALES TAX	11,957,655	12,327,995	97.0%	12,961,406	633,411	5.1%
LICENSES & PERMITS	1,673,741	936,469	178.7%	1,728,600	792,131	84.6%
FEDERAL GRANTS	527,355	983,000	53.6%	625,862	(357,138)	-36.3%
STATE GRANTS	892,214	1,014,042	88.0%	1,057,702	43,660	4.3%
STATE/COUNTY SHARED	8,289,527	9,175,117	90.3%	9,026,284	(148,833)	-1.6%
OTHER INTERGOVERNMENTAL	403,969	613,413	65.9%	403,969	(209,444)	-34.1%
CHARGES FOR SERVICES	1,262,794	1,217,556	103.7%	1,389,291	171,735	14.1%
FINES	165,844	190,000	87.3%	180,000	(10,000)	-5.3%
INTEREST INCOME	241,322	89,000	271.1%	250,000	161,000	180.9%
MISCELLANEOUS	170,503	134,000	127.2%	179,601	45,601	34.0%
TOTAL REVENUES	25,584,923	26,680,592	95.9%	27,802,715	1,122,123	4.2%

	Actuals thru 5/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
EXPENDITURES:						
COUNCIL	190,353	224,618	84.7%	203,818	(20,800)	-9.3%
CLERK	272,186	322,779	84.3%	319,447	(3,332)	-1.0%
MANAGER	550,445	728,645	75.5%	634,489	(94,156)	-12.9%
HUMAN RESOURCES	379,708	496,156	76.5%	445,457	(50,699)	-10.2%
FINANCE	603,411	744,111	81.1%	716,218	(27,893)	-3.7%
INFORMATION TECHNOLOGY	1,076,189	1,213,633	88.7%	1,213,633	-	0.0%
GENERAL ADMINISTRATION	1,436,198	1,859,094	77.3%	1,570,528	(288,566)	-15.5%
<i>TEP undergrounding</i>	-	-	0.0%	-	-	0.0%
LEGAL	606,112	816,559	74.2%	714,635	(101,924)	-12.5%
COURT	603,639	757,629	79.7%	713,039	(44,590)	-5.9%
DEV & INFRASTRUCTURE SVCS	2,913,547	3,803,751	76.6%	3,377,110	(426,641)	-11.2%
PARKS, REC, LIBRARY, & CULT RSCS	2,133,436	2,630,112	81.1%	2,456,566	(173,546)	-6.6%
POLICE	11,055,253	12,667,904	87.3%	12,594,826	(73,078)	-0.6%
TOTAL EXPENDITURES	21,820,477	26,264,991	83.1%	24,959,766	(1,305,225)	-5.0%

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,764,446	415,601		2,842,949	2,427,348	
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TRANSFERS IN						
Bed Tax Fund - Gen Fund Allocation	-	176,747	0.0%	176,747	-	0.0%
TRANSFERS OUT						
Aquatic Center Project Fund	(910,000)	(910,000)	100.0%	(910,000)	-	0.0%
Benefit Self Insurance Fund	(300,000)	-	0.0%	(300,000)	(300,000)	0.0%
Debt Service Fund	(135,324)	(135,324)	100.0%	(135,324)	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	(1,345,324)	(868,577)	154.9%	(1,168,577)	(300,000)	34.5%

CHANGE IN FUND BALANCE	2,419,122	(452,976)		1,674,372	2,127,348	
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BEGINNING FUND BALANCE

Assigned - Comp. Absences & Unemploy Resrv		1,608,035		1,608,035	-	
Unassigned		9,793,614		9,793,614	-	
TOTAL BEGINNING FUND BALANCE		11,401,649		11,401,649		

ENDING FUND BALANCE **

Assigned - Comp. Absences & Unemploy Resrv		1,608,035		1,608,035	-	
Unassigned		9,340,638		11,467,986	2,127,348	
TOTAL ENDING FUND BALANCE **		10,948,673		13,076,021	2,127,348	

* Year-end estimates are subject to further revision

** Ending Fund balance amounts are estimates and are subject to further revision



Highway Fund

% Budget Completion through May --- 91.7%

	Actuals thru 5/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
REVENUES:						
LOCAL SALES TAX	620,697	316,890	195.9%	689,119	372,229	117.5%
LICENSES & PERMITS	57,349	43,000	133.4%	62,480	19,480	45.3%
STATE GRANTS	144,511	260,000	55.6%	144,511	(115,489)	-44.4%
STATE/COUNTY SHARED CHARGES FOR SERVICES	2,350,731	2,480,005	94.8%	2,595,982	115,977	4.7%
INTEREST INCOME	210,369	229,493	91.7%	229,493	-	0.0%
MISCELLANEOUS	13,725	7,000	196.1%	14,000	7,000	100.0%
	16,538	10,000	165.4%	16,574	6,574	65.7%
TOTAL REVENUES	3,413,920	3,346,388	102.0%	3,752,159	405,771	12.1%
EXPENDITURES:						
ADMINISTRATION	520,530	621,498	83.8%	584,601	(36,897)	-5.9%
TRANSPORTATION ENGINEERING	813,870	1,616,873	50.3%	1,568,302	(48,571)	-3.0%
PAVEMENT MANAGEMENT	89,779	102,051	88.0%	102,051	-	0.0%
STREET MAINTENANCE	693,474	784,005	88.5%	764,222	(19,783)	-2.5%
TRAFFIC ENGINEERING	372,395	545,402	68.3%	431,844	(113,558)	-20.8%
TOTAL EXPENDITURES	2,490,049	3,669,829	67.9%	3,451,020	(218,809)	-6.0%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	923,871	(323,441)		301,139	624,580	
TRANSFERS IN	-	-	0.0%	-	-	0.0%
TRANSFERS OUT	-	-	0.0%	-	-	0.0%
TOTAL OTHER FINANCING SOURCES (USES)	-	-	0.0%	-	-	0.0%
CHANGE IN FUND BALANCE	923,871	(323,441)		301,139	624,580	
BEGINNING FUND BALANCE						
<i>Restricted</i>		<u>3,017,431</u>		<u>3,017,431</u>	-	
TOTAL BEGINNING FUND BALANCE		3,017,431		3,017,431	-	
ENDING FUND BALANCE **						
<i>Restricted</i>		<u>2,693,990</u>		<u>3,318,570</u>	<u>624,580</u>	
TOTAL ENDING FUND BALANCE **		2,693,990		3,318,570	624,580	

* Year-end estimates are subject to further revision

** Ending Fund balance amounts are estimates and are subject to further revision



Bed Tax Fund

% Budget Completion through May --- 91.7%

REVENUES:

BED TAXES
INTEREST INCOME
TOTAL REVENUES

Actuals thru 5/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
721,198	782,283	92.2%	782,283	-	0.0%
711	5,700	12.5%	1,000	(4,700)	-82.5%
721,908	787,983	91.6%	783,283	(4,700)	-0.6%

EXPENDITURES:

ECONOMIC DEVELOPMENT
TOTAL EXPENDITURES

Actuals thru 5/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
307,529	471,662	65.2%	368,666	(102,996)	-21.8%
307,529	471,662	65.2%	368,666	(102,996)	-21.8%

**EXCESS (DEFICIENCY) OF REVENUES
OVER EXPENDITURES**

414,380 316,321 414,617 98,296

TRANSFERS IN

TRANSFERS OUT

General Fund/Debt Svc Transfer
Aquatics Center Project Fund

Actuals thru 5/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
-	-	0.0%	-	-	0.0%
-	(194,810)	0.0%	(176,747)	18,063	-9.3%
(300,000)	(300,000)	100.0%	(300,000)	-	0.0%
(300,000)	(494,810)	60.6%	(476,747)	18,063	-3.7%

**TOTAL OTHER FINANCING
SOURCES (USES)**

CHANGE IN FUND BALANCE

114,380 (178,489) (62,130) 116,359

BEGINNING FUND BALANCE

Committed

TOTAL BEGINNING FUND BALANCE

622,918 622,918 -
622,918 **622,918** -

ENDING FUND BALANCE **

Committed

TOTAL ENDING FUND BALANCE **

444,429 560,788 116,359
444,429 **560,788** **116,359**

* Year-end estimates are subject to further revision

** Ending Fund balance amounts are estimates and are subject to further revision

FY 12/13 Town Vacancy Report as of May 31, 2013		
Fund	Vacant FTEs	Estimated FY 12/13 Savings
General Fund	2.00	310,306
Highway Fund	1.00	130,204
Bed Tax Fund	0.00	37,460
Water Utility Fund	0.00	26,487
Stormwater Utility Fund	0.00	-

CONSOLIDATED YEAR-TO-DATE FINANCIAL REPORT THROUGH MAY, 2013

ATTACHMENT E

Fund	Actual FY 12/13 Begin Bal.	Revenue	Other Fin Sources/Tfrs	Total In	Capital Leases/ Transfer Out	Personnel	O&M	Capital	Contingency	Debt Service	Total Out	Left in Accounts Thru May 2013
General Fund - Unassigned	9,793,614	25,584,923	-	25,584,923	1,354,501	17,003,900	4,333,167	444,499	29,734	-	23,165,801	12,212,736
General Fund - Assigned	1,608,035											1,608,035
Highway Fund - Restricted	3,017,431	3,413,920	-	3,413,920	-	1,595,029	567,348	327,672	-	-	2,490,049	3,941,302
Seizure & Forfeiture - State	464,183	81,286	-	81,286	-	85	50,269	30,014	-	-	80,368	465,101
Seizure & Forfeiture - Justice	593,904	4,363	-	4,363	-	27,870	26,130	172,227	-	-	226,227	372,040
Bed Tax Fund - Committed	622,918	721,908	-	721,908	300,000	174,196	133,332	-	-	-	607,529	737,297
Impound Fee Fund	-	32,850	-	32,850	-	41,975	-	-	-	-	41,975	(9,125)
Municipal Debt Service Fund	1,164,733	136,808	137,643	274,451	-	-	5,400	-	-	693,861	699,261	739,923
Oracle Road Debt Service Fund	3,592	365,532	-	365,532	-	-	2,135	-	-	367,578	369,713	(589)
Alternative Water Resources Dev Impact Fee Fund	1,735,163	3,190,890	-	3,190,890	100,000	-	328,405	41,933	-	263,191	733,529	4,192,524
Potable Water System Dev Impact Fee Fund	3,379,205	642,893	-	642,893	-	-	-	-	-	61,468	61,468	3,960,630
Townwide Roadway Development Impact Fee Fund	2,228,996	1,696,428	-	1,696,428	-	-	12,067	3,641,636	-	-	3,653,703	271,721
Parks & Recreation Impact Fee Fund	112,053	169,854	-	169,854	-	-	12,067	90,099	-	-	102,166	179,741
Library Impact Fee Fund	110,192	4,606	-	4,606	-	-	-	-	-	-	-	114,798
Police Impact Fee Fund	102,329	90,595	-	90,595	-	-	12,067	82,645	-	-	94,712	98,212
General Government Impact Fee Fund	119,993	3,323	-	3,323	-	-	-	-	27,107	-	27,107	96,209
Naranja Park Fund	258,821	-	-	-	250,000	-	-	-	-	-	250,000	8,821
Aquatic Center Project Fund	3,122,332	27,229	1,460,000	1,487,229	-	-	233	4,079,280	-	-	4,079,513	530,048
Water Utility	10,002,917	10,165,576	100,000	10,265,576	2,319	2,226,434	4,471,142	2,431,059	-	675,869	9,806,823	10,461,670
Stormwater Utility	539,948	694,503	-	694,503	95,512	248,934	421,620	72,025	-	-	838,091	396,360
Fleet Fund	-	585,555	-	585,555	-	72,037	596,149	-	-	-	668,186	(82,631)
Benefit Self Insurance Fund	-	1,901,310	300,000	2,201,310	-	-	1,623,914	-	-	-	1,623,914	577,396
Recreation In-Lieu Fee Fund	155,830	-	-	-	-	-	-	109,798	-	-	109,798	46,032
Total	39,136,190	49,514,352	1,997,643	51,511,995	2,102,332	21,390,460	12,595,445	11,522,887	56,841	2,061,967	49,729,932	40,918,252



Town Council Regular Session

Item # **C.**

Meeting Date: 07/03/2013
Requested by: Jose Rodriguez
Submitted By: Jose Rodriguez, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-46, Authorizing and approving an Intergovernmental Agreement (IGA) between the Town of Oro Valley, Town of Marana and Pima County for the design and construction of roadway improvements to Tangerine Road: Dove Mountain Blvd./Twin Peaks Road to La Cañada Drive

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Resolution included as Attachment 1 is for the authorization of an Intergovernmental Agreement (IGA) with the Town of Marana and Pima County for the design and construction of the Tangerine Road project. The IGA sets forth specific responsibilities to all three jurisdictions with respect to the design, right-of-way acquisitions, and construction of the project which addresses legal and administrative issues among jurisdictions. It provides the mechanism for jurisdictions to work and cooperate with one another on the final design and construction documents in order to have the project ready for construction by spring of 2016.

BACKGROUND OR DETAILED INFORMATION:

The Tangerine Road project is one of the thirty-five major roadway projects approved and listed in the Regional Transportation Authority (RTA) 20-year plan. It is a ten-mile corridor from Interstate 10 to La Cañada Drive and spans three jurisdictions: Town of Oro Valley, Town of Marana and Pima County. Seventy-seven percent (77%) is within the Town of Marana, twenty percent (20%) is within the Town of Oro Valley, and three percent (3%) is within Pima County.

In order to allow time for planning, design, construction and cash flow, larger and more complex roadway projects, like the Tangerine Road, are scheduled in multiple periods over the 20-year plan. Accordingly, the RTA plan shows the Tangerine Road improvements in the Second (2011-2016), Third (2016-2021) and Fourth (2021-2026) Periods.

On May 6, 2009, the Town Council approved an Intergovernmental Agreement (IGA) with the Town of Marana and Pima County to select an engineering consulting firm to prepare a Design Concept Report (DCR) and 30% design plans for the widening of Tangerine Road between Interstate 10 and La Canada Drive. Since then staff members from all three jurisdictions and the selected engineering consultant have been working together collectively and cooperatively on the DCR and 30% plans. In March 2013, the engineering consultant completed and delivered the final DCR and 30% plans.

In reference to the final DCR and the Regional Transportation Authority Value Analysis, the overall

corridor is divided into two phases of improvements; Phase 1A: Thornydale Rd. to La Cañada Dr.; Phase 1B: Twin Peaks Rd./Dove Mountain Blvd. to Thornydale Rd.; Phase 2: Interstate 10 to Twin Peaks Rd./Dove Mountain Blvd. Phase 1 is subdivided into two segments and is to be designed all at one time. It is also recommended that both segments be constructed all at once if funding is available.

Based on the final DCR recommendation, the IGA before you this evening is for the design and construction of Phase 1A and 1B.

FISCAL IMPACT:

The RTA will pay for the majority of the total project cost and Oro Valley will contribute a total of \$1,000,000. The Town's funds are derived from Development Impact Funds and will be appropriated to the construction of Tangerine Road which is expected to commence in 2016.

SUGGESTED MOTION:

I MOVE to (adopt or deny) Resolution No. (R)13-46, Authorizing the Town of Oro Valley to enter into an Intergovernmental Agreement (IGA) with the Town of Marana and Pima County for the design and construction of roadway improvements to Tangerine Road: Dove Mountain Blvd/Twin Peaks Road to La Cañada Drive.

Attachments

(R)13-46 IGA - Tangerine Road Improvements

IGA

RESOLUTION NO. (R)13-46

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY, THE TOWN OF MARANA AND PIMA COUNTY FOR A DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVDARD/TWIN PEAKS ROAD TO LA CANADA DRIVE

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley, the Town of Marana and Pima County are authorized to enter into Intergovernmental Agreements for joint and cooperative action; and

WHEREAS, pursuant to A.R.S. § 9-276, the Town is authorized to lay out, maintain, control and manage public roads within its jurisdictional boundaries; and

WHEREAS, in May 2009, the Intergovernmental Agreement regarding the construction of roadway improvements on Tangerine Road between Interstate 10 and La Canada Drive, was approved through Resolution No. (R) 09-22; and

WHEREAS, the Town of Oro Valley, the Town of Marana and Pima County desire to enter into an Intergovernmental Agreement for the design and construction of roadway improvements on Tangerine Road – Dove Mountain Boulevard/ Twin Peaks Road to La Canada Drive; and

WHEREAS, all parties to the Intergovernmental Agreement shall have input into the Design Concept Report; and

WHEREAS, at no cost to the Town, the Design Concept Report shall be separately contracted for by the Town of Marana and paid for with Regional Transportation Authority funds; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit “A”, with the Town of Marana and Pima County to obtain a Design Concept Report regarding the construction of roadway improvements on Tangerine Road – Dove Mountain Boulevard/ Twin Peaks Road to La Canada Drive.

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

1. The Intergovernmental Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the Town of Oro Valley, the Town of Marana and Pima County for the design and construction of roadway improvements on Tangerine Road – Dove Mountain Boulevard/ Twin Peaks Road to La Canada Drive is hereby approved.
2. The Mayor and any other administrative officials are hereby authorized to take such steps necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of July, 2013.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

ATTEST:

Julie K. Bower, Town Clerk

Date

Date

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN AND AMONG
THE TOWN OF MARANA, THE TOWN OF ORO VALLEY
AND PIMA COUNTY
FOR THE DESIGN AND CONSTRUCTION OF
ROADWAY IMPROVEMENTS TO
TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/
TWIN PEAKS ROAD TO LA CAÑADA DRIVE**

This intergovernmental agreement (this "IGA") is entered into by and among the TOWN OF MARANA ("Marana"), an Arizona municipal corporation, the TOWN OF ORO VALLEY ("Oro Valley"), an Arizona municipal corporation, and PIMA COUNTY (the "County"), a political subdivision of the State of Arizona. Marana, Oro Valley, and the County are sometimes collectively referred to as the "Parties," any one of which is sometimes individually referred to as a "Party."

RECITALS

- A. Marana has entered into or is in the process of entering into an intergovernmental agreement with the Regional Transportation Authority of Pima County (the "RTA") to facilitate the preparation of construction design drawings and the acquisition of right-of-way needed for the construction of improvements to Tangerine Road – Twin Peaks Road to La Cañada Drive (the "Project").
- B. Marana has been identified by the RTA as the Lead Agency for the Project and will be responsible for all aspects of project implementation, including construction.
- C. The Project is anticipated to be constructed from Dove Mountain Boulevard/Twin Peaks Road on the west to La Cañada Drive on the east, traversing approximately 2.65 miles within the town limits of Marana, approximately two miles within the town limits of Oro Valley, and approximately 1,600 feet within unincorporated Pima County.
- D. Marana and Oro Valley are authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within their respective jurisdictional boundaries.
- E. Pima County is authorized by A.R.S. § 11-251 paragraph 4 to lay out, control and manage public roads in unincorporated Pima County.
- F. The Parties enter into this IGA to work together collectively and cooperatively to accomplish the following tasks associated with the Project:
 - 1. To select an engineering consulting firm to conduct and prepare design and bid documents (the "Bid Documents") for the Project.

2. To select a construction contractor to construct the Project.
 3. To select one or more consultants to provide professional services in connection with the acquisition of needed rights-of-way for the Project.
 4. To facilitate the administration and management of the Project.
- G. The Parties are authorized to contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et seq.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated by reference here, and in consideration of the matters and things set forth in this IGA, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this IGA is to set forth the responsibilities of the Parties for the design, right-of-way acquisition, and construction of the Project and to address associated the legal and administrative matters among the Parties.
2. **The Project.** The Project consists of the design, right-of-way acquisition, and construction of the Project in a manner consistent with the Regional Transportation Plan approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006
3. **Marana's responsibilities.** Marana shall have the following responsibilities with respect to the Project:
 - 3.1. In connection with the Project generally, Marana shall:
 - 3.1.1. Identify a Marana officer or employee who will act as Marana's representative for the Project (the "Marana Project Representative").
 - 3.1.2. Take the lead management role for the Project.
 - 3.1.3. Be responsible for the administration of the contract for the design, environmental clearance, and rights-of-way acquisition.
 - 3.1.4. Be responsible for all costs associated with the Project as required by the RTA and as provided in the RTA-approved design concept report for the Project (the "DCR").
 - 3.1.5. Be responsible for managing all Change Orders (see paragraph 10 below), including coordinating amendments and supplements to this IGA to identify and describe the cost sharing and funding mechanisms related to each Change Order before it is executed or authorized.
 - 3.2. In connection with the Project bid documents, Marana shall:
 - 3.2.1. Take the lead management role and be the lead agency for the solicitation, final selection and management of the Consultant procured to prepare the Bid Documents for the Project.

- 3.2.2. Be the lead agency for funding the design of the Project and the preparation of the bid documents for the Project through a separate agreement between Marana and the RTA
- 3.2.3. Appoint two Marana representatives to the panel responsible for selecting the Consultant (the "Consultant Selection Panel"), to work collectively and cooperatively with the representatives for the other Parties to select an additional Consultant Selection Panel member in accordance with this IGA.
- 3.2.4. Review and approve (in conjunction with representatives of the other Parties) all rights-of-way plans, legal descriptions and other right-of-way documents.
- 3.2.5. Review and approve (in conjunction with representatives of the other Parties) all design and bid documents required for construction of the Project.
- 3.3. In connection with right-of-way acquisition for the Project, Marana shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.
- 3.4. In connection with the Project construction, Marana shall:
 - 3.4.1. Pursuant to and consistent with a separate agreement between Marana and the RTA, be the lead agency for funding the construction of the Project and the procurement of the Contractor to construct the Project (see paragraph 9 below).
 - 3.4.2. Advertise for bids and award the construction contract for the Project, and administer contracts for the Project.
 - 3.4.3. Be responsible for payment of any Contractor invoices, and pay all Project costs.
 - 3.4.4. Be responsible for any traffic management, including public notification, associated with the Project.
 - 3.4.5. Be responsible for all aspects of construction administration for the Project as required by the bid documents.
 - 3.4.6. Be responsible to provide all necessary staff for Project inspection for all work performed within the Marana jurisdictional boundaries.
 - 3.4.7. Submit monthly invoices for Project construction costs in a manner consistent with the Parties' programmed funding for the Project and Marana's intergovernmental agreement with the RTA relating to the Project.
 - 3.4.8. Administer the claims process and be responsible for payment of any Contractor claim for extra compensation, allocating the cost of the settlement among the Parties according to each Party's percentage of fault, liability, and financial responsibility for the work associated with the claim.
- 3.5. After construction of the Project is completed, Marana shall be responsible for ownership and maintenance of the portions of the Project located within Marana's jurisdictional boundaries.

4. Oro Valley's responsibilities. Oro Valley shall have the following responsibilities with respect to the Project:

4.1. In connection with the Project generally, Oro Valley shall:

4.1.1. Identify an Oro Valley officer or employee who will act as Oro Valley's representative for the Project (the "Oro Valley Project Representative").

4.1.2. Provide feedback and direction on design, implementation, and construction of the portions of the Project located within or directly affecting Oro Valley.

4.1.3. Be responsible paying its fair share cost of Change Orders (see paragraph 10 below).

4.2. In connection with the Project bid documents, Oro Valley shall:

4.2.1. Appoint one Oro Valley representative to the Consultant Selection Panel, to work collectively and cooperatively with the representatives for the other Parties to select an additional Consultant Selection Panel member in accordance with this IGA.

4.2.2. Cooperate and coordinate with Marana's administration of the contract for the design, environmental clearance, and right-of-way acquisition for areas of the Project within Oro Valley's jurisdictional boundaries.

4.2.3. Be responsible for all costs attributable to Oro Valley associated with the Project as required by the RTA as provided in the DCR, with the understanding that the Parties expect to amend this IGA prior to construction of the Project to establish the then-determined actual cost estimate for the Project and Oro Valley's share of those costs.

4.2.4. Review and approve (in conjunction with representatives of the other Parties) all rights-of-way plans, legal descriptions and other right-of-way documents.

4.2.5. Review and approve (in conjunction with representatives of the other Parties) all design and bid documents required for construction of the Project.

4.3. In connection with right-of-way acquisition for the Project, Oro Valley shall cooperate and, if necessary, join with Marana in exercising the power of eminent domain as needed to acquire property needed for the Project.

4.4. In connection with the Project construction, Oro Valley shall:

4.4.1. Review and approve the advertisement for bids.

4.4.2. Participate in review and approval of the construction bids and the award of the construction contract for the Project.

4.4.3. Pay Project construction costs attributable to Oro Valley within 30 calendar days of receiving an invoice consistent with Oro Valley's programmed funding for the Project and Marana's intergovernmental agreement with the RTA relating to the Project.

- 4.4.4. Pay its fair share portion of the cost of any Contractor claim for extra compensation, according to Oro Valley's percentage of fault, liability, and financial responsibility for the work associated with the claim.
 - 4.4.5. Provide all necessary staff for Project inspection for all work performed within Oro Valley's jurisdictional boundaries.
 - 4.5. After construction of the Project is completed, Oro Valley shall be responsible for ownership and maintenance of the portions of the Project located within Oro Valley's jurisdictional boundaries.
- 5. The County's responsibilities.** The County shall have the following responsibilities with respect to the Project:
- 5.1. In connection with the Project generally, The County shall:
 - 5.1.1. Identify a County officer or employee who will act as the County's representative for the Project (the "County Project Representative").
 - 5.1.2. Provide feedback and direction on design, implementation, and construction of the portions of the Project located within or directly affecting unincorporated Pima County.
 - 5.1.3. Be responsible paying its fair share cost of Change Orders (see paragraph 10 below).
 - 5.2. In connection with the Project bid documents, The County shall:
 - 5.2.1. Appoint one County representative to the Consultant Selection Panel, to work collectively and cooperatively with the representatives for the other Parties to select an additional Consultant Selection Panel member in accordance with this IGA.
 - 5.2.2. Cooperate and coordinate with Marana's administration of the contract for the design, environmental clearance, and right-of-way acquisition for areas of the Project within unincorporated Pima County.
 - 5.2.3. Be responsible for all costs attributable to the County associated with the Project as required by the RTA as provided in the DCR and in accordance with the allowable use of County development impact fees (which are the sole source of funding for the County's contribution and are limited to the portion of the Project constructed in unincorporated Pima County), with the understanding that the Parties expect to amend this IGA prior to construction of the Project to establish the then-determined actual cost estimate for the Project and the County's share of those costs.
 - 5.2.4. Review and approve (in conjunction with representatives of the other Parties) all rights-of-way plans, legal descriptions and other right-of-way documents.
 - 5.2.5. Review and approve (in conjunction with representatives of the other Parties) all design and bid documents required for construction of the Project.

- 5.3. In connection with right-of-way acquisition for the Project, the County shall cooperate and, if necessary, join with Marana in exercising the power of eminent domain as needed to acquire property needed for the Project.
 - 5.4. In connection with the Project construction, the County shall:
 - 5.4.1. Review and approve the advertisement for bids.
 - 5.4.2. Participate in review and approval of the construction bids and the award of the construction contract for the Project.
 - 5.4.3. Pay Project construction costs attributable to the County within 30 calendar days of receiving an invoice consistent with the County's programmed funding for the Project and Marana's intergovernmental agreement with the RTA relating to the Project.
 - 5.4.4. Pay its fair share portion of the cost of any Contractor claim for extra compensation, according to the County's percentage of fault, liability, and financial responsibility for the work associated with the claim.
 - 5.4.5. Provide all necessary staff for Project inspection for all work performed within unincorporated Pima County.
 - 5.5. After construction of the Project is completed, the County shall be responsible for ownership and maintenance of the portions of the Project located in unincorporated Pima County.
- 6. Bid Documents.** Bid documents and construction drawings for the Project (collectively the "Bid Documents") shall be prepared by an engineering consulting firm (the "Consultant") selected by the Consultant Selection Panel.
- 7. Consultant Selection Panel.**
- 7.1. Membership. The Consultant Selection Panel shall consist of five members. Marana shall select two members, and Oro Valley and the County shall each select one member. These four members shall select by unanimous vote one remaining Consultant Selection Panel member, who shall either possess a current Professional Engineering license issued by the State of Arizona or be designated as a certified planner by the American Institute of Certified Planners.
 - 7.2. Selection criteria. The Consultant Selection Panel shall establish selection criteria and associated ratings before publishing the solicitation of qualifications for the Consultant.
 - 7.3. Rating. The Consultant Selection Panel shall rate each bidder based upon the agreed criteria and rating system.
 - 7.4. Interview. The Consultant Selection Panel shall select the three highest scoring bidders for an interview, unless the Consultant Selection Panel unanimously agrees that an interview is not necessary. If interviews are conducted, the Consultant Selection Panel shall agree upon the questions, presentation criteria and time frame, and ratings associated with each.

7.5. Consultant Selection Panel membership change.

7.5.1. If one member of the Consultant Selection Panel is removed or becomes ineligible due to change of employment, conflict of interest, or any other reason prior to the selection of the Consultant, the remaining members of the Consultant Selection Panel shall complete the selection process or, by unanimous vote, disband the Consultant Selection Panel.

7.5.2. If two or more members of the Consultant Selection Panel are removed or become ineligible due to change of employment, conflict of interest, or any other reason prior to the selection of the Consultant, the Consultant Selection Panel shall be disbanded.

7.5.3. If the Consultant Selection Panel is disbanded, a new Consultant Selection Panel shall be established and shall complete the selection of the Consultant using the procedures set forth in this paragraph 7. The new Consultant Selection Panel shall use the solicitations received in response to the original solicitation of qualifications unless the new Consultant Selection Panel unanimously chooses to begin the entire selection process again.

8. Consultant's detailed scope of work and cost. The Consultant shall provide a detailed scope of work and cost proposal to Marana, who shall distribute it to Oro Valley and the County. The Parties shall provide comments, changes and revisions to the Consultant for inclusion in or exclusion from the scope of work. All Parties shall agree in writing to the final scope of work and cost proposal.

9. Contractor selection. The Project shall be constructed by a qualified construction contracting firm (the "Contractor"), who shall be selected using a low bid selection process.

10. Change Orders. This paragraph addresses changes to the scope or elements of the Consultant's contract or to the scope or elements of the Contractor's contract, either of which is referred to in this IGA as a "Change Order." The Party or Parties responsible for a Change Order shall sign and pay for (or be responsible for obtaining additional third-party funding for) all costs associated with the Change Order. The Party or Parties signing the Change Order shall identify and describe the cost sharing and funding for the Change Order before the Change Order is approved or authorized.

11. Effective date; term. This IGA shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until the sixth anniversary of final payment to the Contractor.

12. Design and construction standards.

12.1. Approved roadway cross-sections.

12.1.1. Marana's approved roadway cross-sections shall be utilized for the areas of the Project located within Marana's jurisdictional limits.

12.1.2. Oro Valley's approved roadway cross-sections shall be utilized for the areas of the Project located within Oro Valley's jurisdictional limits.

- 12.1.3. The portion of the Project located in unincorporated Pima County shall utilize a roadway cross-section that transitions from Marana's approved roadway cross-section to Oro Valley's approved roadway cross-section.
- 12.2. General. The Project shall be designed and constructed in a manner consistent with the DCR and in accordance with the terms of this IGA and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Manual on Uniform Traffic Control Devices, the Pima County/City of Tucson Standard Specifications for Public Improvements, the PAG Standard Specifications for Roadways and Public Improvements, the Pima County Roadway Design Manual, the Pima County Department of Transportation/City of Tucson Department of Transportation Pavement Marking Design Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.

13. Construction of this IGA.

- 13.1. Entire agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this IGA, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged in this IGA.
- 13.2. Exhibits. Any exhibits to this IGA are incorporated in this IGA by this reference.
- 13.3. Amendment. This IGA may be modified, amended, altered or changed only by written agreement signed by both Parties.
- 13.4. Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the Recitals section of this IGA.
- 13.5. Captions and headings. The headings used in this IGA are for convenience only and are not intended to affect the meaning of any provision of this IGA.
- 13.6. Severability. A declaration by statute or judicial decision that any provision of this IGA is invalid or void shall have no effect on other provisions that can be given effect without the invalid or void provision, and to this extent the provisions of this IGA are severable. If any provision of this IGA is declared invalid or void, the Parties agree to meet promptly in an attempt to reach an agreement on a substitute provision.
- 13.7. Conflict of interest. This IGA is subject to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

14. Legal Jurisdiction. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdiction of the Parties.

15. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the

Parties or create any employer-employee relationship between one Party and another Party's employees. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of another Party, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. No Third Party Beneficiaries. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

17. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this IGA.

17.1. **Anti-Discrimination.** The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this IGA.

17.2. **Americans with Disabilities Act.** This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

17.3. **Workers' Compensation.** An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022(E) in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

18. Waiver. Waiver by either Party of any breach of any term, covenant or condition of this IGA shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this IGA.

19. Force Majeure. A party shall not be in default under this IGA if it does not fulfill any of its obligations under this IGA because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this IGA, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties,

order of any government officer or court (excluding orders promulgated by the parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

20. Notification. All notices or demands upon any party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To Marana:	To Oro Valley:	To the County:
TOWN OF MARANA	TOWN OF ORO VALLEY	PIMA COUNTY
Director, Public Works	Town Engineer	Transportation Director
11555 W. Civic Center Dr.	11000 N. La Cañada Dr.	201 N. Stone Ave, 4 th Floor
Marana, Arizona 85653	Oro Valley, Arizona 85737	Tucson, Arizona 85701-1207

21. Remedies. Any Party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this IGA.

22. Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed and attached to a single instrument.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the last signature date below.

TOWN OF MARANA

TOWN OF ORO VALLEY

PIMA COUNTY



 Ed Honea, Mayor

 Satish Hiremath, Mayor

 Ramón Valadez, Chairman
 Board of Supervisors

Date: 5-7-13

Date: _____

Date: _____

ATTEST:

ATTEST:

ATTEST:



 Jocelyn Brewer
 Town Clerk

 Town Clerk

 Clerk of the Board

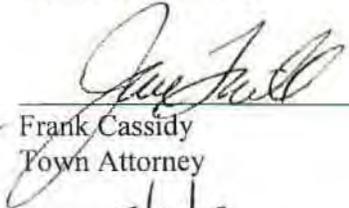
INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing intergovernmental agreement among the TOWN OF MARANA, the TOWN OF ORO VALLEY, and PIMA COUNTY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

TOWN OF MARANA:

TOWN OF ORO VALLEY:

PIMA COUNTY:

for 

Frank Cassidy
Town Attorney
Date: 5/7/13

Tobin Sidles
Acting Town Attorney
Date: _____

Hal Gilbreath
Deputy County Attorney
Date: _____



Town Council Regular Session

Item # D.

Meeting Date: 07/03/2013

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

Department: Town Clerk's Office

Information

SUBJECT:

Resolution No. (R)13-47, Authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County for Payment for the Incarceration of Municipal Prisoners

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The annual Intergovernmental Agreement with Pima County that permits the Town to house Oro Valley municipal prisoners in the Pima County Jail is up for renewal on June 30, 2013. Payment for incarceration of municipal prisoners in county jails is necessary because of a state law passed in 1989 mandating that cities and towns pay for this service. Pima County has set the incarceration fees for FY 2013/14 as follows: \$253.82 to cover booking and intake expenditures and prisoner housing for the first day and \$85.58 per day for each prisoner following the first day. The initial day amount has increased \$11.95, while the cost for each additional day has decreased \$4.86 from the current FY 2012/13 fees. A two day stay for a prisoner will now cost a total of \$339.40 next fiscal year, which is an increase of \$7.09 over the current fiscal year. The alternative is for the Town to house its own municipal prisoners, which would be cost prohibitive.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

The FY 2013/14 Custody of Prisoners budget remains unchanged from the FY 2012/13 budget of \$150,000.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)13-47, authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County for Payment for the Incarceration of Municipal Prisoners.

Attachments

(R)13-47 IGA for Incarceration of Municipal Prisoners

IGA

RESOLUTION NO. (R)13-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS

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

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

WHEREAS, pursuant to A.R.S. § 31-121(D), an individual may be incarcerated in a county jail and the costs of incarceration shall be paid by the municipality having established the municipal court in which the charges have been filed; and

WHEREAS, Pima County shall receive and detain all municipal prisoners who are medically fit to be incarcerated in the detention facilities maintained and operated by Pima County; and

WHEREAS, the Town desires to enter into an Intergovernmental Agreement with Pima County to set forth the terms and conditions for the incarceration of municipal prisoners in the detention facilities maintained and operated by Pima County; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as "Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions relating to the incarceration of municipal prisoners in the detention facilities maintained and operated by Pima County for a term effective July 1, 2013 through June 30, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona, that the Intergovernmental Agreement, attached hereto as "Exhibit "A", between the Town of Oro Valley and Pima County for the incarceration of municipal prisoners is hereby authorized and approved.

BE IT FURTHER RESOLVED that the Mayor and any other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona, this 3rd day of July, 2013.

TOWN OF ORO VALLEY, ARIZONA

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF ORO VALLEY
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and the Town of Oro Valley, a municipal corporation ("Town") pursuant to A.R.S. § 11-952.

Recitals

County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

County and Town desire to enter into an agreement to incarcerate Town's municipal prisoners in the Pima County Adult Detention Complex ("PCADC").

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town's municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care of said prisoners.

"Town municipal prisoner" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Oro Valley Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Oro Valley Town Court and for whom the Town has the legal obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Oro

Valley Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of \$253.82. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking. County shall provide such booking and related services as prescribed by operations plans jointly approved by the Town of Oro Valley Police and the Sheriff of Pima County.

Transportation of prisoners to Town of Oro Valley Court or other locations, only as ordered by Town of Oro Valley Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of \$253.82 to cover booking and intake expenditures and prisoner housing. For each billable day following the first day, Town shall pay \$85.58 per day. The two rates are applicable to the period July 1, 2013 through June 30, 2014. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.
2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. "Billable custody" means any pretrial custody involving a misdemeanor offense which will be tried or adjudicated in Town of Oro Valley Court, or any custody pursuant to a sentence imposed by Town Of Oro Valley Court.
4. "Local limited jurisdiction courts" means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town Of Oro Valley Court. Costs for incarceration shall cease under the guidelines established under the definition of "billable day." For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of "modified billable day."
2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of "billable day" among those jurisdictions from which the joint custody arises.
3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.
4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Town shall be allowed access to necessary computer systems in a timely manner to verify the billing.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2013 through June 30, 2014 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to

the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

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

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF ORO VALLEY
11000 North La Canada Dr.
Oro Valley, AZ 85737

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701

XXI. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

TOWN OF ORO VALLEY

Chair, Board of Supervisors

Mayor

Date

Date

Clerk, Board of Supervisors

Town of Oro Valley Clerk

Date

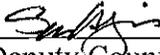
Date

Intergovernmental Agreement Determination

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

PIMA COUNTY:

TOWN OF ORO VALLEY



Deputy County Attorney

Town of Oro Valley Attorney



Town Council Regular Session

Item # **E.**

Meeting Date: 07/03/2013
Submitted By: Julie Bower, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

Resolution No. (R)13-48, Supporting Pima County's efforts to acquire 800 additional acres of reclassified State Trust land for Tortolita Mountain Park in the Arroyo Grande area for urban open space conservation and applying for Growing Smarter matching grant funds

RECOMMENDATION:

Staff recommends approval of the resolution.

EXECUTIVE SUMMARY:

The Arizona State Land Department (ASLD) is willing to sell additional acreage of reclassified State Trust land in the Arroyo Grande Area. The Arizona State Parks had indicated that FY2013 will be the last grant cycle for Growing Smarter State Trust Land Acquisition matching funds. Therefore, Pima County is asking for the Town's support in its ongoing efforts to secure more funding under the Growing Smarter matching funding program and the purchase of 800 additional acres of reclassified State Trust land for Tortolita Mountain Park within the Arroyo Grande area for conservation of our unique desert habitat and expansion of recreational opportunities for community residents.

BACKGROUND OR DETAILED INFORMATION:

In May 2011, the Town approved Resolution No. (R)11-26, Supporting the use of 2004 voter approved bond funds for the acquisition of 1,416 acres of reclassified State Trust land within the Arroyo Grande Area. Pima County was the successful bidder at a public auction held by the ASLD on December 20, 2012, and was able to purchase the 1,416 acres of real property in the Tortolita Mountains within the Arroyo Grande Area with Growing Smarter matching grant funds.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)13-48, Supporting Pima County's efforts to acquire 800 additional acres of reclassified State Trust land for Tortolita Mountain Park in the Arroyo Grande area for urban open space conservation and applying for Growing Smarter matching grant funds.

Attachments

(R)13-48 Tortolita Mountain Park
Map

RESOLUTION NO. (R)13-48

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, SUPPORTING PIMA COUNTY IN CONTINUING EFFORTS TO ACQUIRE 800 ADDITIONAL ACRES OF RECLASSIFIED STATE TRUST LAND FOR TORTOLITA MOUNTAIN PARK IN THE ARROYO GRANDE AREA FOR URBAN OPEN SPACE CONSERVATION AND APPLYING FOR GROWING SMARTER MATCHING GRANT FUNDS

WHEREAS, the Town approved Resolution No. (R)11-26 in May 2011, to facilitate the use of 2004 voter approved bond funds for this project area for acquisition of 1,416 acres reclassified State Trust land within the Arroyo Grande Area; and

WHEREAS, Pima County was the successful bidder at a public auction held by the Arizona State Land Department (ASLD) on December 20, 2012, whereby the County purchased approximately 1,416 fee acres of real property in the Tortolita Mountains within the Arroyo Grande Area using also Growing Smarter matching grant funds towards half the purchase cost; and

WHEREAS, the ASLD is willing to sell additional acreage of reclassified State Trust land in this area at public auction; and

WHEREAS, Arizona State Parks has said that FY2013 will be the last grant cycle for Growing Smarter State Trust Land Acquisition matching funds; and

WHEREAS, the Town supports Pima County in their ongoing efforts to secure more funding for our county under the Growing Smarter matching fund program; and

WHEREAS, the Town supports the purchase of 800 additional acres of reclassified State Trust land, eligible for Growing Smarter matching funds, for Tortolita Mountain Park within the area known as Arroyo Grande for conservation of our unique desert habitat and expansion of recreational opportunities for community residents;

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

1. The Town supports both the filing for purchase of 800 acres of reclassified State Trust land for Tortolita Mountain Park within the Arroyo Grande planning area, and the filing of an application with Arizona State Parks for FY 2013 Growing Smarter State Trust Land Acquisition grant assistance towards half the purchase cost.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day July, 2013.

TOWN OF ORO VALLEY

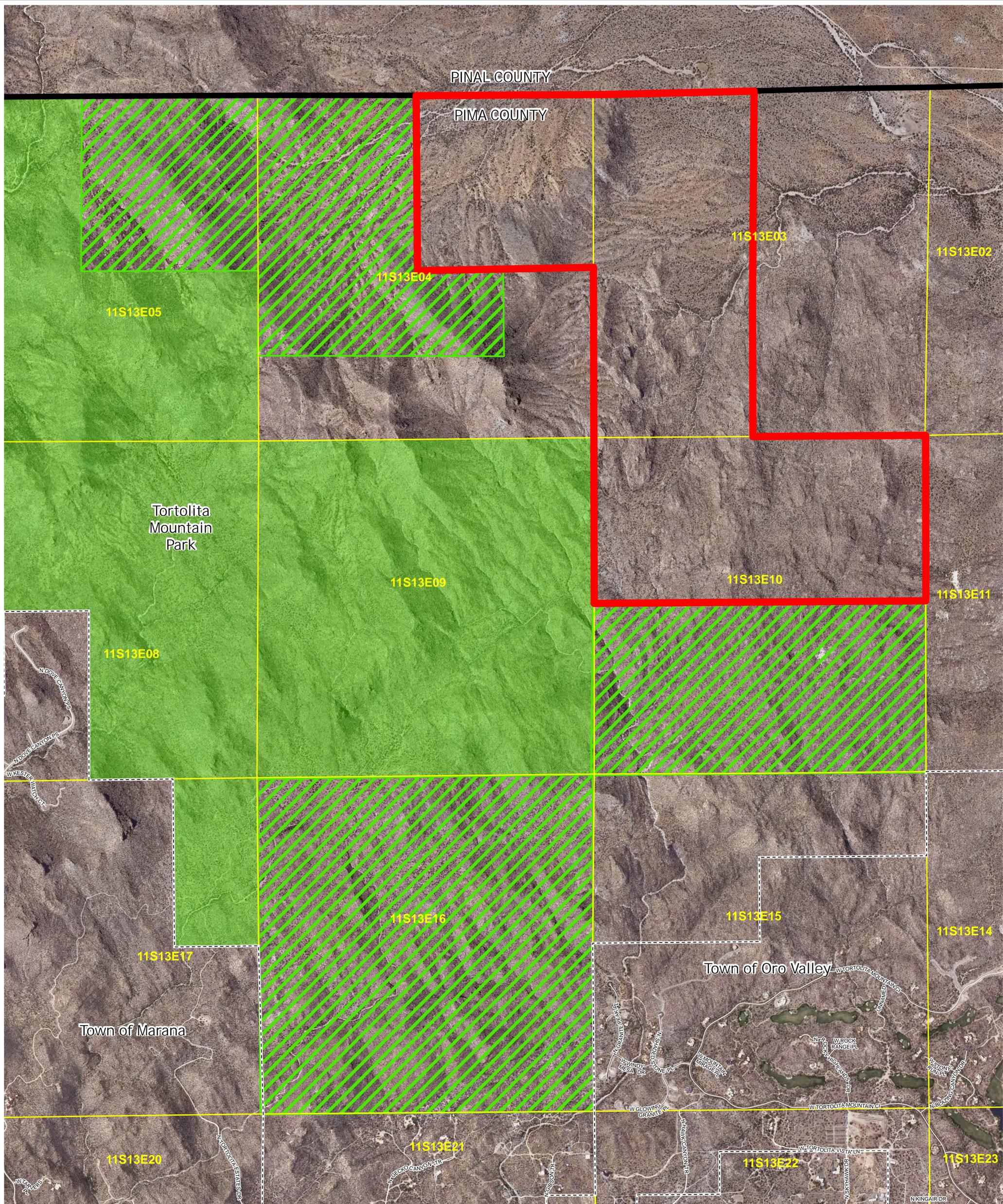
ATTEST:

Dr. Satish I. Hiremath, Mayor

Julie K. Bower, Town Clerk

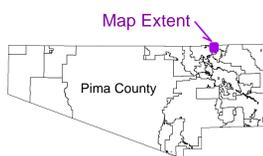
APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director



The information depicted on this display is the result of digital analyses performed on a variety of databases provided and maintained by several governmental agencies. The accuracy of the information presented is limited to the collective accuracy of these databases on the date of the analysis. Pima County Information Technology Department Geographic Information Systems makes no claims regarding the accuracy of the information depicted herein. This product is subject to the GIS Division Disclaimer and Use Restrictions.

Pima County
GIS
 GEOGRAPHIC INFORMATION SYSTEMS
 Pima County Information Technology Dept.
 201 North Stone Avenue - 9th Floor
 Tucson, Arizona 85701-1207
 (520)740-6670 - FAX: (520)798-3429



Tortolita Mountain Park Expansion Phase II - API Land

- Tortolita Mountain Park
- Proposed Phase II Acquisition Area (~797 ac)
- Acquired at Auction 12/20/2012
- Incorporated Jurisdiction
- PLSS Section Boundary



1/14/2013



Town Council Regular Session

Item # **F.**

Meeting Date: 07/03/2013
Requested by: Paul Keesler
Submitted By: Paul Keesler, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-49, Authorizing and approving an Intergovernmental Cooperative Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program

RECOMMENDATION:

Staff recommends approval since the Town is a regional partner with Pima County. The County is seeking certification as an "Urban County" and provides its citizenry with the options and benefits this program affords.

In addition, the terms of this agreement shall apply to the Town only if the Town requests and receives funding for low and moderate income housing within the Town boundaries under the terms of this agreement.

EXECUTIVE SUMMARY:

This is a cooperative Intergovernmental Agreement (IGA) between Pima County and the Town of Oro Valley for the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME).

The Town and the County have historically approved these tri-annual IGA's, which provides Oro Valley with the ability to directly apply to the County for available US Department of Housing and Urban Development (HUD) entitlement funds--in lieu of having to competitively apply via the State of Arizona. In addition, these agreements "re-certify" Pima County as an Urban County, a HUD requirement for entitlement funded agencies.

BACKGROUND OR DETAILED INFORMATION:

Pima County concurrently executes identical documents with the Towns of Marana, Sahuarita, and the City of South Tucson. Historically, the Town of Oro Valley has entered into an Intergovernmental Agreement (IGA) with Pima County for Community Development Block Grant (CDBG) purposes. This arrangement between Oro Valley and Pima County was initiated in 1984 and has been renewed every term except in 1998, which resulted in a loss of funding in the amount of \$80,000 for the region. The proposed Intergovernmental Agreement for 2013 is for a three-year period (fiscal years 2014, 2015 & 2016).

Participation in this IGA is desirable to meet the requirements of the Housing and Community Development Act of 1974. Although Oro Valley's population is below the 50,000 threshold that qualifies its low to moderate income residents to apply for home repair monies, Oro Valley still has participated

with the region so that Pima County may qualify for full funding.

FISCAL IMPACT:

There is not a fiscal impact to the Town's budget.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)13-49, Authorizing and approving an Intergovernmental Cooperative Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program.

Attachments

(R)13-49 IGA for CDBG and HIP Programs

IGA

RESOLUTION (R)13-49

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM

WHEREAS, pursuant to A.R.S. § 11-952, the Town of Oro Valley and Pima County are authorized to enter into or renew agreements for joint and cooperative action with other public agencies; and

WHEREAS, the Town and Pima County desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974 and subsequent amendments thereof; and

WHEREAS, the Town and Pima County desire to enter into an intergovernmental cooperative agreement to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments thereof; and

WHEREAS, the Town and Pima County have determined that it is in the best interest of the residents within unincorporated areas of Pima County and the Town that housing and community development activities be performed jointly in accordance with the provisions of this Agreement, and the U.S. Department of Housing and Urban Development recommends that expenditures of funds for each purpose be on a Urban County basis; and

WHEREAS, the Town desires that Pima County, as an Urban County, administer and execute the terms and conditions of the Agreement, subject to local ordinances and state and federal laws; and

WHEREAS, it is in the best interest of the Town to enter into the Intergovernmental Cooperative Agreement with Pima County for the Community Development Block Grant Program and Home Investment Partnership Program, attached hereto as Exhibit "A" and incorporated by this reference, to set forth the terms and conditions of the Agreement.

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

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3rd day of July, 2013.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

Intergovernmental Cooperative Agreement
between
Pima County and Town of Oro Valley
for the
Community Development Block Grant Program
and
Home Investment Partnership Program

This Intergovernmental Cooperative Agreement made and entered into this ___ day of _____, 2013, by and between the County of Pima, a body politic and corporate of the State of Arizona, hereinafter referred to as "County," and the Town of Oro Valley, a municipal corporation of the State of Arizona, located within the boundaries of the County of Pima, hereinafter referred to as "Town."

RECITALS

- A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*
- B. County and Town must enter into a Cooperative Agreement to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments ("the Act") to participate as an Urban County in order to obtain federal funding for the Community Development Block Grant Program ("CDBG") and the HOME Investment Partnership Program ("HOME") for federal fiscal years 2014, 2015 and 2016.
- C. County and Town are individually authorized by law to engage in housing and community development activities.
- D. The U.S. Department of Housing and Urban Development ("HUD") recommends that awards and expenditures of CDBG and HOME funds be made as an Urban County.
- E. The governing bodies of County and Town have found that, while there is no obligation on the part Town to engage in affordable housing activities, it is in the best interests of the residents of the unincorporated areas of the County and of the Town to perform CDBG and HOME housing and community development activities jointly pursuant to the provisions of this Agreement.
- F. This Agreement, designating Pima County as an Urban County and establishing the responsibilities for County to act as the sponsoring agency to administer and implement the terms and conditions of the CDBG and HOME grants, in accordance with local ordinances and State and Federal law.

NOW, THEREFORE, County and Town, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

- 1. Pima County, as an Urban County, is hereby designated as the sponsoring agency to administer and implement the plan and program for housing and community development activities for both parties to this Agreement. All activities shall be carried out in accordance with the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, the laws of the State of Arizona, and the terms and conditions provided herein. In this respect, Town agrees that County is hereby delegated the power to plan and undertake community development projects within its jurisdiction and will have the final

responsibility for selecting all CDBG and HOME projects in accordance with the approved Community Development and Housing Consolidated Plan pursuant to 24 CFR Part 91.

2. It is understood and agreed that Pima County as the Grantee is to take the final responsibility and to assume all the obligations of applicant for assistance under the provisions of said Housing and Community Development Act of 1974 and subsequent amendments, the three-year certifications as required by HUD, subject to change in legislation or regulations and the Consolidated Plan.
3. County and Town agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.
4. County and Town do not have the power to veto or otherwise restrict or withhold the support given by County or Town to the activities proposed in the Consolidated Plan for any program year covered by this Agreement. In the event that any participating member entity does not comply with a federal prerequisite in order for funds to be expended in such area, then said entity's share shall be expended within all or any portion of the area served by the member entities who qualify under the provisions of said Act.
5. It is understood that in order to qualify for funds under the Housing and Community Development Act of 1974 and subsequent amendments, it is necessary that a Consolidated Plan be submitted to and approved by the United States Department of Housing and Urban Development. All parties hereto agree to abide by the terms and conditions of an approved Consolidated Plan for housing and community development activities as submitted to the Department of Housing and Urban Development.

Upon executing the Agreement the Town agrees not to apply for CDBG funds from the State of Arizona Small Cities Program, and may not participate in a HOME consortium except through the Urban County during the period in which it is participating in the Urban County's CDBG Program. Nothing herein shall be construed as limiting in any manner the powers of any of the respective parties to initiate and complete a local project within their respective jurisdiction with their own funds.

6. The 1st day of July, 2013 shall be the effective date of Agreement. The Agreement shall remain in force and effect for three years. This Agreement covers CDBG and HOME funding for Federal Fiscal years 2014, 2015, and 2016. This Agreement may be amended to extend the term of Agreement in order to complete activities funded but not completed, or to expend program income received, but not expended, during the three years covered by this Agreement.
7. Town and County recognize that County shall be the governmental entity required to execute any grant agreement received pursuant to Consolidated Plan, and that County shall thereby become responsible thereunder for the proper performance of the plan and program. Town agrees that it shall fully cooperate with County in all efforts hereunder and that Town will assist County in doing any and all things required or appropriate to comply with the provisions of any grant agreement received by County pursuant to the Act and its regulations.
8. All records of County and of Town related to this Consolidated Plan and any projects undertaken pursuant thereto shall upon reasonable notice, be available for inspection by HUD, County, and/or Town auditors, during normal business hours.
9. The terms of this Intergovernmental Cooperative Agreement shall apply to the Town if and only if the Town requests and receives CDBG or HOME funding awarded to the Urban

County for activities within the boundaries of the Town under the terms of this Agreement. Further, in such circumstances, this Intergovernmental Cooperative Agreement shall be binding upon the parties hereto, their successors and assignees. Any assignment of Agreement shall be void without the consent of the other party.

10. Pursuant to the primary objective of Title I of the Housing and Community Development Act of 1974, the parties hereby agree to direct their CDBG and HOME resources toward the development of viable urban communities, by providing decent housing and suitable living environments and by expanding economic opportunities. Such efforts shall principally be accomplished for the benefit of persons of low- and moderate-income.

11. County and Town will take all required actions necessary to comply with the Urban County's Certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. County shall not fund Town if Town does not affirmatively further fair housing within its own jurisdiction. County and Town agree to affirmatively further fair housing within County and Town. Town shall take no actions to impede County's actions to comply with County fair housing certification.

12. County and Town have adopted and are enforcing policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

13. The parties agree that a fully executed amendment or amendments to this Agreement shall be entered into as required or necessary to implement a detailed and formulated plan and program as contemplated hereunder or for the purpose of complying with any grant agreement received or the regulations issued pursuant to the Act.

Failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the Urban County is scheduled shall automatically terminate this Agreement following the expenditure of all CDBG and HOME funds allocated for use in Town's jurisdiction.

14. Pursuant to 24 CFR 570.501(b), Town is subject to the same requirements applicable to subrecipients, including the requirement for a written Agreement set forth in 24 CFR 570.503.

15. County, as the CDBG grant recipient for the Urban County has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws (e.g., National Environmental Policy Act, Uniform Relocation Act, Fair Housing Act, Title VI of the Civil Rights Act of 1964, Sec. 504 of the Rehabilitation Act of 1973, Sec. 109 of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and for affirmatively furthering fair housing). County shall be held accountable for the accomplishment of the community development program, for following the Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by City.

16. The parties acknowledge that A.R.S. § 38-511 requires that notice of A.R.S. § 38-511 be included in every contract of a political subdivision of the State of Arizona and that both parties must comply with all applicable provisions and requirements relating to non-discrimination of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website:

http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf

These documents are hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, SUBGRANTEE shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed the _____ day of _____, 2013.

PIMA COUNTY BOARD OF SUPERVISORS

TOWN OF ORO VALLEY

Chairman, Board of Supervisors

Mayor

ATTEST:

Clerk, Board of Supervisors

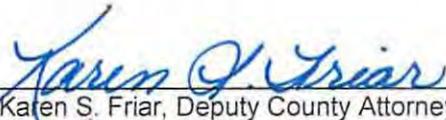
Town Clerk

REVIEWED BY:

Director, Community Development &
Neighborhood Conservation Department

Pursuant to A.R.S. § 11-952, the undersigned Pima County legal counsel has determined that the above Agreement is in proper form and is within the powers and authority granted to the County under the laws of the State of Arizona.

Pursuant to A.R.S. § 11-952, the legal counsel for the Town of Oro Valley has determined that the above Agreement is in proper form and is within the powers and authority granted to the Town under the laws of the State of Arizona.


Karen S. Friar, Deputy County Attorney

Joe Andrews, Legal Counsel, Town of Oro Valley

OPINION OF DEPUTY COUNTY ATTORNEY

INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY AND TOWN OF ORO VALLEY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIP PROGRAM

I am an Attorney at Law admitted to practice in the State of Arizona and a duly appointed Deputy County Attorney for the County of Pima.

I have examined the Intergovernmental Cooperative Agreement between Pima County and the Town of Oro Valley for the Community Development Block Grant Program and Home Investment Partnership Program entered into by and between the County of Pima and the Town of Oro Valley, pursuant to Title I of the Housing and Community Development Act of 1974, and I am of the opinion that the Agreement has been duly authorized by the Board of Supervisors of the County of Pima in accordance with State and local legal requirements.

I am further of the opinion that the names and provisions of the agreement are authorized under state and local law and that Pima County is authorized to enter into this agreement pursuant to state and local law.

To the best of my knowledge, there is no pending or threatened litigation affecting the implementation of the Cooperation Agreement or the ability of the County of Pima to be the applicant for funding as a Urban County under Title I of the Housing and Community Development Act of 1974, as amended.



Karen S. Friar, Deputy County Attorney
Pima County Attorney's Office
Civil Division



Town Council Regular Session

Item # **1.**

Meeting Date: 07/03/2013
Requested by: David Williams
Submitted By: Chad Daines, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PLANNING WORK PLAN FOR FY 13/14 AND FY 14/15

(Attachment 1 updated on 7/2/13 at 12:00 p.m.)

RECOMMENDATION:

On June 4, 2013, the Planning and Zoning Commission unanimously voted to recommend approval of the Planning Work Plan for FY 13/14 and FY 14/15 to Town Council.

EXECUTIVE SUMMARY:

The Planning Work Plan is a Town Council approved document that identifies projects to be completed by the Planning Division over a two-year period. It provides a program for implementation of the General Plan, the Strategic Plan and other adopted policies.

The Zoning Code requires that an annual Work Plan be prepared and forwarded to Town Council. The practice of the Town has been to adopt a biennial Work Plan covering two (2) fiscal years.

The Planning and Zoning Commission has reviewed and recommended approval of the draft Planning Work Plan, which is provided as Attachment 1. Project summary sheets with additional project details and information for the more complex items are provided as Attachment 2.

BACKGROUND OR DETAILED INFORMATION:

The Planning Division's major work efforts outside of development review and customer service have historically been guided by an adopted Work Plan. This document is a requirement of the Zoning Code, Section 21.3.B.1 and 21.4.B.2. The Code-stated purpose is to coordinate the various planning efforts by the Town.

The Town has used the Work Plan as a primary implementation tool of the General Plan and to identify projects for completion by the Planning Division. The implementation program within the General Plan contains steps or actions necessary to implement the goals and policies of the General Plan.

Planning Work Plan FY 10/11 and 11/12

The previous Planning Work Plan for FY 10/11 and 11/12 was approved by Town Council in March 2010. Significant progress has been made to complete the previous work plan items and it is time for consideration and approval of a new Work Plan, which will establish the planning goals and priorities of Town Council for the next two years. Notable completed items from the previous Work Plan include the

Sign Code Update, Design Standards and Development Process Streamlining.

Town Council actions relative to the previous FY 10/11 and 11/12 Planning Work Plan are as follows:

- March 2010, Town Council approved the FY 10/11 and 11/12 Planning Work Plan.
- February 2011, Town Council considered amendment or re-prioritization of the projects in the FY 10/11 and 11/12 Planning Work Plan. Following discussion, Town Council voted to direct staff to submit a revised work plan.

Draft Planning Work Plan 13/14 and 14/15

The new Planning Work Plan covers FY 13/14 and 14/15, which includes significant work efforts for the Planning Division over the next two years. Projects included in the Work Plan are derived from various sources: State requirements, the Strategic Implementation Program from the General Plan, the previous adopted Work Plan, the Town's Strategic Plan, Town Council, and occasionally staff. The proposed Work Plan contains important studies, plans and amendments designed to accomplish community goals and objectives.

The General Plan provides reference to the adoption of the Work Plan and specifies action steps to be taken to implement the goals and policies of the General Plan. The General Plan action items are used to populate the Work Plan and the Capital Improvement Program. Staff has completed a Progress Report on the General Plan action items, which was presented to Town Council on April 3rd. The Arts and Culture District, a notable incomplete action item from the 2005 General Plan, has been incorporated into the proposed Work Plan.

Planning and Zoning Commission Action

The Work Plan was considered by the Planning and Zoning Commission on May 7th and June 4th. Commission discussion focused on the relative priority and scope of the proposed projects. Based on a suggestion from resident, Bill Adler, the Commission added one project, the Naranja Town Park, which proposes to examine the long range future use and development of the property, including park and other land uses.

The Commission also recommended that the Mixed Use General Plan land use category be reconsidered by Town Council. At the conclusion of the discussion, the Commission voted unanimously to recommend approval of the draft Planning Work Plan for FY 13/14 and 14/15. The draft minutes from May 7th and June 4th Commission meetings are provided as Attachments 3 and 4 respectively.

Conclusion

The attached Work Plan reflects projects which, upon completion, will achieve important community goals and objectives as expressed within the General Plan, Strategic Plan and by Town Council.

FISCAL IMPACT:

The predominance of items on the draft Work Plan are proposed to be completed using existing staff resources.

The General Plan Update proposes to use outside staff resources, which have been budgeted in the current fiscal year budget. Additional outside services for the General Plan Update are intended to be budgeted in subsequent budget years.

The Zoning Code Update project identifies the use of outside consulting services; however, this project is listed as "On-Hold" pending determination of need.

SUGGESTED MOTION:

I MOVE to approve the FY 13/14 and 14/15 Planning Work Plan.

OR

I MOVE to direct staff to revise / modify the draft for further Town Council consideration, specifically

_____.

Attachments

Attachment 1 - Planning Work Plan FY13-14 and 14-15

Attachment 2 - Project Summaries

Attachment 3 - Planning and Zoning Commission May 7th Minutes

Attachment 4 - Planning and Zoning Commission June 4th Minutes

DRAFT

PLANNING WORK PLAN FY 13/14 - 14/15

Revision Date 7/1/13

WORK PLAN PROJECT	SOURCE	TIMEFRAME	RESOURCES	DESCRIPTION (See Project Summaries)
1. GENERAL PLAN UPDATE	State Law	2013 - 2016	Staff / Contract Staff	Background Studies Surveys and Communications Limited Element Update Adoption
2. NARANJA TOWN PARK	Commission	Fall 2013	Staff	Examine long range future use and development of property, including park and other land uses
3. MIXED USE GENERAL PLAN DESIGNATION	General Plan	Fall 2013	Staff	Amendment to add Mixed Use land use designation
4. CONDITIONAL USE REQUIREMENTS	Council/Staff	Winter 2013	Staff	Update evaluation criteria. Amend Ordinance to allow conditional uses to be reviewed during rezoning process.
5. TANGERINE ROAD AREA PLAN	Staff	2014	Staff	Planning for Retail, Employment & Other Uses; Needs to be coordinated with GP Update
6. TARGETED INDUSTRY & BUSINESSES	Strategic Plan	2014	Planning and Economic Development Staff	Study viability and location for targeted uses Market Study Barrier Identification Potential Sites
7. ESL AMENDMENT	Council	Fall 2013	Staff	Clarify applicability to ESL to General Plan Amendments. Clean up and useability
8. PUBLIC ART UPDATE	Council	Fall 2013	Staff	Broaden definition of public art, process improvements, establish call to artists.

DRAFT

PLANNING WORK PLAN FY 13/14 - 14/15

Revision Date 7/1/13

WORK PLAN PROJECT	SOURCE	TIMEFRAME	RESOURCES	DESCRIPTION (See Project Summaries)
9. ARTS & CULTURE DISTRICT	Strategic Plan / General Plan	Fall 2014	Staff	Establishment of overlay district to protect and enhance the Town's artistic, historic and cultural assets
10. SIGN PROCESSES	Staff	2014	Staff	Clarify provisions relative to process for master sign program, sign criteria, individual sign permits and sign packages
11. ARROYO GRANDE / TANGERINE 550	10/12 WP	Unknown	Staff	Arroyo Grande Pre-Annexation Development Agreement pending Council direction. Conceptual land planning on 550 acres of State Trust land at southwest corner of Tangerine and Shannon
12. FORM BASED CODE - PART 1	Staff	2015	Staff	Research and Analysis to determine viability Evaluate alternatives and recommend action
13. HOUSEKEEPING ZONING CODE AMENDMENTS	Staff	2013-2015	Staff	- Planned Area Development - Odor Abatement - Parking Code - Administrative Decisions - Senior Care Uses - Accessory Use Standards
14. ADMINISTRATIVE RELIEF	Staff	Summer 2014	Staff	Add provision for minor administratively approved adjustments to Zoning Code standards

DRAFT

PLANNING WORK PLAN FY 13/14 - 14/15

Revision Date 7/1/13

WORK PLAN PROJECT	SOURCE	TIMEFRAME	RESOURCES	DESCRIPTION (See Project Summaries)
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PROJECT INTENDED FOR DELETION

15. ENERGY DESIGN GUIDELINES	10/12 WP		Staff	Sustainability and Energy Design Guidelines and/or Standards; in conjunction w C&S Staff
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PROJECTS ON-HOLD PENDING DETERMINATION OF NEED

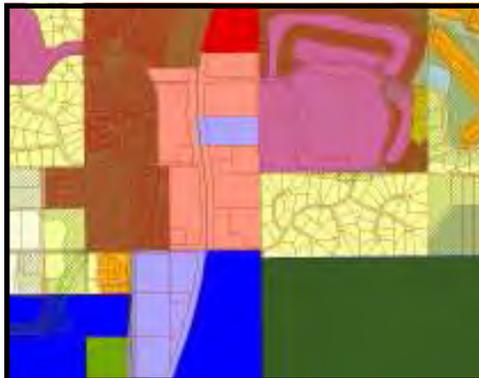
16. GENERAL PLAN ADMIN REQ'S	Staff	2014	Staff	Increase number and timing of neighborhood meetings, amend major/minor amendment criteria and align General Plan and Zoning Code provisions
17. MIXED USE ZONING DISTRICT	General Plan	Spring 2014	Staff	Zoning Code Amendment to add Mixed Use zoning district
18. ZONING CODE UPDATE	10/12 WP		Staff / Consult	Align Zoning Code with General Plan Permitted Use Table Development Standards Commercial Districts Compliance with Fed Regs / Minor Editing

GENERAL PLAN UPDATE

SUMMARY

State planning law requires municipalities to update their General Plan every ten years or less. The Oro Valley General plan was adopted and ratified by the voters in 2005. A new plan must be adopted and ratified by the voters by 2015. This is a three year project which exceeds the time-frame of this work plan.

DIS staff has begun work to define a public participation plan for Council consideration and formal project initiation. Following initiation, the plan formation will progress through steps including establishment of guiding principles and vision, development of elements and extensive public outreach. Ultimately the plan will be considered for adoption and placed on the ballot for voter ratification.



GOAL / PURPOSE

The goal of this project is to establish a new General Plan which will guide future development of the Town for the next ten years. The new Plan will include an updated Land Use Plan, Circulation Plan and Parks Plan. Additionally, the Plan will include updated policies addressing development, circulation, parks and recreation, natural resources and public services. The new General Plan will guide decision making and establish development policy for new development within the Town.

WHY / BENEFITS

The vision and priorities of the Town are dynamic and change over time. The existing 2005 General Plan is nearing its 10 year lifespan and a new plan will provide an updated vision and development policy aligned with current day conditions. Having an updated plan provides alignment between the Plan elements / policy and the goals / vision of the community.

TIMEFRAME & RESOURCES

This project is a total 3.5 year process, exceeding the 2 year work plan timeframe. The target completion date (through voter ratification) is 2015. This project is intended to be completed using DIS staff and consultant resources.



Planning Work Plan FY 2012—14

Revision Date
July 18, 2012

ARTS & CULTURE DISTRICT

SUMMARY

Oro Valley is rich in arts and cultural opportunities including Steam Pump Ranch, musical performances and art experiences. An Arts and Culture District would explore methods and approaches to create a focus on this rich cultural history and market this valuable community asset.

The General Plan recommends promoting and sustaining the arts and culture within Oro Valley through the establishment of a formal arts and culture district. This district would establish a defined geographical area for the focus of arts, cultural and historic venues and programs.

This project will involve inventory of existing venues and amenities proposed streetscape and way-finding enhancements and exploring funding strategies.



GOAL / PURPOSE

The goal of this work plan item is to solidify and celebrate Oro Valley's rich and varied artistic and cultural venues and opportunities. A formal district will enable potential revenue to fund additional arts and cultural events and venues, and a marketing campaign to create awareness about upcoming events and programs. Arts and culture is a valued community asset which draws significant visitors and provides leisure time opportunities for residents.

WHY / BENEFITS

Formation of a district will establish needed focus to successfully market and program future events, contributing to the overall quality of life for Oro Valley residents and visitors. Visitors contribute significantly to the local economy and capitalizing on Oro Valley's strengths in the area of arts and culture through enhanced marketing and focus will have a positive impact on revenues and community valued assets.

TIMEFRAME & RESOURCES

This work plan item will be completed in the Fall of 2013 using staff resources.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

ZONING CODE MAINTENANCE

SUMMARY

As an implementing tool of the General Plan and major regulatory tool, the Zoning Code must be regularly maintained to remain effective. Over the past several years, numerous sections of the Zoning Code have been identified as needing amendment including Home Occupation, senior Care Uses, Planned Area Development, Parking, and Accessory Uses. A full listing of all areas in need of clarification or change is provided as an attachment to this project summary sheet.

Maintenance of the Zoning Code will reduce confusion, misinterpretations and improve the clarity and function of regulations for development clients and residents.



GOAL / PURPOSE

The goal of this work plan item is to implement a program to systematically address areas needing improvement in the Zoning Code to ensure it's effectiveness as a regulatory tool.

WHY / BENEFITS

This work plan item will improve the function and usability of the Zoning Code so that it remains an effective regulatory tool to implement community policy. These amendments will improve zoning administration, eliminate areas of conflict and provide clarity throughout the Zoning Code.

TIMEFRAME & RESOURCES

The attached list represents all areas needing amendment currently identified by staff. Completion of this list exceeds available staff resources within the two year horizon of this work plan. It is intended that work will be incrementally completed by staff, with priority given to other work plan items, customer service and development review obligations.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

ZONING CODE MAINTENANCE DETAILS

Section / Title

General Description of Amendment

- | | |
|-----------------------------|---|
| • Odor Abatement | Update to incorporate best practices and current technologies. |
| • Home Occupations | Clarify that uses permitted in main listing of uses are not subject to home occupation standards |
| • Senior Care Uses | Comprehensively address care facilities in all districts. |
| • Planned Area Development | Clarify development standards subject to modification. Refine PAD criteria and findings. Align public participation requirements. |
| • Accessory Use Standards | Combine, expand and standardize accessory building standards to comprehensively address for all districts. |
| • Projections into Setbacks | Address allowable projections such as covered entry porches, decks and eaves in all districts. |
| • P & Z Commission | Clarify role of PZC in relation to annual General Plan maintenance report, General Plan SIP and Work Plan. |
| • Communication Facilities | Clarify stealth requirements. Amend to reflect new federal law. Require co-location and coordinated planning between carriers. |
| • Parking | Update and expand listing of uses and associated parking ratios and requirements. |
| • Administrative Decisions | Clarify and update provisions relating to administrative decisions in contrast to formal interpretation applications. |
| • Minor Plat Amendments | Amend Subdivision Regulations to formally establish provisions related to minor plat amendments. |



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

CONDITIONAL USE PERMIT CRITERIA

SUMMARY

Conditional use permits are required for uses with significant impacts on adjacent land uses as gas stations, car washes and convenience uses.

The Zoning Code contains criteria for evaluating and deciding CUP applications. The current criteria does not provide for the effective evaluation of conditional uses. The current criteria lack specificity and most CUP's meet the current vague, general criteria. The current criteria does not effectively address compatibility issues with existing uses. This project will provide updated evaluation criteria designed to address impacts associated with conditional uses such as traffic, light and noise and will provide an effective tool to be used in the evaluation and decision making process.



GOAL / PURPOSE

The goal of this project is to ensure that conditional uses such as gas stations are rigorously evaluated due to their associated impacts. The purpose is to establish criteria that effectively addresses compatibility associated with conditional uses and lessen the impact of these uses on adjoining land uses.

WHY / BENEFITS

Conditional uses typically engender a significant amount of public interest due to the real and perceived impacts associated with the use. Having ineffective criteria negatively impacts the evaluation and decision making process and ultimately the community as most applications meet the existing vague and outdated criteria. Updated criteria will provide an effective tool to decide whether a particular location is suitable for the proposed conditional use.

TIMEFRAME & RESOURCES

This project is proposed to be completed by Spring 2013. This project will be completed by Planning staff.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

PUBLIC ART CODE AMENDMENT

SUMMARY

Public Art is an integral element of community life in Oro Valley. The Town's public art program was formally established in 1997 through the adoption of the 1% developer required contribution to public art during the development process. Through the past few years, residents, Board and Town Council members have identified a number of areas which are in need of updating. This amendment will explore expanding the definition of public art to include other mediums, establish a "call to artists" process and other amendments which improve the quality of art design proposals and the review and approval process.



GOAL / PURPOSE

The goal of the amendment is to update the public art provisions to ensure the Ordinance remains an effective tool in to guide design and approval of artworks throughout Oro Valley. An expanded definition of public art would allow other art mediums for use in the art program. Updating the review and approval processes will ensure art proposals are rigorously evaluated.

WHY / BENEFITS

Periodic updates ensure that the function of the art code remains effective. The areas identified for amendment will have the benefit of modifying the art review and approval process which will result in the improvement of art design proposals throughout the community.

TIMEFRAME & RESOURCES

This project will be completed during the Spring, 2013 using staff resources.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

SIGN PROCESSES AMENDMENT

SUMMARY

The Zoning Code establishes a number of review and approval processes for sign proposals, dependent on the scope of the proposed amendment. The Zoning Code does not comprehensively cover all sign approval processes and an amendment is warranted to update the sign process provisions for future sign approvals.

The amendment will evaluate provisions related to Sign Permits, Sign Criteria, PAD Sign Exemptions and Master Sign Programs to determine the scope of needed changes to add to or modify the current Ordinance.



GOAL / PURPOSE

The goal of the amendment is to clarify procedures and ensure prompt reviews and decisions regarding a proposed sign package, program or exception.

WHY / BENEFITS

This amendment will align sign permit and review procedures with the overarching Town goal of streamlining approval processes. Clear and straight forward review processes will reduce administration time and benefit the client is receiving prompt service related to sign approvals.

TIMEFRAME & RESOURCES

This work plan item will be completed in 2014 using staff resources.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

TARGETED INDUSTRY & BUSINESSES

SUMMARY

This project involves identification of desirable commercial and employment uses which have a positive impact of future revenues and employment within the Town of Oro Valley. Such uses include large retailers, high-end auto dealerships, and bio-tech employment uses.

This study will examine the viability and locational issues associated with identified uses, including potential sites available to accommodate the use(s). The study will further explore and identify regulatory barriers to the future attraction of these uses to Oro Valley. The end product will be an in-depth study and analysis, with summary recommendations for Council consideration.



GOAL / PURPOSE

The purpose of this item is to provide an in-depth analysis of desired future revenue and employment uses which will have a positive impact on future revenues and employment opportunities for the Town. The resulting report will provide a strategic vision for future economic development efforts, as well as providing a framework for future planning initiatives to remove regulatory barriers and pursuit of other objectives to accommodate these uses.

WHY / BENEFITS

Future revenue producing uses benefit the Town by off-setting important community services such as parks and police. Desirable bio-tech uses provide future high paying jobs for residents within the Town. Planning for these uses and identification of the economic viability of these uses creates desired diversification of the local economy and provides for a more balanced jobs-housing balance within Oro Valley.

TIMEFRAME / RESOURCES

This project is planned to be completed by Economic Development and Planning staff and is targeted for completion by Spring 2014. Depending on preliminary findings of the study, consultant services may be warranted to complete an in-depth market analysis of the viability of the identified uses.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

TANGERINE ROAD AREA PLAN

SUMMARY

Tangerine Road is the main east-west transportation artery connecting the northeast and north-central portions of the metropolitan area to Interstate 10.

The Arizona Department of Transportation has begun a multi-year planning and construction effort to expand this roadway to four lanes from Oracle Road west to I-10. It is anticipated that the intensity of land uses along this corridor will increase, based on the enhanced function and projected increased volume of traffic along this important roadway.

This project will develop an area plan to reflect changes in land use types and intensities based on the planned roadway expansion.



GOAL / PURPOSE

The purpose of this project is to comprehensively assess the corridor as a whole, versus considering amendment applications on a individual, parcel by parcel basis. The goal of this project is to provide alignment of the planned land use types and intensities with the function and projected volume of this primary transportation corridor within the region.

WHY / BENEFITS

This project will benefit the community as it will comprehensively address land use types and intensities for the entire corridor as a system. Increasing the intensity of planned development in appropriate locations will enhance future revenues to off-set the costs of public services such as roads, parks and public safety. The timing of this project is ideal given the current roadway planning underway and ability to coordinate land use planning with identical efforts underway in Marana.

TIMEFRAME & RESOURCES

This project will be completed within the 2013-2014 timeframe using DIS staff, with assistance from Economic Development.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

FORM BASED CODE—Part 1

SUMMARY

The emphasis of the current conventional Zoning Code is separation of uses. Under Form Based codes, the emphasis is on the built form, not use separation through the regulation of building height, mass and intensity of use.

This project will evaluate the viability of establishing an alternative regulatory development option. This form based alternative would not replace the existing Zoning Code, but rather provide an elective option to be used in specific appropriate areas. Phase 1 of this project is to evaluate and determine the viability of pursuing this option, with a report of summary findings to Council for direction.



GOAL / PURPOSE

The purpose of this project is to evaluate the viability of a Form Based Code for land development regulation. This project is only an evaluation of the viability and possible use of an alternative option to conventional zoning and does not entail actual drafting and implementation of a form based code. Phase 1 will produce findings and summary recommendation for future Council consideration and direction.

WHY / BENEFITS

Form based codes focus on the form and massing of buildings in relation to one another, and the scale of streets. This approach contrasts with conventional zoning's focus on the segregation of land uses and the control of development intensity through sometimes abstract and uncoordinated parameters (e.g., Floor Area Ratio, dwellings per acre, setbacks and parking ratios), without specific focus on the resulting building form. A form based code alternative will provide new options and flexibility in achieving desirable development results.

An alternative development option may provide a more effective option in certain areas, resulting in a more integrated approach to land development.

TIMEFRAME & RESOURCES

This project is proposed to be completed by Summer 2014. This project will be completed by staff in the DIS Department.



Planning Work Plan FY 13-14 & 14-15 Revision Date
May 7, 2013

DRAFT MINUTES
ORO VALLEY PLANNING AND ZONING COMMISSION
REGULAR SESSION
May 7, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

4. DISCUSSION AND RECOMMENDATION ON THE FY 2013-2015 PLANNING WORK PLAN, WHICH ESTABLISHES PRIMARY WORK TASKS FOR THE PLANNING DIVISION OVER THIS TWO YEAR PERIOD

Chad Daines presented the Planning Work Plan

- Division Work Overview
- Why a Work Plan
- Purpose of Work Plan
- Work Plan format
- Project priorities
- Previous Work Plan
- Proposed Work Plan
- Projects on hold
- Summary

Bill Adler Oro Valley Resident - reviewed issues raised in his email. Mr. Adler felt strongly regarding mixed use and suggested that the commission advocate for this issue to be brought back for consideration.

The Commission and David Williams also discussed Form Based Code, and it's use as a tool with custom zoning, implementation tool for mixed use zoning in a jurisdiction.

PLANNING UPDATE (INFORMATIONAL ONLY)

Three Major General Plan Amendments have been filed; the Olson Property, Miller Ranch and Rancho Vistoso 11-J. All applicants are requesting a medium density residential designation.

Mr. Williams reminded the Commissioners of the upcoming Spring Training session on May 16th.

The Public Participation Plan for the General Plan Update has been approved by Council. Staff will be working to ensure younger groups are included throughout the update process. Mr. Williams provided an overview of next steps on the process.

FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION: A motion was made by Vice Chair Cox and seconded by Commissioner Rodman to Approve

MOTION carried, 6-0.

DRAFT

MINUTES
ORO VALLEY PLANNING AND ZONING COMMISSION
STUDY SESSION / REGULAR SESSION
June 4, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

STUDY SESSION CALL TO ORDER AT OR AFTER 6:00 P.M.

Chair Swope called the Study Session to order at 6:00 P.M.

ROLL CALL

PRESENT:

Robert Swope, Chair
Don Cox, Vice Chair
Alan Caine, Commissioner
Bill Rodman, Commissioner
Tom Drzazgowski, Commissioner

EXCUSED:

John Buette, Commissioner
Bill Leedy, Commissioner

ALSO PRESENT:

Joe Hornat, Council Member
Joe Andrews, Oro Valley Chief Civil Deputy Attorney

PLEDGE OF ALLEGIANCE

Chair Swope led in the Pledge of Allegiance

1. DISCUSSION ON THE FY 2013-2015 PLANNING WORK PLAN, WHICH ESTABLISHES PRIMARY WORK TASKS FOR THE PLANNING DIVISION OVER THIS TWO YEAR PERIOD

Chad Daines, Principal Planner presented a summary of what a work plan is, and identified projects to be completed by the Planning Division over a two year period of time. Mr. Daines identified multiple projects and updates for the Commission to review and consider.

ADJOURNMENT OF STUDY SESSION

MOTION: A motion was made by Vice Chair Cox and seconded by Commissioner Caine to Adjourn the Study Session at 6:58 P.M.

MOTION carried, 4-0.

REGULAR SESSION CALL TO ORDER AT OR AFTER 6:30 P.M.

Chair Swope called the Regular Session to order at 7:04 P.M.

ROLL CALL

PRESENT: Robert Swope, Chair
Don Cox, Vice Chair
Alan Caine, Commissioner
Bill Rodman, Commissioner
Tom Drzazgowski, Commissioner

EXCUSED: John Buette, Commissioner
Bill Leedy, Commissioner

ALSO PRESENT: Joe Hornat, Council Member
Joe Andrews, Oro Valley Chief Civil Deputy Attorney

CALL TO AUDIENCE - At this time, any member of the public is allowed to address the Commission on any issue not listed on today's agenda. Pursuant to the Arizona Open Meeting Law, individual Commission 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 Commission 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.

There were no speaker requests.

COUNCIL LIAISON COMMENTS

Council Member Joe Hornat stated he did not have any updates nor comments to present this evening.

1. REVIEW AND/OR APPROVAL OF THE MAY 7, 2013 REGULAR SESSION

MEETING MINUTES

May 7, 2013 Draft Minutes

MOTION: A motion was made by Commissioner Drzazgowski and seconded by Commissioner Caine to Approve the May 7, 2013 Regular Session meeting minutes.

MOTION carried, 5-0.

2. DISCUSSION AND RECOMMENDATION ON THE FY 2013-2015 PLANNING WORK PLAN, WHICH ESTABLISHES PRIMARY WORK TASKS FOR THE PLANNING DIVISION OVER THIS TWO YEAR PERIOD

Bill Adler, Oro Valley Resident, offered his opinion on the general plan update as well as mixed use.

Dave Perry, Oro Valley Resident, president and CEO of the Chamber of Commerce, expressed his feelings regarding the Narajana Town site as well as Tangerine Road and Arroyo Grande,

MOTION: A motion was made by Commissioner Drzazgowski and seconded by Vice Chair Cox reprioritize the following items as High Priority Projects:

- General Plan Update
- Conditional Use Requirements
- Mixed Use
- Tangerine Road Area Plan
- Naranja Town Site Plan

MOTION carried, 5-0.

MOTION: A motion was made by Vice Chair Cox and seconded by Commissioner Drzazgowski reprioritize the following items to Medium Priority Projects:

- ESL Amendment
- Targeted Industry Study
- Arroyo Grande
- Arts & Culture District
- Sign Process
- Public Art Update

MOTION carried, 5-0.

MOTION: A motion was made by Commissioner Drzazgowski and seconded by Vice Chair Cox reprioritize the following items to Low Priority Projects:

- Administrative Relief
- Zoning Code Maintenance
- Form Based Code Viability

MOTION carried, 5-0.

PLANNING UPDATE (INFORMATIONAL ONLY)

David Williams, Planning Manager, provided an update regarding the property on Naranja and La Canada. There has been a permit issued to add fill dirt to the site for site preparations. However, there are no immediate plans for development. The ESL Amendment will be coming to the Commission soon. Staff is currently meeting with Stakeholder groups on the Amendment. The Second Spring Training session for the commission is currently scheduled for 6/20/13. There is a neighborhood meeting coming up on June 25, 2013 regarding the Stone Canyon Retreat, a 27 acre single family development along the golf course.

FUTURE AGENDA ITEMS

ADJOURNMENT

MOTION: A motion was made by Commissioner Rodman and seconded by Commissioner Drzazgowski to Adjourn the Regular session at 7:56 P.M.

MOTION carried, 5-0.



Town Council Regular Session

Item # **2.**

Meeting Date: 07/03/2013
Requested by: David Williams
Submitted By: Matt Michels, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

REQUEST FOR APPROVAL OF CONCEPTUAL SITE PLAN FOR COMMERCIAL & MULTI-FAMILY RESIDENTIAL AREAS AND CONCEPTUAL ARCHITECTURE FOR MULTI-FAMILY RESIDENTIAL AREA IN EL CORREDOR, LOCATED ON THE NORTHEAST CORNER OF ORACLE ROAD AND LINDA VISTA BOULEVARD

RECOMMENDATION:

The Conceptual Design Review Board (CDRB) has recommended approval of the Conceptual Site Plan for the commercial and multi-family areas and Conceptual Architecture for the multi-family area in El Corredor subject to the conditions in Attachment 1.

EXECUTIVE SUMMARY:

This project includes the development of 47,200 square feet of commercial buildings and a 226-unit apartment complex on 19.6 acres at the northeast corner of Oracle Road and Linda Vista Boulevard. The property is currently zoned Planned Area Development (PAD), which permits commercial uses on the west side of the property and multi-family residential on the east side of the property.

On June 11, 2013, the CDRB voted to recommend approval of the Conceptual Site Plan (see Attachment 2) and Conceptual Architecture (see Attachment 3). The staff reports to the CDRB are included as Attachments 4 and 5. The draft CDRB minutes are included as Attachment 6.

BACKGROUND OR DETAILED INFORMATION:

Current Site Conditions

- Zoning is Planned Area Development (PAD)
- Property is vacant
- Project area is 19.6 acres: commercial area is 6.6 acres and multi-family residential area is 13 acres

Proposed Improvements

- 226 apartment units (17 buildings)
- 4,200 square foot clubhouse
- Recreational improvements, including ramadas
- 47,200 square feet of commercial buildings (5 buildings)
- Parking provided per Zoning Code standards
- 18' building height within 100' of Oracle Road; 27.5' for the rest of the property
- Overflow parking for Linda Vista Trailhead provided on southeast corner of property
- Pedestrian connectivity provided with sidewalks along Oracle Rd. and Linda Vista Blvd. and pathways within and between the residential and commercial areas

Approvals to Date

- In 2011, the Town Council approved a Major General Plan Amendment from Neighborhood Commercial-Office (NCO) to High-Density Residential (HDR) for the eastern 13 acres of the site.
- In 2012, the Town Council approved the Planned Area Development (PAD).

Conceptual Site Plan

The intent of the Conceptual Site Plan is to ensure that the project's overall site layout is functional and compatible with the surrounding area. The Site Plan includes two (2) development areas; the multi-family residential portion on the east side which will be developed first, and the commercial portion on the west side which will be constructed at a later date.

At the June 11th CDRB meeting, issues such as site layout, access, circulation, and bufferyards were discussed. Regarding access, it was noted that the northern access drive from Oracle Road is subject to approval by ADOT. The CDRB found the Conceptual Site Plan to be in substantial conformance with the Design Principles and applicable Design Standards, and has recommended approval subject to the conditions in Part I of Attachment 1.

Multi-Family Residential Conceptual Architecture

The proposed apartment buildings incorporate elements of Southwest architecture similar to architecture within the surrounding area. Specific features of the buildings include a combination of sloped and flat roof elements, pop-outs, as well as stucco and stone veneer finishes. The CDRB recommended additional conditions of approval to include an expanded color palette to ensure adequate variety between buildings. Furthermore, the CDRB recommended a condition requiring the use of cultured stone as a wainscot on additional visible facades of the buildings to add variety and enhance the project.

The CDRB found that, with the Conditions of Approval, the Conceptual Architecture is in substantial conformance with the Design Principles and applicable Design Standards, and has recommended approval subject to the conditions in Part II of Attachment 1.

Public Notification and Comment

Notice was provided to the following:

- Residents within 600 feet
- Posting at Town Hall
- All registered HOAs

Two (2) residents spoke at the June 11th CDRB meeting. Concerns included the quality of the architecture and the treatment of graded areas on the commercial area. These concerns have been addressed with the conditions of approval. Other neighborhood concerns, including the overall compatibility of the development and mitigation of impacts such as view and privacy impacts, were addressed in the PAD and are reflected in the Conceptual Site and Landscape Plans.

FISCAL IMPACT:

The proposed improvements to this site would result in the future generation of local sales taxes, building permit revenues and possible State shared revenues.

SUGGESTED MOTION:

CONCEPTUAL SITE PLAN

I MOVE to approve the Conceptual Site Plan for the El Corredor commercial and multi-family residential development subject to the conditions in Attachment 1, finding that the Conceptual Site Plan meets applicable Design Principles and Standards.

OR

I MOVE to deny the Conceptual Site Plan the EI Corredor commercial and multi-family residential development, finding that the Conceptual Site Plan does not meet applicable Design Principles and Standards, specifically _____.

CONCEPTUAL ARCHITECTURE:

I MOVE to approve the Conceptual Architecture for the EI Corredor multi-family residential development, subject to the conditions in Attachment 1, finding that the Conceptual Architecture meets applicable Design Principles and Standards.

OR

I MOVE to deny the EI Corredor multi-family residential development, finding that the Conceptual Architecture does not meet applicable Design Principles and Standards, specifically _____.

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - Conceptual Site Plan

Attachment 3 - Conceptual Architecture

Attachment 4 - Conceptual Site Plan CDRB Report

Attachment 5 - Conceptual Architecture CDRB Report

Attachment 6 - DRAFT 6/11/13 CDRB Minutes

Attachment 1
Conditions of Approval
EI Corredor Conceptual Site Plan & Conceptual Architecture
OV1213-14
July 3, 2013, Town Council

Part I: Conceptual Site Plan

Planning:

1. Provide at least three (3) shaded seating areas, in locations acceptable to the Planning and Zoning Administrator, along pathways within the apartment development.
2. Provide at least one (1) canopy tree as well as shrubs and understory in the roundabout located at the east end of the main entry drive.

Engineering:

3. The developer shall coordinate with ADOT regarding the proposed north driveway along Oracle Road. Separate ADOT approval is required for the proposed location.

Part II: Conceptual Architecture

1. All refuse enclosures located in proximity to Oracle Road must be screened with vegetation to shield them from view from the roadway.
2. Provide awnings or other shade devices approved by the Planning and Zoning Administrator on all west facades.
3. Provide additional architectural elements to the front and rear facades of the garage buildings to break up the building mass, vary the roof plane and add appropriate materials, colors and treatments to match the level of architectural detailing found on the apartment and clubhouse buildings.
4. Provide decorative wrought iron features above all stairwell entries.
5. Extend the stone veneer to the top of the columns at the stairwell entries.
6. A plan depicting the view of the rooftop mechanical equipment from the adjacent neighborhood, with appropriate screening to conceal the equipment must be submitted for review and approval by the Planning and Zoning Administrator.
7. Stone veneer wainscot shall be provided on all building elevations visible from the periphery of the project.
8. An additional color scheme shall be added and colors shall be reviewed to ensure adequate variety.

GENERAL NOTES

- THE GROSS AREA OF THE DEVELOPMENT SITE IS 19.57 ACRES.
- THE GROSS FLOOR AREA FOR RESIDENTIAL IS 301,060 SF (INCLUDING CLUBHOUSE AND GARAGES). THE GROSS FLOOR AREA FOR COMMERCIAL IS 47,200 SF.
- THE FLOOR AREA RATIO (FAR) FOR THE COMMERCIAL PORTION IS .30 MAXIMUM. THE ACTUAL FAR PER THE APPROVED PAD IS 0.16.
- LOT COVERAGE PERCENTAGE FOR THE COMMERCIAL PORTION IS 69%.
- THE MAXIMUM RESIDENTIAL SIDE DENSITY IS 17 UNITS PER ACRE.
- THE GROSS AREA OF ALL IMPERVIOUS SURFACES IS 496,990 SF.
- TOTAL MILES OF NEW PUBLIC STREETS IS 0 MILES.
- TOTAL MILES OF NEW PRIVATE STREETS IS 0 MILES.
- THE EL CORREDOR PLANNED AREA DEVELOPMENT CONDITIONS (OV912-001 + (O)12-07) ARE APPLICABLE TO THIS PROJECT.
- NO ZONING VARIANCES OR MODIFICATIONS ARE APPLICABLE TO THIS PROJECT.
- ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING AND REVEGETATION BONDS MUST BE POSTED PRIOR TO ISSUANCE OF GRADING PERMITS.
- THE MAXIMUM ALLOWABLE BUILDING HEIGHT FOR THE COMMERCIAL PORTION IS 28' (18' ON 1-STORY WITHIN 100' OF ORACLE ROAD) AND FOR THE RESIDENTIAL PORTION IS 27.5'.

PROPOSED BUILDING HEIGHTS:
COMMERCIAL: UNKNOWN AT THIS TIME BUT TO BE IN CONFORMANCE WITH STATED MAXIMUMS.
RESIDENTIAL:
BUILDINGS 1 - 17 = 27.0'
CLUBHOUSE = 19'
GARAGES = 11.67'
- THE DEVELOPMENT IS SUBJECT TO THE ORACLE ROAD SCENIC CORRIDOR OVERLAY DISTRICT (ORSCOD) AND IS SUBJECT TO THE OVERLAY ZONE CRITERIA AS STATED IN THE APPROVED PAD DOCUMENTS AND ORDINANCE.
- TOTAL AREA OF OPEN SPACE REQUIRED = 20% OF THE GROSS AREA OF THE PAD DISTRICT. TOTAL AREA OF OPEN SPACE PROVIDED = 37.6%.
- LANDSCAPED BUFFER-YARDS REQUIRED PER PAD DOCUMENT:
NORTH = 0'
EAST = 30'
SOUTH = 20'
WEST = 40'
- REQUIRED BUILDING SETBACKS:
WEST - 20 FEET REQUIRED, 38 FEET PROVIDED
NORTH - 20 FEET REQUIRED, 23 FEET PROVIDED
EAST - 100 FEET REQUIRED, 100 FEET PROVIDED
SOUTH - 20 FEET REQUIRED, 20 FEET PROVIDED
- EXISTING ZONING IS PAD (PLANNED AREA DEVELOPMENT).
- ALL PUBLIC ART REQUIREMENTS MUST BE MET PRIOR TO FINAL CERTIFICATE OF OCCUPANCY ISSUANCE, PER ORO VALLEY ZONING CODE REVISED SECTION 27.3.
- ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF A SEPARATE REVIEW AND APPROVAL PROCESS.
- THE DESIGN VEHICLE IS SU-30.
- ALL NEW PUBLIC ROADS WITHIN AND ADJACENT TO THIS PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS. SEPARATE PUBLIC IMPROVEMENT AND CONSTRUCTION PLANS WILL BE SUBMITTED TO THE TOWN ENGINEER'S OFFICE FOR REVIEW AND APPROVAL.
- ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
- THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
- 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.
- A LINE EXTENTION AGREEMENT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE BEFORE THIS PROJECT BEGINS.
- ALL METERS SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THE CUSTOMER SIDE OF THE METER.
- ALL FIRE SERVICES SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THEM.
- SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE OF BUILDING PERMITS.

GENERAL NOTES (cont'd)

- 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.
- APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
- APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED THROUGHOUT EACH BUILDING.
- 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.
- 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.
- THE FOLLOWING CODES AND STANDARDS SHALL BE APPLICABLE TO THIS DEVELOPMENT:
A. 2006 INTERNATIONAL CODES WITH LOCAL AMMENDMENTS.
B. 2005 NATIONAL ELECTRICAL CODE.
C. 2010 AMERICAN DISABILITIES ACT ACCESSIBILITY GUIDELINES.
D. 2006 GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS.
E. 2008 TOWN OF ORO VALLEY POOL CODE.
F. 2003 PC/COT STANDARD SPECIFICATIONS & DETAILS FOR PUBLIC IMPROVEMENTS.
G. 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL.
H. 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL.
I. TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED.
J. ORO VALLEY TOWN CODE, CURRENT REVISED.
K. 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

PAD REZONING CONDITIONS PER (O)12-07

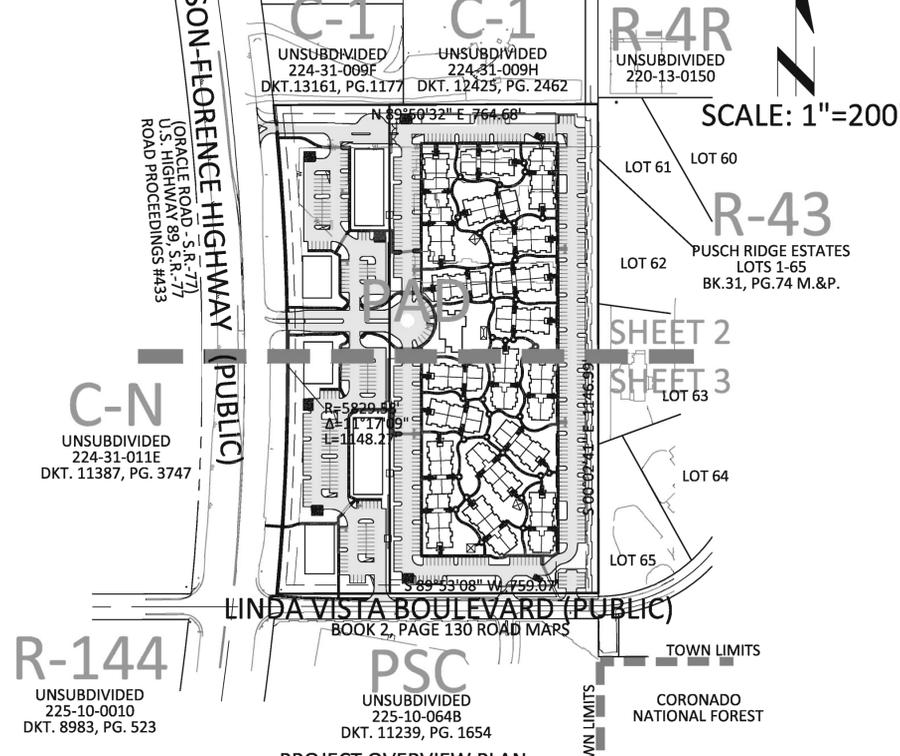
PLANNING CONDITIONS

- ADDRESS ALL REDLINE COMMENTS, WHICH INCLUDE LANGUAGE "CLEAN UP" AND EDITS RATHER THAN SUBSTANTIVE EDITS.
- ALL PERMITTED AND CONDITIONAL USES IN THE C-A (DEVELOPMENT AREA A) AND R-6 (DEVELOPMENT AREA B) ZONING DISTRICTS, AS SHOWN IN TABLE 23-1, TABLE OF PERMITTED USES, IN CHAPTER 23 OF THE ZONING CODE SHALL BE ENABLED, WITH THE FOLLOWING MODIFICATIONS:
A. DEVELOPMENT AREA A (C-1)
THE FOLLOWING USES SHALL BE ADDED AS PERMITTED ("P") OR CONDITIONAL ("C"), AS INDICATED:
• FULL SERVICE RESTAURANT WITH ALCOHOL (P)
• ONE (1) CONVENIENCE USE WITH DRIVE-THROUGH (P); ONE (1) ADDITIONAL CONVENIENCE USE SUBJECT TO A CUP;
• NO MORE THAT TWO (2) CONVENIENCE USES TOTAL.
B. DEVELOPMENT AREA B (R-6)
THE FOLLOWING USES SHALL BE ADDED AS PERMITTED ("P") OR CONDITIONAL ("C"), AS INDICATED:
• SHORT TERM RENTAL PROPERTIES (P);
• MODEL HOMES (P);
• TEMPORARY REAL ESTATE OFFICES (P);
• RESTAURANT, CAFE OR DELICATESSEN AS AN ACCESSORY USE TO THE MULTI-FAMILY RESIDENTIAL, WITH OR WITHOUT ALCOHOL (C).
- THE DESIGN OF THE OVERFLOW TRAIL PARKING SHALL BE REVIEWED AND APPROVED BY THE PARKS, RECREATION, LIBRARY AND CULTURAL RESOURCES DEPARTMENT.
- BUILDINGS WITHIN 100' OF ORACLE ROAD SHALL BE LIMITED TO 18' OR 1 STORY.

ENGINEERING TRAFFIC IMPACT ANALYSIS (TIA) CONDITIONS

- AN UPDATED TRAFFIC IMPACT ANALYSIS WILL BE REQUIRED WITH ANY FUTURE SITE PLAN SUBMITTAL.
- PROVIDE ADDITIONAL INFORMATION RELATED TO RECOMMEND IMPROVEMENTS THAT WILL BE REQUIRED ALONG LINDA VISTA BOULEVARD AND ORACLE ROAD. THIS SHALL INCLUDE PRELIMINARY GEOMETRIC RECOMMENDATIONS DUE TO TURN LANE WARRANT AND QUEUING ANALYSES TO BE COMPLETED AS A PART OF THE TIA.
- VERIFY WHETHER LEFT-TURN STORAGE IS REQUIRED AT THAT ORACLE ROAD/LINDA VISTA BOULEVARD/DRIVEWAY 3 INTERSECTIONS, AND IF SO, WHETHER THERE IS ADEQUATE SPACING FOR BACK-TO-BACK LEFT TURNS AND ASSOCIATED TAPERS.
- PROVIDE ADDITIONAL INFORMATION TO ADDRESS THE SOUTH LEG OF THE PUSCH RIDGE CHRISTIAN ACADEMY DRIVEWAY. INDICATE WHAT IMPROVEMENTS MAY BE NECESSARY TO MITIGATE ANY SAFETY CONCERNS (E.G. CROSSWALK, SIGNAGE, ETC.). ALSO, VERIFY THAT THE VOLUMES CREATED BY THE SCHOOL HAVE BEEN INCORPORATED WITHIN THE FUNCTIONAL VOLUMES OF THE ORACLE ROAD/LINDA VISTA BOULEVARD INTERSECTION IMPROVEMENTS.
- PROVIDE A LEVEL OF SERVICE ANALYSIS FOR EACH TRAFFIC MOVEMENT AT THE LINDA VISTA BOULEVARD/ORACLE ROAD INTERSECTION; IT WAS ONLY PROVIDED FOR THE OVERALL INTERSECTION.

CONCEPTUAL SITE PLAN for EL CORREDOR OV113-014



PARKING CALCULATIONS

RESIDENTIAL REQUIREMENTS:			
GUEST	-	226 UNITS ÷ 4	= 57 SPACES
1 BEDROOM	-	76 UNITS X 1.5	= 114 SPACES
2 BEDROOM	-	124 UNITS X 1.75	= 217 SPACES
3 BEDROOM	-	26 UNITS X 2.0	= 52 SPACES
TOTAL REQUIRED	=		440 SPACES
TOTAL PROVIDED	=		440 SPACES
(INCLUDING 10 ADA ACCESSIBLE SPACES)			
COMMERCIAL REQUIREMENTS:			
GENERAL RETAIL	-	47,200 SF @ 1/250 SF	= 189 SPACES
TOTAL REQUIRED	=		189 SPACES
TOTAL PROVIDED	=		189 SPACES
(INCLUDING 5 ADA ACCESSIBLE SPACES)			
BIKE PARKING:			
RESIDENTIAL REQUIRED	=	1/20 PARKING SPACES (ALL CLASS II)	
		440/20 = 22 SPACES	
TOTAL PROVIDED	=		22 SPACES
COMMERCIAL REQUIRED	=	1/20 PARKING SPACES (90% CLASS II AND 10% CLASS I)	
		189/20 = 10 SPACES	
TOTAL PROVIDED	=		10 CLASS II, 1 CLASS I

LEGEND

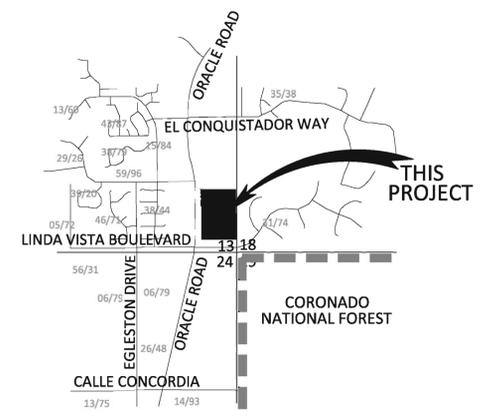
EXISTING CONTOUR		EXISTING FIBER OPTIC MARKER	
EXISTING EASEMENT		EXISTING TELEPHONE PEDESTAL	
RIGHT-OF-WAY		EXISTING COMMUNICATION PEDESTAL	
PARCEL BOUNDARY LINE		EXISTING OVERHEAD ELECTRIC	
OTHER PARCEL LINE		EXISTING POWER POLE	
ROADWAY CENTERLINE		EXISTING UNDERGROUND ELECTRIC	
PROPOSED CONCRETE		EXISTING ELECTRIC BOX	
PROPOSED CURB		EXISTING TRANSFORMER	
PAINT STRIPE		EXISTING WATER	
EXISTING PAVEMENT EDGE		EXISTING WATER METER	
EXISTING CONCRETE		EXISTING WATER VALVE	
EXISTING CURB		EXISTING SEWER	
EXISTING CHAINLINK FENCE		EXISTING SEWER MANHOLE	
EXISTING WROUGHT IRON FENCE		FOUND/SET SURVEY MONUMENTATION	
EXISTING LIGHT			
EXISTING GAS			
EXISTING GAS MARKER			
EXISTING GAS VALVE			

SHEET INDEX

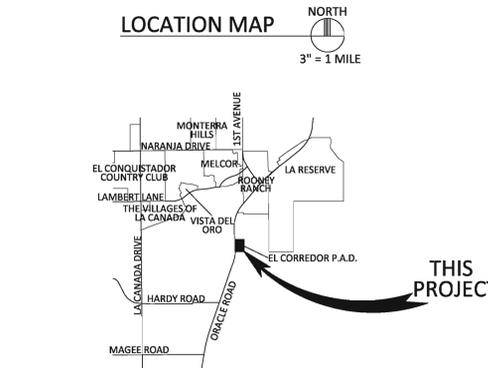
- COVER SHEET
- SITE PLAN (NORTH)
- SITE PLAN (SOUTH)

OV113-014

REF: (O)12-07
OV912-001



A PORTION OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 13, T. 12 S., R. 13 E., G.&S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.



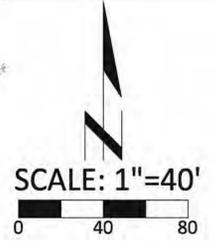
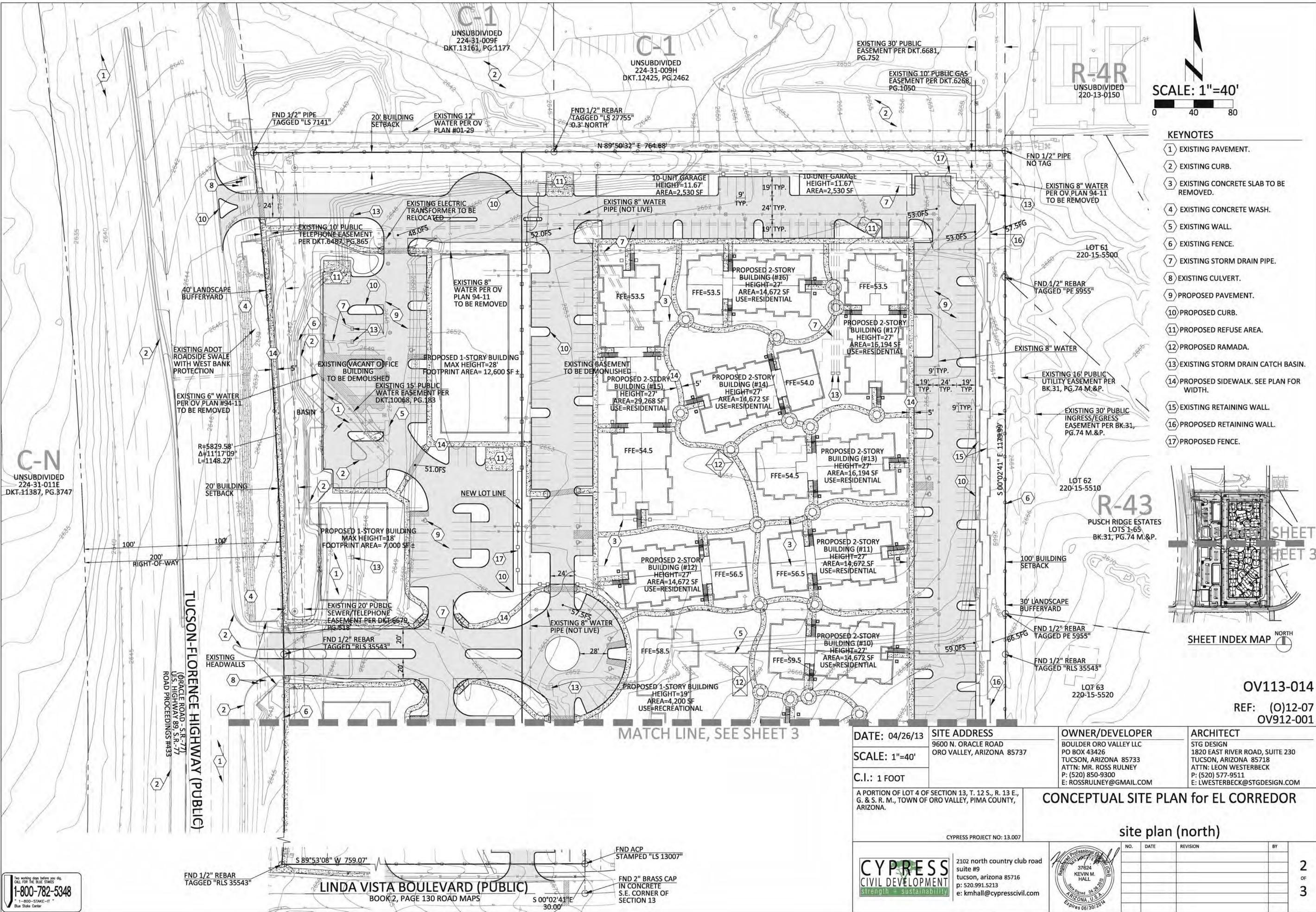
DATE: 04/26/13	SITE ADDRESS 9600 N. ORACLE ROAD ORO VALLEY, ARIZONA 85737	OWNER/DEVELOPER BOULDER ORO VALLEY LLC PO BOX 43426 TUCSON, ARIZONA 85733 ATTN: MR. ROSS RULNEY P: (520) 850-9300 E: ROSSRULNEY@GMAIL.COM	ARCHITECT STG DESIGN 1820 EAST RIVER ROAD, SUITE 230 TUCSON, ARIZONA 85718 ATTN: LEON WESTERBECK P: (520) 577-9511 E: LWESTERBECK@STGDESIGN.COM
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CONCEPTUAL SITE PLAN for EL CORREDOR

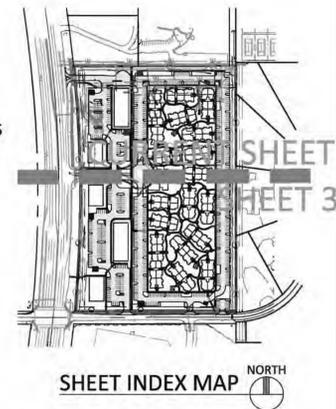
cover sheet

 2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com	CYPRESS PROJECT NO: 13.007	NO. DATE REVISION BY	1 OF 3
	37624 KEVIN M. HALL One signed 04/26/13 ARIZONA, U.S.A. Expires 08/30/2014	NO. DATE REVISION BY	





- KEYNOTES**
- 1 EXISTING PAVEMENT.
 - 2 EXISTING CURB.
 - 3 EXISTING CONCRETE SLAB TO BE REMOVED.
 - 4 EXISTING CONCRETE WASH.
 - 5 EXISTING WALL.
 - 6 EXISTING FENCE.
 - 7 EXISTING STORM DRAIN PIPE.
 - 8 EXISTING CULVERT.
 - 9 PROPOSED PAVEMENT.
 - 10 PROPOSED CURB.
 - 11 PROPOSED REFUSE AREA.
 - 12 PROPOSED RAMADA.
 - 13 EXISTING STORM DRAIN CATCH BASIN.
 - 14 PROPOSED SIDEWALK. SEE PLAN FOR WIDTH.
 - 15 EXISTING RETAINING WALL.
 - 16 PROPOSED RETAINING WALL.
 - 17 PROPOSED FENCE.



OV113-014
 REF: (O)12-07
 OV912-001

DATE: 04/26/13	SITE ADDRESS 9600 N. ORACLE ROAD ORO VALLEY, ARIZONA 85737	OWNER/DEVELOPER BOULDER ORO VALLEY LLC PO BOX 43426 TUCSON, ARIZONA 85733 ATTN: MR. ROSS RULNEY P: (520) 850-9300 E: ROSSRULNEY@GMAIL.COM	ARCHITECT STG DESIGN 1820 EAST RIVER ROAD, SUITE 230 TUCSON, ARIZONA 85718 ATTN: LEON WESTERBECK P: (520) 577-9511 E: LEONWESTERBECK@STGDESIGN.COM
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A PORTION OF LOT 4 OF SECTION 13, T. 12 S., R. 13 E., G. & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.

CONCEPTUAL SITE PLAN for EL CORREDOR

CYPRESS PROJECT NO: 13.007		site plan (north)			
CYPRESS CIVIL DEVELOPMENT strength + sustainability	2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com	NO.	DATE	REVISION	BY
		2			
		3			

The working days before you die,
 CALL FOR THE BLUE STAKES
1-800-782-5348
 * 1-800-STAKE-IT *
 Blue Stake Center



April 26, 2013

RE: El Corredor Apartment Complex – Design Narrative



Architectural Design Principles for El Corredor apartments are in accordance with section 22.9 D.5 of the Oro Valley zoning code and the Design standards described in Addendum "A."

The building layout of the El Corredor apartments maximizes privacy of the residents without sacrificing views. It is convenient, accessible and promotes efficient access to adjacent roads and neighborhood amenities. Walkways will be lighted and connect residents to common areas and other residents.

AUSTIN
HOUSTON
NASHVILLE
TUCSON

The southwestern design of El Corredor and color selection are well suited to the Sonoran desert and the surrounding environment. The massing and building orientation provide an attractive view from passing streets and create spaces within the complex that are safe and inviting. All windows are accented with pop out lintels and sills and natural stone accents at major entry ways. The apartment buildings create a campus of buildings that one can approach from any direction and therefore equal consideration has been given to all sides of the buildings. Mechanical units will be located behind a parapet on the roof and will not be visible at ground level. The roof will be a concrete tile hip roof that is broken up by parapets and gables. Materials have been selected that are durable and suitable to the surrounding area. Each building will consist of three complementary stucco colors that accent the natural building geometry and are consistent with the natural environment. Natural stone and a stucco wainscoting will also be used to accent building entrances and provide a continuity between the buildings. Architectural metal railing and iron accents at gable ends will help contribute to the overall southwest design.

1820 E River Road
Suite 230
Tucson Arizona 85718

www.stgdesign.com





EL CORREDOR BUILDING A



EL CORREDOR BUILDING A, B, C



EL CORREDOR BUILDING B



EL CORREDOR BUILDING C

Scale: 1/8" = 1'-0"

April 26, 2013



EL CORREDOR CLUBHOUSE



EL CORREDOR CLUBHOUSE



EL CORREDOR GARAGE

CONCEPTUAL COLOR SCHEME

SCHEME
A



SCHEME
B



SCHEME
C



CONCEPTUAL MATERIAL PALETTE

EXAMPLES OF EXTERIOR FINISHES:

STONE VENEER
CARMEL MOUNTAIN

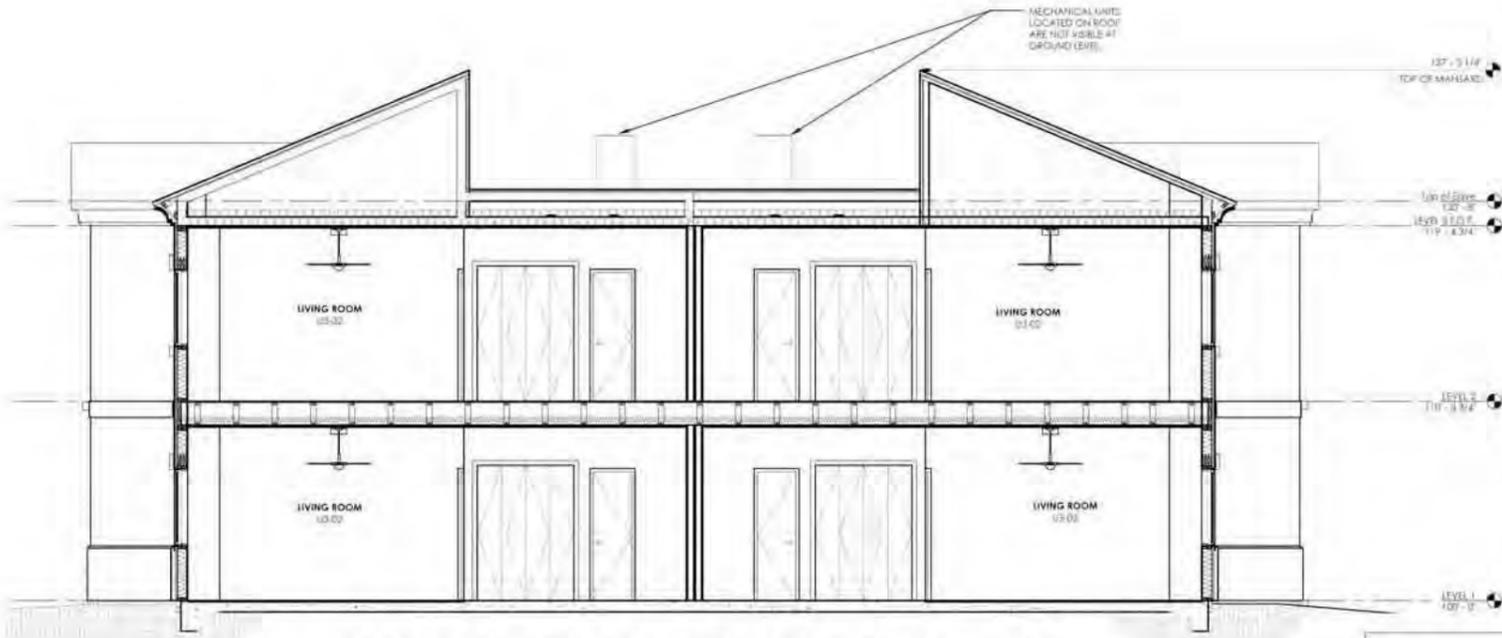
CONCRETE TILE ROOF
EXTERIOR LIGHTING



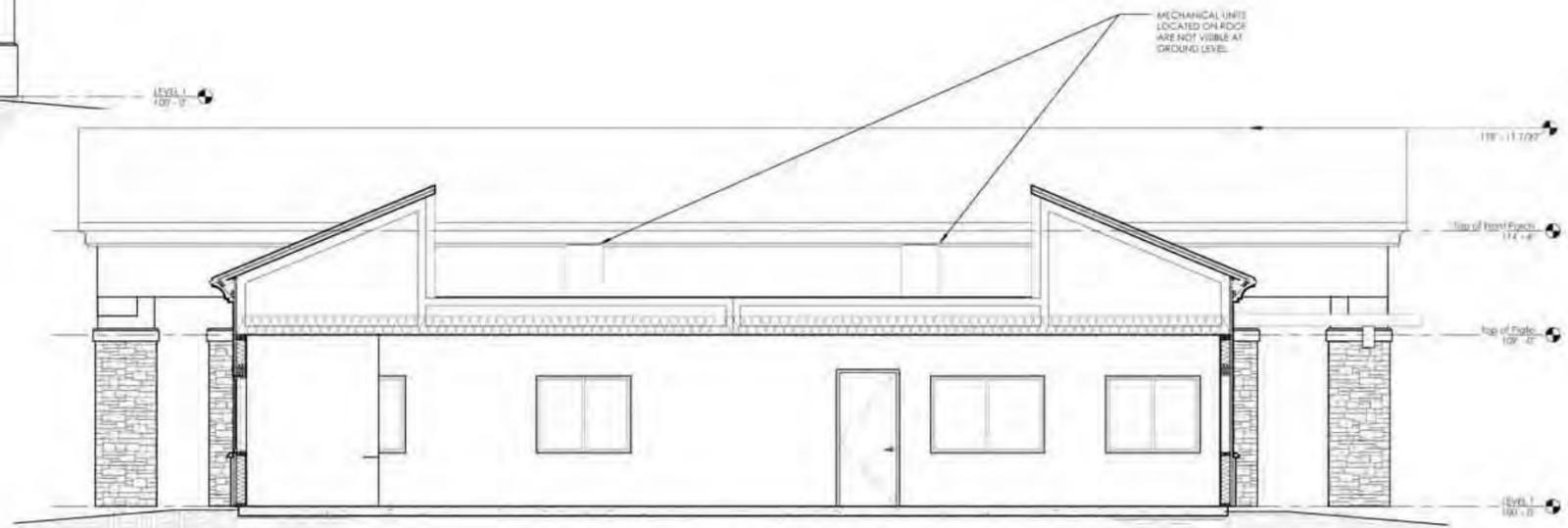
CONCRETE TILE ROOF

SMOOTH STUCCO FINISH

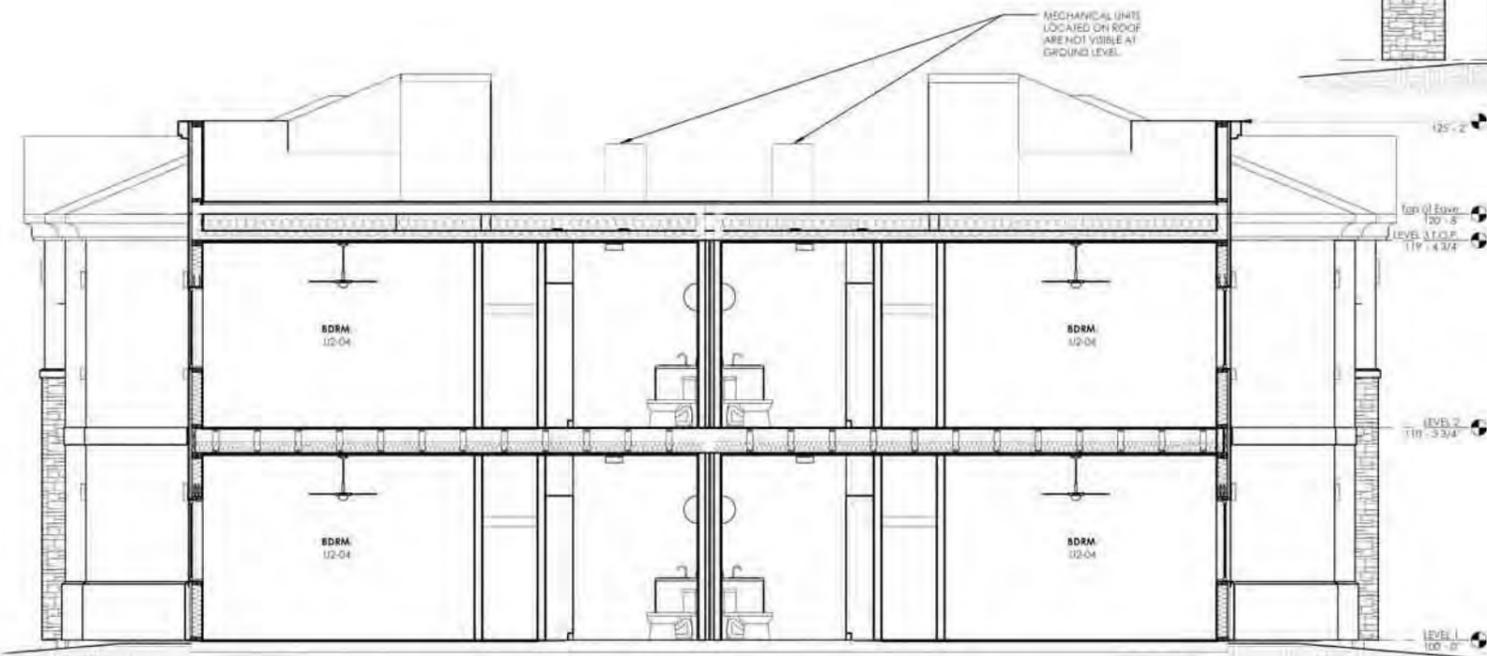




EL CORREDOR TYPICAL BUILDING SECTION AT HIP ROOF



EL CORREDOR SECTION AT CLUBHOUSE

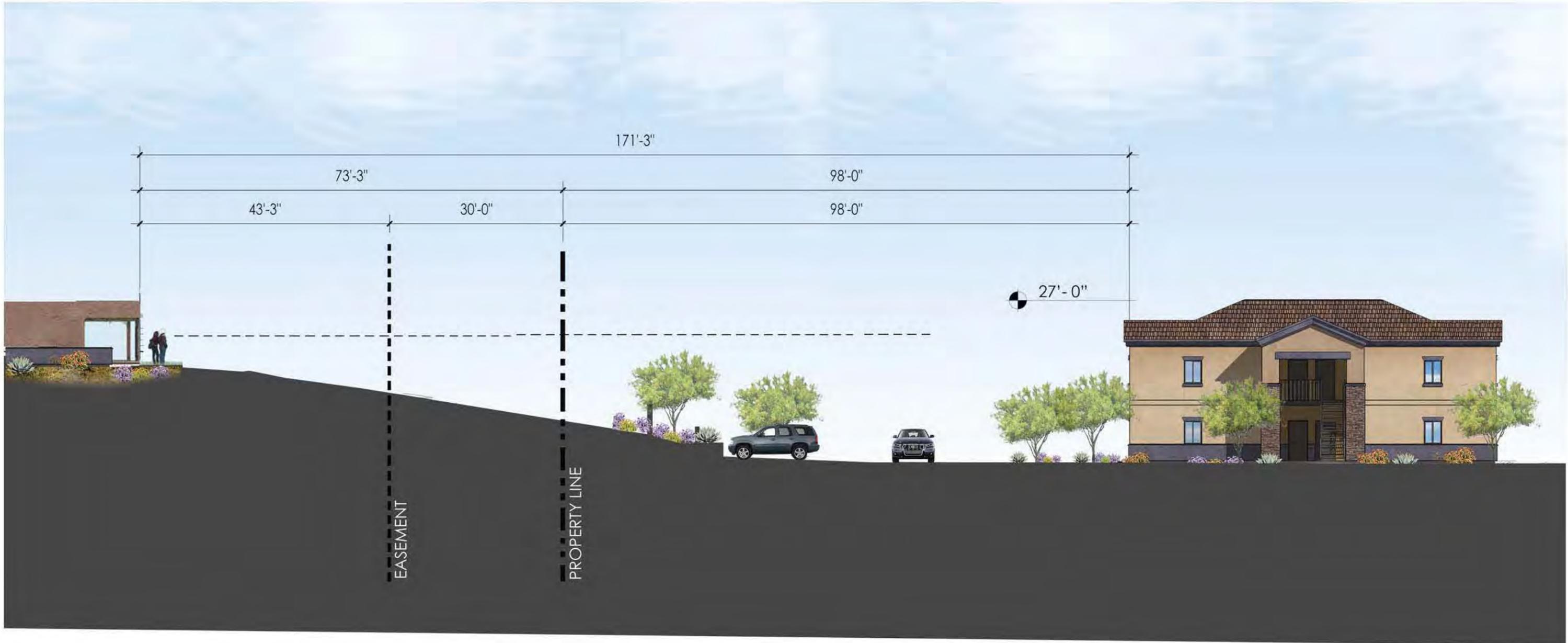


EL CORREDOR TYPICAL BUILDING SECTION AT PARAPET

3/16" = 1'-0"

April 26, 2013

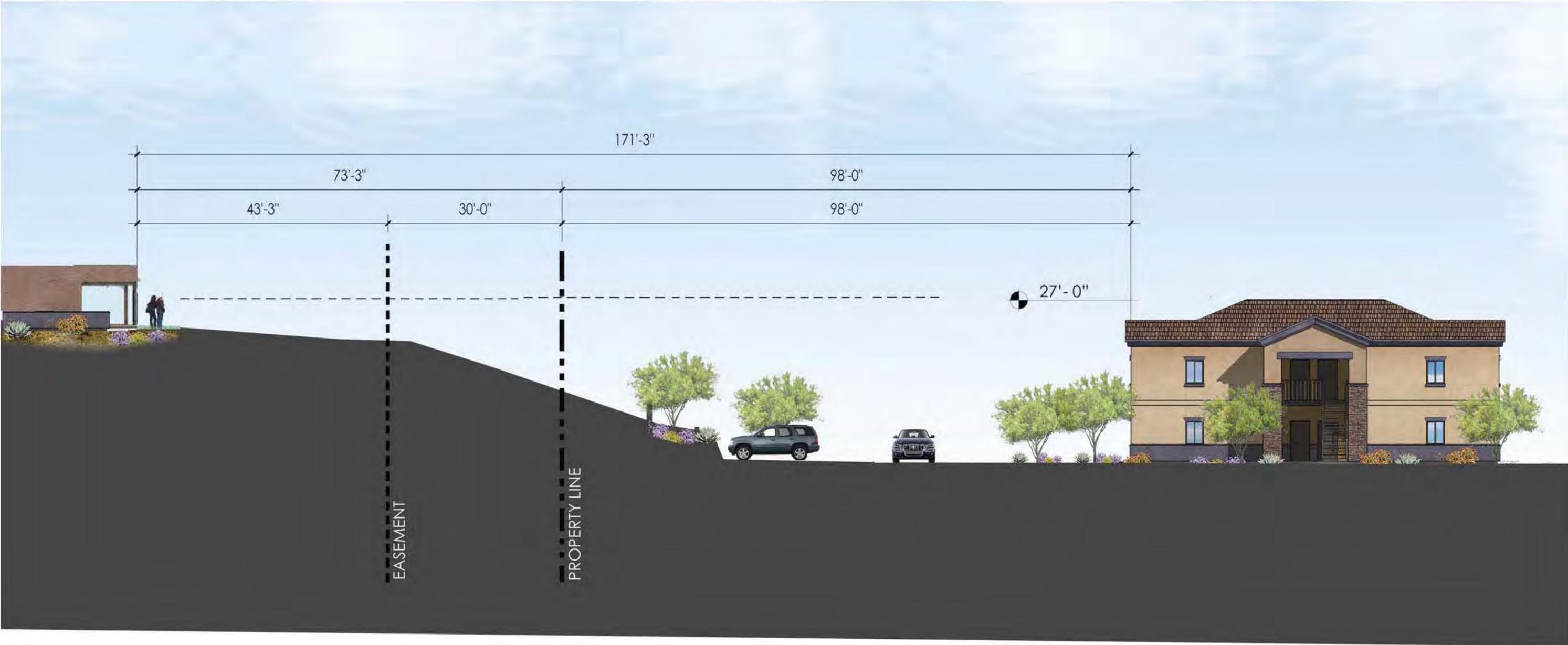
EL CORREDOR SITE SECTION - WEST



Not to Scale

April 26, 2013

EL CORREDOR SITE SECTION - EAST



Not to Scale

April 26, 2013





EL CORREDOR - OVERALL
BUILDING COMPOSITION

Not to Scale

April 26, 2013

EL CORREDOR - CLUBHOUSE



Not to Scale

April 26, 2013

EL CORREDOR - BUILDING DESIGN



Not to Scale

April 26, 2013

EL CORREDOR - SITE PHOTOS



Photo 1: View looking east along the northern boundary.



Photo 2: View looking south along the east boundary of the site



Photo 3: View looking south from the northern boundary of the site. Note all prior development has been removed.



Photo 4: View looking across the site towards Oracle Road, from the east boundary.



Photo 5: View looking south along Oracle Road along the west boundary of the site.



Photo 6: View looking north along Oracle Road along the west boundary of the site.

EL CORREDOR - SITE PHOTOS



Photo 7: View looking east from the corner of Linda Vista Boulevard and Oracle Road.



Photo 8: View looking north from the south boundary of the site.



Conceptual Site Plan Conceptual Design Review Board Staff Report

CASE NUMBER: OV1213-14 El Corredor Commercial and Multi-Family Development

MEETING DATE: June 11, 2013

AGENDA ITEM: 2A

STAFF CONTACT: Matt Michels, AICP, Senior Planner
mmichels@orovalleyaz.gov (520) 229-4822

Applicant: Kevin Hall, Cypress Civil Development (520) 991-5213

Request: **Conceptual Site Plan for a Commercial & Multi-Family Residential Development**

Location: Northeast corner of Oracle Road and Linda Vista Blvd.

Recommendation: Approve requested Conceptual Site Plan with conditions

SUMMARY: This project includes the development of a 226-unit apartment complex and 47,200 square feet of commercial buildings on 19.6 acres at the northeast corner of Oracle Road and Linda Vista Boulevard. The property is currently zoned Planned Area Development (PAD), which permits commercial uses on the west side of the property and multi-family residential on the east side of the property.

This review entails the Conceptual Site Plan. The CDRB review is focused on the fundamental elements of the design, including: site layout; connectivity; and the landscape concept. The information must be sufficient to demonstrate that the design concept is achievable and to ensure community fit.

Many design issues were raised by staff and the neighbors during the General Plan Amendment and rezoning processes, including site layout, bufferyards, and building height. All of these issues, as appropriate, have been addressed in the Conceptual Site Plan. The Conceptual Site Plan has been evaluated for conformance 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 (Attachment 1) and suggested motions for the Conceptual Site Plan. The Conceptual Design Principles are utilized as primary guidance for staff and CDRB evaluation of the application. The Addendum "A" Design Standards are used as secondary guidance, as appropriate. The Location Map (Attachment 2) provides context of the site in relation to the surrounding area.

BACKGROUND:

[Land Use Context](#)

1. The Existing Land Use and Zoning for the property and the surrounding area is summarized below.

	EXISTING LAND USE	ZONING
SUBJECT PROPERTY	Vacant	Planned Area Development (PAD)
NORTH	Wedding Chapel	C-1
SOUTH	School	PSC
EAST	Single-Family Residential	R1-43
WEST	Fire Station/vacant	C-N

Project Data Table

2. The specific project data associated with the request is summarized below:

	Allowed / Required	Proposed
Setbacks	Front: 20 adjacent to Oracle Rd. ROW', Side: 20', Rear: 100' to east property line	Front: 38', Side: 23' (north), 20' (south), Rear: 100'
Building Height	28' (18' or 1-story within 100 feet of Oracle Rd.)	Apartment Bldgs.: 27' Commercial Bldgs: 28' max.
Floor Area Ratio	.30	.16
Landscaped Bufferyards	North: 0', East: 30', West: 40', South: 20'	North: 0', East: 30', West: 40', South: 20'
Open Space	20%	20%

Approvals To Date

3. The following approvals are associated with this project:
- In 2012, the Town Council approved the Planned Area Development (PAD).
 - In 2011, the Town Council approved a Major General Plan Amendment from Neighborhood Commercial-Office (NCO) to High-Density Residential (HDR) for the eastern 13 acres of the site.

Proposed Conceptual Site Plan

4. The Conceptual Site depicts 7 acres of commercial development on the west side fronting Oracle Road and a 13-acre apartment complex on the east side of the property.

The commercial area contains 47,200 square feet of floor area in five (5) buildings. The proposed 226-unit apartment complex includes 76 one bedroom units, 124 two bedroom units, and 26 three bedroom units. Pedestrian connections are provided between the commercial area and apartment complex to allow for convenient access to

commercial services for apartment residents. Recreational areas and amenities are provided in the apartment complex for the use of residents.

Site improvements include site utilities, grading, paving, and landscaping. A 30 foot landscape bufferyard will be provided along Oracle Road and a 40 foot landscape bufferyard with an 8-foot wall will be provided along the eastern edge of the property. The eastern bufferyard will help to minimize the impacts of the development for the neighbors to the east of the property.

Parking will be provided in accordance with the Oro Valley Zoning Code. Additionally, paved sidewalks, bicycle parking, and shaded seating will be provided.

DISCUSSION / ANALYSIS:

Design Principle Analysis

The Conceptual Site Plan is in conformance with all applicable Design Principles. The following are key Design Principles (*in italics*), followed by staff evaluation of how the site design conforms to the design principle:

5. *Building orientation: The location, orientation and size of structures shall promote a complementary relationship of structures to one another (Section 22.9.D.5.a).*

The Conceptual Site Plan is in substantial conformance with the tentative site plan approved with the rezoning. The apartments will be placed on the east side of the property and provide a transitional use between the commercial along Oracle and the single-family residential to the east. The site slopes from east to west and the finished grade of the apartments will be significantly lower than the residences to the east, which serves to preserve views and privacy for existing residents.

6. *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 (Section 22.9.D.5.a).*

Development of this project will increase runoff due to the addition of non-permeable surfaces associated with new structures and paving. To offset this increase, detention basins have been included in the design. A 40 foot bufferyard at the western edge of the property will include drainage detention basins to capture runoff. Additionally, rainwater harvesting basins have been included throughout the landscape plan which will further capture storm runoff and supplement the irrigation of landscaping on the site.

A full drainage report will be required as part of the Final Design submittal. All post-development flow shall be mitigated and released in the same manner and quantity as the existing conditions. The Site Cross-Sections for the development are provided as Attachment 5.

7. *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. (Section 22.9.D.5.a).

The internal pedestrian walkways for this project will provide safe pathways and connections for residents and customers to parking areas and to adjacent roads. Paved sidewalks will be provided along Oracle Road and Linda Vista Boulevard. Additionally, shaded seating along pathways within the apartment complex is a recommended condition of approval.

Design Standards Analysis

The Conceptual Site Plan is in substantial conformance with all applicable Zoning Code Addendum "A" Design Standards. Following are notable Design Standards (*in italics*), followed by staff evaluation of how the site design addresses the standards:

8. *In addition to the parking requirements contained in the Town's Off-Street Parking Requirements, the following design elements shall be incorporated into the site plan or plat where possible:*
 - c. *Large parking fields shall be broken up into smaller areas through the use of building placement, landscaping, pedestrian walkways and grade transitions (Section 2.1.D.1).*

The commercial buildings are staggered which serves to break up the parking fields. The majority of the parking areas are at the rear of the property.

9. *Multi-Family Residential developments shall provide well defined entry features at all major entrances using one or more of the following:*
 - a. *Landscaped median that separates ingress and egress lanes...*
 - c. *Other approved features that define the entrance and provide a visual gateway to the development. (Section 4.1.B.1).*

The main entry from Oracle Road will be used to access the commercial area as well as the apartments. A landscaped median is provided between the ingress and egress lanes and a roundabout is provided in front of the apartment clubhouse. A condition has been added to Attachment 1 to require landscaping within the roundabout.

Rezoning Conditions Analysis

10. Several conditions were attached to this project during the rezoning process. Notable conditions include building height, buffers, and pedestrian improvements (see Attachment 3). The Proposed Conceptual Site Plan is in conformance with these conditions.

Engineering

11. **ENGINEERING SITE LAYOUT ISSUES**

A Type 2 Grading Permit is required to construct the building pads, drainage conveyance and structures, utilities, parking areas, and other structures requiring grading on the project site. The grading shall conform to the requirements of the EI

Corredor PAD, Chapter 27.9 of the Town's Zoning Code, and the Town's Subdivision Street Standards and Drainage Criteria Manual where applicable.

A detailed Traffic Impact Analysis (TIA) for this project is under review by the Town Engineer and the Arizona Department of Transportation (ADOT).

All constructed improvements within the Oracle Road right-of-way will require a separate permit issued by ADOT to allow for both construction activities as well as operational use. There is an existing driveway spur from Oracle Road at the north end of the site that is proposed to provide access for this development. The spacing between this spur and the next fixed driveway to the north does not meet ADOT or Town driveway spacing requirements. However, because this is a pre-existing driveway location and is incorporated within an existing right-turn deceleration lane, staff approves this driveway location as long as the final approved TIA indicates that there are no negative impacts to any existing intersection service levels.

PUBLIC PARTICIPATION:

Summary of Public Notice

12. Notice to the public was provided consistent with Town-adopted noticing procedures, which includes the following:
- Notification of residents within 600 feet
 - Posting at Town Hall
 - All registered HOAs

No letters have been received in support or opposition to the proposal. No residents have made inquiries regarding the Conceptual Site Plan.

FINDINGS:

13. The proposed development is adequately separated and screened from homes to the east and will be generally compatible with the existing area. Based on a review of relevant standards, staff finds that the Conceptual Site Plan is in substantial conformance with:
- Design Principles; and
 - Design Standards, except as noted

RECOMMENDATION:

Based on the findings in Paragraph 13, staff recommends that the Conceptual Design Review Board take the following action:

Recommend approval to the Town Council of the requested Conceptual Site Plan for El Corredor Commercial and Multi-Family project, subject to the conditions on Attachment 1.

SUGGESTED MOTIONS:

I move to recommend approval of the El Corredor Conceptual Site Plan, based on the findings that the proposed design is in substantial conformance with Design Standards and Design Principles, subject to the conditions on Attachment 1.

OR

I move to recommend denial of the El Corredor Conceptual Site Plan due to

ATTACHMENTS:

1. Conditions of Approval
2. Location Map
3. Rezoning Conditions of Approval
4. Proposed Conceptual Site Plan
5. Site Cross-Sections
6. Conceptual Landscape Plan



Conceptual Architecture Conceptual Design Review Board Staff Report

CASE NUMBER: OV1213-14 El Corredor Multi-Family Development
MEETING DATE: June 11, 2013
AGENDA ITEM: 2B
STAFF CONTACT: Matt Michels, AICP, Senior Planner
mmichels@orovalleyaz.gov (520) 229-4822

Applicant: STG Design, (520) 577-9511
Request: **Conceptual Architecture for a Multi-Family Residential Development**
Location: Northeast corner of Oracle Road and Linda Vista Blvd.
Recommendation: Approve requested Conceptual Architecture with conditions

SUMMARY:

1. This project includes the development of a 227-unit apartment complex and 47,200 square feet of commercial buildings on 19.56 acres at the northeast corner of Oracle Road and Linda Vista Boulevard. The Conceptual Design Review Board (CDRB) makes recommendations to the Town Council regarding conceptual architecture submittals for all commercial developments. The following report outlines the submittal made by STG Architects for the proposed apartment complex, clubhouse and garage buildings at El Corredor (see Attachments 2, 3, and 4). The commercial buildings will be reviewed by the CDRB and Town Council at a later date.

The proposed apartment buildings incorporate elements of Southwest architecture similar to architecture within the surrounding area. Specific features of the buildings include a combination of sloped and flat roof elements, pop-outs, as well as stucco and stone veneer finishes. Six (6) conditions of approval are proposed (Attachment 1).

This report contains staff analysis, proposed conditions of approval and suggested motions for the Conceptual Architecture. The Conceptual Design Principles are utilized as primary guidance for Staff and CDRB evaluation of the application. The Addendum "A" Design Standards are used as secondary guidance, as appropriate.

BACKGROUND:

2. This project includes the development of seventeen (17) apartment buildings as well as a 4,200 square foot clubhouse. The apartments are located on approximately 13 acres on the east side of the El Corredor PAD, located at the northeast corner of Oracle Road and Linda

Vista Boulevard. The property is vacant and is zoned Planned Area Development (PAD). Apartments are a permitted use in the PAD.

Please refer to the Conceptual Site Plan report for detailed background information on the overall project.

Approvals To Date

3. The following approvals are associated with this project:
- In 2012, the Town Council approved the Planned Area Development (PAD).
 - In 2011, the Town Council approved a Major General Plan Amendment from Neighborhood Commercial-Office (NCO) to High-Density Residential (HDR) for the eastern 13 acres of the site.

Proposed Conceptual Architecture

4. The following is summary of the applicant's proposed architectural submittal:
- 17-two (2) story apartment buildings
 - 4,200 s.f. clubhouse
 - Three (3)-ten (10) unit garage buildings
 - Recreational areas with ramadas and other amenities
 - Varied materials including stone, stucco, and concrete roof tile.
 - Three (3) color schemes with three (3) colors in each scheme

DISCUSSION / ANALYSIS:

Design Principle Analysis

The Conceptual Site Plan is in substantial conformance with all applicable Conceptual Architecture Principles. The following are key Design Principles (in italics), followed by staff evaluation of how the site design addresses the principles:

5. *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. (Section 22.9.D.5.b.)*

The buildings incorporate traditional and contemporary Southwestern elements, shapes, and textures, sloped and flat roof planes, architecturally appropriate 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.

The colors and materials of this proposal are appropriate and compatible with the surrounding desert and neighboring communities. The proposed color palette offers three (9) separate stucco colors in three (3) color schemes to provide variety and contrast. The range of natural earth tones in the palette is consistent with the context of

the development. Additionally, all colors are muted tans, and browns to reflect the desert and mountain surroundings, which is appropriate for the Oracle Road Scenic Corridor.

6. *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. (Section 22.9.D.5.b.).*

The scale, height and mass of the buildings were discussed extensively through the General Plan Amendment and PAD rezoning processes and are appropriate for the context within the Oracle Road Scenic Corridor. As shown in the cross sections in Attachment 4, the site is significantly lower than the homes to the east, which serves to minimize view and privacy impacts of the apartments on adjacent homes, as well as minimize view impacts from Oracle Road.

The two story apartment buildings are generally residential in scale and the pedestrian scale has been accentuated through the use of a stucco wainscot along the bottom of the façade with stone veneer accents that define the stairwells.

7. *Facade 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 contributes to a building's character. (Section 22.9.D.5.b.).*

All elevations of the building façades are well articulated through the use of varying roof and wall planes and surface articulation around windows and window fenestration. Horizontal banding, painted in a contrasting color, will be provided between floors and cornicing is provided on the eaves, in a contrasting color, to create additional visual interest. The west-facing elevations would benefit from the addition of awnings to provide shade and enhance the architecture. A condition has been added to Attachment 1 reflecting this recommended requirement. In addition, the proposed garage buildings are lacking in surface and roof articulation. A condition has been added to Attachment 1 to require the addition of appropriate architectural design elements and treatments as found on the apartment and clubhouse buildings.

8. *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. (Section 22.9.D.5.b.).*

Rooftop mechanical equipment will be concealed behind a parapet on the roof and will not be visible from ground level. A condition has been included to require the applicant to submit a detailed roof top screening plan during the Final Design stage to ensure that the mechanical units are not visible from the neighborhood to the east. Additionally, a condition has been added to provide additional vegetation around the refuse enclosures in proximity to Oracle Road to shield them from view.

Design Standards Analysis

9. *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. (Section 4.2.A.3.a)*

The overall design of the apartment and clubhouse buildings present a coherent theme on all four sides of the building and conforms to this Design Standard. As discussed, the proposed garage buildings, however, lack adequate architectural treatments and articulation. A condition has been added to Attachment 1 to address this issue.

10. *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 (Section 4.2.C.1.b and c).*

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 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 stone veneer on the columns. A condition has been added to Attachment 1 to increase the stone to the top of the columns to provide more definition and visual interest to the building entry points.

11. *Provide shade for exterior walls, especially on the south and west elevations, through the use of roof overhangs, exterior shading devices or inset windows. (Section 4.2.F.1.a)*

To address this standard, a condition has been added to Attachment 1 requiring shade structures on all west facing windows on the apartment buildings located adjacent to the commercial area.

PUBLIC PARTICIPATION:

Summary of Public Notice

12. Notice to the public was provided consistent with Town-adopted noticing procedures, which includes the following:

- Notification of residents within 600 feet
- Posting at Town Hall
- All registered HOAs

No letters have been received in support or opposition to the proposal. No residents have made inquiries regarding the Conceptual Site Plan.

FINDINGS:

13. The Conceptual Architecture for the proposed apartment development is well-designed and will be generally compatible with the existing area. Based on a review of relevant standards, staff finds that the Conceptual Architecture with the Attachment 1 conditions is in substantial conformance with:

- Design Principles; and
 - Addendum "A" Design Standards
-

RECOMMENDATION

Based on the findings in Paragraph 13 staff recommends that the Conceptual Design Review Board take the following action:

Recommend approval to the Town Council of the requested Conceptual Architecture for El Corredor Commercial and Multi-Family project subject to the conditions on Attachment 1

SUGGESTED MOTIONS:

I move to recommend approval of the El Corredor apartments Conceptual Architecture, based on the finding that the design is in substantial conformance with the Design Principles and Design Standards, subject to the conditions on Attachment 1.

OR

I move to recommend denial of the El Corredor apartments Conceptual Architecture due to

ATTACHMENTS:

1. Conditions of Approval
2. Location Map
3. Conceptual Site Plan
4. Proposed Conceptual Architecture

**MINUTES
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD
REGULAR SESSION
JUNE 11, 2013
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 PM

ROLL CALL

PRESENT: Dino Sakellar, Chairman
Kelly Huber, Member
Harold Linton, Member
Kit Donley, Member
Richard Eggerding, Member

ABSENT: Nathan Basken, Member
David Atler, Vice-Chair

ALSO PRESENT: Joe Hornat, Councilmember

PLEDGE OF ALLEGIANCE

Chairman Sakellar led the audience in the Pledge of Allegiance.

CALL TO AUDIENCE

There were no speaker requests.

1. REVIEW AND/OR APPROVAL OF THE MAY 14, 2013 REGULAR SESSION MINUTES

MOTION: A motion was made by Harold Linton, Member and seconded by Richard Eggerding, Member to Approve the May 14, 2013 Regular Session Minutes

MOTION carried, 5-0.

2. REVIEW AND POSSIBLE ACTION FOR EL CORREDOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL DEVELOPMENT, LOCATED AT THE NORTHEAST CORNER OF ORACLE ROAD AND LINDA VISTA BOULEVARD, OV1213-14

A. CONCEPTUAL SITE PLAN

Matt Michels, Senior Planner, presented the following:

- Location & Context Map
- Zoning
- Approvals to Date
- Conceptual Site Plan
- Pedestrian Circulation
- Bufferyards & Recreation Areas
- Conceptual Design Review
- PAD Development Standards
- Cross Sections - West to East
- Cross Section: North End
- Cross Section: South End
- Cross Sections - North to South
- Neighborhood Concerns/Site Plan Issues
- Recommendation

Kevin Hall, Cypress Civil Development, civil engineering firm representing the applicant, introduced the following:

Leon Westerback, STG Design, Lead Architect
Eric Barrett, Art Studios, Landscape Architect
Ross Rulney, owner and developer of property

Mr. Hall went on to give a brief history and description of the proposed project.

Eric Barrett, Art Studios, Landscape Architect, addressed the board on the landscape Native Plant Preservation Ordinance.

Chairman Sakellar opened the Public Hearing

Bill Adler, Oro Valley Resident, stated that one of the unattractive aspects of apartment living is the distance a person's apartment to where there car is parked. He can't understand why parking is not more internalized, parking would be ideal if it was underground. Mr. Adler went on to comment that the project seems linear and unusable.

George Coutts, Oro Valley Resident, only concern was on the west side of the property and it being stripped of all its landscape at one time.

Chairman Sakellar closed the Public Hearing

MOTION: A motion was made by Richard Eggerding, Member and seconded by Kit Donley, Member to recommend Approval of the El Corredor Conceptual Site Plan,

based on the findings that the proposed design is in substantial conformance with Design Standards and Design Principles, subject to the conditions on Attachment 1.

MOTION carried, 5-0.

Attachment 1

**Conditions of Approval
El Corredor Conceptual Site Plan
OV1213-14
June 11, 2013, CDRB**

Planning:

The following conditions are to be addressed with the Final Site Plan submittal:

1. *Provide at least three (3) shaded seating areas, in locations acceptable to the Planning and Zoning Administrator, along pathways within the apartment development.*
2. *Provide at least one (1) canopy tree as well as shrubs and understory in the roundabout located at the east end of the main entry drive.*

Engineering:

3. *The developer shall coordinate with ADOT regarding the proposed north driveway along Oracle Road. Separate ADOT approval is required for the proposed location.*

B. CONCEPTUAL ARCHITECTURE

Matt Michels, Senior Planner, presented the following:

- Conceptual Architecture Review
- Architectural Context
- Applicant's Proposal
- Design Review Principles
- Design Standards
- Clubhouse Elevations
- Apartment Building Elevations
- Garage Building Elevations
- Summary

Leon Westerback, STG Design, Lead Architect for the project discussed the following:

- Architecture - Southwest Style
- Color variation
- Integrating some stone into the wainscot

Chairman Sakellar opened the Public Hearing

Bill Ader, Oro Valley Resident, said that the other unattractive part of apartment living is walking up a flight of stairs. Stairwells are exposed to the heat and sun, yet you see apartments with no elevators. He is interested in the conservation, water harvesting, energy and cost efficiency of appliances in these apartments. Not discussing this is not being fully responsible.

George Coutts, Oro Valley Resident, commented that he likes architecture and questions the desire to have more colors. Mr. Coutts went on to say that his only concern is with the garage that backs on to Linda Vista and the architecture from the Linda Vista looking north. More attention needs to pay to the architecture nature of these garages.

Chairman Sakellar closed the Public Hearing

MOTION: A motion was made by Richard Eggerding, Member and seconded by Kit Donley, Member to recommend Approval of the EI Corredor apartments Conceptual Architecture, based on the findings that the design is in substantial conformance with the Design Principles and Design Standards, subject to the conditions on Attachment 1.

Chairman Sakellar offered a friendly amendment to include some stone veneer included in the wainscot of various buildings and to direct staff review and work with the applicant on the garage elevations to the south. Friendly amendment was accepted by Richard Eggerding, Member and Kit Donley, Member.

MOTION carried, 5-0.

Attachment 1

**Conditions of Approval
EI Corredor Conceptual Architecture
OV1213-14
June 11, 2013, CDRB**

Planning:

The following conditions are to be addressed with the Final Site Plan submittal:

- 1. All refuse enclosures located in proximity to Oracle Road must be screened with vegetation to shield them from view from the roadway.*
- 2. Provide awnings or other shade devices approved by the Planning and Zoning Administrator on all west facades.*
- 3. Provide additional architectural elements to the garage buildings to vary the roof plane and add appropriate materials, colors and treatments to match the level of architectural detailing found on the apartment and clubhouse buildings.*
- 4. Provide decorative wrought iron features above all stairwell entries.*
- 5. Extend the stone veneer to the top of the columns at the stairwell entries.*

6. *A plan depicting the view of the rooftop mechanical equipment from the adjacent neighborhood, with appropriate screening to conceal the equipment must be submitted for review and approval by the Planning and Zoning Administrator.*

PLANNING UPDATE (INFORMATIONAL ONLY)

Chad Daines, Principal Planner, presented the following:

- Rancho De Plata Final Plat is scheduled for Town Council on June 19th
- El Corredor CSP and CA is scheduled for Town Council on July 3rd
- LA Fitness Public Art has been approved
- Upcoming neighborhood meeting: Retreat at Stone Canyon
- Express appreciation to attend the two Spring Training Session
- Future Agenda Items: Maracay at Vistoso CSP and Sun City Fitness Public Art

ADJOURNMENT

MOTION: A motion was made by Kelly Huber, Member and seconded by Harold Linton, Member to Adjourn the Conceptual Design Review Board meeting at 7:10 PM

MOTION carried, 5-0.



Town Council Regular Session

Item # 3.

Meeting Date: 07/03/2013

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

Department: Town Clerk's Office

Information

SUBJECT:

*DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT OF A MAYOR PRO TEMPORE FOR JULY 11, 2013 AND JULY 12, 2013

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

From July 7, 2013 through July 12, 2013, Mayor Hiremath will be out of state. During this period of time, Vice Mayor Waters will be acting in his stead. However, Vice Mayor Waters will be unavailable July 11-12, 2013. Pursuant to Town Code 2-1-5, the Council may designate a member to act as Mayor Pro Tempore.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to appoint _____, as Mayor Pro Tempore for the period of July 11-12, 2013.
