

**AGENDA  
ORO VALLEY TOWN COUNCIL  
REGULAR SESSION  
September 4, 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. SRO Recognition Letter from Barbara LaWall
2. Letters of Appreciation for Oro Valley Police Department
3. Public Safety Providers Quarterly Report

**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. Proclamation - National Preparedness Month
2. Visit Tucson - Website Improvements for Oro Valley
3. Kate Marquez, Executive Director - Southern Arizona Arts & Cultural Alliance

## **CONSENT AGENDA**

### **(Consideration and/or possible action)**

- A. Minutes - June 5, June 19, and July 3, 2013
- B. Fiscal Year 2012/13 Financial Update Through June 2013 (Year-End)
- C. Greater Oro Valley Chamber of Commerce Quarterly Report: April 1, 2013 - June 30, 2013
- D. Visit Tucson Quarterly Report: April 1, 2013 - June 30, 2013
- E. Resolution No. (R)13-50, Authorizing and approving the Second Amendment to the Intergovernmental Agreement between the Town of Oro Valley and the Town of Marana for Reciprocal Hearing Officer Services under Arizona Revised Statutes section 9-500.12
- F. Resolution No. (R)13-51, Authorizing and approving a task force agreement between the Drug Enforcement Administration ("DEA") and the Town of Oro Valley ("Town") for the participation of two Oro Valley police officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter Narcotics Alliance (CNA) Task Force and one police officer in the Pima County HIDTA Investigative Task Force (PCHITF)
- G. Resolution No. (R)13-52, Authorizing the Water Utility Department of the Town of Oro Valley to apply for a Drinking Water Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona (WIFA) for the Oro Valley Water Utility Advanced Metering Infrastructure (AMI) and Meter Replacement Project
- H. Resolution No. (R)13-53, Authorizing the execution of a lease agreement between the Town of Oro Valley and Heirloom Farmers' Market for use of the Steam Pump Ranch property

## **REGULAR AGENDA**

- 1. REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR A 345-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHERN TERMINUS OF LA CANADA DRIVE ON BOTH SIDES OF PEBBLE CREEK DRIVE
- 2. RESOLUTION NO. (R)13-54, AMENDING THE GENERAL PLAN TO CHANGE A 4.9 ACRE PROPERTY, LOCATED AT THE NORTHEAST CORNER OF MOORE ROAD AND LA CANADA DRIVE, FROM NEIGHBORHOOD COMMERCIAL/OFFICE (NCO) TO MEDIUM DENSITY RESIDENTIAL (MDR, 2.1 – 5.0 DU/AC)
- 3. REQUEST FOR APPROVAL OF CONCEPTUAL PUBLIC ART FOR THE SUN CITY RECREATION CENTER LOCATED EAST OF RANCHO VISTOSO BOULEVARD AND SOUTH OF SILVERTON AVENUE, WITHIN RANCHO VISTOSO NEIGHBORHOOD 1
- 4. REQUEST FOR APPROVAL OF CONCEPTUAL PUBLIC ART DESIGN FOR THE SHOPPES AT ORACLE ROAD COMMERCIAL CENTER, LOCATED ON THE EAST SIDE OF ORACLE ROAD AND SOUTH OF HARDY ROAD
- 5. DISCUSSION AND POSSIBLE ACTION TO INITIATE THE 60-DAY PUBLIC NOTICE PROCESS FOR A FUTURE DISCUSSION REGARDING REVENUE OPTIONS

**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: 08/28/13 at 5:00 p.m. 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. – 5:00p.m.

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

### ***INSTRUCTIONS TO SPEAKERS***

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

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

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

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

**Thank you for your cooperation.**



**Town Council Regular Session**

**Item # 1.**

**Meeting Date:** 09/04/2013

**Submitted By:** Catherine Hendrix, Police Department

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**Information**

**Subject**

SRO Recognition Letter from Barbara LaWall

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**Attachments**

[LaWall Recognition](#)

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Received by  
JUN 20 2013  
Oro Valley Police Dept.

June 6, 2013

Dear Danny:

I was so pleased to learn that the Oro Valley Police Department's School Resource Officer Unit was chosen as a model SRO agency by the Arizona School Resource Officers Association.

For your SRO Unit to be honored in this special way is a very meaningful and significant accomplishment. You are to be congratulated for your many years of outstanding leadership of the Oro Valley Police Department. Your commitment to the students in the Amphitheater School District and your accomplishments in making the Oro Valley community a better and safer place to live is to be commended.

Once again, congratulations.

Sincerely,

*Outstanding!*

*Barbara*

Office of the Pima County Attorney  
Barbara LaWall, Pima County Attorney  
32 North Stone Avenue • 1400 Legal Services Building  
Tucson, Arizona 85701-1412  
(520) 740-5600 • FAX (520) 791-3946  
[www.pcao.pima.gov](http://www.pcao.pima.gov)

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Office of the Pima County Attorney

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Barbara LaWall



**Town Council Regular Session**

**Item # 2.**

**Meeting Date:** 09/04/2013

**Submitted By:** Catherine Hendrix, Police Department

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**Information**

**Subject**

Letters of Appreciation for Oro Valley Police Department

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**Attachments**

Lt. Olson & Officers

Darkhouse Program

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July 1, 2013

Daniel Sharp  
Chief of Police  
Oro Valley Police Department  
11000 North La Canada Drive  
Oro Valley, Arizona 85737

Dear Chief Sharp:

As you know, former Tucson Police Department Captain and Sahuarita Police Department Commander Jim Gerrettie recently passed away. A memorial service for Jim was held on June 29<sup>th</sup> at the Good Shepard of the Hills Lutheran Church, located at 8799 North Northern Avenue.

Given the limited number of church parking spots, and its proximity to the residential surroundings and traffic circle at Hardy Road, I was concerned that any overflow parking might impact traffic travel on both Hardy and Northern. I contacted Lieutenant Chris Olson to advise him of the situation in case it generated any calls for service.

I left the service immediately after its conclusion to coordinate some set-up at the reception site and noticed at least one OVPD officer at the scene. There may have been additional units there ensuring the safe movement of vehicles in the area.

I wanted to thank Lieutenant Olson, and especially the officers who were at the scene, for their assistance. It was extremely hot out and from personal experience we both know how uncomfortable that can be. I appreciate their efforts and am sorry I did not have the time to thank them personally.

Sincerely,

  
Kevin Mayhew

Received by  
JUL 08 2013   
Oro Valley Police Dept.

# BARRY H. SOLOWAY

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July 24, 2013

Chief Daniel Sharp  
Oro Valley Police Department  
11000 N. La Canada Drive  
Oro Valley, AZ 85737

Dear Chief Sharp,

My wife and I would like to extend our sincere appreciation to you and your department with respect to the Dark House Program. As in the past, we have placed our home on this program when we are away for an extended period. We just returned from our most recent vacation and are very pleased to have found it perfectly safe.

Please extend our thanks to the staff of the Dark House Program and accept our donation to FOP Lodge#53 as a token of our appreciation.

Sincerely,





**Town Council Regular Session**

**Item # 3.**

**Meeting Date:** 09/04/2013

**Requested by:** Lynda Koepfer **Submitted By:** Lynda Koepfer, Town Manager's Office

**Department:** Town Manager's Office

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**Information**

**SUBJECT:**

Public Safety Providers Quarterly Report

**RECOMMENDATION:**

N/A

**EXECUTIVE SUMMARY:**

N/A

**BACKGROUND OR DETAILED INFORMATION:**

N/A

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

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**Attachments**

Public Safety Providers Quarterly Report

OVPD 2nd Quarter Statistics

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# Golder Ranch Fire District - Oro Valley Call Summary Fourth Quarter 2013 (April - June 2013)

<b>Sun City Station 374</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <5:00 minutes -EMS	202	76%
Dispatch to At Scene <6:00 minutes -FIRE	1	100%
<b>Average Dispatch to At Scene Time</b>	<b>4:09</b>	

<b>Woodburne Station 375</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <5:00 minutes -EMS	334	61%
Dispatch to At Scene <6:00 minutes -FIRE	2	50%
<b>Average Dispatch to At Scene Time</b>	<b>4:47</b>	

<b>Lambert Station 376</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <5:00 minutes -EMS	164	63%
Dispatch to At Scene <6:00 minutes -FIRE	6	66%
<b>Average Dispatch to At Scene Time</b>	<b>4:52</b>	

<b>Oracle Rd. Station 377</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <5:00 minutes -EMS	211	72%
Dispatch to At Scene <6:00 minutes -FIRE	3	66%
<b>Average Dispatch to At Scene Time</b>	<b>4:15</b>	

<b>Average Total All Oro Valley Stations</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <5:00 minutes -EMS	911	68%
Dispatch to At Scene <6:00 minutes -FIRE	12	66%
<b>Average Dispatch to At Scene Time</b>	<b>4:04</b>	

<b>Average Total All Oro Valley Stations -2<sup>nd</sup> Fire Unit</b>	<b># of calls</b>	<b>%</b>
2 <sup>nd</sup> Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	7	71%
<b>Average Dispatch to At Scene Time for 2<sup>nd</sup> Fire Unit</b>	<b>7:13</b>	


## Golder Ranch - Oro Valley Call Load Breakdown

Fourth Quarter FY 2012 - 2013 (April - June 2013)

*Final Type Reference*

CALL TYPE	Sun City	Woodburne	Lambert	Oracle	TOTAL
Aircraft					
Brush / Vegetation		4			4
Building			1		1
Electrical / Motor			1	3	4
Fires - All Other	1	2		1	4
Gas Leak				1	1
Hazmat	2	1	2	1	6
Trash / Rubish				2	2
Unauthorized Burning				1	1
Vehicle		2	1	4	7
<b>Total Fire Calls</b>	<b>3</b>	<b>9</b>	<b>5</b>	<b>13</b>	<b>30</b>
Animal Problem			1		1
Animal Rescue					
Assist -Other	33	30	12	29	104
Battery Change	7	11	5	4	27
Bee Swarm	4	6	3	2	15
Defective Appliance	1	1			2
Invalid Assist	25	17	20	11	73
Snake	86	141	139	89	455
Lockout		1	2		3
Fire Now Out		1			1
<b>Total Service Calls</b>	<b>156</b>	<b>208</b>	<b>182</b>	<b>135</b>	<b>681</b>
Alarms (Fire, Smoke, CO)	8	11	6	7	32
Cancelled / Negative Incident	11	12	18	11	52
Smoke / Odor Investagation	3	6	2	4	15
<b>Total Good Intent Calls</b>	<b>22</b>	<b>29</b>	<b>26</b>	<b>22</b>	<b>99</b>
Motor Vehicle Accident	9	10	10	15	44
Rescue (high, trench, water)					
All Other EMS Incidents	193	324	154	196	867
<b>Total EMS Type Calls</b>	<b>202</b>	<b>334</b>	<b>164</b>	<b>211</b>	<b>911</b>
<b>TOTAL ALL CALLS</b>	<b>383</b>	<b>580</b>	<b>377</b>	<b>381</b>	<b>1721</b>

**Golder Ranch Fire District – Oro Valley  
Detailed Fire Response Report  
Fourth Quarter FY 2012-2013  
April – June 2013**

Date	Call#	Type	Disp. Time	Unit	Respond	On-scene	Total Resp. Time
4/2/13	6417	BUILDING	13:34:42	EN376	13:36:02	13:42:04	<b>7:22</b>
St.376				EN339	13:35:57	13:42:23	<b>7:41</b>
Possible fire in a light ballast inside a classroom. Power has been shut-off by school personnel but there is still an odor of smoke. Found to be only burnt light ballast. Units on scene can handle –NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
4/3/13	6512	HOUSE	23:07:48	EN376	23:09:41	23:13:55	<b>6:07</b>
St.376							
Calling party sees smoke inside the house and is unsure where it is coming from. EN376 on scene with nothing showing shut down other units. Nothing found after investigation. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
4/4/13	6537	HOUSE	11:07:08	LT375	11:08:17	11:12:42	<b>5:34</b>
St.375							
Calling party reports a fire in their oven and is still smoking after using an extinguisher. LT375 on scene finds a plastic container that burned inside the oven. Other units can cancel. NEGATIVE INCIDENT.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
4/21/13	7815	CAR-E	17:19:36	EN376	17:20:48	17:23:33	<b>3:57</b>
St.376				LT375	17:20:43	17:25:05	<b>5:29</b>
Calling party reports their car is on fire and is approximately 10 feet from the house (car fire endangering). EN376 found car fire with no extension to the home.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/6/13	8956	BUILD	09:54:05	EN377	09:55:10	10:00:41	<b>*6:36</b>
St.377				LT375	09:57:39	10:04:43	<b>9:38</b>
A report of a loud snapping sound followed by a power surge inside a classroom. Nothing showing upon arrival. After investigation, it was determined to be an AC fan motor that failed. NEGATIVE INCIDENT. *EN377 had just been switched out with another engine and returning from Station 376 when the call went out.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/9/13	9254	HAZMAT	18:12:49	EN376	18:13:43	18:16:59	<b>4:10</b>
St.376							
Hazmat full alarm was dispatched to a vehicle near an intersection that was leaking some kind of fluid. Upon arrival, EN376 determined it to be a leaking fuel tank and was able to mitigate without additional assistance.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/9/13	9255	HOUSE	18:32:52	EN374	18:34:49	18:37:55	<b>5:03</b>
St.374							

Calling party reports their oven is producing sparks and flames. While en-route, calling party reports that it is no longer sparking. EN374 on scene with nothing showing, shut down other responding units. Determined to be a defective appliance, no fire problem. **NEGATIVE INCIDENT.**

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/12/13	9442	TRTFULL	09:38:40	PM377	09:39:34	09:43:30	<b>4:50</b>
St.377			09:43:13	EC377	09:46:47	09:48:09	<b>4:56</b>

Initially reported as 4 adults and one child being stung by bees at Linda Vista and Oracle. Upon further information, it was discovered that the incident was up a trailhead off of Calle Concordia and full alarm TRT medical was requested due to the nature and location of the call.

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/19/13	9984	BUILD	01:36:55	EN377	01:39:27	01:42:50	<b>5:55</b>
St.377				LD375	01:38:45	01:46:49	<b>9:54</b>

Calling party reports an outlet that is smoking and sparking. EN377 and LD375 on scene and can handle. Faulty electrical outlet. **NEGATIVE INCIDENT.**

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/22/13	10282	HOUSE	17:50:29	EN376	17:51:50	17:56:18	<b>5:49</b>
St.376							

Grill fire in the back yard against the house. Upon arrival, EN376 found the fire out without further incident. All units cancelled. **NEGATIVE INCIDENT.**

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
6/26/13	12799	BUILD	19:24:35	EN376	19:26:04	19:29:24	<b>4:49</b>
St.376				EN377	19:26:12	19:32:10	<b>7:35</b>

Call came in from an alarm company reporting of a fire at this location. Upon arrival, EN376 found a small fire started by a discarded cigarette. Fire was held in check by an active sprinkler overhead. **WORKING INCIDENT.**

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
6/30/13	13040	HOUSE	09:42:22	EN374	09:44:12	09:49:56	<b>7:34</b>
St.375				EN377	09:43:58	09:47:05	<b>5:43</b>

Resident reports a fire on top of the stove and burner will not turn off. Units on scene found only a burnt knob on the stove. **NEGATIVE INCIDENT.**



# Mountain Vista Fire District - Oro Valley

## Call Summary

### Fourth Quarter 2013 (April – June 2013)

<b>MVFD Station 610</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <5:00 minutes -EMS	53	85%
Dispatch to At Scene <6:00 minutes -FIRE	7	100%
<b>Average Dispatch to At Scene Time</b>	<b>3:32</b>	

<b>Average Total All Oro Valley Stations -2<sup>nd</sup> Fire Unit</b>	<b># of calls</b>	<b>%</b>
2 <sup>nd</sup> Fire Unit Dispatch to At Scene <8:00 minutes -FIRE	0	100%
<b>Average Dispatch to At Scene Time for 2<sup>nd</sup> Fire Unit</b>	<b>0:00</b>	

<b>Other Miscellaneous Fire Calls – Oro Valley Stations</b>	<b># of calls</b>	<b>%</b>
Dispatch to At Scene <6:00 minutes -FIRE	0	0%
<b>Average Dispatch to At Scene Time</b>	<b>0:00</b>	

**Mountain Vista Fire District – Oro Valley  
Detailed Fire Response Report  
Fourth Quarter 2013 (April – June 2013)**

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/20/13	52461	STILL ALARM	12:42:05	E610	12:43:53	12:46:19	<b>4:14</b>
St.610							
E610 responded code-3 from QRTRS for a dumpster fire. On scene found small commercial dumpster with very little contents burning inside. Fire extinguished and units back in-service.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
5/30/13	56230	STILL ALARM	14:49:48	E610	14:51:07	14:53:37	<b>3:49</b>
St.610							
E610 responded code-3 from QRTRS for gas line break. On scene met face to face with southwest gas supervisor. Above ground gas line was backed into and ruptured at elbow. Line is 1 inch. E610 deployed front jump line and stood by for repair team. Southwest gas repair team on scene and secured leak. E610 TNFA, ARTQ.							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
6/7/13	559249	STILL ALARM	11:07:03	E610	11:07:59	11:10:15	<b>4:49</b>
St.610							
E 610 on-scene of a small utility trailer fully involved; E 610 pulled 1 3/4 jump line with full PPE and extinguished; negative exposures; material ignited confined to load in trailer only; trailer intact; overhaul with use of Hawkes foam; turned scene over to PCSO and owner of trailer; units wrapped up; nfa rtq							

Date	Call #	Type	Disp. time	Unit	Respond	On-scene	Total Resp. Time
6/18/13	63274	STILL ALARM	11:07:03	E610	11:07:59	11:10:15	<b>3:12</b>
St.610							
E 610 responded code three from the station for a vehicle fire, u/a had to search parking lot OVPD waved us in for smoke coming from a car, e 610 pulled front jump line and popped the truck to find fire. e 610 extinguished fire, and removed all element from truck to removing the heat source. OVPD found owner e 610 spoke with owner about fire problem, e 610 wrapped up and returned. Whit Buick Park Avenue							





<b>Quarterly Report April through June Comparison</b>	<b>Apr-Jun 2011</b>	<b>Apr-Jun 2012</b>	<b>Apr-Jun 2013</b>
Total Calls	3986	4261	4149
Commercial Veh Enforcement	87	38	49
Residential Burglaries	17	18	11
Non-Residential Burglaries	11	3	6
All Burglary Attempts	1	3	4
Thefts	136	139	147
Vehicle Thefts	5	13	4
Recovered Stolen Vehicles	1	1	1
Attempted Vehicle Thefts	1	1	0
DUI Arrests	45	57	28
Liquor Laws	17	10	9
Drug Offenses	42	31	23
Homicides	0	0	1
Robbery	4	0	1
Assault	35	37	33
Total Arrests	519	420	322
Assigned Cases	175	150	158
Alarms (Residential)	209	208	242
Alarms (Business)	86	143	121
K9 Searches	43	309	144
First Aid Calls	621	651	645
Fatal Accidents*	0	0	0
Accidents*	127	116	148
Citations (Traffic)**	887	1046	1275
Public Assists***	265	259	221
Reserve Man Hours	0	101	54
Business Checks***	1766	2031	1549
Drug Task Force Arrest	19	3	23
CVAP Dark House Cks	2181	2830	2564
CVAP Public Assists	165	323	184
CVAP Total Hours	<b>2974.5</b>	<b>3556.5</b>	<b>3370</b>

\*\*Fatal Accidents\* & "Accidents" categories now include DUI-related fatal accidents & accidents. Numbers subject to fluctuate slightly due to reclassification.

\*\*\*Written Warnings/Repair Orders" category now replaces "Warnings" and "Repair Orders" categories. Previous year totals updated to reflect the change. Traffic data delayed for data entry backlog.

\*\*\*\*Business checks" are now a separate category from "Dark House Checks". Public Assist totals no longer include CVAP numbers.



**Town Council Regular Session**

**Item # 1.**

**Meeting Date:** 09/04/2013  
Proclamation - National Preparedness Month

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**Information**

**Subject**  
Proclamation - National Preparedness Month

**Summary**

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**Attachments**

Proclamation - National Preparedness Month

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Office of the Mayor  
Oro Valley, Arizona  
**Proclamation**

**NATIONAL PREPAREDNESS MONTH  
SEPTEMBER 2013**

**WHEREAS**, "National Preparedness Month" creates an important opportunity for every resident of Oro Valley to prepare their homes, businesses and communities for any type of emergency including natural disasters and potential terrorist attacks; and

**WHEREAS**, investing in the preparedness of ourselves, our families, businesses and communities can reduce fatalities and economic devastation in our communities and in our nation; and

**WHEREAS**, the Federal Emergency Management Agency's *Ready* Campaign, Citizen Corps and other federal, state, local, tribal, territorial, private, and volunteer agencies are working to increase public activities in preparing for emergencies and to educate individuals on how to take action; and

**WHEREAS**, emergency preparedness is the responsibility of every citizen of Oro Valley and all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families and communities are prepared for disasters and emergencies of any type; and

**WHEREAS**, all citizens of Oro Valley are encouraged to participate in citizen preparedness activities and asked to review the Ready Campaign's web sites at [Ready.gov](http://Ready.gov) or [Listo.gov](http://Listo.gov) (in Spanish) and become more prepared.

**NOW THEREFORE**, I, Dr. Satish I. Hiremath, Mayor of the Town of Oro Valley, Arizona, hereby proclaim September, 2013 as NATIONAL PREPAREDNESS MONTH, and encourages all citizens and businesses to develop their own emergency preparedness plan and work together toward creating a more prepared society.

Dated this 4<sup>th</sup> day of September, 2013.

ATTEST:

  
Dr. Satish I. Hiremath, Mayor



  
Julie K. Bower, Town Clerk



**Town Council Regular Session**

**Item # 2.**

**Meeting Date:** 09/04/2013  
Visit Tucson - Presentation regarding website improvements for OV

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**Information**

**Subject**  
Visit Tucson - Website Improvements for Oro Valley

**Summary**

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**Town Council Regular Session**

**Item # 3.**

**Meeting Date:** 09/04/2013  
SAACA Presentation

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**Information**

**Subject**

Kate Marquez, Executive Director - Southern Arizona Arts & Cultural Alliance

**Summary**

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**Town Council Regular Session**

**Item # A.**

**Meeting Date:** 09/04/2013

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

**Department:** Town Clerk's Office

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**Information**

**SUBJECT:**

Minutes - June 5, June 19, and July 3, 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 5, June 19, and July 3, 2013 minutes.

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**Attachments**

6/5/13 Draft Minutes

6/19/13 Draft Minutes

7/3/13 Draft Minutes

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**MINUTES  
ORO VALLEY TOWN COUNCIL  
REGULAR SESSION  
June 5, 2013  
ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CAÑADA DRIVE**

**REGULAR SESSION AT OR AFTER 6:00 PM**

**CALL TO ORDER**

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

**ROLL CALL**

**PRESENT:**

Satish Hiremath, Mayor  
Lou Waters, Vice Mayor  
Brendan Burns, Councilmember (Attended by telephone)  
Bill Garner, Councilmember  
Joe Hornat, Councilmember  
Mary Snider, Councilmember  
Mike Zinkin, Councilmember

**PLEDGE OF ALLEGIANCE**

Mayor Hiremath led the audience in the Pledge of Allegiance.

**UPCOMING MEETING ANNOUNCEMENTS**

Mayor Hiremath introduced the Town's new contract attorneys Kelly Schwab and Patricia Ronan.

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

**COUNCIL REPORTS**

**Spotlight on Youth**

Spotlight on Youth would be featured at the next regular Council meeting

Vice Mayor Waters reported on the progress made by Girl Scout Junior Troop #1084 and their efforts to place trash cans and recycle bins at Steam Pump Ranch.

Councilmember Snider reported that the Arizona School Resource Officers Association named the Oro Valley Police Department's School Resource Officer program as the model for the State of Arizona.

## **DEPARTMENT REPORTS**

Town Clerk Julie Bower announced that new artwork was on display in the Council Chambers by artist Anne Leonard.

## **ORDER OF BUSINESS**

Mayor Hiremath stated that the agenda would stand as posted.

## **CALL TO AUDIENCE**

Oro Valley resident Richard Tracy Sr. clarified inaccurate information posted on a blog and requested a study session to discuss the Oro Valley Police Department.

Laura Lamb, co-owner of the Girls Estate Sales urged Council to allow estate sale signs on Saturdays.

## **PRESENTATIONS**

1. Presentation of Plaque of Appreciation to Bob Easton, Safety and Risk Manager, in Recognition of his Service on the Arizona Municipal Risk Retention Pool (AMRRP) Board of Trustees from July, 2009 through April, 2013

Ed Bantel, representative of the AMRRP, presented a plaque of appreciation to Bob Easton.

## **CONSENT AGENDA**

Councilmember Garner requested that item (C) be removed from the Consent Agenda for discussion.

Councilmember Hornat requested that items (E) and (G) be removed from the Consent Agenda for discussion.

- A. Minutes - April 3, April 10, April 17, April 24 and May 1, 2013
- B. Appointment of Eric Thomae to the Historic Preservation Commission (HPC)
- D. Resolution No. (R)13-42, Authorizing and approving Amendment Number 2 to the Intergovernmental Agreement between the Regional Transportation Authority of Pima County and the Town of Oro Valley for provision of circulator bus service

- F. Request for approval of a Final Plat for San Dorado commercial and residential development, located on the east side of Oracle Road at First Avenue

**MOTION:** A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to approve Consent Agenda items (A)-(B), (D) and (F).

**MOTION** carried, 7-0.

**C. Resolution No. (R)13-41, Authorizing and approving a Financial Participation Agreement between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce**

Councilmember Garner inquired about changing the terms of the contract regarding ribbon cuttings/site visits so as to not set a required minimum or maximum number of ribbon cuttings that would be attended per month.

Mr. Perry, President/CEO of the Greater Oro Valley Chamber of Commerce, was amenable to the suggested change.

**MOTION:** A motion was made by Councilmember Garner and seconded by Councilmember Zinkin to approve Resolution No. (R)13-41, authorizing and approving a Financial Participation Agreement between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce with the removal of the word "two" as it relates to site visits per month under Section 2, Subsection 1a.

**MOTION** carried, 7-0.

**E. Resolution No. (R)13-43, Approving an intergovernmental agreement for the shared use of parking facilities between the Town of Oro Valley and Amphitheater Unified School District No. 10 of Pima County**

Councilmember Hornat asked for clarification regarding the terms and conditions of the IGA.

**MOTION:** A motion was made by Councilmember Hornat and seconded by Councilmember Zinkin to approve Resolution No. (R)13-43, approving an intergovernmental agreement for the shared use of parking facilities between the Town of Oro Valley and Amphitheater Unified School District No. 10 of Pima County with the addition of including the Town Manager as a signature authority.

**MOTION** carried, 7-0.

**G. Resolution No. (R)13-44, Authorizing and approving vacating the La Reserve roadway access and north First Avenue between Oracle Road and La Reserve Drive**

Councilmember Hornat asked how residents were notified.

Development and Infrastructure Services Director Paul Keesler said that notifications included contact with the HOA, mailers and signage on Oracle Road and La Reserve Drive.

**MOTION:** A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve Resolution No. (R)13-44, authorizing and approving vacating the La Reserve roadway access and north First Avenue between Oracle Road and La Reserve Drive.

**MOTION** carried, 7-0.

## **REGULAR AGENDA**

### **1. REQUEST FOR APPROVAL OF CONCEPTUAL PUBLIC ART FOR THE ORO VALLEY MEDICAL OFFICE BUILDING LOCATED ON THE NORTHWEST CORNER OF TANGERINE ROAD AND INNOVATION PARK DRIVE**

Senior Planner Rosevelt Arellano gave an overview of item #1.

Deborah Pullen, Property Manager of Healthcare REIT Healthcare Property Managers of America L.L.C., said that the tile required a lot of maintenance since it was very porous.

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Zinkin to approve the Conceptual Public Art for the Oro Valley Medical Office Building, subject to the condition in Attachment 1, finding that the proposed Conceptual Public Art meets all applicable Zoning Code requirements.

#### **Attachment 1 Condition of Approval OV504-004A**

1. The applicant shall install an identification plaque containing the artist's name, name of the artwork, installation date and reference to the Town's 1% Public Art requirement.

**MOTION** carried, 7-0.

### **2. REQUEST FOR APPROVAL OF A PLAT AMENDMENT FOR MODIFICATION OF A CONSERVATION EASEMENT ON LOT 8 IN THE SUNRIDGE II SUBDIVISION LOCATED AT 752 WEST SEDONA RIDGE PLACE**

Planning Manager David Williams gave an overview of item #2.

Applicant Mike Arnold, Owner of Custom Homes, spoke on the conservation easement modification request.

The following individuals spoke on item #2.

Oro Valley resident John Rosenberg  
Oro Valley resident Susan Rosenberg  
Oro Valley resident Heather Nenadovich  
Oro Valley resident Lonny Nenadovich  
Oro Valley resident Alan McDonald  
Oro Valley resident David Bowerman  
Oro Valley resident W. F. Pfeffer  
Oro Valley resident Scott Speder

**MOTION:** A motion was made by Councilmember Hornat and seconded by Councilmember Snider to approve a Plat Amendment to modify the Conservation Easement on Lot 8 of the Sunridge II subdivision, as shown in Attachment 4.

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

Mayor Hiremath recessed the meeting at 8:01 p.m.

Mayor Hiremath reconvened the meeting at 8:08 p.m.

**3. RESOLUTION NO. (R)13-45, AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW A U-HAUL BUSINESS TO BE OPERATED OUT OF THE ACE HARDWARE STORE LOCATED IN THE PLACITA DE ORO SHOPPING CENTER**

Town Manager Greg Caton stated that staff received a late written request from the applicant to continue the item. Mr. Caton said that Council could continue the item, listen to public comments and staff presentations only and not make a decision or hear the entire case and make a decision.

The following individuals spoke on item #3.

Oro Valley resident Norman Raymond  
Oro Valley resident Paul Baker  
Oro Valley resident Bill Adler  
Oro Valley resident Don Bristow  
Oro Valley resident and President/CEO of the Greater Oro Valley Chamber of Commerce Dave Perry  
Oro Valley resident Carly Hopkins

**MOTION:** A motion was made by Councilmember Garner and seconded by Councilmember Hornat to hear and vote on the CUP request tonight.

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

Mayor Hiremath fell ill and left the meeting at 8:33 p.m.

Mr. Williams gave an overview of item #3.

**MOTION:** A motion was made by Councilmember Garner and seconded by Councilmember Zinkin to deny Resolution No. (R)13-45.

**MOTION** carried, 4-2 with Councilmember Hornat and Councilmember Snider opposed.

### **FUTURE AGENDA ITEMS**

No future agenda items were requested.

### **CALL TO AUDIENCE**

No comments were received.

### **ADJOURNMENT**

**MOTION:** A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to adjourn the meeting at 9:01 p.m.

**MOTION** carried, 6-0.

Prepared by:

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Michael Standish, CMC  
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 5<sup>th</sup> 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.

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Julie K. Bower, MMC  
Town Clerk



**MINUTES  
ORO VALLEY TOWN COUNCIL  
REGULAR SESSION  
June 19, 2013  
ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CAÑADA DRIVE**

**REGULAR SESSION AT OR AFTER 5:00 PM**

**CALL TO ORDER**

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

**ROLL CALL**

**PRESENT:**

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

**EXECUTIVE SESSION** - Pursuant to ARS 38-431.03(A)(7) for consideration of a potential lease or sale of Town property and pursuant to ARS 38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the public body

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Zinkin to go into Executive Session at 5:01 p.m. pursuant to ARS 38-431.03(A)(7) for consideration of a potential lease or sale of Town property and pursuant to ARS 38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the public body.

**MOTION** carried, 7-0.

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 REGULAR SESSION AT OR AFTER 6:00 PM**

**CALL TO ORDER**

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

## **ROLL CALL**

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

## **PLEDGE OF ALLEGIANCE**

Boy Scout Troop #253 led the audience in the Pledge of Allegiance.

## **UPCOMING MEETING ANNOUNCEMENTS**

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

## **COUNCIL REPORTS** **Spotlight on Youth**

Vice Mayor Waters reported that Councilmember Hornat, Councilmember Snider and himself accompanied Chief Sharp yesterday as the Chief accepted a Model Agency Award from the Arizona School Resource Association.

Councilmember Snider recognized Breagh MacKinnon, third-grader from Painted Sky Elementary, for her various achievements. Breagh was one of the top young Scottish-Highland dancers in the country and an honor-roll student.

Councilmember Snider recognized the Canyon del Oro Forensics Team and congratulated them on their 1st place finish at this year's Crime Scene Investigators State Challenge held April 19th and 20th. The following students were members of the state championship team:

Andy Boyan  
Mikaela Cleland  
Shannon Lamy  
Joelle Shack  
Cheyenne Sanchez

Councilmember Snider recognized the second Canyon del Oro Forensics Team who took 3rd place at this year's Crime Scene Investigators State Challenge. The following students were members of the team:

Maddison Klingberg

Kyle Merrill  
Hannah Schroeder  
Darby Suitt  
Abbey Fife

## **DEPARTMENT REPORTS**

No reports were received.

## **ORDER OF BUSINESS**

Mayor Hiremath stated that the agenda would stand as posted.

## **CALL TO AUDIENCE**

Oro Valley resident John Musolf urged Council to reconsider and reverse the June 5, 2013 approval of a plat amendment to modify the conservation easement on Lot 8 of the Sunridge II subdivision.

Oro Valley resident Bryce Dallman spoke on the June 5, 2013 approval of a plat amendment to modify the conservation easement on lot 8 of the Sunridge II subdivision and was concerned with future implications of the decision.

Oro Valley resident Heather Nenadovich requested that Council reconsider the June 5, 2013 approval of a plat amendment to modify the conservation easement on lot 8 of the Sundridge II subdivision.

## **CONSENT AGENDA**

Councilmember Hornat requested that item (B) be removed from the Consent Agenda for discussion.

Councilmember Zinkin requested that items (D) and (E) be removed from the Consent Agenda for discussion.

A. Minutes - May 15, 2013

C. Approval of Council Liaison Assignments for Fiscal Year 2013/2014

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

**MOTION** carried, 7-0.

## **B. Fiscal Year 2012/2013 Financial Update through April 2013**

Councilmember Hornat inquired as to what the federal grant money would have been used for if the grant was funded.

Ms. Lemos said that the grant funding would have been used to purchase transit vehicles.

Councilmember Hornat inquired about the state shared revenue collections.

Ms. Lemos said that the State Department of Revenue had overestimated state shared revenues.

Councilmember Hornat asked what portion of the construction sales tax would go to the Highway Fund.

Ms. Lemos responded that 38% of construction sales taxes went to the Highway Fund per Council policy set by resolution.

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

**MOTION** carried, 7-0.

## **D. Cancellation of the July 17, 2013 Regular Town Council Meeting**

Discussion ensued amongst Council regarding the cancellation of the July 17, 2013 regular Town Council meeting.

**MOTION:** A motion was made by Councilmember Hornat and seconded by Councilmember Zinkin to approve the cancellation of the July 17, 2013 regular Town Council meeting.

**MOTION** carried, 7-0.

## **E. Request for approval of a Final Plat for the Rancho de Plata residential subdivision, located on the west side of La Cholla Boulevard, south of Tangerine Road**

Councilmember Zinkin asked if there was an error in the notes on the plat since the general notes indicated that the total miles of private street was 0.46 miles but the plat had not indicated any private street.

Development and Infrastructure Services Director Paul Keesler said that the note was in error but it had been corrected to say public street.

**MOTION:** A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to approve the Final Plat with the amended General Notes for the Rancho de Plata residential subdivision, located on the west side of La Cholla Boulevard, south of Tangerine Road.

**MOTION** carried, 7-0.

## **REGULAR AGENDA**

### **1. DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF TO INITIATE A CHANGE TO THE REPORTING STRUCTURE OF THE CHIEF OF POLICE FROM REPORTING TO COUNCIL TO REPORTING TO THE TOWN MANAGER**

Town Attorney Kelly Schwab gave an overview of item #1.

Council discussed the proposed change.

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to keep the current reporting structure for the Chief of Police.

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

### **2. DISCUSSION AND POSSIBLE ACTION TO INITIATE A ZONING CODE AMENDMENT RELATED TO PROVISIONS FOR ASSISTED LIVING INCLUDING MEMORY CARE, SKILLED NURSING AND SENIOR CARE**

Principal Planner Chad Daines gave an overview of item #2.

The following individual spoke on item #2.

Oro Valley resident Gil Alexander

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Burns to initiate an amendment to the Oro Valley Zoning Code Revised to add, update and clarify provisions related to adult and senior care including skilled nursing, memory care and related types of services and facilities.

**MOTION** carried, 7-0.

## **FUTURE AGENDA ITEMS**

Councilmember Zinkin requested a future agenda item regarding definitions pertaining to automobiles, trucks and appropriate uses thereof, seconded by Councilmember Garner.

**CALL TO AUDIENCE**

Oro Valley resident Bill Adler was concerned with the level of awareness with regard to what the Town does and urged Council to explain their justifications for their decisions in order to allow the public the opportunity to understand their actions.

**ADJOURNMENT**

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 7:33 p.m.

**MOTION** carried, 7-0.

Prepared by:

\_\_\_\_\_  
Michael Standish, CMC  
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 19<sup>th</sup> 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

**MINUTES  
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**

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

**ROLL CALL**

**PRESENT:**

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

**EXCUSED:**

Bill Garner, Councilmember

**PLEDGE OF ALLEGIANCE**

Mayor Hiremath led the audience in the Pledge of Allegiance.

**UPCOMING MEETING ANNOUNCEMENTS**

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

**COUNCIL REPORTS**

Councilmember Snider attended the Amphitheater School Board meeting on July 2nd and reported on the Oro Valley Police Department's School Resource Officer (SRO) Program.

Councilmember Hornat attended an Economic Development Luncheon in Nogales, AZ with Vice Mayor Waters at which they discussed commerce, trade, border security and customs.

## **DEPARTMENT REPORTS**

No reports were received.

## **ORDER OF BUSINESS**

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

## **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**

Oro Valley resident and Oro Valley Police Officer Zachary Young voiced his concerns regarding previous statements made by certain Councilmembers about the Oro Valley Police department budget and reporting procedures.

Oro Valley resident and Oro Valley Police Officer Sarah Leiner spoke regarding statements made previously by certain Councilmembers pertaining to different issues directed at the Oro Valley Police department and employee benefits.

Oro Valley resident and President of the Oro Valley Police Officers Association Marshall Morris spoke on concerns he had regarding previous statements made by certain Councilmembers directed towards the Oro Valley Police department.

## **PRESENTATIONS**

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

Mary Davis, Sr. Director of Business Development & Marketing for the Tucson Airport Authority spoke on the following topics:

- Securing non-stop service to Portland using Alaska Air from TIA
- TIA regional land use plan
- TIA solar plan
- TIA community survey

## **CONSENT AGENDA**

Councilmember Zinkin requested that items (C) and (E) be removed from the Consent Agenda for discussion.

- A. Minutes - June 12, 2013
- B. Fiscal Year 2012/2013 Financial Update through May 2013
- 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
- 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

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

**MOTION** carried, 6-0.

- 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 Canada Drive**

Councilmember Zinkin was concerned with possible cost overrides and whether the Town would be responsible for any overrides.

Development and Infrastructure Services Director Paul Keesler stated that the Town would not be responsible for any overrides that were not requested by the Town.

**MOTION:** A motion was made by Councilmember Zinkin and seconded by Councilmember Hornat to approve 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 Canada Drive.

**MOTION** carried, 6-0.

- 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**

Councilmember Zinkin asked if the additional 800 acres would remain as State Trust Land.

Town Manager Greg Caton stated that the 800 acres would remain as open space preservation land.

**MOTION:** A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters 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.

**MOTION** carried, 6-0.

## **REGULAR AGENDA**

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

Principal Planner Chad Daines gave an overview of item # 1.

The following individuals spoke on item #1:

Oro Valley resident Donald Bristow  
Oro Valley resident Bill Adler

Council discussed the Planning Work Plan for FY 13/14 and 14/15.

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to approve the Planning Work Plan for FY 13/14 and FY 14/15.

**MOTION** carried, 6-0.

### **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**

Mr. Daines gave an overview of the conceptual site plan.

Kevin Hall with Cypress Civil Development, spoke on the proposed conceptual site plan.

The following individual spoke on the proposed conceptual site plan:

Oro Valley resident Bill Adler

Mr. Ross Rulney, developer, spoke on the proposed conceptual site plan.

**MOTION:** A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve the Conceptual Site Plan for the El Corredor commercial and multi-family residential development.

**MOTION** carried, 6-0.

Mr. Daines spoke regarding the conceptual architecture plan.

The following individual spoke on the proposed conceptual architecture plan:

Oro Valley resident George Coutts

Mr. Ross Rulney, developer, spoke on the issues raised by Council regarding the architecture of the buildings.

**MOTION:** A motion was made by Councilmember Hornat and seconded by Mayor Hiremath to approve the Conceptual Architecture for the El Corredor multi-family residential development, subject to the conditions in Attachment 1, to include the following amendment to condition #2: Provide awnings or other energy efficient measures approved by the Planning and Zoning Administrator on all west and southwest facing facades, finding that the Conceptual Architecture meets applicable Design Principles and Standards.

Attachment 1  
Conditions of Approval  
Conceptual Architecture  
OV1213-14  
July 3, 2013, Town Council

## 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 energy efficient measures approved by the Planning and Zoning Administrator on all west and southwest facing 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.

**MOTION** carried, 6-0.

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

Town Attorney Kelley Schwab gave an overview of item #3 and explained that there was no need for a Mayor Pro Tempore during July 11th and 12th, 2013 since either the Mayor or Vice Mayor would be accessible by phone and/or email. Ms. Schwab recommended that the policy be updated to incorporate the use of modern technology.

No action was taken on item #3.

### **FUTURE AGENDA ITEMS**

Councilmember Snider requested a study session to be held in the fall of 2013 regarding community policing, seconded by Vice Mayor Waters.

### **CALL TO AUDIENCE**

Oro Valley resident John Musolf was concerned with alleged past instances in which a Councilmember had received donations or campaign contributions from developers and then voted on those developers items.

Oro Valley resident and President of the Oro Valley Police Officers Association Marshall Morris spoke on a proposed future agenda item concerning outside employment and indemnification.

### **ADJOURNMENT**

**MOTION:** A motion was made by Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 8:17 p.m.

**MOTION** carried, 6-0.

Prepared by:

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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 3<sup>rd</sup> day of July 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

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Julie K. Bower, MMC  
Town Clerk

DRAFT



## Town Council Regular Session

Item # **B.**

**Meeting Date:** 09/04/2013

**Requested by:** Stacey Lemos

**Submitted By:** Wendy Gomez, Finance

**Department:** Finance

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### Information

#### **SUBJECT:**

Fiscal Year 2012/13 Financial Update Through June 2013 (Year-End)

#### **RECOMMENDATION:**

For informational purposes only.

#### **EXECUTIVE SUMMARY:**

Attached hereto are the preliminary, unaudited year-end 2012/13 financial reports for the General Fund, Highway Fund and Bed Tax Fund through June 2013.

In the **General Fund**, total actual revenues for the year came in over budget by \$1,455,276, or 5.5%. Expenditures for the year were under budget by \$1.1 million, or 4.2%. Amounts transferred into the General Fund from the Bed Tax Fund to cover increased Aquatics operating costs totaled \$106,629, and amounts transferred out of the General Fund totaled \$1,345,324, comprised of \$910,000 to the Aquatic Center Project Fund, \$300,000 to the Benefit Self Insurance Fund and \$135,324 to the Municipal Debt Service Fund. Overall, the General Fund ended the year with a surplus, or increase in fund balance, of \$1,735,456. The estimated year-end fund balance in the General Fund is \$13.1 million.

In the **Highway Fund**, total actual revenues for the year came in over budget by \$574,111, or 17.2%. Expenditures for the year were under budget by almost \$250,000, or 6.8%. Overall, the Highway Fund ended the year with an increase in fund balance of \$500,335. The estimated year-end fund balance in the Highway Fund is \$3.5 million.

In the **Bed Tax Fund**, total actual revenues for the year came in over budget by \$14,289, or 1.8%. Expenditures for the year were under budget by \$102,153, or 21.7%. Transfers out of the Bed Tax Fund to the General Fund and to the Aquatic Center Project Fund totaled almost \$407,000. Overall, the Bed Tax Fund ended the year with an increase in fund balance of \$26,000. The estimated year-end fund balance in the Bed Tax Fund is \$649,052.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### **GENERAL FUND RECAP**

General Fund actual revenues totaled \$28,135,868 for the fiscal year, compared with a budget amount of \$26,680,592. The overage was due primarily to Local Sales Taxes (specifically the construction sales tax category) and License & Permit revenues due to increased development activity seen during the fiscal year. Federal Grants and State Shared Revenues came in under budget, as did reimbursement revenues from the Pima County Library District, due to Library operations & maintenance (O&M) savings. Overall, General Fund revenue collections came in 5.5% over the adopted budget amount. Additional

information regarding local sales tax collections for the year is provided below:

- Retail tax collections totaled almost \$5.2 million for the fiscal year, up 4.6%, or \$228,000, over last fiscal year.
- Restaurant and bar tax collections totaled just over \$1.0 million for the fiscal year, down 4.3%, or \$45,000, from last fiscal year.
- Total construction tax collections, which is allocated between the General Fund and Highway Fund, totaled almost \$2.9 million for the fiscal year. These collections are up 58%, or \$1,060,000, over last fiscal year.
- Utility tax collections totaled \$2.8 million for the fiscal year, up 17%, or \$400,000 over last fiscal year due to the increase in the tax rate in this category.

General Fund fiscal year expenditures totaled \$25,161,717, or \$1.1 million under the budgeted amount of \$26,264,991.

Vacancy savings for the year totaled \$313,000.

Departmental O&M savings totaled approximately \$95,000. A significant portion of the O&M savings is attributed to the Library as it transitioned from an affiliate status to branch status managed by the Pima County Library District.

Capital budget savings were \$364,000, of which \$300,000 reflects capacity budgeted for a Transit grant that was not utilized.

Savings of \$100,000 are attributable to Parks & Recreation grant capacity that was not utilized.

Savings of \$140,000 are attributable to Conservation & Sustainability program grant capacity that was not utilized. The grant revenues categories also reflect corresponding reductions in these amounts.

The Council-designated reserve amount of \$197,000 was not spent in FY 12/13 and has been rolled over to FY 13/14.

It is anticipated that the \$2.1 million Council-approved use of contingency for undergrounding of Tucson Electric Power lines will occur in FY 13/14, as opposed to FY 12/13.

## **HIGHWAY FUND RECAP**

The largest revenue source in the Highway Fund, Highway User Revenue Fund (HURF) gas taxes, totaled \$2,648,329, or approximately \$168,000 over the budgeted amount of \$2,480,005. Expenditures in the Highway Fund came in under budget by nearly \$250,000, or 6.8%. Pavement preservation program spending came in at \$976,000, just under the adopted budget amount of \$1.0 million.

## **BED TAX FUND RECAP**

Bed tax collections for the fiscal year totaled \$788,796, down approximately \$6,000, or 0.8%, from last year. Vacancy and O&M savings totaled \$102,000. The budget included a \$195,000 transfer of bed tax funds to cover debt service on the bonds issued to fund the Aquatic Center expansion, as well as the increased operating costs as a result of the expansion. Of this amount, only \$106,629 was actually needed as a transfer to cover these costs. Transfers out of the Bed Tax Fund also included the additional \$300,000 authorized by the Town Council at the June 20, 2012, Council meeting for construction of the expanded Aquatic Center.

Please see **Attachment A** for additional details on the General Fund and **Attachments B** and **C** for additional details on the Highway Fund and Bed Tax Fund. Please see **Attachment D** for annual vacancy savings and **Attachment E** for a consolidated summary of all Town funds.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

N/A

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**Attachments**

Attachment A - Gen Fund

Attachment B - HW Fund

Attachment C - Bed Tax Fund

Attachment D - Vacancy Savings Report

Attachment E - Summary All Funds

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**General Fund**

% Budget Completion through June --- 100.0%

	Actuals thru 6/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
<b>REVENUES:</b>						
LOCAL SALES TAX	13,253,255	12,327,995	107.5%	13,253,255	925,260	7.5%
LICENSES & PERMITS	1,745,974	936,469	186.4%	1,745,974	809,505	86.4%
FEDERAL GRANTS	599,050	983,000	60.9%	599,050	(383,950)	-39.1%
STATE GRANTS	1,068,962	1,014,042	105.4%	1,068,962	54,920	5.4%
STATE/COUNTY SHARED	9,048,366	9,175,117	98.6%	9,048,366	(126,751)	-1.4%
OTHER INTERGOVERNMENTAL	403,969	613,413	65.9%	403,969	(209,444)	-34.1%
CHARGES FOR SERVICES	1,421,905	1,217,556	116.8%	1,421,905	204,349	16.8%
FINES	180,875	190,000	95.2%	180,875	(9,125)	-4.8%
INTEREST INCOME	205,633	89,000	231.0%	205,633	116,633	131.0%
MISCELLANEOUS	207,879	134,000	155.1%	207,879	73,879	55.1%
<b>TOTAL REVENUES</b>	<b>28,135,868</b>	<b>26,680,592</b>	<b>105.5%</b>	<b>28,135,868</b>	<b>1,455,276</b>	<b>5.5%</b>

	Actuals thru 6/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
<b>EXPENDITURES:</b>						
COUNCIL	205,235	224,618	91.4%	205,235	(19,383)	-8.6%
CLERK	311,414	322,779	96.5%	311,414	(11,365)	-3.5%
MANAGER	633,099	728,645	86.9%	633,099	(95,546)	-13.1%
HUMAN RESOURCES	441,266	496,156	88.9%	441,266	(54,890)	-11.1%
FINANCE	690,728	744,111	92.8%	690,728	(53,383)	-7.2%
INFORMATION TECHNOLOGY	1,200,714	1,213,633	98.9%	1,200,714	(12,919)	-1.1%
GENERAL ADMINISTRATION	1,844,713	1,859,094	99.2%	1,844,713	(14,381)	-0.8%
<i>TEP undergrounding</i>	-	-	0.0%	-	-	0.0%
LEGAL	679,406	816,559	83.2%	679,406	(137,153)	-16.8%
COURT	693,007	757,629	91.5%	693,007	(64,622)	-8.5%
DEV & INFRASTRUCTURE SVCS	3,436,220	3,803,751	90.3%	3,436,220	(367,531)	-9.7%
PARKS, REC, LIBRARY, & CULT RSCS	2,494,810	2,630,112	94.9%	2,494,810	(135,302)	-5.1%
POLICE	12,531,108	12,667,904	98.9%	12,531,108	(136,796)	-1.1%
<b>TOTAL EXPENDITURES</b>	<b>25,161,717</b>	<b>26,264,991</b>	<b>95.8%</b>	<b>25,161,717</b>	<b>(1,103,274)</b>	<b>-4.2%</b>

<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>2,974,151</b>	<b>415,601</b>		<b>2,974,151</b>	<b>2,558,550</b>	
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<b>TRANSFERS IN</b>						
Bed Tax Fund - Gen Fund Allocation	106,629	176,747	60.3%	106,629	(70,118)	-39.7%
<b>TRANSFERS OUT</b>						
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%
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(1,238,695)</b>	<b>(868,577)</b>	<b>142.6%</b>	<b>(1,238,695)</b>	<b>(370,118)</b>	<b>42.6%</b>

<b>CHANGE IN FUND BALANCE</b>	<b>1,735,456</b>	<b>(452,976)</b>		<b>1,735,456</b>	<b>2,188,432</b>	
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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	-	
<b>TOTAL BEGINNING FUND BALANCE</b>		<b>11,401,649</b>		<b>11,401,649</b>		

**ENDING FUND BALANCE \*\***

Assigned - Comp. Absences & Unemploy Resrv		1,608,035		1,608,035	-	
Unassigned		9,340,638		11,529,070	2,188,432	
<b>TOTAL ENDING FUND BALANCE **</b>		<b>10,948,673</b>		<b>13,137,105</b>	<b>2,188,432</b>	

\* 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 June --- 100.0%

	Actuals thru 6/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
<b>REVENUES:</b>						
LOCAL SALES TAX	738,492	316,890	233.0%	738,492	421,602	133.0%
LICENSES & PERMITS	67,973	43,000	158.1%	67,973	24,973	58.1%
STATE GRANTS	194,392	260,000	74.8%	194,392	(65,608)	-25.2%
STATE/COUNTY SHARED CHARGES FOR SERVICES	2,648,329	2,480,005	106.8%	2,648,329	168,324	6.8%
INTEREST INCOME	229,493	229,493	100.0%	229,493	-	0.0%
MISCELLANEOUS	25,006	7,000	357.2%	25,006	18,006	257.2%
	16,813	10,000	168.1%	16,813	6,813	68.1%
<b>TOTAL REVENUES</b>	<b>3,920,499</b>	<b>3,346,388</b>	<b>117.2%</b>	<b>3,920,499</b>	<b>574,111</b>	<b>17.2%</b>

	Actuals thru 6/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
<b>EXPENDITURES:</b>						
ADMINISTRATION	577,985	621,498	93.0%	577,985	(43,513)	-7.0%
TRANSPORTATION ENGINEERING	1,528,549	1,616,873	94.5%	1,528,549	(88,324)	-5.5%
PAVEMENT MANAGEMENT	102,080	102,051	100.0%	102,080	29	0.0%
STREET MAINTENANCE	787,067	784,005	100.4%	787,067	3,062	0.4%
TRAFFIC ENGINEERING	424,483	545,402	77.8%	424,483	(120,919)	-22.2%
<b>TOTAL EXPENDITURES</b>	<b>3,420,164</b>	<b>3,669,829</b>	<b>93.2%</b>	<b>3,420,164</b>	<b>(249,665)</b>	<b>-6.8%</b>

<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>500,335</b>	<b>(323,441)</b>		<b>500,335</b>	<b>823,776</b>	
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<b>TRANSFERS IN</b>	-	-	0.0%	-	-	0.0%
<b>TRANSFERS OUT</b>	-	-	0.0%	-	-	0.0%
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>

<b>CHANGE IN FUND BALANCE</b>	<b>500,335</b>	<b>(323,441)</b>		<b>500,335</b>	<b>823,776</b>	
<b>BEGINNING FUND BALANCE</b>						
<i>Restricted</i>		<u>3,017,431</u>		<u>3,017,431</u>	<u>-</u>	
<b>TOTAL BEGINNING FUND BALANCE</b>		<b>3,017,431</b>		<b>3,017,431</b>	<b>-</b>	
<b>ENDING FUND BALANCE **</b>						
<i>Restricted</i>		<u>2,693,990</u>		<u>3,517,766</u>	<u>823,776</u>	
<b>TOTAL ENDING FUND BALANCE **</b>		<b>2,693,990</b>		<b>3,517,766</b>	<b>823,776</b>	

\* 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 June --- 100.0%

	Actuals thru 6/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
<b>REVENUES:</b>						
BED TAXES	788,796	782,283	100.8%	788,796	6,513	0.8%
INTEREST INCOME	3,476	5,700	61.0%	3,476	(2,224)	-39.0%
MISCELLANEOUS	10,000	-	0.0%	10,000	10,000	0.0%
<b>TOTAL REVENUES</b>	<b>802,272</b>	<b>787,983</b>	<b>101.8%</b>	<b>802,272</b>	<b>14,289</b>	<b>1.8%</b>

	Actuals thru 6/2013	Budget	% Actuals to Budget	Year End Estimate *	YE \$ Variance to Budget	YE % Variance to Budget
<b>EXPENDITURES:</b>						
ECONOMIC DEVELOPMENT	369,509	471,662	78.3%	369,509	(102,153)	-21.7%
<b>TOTAL EXPENDITURES</b>	<b>369,509</b>	<b>471,662</b>	<b>78.3%</b>	<b>369,509</b>	<b>(102,153)</b>	<b>-21.7%</b>

**EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES**                      **432,763**      **316,321**                      **432,763**      **116,442**

<b>TRANSFERS IN</b>	-	-	0.0%	-	-	0.0%
<b>TRANSFERS OUT</b>						
General Fund/Debt Svc Transfer	(106,629)	(194,810)	54.7%	(106,629)	88,181	-45.3%
Aquatics Center Project Fund	(300,000)	(300,000)	100.0%	(300,000)	-	0.0%
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>(406,629)</b>	<b>(494,810)</b>	<b>82.2%</b>	<b>(406,629)</b>	<b>88,181</b>	<b>-17.8%</b>

**CHANGE IN FUND BALANCE**                                      **26,134**      **(178,489)**                                      **26,134**      **204,623**

**BEGINNING FUND BALANCE**  
*Committed*    622,918    622,918      -  
**TOTAL BEGINNING FUND BALANCE**                                      **622,918**                                      **622,918**      **-**

**ENDING FUND BALANCE \*\***  
*Committed*    444,429    649,052      204,623  
**TOTAL ENDING FUND BALANCE \*\***                                      **444,429**                                      **649,052**      **204,623**

\* Year-end estimates are subject to further revision  
 \*\* Ending Fund balance amounts are estimates and are subject to further revision

<b>FY 12/13 Town Vacancy Report as of June 30, 2013</b>		
<b>Fund</b>	<b>Vacant FTEs</b>	<b>Estimated FY 12/13 Savings</b>
General Fund	2.00	313,209
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 JUNE, 2013**

**ATTACHMENT E**

<b>Fund</b>	<b>Actual FY 12/13 Begin Bal.</b>	<b>Revenue</b>	<b>Other Fin Sources/Tfrs</b>	<b>Total In</b>	<b>Capital Leases/ Transfer Out</b>	<b>Personnel</b>	<b>O&amp;M</b>	<b>Capital</b>	<b>Contingency</b>	<b>Debt Service</b>	<b>Total Out</b>	<b>Left in Accounts Thru June 2013</b>
General Fund - Unassigned	9,793,614	28,135,868	106,629	28,242,497	1,354,501	19,324,544	5,253,146	544,630	30,219	-	26,507,041	11,529,070
General Fund - Assigned	1,608,035											1,608,035
Highway Fund - Restricted	3,017,431	3,920,499	-	3,920,499	-	1,806,741	633,478	979,945	-	-	3,420,164	3,517,766
Seizure & Forfeiture - State	464,183	121,785	-	121,785	-	114	61,004	30,014	-	-	91,132	494,837
Seizure & Forfeiture - Justice	593,904	200,917	-	200,917	-	27,870	37,634	209,665	-	-	275,168	519,653
Bed Tax Fund - Committed	622,918	802,272	-	802,272	194,199	175,310	406,629	-	-	-	776,138	649,052
Impound Fee Fund	-	34,050	-	34,050	-	34,050	-	-	-	-	34,050	-
Municipal Debt Service Fund	1,164,733	173,799	137,643	311,442	-	-	7,400	693,861	-	-	701,261	774,914
Oracle Road Debt Service Fund	3,592	365,935	-	365,935	-	-	1,800	367,578	-	-	369,378	149
Alternative Water Resources Dev Impact Fee Fund	1,735,163	3,853,932	-	3,853,932	100,000	-	356,290	44,140	-	492,408	992,837	4,596,258
Potable Water System Dev Impact Fee Fund	3,379,205	707,122	-	707,122	-	-	-	-	-	112,455	112,455	3,973,872
Townwide Roadway Development Impact Fee Fund	2,228,996	3,536,616	-	3,536,616	-	-	12,067	4,292,109	-	-	4,304,175	1,461,437
Parks & Recreation Impact Fee Fund	112,053	172,223	-	172,223	-	-	12,067	90,099	-	-	102,166	182,110
Library Impact Fee Fund	110,192	4,606	-	4,606	-	-	-	-	-	-	-	114,798
Police Impact Fee Fund	102,329	91,861	-	91,861	-	-	12,067	82,645	-	-	94,712	99,478
General Government Impact Fee Fund	119,993	3,402	-	3,402	-	-	-	95,001	27,107	-	122,108	1,288
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	4,542,690	-	-	4,542,923	66,639
Water Utility	10,002,917	12,300,478	100,000	12,400,478	2,319	2,517,625	5,234,706	2,989,948	-	1,334,174	12,078,772	10,324,623
Stormwater Utility	539,948	826,738	-	826,738	95,512	290,253	569,415	75,573	-	-	1,030,752	335,934
Fleet Fund	-	638,787	-	638,787	-	81,593	557,194	-	-	-	638,787	-
Benefit Self Insurance Fund	-	2,157,847	300,000	2,457,847	-	-	1,803,311	-	-	-	1,803,311	654,536
Recreation In-Lieu Fee Fund	155,830	-	-	-	-	-	-	149,641	-	-	149,641	6,190
<b>Total</b>	<b>39,136,190</b>	<b>58,075,967</b>	<b>2,104,272</b>	<b>60,180,239</b>	<b>1,996,531</b>	<b>24,258,100</b>	<b>14,958,440</b>	<b>15,187,537</b>	<b>57,327</b>	<b>1,939,036</b>	<b>58,396,971</b>	<b>40,919,457</b>



**Town Council Regular Session**

**Item # C.**

**Meeting Date:** 09/04/2013

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

**Department:** Town Manager's Office

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**Information**

**SUBJECT:**

Greater Oro Valley Chamber of Commerce Quarterly Report: April 1, 2013 - June 30, 2013

**RECOMMENDATION:**

This report is for information only.

**EXECUTIVE SUMMARY:**

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

**BACKGROUND OR DETAILED INFORMATION:**

N/A

**FISCAL IMPACT:**

The FY 2012/13 FPA between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce is \$25,000.

**SUGGESTED MOTION:**

N/A

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**Attachments**

Chamber FPA

Chamber 4th Quarter Report

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**RESOLUTION NO. (R)12-26**

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

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

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

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

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

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

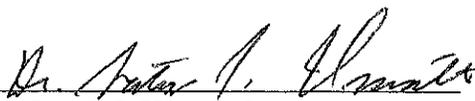
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

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

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

**TOWN OF ORO VALLEY**

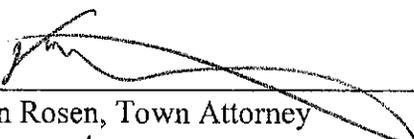
  
\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Julie K. Bower, Town Clerk

Date: 5/21/12

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Tobin Rosen, Town Attorney

Date: 5/16/12

# EXHIBIT "A"

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

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

**WITNESSETH**

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

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

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

**Section 1: Statement of Purpose**

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

**Section 2: Services to be Performed by Agency**

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

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

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

### **Section 3: Services to be Provided by the Town**

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

### **Section 4: Responsibility for Open Records**

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

### **Section 5: Evaluation Criteria and Reporting**

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

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

### **Section 6: Accountability**

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

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

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

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

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

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

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

### **Section 7: Matching Grants**

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

### **Section 8: Nondiscrimination**

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

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

**Section 9: Sub-recipient Funding Agreements**

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

**Section 10: Term of Agreement**

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

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

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

**Section 11: Payment Withholding, Reduction, or Termination**

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

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

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

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

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

### **Section 12: Termination of Agreement**

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

### **Section 13: Method of Payment**

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

### **Section 14: Indemnification**

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

### **Section 15: Independent Contractor**

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

### **Section 16: Insurance**

Agency agrees to:

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

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

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

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

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

**Section 17. Use of the Town Logo**

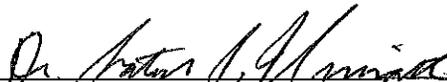
The Town Logo shall be used for the recognition of the Town's contribution to Agency only.

**Section 18: Conflict of Interest**

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

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

**TOWN OF ORO VALLEY**, a municipal corporation

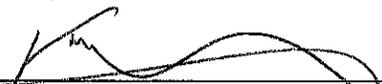
  
 Dr. Satish I. Hiremath, as Mayor  
 and not personally

**ATTEST:**

  
 Julie K. Bower, as Town Clerk  
 and not personally

Date: 5/21/12

**APPROVED AS TO FORM:**

  
 Tobin Rosen, as Town Attorney  
 and not personally

Date: 5/16/12

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

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

David P. Perry  
Agency Representative  
and not personally

Title President / CEO

State of Arizona     )  
                                  ) ss.

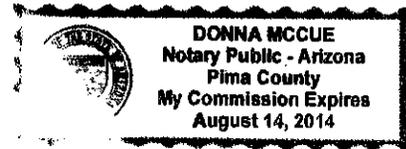
County of             )

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

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

[Signature]  
Notary

My Commission Expires: August 14, 2014





**QUARTERLY PROGRESS REPORT**

April 2013 through June 2013

Submitted To: Amanda Jacobs, Economic Development Manager

By: Dave Perry, President/CEO

In accordance with Resolution No. (R) 12-26

**A. Tourism, Visitors Services and General Information**

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

Category	April 2013	May 2013	June 2013	Total
1. Business Retention Site Visits	2	3	2	7
2. OV Dollars Distribution	2	20	26	48
3. Ribbon Cuttings	2	1	0	3
4. Chamber breakfasts, luncheons and mixers	1	8	3	12
5. Relocation Packages	22	16	10	48
6. Educational Forums	0	0	2	2

1. The Chamber President and staff attended Business Retention Site Visits with the following businesses: Ideal Rehabilitation, Carrabba’s, Pusch Ridge Apartment Homes, Vistoso Drug, Personal Training Institute, B2 Salon and My Gym Children’s Fitness Center
2. OV Dollars: The Chamber is responsible for activating and distributing 5 OV Dollars cards per quarter. This quarter the 48 cards sold totaled \$10,505. From May 1 – July 1, the Chamber provided a \$10 incentive to residents and visitors who purchased \$100 OV Dollars from the Greater Oro Valley Chamber of Commerce office. The Chamber’s total expense for the incentive was \$945.
3. Ribbon Cuttings were held for Vistoso Drug, Ala Buzz Café and GMG Chinese Bistro.
4. 12 Town officials took advantage of the free Chamber breakfasts, luncheons and mixers.
5. 48 relocation packages were distributed in the third quarter. Additionally, 50 Shop OV Bags were distributed.
6. Educational forums were held on June 20 and June 25. Amanda Jacobs presented on the Shop Oro Valley Campaign and OV Dollars on June 20. On June 25, Amanda Jacobs presented an update on Oro Valley’s brand, *It’s in Our Nature*.

## Additional Information

- Per the Financial Participation Agreement (FPA), the Chamber will create a Shop Oro Valley Coupon Book that will be distributed by the fourth quarter. The final draft of the Shop Oro Valley Coupon Book will be coordinated between the Chamber President/CEO and the Economic Development Manager.
  - The Coupon Book was distributed in June by the Arizona Daily Star with the following distribution:
    - 24,000 inserted into its Buyer's Edge product within Oro Valley zip codes
    - 14,000 within Daily Star home delivery newspapers within the zip codes
    - 5,000 into the June edition of the SaddleBag Notes in SaddleBrooke
    - 5,000 through the Chamber and participating Shop OV merchants



**Town Council Regular Session**

**Item # D.**

**Meeting Date:** 09/04/2013

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

**Department:** Town Manager's Office

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**Information**

**SUBJECT:**

Visit Tucson Quarterly Report: April 1, 2013 - June 30, 2013

**RECOMMENDATION:**

This report is for information only.

**EXECUTIVE SUMMARY:**

The 2012/13 Financial Participation Agreement (FPA) between the Town of Oro Valley and Visit Tucson (formerly known as the Metropolitan Tucson Convention and Visitors Bureau) stipulates that a quarterly report be compiled by Visit Tucson and submitted to the Economic Development Division and Council. The enclosed report satisfies the FPA requirement for the fourth quarter of FY 2012/13.

**BACKGROUND OR DETAILED INFORMATION:**

N/A

**FISCAL IMPACT:**

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

**SUGGESTED MOTION:**

N/A

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**Attachments**

MTCVB FPA

Visit Tucson 4th Quarter Report

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**RESOLUTION NO. (R)12-37**

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

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

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

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

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

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

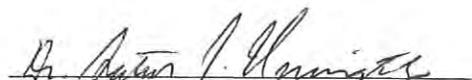
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Oro Valley, Arizona, that:

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

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

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

**TOWN OF ORO VALLEY**

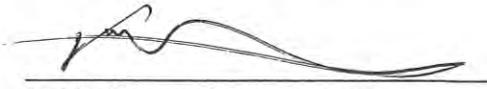
  
Dr. Satish I. Hiremath, Mayor

ATTEST:

  
\_\_\_\_\_  
Julie K. Bower, Town Clerk

Date: 6/21/12

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tobin Rosen, Town Attorney

Date: 6/20/12

# EXHIBIT “A”

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

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

**WITNESSETH**

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

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

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

**Section 1. Definitions**

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

**Section 2. Statement of Purpose**

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

**Section 3. Services to be Performed by Agency**

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

# Town of Oro Valley FINANCIAL PARTICIPATION AGREEMENT

## Convention Sales

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

## Convention Services

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

## Travel Industry Sales

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

## Communications

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

## Marketing

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

## General Support

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

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

### **Section 4. Services to be Provided by the Town**

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

### **Section 5. Responsibility for Open Records**

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

### **Section 6. Evaluation Criteria and Reporting**

- A. Agency agrees to submit to the Town, through the Economic Development Division, quarterly reports addressing the progress of the Agency in achieving its performance measures listed in Section 2. Reports shall be submitted to the Economic Development Manager within thirty (30) working days of the end of the calendar quarter.
- B. Agency agrees to review and present such quarterly reports to the Town Council in open meetings on an "as requested" basis.

### **Section 7. Accountability**

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

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

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

### **Section 8. Matching Grants**

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

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

### **Section 9. Nondiscrimination**

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

### **Section 10. Sub-recipient Funding Agreements**

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

### **Section 11. Term of Agreement**

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

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

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

### **Section 12. Payment Withholding, Reduction, or Termination**

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

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

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

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

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

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

### **Section 13. Termination of Agreement**

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

### **Section 14. Method of Payment**

- A. The parties have agreed that Agency will receive from the Town an amount not to exceed \$74,970 for FY2012-13. The Agency will receive an amount not to exceed \$120,000 for FY2013-14 and an amount not to exceed \$175,000 for FY2014-15. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2012. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

### **Section 15. Indemnification**

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

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

**Section 16. Insurance**

Agency agrees to:

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

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

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

**Section 17. Use of the Town Logo**

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

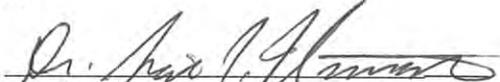
**Section 18. Conflict of Interest**

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

**Town of Oro Valley**  
**FINANCIAL PARTICIPATION AGREEMENT**

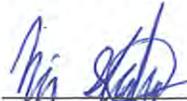
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**TOWN OF ORO VALLEY**, a municipal corporation

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

**ATTEST:**

**APPROVED AS TO FORM:**

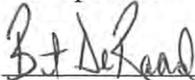
  
deputy clerk FOR  
Julie K. Bower, as Town Clerk  
and not personally

  
Tobin Rosen, as Town Attorney  
and not personally

Date: 7/2/12

Date: 7/2/12

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

  
Agency Representative  
and not personally

Title President & CEO

State of Arizona    )  
                                  ) ss.

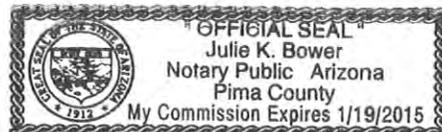
County of PIMA )

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

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

  
Notary

My Commission Expires: 1/19/2015





**QUARTERLY PROGRESS REPORT**

April 2013 through June 2013

Submitted To: Amanda Jacobs, Economic Development Manager

By: Brent DeRaad, President/CEO

In accordance with Resolution No. (R) 12-37

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

We at Visit Tucson are proud to have delivered such a strong return on the Town of Oro Valley's investment in our organization in 2012-13. Hilton El Conquistador staff was able to book 34 future meetings during the past year from the leads we generated and distributed. These meetings equate to 17,533 future room nights and \$5.6 million in economic impact.

Ongoing focuses for Visit Tucson will be attracting meetings to Hilton El Conquistador, bringing competitions to the Oro Valley Aquatic Center, endurance events to the Town and marketing attractions, including Tohono Chul Park.

Visit Tucson's marketing inquiries generated and unique visitors to its website were slightly lower than targeted due to reallocating part of its marketing budget in 2012-13 to a destination branding campaign. Visit Tucson's marketing effectiveness will increase in 2013-14 due to the research we conducted in 2012-13 to discover which Tucson/southern Arizona attributes are most appealing to visitors, along with the region's top feeder markets and zip codes within those feeder markets that deliver the most visitors to the region.

Key Measures of Performance	Adopted FY 2013	Current Quarter	Year-to-Date	FYTD 2011-12
<b>1. Convention Sales</b>				
Sales Leads	275	65	304	351
Site Inspections	35	19	43	50
Future Bookings	12	10	34	12
Room Nights of Future Bookings	6,000	4,414	17,533	4,559
<b>2. Convention Services</b>				
Meetings/Conventions Serviced	25	9	31	39
<b>3. Travel Industry Sales</b>				
Leads/Services	35	3	35	40
Promote to Targeted Tour Operator Clients	500	159	1,323	1,354
Impressions Via Tour Operator Catalogs	600,000	175,800	2,183,400	1,629,100
<b>4. Communications</b>				
Travel Articles	31	19	54	31
Readers/Viewers through Editorial Placements	750,000	3,278,393	**55,562,259	595,618
Publicity Value	\$20,000	\$66,029	\$84,119	\$27,680

Key Measures of Performance	Adopted FY 2013	Current Quarter	Year-to-Date	FYTD 2011-12
<b>5. Marketing</b>				
Generate Inquiries from Primary Markets	75,000	12,866	70,142	87,887
Unique Visitors to MTCVB Website	1.25M	224,236	1,143,299	1,229,682
Unique Visitors to Oro Valley via MTCVB Website	10,000	1,745	11,288	17,701

\*\*Total impressions include unique visitors to websites where stories appeared online, including social media sites.

1. Sales staff booked 10 meetings into the Oro Valley area during April-June representing 4,414 room nights for an estimated economic impact (EEI) of \$1,564,235.
2. Visit Tucson Convention Services staff assisted nine groups at Oro Valley properties during the 4<sup>th</sup> quarter including The Arizona Optometric Association, Flowserve and the Independent Marketing Alliance. Of particular note was the American Society of Brewing Chemists Meeting, with approximately 300 attendees. Staff provided attendees with a collection of articles on the rich array of local brewpubs as they appeared in Caliente and other sections of the Arizona Daily Star. Businesses participating in Visit Tucson’s welcome program utilized welcome signs & buttons.

Another group, the National Association of Miniature Enthusiasts received advance promotional materials from Visit Tucson to get their attendees excited for their “Night at the Museum,” taking place at the Mini Time Machine Museum of Miniatures. These clients, along with the other groups, represented more than 2,000 attendees, 5,500 room nights and more than \$1.7 million in economic impact.

3. Visit Tucson tourism department staff welcomed 75 attendees to the 15<sup>th</sup> Annual Spotlight on the Southwest Conference, April 21-23, at the Casino Del Sol Resort, Spa & Conference Center. Staff arranged the pre-conference FAM, April 18-21, for 18 tour operators, giving them the opportunity to do site inspections at area hotels and the following attractions: Arizona-Sonora Desert Museum, Biosphere 2-University of Arizona, Catalina State Park, DeGrazia Gallery in the Sun, Old Tucson, Sabino Canyon, Tohono Chul and Pima Air & Space Museum, Mission San Xavier del Bac and Kartchner Caverns.
4. During the past quarter the Visit Tucson public relations team assisted in placing a total of 25 articles in Canadian media outlets promoting the Tucson area, including 15 syndicated columns. The following article ran in late March, in the *Winnipeg Sun*. Tucson is featured on slide 3 of 10--<http://www.winnipegsun.com/2013/03/28/top-10-sunny-us-breaks-for-canadians> Following are metro Tucson’s top 5 Canadian feeder markets based on hotel revenue: 1) Toronto; 2) Vancouver; 3) Montreal; 4) Calgary; & 5) Edmonton. PR staff achieved 168 local and regional placements and 2577 national and international placements for FY 2012-13.
5. Visit Tucson’s summer marketing campaign included significant exposure in Phoenix, our top summer feeder market, via advertising in *BizTucson* and *Phoenix Magazine*. The 48-page *BizTucson* section includes a two-page spread on the Oro Valley Aquatic Center. The section highlights details of our new brand initiative & allows us to communicate how we will use it to create targeted messaging to attract more leisure travel & meetings to the metro area. Participants in the tourism section included 35 tourism partners and community organizations.

The 16-page Tucson section in *Phoenix Magazine* ran in the June edition and featured summer hotel/resort packages & attractions. A component of the Tucson section detailed Visit Tucson’s strong partnership with University of Arizona athletics as part of the “cooler aspects of life in Tucson.”

### **Additional Information**

#### **Town of Oro Valley Destination Marketing Services 2013-14**

Visit Tucson is grateful for the continued support from and partnership with the Mayor, Town Council and Town staff. The Town’s investment in Visit Tucson will increase from \$75,000 to \$120,000 in 2013-14. Visit Tucson performance measures have been updated for year 2 of our 3-year contract.

#### Visit Tucson Annual Meeting & Brand Rollout

- On June 13, Visit Tucson introduced the new travel brand initiative for Tucson & southern Arizona.
- The rollout is a culmination of nine months of work including:
  - Visitor Inquiry Study on qualitative visitor conversion and spending habits
  - Visitor Analysis identifying top feeder markets, zip codes within those markets that deliver the most Tucson visitors and visitor demographics
  - MMGY's quantitative and qualitative studies including local stakeholder surveys and in-depth traveler focus groups
  - Brand process update/feedback sessions for tourism partners, elected officials and community members
  - Collaborative creative efforts of Visit Tucson marketing department and MMGY Global design staff
- MMGY Global's Peter Yesawich, world-renowned travel branding & research expert, presented the research and methodology of the Visit Tucson brand architecture, built on the positioning of "Free Yourself."
- The brand architecture includes the follow key tenets:
  - Brand Essence**—a distillation of brand positioning
    - Free Yourself
  - Brand Values**—code of behavior
    - Liberating; free-spirited; personal; genuine; comfortable
  - Brand Promise**—articulation of commitment to customers
    - Tucson inspires a sense of freedom among all who visit. Freedom of thought and expression. Freedom to discover and explore. And the freedom to be yourself.
  - Brand Experience**—aspects that deliver toward the promise
    - Free to be; surroundings that surround you; freedom to roam; open minds
  - Brand Voice**
    - Off-beat; unpretentious; relaxed; refreshing; energizing
- A comprehensive overview of the brand architecture is available at <http://www.visittucson.org/media/visit-tucson-brand/>

#### Sports

- Visit Tucson Sports staff assisted in event publicity and attendee welcome activities for the Arizona Synchronized Swimming State Championships at the Oro Valley Aquatic Center, April 19 with an attendance of 490 people & EEI of \$156,545.

#### Phoenix/Scottsdale Client Event

- Visit Tucson convention sales staff staged a major client event in May in Scottsdale to better connect our Partner hotels & resorts with Arizona associations & a variety of other customers who book meetings throughout the state.
- Attendees included 60 representatives of nearly 40 Arizona associations & companies, along with travel professionals & sports clients.
- Joining Visit Tucson staff were representatives from 13 Tucson-area hotels & resorts, including staff from the Hilton Tucson El Conquistador Golf & Tennis Resort.
- The event immediately generated 5 requests for proposals for hotels & resorts with follow up likely to generate further leads.

#### Sales Team Earns 16<sup>th</sup> Pinnacle Award from *Successful Meetings* magazine

- Kudos go to Graeme Hughes & the convention sales team for recently earning Visit Tucson's 16<sup>th</sup> Pinnacle Award from *Successful Meetings* as selected by meeting professionals nationwide.
- For nearly 3 decades, the Pinnacle Award has been recognized as one of the most credible & prestigious symbols of excellence among meeting professionals & travel suppliers alike.

**Brand USA**

- Established by the Travel Promotion Act, Brand USA is a nonprofit, public-private partnership dedicated to increasing inbound international travel to the U.S. Brand USA serves as a leisure travel destination marketing organization for the entire U.S.
- Visit Tucson has taken the lead in Arizona in working with Brand USA to increase our international market reach.
- In 2013, Visit Tucson's work with Brand USA provided nearly 100 area tourism Partners access to top travel sites to promote hotel packages—reaching travelers in Canada, Germany, France and the United Kingdom.
- According to the online travel agencies (OTAs), the campaign produced a 9% increase in bookings, 12% increase in number of room nights, and 16% increase hotel booking revenue on these sites, over 2012 statistics.
- Visit Tucson partnered with the Arizona Office of Tourism and Tempe in an effort to reach Canadian travelers. The four month Google pay-per-click campaign generated a click through rate six times higher than industry standards.

**Regional Film Incentive**

- Visit Tucson's film office is collaborating with regional officials to forge a regional film incentive with the goal of attracting a TV series and/or feature film to the region.
- A typical network TV series films 12 episodes for 6 – 9 months annually and creates 120 full time production jobs.
- Film office staff booked 56 productions, totaling 4,655 room nights and EEL of \$117,812,644 during FY 2012-13.



**Town Council Regular Session**

Item # **E.**

**Meeting Date:** 09/04/2013

**Requested by:** Tobin Sidles

**Submitted By:** Caroline Standiford, Legal

**Department:** Legal

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**Information**

**SUBJECT:**

Resolution No. (R)13-50, Authorizing and approving the Second Amendment to the Intergovernmental Agreement between the Town of Oro Valley and the Town of Marana for Reciprocal Hearing Officer Services under Arizona Revised Statutes section 9-500.12

**RECOMMENDATION:**

Staff recommends adoption of the attached resolution amending the Intergovernmental Agreement (IGA).

**EXECUTIVE SUMMARY:**

The second amendment to this IGA is to reflect that the Oro Valley Legal Services Director, formerly the Town Attorney, or designee may serve as hearing officer for appeals brought under Marana's Massage Establishment Ordinance.

**BACKGROUND OR DETAILED INFORMATION:**

The original IGA between the Town of Oro Valley and the Town of Marana for reciprocal hearing officer services was entered into on November 18, 2003. Since that time, very few instances have arisen that require the services of the other town to provide legal counsel as hearing officers for land use matters.

The first amendment to the IGA was to reflect that the Town Attorney was to act as hearing officer. Since that position has changed to the Legal Services Director, the second amendment is needed to reflect that change.

With the adoption by the Town of Marana of its massage establishment ordinance, Marana anticipates that the need for a hearing officer may at some point arise under the provision of the new ordinance for denial, suspension, revocation or non-renewal of a massage establishment license. Marana has requested that the existing IGA providing for reciprocal hearing officer services between the two towns be amended to allow the Oro Valley Legal Services Director, or designee, to serve as the hearing officer in the event of any such appeal. In the interest of cooperation between the two neighboring jurisdictions, the Oro Valley Legal Services Director, or designee, is willing to serve in this capacity if and when needed.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to (approve or deny) Resolution (R)13-50, Authorizing and approving the Second Amendment to the Intergovernmental Agreement between the Town of Oro Valley and the Town of Marana for Reciprocal Hearing Officer Services under the Arizona Revised Statutes section 9-500.12.

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**Attachments**

R13-50 Hearing Officer Amendment #2

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**RESOLUTION NO. (R)13-50**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE TOWN OF MARANA FOR RECIPROCAL HEARING OFFICER SERVICES UNDER ARIZONA REVISED STATUTES SECTION 9-500.12**

**WHEREAS**, pursuant to A.R.S. § 11-951, *et seq.*, the Town of Oro Valley (“Town”) and the Town of Marana (“Marana”) are authorized to enter into intergovernmental agreements for joint and cooperative action; and

**WHEREAS**, on November 18, 2003, the Town and Marana approved the Intergovernmental Agreement for reciprocal hearing officer services under A.R.S. 9-500.12; and

**WHEREAS**, Marana adopted an amendment to the Marana Town Code, adding Chapter 9-4, Massage Establishments, of which Section 9-4-15, Procedure for denial, suspension, revocation or nonrenewal; appeals, provides for appeals to a hearing officer; and

**WHEREAS**, on June 19, 2012, the Town and Marana entered into Amendment No. 1 to the Original Agreement to provide that the Town Attorney shall also serve as hearing officer for appeals brought under Chapter 9-4 of the Marana Town Code; and

**WHEREAS**, the Town and Marana desire to enter into Amendment No. 2 of the Intergovernmental Agreement to reflect that the Oro Valley Legal Services Director, or designee, may serve as hearing officer for appeals brought under Chapter 9-4 of the Marana Town Code; and

**WHEREAS**, it is in the best interest of the Town to approve Amendment No. 2 to the Intergovernmental Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, for reciprocal hearing officer services to provide that the Oro Valley Legal Services Director, or designee, to serve as a hearing officer for any appeals regarding massage establishments.

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

1. Amendment No. 2 of the Intergovernmental Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, between the Town of Oro Valley and the Town of Marana to provide for the Oro Valley Legal Services Director, or designee, to serve as a hearing officer for any appeals

sought under Chapter 9-4 of the Marana Town Code regarding massage establishments is hereby authorized and approved.

- 2. The Mayor of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Amendment.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Oro Valley, Arizona, this 4<sup>th</sup> day of September, 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”



**Town Council Regular Session**

Item # **F.**

**Meeting Date:** 09/04/2013

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

**Department:** Police Department

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**Information**

**SUBJECT:**

Resolution No. (R)13-51, Authorizing and approving a task force agreement between the Drug Enforcement Administration ("DEA") and the Town of Oro Valley ("Town") for the participation of two Oro Valley police officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter Narcotics Alliance (CNA) Task Force and one police officer in the Pima County HIDTA Investigative Task Force (PCHITF)

**RECOMMENDATION:**

Staff recommends approval.

**EXECUTIVE SUMMARY:**

Request is being made to enter into an agreement with the Drug Enforcement Administration (DEA) for the participation of two Oro Valley police officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter Narcotics Alliance (CNA) Task Force and one police officer in the Pima County HIDTA Investigative Task Force (PCHITF).

**BACKGROUND OR DETAILED INFORMATION:**

On May 15, 2013, Resolution (R)13-36 authorizing and approving HIDTA Grant Agreement HT-13-2315 was approved, allowing the City of Tucson to serve as the fiduciary to administer financial oversight for the Drug Enforcement Administration.

Also approved on May 15, 2013 was Resolution (R)13-37 authorizing and approving HIDTA Grant Agreement HT-13-2322 between the City of Tucson and the Town of Oro Valley. Fully executed grant contracts are attached.

If approved, this agreement will provide for continued participation in these cooperative efforts to disrupt illicit drug traffic in the State of Arizona, gather and report intelligence data related to drug trafficking, and conduct undercover operations to allow for effective prosecution.

Additionally, this agreement will enhance our ability to identify, target and investigate Consolidated and Regional Priority Organization Targets, as well as target and investigate major drug trafficking and money laundering organizations.

**FISCAL IMPACT:**

These positions are funded in the approved FY 2013/2014 budget, and allows the Town to continue to be reimbursed by HIDTA grant funding.

**SUGGESTED MOTION:**

I MOVE to (adopt, adopt with conditions, or deny) Resolution No. (R)13-51, Authorizing and approving a task force agreement between the Drug Enforcement Administration ("DEA") and the Town of Oro Valley ("Town") for the participation of two Oro Valley police officers in the Tucson Task Force Group One with one position detailed to Tucson HIDTA Task Force Group.

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**Attachments**

(R)13-51 HIDTA Grant CNA & PCHITE

DEA Task Force Agreement

HT-13-2315

HT-13-2322

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**RESOLUTION NO. (R)13-51**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, AUTHORIZING AND APPROVING A TASK FORCE AGREEMENT BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION (“DEA”) AND THE TOWN OF ORO VALLEY (“TOWN”) FOR THE PARTICIPATION OF TWO ORO VALLEY POLICE OFFICERS IN THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA), PIMA COUNTY/TUCSON METRO COUNTER NARCOTICS ALLIANCE (CNA) TASKFORCE AND ONE OFFICER IN THE PIMA COUNTY HIDTA INVESTIGATIVE TASK FORCE (PCHITF)**

**WHEREAS**, pursuant to A.R.S. § 11-952, the Town is authorized to enter into agreements for joint and cooperative action to include the Agreement, attached hereto as Exhibit “A”, with the DEA; and

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

**WHEREAS**, the Town wishes to enter into a Task Force Agreement with the DEA to assist the DEA in drug trafficking interdiction, gathering and reporting data relating to narcotics and dangerous drugs and undercover operations related illegal activity detrimental to the health and general welfare of the residents of the Town and the State of Arizona; and

**WHEREAS**, it is in the best interest of the Town to enter into the Task Force Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents of the Town of Oro Valley and the State of Arizona.

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

**SECTION 1.** The Task Force Agreement attached hereto as Exhibit “A” and incorporated herein by this reference, between the Drug Enforcement Administration and the Town of Oro Valley for participation of two Oro Valley Police Officers in the High Intensity Drug Trafficking Area (HIDTA) Pima County/Tucson Metro Counter Narcotics Alliance (CNA) Task Force and one police officer in the Pima County HIDTA Investigative Task Force (PCHITF) is authorized and approved.

**SECTION 2.** The Chief of Police and other administrative officials of the Town of Oro Valley are hereby authorized to take such steps as necessary to execute and implement the terms of the Agreement.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 4<sup>th</sup> day of September, 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”

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT  
BETWEEN  
DRUG ENFORCEMENT ADMINISTRATION  
AND  
ORO VALLEY POLICE DEPARTMENT**

This agreement is made this 30<sup>th</sup> day of September, 2013, between the United States Department of Justice, Drug Enforcement Administration (hereinafter “DEA”), and Oro Valley Police Department (hereinafter “OVPD”). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson Task Force Group 1 and DEA Task Force Group 2 (two Officers detailed to the DEA Tucson HIDTA Task Force) will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force’s activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Tucson Task Forces above, the OVPD agrees to detail three (3) experienced Officers to the DEA Tucson Task Forces, for a period of not less than two years. During this period of assignment, the OVPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The OVPD Officers assigned to the Task Forces shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The OVPD Officers assigned to the Task Forces shall be deputized as a Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Tucson Task Forces, the OVPD agrees to detail three (3) experienced Officers to the DEA Tucson Tasks. DEA will assign seven (7) Special Agents to the Task Forces. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and OVPD Officers assigned to the Task Forces. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Tucson Task Forces, the OVPD agrees to detail three (3) experienced Officers to the DEA Tucson Task Forces, the OVPD will remain responsible for establishing the salary and benefits, including overtime, of the OVPD Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the OVPD for overtime payments made by it to the OVPD Officers assigned to the DEA Tucson Task Forces, the OVPD agrees to detail three (3) experienced Officers to the DEA Tucson Task Forces, for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$17,202.25), per officer. ***“Note: Task Force Officers Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.”***
7. In no event will the OVPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The OVPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The OVPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The OVPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The OVPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The OVPD agrees that an authorized Officers or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The OVPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the OVPD by DEA until the completed certification is received.
  
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the OVPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
  
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2014. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by OVPD during the term of this agreement.

**For the Drug Enforcement Administration:**

\_\_\_\_\_ Date \_\_\_\_\_  
 Douglas W. Coleman  
 Special Agent in Charge

**For the Oro Valley Police Department:**

\_\_\_\_\_ Date \_\_\_\_\_  
 Daniel G. Sharp  
 Chief of Police

Attachments

**PASSED and ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2013.**

**TOWN OF ORO VALLEY:**

\_\_\_\_\_ Date \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Town Attorney

**ATTEST:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Town Clerk



Ready to Protect, Proud to Serve

tel: 520-791-4441  
fax: 520-791-5491  
www.ci.tucson.az.us/police/  
270 S. Stone Avenue  
Tucson, Arizona 85701-1917

Tucson Police Department  
HIDTA Fiduciary  
270 S Stone  
Tucson AZ, 85701

Chief Daniel Sharp  
11000 N. La Cañada Drive  
Oro Valley, AZ 85737

**RE: 2013 Counter Narcotics Alliance (CNA) #HT-13-2315**

Dear Resource Recipient:

Attached is the fully executed grant agreement for the above referenced High Intensity Drug Trafficking Area grant (HIDTA) award.

As a reminder, financial reports must be submitted with supporting documentation for **each** grant that is awarded to your agency. Please submit **1 copy** of the reimbursement package to:

AZ HIDTA  
Attn: Financial Manager  
6868 S. Plumer Avenue  
Tucson, AZ 85706

The AZ HIDTA Financial Manager will review the reimbursement package to ensure all costs are allowed within budget. The City of Tucson will disburse the funds to your agency. It is also required that a copy of your agency's A-133 be on file. Please submit to the Tucson Police Department, Attn HIDTA (Jen Campbell) at 270 S. Stone Ave, Tucson, AZ 85701.

If you have any questions please contact me at (520) 837-7920 or Jennifer.campbell@tucsonaz.gov.

Thank you,

*Jennifer Campbell*  
Jennifer Campbell

Received by   
JUN 18 2013  
Oro Valley Police Dept.



**CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT**

COT Grant Number *HT-13-2315*

This Grant Agreement is made this 1<sup>ST</sup> day of January 2013 by and between the CITY OF TUCSON hereinafter called "CITY" and the City of Oro Valley through the **Oro Valley Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2013 and terminate on December 31, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Counter Narcotics Alliance (CNA)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department  
HIDTA FIDUCIARY SECTION  
270 S. Stone  
Tucson, Arizona 85701  
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

**Oro Valley Police Department  
11000 N La Cañada Drive  
Oro Valley, AZ 85737  
Attn: Chief of Police Daniel Sharp**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.
6. Consistent with Public Law 112-175, the Continuing Appropriations Resolution, 2013, this document provides a total budget and spending ceiling of 48% of the fiscal year 2012 funding level. Accordingly, the budget cannot exceed **\$61,200**. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel:	
Salaries	<b>\$100,000.00</b>
Fringe Benefits	<b>\$24,000.00</b>
Overtime	<b>\$3,500.00</b>
Travel	<b>\$0.00</b>
Facilities	<b>\$0.00</b>
Services	<b>\$0.00</b>
Operating Expenses:	
Supplies	<b>\$0.00</b>
Other	<b>\$0.00</b>
Equipment (listed below)	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$127,500.00</b>
See attached for budget detail.	
Spending ceiling (48% of the total budget)	<b>\$61,200.00</b>

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
8. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

10. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

11. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
12. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
13. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
16. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

17. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period</b>	<b>Month of:</b>	<b>Due Date:</b>	<b>Report Period</b>	<b>Month of:</b>	<b>Due Date:</b>
January 1 - 31		February 25	July 1 - 31		August 25
February 1 - 29		March 25	August 1 - 31		September 25
March 1 - 30		April 25	September 1 - 30		October 25
October 1 - 31		November 25	April 1 - 30		May 25
November 1 - 30		December 25	May 1 - 31		June 25
December 1 - 31		January 25	June 1 - 30		July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
19. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
20. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *Excluded Parties Listing System* <http://epls.arnet.gov>
21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
22. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
24. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
25. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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26. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (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. If the GRANTEE is a State agency this paragraph does not apply.
27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims" ) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
28. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
29. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

30. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
31. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
32. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
33. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
35. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
36. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
37. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

38. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
39. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
40. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
41. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have, a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.
42. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
43. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

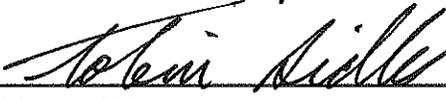
**FOR GRANTEE:**

 5/20/13  
Chief of Police Date

DARION G. SHARP, CHIEF OF POLICE  
Printed Name and Title

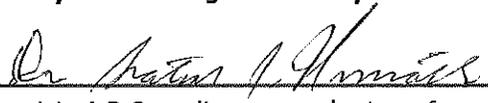
Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

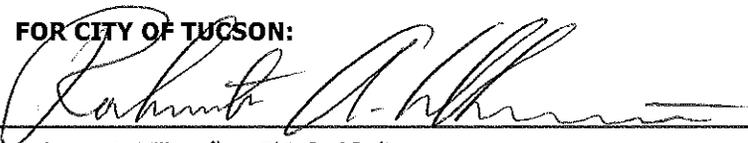
 5/15/13  
Legal counsel for GRANTEE Date

Tobin Sidles, Interim Town Attorney  
Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

  
Appropriate A.R.S., ordinance, or charter reference

**FOR CITY OF TUCSON:**

 6/10/13  
Roberto A. Villaseñor, Chief of Police Date  
City of Tucson Police Department

 6/6/13  
Lisa Judge, Principal Assistant City Attorney Date  
City of Tucson Police Department  
Approved as to form



CITY OF TUCSON  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT

**Confidential Funds Certification  
Exhibit "B"**

**CONFIDENTIAL FUNDS CERTIFICATION**

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-13-2315

Date: 5/17/13

Signature: *[Handwritten Signature]*  
Authorized Official

**PROCEDURES**

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

**Deviations from these elements must receive prior approval of the ONDCP.**

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
  - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
  - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
  - a. The jurisdiction initiating the payment.
  - b. A description of the information/evidence received.
  - c. The amount of payment, both in numeral and word form.
  - d. The date on which the payment was made.
  - e. The signature of the informant payee.
  - f. The signature of the case agent or officer making payment.
  - g. The signature of at least one other officer witnessing the payment.
  - h. The signature of the first-line supervisor authorizing and certifying the payment.
  
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
  
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
  
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

## **INFORMANT FILES**

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
  - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
  - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
  - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
  - d. Agreement with cooperating individual.
  - e. Receipt for P/I.
  - f. Copies of all debriefing reports (except for the Headquarters case file).
  - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
  - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
  - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
  - j. Any deactivation report or declaration of any unsatisfactory informant.

## **INFORMANT MANAGEMENT AND UTILIZATION**

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

- 
2. An informant code book controlled by the supervisor or his/her designee containing:
    - a. Informant's code number.
    - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
    - c. Informant's true name.
    - d. Name of establishing law enforcement officer.
    - e. Date the establishment is approved.
    - f. Date of deactivation.
  3. Establish each informant file in accordance with Informant File Documentation (2).
  4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
  5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

## **PAYMENTS TO INFORMANTS**

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
  - a. The level of the targeted individual, organization or operation.
  - b. The amount of the actual or potential seizure.
  - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
  - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

## **ACCOUNTING AND CONTROL PROCEDURES**

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
  - a. The significance of the investigation.
  - b. The need for this expenditure to further the investigation.
  - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
  - a. The amount of funds involved.
  - b. The degree of security under which the funds are being held.
  - c. How long an extension is required.
  - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Ready to Protect, Proud to Serve

tel: 520-791-4441  
fax: 520-791-5491  
www.ci.tucson.az.us/police/  
270 S. Stone Avenue  
Tucson, Arizona 85701-1917

Tucson Police Department  
HIDTA Fiduciary  
270 S Stone  
Tucson AZ, 85701

Chief Daniel Sharp  
11000 N. La Cañada Drive  
Oro Valley, AZ 85737

**RE: 2013 Pima County HIDTA Investigative Task Force (PCHITF) #HT-13-2322**

Dear Resource Recipient:

Attached is the fully executed grant agreement for the above referenced High Intensity Drug Trafficking Area grant (HIDTA) award.

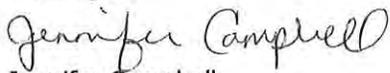
As a reminder, financial reports must be submitted with supporting documentation for **each** grant that is awarded to your agency. Please submit **1 copy** of the reimbursement package to:

AZ HIDTA  
Attn: Financial Manager  
6868 S. Plumer Avenue  
Tucson, AZ 85706

The AZ HIDTA Financial Manager will review the reimbursement package to ensure all costs are allowed within budget. The City of Tucson will disburse the funds to your agency. It is also required that a copy of your agency's A-133 be on file. Please submit to the Tucson Police Department, Attn HIDTA (Jen Campbell) at 270 S. Stone Ave, Tucson, AZ 85701.

If you have any questions please contact me at (520) 837-7920 or Jennifer.campbell@tucsonaz.gov.

Thank you,

  
Jennifer Campbell

Received by

JUN 18 2013 

Oro Valley Police Dept.



**CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT**

COT Grant Number *HT-13-2322*

This Grant Agreement is made this 1<sup>ST</sup> day of January 2013 by and between the CITY OF TUCSON hereinafter called "CITY" and the City of Oro Valley through the **Oro Valley Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2013 and terminate on December 31, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Pima County HIDTA Investigative Task Force (PCHITF)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department  
HIDTA FIDUCIARY SECTION  
270 S. Stone  
Tucson, Arizona 85701  
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

**Oro Valley Police Department  
11000 N. La Cañada Drive  
Oro Valley, AZ 85737  
Attn: Chief of Police Daniel Sharp**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.
6. Consistent with Public Law 112-175, the Continuing Appropriations Resolution, 2013, this document provides a total budget and spending ceiling of 48% of the fiscal year 2012 funding level. Accordingly, the budget cannot exceed **\$43,332.48**. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel:	
Salaries	<b>\$54,670.00</b>
Fringe Benefits	<b>\$25,606.00</b>
Overtime	<b>\$10,000.00</b>
Travel	<b>\$0.00</b>
Facilities	<b>\$0.00</b>
Services	<b>\$0.00</b>
Operating Expenses:	
Supplies	<b>\$0.00</b>
Other	<b>\$0.00</b>
Equipment (listed below)	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$90,276.00</b>
See attached for budget detail.	
Spending ceiling (48% of the total budget)	<b>\$ 43,332.48</b>

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
8. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

10. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

11. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
12. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
13. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
16. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

17. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period</b>	<b>Month of:</b>	<b>Due Date:</b>	<b>Report Period</b>	<b>Month of:</b>	<b>Due Date:</b>
January 1 - 31		February 25	July 1 - 31		August 25
February 1 - 29		March 25	August 1 - 31		September 25
March 1 - 30		April 25	September 1 - 30		October 25
October 1 - 31		November 25	April 1 - 30		May 25
November 1 - 30		December 25	May 1 - 31		June 25
December 1 - 31		January 25	June 1 - 30		July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
19. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
20. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *Excluded Parties Listing System* <http://epls.arnet.gov>
21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
22. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
24. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
25. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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26. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (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. If the GRANTEE is a State agency this paragraph does not apply.
27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims" ) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
28. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
29. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

- 
30. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
  31. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
  32. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
  33. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
  34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
  35. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
  36. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
  37. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

38. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
39. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
40. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
41. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have, a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.
42. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
43. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

 \_\_\_\_\_ 5/20/13  
Chief of Police Date

\_\_\_\_\_ DANIEL G. SHARP, CHIEF OF POLICE  
Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

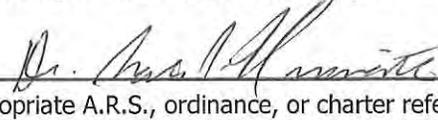
**Approved as to form and authority to enter into Agreement:**

 \_\_\_\_\_ 5/15/13  
Legal counsel for GRANTEE Date

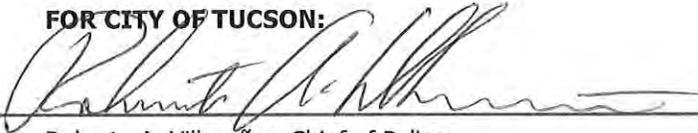
Tobin Sidles, Interim Town Attorney

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

 \_\_\_\_\_  
Appropriate A.R.S., ordinance, or charter reference

**FOR CITY OF TUCSON:**

 \_\_\_\_\_ 6/6/13  
Roberto A. Villaseñor, Chief of Police Date  
City of Tucson Police Department

 \_\_\_\_\_ 6/6/13  
Lisa Judge, Principal Assistant City Attorney Date  
City of Tucson Police Department  
Approved as to form



CITY OF TUCSON  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

***Insurance Requirements for Governmental Parties to a Grant Agreement:***

None.

***Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:***

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT

**Confidential Funds Certification  
Exhibit "B"**

**CONFIDENTIAL FUNDS CERTIFICATION**

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-13-2322

Date: 5/17/13

Signature: *[Handwritten Signature]*  
Authorized Official

**PROCEDURES**

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

**Deviations from these elements must receive prior approval of the ONDCP.**

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
  - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
  - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
  - a. The jurisdiction initiating the payment.
  - b. A description of the information/evidence received.
  - c. The amount of payment, both in numeral and word form.
  - d. The date on which the payment was made.
  - e. The signature of the informant payee.
  - f. The signature of the case agent or officer making payment.
  - g. The signature of at least one other officer witnessing the payment.
  - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

## **INFORMANT FILES**

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
  - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
  - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
  - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
  - d. Agreement with cooperating individual.
  - e. Receipt for P/I.
  - f. Copies of all debriefing reports (except for the Headquarters case file).
  - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
  - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
  - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
  - j. Any deactivation report or declaration of any unsatisfactory informant.

## **INFORMANT MANAGEMENT AND UTILIZATION**

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

- 
2. An informant code book controlled by the supervisor or his/her designee containing:
    - a. Informant's code number.
    - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
    - c. Informant's true name.
    - d. Name of establishing law enforcement officer.
    - e. Date the establishment is approved.
    - f. Date of deactivation.
  3. Establish each informant file in accordance with Informant File Documentation (2).
  4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
  5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

## **PAYMENTS TO INFORMANTS**

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
  - a. The level of the targeted individual, organization or operation.
  - b. The amount of the actual or potential seizure.
  - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
  - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

### **ACCOUNTING AND CONTROL PROCEDURES**

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
  - a. The significance of the investigation.
  - b. The need for this expenditure to further the investigation.
  - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
  - a. The amount of funds involved.
  - b. The degree of security under which the funds are being held.
  - c. How long an extension is required.
  - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



**Town Council Regular Session**

**Item # G.**

**Meeting Date:** 09/04/2013  
**Requested by:** Shirley Seng      **Submitted By:** Shirley Seng, Water  
**Department:** Water

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**Information**

**SUBJECT:**

Resolution No. (R)13-52, Authorizing the Water Utility Department of the Town of Oro Valley to apply for a Drinking Water Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona (WIFA) for the Oro Valley Water Utility Advanced Metering Infrastructure (AMI) and Meter Replacement Project

**RECOMMENDATION:**

Staff recommends approval.

**EXECUTIVE SUMMARY:**

The Water Utility is requesting Council approval to apply for a loan with the Water Infrastructure Finance Authority of Arizona (WIFA). A requisite for filing an application for a WIFA loan is a resolution adopted by the Town Council that authorizes the Water Utility to apply for financing. Once the Town has been authorized to apply for the WIFA financing, staff will complete the loan application and submit it to WIFA. If our loan application is approved, another resolution will be presented to the Town Council for their approval of the final loan amount and terms of the loan. The proceeds from the WIFA loan will be used to finance the remaining phases of the Advanced Metering Infrastructure (AMI) and Meter Replacement Project in the Oro Valley Water Service Area. WIFA loans have low interest rates and there are no loan origination fees or commissions as compared to bonds. In addition, there is significantly less administrative work in applying for a WIFA loan as compared to issuing bonds.

**BACKGROUND OR DETAILED INFORMATION:**

This WIFA loan is for the Advanced Metering Infrastructure (AMI) Project which is a multi-year project to replace aging meters that no longer accurately measure the volume of water being delivered to our customers. The communications equipment and electronic meters that are being installed will provide labor efficiencies, improved customer service capabilities, and improved measurement of water usage resulting in water conservation.

Oro Valley Water Utility completed the installation of AMI in the Countryside water service area in December 2011. Since that time, the Utility has reduced the number of trips to the Countryside service area by 48%. Leak adjustments in that service area have decreased by 30% since using the leak detection capabilities of the equipment and software. Revenue in the Countryside service area has increased by over \$60,000.

The remainder of the project will be implemented in phases in the Oro Valley water service area. In June of this year, the Utility completed the installation of Phase 1. There are 4 more phases remaining in the Oro Valley water service area with an estimated completion date in 2016.

A total of 4,744 meters have been replaced to date and are operational under AMI. This loan is for the remaining phases of AMI installation estimated at 14,100 meters.

**FISCAL IMPACT:**

The adoption of Resolution No. (R)13-52, Authorizing the Town to apply for a loan from WIFA will have no financial impact in and of itself. Upon WIFA's approval of the loan application, the Council will be presented with another Resolution that will authorize and approve the final loan amount and the terms of the loan. It is anticipated that the loan amount will not exceed \$5,000,000 and will have an interest rate of approximately 3%.

**SUGGESTED MOTION:**

I MOVE to approve Resolution No. (R)13-52, Authorizing the Water Utility Department of the Town of Oro Valley to apply for a Drinking Water Revolving Fund Loan from the Water Infrastructure Finance Authority of Arizona (WIFA) for the Oro Valley Water Utility Advanced Metering Infrastructure (AMI) and Meter Replacement Project.

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**Attachments**

(R)13-52 Drinking Water Revolving Fund Loan

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## RESOLUTION NO. (R)13-52

### A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE WATER UTILITY DEPARTMENT OF THE TOWN OF ORO VALLEY TO APPLY FOR A DRINKING WATER REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (WIFA) FOR THE ORO VALLEY WATER UTILITY ADVANCED METERING INFRASTRUCTURE (AMI) AND THE METER REPLACEMENT PROJECT

**WHEREAS**, pursuant to A.R.S. 9-511, *et seq.*, the Town has the requisite statutory authority to acquire, own and maintain a water utility for the benefit of the landowners within and without the Town's corporate boundaries; and

**WHEREAS**, the Town of Oro Valley has identified a need for the potable water system capital improvements, otherwise known as Advanced Metering Infrastructure ("AMI") and Meter Replacement (the "Project"); and

**WHEREAS**, pursuant to A.R.S. §§9-521 through 540, and specifically A.R.S. §9-571, the Town may obligate the revenues generated by its water system to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

**WHEREAS**, the Town desires to apply for a WIFA loan in an amount not to exceed \$5,000,000.00 for the potable water system capital improvement project, otherwise known as the AMI and the Project; and

**WHEREAS**, it is in the Town's best interest to pursue and apply for a WIFA loan in an amount not to exceed \$5,000,000.00 for the AMI and Meter Replacement Project.

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

**Section 1.** The Finance Director and the Water Utility Director are hereby jointly authorized to apply for a loan for the potable water system capital improvements, otherwise known as the AMI and the Project.

**Section 2.** The Finance Director and the Water Utility Director are jointly authorized to take such actions as are necessary to apply for this loan in an amount not to exceed \$5,000,000.00, payable from revenues of the water system.

**Section 3.** The proper offices and agents of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the terms of the Loan Agreement between the Water Infrastructure Finance Authority of Arizona (WIFA)

and the Town of Oro Valley Water Utility Department for the potable water system capital improvements, otherwise known as the AMI and the Project.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Oro Valley, Arizona, this 4<sup>th</sup> day of September, 2013.

**TOWN OF ORO VALLEY**

\_\_\_\_\_  
Dr. Satish I. Hiremath, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie K. Bower, Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tobin Sidles, Legal Services Director

Date: \_\_\_\_\_



## Town Council Regular Session

Item # **H.**

**Meeting Date:** 09/04/2013

**Requested by:** Kevin Burke      **Submitted By:** Kevin Burke, Town Manager's Office

**Department:** Town Manager's Office

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### Information

#### **SUBJECT:**

Resolution No. (R)13-53, Authorizing the execution of a lease agreement between the Town of Oro Valley and Heirloom Farmers' Market for use of the Steam Pump Ranch property

#### **RECOMMENDATION:**

Staff recommends approval.

#### **EXECUTIVE SUMMARY:**

The Town and Heirloom Farmers' Market desire to enter into a Lease Agreement for use of a portion of the Steam Pump Ranch property for a weekly "Farmers' Market." The Lease Agreement is included as Attachment 2.

Moving the Farmers' Market from Town Hall to Steam Pump Ranch is an action item under the Community Services Focus Area of the 2013 Strategic Plan.

#### **BACKGROUND OR DETAILED INFORMATION:**

The Oro Valley Farmers' Market is currently held each Saturday in the courtyard of the Town Hall campus. The Market is operated by Maya Tea Company, LLC, under a lease agreement entered into on October 21, 2009.

The original agreement has facilitated a unique and successful partnership between the Town and the market operator and has been used as a model for other municipalities. The revised Lease makes a number of minor changes to the original, including the following provisions:

- The market operator has created an Arizona Nonprofit Corporation, Heirloom Farmers' Market, to act as lessee.
- Beginning no later than October 12, 2013, the Farmers' Market will be held at Steam Pump Ranch.
- Alcoholic beverages may be allowed on the property with prior written approval of the Town Manager and Chief of Police.
- One permanent sign may be placed on the premises as agreed to by the Town and the lessee.
- Notice period for relocation of the market or termination of the lease is extended from 10 to 30 days.
- In preparation for the opening of the Market at Steam Pump Ranch, lessee may request a walk-through survey of the premises with the Town Building Official, Town Fire Marshal and other Town representatives as needed.

All other provisions of the Lease Agreement remain unchanged.

#### **FISCAL IMPACT:**

For FY 2012-13, total rent paid to the Town was \$4,100.35.

Under this Lease Agreement, Heirloom Farmers' Market will continue to pay the Town a rental rate of 10% of all space rent received.

**SUGGESTED MOTION:**

I MOVE to (adopt or deny) Resolution No. (R)13-53, Authorizing the execution of a lease agreement between the Town of Oro Valley and Heirloom Farmers' Market for use of the Steam Pump Ranch property.

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**Attachments**

(R)13-53 Heirloom Farmers' Market Lease Agreement

Attachment 2 - Lease Agreement

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**RESOLUTION NO. (R)13-53**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND HEIRLOOM FARMERS' MARKET FOR USE OF THE STEAM PUMP RANCH PROPERTY**

**WHEREAS**, the historic Steam Pump Ranch property lies along the banks of the Canada Del Oro, in the shadow of Pusch Ridge and the Catalina Mountains, situated between two busy commercial centers on north Oracle Road; and

**WHEREAS**, the Town has made a significant commitment of resources to stabilize and preserve the historic aspects of the Ranch, and made improvements to allow public use of the site; and

**WHEREAS**, the Town desires to enter into a Lease Agreement with Heirloom Farmers' Market, an Arizona Nonprofit Corporation, for the purpose of allowing a "Farmers' Market" to be held on the Steam Pump Ranch property; and

**WHEREAS**, the Farmers' Market will be held at Steam Pump Ranch each Saturday of the month commencing no later than October 12, 2013; and

**WHEREAS**, the Lease Agreement may be automatically renewed for three (3) years, with the option to renew for an additional three (3) years.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Oro Valley, Arizona, the Town Manager is authorized to execute the Lease Agreement with Heirloom Farmers' Market, attached hereto as Exhibit A.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 4<sup>th</sup> day of September, 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

**LEASE AGREEMENT**  
**for the**  
**ORO VALLEY FARMERS' MARKET**

This Lease entered into this \_\_\_ day \_\_\_\_\_, 2013 by and between the Town of Oro Valley (the "Town") an Arizona Municipal Corporation, and Heirloom Farmers' Market ("Lessee") an Arizona Nonprofit Corporation, for use of the Town-owned Steam Pump Ranch property located at 10901 North Oracle Road, Oro Valley, Arizona 85737.

- 1) **Premises:** Town hereby leases to the Lessee, and the Lessee hereby leases from the Town, the Town-owned Steam Pump Ranch property as more fully described in Exhibit "A," and incorporated herein by this reference.
- 2) **Representatives:** For the purpose of efficient administration of this Lease the representative of the Town shall be the Town Manager or his designee, and the representative of Lessee shall be Heirloom Farmers' Market.
- 3) **Use:** Lessee shall use the premises solely for the purpose of a "Farmers' Market."
- 4) **Term and Frequency:** Except as provided in Section 29, Lessee is to have and to hold the above-described use each Saturday of each month commencing no later than October 12, 2013 and terminating three (3) years from that date. Lessee shall not begin setup before 6:30 AM and shall not begin operations before 8:00 AM. Removal of all booths, appurtenances and facilities etc. permitted to be installed shall be completed by 2:00 PM.

The frequency of the Farmers' Market may be amended only by written amendment as agreed to by and between the Representatives.

- 5) **Renewal:** The Lease may be automatically renewed for three (3) years with the option to renew for an additional three (3) year term with written approval of the Representatives.
- 6) **Qualified Vendor:** Producers of food products on agricultural lands, farms and gardens are qualified vendors with or without an Oro Valley Business License. Resellers of food products from agricultural lands, farms and gardens are only qualified vendors once they have obtained a valid Oro Valley Business License.
  - a. "Producer" includes owners, proprietors or tenants of agricultural lands, orchards, farms and gardens whereon food products are grown, raised or prepared for market.
  - b. "Food products" include every product of the soil in its natural or manufactured state, and swine, fowls, eggs and milk and the products thereof.
- 7) **Exclusivity of Vendor:** Lessee shall permit vendors to participate in the Farmers' Market on a non-exclusive first come first serve basis based on criteria to be approved by the Town Manager or his designee.

- 8) **Vendor Spaces:** Lessee shall not permit a vendor to affix or anchor anything to Town property. All vendor equipment shall be freestanding.
- 9) **Services:** Town agrees to provide electricity, water and restroom facilities for each Farmers' Market event on an as needed basis. Lessee agrees to furnish, for each Farmers' Market event, normal janitorial and trash removal service for all leased facilities and grounds including the restrooms, and to return all leased facilities and grounds to the same condition of cleanliness that the facilities were found in prior to the Farmers' Market.
- 10) **Cleaning of Premises:** Lessee agrees to keep the Premises clean as follows:
- a. At the conclusion of each Farmers' Market, Lessee shall police the Premises and pickup all trash, coffee grounds, plant parts etc. associated with the operation of the Farmers' Market.
  - b. At least twice per year during the term of this lease Lessee shall deep clean the Premises concrete and paved areas using techniques and cleansers approved by the Town.
- 11) **Rental Rate:** The Rental Rate shall be 10% of all space rent received by Lessee for each space rental.
- 12) **Rent:** Lessee shall pay, without demand, together with any and all sales, use and state taxes arising or accruing during the term of the leasehold in the following basis:
- The Lessee hereby covenants and agrees to pay the Rental Rate, or such higher rentals as shall be approved by the Town Council on or before the last Monday of each month; provided, however, that Lessee's obligation with respect to such higher rentals shall be limited to an increase of twelve per cent (12%) of the Town's portion of the rent over the rentals or Lessee's previous year's rental rate, based on same number of days usage, whichever is greater.
- Rent shall be paid to: Town of Oro Valley. Lessee also covenants and agrees to pay interest at the rate of eighteen (18%) percent per annum for any payment of rent due and payable and not received by Town on or before thirty (30) days from due date. Time is of the essence in this Lease.
- 13) **Deposit Due:** A damage deposit of \$1,000 shall be deposited by Lessee with the Town to cover damage caused to Town property resulting from the existence, and operation of the Farmers' Market. This damage deposit in no way limits Lessee's responsibility to pay for any and all damage to Town property resulting from this Lease.
- 14) **Final Balance:** Shall be due upon completion of the final event and payable at scheduled settlement with the Town Finance Department.

- 15) **Notices:** For purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the following addresses.

Town: Town Manager  
11000 N. La Cañada Drive  
Oro Valley, Arizona 85737

Cc: Town Attorney  
11000 N. La Cañada Drive  
Oro Valley, Arizona 85737

Lessee: Heirloom Farmers' Market  
225 W. Flores Street  
Tucson, Arizona 85705

- 16) **Exculpation and Indemnification Clause:** The Lessee hereby indemnifies, defends, and holds harmless the Town of Oro Valley, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions in the work or services of the Lessee, the Lessee's employees, or the Lessee's agents. The duty to indemnify, defend, and hold harmless the Town, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, caused by any negligent acts, errors, mistakes, omissions in the work or services of the Lessee offered through the Town of Oro Valley, Oro Valley, Arizona, including any employee or agent of the Lessee or any other person for whose negligent acts, errors, mistakes, omissions in the work or services that the Instructor may be legally liable.

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this Indemnification are contractual and not a mere recital.

- 17) **Ordinances and Regulations:** Lessee shall comply with all applicable laws, statutes and ordinances and all rules and requirements of the Town. Lessee shall not admit to the premises a larger number of persons than the total number designated by the Town Manager or his designee as the capacity or the number that can safely and freely move about.

All federal, state, and local laws and/or regulations related to copyright, trademarks, etc., must be complied with by the Lessee and all exhibitors selling such items on the premises. Further, the Lessee agrees to indemnify and completely hold harmless the Town, and to pay all costs related to any violation of the above.

- 18) **Alcoholic Beverages:** No alcoholic beverages shall be allowed on and/or served on Town Property without the prior written approval of the Town Manager and Chief of Police.
- 19) **Musical Performance:** The volume of any musical performances, live or played back from recorded media, shall be controlled by Lessee in such a manner that it does not intrude into abutting residential areas.
- 20) **Responsibility for Damage:** If the leased premises or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item contained shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then Lessee shall be responsible.

Lessee is to properly care for all equipment entrusted to Lessee during the term of this Lease and all such equipment so entrusted which is lost, stolen, or disappears shall be the sole responsibility of Lessee and Lessee shall pay the full replacement cost thereof to Town.

- 21) **Articles Left on Premises:** Any article remaining on the leased premises left, lost or checked by persons attending the Farmers' Market shall be collectible solely by Town.
- 22) **Signs:** Lessee, its agents, exhibitors, et al., shall only post signs as follows:
- a. Construction: any and all signs shall be constructed of materials approved by the Oro Valley Zoning Administrator and be constructed such that the integrity of the sign will not degrade while the sign is in place.
  - b. Frequency: No more than 90 days per year and no more than 10 days per month.
  - c. Number: No more than 4 signs per month.
  - d. Placement: Signs shall be placed in 6 predetermined locations on a rotating basis. One permanent sign may be placed on the Premises as agreed to by and between the Representatives.

23) **Town and Charitable Participation:**

- a. Town reserves, and at all times shall have the sole right to participate in any Farmers' Market for the purpose of promoting the Town and/or Town activities.
- b. Lessee shall provide one vendor booth without cost for use by the Southern Arizona Arts and Cultural Alliance each week that the Farmers' Market is held.
- c. Lessee shall reserve a minimum of one booth or 10% of the number of vendor booths for any given Market event, whichever is greater, for qualified civic and not-for-profit organizations. The Representatives shall

determine whether a civic and/or not-for-profit organization is qualified, and may give preference to local organizations.

- 24) **Use of Machinery:** Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the Premises or use oils, burning or using any agent other than gas or electricity. All decorative materials must be flameproof before the same will be allowed and should have written verification of such flameproof treatment or qualities.
- 25) **Traffic Control:** Lessee shall be responsible for any and all necessary traffic control measures for the Farmers' Market. In the event the Town Manager or his designee determines that additional traffic control is necessary, Lessee shall utilize qualified traffic control professionals.
- 26) **Assignment and Subletting:** Lessee shall have no right to assign or sublet this Lease without the prior written consent of Town. The criteria for approving such an assignment or subletting includes: (a) net worth; (b) industry reputation of assignee or sublessee; (c) experience; (d) business reputation; and (e) any and all other criteria that Town shall find relevant.

The terms assignment or subletting as used in this lease, shall include any and all transfers of Lessee's interest in this Lease whether voluntary or involuntary, including any lien upon Lessee's interest, or any transfer by Lessee, any assignee or sublessee, heir, personal representative, or successor of Lessee, or by any receiver or trustee with jurisdiction over Lessee, a subsequent assignee or sublessee or its property.

- 27) **Default and Town's Remedies:** Default shall be defined as the untimely performance of any and all clauses in this Lease. The Town may exercise any and all of the remedies herein enumerated or permitted by law. Default may include:
  - a. Failure to pay any rent payment or any portion thereof within ten (10) days of due date;
  - b. Abandonment of the leased premises, whether partial or total;
  - c. Failure to carry insurance as outlined in Paragraph #28;
  - d. Any and all checks given by the Lessee returned for insufficient funds or N.S.F; and
  - e. Any other event which the Town deems to be a material default; furthermore:

Town may exercise any or all remedies enumerated or permitted by law. Town may hold a landlord's lien on any and all personalty when Lessee is in default and Lessee expressly gives Town permission to remove and store at Lessee's expense, any personalty abandoned on the demised premises.

The Lessee shall pay upon demand all the Town's legal costs, charges and expenses, including the fees of counsel, and costs of appeal, staff and leasing agents retained by the Town, incurred in enforcing the Lessee's obligations hereunder or incurred by the Town in any litigation, negotiation or transaction in which the Lessee causes the Town to become involved or concerned.

Town may resort to any one or more of such remedies or rights, and adoption of one or more such remedies or rights, shall not necessarily prevent the enforcement of other remedies or rights concurrently or thereafter.

**28) Insurance:** As additional consideration over and above the rental payments made by Lessee herein, Lessee shall, at its own expense, comply with all of the following insurance requirements of the Town. It is agreed by the parties that the Lessee shall not occupy the premises until proof of the following insurance coverage has been furnished to the Town.

- a. Commercial general liability insurance, on an occurrence form, in the amount of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for premises operations, blanket contractual liability (to cover indemnification section), products, completed operations and independent contractors. These policies must name the Town as additional insured.
- b. Automobile liability insurance in the amount of One Million (\$1,000,000.00) Dollars per occurrence to provide coverage for any owned and non-owned vehicles used by the Lessee on the Facility premises, including loading and unloading hazards. This must name the Town as additional insured.
- c. Workers' compensation and employer's liability coverage as required by Arizona Statute. The Town requires evidence of this coverage.
- d. It is understood and agreed that all coverage provided by the Lessee are primary to any insurance or self-insurance program the Town has that covers the Courtyard and the Lessee and their insurance shall have no right of recovery or subrogation against the Town.
- e. All policies must be issued by companies authorized to do business in the State of Arizona and assigned a rating of A:X or better, per Best's Key Rating Guide, latest edition.
- f. The Town must receive thirty (30) days written notice prior to any cancellation, non-renewal or material change to the required insurance policies. This written notice must be sent to the Town.
- g. Evidence of the required insurance policies must be provided to the Town by submission of an original certificate of insurance thirty (30) days subsequent to the execution of this lease.

- h. Alternate coverage to satisfy these requirements is subject to prior approval of the Town's Risk Manager. Additional insurance coverage, as determined by the Town's Risk Manager, may be required for this lease.
- 29) Venue Relocation, Cancellation or Modification:** Town reserves the right after the execution or during the term of this Lease, at the Lessee's cost and expense, to modify any individual Farmers' Market date and/or duration, cancel any individual Farmers' Market date at any time, or remove the Lessee from the premises and relocate Lessee in some other space of Town's choosing of approximately the same dimensions and size. If Lessee is removed and relocated in other space, Lessee, by the execution of this Lease, acknowledges the foregoing right of Town, and no rights herein granted to Lessee, including but not limited to the right of peaceful and quiet enjoyment, shall be deemed or construed to have been breached or interfered with by reason of Town's exercise of the rights herein reserved in this Paragraph. Notice of relocation or modification as provided in this section shall be given at least 30 days in advance.
- 30) Termination:** Either party may terminate this lease, with or without cause, with 30 days notice to the other party.
- 31) Administrative Charges:** In the event any check, bank draft or negotiable instrument given for any money payment hereunder shall be dishonored at any time and from time to time, for any reason whatsoever not attributable to Town, Town shall be entitled, in addition to any other remedy that may be available, to make an administrative charge of Twenty (\$20.00) Dollars for each such check.
- 32) Delay of Possession:** In the event Town is unable to tender possession of the leased premises because of the unauthorized holding over of any tenant or tenants or due to delays in construction or any other reason, as long as such inability continues, a per diem abatement of the rent shall be allowed to Lessee but nothing shall operate to extend the term of this Lease beyond the original expiration date and said abatement of rent shall be the total limit of liability of Town to Lessee for any losses or damages incurred by Lessee due or related to such delay in obtaining possession of the leased premises. The computation of the per diem abatement in the rent is deemed to be the liquidated and agreed damages for any delay in possession.
- 33) Portions of Premises Not Demised:** Lessee understands and agrees that during the terms of this Lease, Town may use or cause to be used for conventions, expositions, attractions, or for any legal purpose whatsoever, any portion of the Steam Pump Ranch property not demised to Lessee. Town shall not be responsible for any actions of any other user of the Premises.
- 34) Market Plan and Review:** Lessee shall provide the Town with a Market Plan, within 30 days of the execution of this Lease to be reviewed by the Town Building Official, Town Fire Marshal and other Town representatives as needed to require compliance with any applicable life safety codes. The Market Plan shall contain a dimensioned site plan indicating the layout of the Steam Pump Ranch property to include the following:

- a. Estimated parking to be used by patrons and vendors.
- b. Additional security and maintenance measures and traffic control to be employed.
- c. The location of any and all temporary structures.
- d. Engineering design and erection details for temporary structures (if any).
- e. A floor plan defining the means of egress and the occupant load.
- f. Applicable electrical plans showing the location and size of electrical service, location of generator (if any), all electrical equipment, appliances and lighting fixtures, type of wiring used and wiring methods.

The Town hereby reserves the right, by written notice to Lessee within ten (10) days of receipt of the Market Plan, to require Lessee to make such changes, deletions and additions in the Market Plan and the operation policies described therein as the Town may deem reasonably necessary or desirable to the safe and efficient operation of the Premises. Upon receipt of such notice the Lessee may request a walkthrough survey of the Premises with the Town Building Official, Town Fire Marshal and other Town representatives as needed. Failure by Lessee to make any such reasonable changes, deletions or additions requested by the Town within ten (10) days after receipt of notice thereof shall constitute a default or Town may deny possession to the Lessee.

- 35) **Audits:** Lessee shall make available to Town Finance Department, upon request, all records and books related to this Lease at such time and place as shall be designated by Town for examination thereof for the purpose of an audit to be performed by an auditor designated by Town. Lessee shall inform all services retained by it to provide services in connection with Lessee's Lease of Town's premises pursuant to this Lease, that they must also agree to the foresaid provision relating to audit upon request of Town.
- 36) **Town's Employees and Agents:** Town will not furnish any auxiliary personnel unless otherwise expressly provided for herein under Paragraph #23.
- 37) **Emergency Powers to Vacate Premises:** The Town may order evacuation of all or any portion of the leased Premises, or cause to be removed therefrom any person or group of persons, any materials, equipment or other items if, in its judgment, circumstances of a dangerous or unusual nature have occurred, or the Town reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and Lessee waives any right and/or claim for damages against Town, its agents or servants, in such eventuality.
- 38) **Town Access:** The Town Representative or designee shall have at all times, total and complete access to all portions of the leased premises.
- 39) **Town Manager's Discretion:** Any matter not expressly provided for herein shall be within the reasonable discretion of the Town Manager.

**40) Miscellaneous:**

- a. All legal proceedings arising from this Lease shall be in the courts situated in Pima County, Arizona.
- b. If any section, subsection, clause or provision of this Lease is held invalid, the remainder shall not be affected by such invalidity.
- c. This Lease may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
- d. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Lease.
- e. This Lease contains and embodies the entire Lease of the parties hereto and no representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall be of any force and effect.
- f. In any conflict between the Lease and other written provisions, the Lease shall prevail.
- g. The Lessee acknowledges and understands that this contract in no way affords any rights and does not authorize any signage to be placed outside the boundaries of the Town property.
- h. The Lessee must obtain all appropriate permits and licenses for off-site signage from the Town.

**41) Cancellation:** This Lease is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Lease or any extension of the Lease is in effect, an employee or agent of any other party to the Lease in any capacity or a Contractor to any other party to the Lease with respect to the subject matter of the Lease.

**42) Force Majeure:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-interventions-acts, or failures or refusals to act by

government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.

**Lessor**

The Town of Oro Valley  
an Arizona Municipal Corporation

By: \_\_\_\_\_  
Greg Caton, Town Manager

Date: \_\_\_\_\_

**Lessee**

Heirloom Farmers' Market  
an Arizona Nonprofit Corporation

By: \_\_\_\_\_  
Manish Shah, Owner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Julie Bower, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tobin Sidles, Legal Services Director

STATE OF )  
 ) ss.  
COUNTY OF )

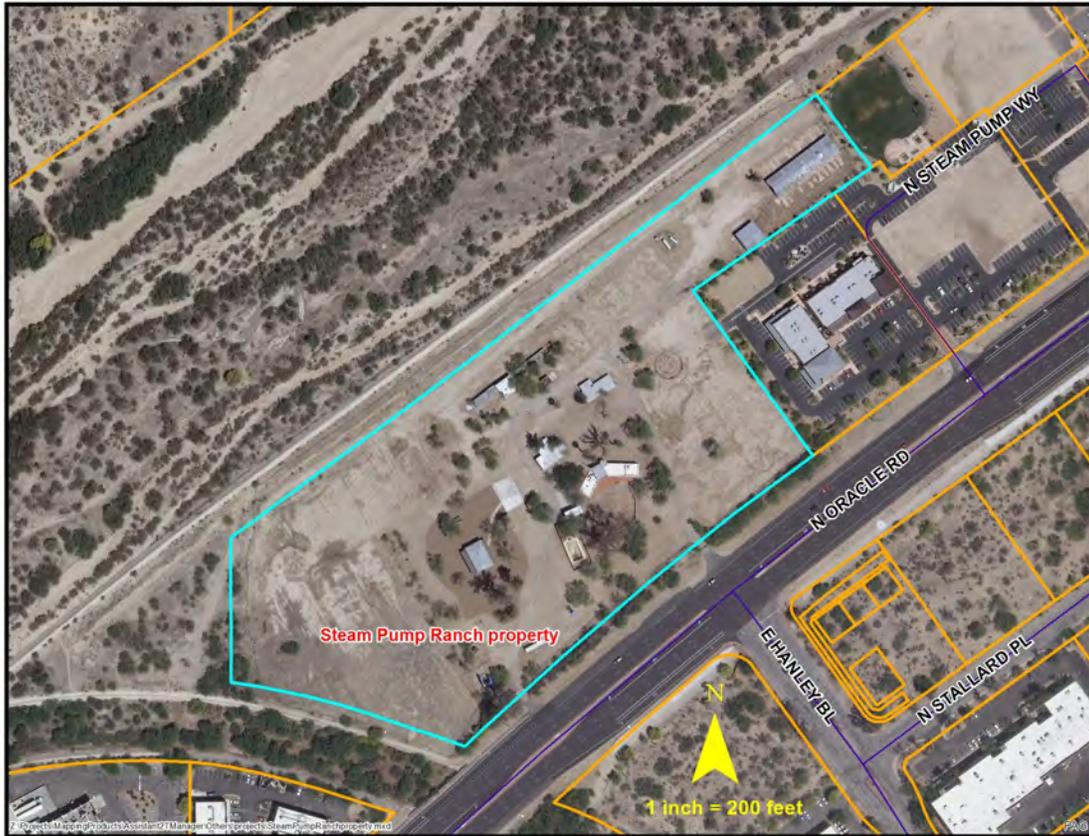
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_ as the authorized representative of Heirloom Farmers' Market.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

DRAFT

EXHIBIT "A"  
STEAM PUMP RANCH PREMISES





## Town Council Regular Session

Item # **1.**

**Meeting Date:** 09/04/2013  
**Requested by:** Roosevelt Arellano  
**Submitted By:** Roosevelt Arellano  
Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR A 345-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHERN TERMINUS OF LA CANADA DRIVE ON BOTH SIDES OF PEBBLE CREEK DRIVE

#### **RECOMMENDATION:**

The Conceptual Design Review Board recommends approval, subject to the conditions in Attachment 1.

#### **EXECUTIVE SUMMARY:**

This project entails a single-family residential development on 129 acres by Maracay Homes. The proposed Conceptual Site Plan (Attachment 2) depicts 345 lots in six (6) gated neighborhoods. The proposed lot sizes range from approximately 4,500 sq. ft. to 11,000 sq. ft. and will contain one or two-story homes.

The staff reports for the Conceptual Design Review Board meetings are included as Attachment 3 and the Conceptual Design Review Board drafted minutes are included as Attachment 4.

#### **BACKGROUND OR DETAILED INFORMATION:**

The property is surrounded by an existing golf course and is zoned Rancho Vistoso Planned Area Development. The existing zoning allows up to 1,100 dwelling units, one and two-story single-family homes, and one to three-story apartment type dwellings. Additional details can be found in the Conceptual Design Review Board staff reports (Attachment 3). The applicant is requesting approval of a Conceptual Site Plan for a 345 lot single-family residential development. The proposed Conceptual Site Plan includes several golf course setback reductions which require an approval by the Town Council, upon recommendation by the Conceptual Design Review Board (CDRB).

#### **Proposed Improvements**

- 345 lot single-family residential development
- Six gated subdivisions
- Four lot sizes ranging from 4,500 sq. ft. to 11,000 sq. ft.
- One and two-story homes (certain lots restricted to one-story)
- Three recreational areas

#### **Approvals To Date**

- The property was annexed and zoned Rancho Vistoso Planned Area Development in 1987.

### Conceptual Site Plan

The Conceptual Site Plan depicts 345 single-family residential lots in six gated neighborhoods. Each neighborhood is accessible from Pebble Creek Drive and will contain one of four lot sizes.

Although the zoning allows two-story homes, the applicant has self-imposed a one-story restriction on 48 lots located along the western boundary to address the neighbors' concerns over preserving existing views (Attachment 5).

The applicant has proposed three recreational areas which include amenities such as outdoor pool and spa, outdoor seating areas and fire place, covered picnic areas, and passive recreational areas.

The property is surrounded by an existing golf course and to ensure public safety, the Zoning Code requires a minimum setback between the proposed lots and the existing golf course. These setbacks may be reduced or enlarged based on a recommendation from a Town-hired golf course architect. Any reduction in setbacks must be approved by the Town Council. The applicant has requested several golf course setback reductions which have been reviewed and revised by a Town-hired golf course architect. The architect's recommended revisions include increases and reductions in the required golf course setbacks which have been incorporated into the Conceptual Site Plan and recommended for approval by the CDRB.

Further background information on the golf course setback reductions and analysis regarding conformance of the proposed Conceptual Site Plan in relation to the Design Principles and Standards is provided in the CDRB staff reports (Attachment 3).

### Conceptual Design Review Board

The Conceptual Site Plan was originally considered by the CDRB at their meeting on July 9th. Issues discussed at the meeting included location of two-story homes, golf course setback reductions, internal street spurs and site cross-sections. After discussion, the CDRB voted to continue the application to a later meeting date. The case was again considered at the meeting on August 13th, where the applicant presented a revised Conceptual Site Plan. The revised Conceptual Site Plan eliminated three street spurs, incorporated the golf course architect's recommended setbacks, and self-imposed the limiting of additional lots to one-story.

At the meeting on August 13th, the CDRB found that the Conceptual Site Plan and requested golf course setback reductions are in substantial conformance with the Design Review Principles and Standards. Consequently, the CDRB has recommended approval subject to the conditions in Attachment 1.

### Public Comment

Public notice included:

- Notification to all property owners within 600 feet
- Homeowners Association mailing
- Property Posting
- Town Hall and website postings

A neighborhood meeting was held on March 13, 2013. Approximately 55 residents attended the meeting and had concerns with preserving their existing views and preferred that only one-story homes be built along the golf course. A copy of the neighborhood meeting summary notes is included as Attachment 6.

Three letters of concern have been received (Attachment 7).

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to approve the Conceptual Site Plan and golf course setback reductions for Maracay at Vistoso subject to the conditions in Attachment 1, finding that the Conceptual Site Plan meets the applicable Design Review Principles and Standards.

OR

I MOVE to deny the Conceptual Site Plan and/or golf course setback reductions for Maracay at Vistoso, finding that the Conceptual Site Plan and/or golf course setback reductions do not meet the applicable zoning provisions in the Zoning Code, specifically \_\_\_\_\_.

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**Attachments**

Attachment 1 Conditions of Approval

Attachment 2 Conceptual Site Plan

Attachment 3 CDRB Staff Reports

Attachment 4 CDRB Draft Minutes

Attachment 5 Map of 1-story Home Restriction

Attachment 6 Neighborhood Meeting Summary Notes

Attachment 7 Letters of Concern

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Attachment 1  
Conditions of Approval  
Maracay at Vistoso  
Conceptual Site Plan  
OV1213-08  
September 4, 2013 Town Council

1. Homes shall be limited to one (1) story on Lots 194 thru 203 (Z-Lots North), Lots 135 thru 153 (Z-Lots South) and Lots 6 thru 24 (4,000's).
2. The applicant shall re-vegetate any disturbed common area located between the proposed residential lots and the golf course boundary.
3. Provide additional public right-of-way for La Canada Drive and Pebble Creek Drive. The right-of-way width shall be 80' per Rancho Vistoso and Town Subdivision Street Standards.

**GENERAL NOTES**

1. THE GROSS AREA OF THIS DEVELOPMENT IS 129.5 ACRES, INCLUDING A PORTION OF PEBBLE CREEK DRIVE RIGHT-OF-WAY, WHICH IS TO BE ABANDONED.
2. THE PROPOSED NUMBER OF RESIDENTIAL UNITS IS 345 (2.7 UNITS PER ACRE)
3. TOTAL LENGTH OF NEW PUBLIC STREET IS 0.77 MILES.
4. TOTAL LENGTH OF NEW PRIVATE STREET IS 3.25 MILES.
5. ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING, AND REVEGETATION BONDS MUST BE POSTED PRIOR TO THE ISSUANCE OF GRADING PERMITS.
6. ALL NEW RIGHTS OF WAY WILL BE DEDICATED BY FINAL PLAT.

**PLANNING GENERAL NOTES**

1. MAXIMUM BUILDING HEIGHT ALLOWED AND PROPOSED = 30'.
2. TOTAL AMOUNT OF OPEN SPACE REQUIRED = 2.4 AC., PER P.A.D. M.H.D.R. REQUIREMENTS.
3. TOTAL AMOUNT OF OPEN SPACE PROVIDED = 33.6 AC.
4. TOTAL AMOUNT OF LANDSCAPED COMMON AREAS = 25.0 AC.
5. SETBACKS REQUIRED/PROVIDED (PER P.A.D. M.D.R. STANDARDS): FRONT = 20'; SIDE = 0'-5'; REAR = 10'.
6. SETBACKS REQUIRED/PROVIDED (PER P.A.D. M.H.D.R. STANDARDS): FRONT = 20'; SIDE = 0'-5'; REAR = 5'.
7. COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE H.O.A.
8. EXISTING ZONING IS RANCHO VISTOSO P.A.D. MEDIUM, MEDIUM-HIGH, & HIGH DENSITY RESIDENTIAL (SEE SHEET 2).
9. ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF SEPARATE REVIEW AND APPROVAL PROCESS.
10. LOT SIZE RANGE SHOWN = 4,250 S.F. TO 20,810 S.F.

**ENGINEERING GENERAL NOTES**

1. THE DESIGN VEHICLE FOR THIS PROJECT IS A SU-30. THE DESIGN SPEED FOR PRIVATE ROADS IS 25 MPH. THE DESIGN SPEED FOR PEBBLE CREEK/LA CANADA DRIVE IS 35 MPH.
2. 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.
3. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.

**DRAINAGE GENERAL NOTES**

1. DEVELOPER WILL COVENANT TO HOLD THE TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
2. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
3. DRAINAGE STRUCTURES MUST BE CONSTRUCTED AND INSTALLED ACCORDING TO TOWN STANDARDS AND PAID FOR BY THE DEVELOPER.
4. ALL DRAINAGE STRUCTURES MUST BE DESIGNED TO CONVEY A Q100 FLOW.
5. ALL DRAINAGE FACILITIES WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY FROM THE BUILDING OFFICIAL FOR ALL AFFECTED BUILDINGS.
6. THE DEVELOPER WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.

**ORO VALLEY WATER GENERAL NOTES**

1. THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
2. THE TOWN OF ORO VALLEY HAS BEEN DESIGNATED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES AS HAVING AN ASSURED WATER SUPPLY, PURSUANT TO A.R.S. 45-576, AND WILL SERVE THIS DEVELOPMENT.
3. A LINE EXTENSION AGREEMENT FOR THIS PROJECT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE.
4. WATER INFRASTRUCTURE SHOWN IS NOT NECESSARILY THE FINAL DESIGN. A SEPARATE WATER IMPROVEMENT PLAN MUST BE SUBMITTED TO ORO VALLEY WATER UTILITY FOR REVIEW AND APPROVAL.

**WASTEWATER GENERAL NOTES**

1. PROJECT IS IN CONFORMANCE WITH SECTION J, WASTEWATER, OF THE PIMA COUNTY DEVELOPMENT PLAN REQUIREMENTS AS REFERENCED IN 18.71.030.A.

**GENERAL UTILITY NOTES**

1. SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE OF BUILDING PERMITS.

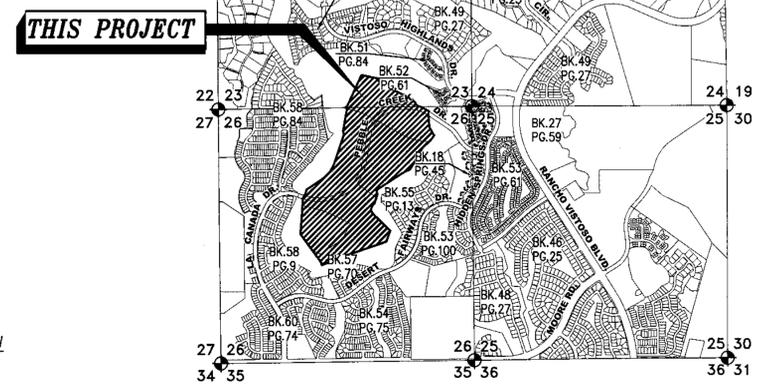
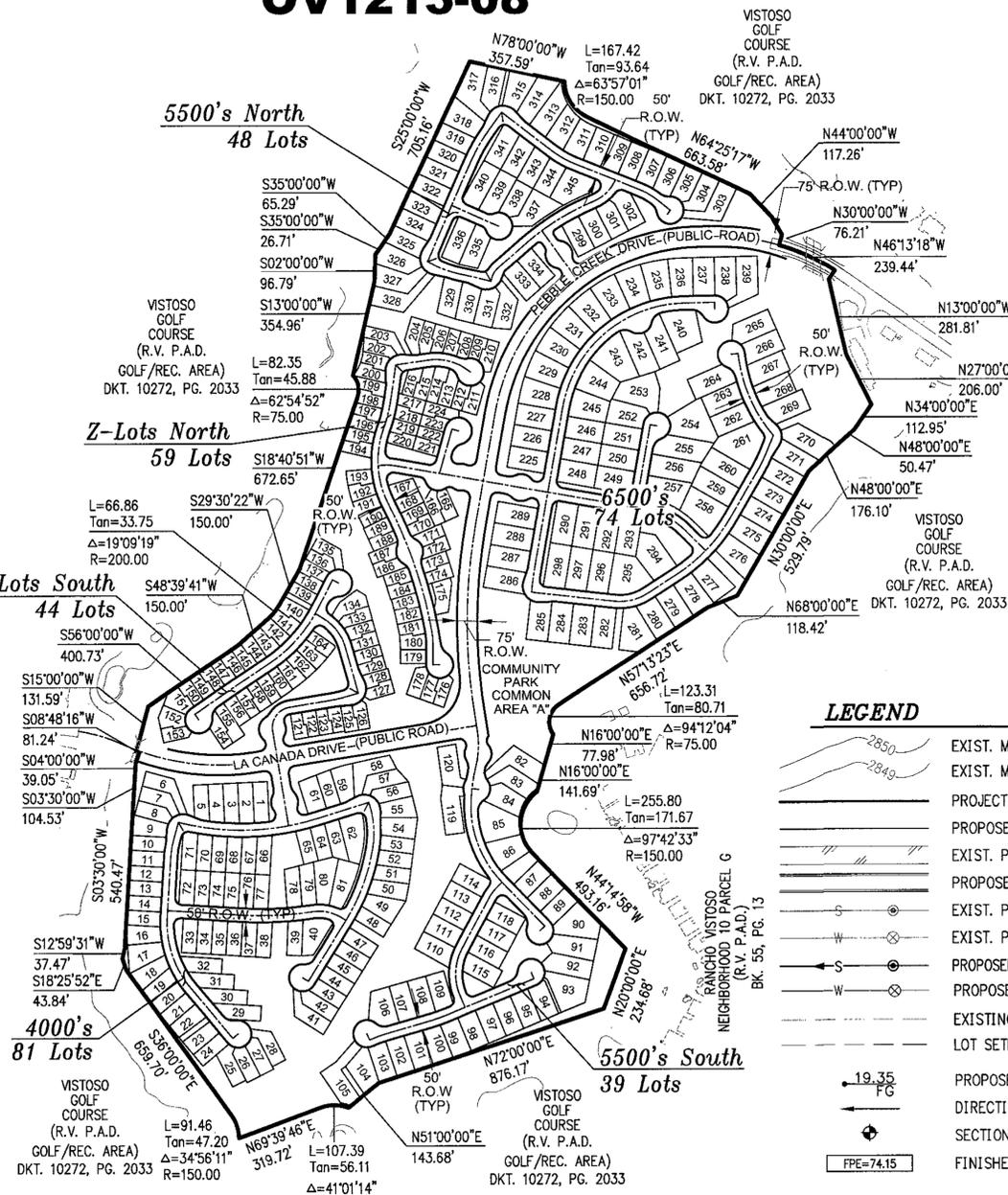
**GOLDER RANCH FIRE GENERAL NOTES**

1. FIRE HYDRANTS CONNECTED TO AN APPROVED WATER SUPPLY OF 1500 GPM FOR FIRE PROTECTION MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE. TEMPORARY CONSTRUCTION OFFICE TRAILERS ARE CONSIDERED COMBUSTIBLE MATERIAL.
2. APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
3. APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED FOR ALL GROUP A, B, E, F, H, I, M, R, AND S OCCUPANCIES FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION. APPROVED AUTOMATIC SPRINKLER SYSTEMS SHALL BE PROVIDED THROUGHOUT ALL ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES USED AS MODEL HOMES WITH SALES OR CONSTRUCTION OFFICES, AND ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES WHICH EXCEED 3,600 SQUARE FEET IN FIRE FLOW CALCULATION AREA HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION.
4. TEMPORARY STREET SIGNS MUST BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE OF VEHICLES. ALL STRUCTURES UNDER CONSTRUCTION MUST BE CLEARLY IDENTIFIED WITH AN APPROVED ADDRESS.

**PERMITTING DIVISION-BUILDING CODES**

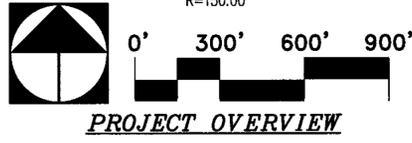
- THE FOLLOWING CODES AND STANDARDS SHALL BE APPLICABLE TO THIS DEVELOPMENT:
- 2006 INTERNATIONAL CODES WITH LOCAL AMENDMENTS
  - 2005 NATIONAL ELECTRIC CODE
  - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
  - 2006 GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS
  - 2008 ORO VALLEY POOL CODE
  - 2003 PC/COT STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC IMPROVEMENTS
  - 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL
  - 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL
  - TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED
  - ORO VALLEY TOWN CODE, CURRENT REVISED.

# CONCEPTUAL SITE PLAN MARACAY HOMES AT VISTOSO (RANCHO VISTOSO PARCELS 10D-F & 11AK-AL) OV1213-08



**LEGEND**

	EXIST. MAJOR CONTOUR		EXISTING CULVERT
	EXIST. MINOR CONTOUR		PROPOSED CULVERT
	PROJECT BOUNDARY		PROPOSED CONCRETE SIDEWALK
	PROPOSED LOT LINE		PROPOSED PAVEMENT
	EXIST. PAVEMENT		EXISTING
	PROPOSED CURB		100-YEAR FLOODPLAIN
	EXIST. PUBLIC SEWER LINE & MANHOLE		EROSION HAZARD SETBACK
	EXIST. PUBLIC WATERLINE & VALVE		EROSION PROTECTION
	PROPOSED PUBLIC SEWER LINE & MANHOLE		EXISTING FENCE
	PROPOSED PUBLIC WATERLINE & VALVE		LOT ACCESS LOCATION
	EXISTING EASEMENT LINE		PROPOSED SURVEY MONUMENT
	LOT SETBACKS (TYP.)		Z-LOT SERIES (4,250 S.F. MIN. LOT SIZE)
	PROPOSED SPOT ELEVATION		4000'S SERIES (55' X 125' MIN. LOT SIZE)
	DIRECTION OF FLOW		5500'S SERIES (70' X 130' MIN. LOT SIZE)
	SECTION CORNER OR 1/4 SECTION CORNER		6500'S SERIES (80' X 140' MIN. LOT SIZE)
	FINISHED PAD ELEVATION (FFE=FPE+0.67)		
	GRADE BREAK (GB/HP/LP)		



**OWNER**

TRUE LIFE COMMUNITIES  
2555 E. CAMELBACK RD. #770  
PHOENIX, AZ 85016  
(602) 626-8778  
ATTN: MIKE HARE  
MHARE@THETRUELIFECOMPANIES.COM

**DEVELOPER**

MARACAY 91 LLC  
15279 N. SCOTTSDALE RD. #300  
SCOTTSDALE, AZ 85254  
(480) 346-2691  
ATTN: JEN RUBY  
JRUBY@MARACAYHOMES.COM

**ENGINEER**

THE WLB GROUP, INC.  
4444 E. BROADWAY BLVD.  
TUCSON, AZ. 85711  
(520) 881-7480  
ATTN: DAVID LITTLE  
DLITTLE@WLBGROUP.COM

**SHEET INDEX**

SHEET 1..... COVER SHEET/NOTES  
SHEET 2..... NOTES AND CROSS SECTIONS  
SHEET 3..... SITE PLAN KEYMAP  
SHEETS 4-15..... SITE PLAN



**OV1213-08**  
**CONCEPTUAL SITE PLAN**  
FOR  
**MARACAY HOMES**  
**AT VISTOSO**  
LOTS 1 THROUGH 345 AND COMMON AREA "A"  
PARCELS 10D-F & 11AK-AL

BEING A PORTION OF SECTIONS 23 & 26  
TOWNSHIP 11 SOUTH, RANGE 13 EAST, G & S.R.M.  
TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

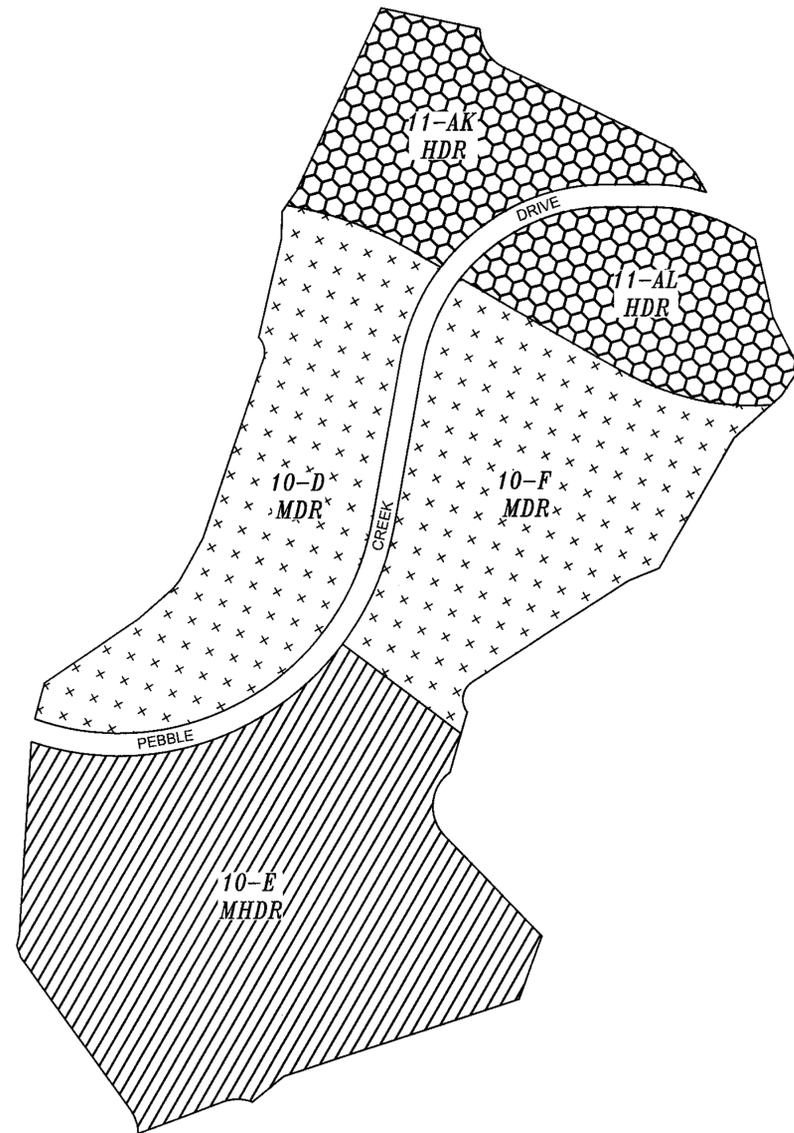
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WLB NO. 185050-MY01/0105  
CONTOUR INTERVAL: 1' SCALE: AS SHOWN REF. CASE #OV113-002  
**SHEET 1 OF 15**

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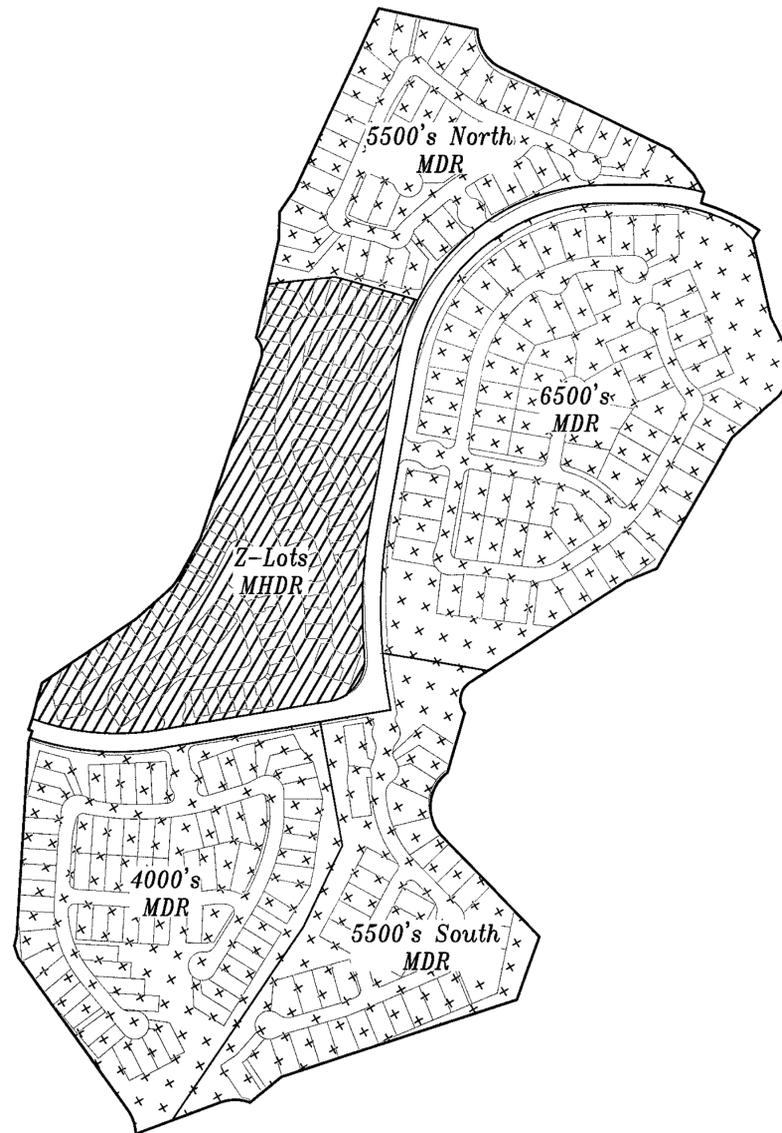
**P.A.D. LAND USES DESIGN  
STANDARDS UTILIZED ACCORDING  
TO PROPOSED LOT SIZES \***

**EXISTING P.A.D. LAND USES**



Parcel	Land Use	Max. Units
10-D	MDR (3-6 d.u./ac.)	130
10-E	MHDR (6-8 d.u./ac.)	302
10-F	MDR (3-6 d.u./ac.)	148
11-AK	HDR (8-21 d.u./ac.)	309
11-AL	HDR (8-21 d.u./ac.)	218

**Total: 1,107**

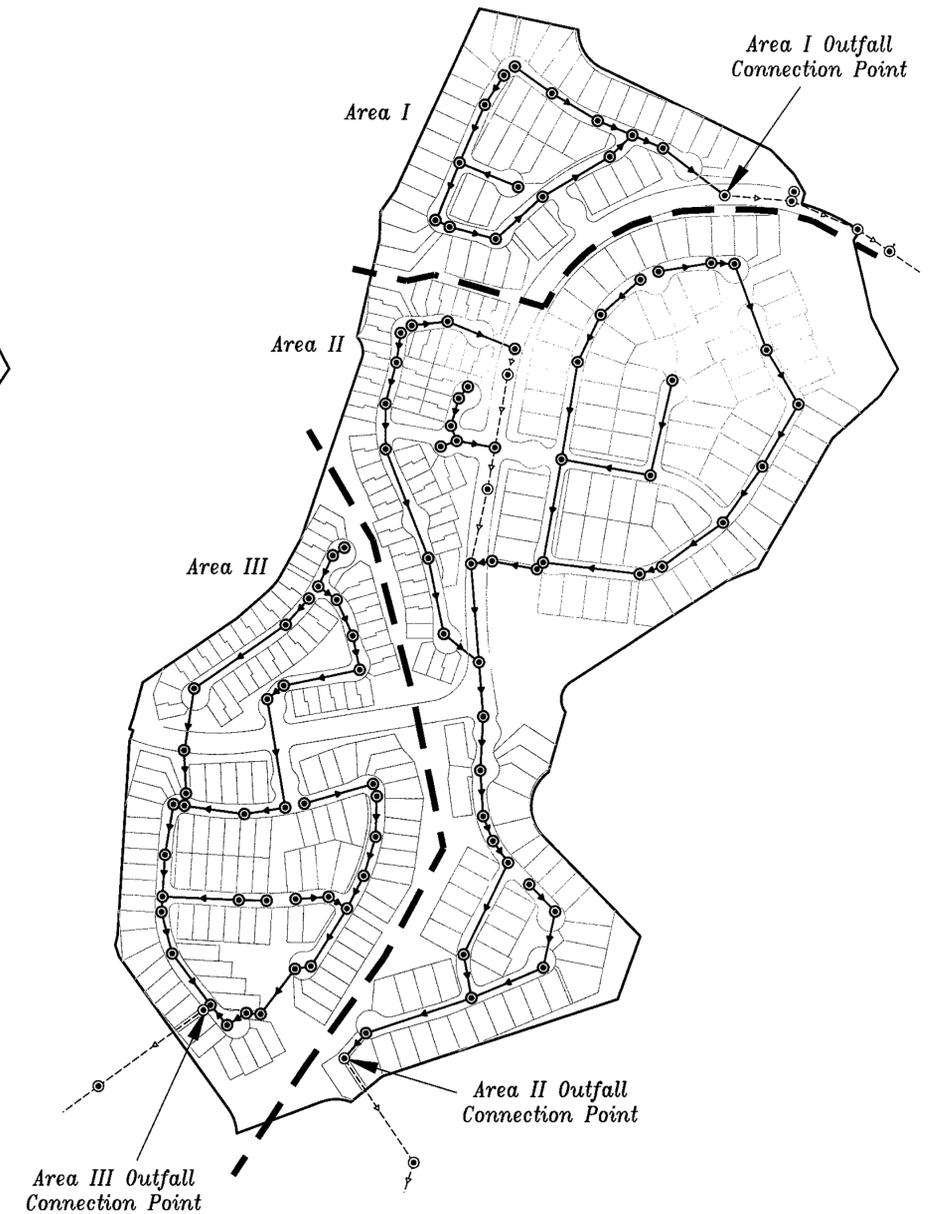


Parcel	Land Use	Proposed Units
6500's	MDR	74
5500's North	MDR	47
5500's South	MDR	39
4000's	MDR	81
Z-Lots	MHDR	104

**Total: 345**

\* Rancho Vistoso PAD Sec. 1.2.4.c.1.d.: "Density transfer...shall be permitted provided that...a planning unit to which density is transferred cannot increase more than one density category." For example, a medium density planning unit (10-D) could change to medium-high density (Z-Lots).

**SEWER LAYOUT OVERVIEW**



**OV1213-08  
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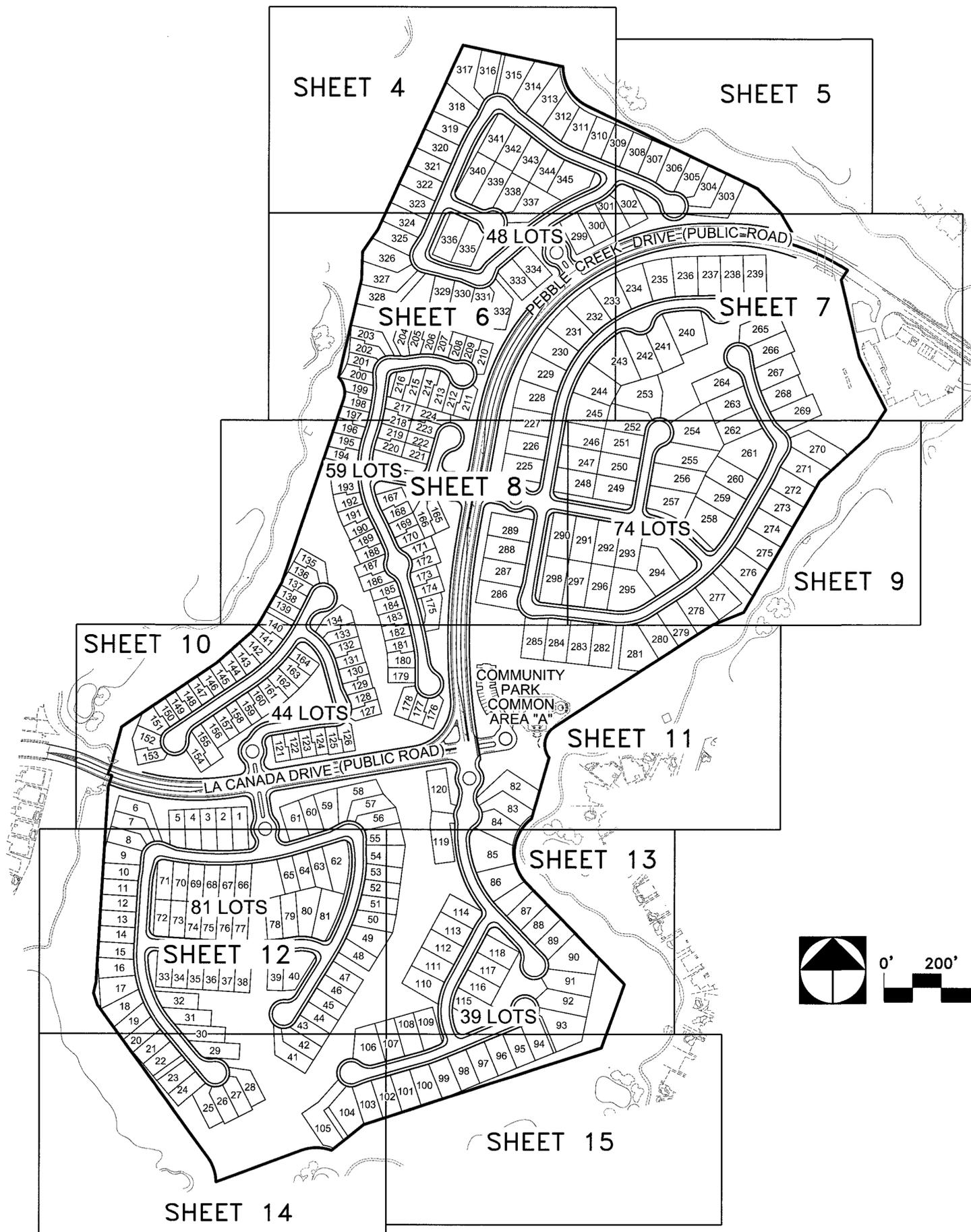
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WLB NO. 185050-MY04/0105  
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REF. CASE #OV113-002  
**SHEET 2 OF 15**

CONCEPTUAL SITE PLAN: MARACAY HOMES AT VISTOSO

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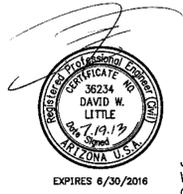
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SITE PLAN KEY MAP

0V1213-08  
 CONCEPTUAL SITE PLAN  
 FOR  
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**AT VISTOSO**  
 LOTS 1 THROUGH 345 AND COMMON AREA "A"  
 PARCELS 10D-F & 11AK-AL

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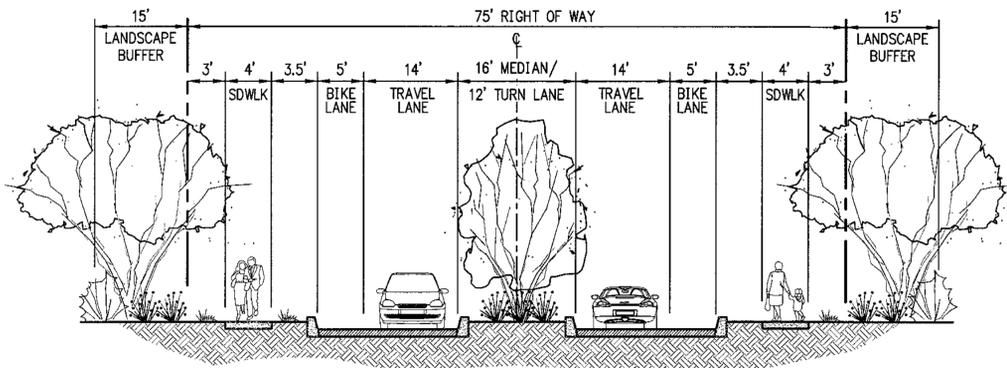
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**SHEET 3 OF 15**

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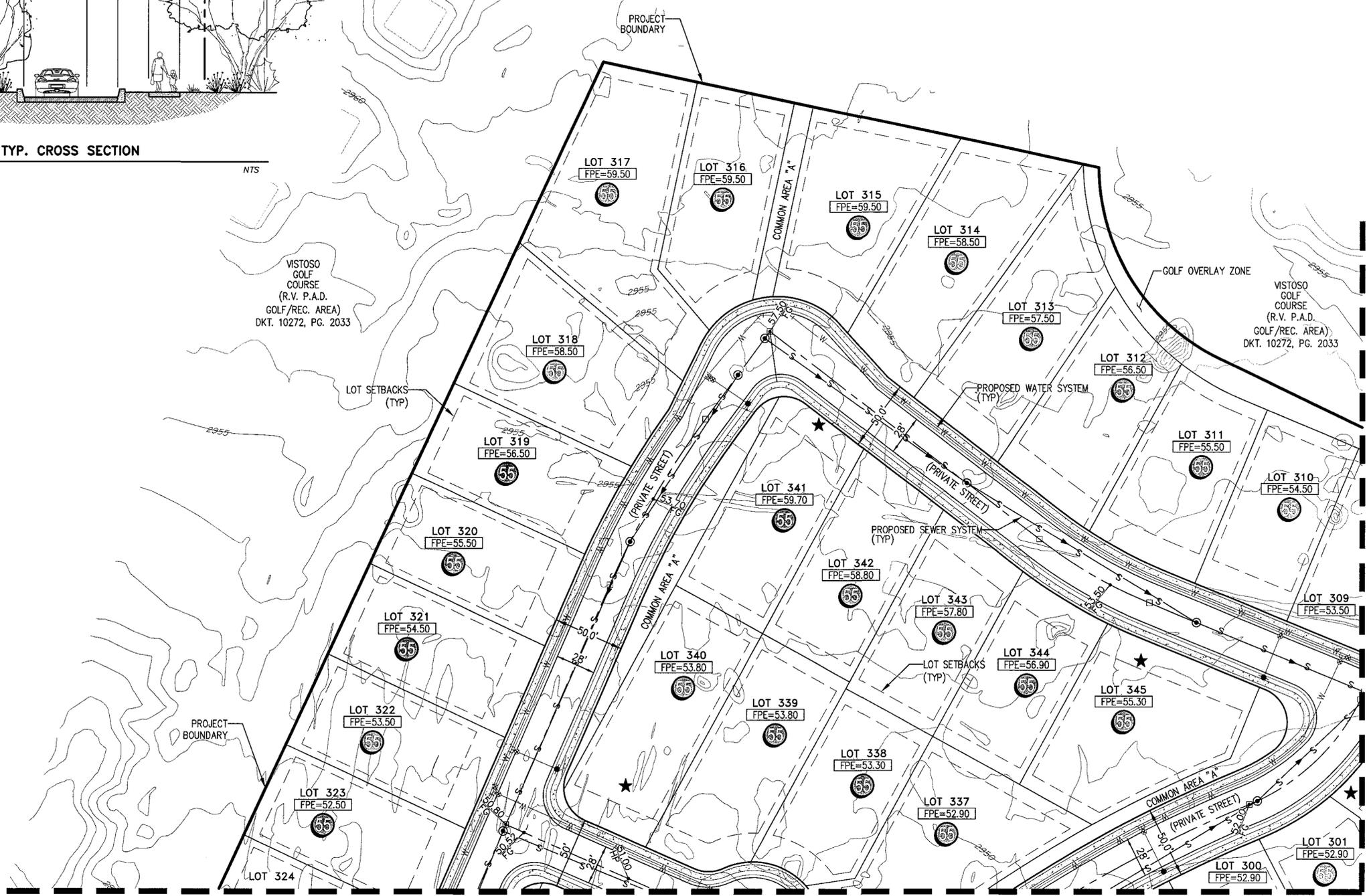
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1 PROPOSED PEBBLE CREEK/LA CANADA TYP. CROSS SECTION



MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 6

0V1213-08  
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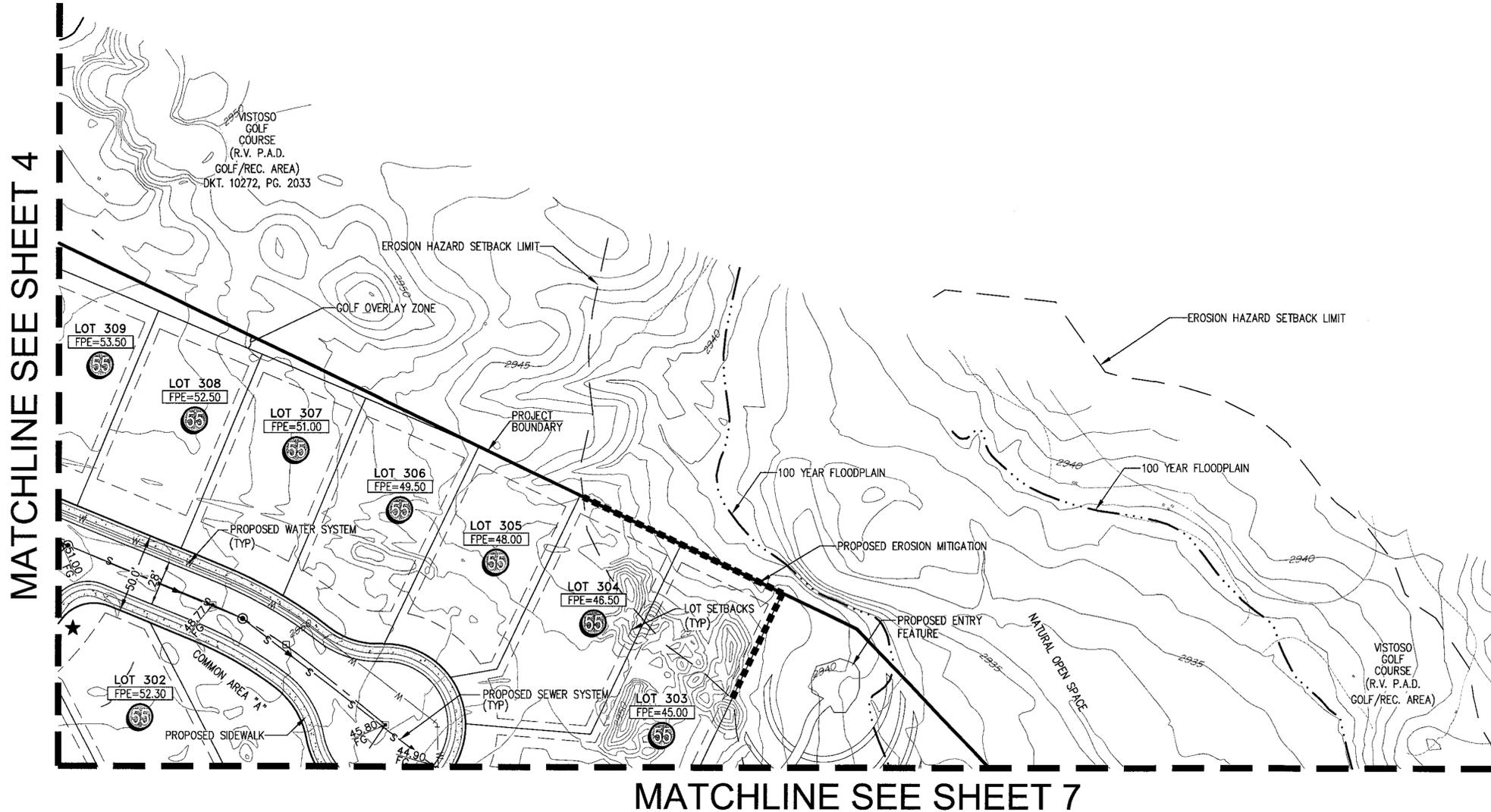
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 TOWNSHIP 11 SOUTH, RANGE 13 EAST, G & S.R.M.  
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JULY 2013  
 WLB NO. 185050-MY04/0105  
 CONTOUR INTERVAL: 1' SCALE: 1"=40'  
 REF. CASE #0V113-002  
**SHEET 4 OF 15**

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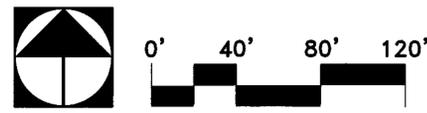


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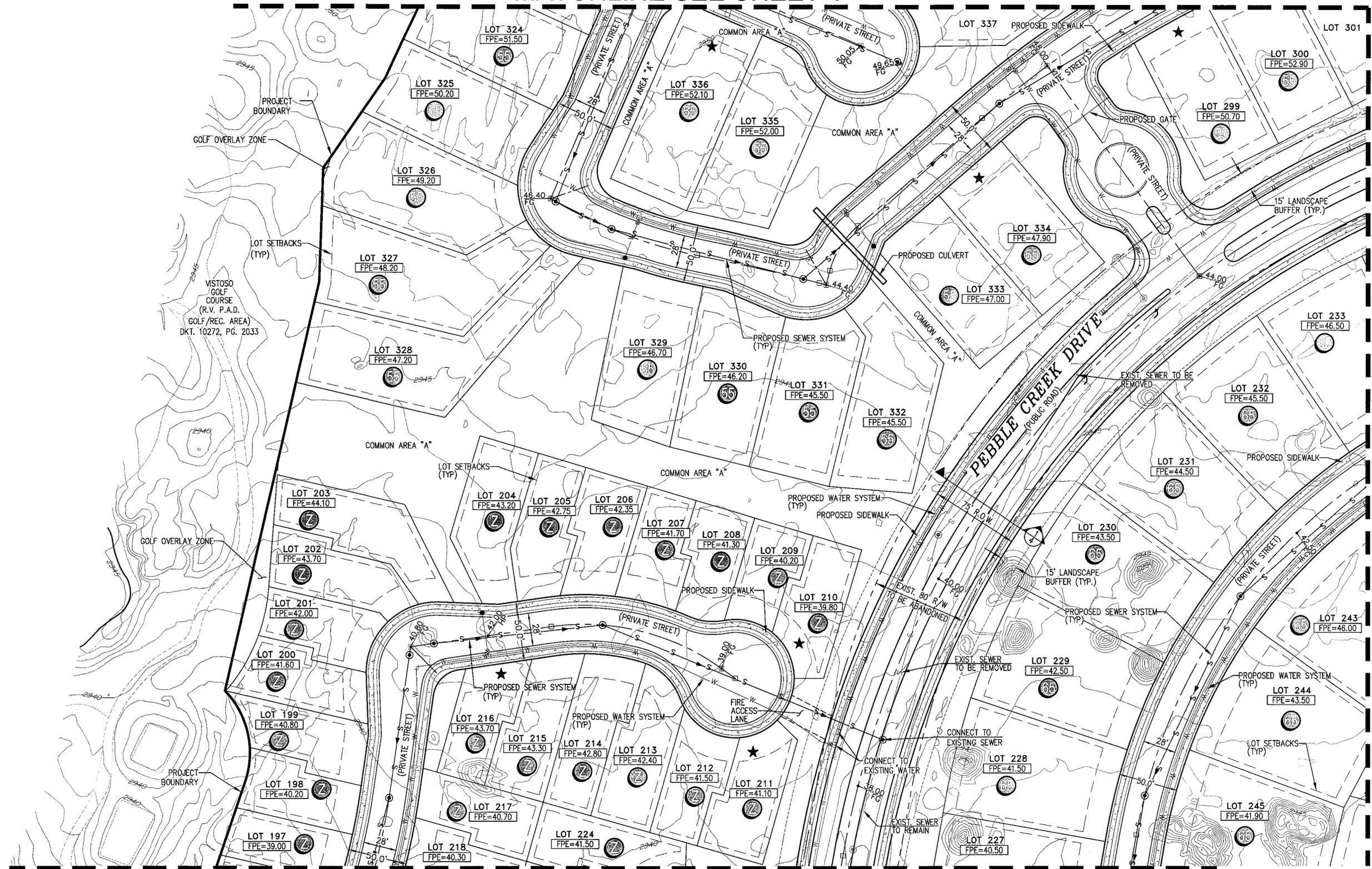
**OV1213-08**  
**CONCEPTUAL SITE PLAN**  
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 TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

JULY 2013  
 WLB NO. 185050-MY04/0105  
 CONTOUR INTERVAL: 1' SCALE: 1"=40'

REF. CASE #OV113-002  
**SHEET 5 OF 15**

MATCHLINE SEE SHEET 4



MATCHLINE SEE SHEET 7

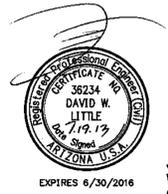
MATCHLINE SEE SHEET 8

0V1213-08  
 CONCEPTUAL SITE PLAN  
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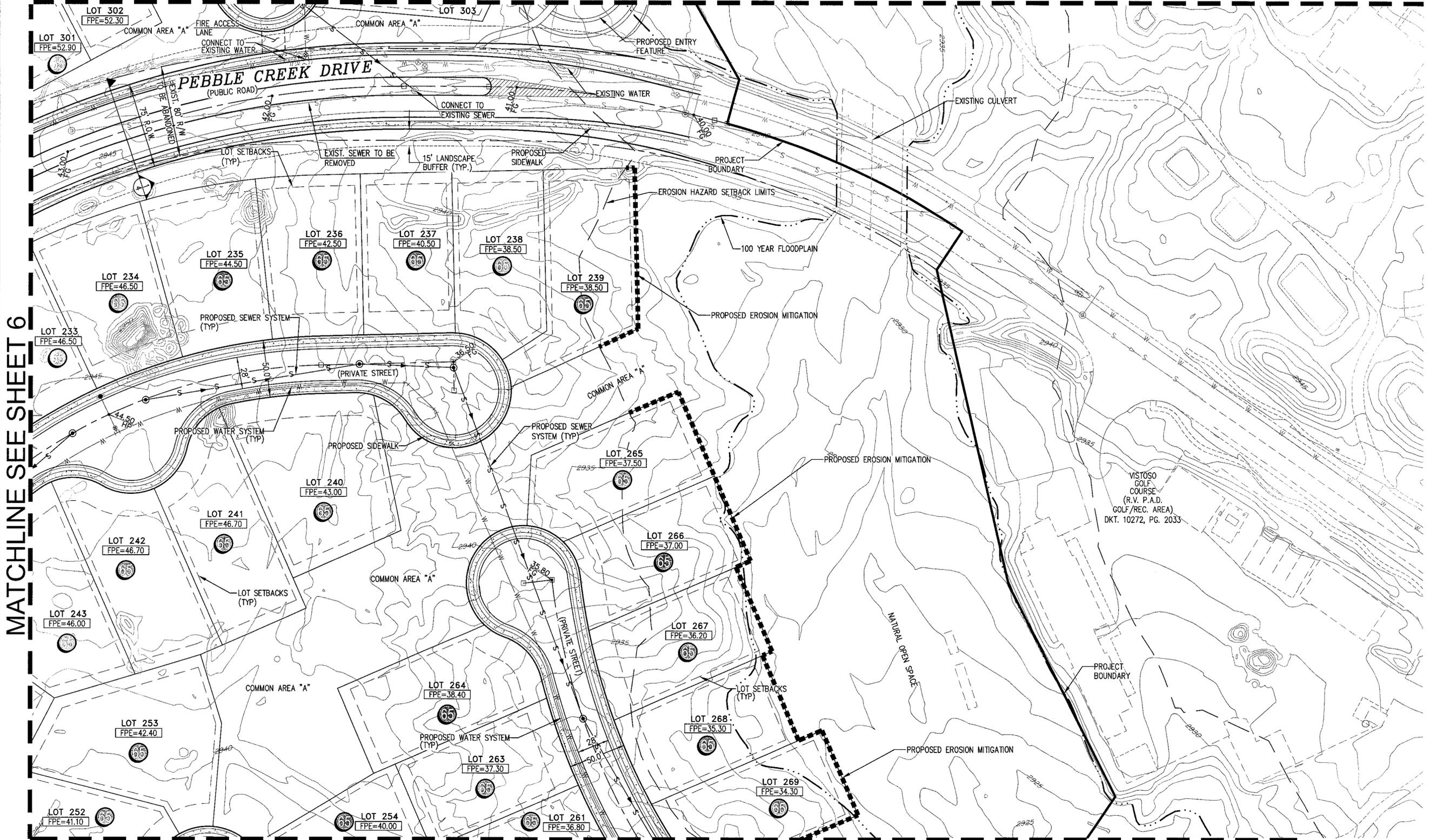
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 CONTOUR INTERVAL: 1' SCALE: 1"=40'  
 REF. CASE #0V113-002  
**SHEET 6 OF 15**

CONCEPTUAL SITE PLAN: MARACAY HOMES AT VISTOSO

MATCHLINE SEE SHEET 5



MATCHLINE SEE SHEET 6

MATCHLINE SEE SHEET 9

0V1213-08  
 CONCEPTUAL SITE PLAN  
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JULY 2013  
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 CONTOUR INTERVAL: 1' SCALE: 1"=40'  
 REF. CASE #0V113-002  
**SHEET 7 OF 15**

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MATCHLINE SEE SHEET 6

MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 10

VISTOSO GOLF COURSE (R.V. P.A.D.) GOLF/REC. AREA DKT. 10272, PG. 2033

0V1213-08  
CONCEPTUAL SITE PLAN  
FOR  
**MARACAY HOMES  
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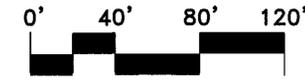
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CONTOUR INTERVAL: 1' SCALE: 1"=40'  
EXP. CASE #0V113-002  
SHEET 8 OF 15

CONCEPTUAL SITE PLAN: MARACAY HOMES AT VISTOSO

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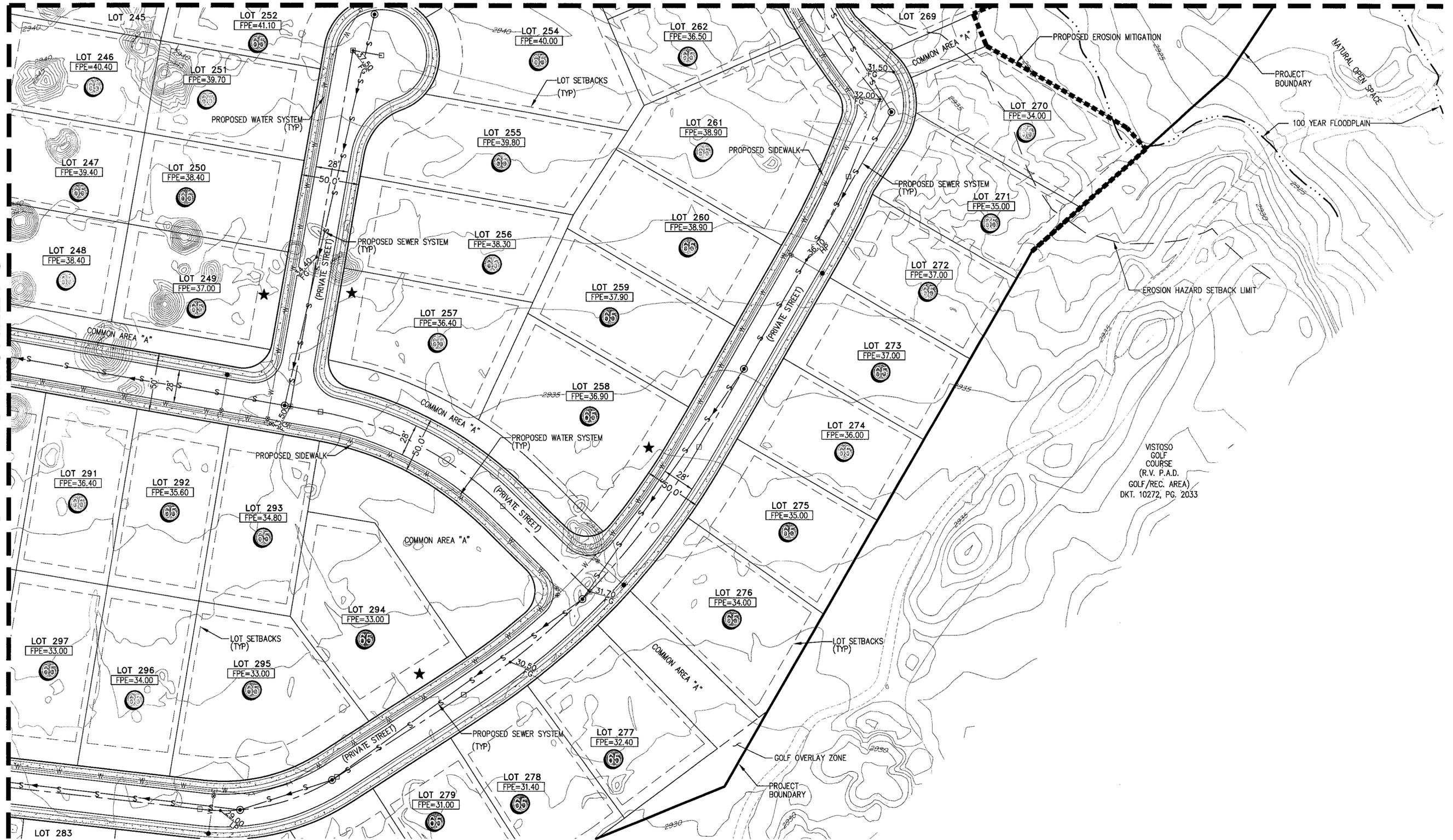
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MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 8



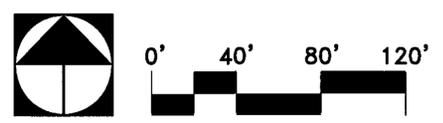
VISTOSO  
GOLF COURSE  
(R.V. P.A.D.  
GOLF/REC. AREA)  
DKT. 10272, PG. 2033

**OV1213-08**  
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JULY 2013  
WLB NO. 185050-MY04/0105  
CONTOUR INTERVAL: 1' SCALE: 1"=40'

REF. CASE #OV113-002  
SHEET 9 OF 15



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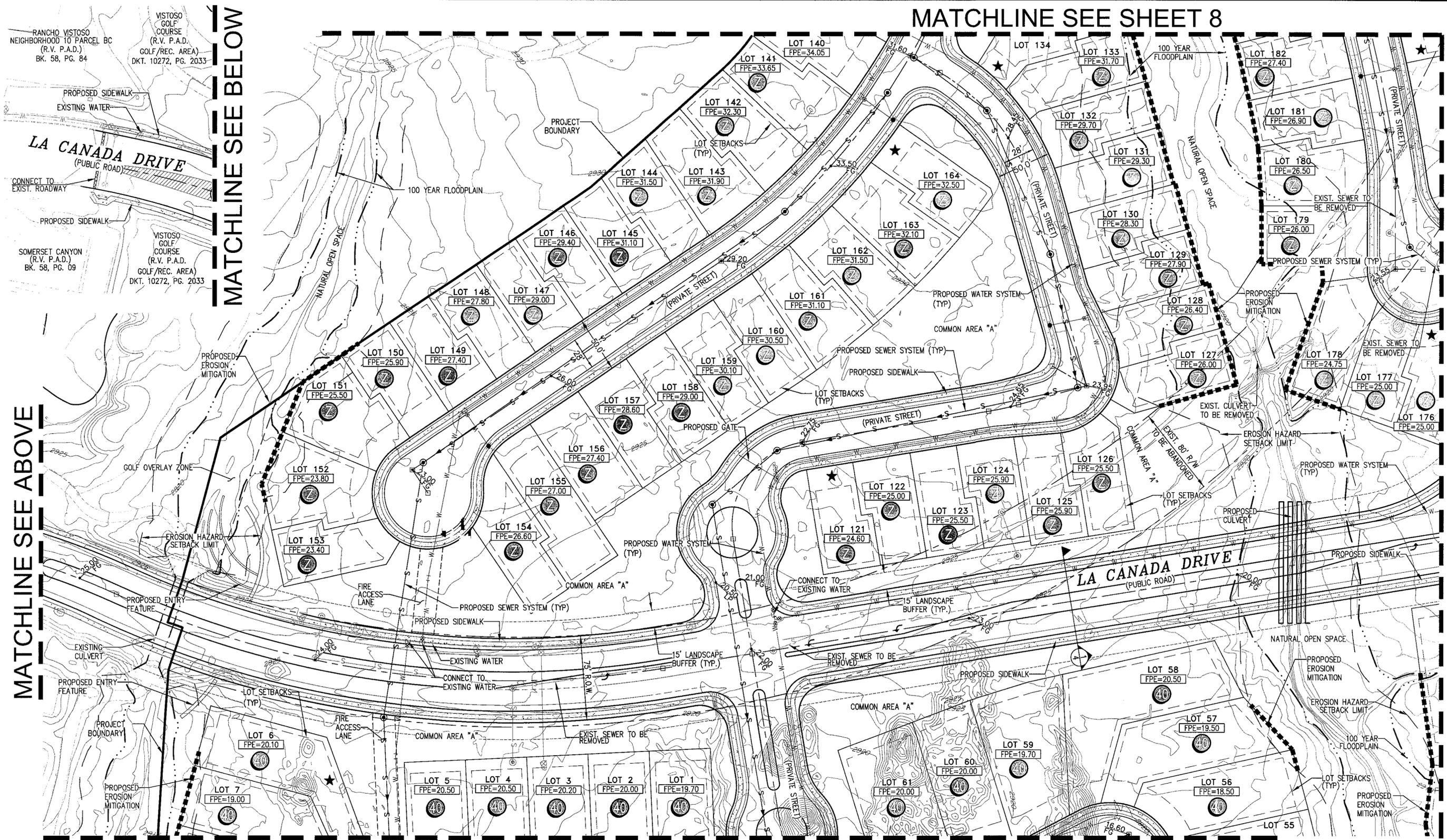
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MATCHLINE SEE SHEET 8

MATCHLINE SEE BELOW

MATCHLINE SEE ABOVE

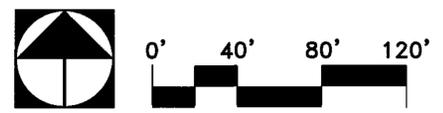
MATCHLINE SEE SHEET 11



MATCHLINE SEE SHEET 12

0V1213-08  
 CONCEPTUAL SITE PLAN  
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JULY 2013  
 WLB NO. 185050-MY04/0105  
 CONTOUR INTERVAL: 1' SCALE: 1"=40'  
 REF. CASE #0V113-002  
**SHEET 10 OF 15**

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MATCHLINE SEE SHEET 10



MATCHLINE SEE SHEET 13

MATCHLINE SEE SHEET 14

0V1213-08  
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JULY 2013  
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REF. CASE #0V113-002  
SHEET 12 OF 15

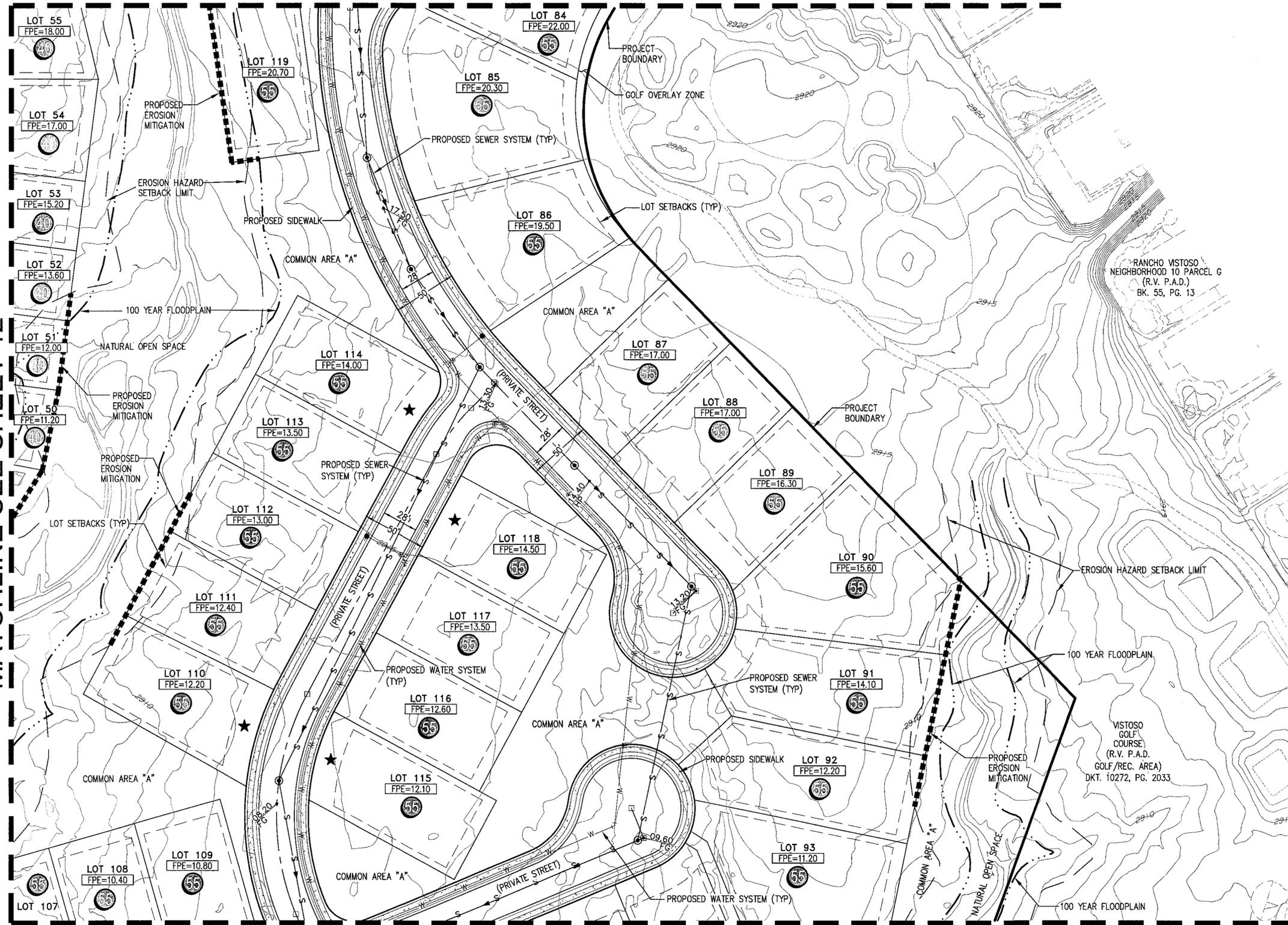
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MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 12



MATCHLINE SEE SHEET 15

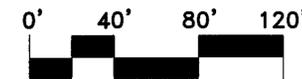
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 CONTOUR INTERVAL: 1' SCALE: 1"=40'

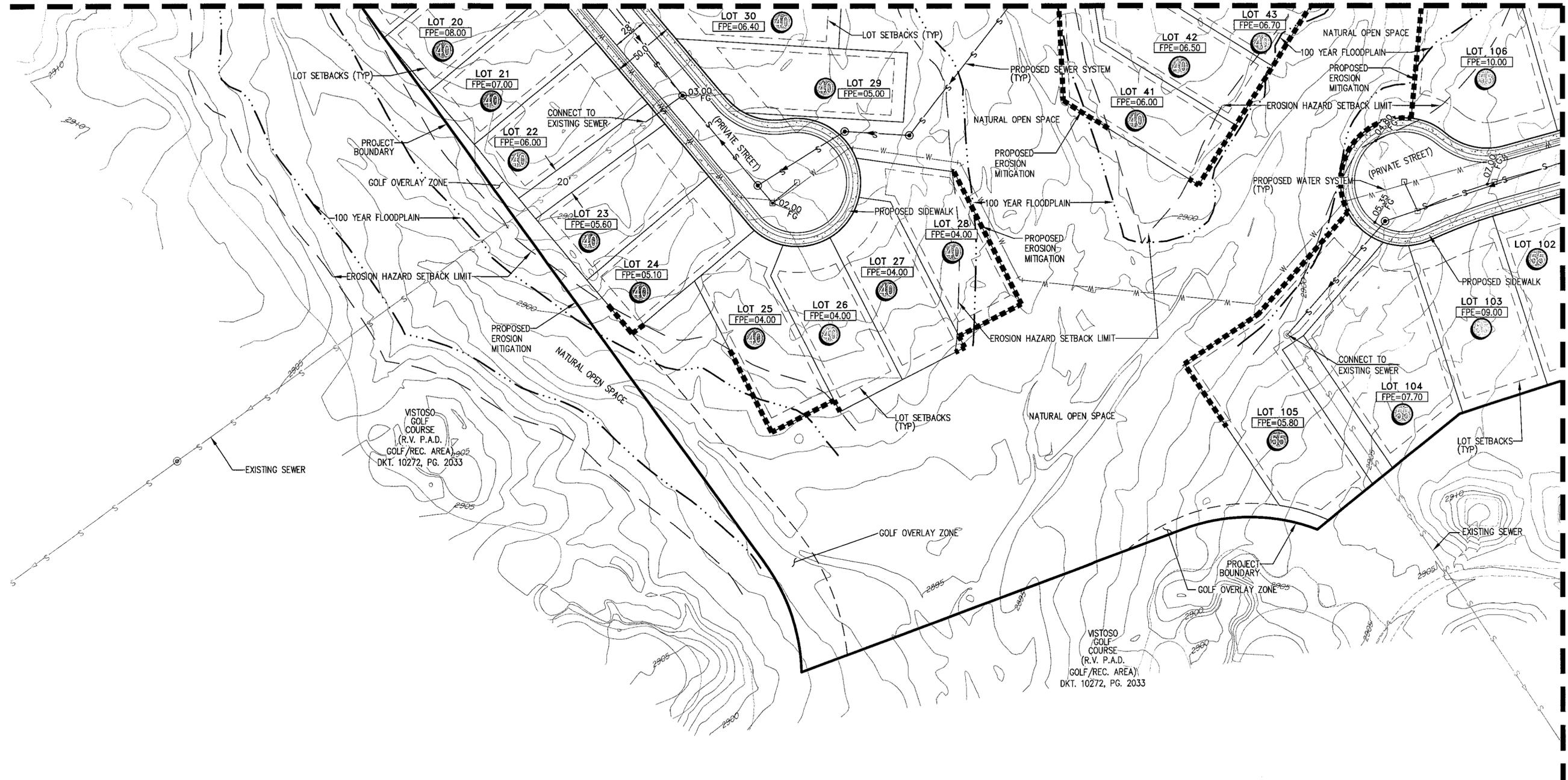
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 SHEET 13 OF 15



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N:\185050\WEIGHT\10 MY01 Donut Hole Plotting\CSF\13-SP.dwg

MATCHLINE SEE SHEET 12



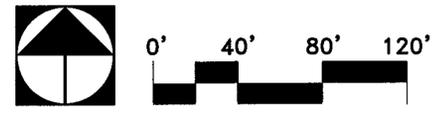
MATCHLINE SEE SHEET 15

OV1213-08  
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REF. CASE #OV113-002  
SHEET 14 OF 15

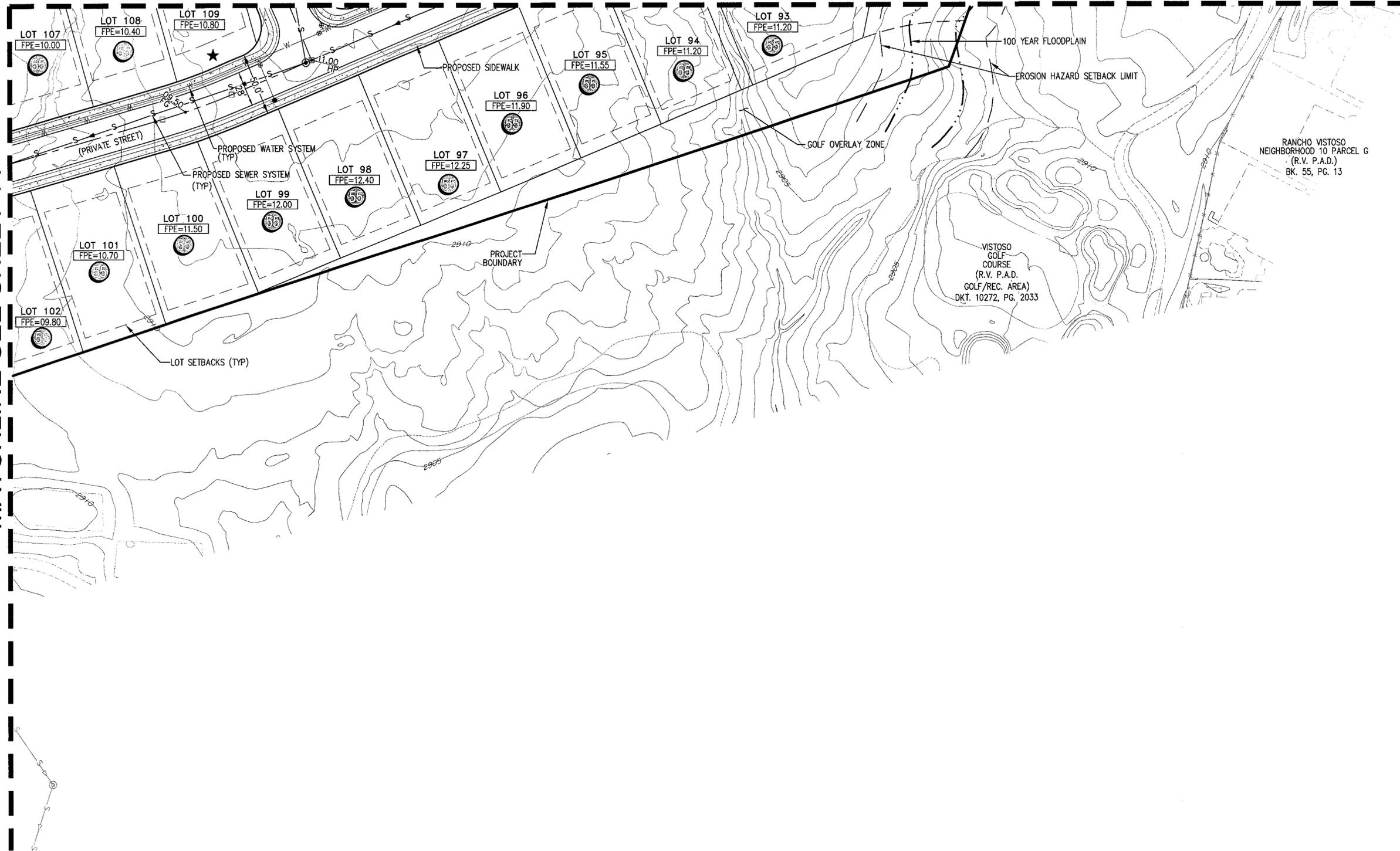


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MATCHLINE SEE SHEET 13

MATCHLINE SEE SHEET 14

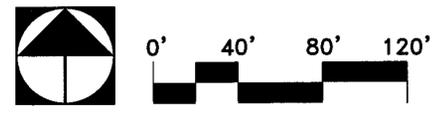


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**AT VISTOSO**  
 LOTS 1 THROUGH 345 AND COMMON AREA "A"  
 PARCELS 10D-F & 11AK-AL

BEING A PORTION OF SECTIONS 23 & 26  
 TOWNSHIP 11 SOUTH, RANGE 13 EAST, G & S.R.M.  
 TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

JULY 2013  
 WLB NO. 185050-MY04/0105  
 CONTOUR INTERVAL: 1' SCALE: 1"=40'

REF. CASE #OV113-002  
**SHEET 15 OF 15**

CONCEPTUAL SITE PLAN: MARACAY HOMES AT VISTOSO



## Conceptual Site Plan Conceptual Design Review Board Staff Report

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**CASE NUMBER:** OV1213-08 Maracay at Vistoso  
**MEETING DATE:** July 9, 2013  
**AGENDA ITEM:** 3  
**STAFF CONTACT:** Rosevelt Arellano, Planner  
[rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov) (520) 229-4817

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**Applicant:** Paul Oland of WLB Group, Inc. (520) 881-7480  
**Request:** **Conceptual Site Plan for 348 lot Single-family Development**  
**Location:** North of Moore Road and West Rancho Vistoso Boulevard, on both sides of Pebble Creek Drive  
**Recommendation:** Approve requested Conceptual Site Plan subject to conditions of Attachment 1

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### **SUMMARY:**

This project includes the development of a 129 acre property into 348 unit single-family residential development. This review entails the Conceptual Site Plan. The CDRB review is focused on the fundamental elements of the design, including: site layout; drainage/grading; connectivity; architectural design; and landscape concept. The information must be sufficient to demonstrate that the design concept is achievable and to ensure community fit.

The Conceptual Site Plan has been evaluated for conformance to the Rancho Vistoso Planned Area Development (RV PAD) development standards, Design Principles, the Design Standards, and the Golf Course Overlay Zone.

This report contains staff analysis, proposed conditions of approval and suggested motions for the Conceptual Site Plan. The Conceptual Design Principles are utilized as primary guidance for 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. The proposed Conceptual Site Plan is provided as Attachment 3.

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### **BACKGROUND:**

Land Use Context

The property is vacant and is zoned Rancho Vistoso Planned Area Development (RV PAD). The property is surrounded by an existing golf course. Surrounding the golf course are single-family lots to the west, south and east, and condominiums to the north. A Zoning Map for the area is provided as Attachment 4. As can be seen on the Zoning Map, the site contains several zoning categories, High Density Residential (HDR), Medium Density Residential (MDR), Medium High Density Residential (MHDR), and Open Space.

Site Conditions

- Site is 129 acres
- Property is vacant
- Property is subject to Golf Course Overlay District of the Zoning Code

Project Data Table

Although the property contains multiple zoning categories, the PAD permits development at lower intensity zoning standards. The applicant is exercising this PAD allowance and the project has been designed to meet the Medium Density Residential (MDR) and Medium High Density Residential (MHDR) development standards. The project does not utilize HDR (High Density Residential) development standards which permits higher densities and more intense development standards. The below table summarizes the project data associated with the request.

	<b>Allowed / Required</b>	<b>Proposed</b>
<b>Density (dwelling units/acre)</b>	3-17 du/ac or 1,125 units	2.7 du/ac or 348 units
<b>Building Heights</b>	34', three-story 30', two-story	30', one and two-story (Lots 23-30 and 65-76 limited to one-story)
<b>Lot Size Range</b>	2,000 sq. ft. to 5,000 sq. ft.	Average Size of Production Lots: - Z-Lots: 4,400 sq. ft. - 4,000's: 6,875 sq. ft. - 5,500's: 9,100 sq. ft. - 6,500's: 11,200 sq. ft.
<b>Open Space</b>	12.48 acres	33.6 acres
<b>Recreation Area</b>	N/A	2.50 acres

Approvals-To-Date

- RV PAD approved in 1987

Proposed Conceptual Site Plan

The Conceptual Site Plan (Attachment 3) depicts 348 single-family lots and six individual neighborhoods. Each neighborhood is proposed to be gated and accessible from Pebble Creek Drive. The below table contains information on the production lot types.

Production Lot Types	Number of Units	Average Lot Size	Total Gated Communities	Number of stories
Z-Lots	104	4,400 sq. ft.	2	30', one and two-story (Lots 23-30 one-story only)
4,000's	81	6,875 sq. ft.	1	30', one and two-story (Lots 65-76 one-story only)
5,500's	88	9,100 sq. ft.	2	30', one and two-story
6,500's	75	11,200 sq. ft.	1	30', one and two-story

The proposed landscape concept depicts the general landscape design within the common areas, Pebble Creek Drive and the recreational areas. There are three recreational areas totaling 2.5 acres that include the following amenities: covered picnic areas, passive recreational areas, parking lot, outdoor pool and spa, outdoor seating areas, covered picnic areas, and an outdoor fire place.

## DISCUSSION / ANALYSIS:

### A. Conceptual Site Design Principles, Section 22.9.D.5.a

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

1. *Building orientation: the location, orientation and size of structures shall promote a complementary relationship of structures to one another.*

**Staff Commentary:** The zoning permits two-story homes up to 30' in height. Residents in the surrounding neighborhoods have expressed concerns regarding potential loss of privacy if two-story homes are constructed on the perimeter lots. Although it is not within the Town's purview to restrict building height further, the applicant has agreed to limit building height on Lots 23-30 (Z-Lots) and 65-76 (4,000's) to one-story (see Attachment 5). A cross section showing the relationship between the proposed homes and the adjacent residents is included as Attachment 6. A condition has been added to Attachment 1 reflecting the applicant's agreement to limit certain lots to one-story.

2. *Drainage/grading: site grading shall minimize impacts on natural grade and landforms and provide for subtle transitions of architectural elements to grade. Significant cuts and fills in relation to natural grade shall be avoided or minimized to the extent practical given property constraints.*

Staff Commentary: The property slopes generally north to south. The site will be mass graded, however, no major cuts or fills will be required and no graded slopes will be visible. The proposed development is exempt from the Environmentally Sensitive Lands Ordinance because the Rancho Vistoso Planned Area Development zoning was approved prior to July 19, 2011.

Development of this parcel will increase runoff due to the addition of non-permeable surfaces associated with residential structures and subdivision streets. A full drainage report will be required as part of the Final Design review submittal. All post-development flow shall be mitigated and released in the same manner and quantity as the existing conditions.

3. *Connectivity: strengthen the usability and connectivity of the pedestrian environment internally and externally by enhancing access to the public street system, transit, adjoining development and pedestrian and bicycle transportation routes. Buildings and uses should provide access to adjacent open space and recreational areas where appropriate.*

Staff Commentary: The proposed neighborhoods will be accessible from Pebble Creek Drive which winds through the property in a general southwest to northeast direction. Pebble Creek Drive can enhance user connectivity by providing an alternative route for bicyclists and pedestrians traveling between the northern terminus of La Canada Drive and Rancho Vistoso Boulevard.

To enhance pedestrian connectivity, the Conceptual Landscape Plan shows a network of trail systems located in the common areas of each individual neighborhood. These trail systems will provide pedestrian access to Pebble Creek Drive and access to the main roadway system.

The applicant has been advised of additional issues which will be required to be addressed during the Final Design Stage. These issues to be addressed include bicycle lanes and sidewalks on Pebble Creek Drive, enhanced entryways and wall/screening plan.

#### B. Golf Course Overlay District

*The Golf Course Overlay District of the Zoning Code requires minimum setbacks between golf courses and residential property lines to protect property owners from errant golf balls and nuisances. The Town Council may approve encroachments into these setbacks provided that the applicant obtains a recommendation from the Conceptual Design Review Board based on a written recommendation from a Town-hired golf course architect. The criteria to be considered include vegetation to be preserved in place, grade separation between properties and the course, and prevailing winds.*

Staff Commentary: The Town has retained a golf course architect to review several requested golf course setbacks. The golf course architect has determined that the requested setbacks require minor lot line revisions. The applicant has reviewed the architect's finding and does not object to the recommended revisions. A drawing and report of the architect's proposed revisions is included as Attachment 7. A condition has been added to Attachment 1 requiring the golf course architect's recommendations are met.

### C. RV PAD Analysis

The Conceptual Site Plan is in conformance with the Rancho Vistoso MDR (Medium Density Residential) and MHDR (Medium High Density Residential) development standards, specifically the provisions for density, building setbacks, building heights, lot sizes, open space, and density transfer.

#### 1. Recreation

*No formal recreation area is required as the Rancho Vistoso PAD designates recreation areas for the entire development.*

Staff Commentary: Despite the lack of formal requirement, the applicant proposes to develop three (3) recreational areas totaling 2.5 acres. Two recreational areas are located in gated communities and include a tot lot, covered seating areas and passive recreation. The third recreational area is more accessible due to its central location and access from outside the gated communities. This recreational area is the largest of the three and contains a parking lot, outdoor pool and spa, outdoor seating areas and fire place, covered picnic areas, and passive recreational areas.

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## **PUBLIC PARTICIPATION:**

### Summary of Public Notice

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

### Neighborhood Meetings

A neighborhood meeting was held on March 13, 2013. Approximately 55 residents attended the meeting and had concerns with preserving their existing views and preferred that only one-story homes be built along the golf course. A copy of the neighborhood meeting summary notes are attached (see Attachment 8).

Two letters of concern have been received (see Attachment 9).

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**RECOMMENDATION:**

Based on a review of relevant standards, staff finds that the Conceptual Site Plan is in general conformance with the Rancho Vistoso Planned Area Development and the Zoning Code including Design Principles and applicable Design Standards.

It is recommended that the Conceptual Design Review Board take the following action:

**Recommend approval to the Town Council of the requested Conceptual Site Plan and golf course setback reductions under case OV1213-08, subject to the conditions on Attachment 1.**

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**SUGGESTED MOTIONS:**

I move to recommend approval of the Conceptual Site Plan and golf course setback reductions for Maracay at Vistoso, subject to the conditions in Attachment 1, finding that:

- The proposed Conceptual Site Plan meets the applicable Zoning Code Review criteria.

OR

I move to recommend denial of the Conceptual Site Plan and golf course setback reductions for Maracay at Vistoso as it does not meet the finding that\_\_\_\_\_.

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**ATTACHMENTS:**

1. Conditions of Approval
2. Location Map
3. Proposed Conceptual Site Plan
4. Zoning Map
5. One-story Locations
6. Cross Section
7. Golf Course Architect's Recommendation
8. Neighborhood Meeting Summary Notes
9. Two Letters of Concerns

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Chad Daines, AICP Principal Planner



## Conceptual Site Plan Conceptual Design Review Board Staff Report

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**CASE NUMBER:** OV1213-08 Maracay at Vistoso  
**MEETING DATE:** August 13, 2013  
**AGENDA ITEM:** 2  
**STAFF CONTACT:** Rosevelt Arellano, Planner  
[rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov) (520) 229-4817

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**Applicant:** Paul Oland of WLB Group, Inc.  
**Request:** **Conceptual Site Plan for 345 lot Single-family Development**  
**Location:** North of Moore Road and West Rancho Vistoso Boulevard, on both sides of Pebble Creek Drive  
**Recommendation:** Approve requested Conceptual Site Plan subject to conditions

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### SUMMARY:

The applicant is requesting approval of a Conceptual Site Plan to allow construction of a 345 unit single-family residential development. On July 9, 2013, the CDRB voted to continue this item to allow the applicant time to address concerns with traffic circulation, golf course setbacks reductions, street spurs and site cross sections. In response to the concerns, the applicant has submitted a revised Conceptual Site Plan and site cross sections. The report is divided into two sections:

1. Analysis of the applicant's response to the CDRB's concerns.
  2. Information previously included in the July 9<sup>th</sup>, 2013, CDRB staff report.
- 

### APPLICANT'S RESPONSE TO CDRB CONCERNS – SECTION 1:

In response to the CDRB's concerns, the applicant has submitted a revised Conceptual Site Plan (CSP) (see Attachment 2). The revised CSP shows three fewer lots and includes minor design changes related to CDRB's concerns with golf course setback reductions and street spurs. The following is an analysis of the applicant's response to the concerns.

### 1. Golf Course Setback Reductions

The Zoning Code requires minimum setbacks between golf courses and residential property lines to protect property owners from errant golf balls and nuisances. The Zoning Code permits golf course setback reductions with recommendations from the CDRB and a Town-hired golf course architect.

The Town has retained a golf course architect to review several requested golf course setback reductions. Based on current industry standards, the golf course architect recommended several changes to the proposed CSP. At its previous meeting, the CDRB expressed concerns with the Zoning Code provisions and requested clear diagrams of each of the architect's recommended golf course setback reductions. The architect's report and recommendation for each hole is included as Attachment 3.

Subsequent to the July 9<sup>th</sup> CDRB meeting, the applicant has incorporated the architect's recommended golf course setback reductions into the revised CSP. The proposed revision has created open space areas between the proposed lots and the adjacent golf course. A condition has been added requiring re-vegetation of any disturbed area created by the golf course setback reductions. The golf course architect will be available to answer questions at the August 13<sup>th</sup>, 2013, CDRB meeting.

### 2. Street Spurs

The Town's Subdivision Street Standards requires that permanent dead-end streets be designed with an adequate turnaround area at the dead end. However, the Subdivision Street Standards also provides an exception to the requirement: the "...turnaround area may not be required on dead-end streets less than 150' in length if municipal services such as fire, refuse, school buses, delivery and repair vehicles, and postal service, can be provided without use of the street, and the street is not to be maintained by the Town."

Street spurs are permitted by the Town's Subdivision Street Standards when all stipulated requirements are met. However, CDRB expressed concerns with the turnaround maneuverability of vehicles within the dead-end street areas. To address this concern, the applicant has revised the Conceptual Site Plan to include cul-de-sacs in-lieu of all proposed street spurs. The cul-de-sac is a preferred design and provides an adequate turnaround area at dead streets.

### 3. Traffic Circulation

The Rancho Vistoso PAD was adopted nearly 25 years ago with the vision that its planned roadways would adequately serve all future residential developments within the PAD.

The proposed area of development was originally planned for a density of 1,107 residential units per the Rancho Vistoso PAD. The roadway network that ties into the proposed area of development was designed to accommodate the future traffic

generated from such a development. However, Maracay's proposal for a density of 345 residential units is significantly lower than originally planned. A traffic report was prepared for Maracay's proposed subdivision and the findings show that the surrounding roadway network is more than capable of accommodating the additional traffic generated by the development with minimal impacts; this includes La Canada Drive to the south and Hidden Spring Drive to the east. The Town Engineer's office has reviewed the report and agrees with its findings.

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## **PREVIOUS INFORMATION – SECTION II:**

The following information was provided in the July 9<sup>th</sup> CDRB staff report.

The CDRB review is focused on the fundamental elements of the design, including: site layout; drainage/grading; connectivity; architectural design; and landscape concept. The information must be sufficient to demonstrate that the design concept is achievable and to ensure community fit. The Location Map (Attachment 4) provides context of the site in relation to the surrounding area.

### **BACKGROUND:**

#### Land Use Context

The property is vacant and is zoned Rancho Vistoso Planned Area Development (RV PAD). The property is surrounded by an existing golf course. Surrounding the golf course are single-family lots to the west, south and east, and condominiums to the north. A Zoning Map for the area is provided as Attachment 5. As can be seen on the Zoning Map, the site contains several zoning categories, High Density Residential (HDR), Medium Density Residential (MDR), Medium High Density Residential (MHDR), and Open Space.

#### Site Conditions

- Site is 129 acres
- Property is vacant
- Property is subject to Golf Course Overlay District of the Zoning Code

#### Project Data Table

Although the property contains multiple zoning categories, the PAD permits development at lower intensity zoning standards. The applicant is exercising this PAD allowance and the project has been designed to meet the Medium Density Residential (MDR) and Medium High Density Residential (MHDR) development standards. The project does not utilize HDR (High Density Residential) development standards which permits higher densities and more intense development standards. The below table summarizes the project data associated with the request.

	Allowed / Required	Proposed
<b>Density (dwelling units/acre)</b>	3-17 du/ac or 1,125 units	2.7 du/ac or 345 units
<b>Building Heights</b>	34', three-story 30', two-story	30', one and two-story (Lots 194-203 and 6-17 limited to 1-story)
<b>Lot Size Range</b>	2,000 sq. ft. to 5,000 sq. ft.	Average Size of Production Lots: - Z-Lots: 4,400 sq. ft. - 4,000's: 6,875 sq. ft. - 5,500's: 9,100 sq. ft. - 6,500's: 11,200 sq. ft.
<b>Open Space</b>	12.48 acres	33.6 acres
<b>Recreation Area</b>	N/A	2.50 acres

Approvals-To-Date

- RV PAD approved in 1987

Proposed Conceptual Site Plan

The Conceptual Site Plan (Attachment 2) depicts 345 single-family lots and six individual neighborhoods. Each neighborhood is proposed to be gated and accessible from Pebble Creek Drive. The below table contains information on the production lot types.

Production Lot Types	Number of Units	Average Lot Size	Total Gated Communities	Number of stories
Z-Lots	104	4,400 sq. ft.	2	30', one and two-story (Lots 194-203 one-story only)
4,000's	81	6,875 sq. ft.	1	30', one and two-story (Lots 6-17 one-story only)
5,500's	86	9,100 sq. ft.	2	30', one and two-story
6,500's	74	11,200 sq. ft.	1	30', one and two-story

The proposed landscape concept depicts the general landscape design within the common areas, Pebble Creek Drive and the recreational areas. There are three recreational areas totaling 2.5 acres that include the following amenities: covered picnic areas, passive recreational areas, parking lot, outdoor pool and spa, outdoor seating areas, covered picnic areas, and an outdoor fire place.

**DISCUSSION / ANALYSIS:**

The proposed Conceptual Site Plan has been evaluated for conformance with the Rancho Vistoso Planned Area Development (RV PAD) development standards, Design

Principles and Design Standards of the Zoning Code. The following is a list of applicable code provisions (in italics).

A. RV PAD Analysis

The Conceptual Site Plan is in conformance with the Rancho Vistoso MDR (Medium Density Residential) and MHDR (Medium High Density Residential) development standards, specifically the provisions for density, building setbacks, building heights, lot sizes, open space, and density transfer.

1. Recreation

*No formal recreation area is required as the Rancho Vistoso PAD designates recreation areas for the entire development.*

Staff Commentary: Despite the lack of formal requirement, the applicant proposes to develop three (3) recreational areas totaling 2.5 acres. Two recreational areas are located in gated communities and include a tot lot, covered seating areas and passive recreation. The third recreational area is more accessible due to its central location and access from outside the gated communities. This recreational area is the largest of the three and contains a parking lot, outdoor pool and spa, outdoor seating areas and fire place, covered picnic areas, and passive recreational areas.

B. Conceptual Site Design Principles, Section 22.9.D.5.a

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

1. *Building orientation: the location, orientation and size of structures shall promote a complementary relationship of structures to one another.*

Staff Commentary: The zoning permits two-story homes up to 30' in height. Residents in the surrounding neighborhoods have expressed concerns regarding potential loss of privacy if two-story homes are constructed on the perimeter lots. Although it is not within the Town's purview to restrict building height further, the applicant has agreed to limit building height on Lots 194 thru 203 (Z-Lots) and 6 thru 17 (4,000's) to one-story (see Attachment 6). A site cross section showing the relationship between the proposed homes and the adjacent residents is included as Attachment 7. A condition has been added to Attachment 1 reflecting the applicant's agreement to limit certain lots to one-story.

2. *Drainage/grading: site grading shall minimize impacts on natural grade and landforms and provide for subtle transitions of architectural elements to grade. Significant cuts and fills in relation to natural grade shall be avoided or minimized to the extent practical given property constraints.*

Staff Commentary: The property slopes generally north to south. The site will be mass graded, however, no major cuts or fills will be required and no graded slopes will be visible. The proposed development is exempt from the Environmentally Sensitive Lands Ordinance because the Rancho Vistoso Planned Area Development zoning was approved prior to July 19, 2011.

Development of this parcel will increase runoff due to the addition of non-permeable surfaces associated with residential structures and subdivision streets. A full drainage report will be required as part of the Final Design review submittal. All post-development flow shall be mitigated and released in the same manner and quantity as the existing conditions.

3. *Connectivity: strengthen the usability and connectivity of the pedestrian environment internally and externally by enhancing access to the public street system, transit, adjoining development and pedestrian and bicycle transportation routes. Buildings and uses should provide access to adjacent open space and recreational areas where appropriate.*

Staff Commentary: The proposed neighborhoods will be accessible from Pebble Creek Drive which winds through the property in a general southwest to northeast direction. Pebble Creek Drive can enhance user connectivity by providing an alternative route for bicyclists and pedestrians traveling between the northern terminus of La Canada Drive and Rancho Vistoso Boulevard.

To enhance pedestrian connectivity, the Conceptual Landscape Plan shows a network of trail systems located in the common areas of each individual neighborhood. These trail systems will provide pedestrian access to Pebble Creek Drive and access to the main roadway system.

The applicant has been advised of additional issues which will be required to be addressed during the Final Design Stage. These issues to be addressed include bicycle lanes and sidewalks on Pebble Creek Drive, enhanced entryways and wall/screening plan.

## **PUBLIC PARTICIPATION:**

### Summary of Public Notice

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

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Neighborhood Meetings

A neighborhood meeting was held on March 13, 2013. Approximately 55 residents attended the meeting and had concerns with preserving their existing views and preferred that only one-story homes be built along the golf course. A copy of the neighborhood meeting summary notes are attached (see Attachment 8).

Two letters of concern have been received (see Attachment 9).

July 9<sup>th</sup> CDRB Meeting

Ten residents spoke at the CDRB meeting and had concerns with preserving existing views, traffic and golf course setback reductions.

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**RECOMMENDATION:**

Based on a review of relevant standards, staff finds that the Conceptual Site Plan is in general conformance with the Rancho Vistoso Planned Area Development and the Zoning Code including Design Principles and applicable Design Standards.

It is recommended that the Conceptual Design Review Board take the following action:

**Recommend approval to the Town Council of the requested Conceptual Site Plan and golf course setback reductions under case OV1213-08, subject to the conditions on Attachment 1.**

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**SUGGESTED MOTIONS:**

I move to recommend approval of the Conceptual Site Plan and golf course setback reductions for Maracay at Vistoso, subject to the conditions in Attachment 1, finding that:

The proposed Conceptual Site Plan meets the applicable Zoning Code Review criteria.

OR

I move to recommend denial of the Conceptual Site Plan and golf course setback reductions for Maracay at Vistoso as it does not meet the finding that\_\_\_\_\_.

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**ATTACHMENTS:**

1. Condition of Approval
2. Revised Conceptual Site Plan
3. Golf Course Architect's Recommendation
4. Location Map
5. Zoning Map
6. One-story Locations
7. Cross Section
8. Neighborhood Meeting Summary Notes
9. Two Letters of Concerns

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Chad Daines, AICP Principal Planner

**MOTION:** A motion was made by Harold Linton, Member and seconded by Nathan Basken, Member to Approve the May 28, 2013 Study Session Minutes and the June 11, 2013 Regular Session Minutes.

**MOTION** carried, 6-0.

**2. CONCEPTUAL PUBLIC ART FOR THE SUN CITY FITNESS CENTER, LOCATED EAST OF RANCHO VISTOSO BOULEVARD AND SOUTH OF SILVERTON AVENUE, WITHIN RANCHO VISTOSO NEIGHBORHOOD 1, OV1210-17A.**

Hillary Turby, Senior Planner, provided her staff report which detailed the following information:

- Location Map
- Sun City Recreation Center
- Conceptual Public Art Review
- Proposed Artwork
- Artwork Locations
- Summary/Recommendation

Bob Mariani, Sun City Community General Manager and Cathy Hartrich, Sun City Community Secretary, responded to the concerns expressed by the Board Members regarding the maintenance and originality of the proposed artwork. Mr. Mariani explained the maintenance plan and that the materials to be used are to maintain the quality of the artwork.

**MOTION:** A motion was made by Richard Eggerding, Member and seconded by Harold Linton, Member to Approve the Conceptual Public Art for the Sun City Fitness Center, OV1210-17A.

**MOTION** carried, 4-2 with Kelly Huber, Member, and Nathan Basken, Member opposed.

**3. PUBLIC HEARING: CONCEPTUAL SITE PLAN FOR MARACAY AT VISTOSO, LOCATED EAST OF LA CANADA DRIVE ON BOTH SIDES OF AN EXTENSION OF PEBBLE CREEK DRIVE, OV1312-08.**

Rosevelt Arellano, Planner, presented his staff report which detailed the following information:

- Location Map
- Neighborhood Concerns
- Single Story Lots
- Recreation & Trails
- Golf Course Overlay District
- Golf Course Setback Map
- Review Standards
- Site Plan Issues
- David Laws, Permitting Division Manager, Explained the Requirements of Code Regarding Street Spurs
- Recommendation

Jennifer Ruby, Representative of Maracay Homes, described how the site plan process originated. Mrs. Ruby explained the reasons behind the developers choices to voluntarily restrict specific lots to one story houses, and the development design with regards to the recreation and general community development.

Golf Course Architect, Ken Kavenaugh, responded to the Board's questions regarding his recommendations for golf course setback requirements.

Joe Piscouski, Oro Valley Resident, requested further detail regarding the builder's statement at the neighborhood meeting that "70% of the new homes will be single story". Mr. Piscouski is concerned the poles at the site are indicative of potential two story homes.

Andy Anderson, Oro Valley Resident, asked if the builder would be willing to reduce the number of 2 story homes or is the plan to move two story homes to alternate locations in the development. Mr. Anderson is also opposed to the two story homes due to the obstruction of neighboring views.

Joyce Shulte, Oro Valley Resident, expressed her concern with two story homes being built that block her view.

Dr. De, Oro Valley Resident, is also concerned with having two story homes in the proposed area. His understanding was that no two story homes would be built there, which is why he and his neighbors were willing to pay higher lot fees when their homes were built.

Karen Haider, Oro Valley Resident, is also opposed to building two story homes. Mrs. Haider questioned the number of vehicles per home and the anticipated traffic concerns. Mrs. Haider also expressed concern with the emergency evacuation plans.

Fred Haider, Oro Valley Resident, expressed his opposition to the proposed development. Mr. Haider suggested the project be flipped or mirrored in orientation.

Marlene Skibbe, Oro Valley Resident, is also opposed to two story homes as she will lose her mountain view. Mrs. Skibbe indicated a potential danger at the 11th tee with flying golf balls breaking windows.

John Landin, Oro Valley Resident, is also opposed to the two story homes being built in the area. Mr. Landin stated he is supportive of the neighbors who will back up against the golf course and their opposition to 2 story homes there.

Bill Adler, Oro Valley Resident, requested more information on the Golf Course Overlay District. Mr. Adler suggested the setback requirement be increased not decreased due to how hard and far with current technology golfers are hitting the balls.

Margaret Setz, Oro Valley Resident, suggested the builder implement a deed restriction throughout the development to insure everyone builds only one story homes in addition to protecting the builder's financial interests.

Jennifer Ruby, Representative of Maracay Homes, explained the earlier statement "70% single and 30% two story houses" being built in this development. The statement was not a commitment by the builder, rather a historical reference to trends in the housing market. Mrs. Ruby also clarified the purpose of the poles: they were erected prior to the secondary site analysis, as a reference to the maximum height and are no longer accurate. The builder will continue to review one vs. two story size restrictions. Mrs. Ruby reassured the Board as well as the audience, that the builder has an obligation to disclose the location adjacent to a golf course.

**MOTION:** A motion was made by Harold Linton, Member and seconded by Richard Eggerding, Member continue the case to a future date.

**MOTION** carried, 4-2 with Kelly Huber, Member, and Nathan Basken, Member opposed.

#### **PLANNING UPDATE (INFORMATIONAL ONLY)**

Chad Daines, Principal Planner, announced two upcoming neighborhood meetings, the

**MINUTES  
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD  
REGULAR SESSION**

**\*\*AMENDED (8/2/13 AT 5:00 PM)**

**AUGUST 13, 2013**

**ORO VALLEY COUNCIL CHAMBERS  
11000 N. LA CAÑADA DRIVE**

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

Chair Sakellar called the Conceptual Design Review Board to order at 6:03 PM.

**ROLL CALL**

**PRESENT:**

Dino Sakellar, Chairman  
David Adler, Vice-Chairman  
Harold Linton, Member  
Kit Donley, Member  
Nathan Basken, Member  
Richard Eggerding, Member

**ABSENT:**

Kelly Huber, Member

**ALSO PRESENT:**

Joe Horner, Council Member  
Lou Waters, Council Member  
Paul Keesler, Town Engineer/DIS Director  
David Laws, Planning Division Manager  
David Williams, Planning Manager

**PLEDGE OF ALLEGIANCE**

Chairman Sakellar led the Pledge of Allegiance.

**CALL TO AUDIENCE -**

**1. REVIEW AND/OR APPROVAL OF THE JULY 9, 2013 REGULAR SESSION  
MINUTES**

**MOTION:** A motion was made by Richard Eggerding, Member and seconded by Harold Linton, Member to Approve the July 9, 2013 Regular Session minutes.

**MOTION** carried, 6-0.

**2. REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR MARACAY  
AT VISTOSO, LOCATED EAST OF LA CANADA DRIVE ON BOTH SIDES OF**

## AN EXTENSION OF PEBBLE CREEK DRIVE, OV1213-08

Rosevelt Arellano, Planner, presented his staff report which detailed the following:

- Location Map
- Development Outline
- Concerns from 7/9 meeting
- Conceptual site plan
- Golf course setback map
- Overall recommendation from Town Architect
- Self-imposed one story lot location map
- Review Standards
- Recommendation
- Conditions of Approval

Tom Lemon, Applicant and Vice President of Land Acquisitions for Maracay Homes, informed the Board and audience of the following using a power point presentation:

- Multiple changes have been initiated based upon the feedback received at the July 9th meeting
- Land would continue development through roughly 2018
- Homes will be situated on their lots to take advantage of the mountain and golf course views
- Proposal includes four distinct neighborhoods with six gated parcels
- Maracay Homes is working with both Town staff and neighbors to address golf course setbacks, traffic and Pebble Creek Parkway
- Elimination of spur ends
- An additional 48 homes along golf course to be restricted to one story homes.
- Proposed development represents roughly \$40 million investment in Oro Valley

Paul Oland, WLB representative, explained the planned development will have far less homes than the land is actually zoned for, which will result in a reduced density. The golf course setback has been modified as a result of the feedback received on July 9th. The setbacks will meet with the architect's recommendations. Pebble Creek Drive will be a focal point intersection at the recreation area. There are cross sections for views for both one and two story homes which have been corrected.

A letter from Harold Ruttenberg. Mr. Ruttenberg is an Oro Valley Resident who wished to voice his concerns regarding the development and the traffic impacts. Mr. Ruttenberg's letter was read into the record by the Clerk.

Spencer Metz, Oro Valley resident, expressed his opposition to the development as planned. Mr. Metz felt the guidelines had stated there would be no two story homes around the golf course. Mr. Metz referred to the General Plan and zoning guidelines, stating they must not be static but must evolve to apply to the architecture.

Fred Haider, Oro Valley resident, is also opposed to the development. Mr. Haider was under the impression that there had been a verbal understanding between the home owners and the developers that there would only be single story homes in this area. Mr. Haider referred to Attachment 6 which shows the lots on the west side are smaller and "packed in". He is concerned with the density and dead end streets. Mr Haider does not feel the planned development is in keeping with what the residents want.

Bill Adler, Oro Valley resident, believes there is not enough information being researched regarding the technological improvements and advancements in golf to allow for the public safety within proposed development.

Member Adler requested clarification from David Williams regarding the zoning of the development. Mr. Williams advised that the land owner has the right to build up to three story homes. The Town has no jurisdiction to limit the number of stories on these homes, therefore the builder is well within their right to build the two story homes.

**MOTION:** A motion was made by Kit Donley, Member and seconded by Harold Linton, Member to Approve the Conceptual Site Plan and golf course setback reductions for Maracay at Vistoso, subject to the conditions in Attachment 1, finding that the proposed Conceptual Site Plan meets the applicable Zoning Code Review criteria.

A friendly amendment was made by Member Basken to revise Condition 1 to read, Homes should be limited to one story lots on lots 194 - 203, 135-153, and 6-24. Member Donley accepted the friendly amendment.

*Maracay at Vistoso  
Conceptual Site Plan  
OV1213-08  
August 13, 2013 CDRB*

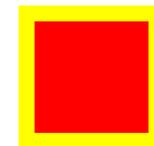
1. *Homes shall be limited to one (1) story on ~~Lots 194 thru 203 (Z-Lots) and Lots 6 thru 17 (4,000's)~~-LOTS 194-203, 135-153, and 6-24.*
2. *The applicant shall re-vegetate any disturbed common area located between the proposed residential lots and the golf course boundary.*
3. *Provide additional public right-of-way for La Canada Drive and Pebble Creek Drive. The right-of-way width shall be 80' per Rancho Vistoso and Town Subdivision Street Standards.*

**MOTION** carried, 6-0.

### **3. REQUEST FOR APPROVAL OF A SIGN CRITERIA FOR THE SHOPPES AT ORACLE, LOCATED ON THE EAST SIDE OF ORACLE ROAD AND SOUTH OF HARDY ROAD, OV313-001**

Patty Hayes, Senior Planning Technician, presented her staff report which detailed the following:

# Self Imposed One-story Lots



Lots Restricted to  
One-story

**Neighborhood Meeting Summary**  
**117-Acre Residential Subdivision**  
**Rancho Vistoso, Neighborhoods 10 and 11**  
**March 13, 2013**  
**6:00 – 7:30 PM**

Prepared by Rosevelt Arellano

**1. Introductions and Welcome**

David Williams introduced the Oro Valley staff David Laws, Permitting Manager, and Rosevelt Arellano, Planner. He also introduced Council Members Joe Hornat, Mike Zinkin and Mary Snider. He introduced project team members Paul Oland of WLB Group, Tom Lemon, Jason Weber and Jennifer Ruby of Maracay Homes. Approximately 55 residents attended the meeting.

**2. Staff Presentation**

Project Manager, Rosevelt Arellano, provided a presentation that included:

- General information of the project site
- Conceptual Design Review Process
- Review Criteria
- Public Participation Opportunities
- Next Steps

**3. Applicant Presentation**

The project team provided a presentation that included:

- Company information for Maracay Homes
- Proposed Site Design
- Location and Type of Proposed Model Homes
- Project Timeline

**4. Public Comments and Questions**

- Neighbors had concerns with preserving their existing views and preferred that only 1-story homes be built along the golf course.
  - Due to statutory provisions of Proposition 207, the Town cannot require the applicant to build only 1-story homes along the golf course.
  - The applicant responded that they will consider the neighbors' request and perform a cost analysis.
- Neighbors had concerns with the capacity of the local school district.
  - The applicant responded that they are currently discussing this concern with the Amphitheatre School District.
- How will the project affect traffic on La Canada Drive?
  - Staff will determine traffic impacts on La Canada Drive and the surrounding areas upon receipt of a formal application and traffic analysis.
- Will the project significantly impact the existing washes?
  - Staff anticipates minimal impacts because the Zoning Code requires the existing washes to be preserved and unaltered.

- How will the project affect the existing wildlife?
  - Staff believes the existing wildlife will move to the surrounding areas, and therefore it is imperative the existing washes remain undisturbed to ensure wildlife linkage.
- Will the site be developed in multiple phases?
  - The applicant responded that the site will be developed in multiple phases.
- When will the exact number of proposed residential units be determined?
  - Due to minor design changes (i.e. lot line adjustments) the exact number of residential units will not be determined until the Final Design Review Process. The approximate unit count of the Conceptual Site Plan will not change substantially.
- What percent of the site will be used for open space?
  - The applicant responded that approximately 25% of the site will set aside as open space.
- How will the HOA be set up?
  - The applicant responded that a single sub-association of the Rancho Vistoso Master HOA will be established for the entire site. This sub-association will be operated in the manner as other sub-associations in Rancho Vistoso.
- How does the Town ensure site restoration in the event the site is graded and the project is abandoned?
  - The Town requires monetary assurances prior to the issuance of a Grading Permit. The posted assurances will allow the Town to restore the site back to its natural state
- Does the Town regulate the architectural design for each model home plan proposed by multiple home builders?
  - The Town requires every proposed model home plan to be approved through the Town's Conceptual Design Review Process.
- Are 1-story homes restricted along the golf course in Cortona and Somerset Canyon subdivisions?
  - Neighborhood 10 and 11 Policies of the Rancho Vistoso PAD prohibit 2-story homes along the golf course in these surrounding communities: Fairfield at Vistoso, Siena, Cortona and Somerset Canyon.
- What is the density (number of dwelling units per acre) for the Cortona Subdivision?
  - Staff has calculated the residential density as approximately 4.73 dwelling units per acre.
- Neighbors had concerns with the amount of noise generated by vehicles entering and leaving along Pebble Creek Drive.

## 5. Next Steps

- The next steps include an application submittal followed by two public hearings. The public hearing dates will be determined upon review of the submitted application. For more information, please contact Rosevelt Arellano, Planner, at (520) 229-4817 or [rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov).

**From:** Williams, David  
**Sent:** Friday, March 15, 2013 9:48 AM  
**To:** jack@longleytax.com  
**Cc:** Arellano, Rosevelt; Turby, Hillary  
**Subject:** RE: March 13 Neighborhood meeting

Hi Jack,

Nice to meet you at the meeting Wednesday night.

We will add this concern to our meeting notes and our list of items for the developer to consider.

It will be a few weeks I expect before there is further activity on this application. Feel free to contact us as things move ahead. They best time to address this type of concern will be during the conceptual site plan review process which we expect to begin in the next month or so.

Please check back with us as we will have a better understanding of timing once Maracay actually submits their application for review.

Thank you,

David

David A. Williams, AICP  
Planning Manager  
(520) 229-4807 360-5790 (cell)

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**From:** Jack Longley [mailto:jack@longleytax.com]  
**Sent:** Wednesday, March 13, 2013 8:22 PM  
**To:** Williams, David  
**Subject:** March 13 Neighborhood meeting

David:

I am the fellow who asked the question about noise reduction possibilities for my home, as I am at the NE corner of La Canada and Pebble Creek (13352 N. Atataya Way). With lots of additional cars once the new development is completed, the noise level will be greatly increased. As the builder indicated a possible "monument" type entrance at the start of Pebble Creek, perhaps some sound deading could be added for the side and rear of my property. A wall of some sort, more trees and/or bushes, quiet blacktop, etc?

When and where should I bring this up? It seems minor to raise this at a general meeting.

Thanks,

Jack Longley

**From:** Michael Hinson [mhhinson@comcast.net]

**Sent:** Wednesday, March 13, 2013 4:35 PM

**To:** Arellano, Rosevelt

**Subject:** OV113-002

Dear Mr. Arellano -

I am writing in regard to the public notice of a proposed new subdivision on the extension of Pebble Creek Drive, OV case 113-002.

I have walked my dog many times at the location of the proposed new subdivision. The entire northern portion of the area is covered by an extensive scatter of PaleoIndian pottery shards. This indicates that the area was once an ancient village or some other sort of gathering place. There are also several small mounds that may indicate the remains of pit houses. I believe that the area may merit an archeological survey, such as was done at Honeybee Village.

If you wish, I would be glad to meet you and show you the area I am describing. There is extensive pottery scatter all over the site. My home phone number is 520-219-8718.

Thank you for your attention,

Mike Hinson.

OV 121308

AUG 12 13 PM 4:22 TOU

August 12, 2013

Town of Oro Valley - Planning Division

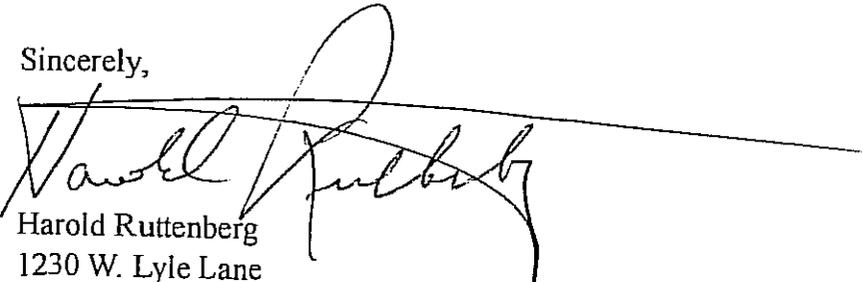
RE: REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR MARACAY AT VISTOSO, LOCATED EAST OF LA CANADA DRIVE ON BOTH SIDES OF AN EXTENSION OF PEBBLE CREEK DRIVE, OV1213-08

While La Canada was designed to physically handle the traffic for this area, the Planning Division has not given consideration to the danger increased traffic on LaCanada north of Moore Road will give to the egress from the three streets leading into and out of the Somerset Canyon development.

The Town of Oro Valley is intentionally subjecting the Somerset Canyon residents to potential accidents and is hereby put on notice that what is already a dangerous condition will be made significantly worse by the design of this new project. The design of the current road already makes it dangerous to exit from Rodriguez, Lyle and Faldo onto La Canada. During peak hours, it is currently dangerous as any resident of Somerset Canyon will testify and additional traffic on La Canada from this new project (as it is currently designed) will increase the potential for accidents and/or death of residents of Somerset Canyon - thereby increasing the potential liability of the Town of Oro Valley for specifically ignoring the notice the Town has been given of these facts and the opportunity the town has been given to correct the design of this new Maracay project. At a minimum, the Town should at least consider placing speed bumps along La Canada (or other design elements) to slow the "35 mph" traffic flow.

Admittedly, the extension of LaCanada was known at the time Somerset Canyon was developed as well as some type of development of the area now being discussed. However, the type of project and design of its streets with a higher density of homes just east of the Somerset Canyon project exasperates the traffic problem on LaCanada. Instead, reversing the density so that the majority of traffic will flow towards Pebble Creek Drive and Desert Fairways Drive will go a long way to minimize the issue instead of deliberately making the traffic flow a danger to your constituents.

Sincerely,



Harold Ruttenberg  
1230 W. Lyle Lane  
Oro Valley, AZ 85755

cc: ✓ Mayor Satish I. Hiremath  
Brendan Burns  
Mary Snider  
Mike Zinkin  
Lewis Management Company

Vice Mayor Lou Waters  
Joe Hornat  
William Garrner



## Town Council Regular Session

Item # **2.**

**Meeting Date:** 09/04/2013  
**Requested by:** David Williams  
**Submitted By:** Rosevelt Arellano  
Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

RESOLUTION NO. (R)13-54, AMENDING THE GENERAL PLAN TO CHANGE A 4.9 ACRE PROPERTY, LOCATED AT THE NORTHEAST CORNER OF MOORE ROAD AND LA CANADA DRIVE, FROM NEIGHBORHOOD COMMERCIAL/OFFICE (NCO) TO MEDIUM DENSITY RESIDENTIAL (MDR, 2.1 – 5.0 DU/AC)

#### **RECOMMENDATION:**

The Planning and Zoning Commission recommends approval.

#### **EXECUTIVE SUMMARY:**

This is a request for approval of a Minor General Plan Amendment (Attachment 2) to develop a single-family residential subdivision on a 4.9 acre site located on the northeast corner of Moore Road and La Canada Drive. The Town Council evaluates Minor General Plan Amendments for conformance with the General Plan Amendment criteria.

Detailed information on the applicant's request is included in the Planning and Zoning Commission staff report (Attachment 3). The Planning and Zoning Commission drafted minutes are included as Attachment 4, and the neighborhood meeting summary is included as Attachment 5.

#### **BACKGROUND OR DETAILED INFORMATION:**

The property is zoned Rancho Vistoso Planned Area Development (RV PAD) and is intended to provide neighborhood level commercial services to nearby residential areas. The property has been zoned commercial since the adoption of the RV PAD and remains vacant. Due to a number of factors, the applicant does not believe a commercial use is viable on the property (See Attachment 3 Planning and Zoning Commission Staff Report for detailed discussion on this issue).

The applicant is requesting to change the General Plan Future Land Use Map to allow a medium-density residential subdivision (2.1 – 5.0 du/ac) on the property. The proposed land use will contain similar density as the adjoining neighborhoods to the north, west and east of the property. Additional information can be found in the Planning and Zoning Commission staff report (Attachment 3).

#### **Current Site Conditions**

- Vacant commercial land within Rancho Vistoso
- Zoning is Rancho Vistoso Planned Area Development, Community Commercial (C-1)

### Approvals To Date

- The property was annexed and zoned Rancho Vistoso Planned Area Development in 1987.

### General Plan Criteria Analysis

The request was reviewed in conformance with the Vision, Goals and Policies of the General Plan, and the General Plan Amendment criteria established by the Zoning Code. A detailed analysis of the applicant's response to the criteria is provided in the Planning and Zoning Commission staff report (Attachment 3).

### Planning and Zoning Commission Review

The Minor General Plan Amendment was considered by the Planning and Zoning Commission at their meeting on August 6th. The discussion at the meeting included the pros and cons of eliminating a future commercial use on the property. A supplemental report was compiled by staff summarizing commercial development activity within the local and regional area (Attachment 6). The Planning and Zoning Commission found the requested Minor General Plan Amendment to be in substantial conformance with the General Plan Amendment criteria and recommended approval.

### Public Notification and Comment

This project has been noticed in accordance with Town procedures, which include the following:

- Notification of all property owners within 600 feet
- Homeowners Association mailing
- The Daily Territorial Newspaper notice
- Property posting
- Town Hall and on website postings

A neighborhood meeting was held on May 2, 2013. Six residents attended the meeting and had concerns with residential development standards, traffic and access into the proposed residential subdivision. A copy of the neighborhood meeting minutes has been provided as Attachment 5.

### **FISCAL IMPACT:**

N/A

### **SUGGESTED MOTION:**

I MOVE to approve Resolution No. (R)13-54, Approving the requested Minor General Plan Amendment from Neighborhood Commercial/Office (NCO) to Medium Density Residential (2.1 – 5.0 du/ac) for Parcel 10T, Rancho Vistoso, finding that the proposed Minor General Plan Amendment meets the evaluation criteria.

OR

I MOVE to deny Resolution No. (R)13-54, Requesting a Minor General Plan Amendment from Neighborhood Commercial/Office (NCO) to Medium Density Residential (2.1 – 5.0 du/ac) for Parcel 10T, Rancho Vistoso, finding that the proposal does not meet the Minor General Plan Amendment evaluation criteria.

(R)13-54 General Plan Amendment Parcel 10T

Attachment 2 Application

Attachment 3 P&ZC Staff Report

Attachment 4 P&ZC Draft Minutes

Attachment 5 Neighborhood Meeting Summary Notes

Attachment 6 Supplemental Report

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**RESOLUTION NO. (R)13-54**

**A RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA,  
AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE  
DESIGNATION FROM NEIGHBORHOOD COMMERCIAL/OFFICE TO  
MEDIUM DENSITY RESIDENTIAL FOR A 4.99 ACRE SITE LOCATED  
AT THE NORTHEAST CORNER OF MOORE ROAD AND LA CANADA  
DRIVE**

**WHEREAS**, the Town of Oro Valley residents ratified the Oro Valley General Plan on November 8, 2005; and

**WHEREAS**, Paul Oland of the WLB Group, (“Applicant”), filed an application in July 2013 requesting a General Plan Amendment to change the Land Use Designation from Neighborhood Commercial/Office to Medium Density Residential for a 4.99 acre site located at the northeast corner of Moore Road and La Canada Drive; and

**WHEREAS**, pursuant to A.R.S. § 9-461, *et seq.* and OVZCR, Section 22.2, the Planning and Zoning Commission held two (2) duly noticed public hearings, the first on May 2, 2013, and the second on August 6, 2013, at which the Planning and Zoning Commission recommended approval of the application requesting an Amendment to the General Plan to change the Land Use Designation from Neighborhood Commercial/Office to Medium Density Residential for a 4.99 acre site located at the northeast corner of Moore Road and La Canada Drive, as depicted on Exhibit “A”; and

**WHEREAS**, pursuant to Oro Valley Zoning Code Revised, Section 22.1, General Plan Amendment Procedures, upon recommendation by the Planning and Zoning Commission of any amendment to the General Plan, a public hearing before the Mayor and Council shall be scheduled; and

**WHEREAS**, Mayor and Council duly considered the proposed General Plan Amendment to change the Land Use Designation from Neighborhood Commercial/Office to Medium Density Residential for a 4.99 acre site located at the northeast corner of Moore Road and La Canada Drive at a public hearing on September 4, 2013.

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

**SECTION 1.** The Mayor and Council hereby adopts the Oro Valley General Plan Amendment to change the Land Use Designation from Neighborhood Commercial/Office to Medium Density Residential for a 4.99 acre site located at the northeast corner of Moore Road and La Canada Drive, as depicted on Exhibit “A”.

**SECTION 2.** If any section, subsection, sentence, clause, phrase, or portion of the resolution or any part of the General Plan Amendment adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Oro Valley, Arizona, this 4th day of September, 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”**

OV1113-04

# Rancho Vistoso Parcel 10-T

## Oro Valley, Arizona

# Narrative and Application for Minor General Plan Amendment

2nd Submittal

July 10, 2013

**Prepared For**

Bourne Investments LLC &  
JDW Investments Management LLC  
12475 N. Rancho Vistoso Blvd., Ste. 155  
Oro Valley, AZ 85755

**Prepared By**

The WLB Group, Inc.  
4444 East Broadway Blvd.  
Tucson, Arizona 85711  
Contact: Paul Oland  
520.881.7480  
gpoland@wlbgroup.com

WLB No. 185050-JW-02

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D. General Plan Policy Conformance .....	3

### Exhibits

- Location Map
- Proposed General Plan Land Use Designations

## **A. Project Summary**

Rancho Vistoso Neighborhood 10 Parcel T is a proposed residential subdivision located at the northeast corner of Moore Road and La Canada Drive. As a master planned community, Rancho Vistoso appropriately included sufficient commercial land to meet the needs of its anticipated population. However, over the years Rancho Vistoso has developed at roughly two-thirds of its originally envisioned residential density. A commensurate drop in need for commercial land has resulted, which has caused this property to remain undeveloped. As Rancho Vistoso rapidly approaches build-out, the prospects grow dim that enough additional homes will be built in the area to support the development of the smaller, neighborhood-level commercial lands such as this one within the PAD. Of course, the General Plan's future land use designations reflect the original PAD design, and not the market reality that has manifested since then. This General Plan amendment request proposes to allow residential land uses to replace the current commercial entitlements due to the non-viability of commercial interest in this property's immediate vicinity.

The subject property is 5.77 acres, and this amendment proposal is to change the designated land use from Neighborhood Commercial / Office (NCO) to Medium Density Residential (MDR) for 4.99 acres of the property. The remaining balance of 0.78 acres will retain the existing NCO land use designation. The proposed amendment in land uses is supported by several factors, including its proximity to existing commercial developments, compatibility with surrounding land uses, and adjacency to two arterial roadways. The anticipated overall gross density of Rancho Vistoso Parcel 10-T will be approximately 3.8 dwelling units per acre.

In order to make this project a reality, the appropriate land entitlements must be acquired for the property. The property owner is focused on acquiring the necessary entitlements in the Town of Oro Valley, and the first step in achieving these necessary land entitlements involves a minor amendment to the Oro Valley General Plan. The current Oro Valley General Plan is not consistent with historic, current, or anticipated market demand; as such, this application for a minor amendment is being submitted.

## **B. Property Data**

*Location:* The property is located at the northeast corner of the intersection of the La Canada Drive and Moore Road.

*Area of Property:* 5.77 acres.

*Area of General Plan Amendment:* 4.99 acres.

*Assessor Parcel Number:* 219-22-422H.

*Legal Description:* Rancho Vistoso Parcel 10-T.

*Existing Land Uses:* The property is vacant.

*Existing Zoning:* The property is currently zoned as Rancho Vistoso PAD: C-1 Commercial.

*Existing Oro Valley General Plan Designations:* The property is designated as Neighborhood Commercial / Office due to the fact that the PAD's zoning pre-dates the General Plan. The General Plan's land uses are based on the PAD's original design.

*Requested Oro Valley General Plan Designations:* The requested land use designation for the property is Medium Density Residential (MDR) which is similar to surrounding developments.

### **C. General Plan Amendment Criteria**

In accordance with Section 22 of the Oro Valley Zoning Code Revised, the disposition of the General Plan amendment proposed shall be based on consistency with the vision, goals, and policies of the General Plan, with special emphasis on compliance with the following criteria:

**1. The proposed change is necessary because conditions in the community changed to the extent that the plan requires amendment or modification.**

- This property has been zoned commercial since the mid-eighties when the Rancho Vistoso P.A.D. was adopted. The demand for commercial in this immediate area has not materialized since that time, and consequently the land sits un-utilized. Over the years Rancho Vistoso has developed at roughly two-thirds of its originally envisioned residential density, and as such there is less commercial demand than originally anticipated for this area. The language of this criterion presupposes that the General Plan's land uses pre-date and are the basis for the property's current entitlement when, in reality, it is entirely the opposite. It is therefore ironic that we must now provide evidence as to what conditions have changed since "the plan" was formed. This longstanding and unfortunate paradox could easily be rectified if the whole PAD were appropriately redesignated as "Master Planned Community (MPC) during the upcoming comprehensive update. If not for successful master plans such as Rancho Vistoso, for what then was the General Plan's MPC designation intended?

**2. The proposed change is sustainable by contributing to the socio-economic betterment of the community, while achieving community and environmental compatibility.**

- This property has sat vacant since Rancho Vistoso's inception. If rezoned for residential land use, this property will be designed and constructed to the same high standards as the surrounding Rancho Vistoso neighborhoods. Public facilities and infrastructure already exist nearby, so this development will not place additional burden on public infrastructure. In fact, this development will contribute to the

long-term socio-economic betterment of the community by providing convenient high quality housing for employees of Oro Valley's growing businesses.

- This proposed residential development will achieve community and environmental compatibility in several ways. This development will contain landscape buffers and provide significant open space. In addition, this development will be tied into the nearby sidewalks and bicycle lanes, allowing residents to easily access Oro Valley's bicycle and pedestrian infrastructure.
- The guidelines of the Rancho Vistoso PAD will apply to this development. It will therefore look and feel very similar to the surrounding Rancho Vistoso neighborhoods. This includes similar vegetation, architectural themes, and open space treatment.

**3. The proposed change reflects market demand which leads to viability and general community acceptance.**

- As discussed above, changing the designated land use of the property from commercial to residential will result in utilization of this infill site. This is a viable residential land use that is similar to, and compatible with, the surrounding uses. The existing commercial designation has never been, is not, and appears unlikely ever to be viable.

**4. The amendment will not adversely impact the community as a whole, or a portion of the community without an acceptable means of mitigating these impacts through the subsequent zoning and development process.**

- This General Plan amendment request seeks to change the existing land use designation from commercial to residential. Currently, the site has been vacant since its creation. This proposal is to allow residential uses similar to the existing residential properties neighboring the site. Any impacts will be addressed during the P.A.D. amendment phase or during subsequent detailed development proposals.
- The sort of residential development as is proposed is generally accepted to be less impactful to nearby homeowners than such commercial developments as could be built under the existing zoning.
- Demand for single-family detached housing is growing in Oro Valley. This property is ideal for residential since residential land uses already border the site, and were developed according to the same PAD standards to which this project will be held.

## **D. General Plan Policy Conformance**

A number of Oro Valley's General Plan policies will be met by this development. Below are a few key points:

### **1. Land Use**

- This proposed residential development will have direct access to two arterial roads: Moore Road and La Canada Drive. (Policy 1.3.2)
- This development looks comprehensively at the subject property and all adjacent areas. The proposed residential use of this property will be completely compatible with the surrounding Rancho Vistoso neighborhoods. (Policy 1.3.5)
- There is a demand for single-family detached housing in Oro Valley. Conversely, the demand for commercial development in this immediate area is non-existent. (Policy 1.4.3)
- According to the General Plan, the Town shall ensure that areas appropriately zoned and planned for neighborhood commercial use are developed. This property has been zoned for commercial uses for over 20 years without achieving development. In addition, the General Plan states that the Town needs to consider the financial stability and infrastructure efficiency. As such, the subject property and the Town will benefit from the proposed high-quality residential development. (Policy 1.2.1 and 1.5.4)

### **2. Community Design**

- This development will be designed and constructed to the existing Rancho Vistoso PAD guidelines. This will be aesthetically pleasing and compatible with surroundings by using natural desert colors. (Policy 2.1.1)
- This development will conform to the landscape guidelines in the Rancho Vistoso PAD guidelines. This will provide and maintain landscaping that is consistent within the community. This will include similar entry monuments to the surrounding Rancho Vistoso neighborhoods. (Policy 2.1.9)
- This proposed development will use the existing architectural guidelines approved in the Rancho Vistoso P.A.D. This will provide a consistent architectural "character" in the community at large while encouraging creative architectural expression for the development. (Policy 2.1.11)
- To ensure the maintenance of dark skies in Oro Valley and the safety of all residents, this new residential development will meet the provisions listed in the requirements of the Rancho Vistoso PAD in addition to the Town of Oro Valley Outdoor Lighting Code. (Policy 2.3.1)
- 2.1.11 (The PAD's architectural design guidelines are foundational to the Town's architectural "character").

### 3. Economic Sustainability

- The demand for single-family detached housing and the lack of commercial interest in this subject property since first zoned in the 1980's reflects the community's economic desires. The future population of this proposed development will also help attract and retain desirable business in the surrounding area. (Policy 3.1.1)

### 4. Cost of Development

- The infrastructure is already provided near the site, and the developer will pay for any required infrastructure extensions. As such, this development will have a net positive long-term fiscal impact on the Town and its taxpayers. (Policy 4.1.1 and Policy 4.1.4)

### 5. Public Facilities, Services, and Safety

- This proposed residential development is filling in a gap between existing residential developments. Municipal facilities are already located nearby, and therefore are cost effectively able to service this development. (Policy 6.1.1)
  - Below are the driving distances to public facilities from the subject property:
    - Fire Stations
      - 3.5 miles northeast - Golder Ranch Fire Station 374
      - 2.2 miles southeast - Golder Ranch Fire Station 375
      - 3.0 miles south - Golder Ranch Fire Station 376
    - Police Stations
      - 2.3 miles south - Oro Valley Main Police Station
      - 3.7 miles northeast - Sun City Vistoso Police Station
    - Schools
      - 1.3 miles southeast - Painted Sky Elementary School
      - 1.8 miles south - Copper Creek Elementary School
      - 2.0 miles southwest - Wilson K-8 School
      - 2.5 miles southwest - Ironwood Ridge High School
    - Town Hall
      - 2.3 miles south
  - Additionally, utilities are already available to the property.

## **6. Housing**

- This development will be a high quality neighborhood while simultaneously protecting the integrity and context of the existing neighborhoods. This proposed residential development will include a landscape buffer, and allow the same uses as the adjacent residential properties. In addition, this development will comply with the guidelines set forth in the Rancho Vistoso PAD. (Policy 7.1.1)
- This development provides safe vehicular access for residents by including two ingress/egress points as well as giving adequate distances between access drives. In addition to motor vehicles, this proposed development ties into the sidewalks and bicycle lanes on La Canada Drive and Moore Road. (Policy 7.1.5)
- This development provides existing and future Oro Valley businesses with nearby high quality housing for their employees and customers. (Policy 7.3.1)

## **7. Parks and Recreation**

- This proposed residential development contains sidewalks that will tie into the existing sidewalk system on Moore Road and La Canada Drive. In addition, the subject property also ties into the existing bicycle lanes on Moore Road and La Canada Drive. By providing this convenient connectivity, future residents of this development can easily access municipal and regional parks located along the pedestrian and bicycle network. (Policy 8.2.1)

## **8. Open Space and Natural Resources Conservation**

- Although this site does not contain any environmentally-sensitive lands, this development will set aside portions of the property for open space, in addition to approximately 50% open space already set aside in Rancho Vistoso. (Policy 11.1.11)
- This proposed development will only use the vegetation previously approved in the Rancho Vistoso PAD. Drought-tolerant vegetation is included in the Rancho Vistoso Recommended Plant List, as well as prohibiting certain invasive, allergenic, and nuisance species in the development. (Policy 11.2.15)
- This development will meet the Native Plant Preservation Plan guidelines from the Town. (Policy 11.2.16)
- To protect the views on Moore Road and La Canada Drive, both of which are designated scenic corridors in Oro Valley, the building masses and heights will meet the Medium Density Residential zoning requirements of the Rancho Vistoso PAD. (Policy 11.3.1)
- This proposed development maintains the character of the views along Moore Road and La Canada Drive by providing landscape buffers and underground utilities. (Policy 11.3.2)

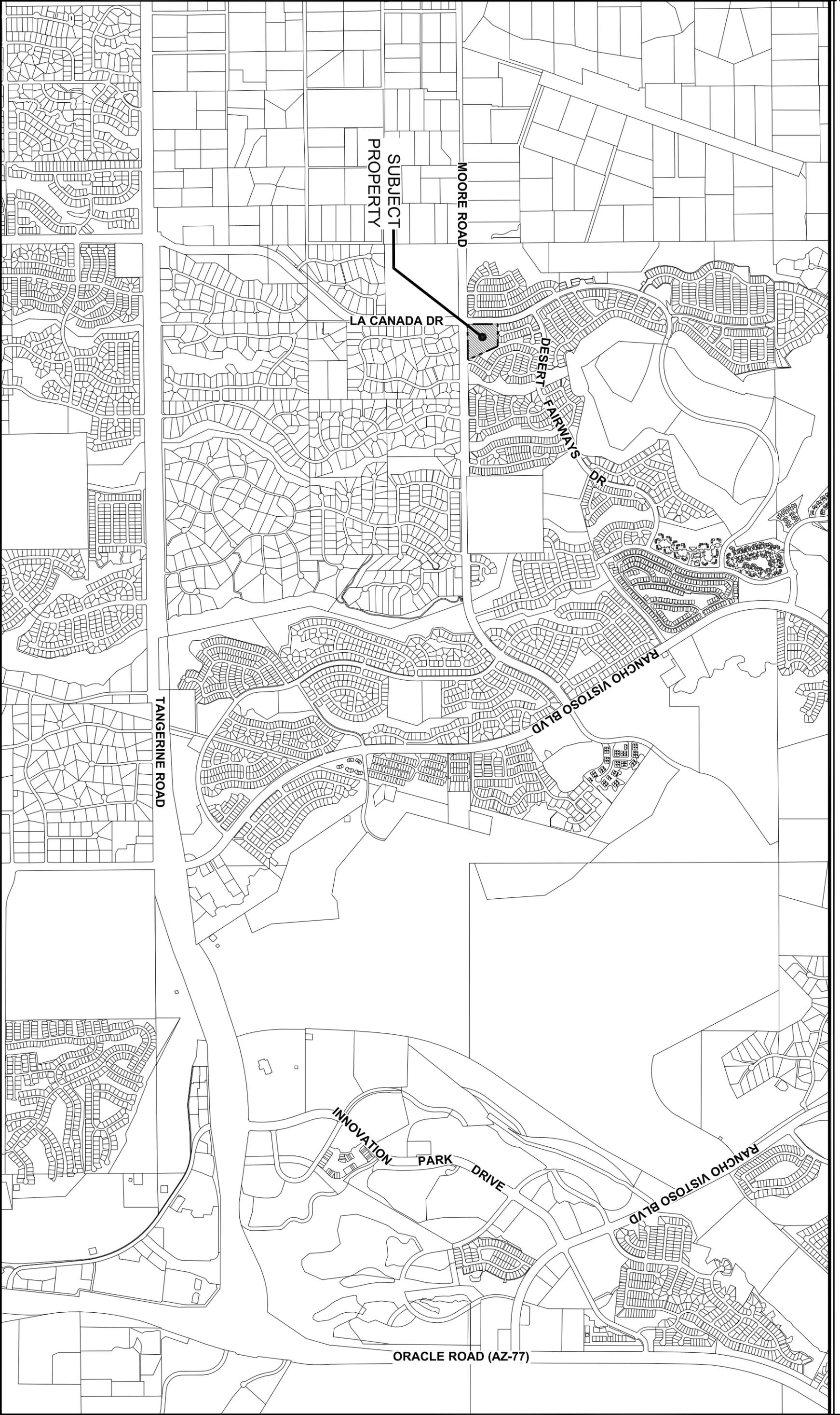
- To ensure this proposed development blends and/or enhances the natural environment, all utilities will be placed underground. This will help protect the views from surrounding properties and roads. (Policy 11.3.3)
- This development can supply workers to the nearby employment centers in Oro Valley, resulting in less automobile emissions. (Policy 11.3.4)
- To protect the scenic night sky in the community, this proposed development will meet the stringent lighting requirements in the Rancho Vistoso PAD as well as the provisions listed in the Town of Oro Valley Outdoor Lighting Code. Restrictions will include minimizing wasted energy while not compromising the safety, security, and well-being of residents engaged in night-time activities. To control obtrusive aspects of outdoor lighting usage, this proposed development will have reduced and/or shielded lighting. Additionally, the surrounding public will benefit from portions of the open space on-site not receiving active illumination at night. (Policy 11.4.2)

## **9. Water Resources**

- This proposed development will utilize an alternative to groundwater by connecting to Oro Valley Water Utility, which participates in the Central Arizona Project (C.A.P.). (Policy 12.2.1)
- This development will include water conservation features, including a water efficient irrigation system and drought tolerant vegetation. There will be two types of irrigation systems in this development: one system for the common areas, and individual irrigation systems on the lots. This project will meet the water conservation standards in the Rancho Vistoso P.A.D. as well as the water conservation standards in the Oro Valley Town Code, Chapter 15, Section 18. (Policy 12.3.2)

# EXHIBITS

RANCHO VISTOSO PARCEL 10-T  
SITE LOCATION MAP







## Minor General Plan Amendment Planning and Zoning Commission Staff Report

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**CASE NUMBER:** OV1113-04 Rancho Vistoso, Parcel 10T  
**MEETING DATE:** August 6, 2013  
**AGENDA ITEM:** 2  
**STAFF CONTACT:** Roosevelt Arellano, Planner  
[rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov) (520) 229-4817

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**Applicant:** Paul Oland of WLB Group, Inc. (520) 881-7480  
**Request:** Minor General Plan Amendment from Neighborhood Commercial/ Office (NCO) to Medium Density Residential (MDR)  
**Location:** Northeast corner of La Canada Drive and Moore Road  
**Recommendation:** Approve requested Land Use Map Amendment

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### **SUMMARY:**

The applicant requests a Minor General Plan Amendment to change the existing land use designation from Neighborhood Commercial/Office (NCO) to Medium Density Residential (MDR, 2.1 to 5.0 du/ac) on a 4.99 acre site located on the northeast corner of La Canada Drive and Moore Road. The request excludes a .78 acre sliver of land along the east boundary. The applicant proposes to develop a residential subdivision of similar density, lot size and design features to the adjoining neighborhoods to the east and west of the property. The applicant has indicated that an amendment to the Rancho Vistoso Planned Area Development will be filed should this application be approved.

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### **BACKGROUND:**

#### Approvals-To-Date

June 1987: Rancho Vistoso Planned Area Development Adopted

#### Land Use Context

The existing site conditions, land use and zoning designations for the property and the surrounding area are summarized below and depicted on Attachments 1, 2 and 3.

	EXISTING USES	LAND USE DESIGNATIONS	ZONING DESIGNATIONS
SUBJECT PROPERTY	Vacant	Neighborhood Commercial/Office	Rancho Vistoso PAD C-1
NORTH	Single-family Residential 5,000-plus sq. ft. Lots	Medium Density Residential	Rancho Vistoso PAD Medium High Density Residential
SOUTH	Single-family Residential 20,000-plus sq. ft. Lots	Medium Density Residential	R1-20
EAST	Common Area/ Open Space	Medium Density Residential	Rancho Vistoso PAD Medium High Density Residential
WEST	Single-family Residential 5,000-plus sq. ft. Lots	Low Density Residential	Rancho Vistoso PAD Medium Density Residential

Existing and Proposed General Plan Land Use Designations

The General Plan defines the existing and proposed land use categories for the amendment area as follows:

Neighborhood Commercial/Office (NCO) This designation denotes commercial and office areas located with good arterial access (i.e. at the intersections of arterial streets or along Oracle Road) that are close to residential areas. Within these areas, uses such as grocery stores, drugstores, and offices tend to serve the surrounding neighborhoods and are integrated with those neighborhoods. Offices include professional offices, tourism-related businesses, and services.

Medium Density Residential (MDR 2.1 – 5.0 du/ac) This designation is where single-family detached, townhouse, or patio home development is suitable, ranging from 2.1 to 5.0 dwelling units per acre. These areas should be located close to schools, shopping and employment.

The narrative indicates the proposed residential development is anticipated to have a density of 3.8 du/ac., within the MDR density range.

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**DISCUSSION / ANALYSIS:**

**General Plan Amendment Evaluation Criteria Analysis, Section 22.2.D.3**

General Plan Amendments are evaluated for consistency with the General Plan Amendment criteria in the Zoning Code. It is the burden of the applicant to present facts and other materials to support these criteria. The applicant’s full response to each of the criteria is attached for your reference (see Attachment 4). Below is a summary of the applicant’s responses (in italics) followed by staff’s analysis of each criterion:

1. The proposed change is necessary because conditions in the community have changed to the extent that the plan requires amendment or modification.

Applicant's Response: *"This property has been zoned commercial since the mid-eighties when the Rancho Vistoso Planned Area Development (RV PAD) was adopted. The demand for commercial in this immediate area has not materialized since that time, and consequently the land sits un-utilized. Over the years, Rancho Vistoso has developed at roughly two-thirds of its originally envisioned residential density, and as such there is less commercial demand than originally anticipated for this area..."*

Staff Comment: The Rancho Vistoso PAD was adopted nearly 25 years ago with the vision that there would be a sufficient number of commercial parcels to support planned residential within the community. The applicant's response indicates that the underdevelopment of the Rancho Vistoso PAD has created a decrease in commercial demand.

According to the Town's records the Rancho Vistoso PAD has been developed at approximately two-thirds of its planned density. In addition to the underdevelopment of the planned residential densities in Rancho Vistoso, the amount of commercial properties originally planned in Rancho Vistoso has also decreased. Supplemental information will be forwarded to the Commission next week.

2. The proposed change is sustainable by contributing to the socio-economic betterment of the community, while achieving community and environmental compatibility.

Applicant's Response: *This property has sat vacant since Rancho Vistoso's inception. If rezoned for residential land use, this property will be designed and constructed to the same high standards as the surrounding Rancho Vistoso neighborhoods. Public facilities and infrastructure already exist nearby, so this development will not place additional burden on public infrastructure. In fact, this development will contribute to the long-term socio-economic betterment of the community by providing convenient high quality housing for employees of Oro Valley's growing businesses.*

*This proposed residential development will achieve community and environmental compatibility in several ways. This development will contain landscape buffers and provide significant open space. In addition, this development will be tied into the nearby sidewalks and bicycle lanes, allowing residents to easily access Oro Valley's bicycle and pedestrian infrastructure.*

*The guidelines of the Rancho Vistoso PAD will apply to this development. It will therefore look and feel very similar to the surrounding Rancho Vistoso*

*neighborhoods. This includes similar vegetation, architectural themes, and open space treatment.*

**Staff Comment:** The applicant's response indicates that the requested amendment contributes to the socio-economic betterment of the community by providing residential development for the Town's growing workforce.

To ensure community and environmental compatibility, the applicant indicates that the proposed development will contain landscape buffers, open space areas, and architectural design themes found in the adjacent communities.

Although the proposed residential development would be a compatible land use to the surrounding residential area, the property also is viable as a neighborhood commercial office development due to its close proximity to residential areas. Residents can conveniently access the site by existing sidewalks and bicycle paths, promoting the goal of walkability and reducing the amount of traffic on the adjacent streets. A neighborhood commercial use on this property may be considered environmentally and community compatible with the surrounding area based upon potential traffic reduction and availability of convenient neighborhood scale commercial services.

An additional consideration is the reduction of land designated for future commercial uses and elimination of a potential revenue source for the Town. Careful judgment should be exercised when considering the reduction of commercial land and its resulting impact on revenues and the provision for convenient services to residential areas.

3. The proposed change reflects market demand which leads to viability and general community acceptance.

**Applicant's Response:** *As discussed above, changing the designated land use of the property from commercial to residential will result in utilization of this infill site. This is a viable residential land use that is similar to, and compatible with, the surrounding uses. The existing commercial designation has never been, is not, and appears unlikely ever to be viable.*

**Staff Comment:** The proposed residential use of the property appears to be in response to the recent increase in detached single-family residential demand within Oro Valley. The applicant indicates that the lack of commercial demand is the result of under-development of the planned residential density in Rancho Vistoso. The supplemental information provided by staff next week will assist in the evaluation of the request with regard to this criterion.

4. The amendment will not adversely impact the community as a whole, or a portion of the community without an acceptable means of mitigating these impacts through the subsequent zoning and development processes.

Applicant's Response: *This General Plan amendment request seeks to change the existing land use designation from commercial to residential. Currently, the site has been vacant since its creation. This proposal is to allow residential uses similar to the existing residential properties neighboring the site. Any impacts will be addressed during the P.A.D. amendment phase or during subsequent detailed development proposals.*

*The sort of residential development as is proposed is generally accepted to be less impactful to nearby homeowners than such commercial developments as could be built under the existing zoning.*

*Demand for single-family detached housing is growing in Oro Valley. This property is ideal for residential since residential land uses already border the site, and were developed according to the same PAD standards to which this project will be held.*

Staff Comment: The applicant's response indicates that the requested land use designation will not adversely impact the surrounding communities because the proposed development will be similar in density and design. Any impacts created by the proposed development can be mitigated during the PAD amendment process and through adherence to the consistent development standards with the surrounding areas.

### **General Plan Vision, Goals and Policies Analysis**

General Plan Amendments are also evaluated for consistency with the Vision, Goals and Policies of the General Plan. The following is an analysis relative to the amendments consistency with the Vision and key Policies in the General Plan.

#### **General Plan Vision**

To be a well planned community that uses its resources to balance the needs of today against the potential impacts to future generations. Oro Valley's lifestyle is defined by the highest standard of environmental integrity, education, infrastructure, services, and public safety. It is a community of people working together to create the Town's future with a government that is responsive to residents and ensures the long-term financial stability of the Town.

Staff Comment: The vision statement from the General Plan emphasizes the need to carefully balance land use decisions which respond to current conditions, against the long term impact to the community. In general, reduction of commercially designated land can have a negative impact on the long term viability of the community and care should be exercised in converting commercially designated land to respond to current market conditions. However, a future residential use may be supported by current market conditions and would be compatible with the surrounding residential area.

General Plan Policies

The application has been reviewed against notable General Plan goals and policies as follows:

Policy 1.4.8. The Town shall continue to require adequate buffering of commercial and employment uses from adjacent neighborhoods, with special consideration being given to placing office or other less intensive uses adjacent to residential areas.

Staff Comment: The applicant's request would provide a compatible land use with the adjacent residential area. Impacts of the proposed use can be mitigated through the incorporation of buffer yards, landscaped areas and architectural features similar to the adjoining properties.

Policy 1.5.4. The Town shall ensure that areas appropriately zoned and planned for neighborhood commercial use are developed.

Staff Comment: The applicant's request reduces land designated for future commercial uses and eliminates future neighborhood scale commercial services within walking distance of existing residential areas.

Policy 2.1.1 The Town shall continue to promote architectural themes and project site design that blends the built environment with natural surroundings.

Policy 7.1. To promote the development of sound, high quality neighborhoods that provide community amenities in an integrated manner.

Staff Comment: The proposed residential subdivision is proposed to be developed with similar density and design features as the adjacent residential properties.

**PUBLIC PARTICIPATION:**

Summary of Public Notice

This project has been noticed in accordance with Town procedures, which includes the following:

- Notification of all property owners within 600 feet
- Homeowners Association mailing
- Notices in The Daily Territorial newspaper
- Post on property
- Post at Town Hall and on website

Neighborhood Meetings

A neighborhood meeting was held on May 2, 2013. Six residents attended the meeting and had concerns with the impacts of the proposed residential subdivision. A copy of the neighborhood meeting minutes has been attached (see Attachment 5).

The main concern at the meeting included:

- Commercial and residential development standards.
  - Traffic and access into the proposed subdivision.
- 

## **SUMMARY / CONCLUSION**

The proposed amendment has been evaluated using the criteria in Section 22.4 of the Zoning Code, General Plan goals and policies, as well as neighborhood and outside agency input. The neighbors' concerns will be addressed during the Planned Area Development Amendment process should this application be approved. The following is a summary of factors for and against the proposal:

### Factors For:

- The proposal will provide continuity in residential land use and will be compatible with the surrounding area.
- The proposed development will have a lesser impact (lighting, noise, building height, etc.) on the adjacent residential properties.
- The proposed amendment appears to be supported by the current market demand for detached single-family residential development.

### Factors Against:

- The existing commercial designation provides planned neighborhood level commercial services within walking distance to existing residential areas.
  - Retention of the commercial designation will contribute to future revenues for the Town to support services to residential areas.
  - Commercial development will reduce traffic impacts and provide proximate services to residential areas.
- 

## **RECOMMENDATION:**

As summarized in this report, there are compelling factors in support and compelling factors against the requested amendment. Much of Rancho Vistoso has been built out at densities far below master plan expectations. As such, absorption of this property for retail and/or office uses may be long term, if ever. Approval of the amendment will allow for short term development of the property.

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**SUGGESTED MOTIONS:**

I move to recommend approval of the Parcel 10T Minor General Plan Amendment from Neighborhood Commercial/Office to Medium Density Residential (2.1 – 5 du/ac), based on the finding that the request complies with the Minor General Plan Amendment criteria and the vision, goals and polices of the General Plan.

OR

I move to recommend denial of the Parcel 10T Minor General Plan Amendment from Neighborhood Commercial/Office to Medium Density Residential (2.1 – 5 du/ac), based on the finding that the request does not comply with the Zoning Code criteria, specifically \_\_\_\_\_.

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**ATTACHMENTS:**

1. Location Map
2. General Plan Land Use Map
3. Zoning Map
4. Application & Responses to Criteria
5. Neighborhood Meeting Summary Notes

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Chad Daines, Principal Planner

**MOTION** carried, 5-0.

**2. PUBLIC HEARING: MINOR GENERAL PLAN AMENDMENT TO CHANGE THE EXISTING LAND USE DESIGNATION FROM NEIGHBORHOOD COMMERCIAL/OFFICE (NCO) TO MEDIUM DENSITY RESIDENTIAL (MDR, 2.1 TO 5.0 DU/AC) ON PARCEL T, RANCHO VISTOSO, NEIGHBORHOOD 10, LOCATED ON THE NORTHEAST CORNER OF LA CANADA DRIVE AND MOORE ROAD (OV1113-04)**

Rosevelt Arellano, Planner, presented the following:

- Request
- Map
- Vicinity Map
- General Plan Future Land Use Map
- Review Criteria
- General Plan Amendment Evaluation Criteria
- Distribution of Commercial Parcels North of Naranja Drive
- Factors for and Against
- Summary

Paul Oland, with WLB Group, representing the property owner, presented the following proposal:

- General Plan Amendment Criteria
- Conditions have changed
- Commercial Demand: Expected vs. Historical/Actual vs. Projected
- This Proposal is Socio-Economically Better
- This Proposal is Compatible
- Map of Two-Story Homes in the Area
- Future Rezoning Request
- This Proposal is Reflective of Demand

Chairman Swope opened the Public Hearing

Bill Adler, Oro Valley Resident, stated that the market demand is not there for commercial. Mr. Adler believes market demand is not the right formula; by the time these homes are built the market demand will change.

Chairman Swope closed the Public Hearing

Paul Oland, with WLB Group, responded to Mr. Adler's comments on market demands, based upon past history. Rancho Vistoso, which is 7,500 acres, has

developed very close to the way it was originally planned. Mr. Oland believes that Rancho Vistoso is a well planned community.

Commissioner Rodman asked if staff had a recommendation and if so he would like to hear it.

David Williams, Planning Manager, responded that there are compelling factors supporting this request and there are good reasons to not grant this request, staff is divided. Rancho Vistoso has not developed as envisioned, lower density has reduced commercial demand for the area. Rancho Vistoso was envisioned as a self-contained master planned community where people can live, work and shop without leaving Rancho Vistoso.

**MOTION:** A motion was made by Commissioner Buette and seconded by Vice Chair Cox to Approve of the Parcel 10T Minor General Plan Amendment from Neighborhood Commercial/Office to Medium Density Residential (2.1 - 5 du/ac), based on the findings that the request complies with the Minor General Plan Amendment criteria and the Vision, goals and polices of the General Plan.

**MOTION** carried, 5-0.

**3. PUBLIC HEARING: A ZONING CODE TEXT AMENDMENT TO SECTION 22.2 AND SECTION 27.10 TO AMEND PROVISIONS RELATIVE TO THE APPLICABILITY OF ENVIRONMENTALLY SENSITIVE LANDS, TO MAJOR AND MINOR GENERAL PLAN AMENDMENTS (OV 713-001)**

Chad Daines, Principal Planner, presented the following:

- Applicability
- Request Summary
- Applicability Background
- ESL Primary Environmentally-Based Conservation Categories
- Resource Management Area (RMA) Planned Growth Tiers
- ESL Planning Map
- Proposed Amendment
- Stakeholders Review
- Summary
- Recommendation

Chairman Swope opened the public hearing

Jan Johnson, Non-Oro Valley resident, is very concerned because the land around Oro Valley is important and asked why the Pima County map can't be used. Applicants will

**Neighborhood Meeting Summary**  
**4.9-Acre Residential Development**  
**Parcel 10T in Rancho Vistoso, Neighborhood 10**  
**May 2, 2013**  
**6:00 – 7:30 PM**

Prepared by Rosevelt Arellano

**1. Introductions and Welcome**

David Williams introduced the Oro Valley Project Manager Rosevelt Arellano. He also introduced Council Member Mike Zinkin and Board of Adjustment Member Bill Adler. He introduced project team member Paul Oland of WLB Group. Six residents attended the meeting.

**2. Staff Presentation**

Project Manager, Rosevelt Arellano, provided a presentation that included:

- General information of the project site
- Review Process for a Minor General Plan Amendment and Planned Area Development (PAD) Amendment
- Review Criteria
- Public Participation Opportunities
- Next Steps

**3. Applicant Presentation**

The project team provided a presentation that included:

- Proposed Site Design
- Project Timeline

**4. Public Comments and Questions**

- Mr. Adler objected to processing both applications concurrently because each application is subject to different criteria.
  - The applicant responded that the proposed applications will not be heard at the same public hearings.
- What is the permitted building height for the existing C-1 (Commercial) zone and the proposed MDR (Medium Density Residential) zoning districts?
  - C-1: 34', 3-stories
  - MDR: 30', 2-stories
- What is the zoning district for the property located on the southwest corner of Moore Road and La Canada Drive?
  - The Pima County Zoning Map designates this property as SR (Suburban Ranch). The zoning district permits single family residence and requires a minimum lot size of 3.3-acres.
- What types of commercial uses are permitted in a C-1 (Commercial) zoning district?
  - The permitted commercial uses include (but are not limited to): grocery stores, professional offices, bakeries, barber shops, and schools.

- Neighbors had concerns with commercial traffic being greater than residential traffic.
- How do 5,000 square foot lots translate into 4 dwelling units per acre on a 4.9 acre site?
  - The applicant's proposed density (4 dwelling units per acre) accounts for the installation of roadways, open space, bufferyards, and drainage areas. As a result, the site lot yield will be approximately 19 lots.
- What is the largest commercial building (in square feet) that can be built on the site today?
  - The site can accommodate about 40,000 to 50,000 square feet of commercial building.
- What is the closest recreational area to the site?
  - The closest recreational areas are located approximately three-tenths of a mile north, and one-half mile west of the project site.
- Will the proposed development include a recreational area?
  - The applicant responded that a small recreational area (tot lot) may be provided.
- Will the applicant install a right turn lane into the site from La Canada Drive?
  - The applicant responded that a right turn lane will likely not be installed.
- How far will the proposed subdivision be setback from La Canada Drive?
  - The Town Zoning Code requires a 25' landscape bufferyard on arterial roadways.
- How many 1 and 2-story homes are proposed to be built?
  - The Zoning Code provides that no more than 60% of the subdivision can consist of 2-story homes. Approximately 19 lots are proposed to be developed on the site.
- A neighbor to the west had concerns with preserving their existing views and preferred that only 1-story homes be built along the southwest portion of the property.
  - The applicant responded that larger lots are proposed in this area, and will likely consist of larger backyards that will help mitigate their concern.
  - The applicant will consider placing story poles in the southwest portion of the property to help neighbors better understand the view impacts of a 2-story home.
- Will a signal light be placed at the intersection of La Canada Drive and Moore Road?
  - The applicant responded that the Rancho Vistoso Planned Area Development shows a signal light planned at the intersection; however additional traffic studies may be required to determine whether a signal light is warranted.

## 5. Next Steps

- The next steps include an application submittal followed by the Planning and Zoning Commission and Town Council public hearings. The public hearing dates will be determined upon review of the submitted application. For more information, please contact Rosevelt Arellano, Planner, at (520) 229-4817 or [rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov).



## Supplemental Staff Report Planning & Zoning Commission

**CASE NUMBER:** OV1113-04 Rancho Vistoso Parcel 10-T  
Minor General Plan Amendment

**MEETING DATE:** August 6, 2013

**AGENDA ITEM:** 2

**STAFF CONTACT:** Rosevelt Arellano, Planner  
[rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov) (520) 229-4817

### Summary:

This supplemental report provides a summary of local and regional commercial development data to help evaluate the Minor General Plan Amendment to convert Rancho Vistoso Parcel 10-T from commercial to residential. These data are divided by geographic scale: Rancho Vistoso, the Town of Oro Valley, and the Tucson region. In the short term, market trends support the rezoning of Parcel 10-T for residential development. In the longer term, however, Parcel 10-T is well situated at the corner of two arterial roads to provide neighborhood level commercial services within walking distance of nearby residents. Further, there are no existing commercial centers within close (~3 miles) proximity of Parcel 10-T. The nearest potential future retail development is at Miller Ranch (northwest corner of Tangerine & La Canada), which is approximately one mile to the south.

### Local and Regional Commercial Market Data:

#### Rancho Vistoso

- As discussed in the staff report, Rancho Vistoso was originally approved for 13,862 dwelling units. To date, approximately 8,200 units have been constructed (59.2% of original entitlement).

Rancho Vistoso Residential Development		
Entitled Units	Developed Units	% Developed
13,862	8,200	59.2%

- The original Rancho Vistoso PAD contained 344 acres of commercial property. Seven (7) acres have been rezoned for residential development. Approximately **98%** of the commercial property (337) acres are remaining.

Rancho Vistoso Commercial Areas (in acres)			
Planned in Original PAD	Currently Zoned	Loss	% Remaining
344	337	7	98%

#### Town of Oro Valley

- 152** Certificates of Occupancy (C of Os) were issued for new businesses between 7/1/10 and 6/30/13 in the Town. As shown on Attachment 1, virtually all of the businesses are located along Oracle Road, Rancho Vistoso Boulevard, La Canada Drive and Tangerine Rd.

- Over the last two years, several General Plan Amendments, rezonings and Site Plans have been approved for commercial development in the Town (see Attachment 2). These approvals are for projects along Oracle and Tangerine Roads. Significant projects include:
  - San Dorado retail/office development (east side of Oracle Road at First Ave.)
  - El Corredor retail/office development (northeast corner of Oracle Rd. and Linda Vista Blvd.)
  - Mercado Mandarin retail/office development (northeast corner of Tangerine Rd. and La Cholla Blvd.)
- There is approximately **390 acres** of property zoned for commercial/office development in the Town. In addition, there is a large amount (**237,887 square feet**) of vacant constructed space within existing shopping centers in the Town.
- Most commercial development within the Town is on parcels larger than 10 acres, such as Placita de Oro (southwest corner of Tangerine and First) and the retail projects on the corners of La Canada and Lambert are all larger than 10 acres.
- There are currently no existing commercial centers located north of Tangerine Road and west of Rancho Vistoso Blvd.
- There are no existing retail centers in close proximity (~3 miles) to Parcel 10-T (see Attachment 3). The nearest potential future retail development is at Miller Ranch (northwest corner of Tangerine & La Canada), which is approximately one mile away.
- Viable commercial uses for small parcels (less than 5 acres) include day care centers, medical office complexes and neighborhood services such as dry cleaning, small grocers, etc.

#### Tucson Region

- The shopping center vacancy rate in the second quarter of 2013 for the Tucson regional was 9.3% of the total existing inventory. For Reference, the vacancy rate was over 12% at the height of the recession (2010-11). By comparison, the shopping center vacancy rate in the Northwest market area, which includes Oro Valley, is slightly higher than the regional average at 9.7%.

#### Data Sources:

- Oro Valley Permits Plus data
- Oro Valley GIS Data
- Tucson 2013 Second Quarter Shopping Center Market View, CBRE Global Research & Consulting
- Tucson 2013 First Quarter Marketbeat Snapshot, <http://picor.com/tucson-commercial-real-estate-news-research/tucson-commercial-real-estate-market-reports-studies>

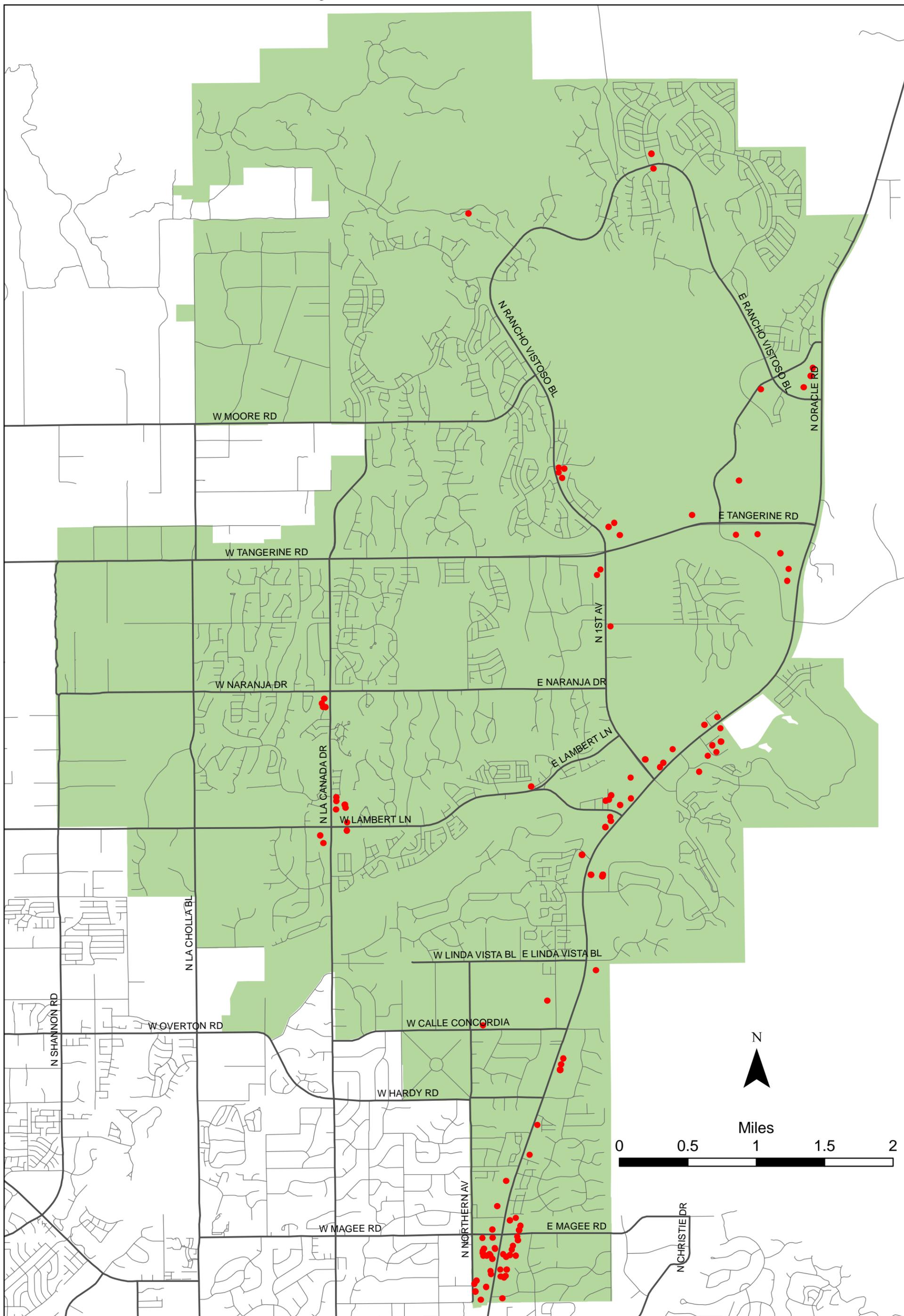
**ATTACHMENTS:**

1. Map of C of Os Issued 7/1/10 to 6/30/13
2. Map of Approved Commercial Projects in OV, 2011-2013
3. Map of Commercially Zoned Parcels north of Naranja Drive

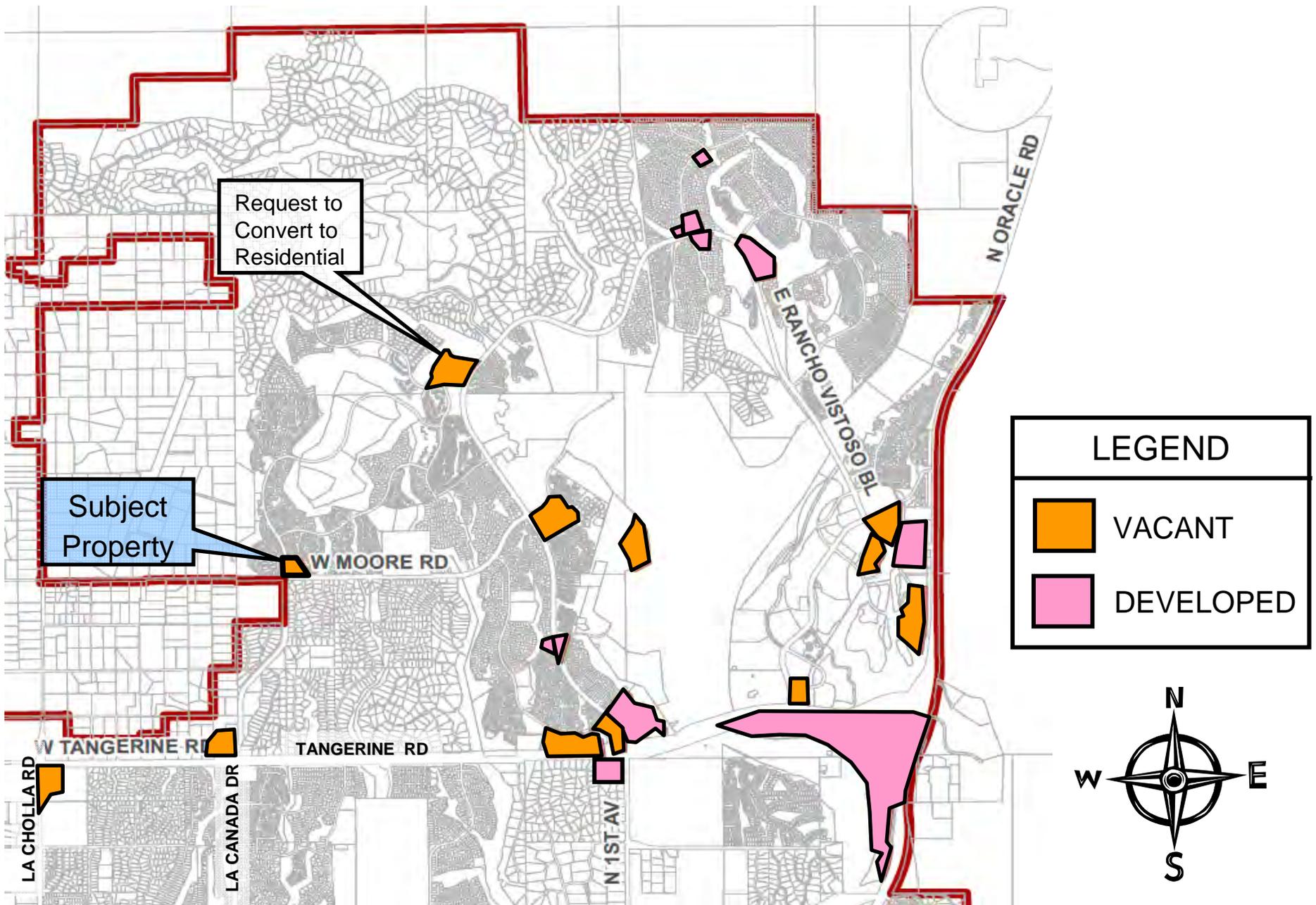
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Chad Daines, Principal Planner

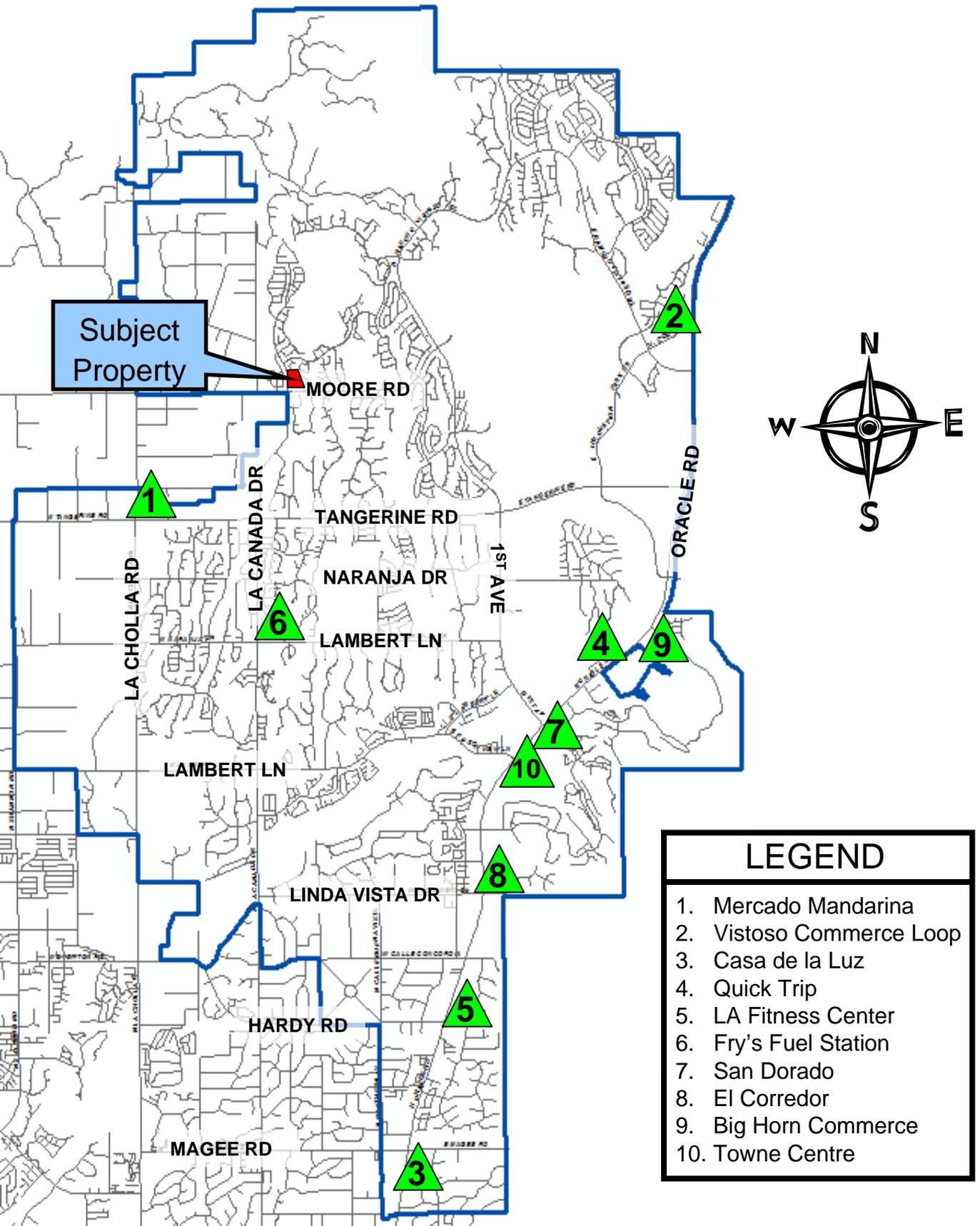
# Certificates Of Occupancy Issued July 1st 2010 - June 30th 2013



# Map of Commercial Parcels Located North of Naranja Drive



# Map of Recently Approved Commercial Projects (From 2011 to Present)





## Town Council Regular Session

Item # **3.**

**Meeting Date:** 09/04/2013  
**Requested by:** Hillary Turby  
**Submitted By:** Hillary Turby, Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

REQUEST FOR APPROVAL OF CONCEPTUAL PUBLIC ART FOR THE SUN CITY RECREATION CENTER LOCATED EAST OF RANCHO VISTOSO BOULEVARD AND SOUTH OF SILVERTON AVENUE, WITHIN RANCHO VISTOSO NEIGHBORHOOD 1

#### **RECOMMENDATION:**

The Conceptual Design Review Board (CDRB) recommends approval, subject to the condition in Attachment 1.

#### **EXECUTIVE SUMMARY:**

This is a request for approval of Conceptual Public Art design for the Sun City Recreation Center. The applicant, artist David Voisard, proposes to install two (2) sculptures, including three (3) figures to fulfill the Town's public art requirement (Attachment 2). Town Council reviews Conceptual Public Art to confirm a project's adherence to the adopted Design Principles and Design Standards, with the goal of improving community fit.

Additional information is included in the staff report to the CDRB (Attachment 3). The draft CDRB minutes is included as Attachment 4.

#### **BACKGROUND OR DETAILED INFORMATION:**

##### Conceptual Public Art

The applicant proposes to place two sculptures at the Sun City Recreation Center. The two pieces are titled, "Fitness Buff" and "Let's Rock." The proposed sculptures will be installed in front of the fitness center entrance and the social building for any member of the public to view. Additionally, the proposed sculptures directly relate to the context of the project site as they depict activities taking place in the recreation center. Detailed analysis regarding conformance with the Design Principles and applicable Design Standards is provided in the attached CDRB staff report (Attachment 3).

##### Proposed Improvements

- Two (2) sculptures, three (3) individual figures
- All three (3) figures to be set in concrete on the entrance sidewalk
- The "Fitness Buff": one (1) life size, 3D, stainless steel, free standing sculpture
- "Let's Rock": two (2) life size, 3D, stainless steel dancers
- Installation: Epoxy and threaded rod
- No additional lighting, electric, or unique landscaping

- Total budget: \$18,000
- Building Permit Valuation: \$1,800,000

Approvals To Date

- Revised Development Plan approved for the Sun City Recreation Center - 2011

Public Notice

The following public notice was provided:

- Affected HOAs
- Posted at Town Hall
- Posted on the Oro Valley website

No comments have been received.

Conceptual Design Review Board Review

The Conceptual Public Art was considered by the Conceptual Design Review Board (CDRB) at their meeting on July 9th. Issues discussed at the meeting included maintenance of the art and questions regarding the originality of the artwork and artist. The applicant explained the maintenance needs of the art and the differences between the proposed art and existing art throughout the Town. The CDRB found the Conceptual Public Art to be in substantial conformance with the applicable Design Principles and Standards. Consequently, the CDRB recommends approval, subject to the condition in Attachment 1.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to approve the Conceptual Public Art for Sun City Recreation Center, subject to the conditions in Attachment 1, finding that the Conceptual Public Art meets applicable Design Principles and Standards.

OR

I MOVE to deny the Conceptual Public Art for the Sun City Recreation Center, finding that the Conceptual Public Art does not meet applicable Design Principles and Standards.

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**Attachments**

Attachment 1 - CDRB Conditions of Approval

Attachment 2 - Conceptual Art Application

Attachment 3 - CDRB Staff Report

Attachment 4 - CDRB Draft Minutes

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**Conditions of Approval  
Sun City Fitness Center  
Conceptual Art  
OV1210-017A  
July 09, 2013 CDRB**

Planning:

1. The applicant shall install a small metal plaque containing the artist's name, name of artwork and installation date at the base of each sculpture.



**CONDITIONS OF APPROVAL**

Oracle Vista Memory Care (OV 1213-01)

**Attachment 1**

Sun City Oro Valley  
Public Art Description

JUN 12 2013

1. Description of art piece: Sculpture #1 - "The Fitness Buff" L 3' x W 3' x H 6'.  
This sculpture is a fully dimensional, life-sized figure of a person walking to a daily workout. Stainless steel is the medium employed. This piece is intended to be a light hearted sculpture that will bring smiles and laughter to those who enter or frequent the area. The sculpture is privately funded but will be accessible to and enjoyed by the public at all times. The figure is epoxied into existent concrete slab.

Due to the difficulty of portraying this sculpture in a rendering, photos of sculptures that Mr. Voisard created and installed in another Oro Valley location (shopping center that contains Kohl's and Sprouts) are included in this documentation. This sculpture will be made of the same materials and will be similar in nature.

2. Location/Placement

Please see plan drawings. The locations of the artwork are intended to blend well with the facilities and to provide an inviting appearance. Placement will be such that the artwork will have frequent ample exposure to Sun City residents and nonresidents.

3. Fabrication/Transportation

I will fabricate these pieces in my design studio in Amado, AZ. Transport to installation site will be facilitated with my vehicles.

4. Installation

This sculpture will be set in concrete on the sidewalk. Epoxy and treaded rod ensure permanent, safe, and aesthetically appealing presentation. No additional lighting, electric, or unique landscaping is required.

5. Budget

Both sculptures (3 figures) are included in the \$18,000 budget.

6. Renderings

Please see attached drawings.

7. Schedule

Start: Upon approval and deposit

Complete: November

Installation: December

8. Additional explanation of the artists intent and Vision.

Intent:

Sun City is a thriving community of active, curious people who embrace and participate in many activities. The drawings provided show my intent - to in an artful way put a smile on the face of residents and visitors as they approach the Fitness Center and Activities Center.

Vision:

In similar sculpture projects, both public commissions and private collections, I have enjoyed making fine art - fun art! I believe that it is terribly important that we smile and laugh while in public space. My design input comes from that belief.

Respectfully, David Voisard

[www.voisardstudios.com](http://www.voisardstudios.com)

#520.991.9436

Box 1505 Tubac, AZ.

Sun City Oro Valley  
Public Art Description

1. Description of art piece: Sculpture #2 - "Let's Rock!" L 6' x W 4' x H 6'

This sculpture is a fully dimensional, life-sized figure of a two dancers enjoying the music. Stainless steel is the medium employed. This piece is intended to be a light hearted sculpture that will bring smiles and laughter to those who enter or frequent the area. The sculpture is privately funded but will be accessible to and enjoyed by the public at all times. The figures are epoxied into existent concrete slab.

Due to the difficulty of portraying this sculpture in a rendering, photos of sculptures that Mr. Voisard created and installed in another Oro Valley location (shopping center that contains Kohl's and Sprouts) are included in this documentation. This sculpture will be made of the same materials and will be similar in nature.

2. Location/Placement

Please see plan drawings. The locations of the artwork are intended to blend well with the facilities and to provide an inviting appearance. Placement will be such that the artwork will have frequent ample exposure to Sun City residents and nonresidents.

3. Fabrication/Transportation

I will fabricate this piece in my design studio in Amado, AZ. Transport to installation site will be facilitated with my vehicles.

4. Installation

This sculpture will be set in concrete on the sidewalk. Epoxy and treaded rod ensure permanent, safe, and aesthetically appealing presentation. No additional lighting, electric, or unique landscaping is required.

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Respectfully,

David Voisard

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Box 1505 Tubac, AZ.

## REVIEW CRITERIAL STATEMENTS

1. Public art should serve as a distinctive and integral element in the overall design of a project or development.

The sculptures will be very distinctive as they are noticeable and fun plus they depict the activities that take place in the adjacent facilities.

2. Public art should relate to the context and character of the project. Where appropriate, public art may employ themes associated with activities within the development.

As noted above, the sculptures are very much associated with the activities within the development, dancing and exercise.

3. Public art should relate to the historical, cultural or natural context of the project area, the neighborhood or the Town.

Although these sculptures will be unique there is other public art in Oro Valley that is fun and that creates smiles and laughter. This artwork also fits well in the project as very enjoyable activities take place in the adjacent facilities.

4. Public art shall not include corporate advertising elements of a business including colors, graphics, logos or other representations of corporate identity.

There is no mention of advertising or corporate identity in this artwork.

5. Public art shall be designed to prevent hazards to the public. Durability and safety of materials shall be considered including potential areas of excessive wear or damage, which shall be mitigated.

The sculptures will be very well secured, placed and designed so there is little if any chance to present a hazard. The sculpture material is stainless steel which requires no maintenance and is very durable.

6. Potential obstructions, including landscape materials at maturity or future construction, shall be considered when locating public art.

The sculptures will be placed in locations that will not interfere with landscaping or future construction.

7. Public art shall be original and not duplicate existing artwork in the Town and shall conform to community standards.

The sculptures will be very unique and will not be duplicated.

## Public Art Budget

David Voisard  
www.voisardstudios.com  
Box 1505 Tubac, AZ 85646  
Ph. # 520.991.9436

June 11, 2013

Budget breakdown for Sun City Oro Valley Public Art  
Total of two pieces (3 life-sized stainless) human forms.  
Budget: \$ 18,000.

### DESIGN

Travel, meeting time, computer time, scanning, faxing, modeling, structural testing, drawing time, redrawing time, etc..\$900.00

### MATERIALS

Stainless steel, welding materials, grinding and polishing materials, wood for modeling, threaded rod, epoxy. \$2,000.00

### LABOR

Procurement of materials, fabrication, polishing, talent, blood, sweat, and cheers.  
\$14,000.00 3 figures (\$4,666.66 per figure)

### INSTALLATION

Packaging, transport, delivery, anchoring, and clean-up. \$1,100.00

### Suggested Payment Schedule

Initial deposit - Design plus materials plus concept plus start-up costs \$7,000.00

Interval payment for each piece as fabricated (when each figure is completed, awaiting installation) \$2,333.33

Installation final payment when installed \$1,100.00

## ARTIST RESUME

David Voisard  
P.O. Box 1505  
Tubac, AZ. 85646  
david@voisardstudios.com  
ph/fax 520.398.3117  
cell 520.991.9436

For twenty five years I have been designing and crafting works of art with my hands. Many of my pieces have been functional: hand carved winery doors, artful gates, custom furniture, tasting tables, winery cave doors, outdoor benches, garden gazebos, custom signage, meditation buildings, and presentations of wine collections for auction at Christies, Sothebeys, and the Napa Valley Wine Auction.

In 1999 I began sculpting in steel, copper, aluminum and bronze. I have exhibited work in museum shows, my art has been featured on magazine covers, and resides in private collections the world over. In November of 2004, my six foot tall recycled steel sculpture entitled "the Birdwatcher" was juried Best of Show at the Tubac Art Center in a state wide competition. This competition was structured to "sell" Santa Cruz County as a destination for tourism. I am proud that my humorous sculpture met those needs and I look forward to attracting customers to public space using art as a magnet.

In 2006 I won a quarter million dollar art grant to create six life sized human forms in stainless steel for a shopping center in Oro Valley, AZ. I worked with the developer, architects, city groups and a fellow artist to create this work on time and under budget.

### Training:

57 years ago I was born into a family of teachers. My formal training in art began in public school when I became bored with lecture and began cartooning in my notebook. I have illustrated books from such training.

My honors degree from Illinois State University was in researching the kinesiology involved in hang gliding, useful in art perhaps only in fueling "lofty" ambitions. In 1980 I moved to the mountains of Lake Tahoe to teach skiing. It did not snow. Once hungry, I walked into a wood-shop in search of work. I have used the ways of wood ever since and to this day enjoy its characteristics applied to architectural solutions.

In 1999, a patron of my furniture design skills overheard me share that I wished to begin playing with metal. She ordered ten grand worth of metal work that afforded my first welder and a set of torches. This foray into the wonders of metalwork is represented in the accompanying photos.

In 2002 my artist wife, Micki, our cats and dogs left the Napa Valley having discovered Tubac, Arizona. My design studio and our gallery are located in nearby Amado, Arizona.

David Voisard  
www.voisardstudios.com  
Box 1505 Tubac, AZ 85646  
Ph. # 520.991.9436

## RESUME

In 1956 I was born into a family of teachers. Above all, I was taught to explore. In time, I found great satisfaction in exploring the shaping of different materials with tools in my hands.

I put myself through college by crafting wood in Illinois and Wisconsin. Feeling the call of mountains I moved to Lake Tahoe to teach snow skiing. Nature had other plans and it did not snow so I found new ways to play with wood and supported myself by crafting things of beauty within the budgets of paying clients.

Once married, my wife and I decided to explore living in the Napa Valley. For 20 years I designed and crafted presentations for fine wines to be sold at auction or showcased in fancy wine cellars. My fine furniture morphed into sculptural objects whose intention was to best present my client's product. I had hand carved a pair of winery doors on an estate, 482 hours of tapping sharp tools with a mallet.

Years later a lady saw the doors and had heard me say I'd like to explore working in metal. She commissioned three metal tasting tables and my life changed. With a new welder and plasma cutter I created beauty in steel. She bragged about my talents and more metal work came my way.

Ten years ago we settled in Tubac, AZ. and I have spread my wings by sculpting with metals, creating public art, selling art to collectors, collaborating with other artists, and teaching children to weld, shape, and dream. The first time I entered a public art competition I was selected to participate and my sculpture won top honors in an ADOT Tourism Call to Artists. That piece now resides in Amado, AZ. I was then asked to create an additional piece in Patagonia, AZ.

In 2006 I split a \$250,000 public art award in Oro Valley with tile artist Stephen Farley. In April of last year five pieces of my work were showcased at the Tucson International Airport for a 9 month show. At present I am creating and installing a \$30,000 public art award by creating a sculptural piece near Salt Lake City at a metro rail station, "Sowing seeds of art".

# "Sharing a Meal"

Life-sized Figures  
Recycled Stainless Steel  
2005

Oracle Crossing Shopping Center  
Public Art Project \$90,000 Budget

One in a series of six installations designed to interface architecture and clientele.



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(520) 991-9436  
[david@voisardstudios.com](mailto:david@voisardstudios.com)

Attachment 1

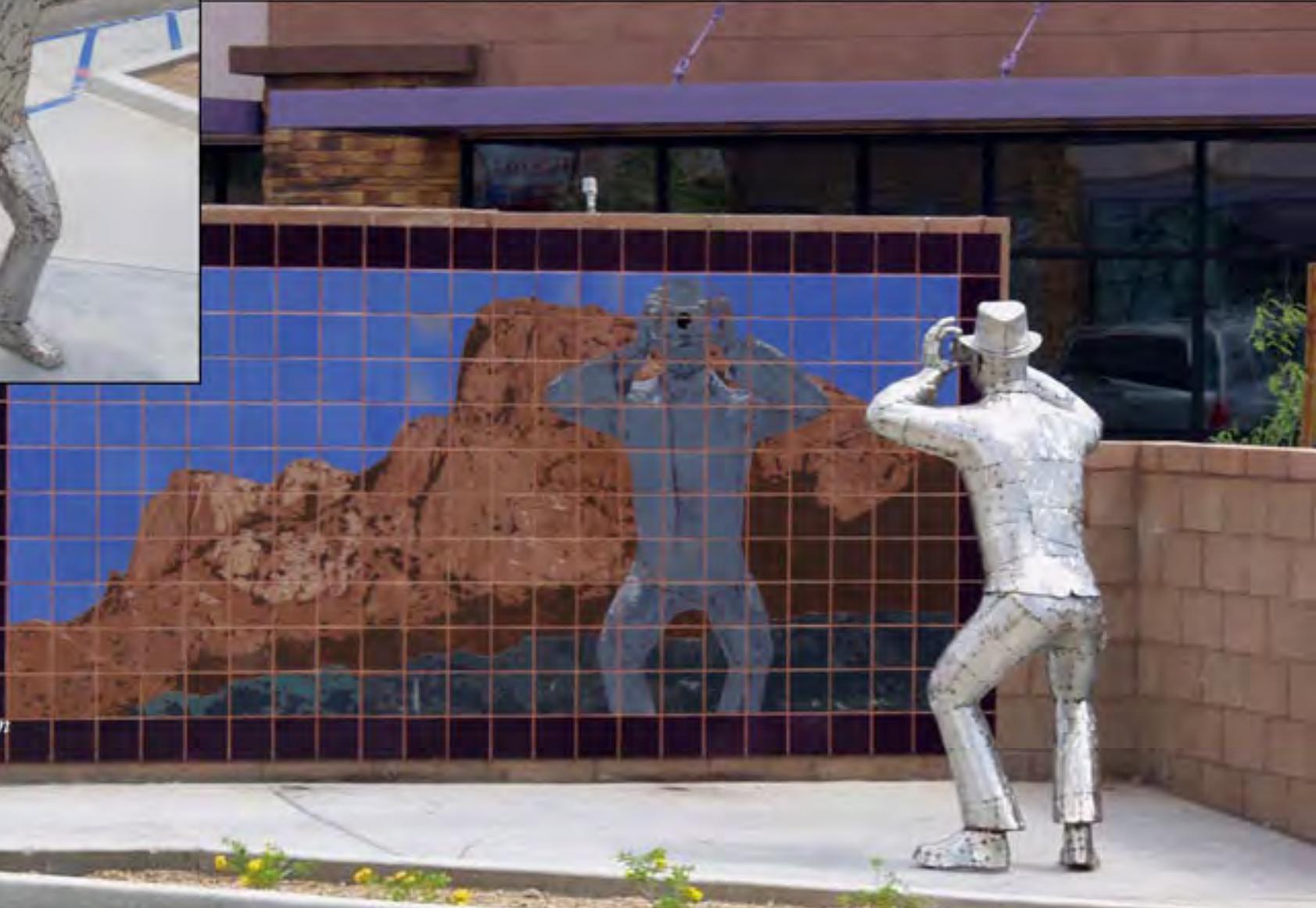


## “Reflections”

Life-sized Figure  
Recycled Stainless Steel  
2008

**Oracle Crossing Shopping Center**  
Public Art Project \$90,000 Budget

One in a series of six installations designed to interface architecture and environment.  
(Collaboration with tile artist Steve Farley)



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## **"Coffee to Go"**

Life-sized Figure  
Recycled Stainless Steel  
2005

**Oracle Crossing Shopping Center**  
Public Art Project \$90,000 Budget

One in a series of six installations designed to interface  
architecture and clients.

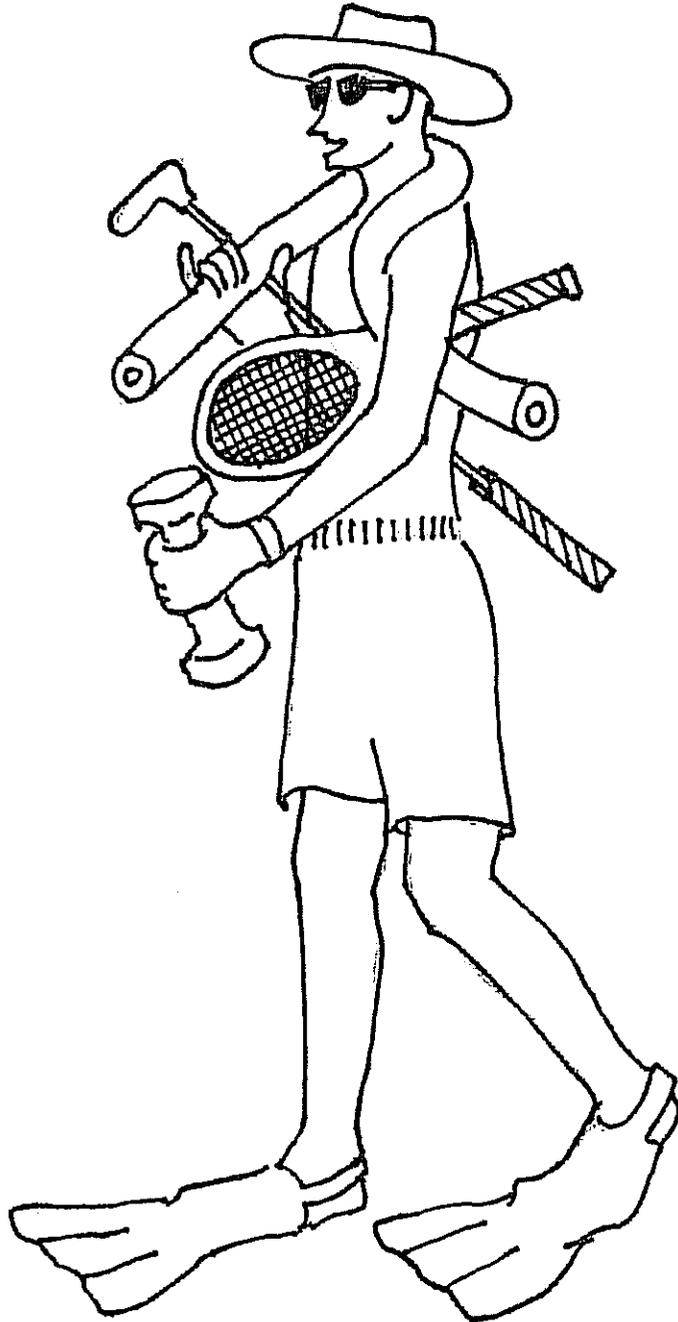
SUN CITY ORD VALLEY  
Public Art  
Activity Center



LIFE SIZE  
3D STAINLESS  
STEEL

© DAVID VOISARD 2013

SUN CITY ORO VALLEY  
Fitness Center Public Art



© DAVID VOISARD 2013

LIFE SIZE, STAINLESS STEEL, FREE STANDING

GOLF COURSE

PAD GOLF COURSE

FIREFLY COURT

SUN CITY VISTOSO UNIT 2

EXIST. GOLF PUTTING AREA

SILVERTON AVENUE

COPPERSTONE DRIVE

EXIST. GUARD SHACK

EXIST. SOCIAL BLDG.

EXIST. CRAFTS BLDG.

EXIST. RAMADA

EXIST. CONCESSIONS BLDG.

Dancers

EXIST. SPORTS BLDG.

POOL

Fitness Buff Character

PAD GOLF COURSE

PROPOSED SPORTS BUILDING EXPANSIONS

RANCHO VISTOSO BOULEVARD

EXIST. PRO SHOP BLDG.

EXIST. GOLF MAINT. BLDGS.

LOT 1

EXIST. ADMINISTRATION BLDG.

PAD GOLF COURSE

SUN CITY VISTOSO UNIT 1

C.A. "A"

33





## Conceptual Public Art Conceptual Design Review Board Staff Report

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**CASE NUMBER:** OV1210-017A  
**MEETING DATE:** July 09, 2013  
**AGENDA ITEM:** 2  
**STAFF CONTACT:** Hillary Turby, Senior Planner  
[hturby@orovalleyaz.gov](mailto:hturby@orovalleyaz.gov) (520) 229-4847

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**Applicant:** David Voisard, Artist (520) 991-9436  
**Request:** **Conceptual Public Art for Sun City Recreation Center**  
**Location:** 1495 E. Rancho Vistoso Boulevard  
**Recommendation:** Approve requested Public Artwork with condition

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### **SUMMARY:**

The applicant proposes to place two sculptures at the Sun City Recreation Center. The proposed sculptures will be installed in front of the fitness center entrance and the social building entrance. The entrances to the Sun City Recreation Center include sidewalks, shaded seating, landscaping, and are accessible to any visitor. A site plan showing the proposed art location is provided as Attachment 2.

The artist, David Voisard, proposes to install two (2) sculptures, including three (3) figures to fulfill the Town's public art requirement. The proposed artwork is entitled "Fitness Buff" and "Let's Rock".

The applicant's description of the proposal is provided as Attachment 1.

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### **BACKGROUND / DETAIL INFORMATION:**

#### Approvals-to-Date

The following approvals are related to the request:

2011: Revised Development Plan approved for the Sun City Recreation Center

### Request Details

- Two (2 ) sculptures, three (3) individual figures
- Install three (3) figures set in concrete on the entrance sidewalk
  - "The Fitness Buff": one (1) life size, 3D, stainless steel, free standing sculpture
  - "Let's Rock": two (2) life size, 3D, stainless steel dancers
  - Installation: Epoxy and threaded rod
  - No additional lighting, electric, or unique landscaping
  - Total art budget: \$18,000
  - Building Permit Valuation: \$1,800,000

### **DISCUSSION / ANALYSIS:**

The Sun City Recreation Center was built in 1987 and provides recreation, cultural, and fitness amenities to the residents of Sun City. In January of 2013, a proposal for an addition and remodel to the Fitness Center was submitted. The revised site plan and architecture were approved administratively. The public artwork requirement was triggered by construction costs over \$50,000. Improvements include an interior remodel and expansion of the restrooms and workout areas, hardscaping, and landscaping. The initial building permit valuation for this project is 1.8 million. The proposed artwork by David Voisard fulfills the Town's 1% public art requirement.

### Design Principle Analysis

The Design Principles contained in Section 27.3.H provide the primary guidance for evaluating Public Art.

*Public art should serve as a distinctive and integral element in the overall design of a project or development.*

Staff Commentary: The proposed artwork will be integrated into the entrance ways of two of the main buildings of the Sun City Recreation Center. The Sun City Recreation Center's main entrance is off of Rancho Vistoso Boulevard and any visitor to the Center will be able to view the artwork. "Fitness Buff" will be installed in front of the Fitness Center entrance, and "Let's Rock" will be placed in front of the Social Building entrance. The project narrative notes that the proposed sculptures mirror Sun City's active and thriving community.

*Public art should relate to the context and character of the project. Where appropriate, public art may employ themes associated with the activities within the development.*

*Public art should relate to the historical, cultural or natural context of the project area, the neighborhood or the Town.*

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Staff Commentary: The proposed sculptures are directly related to the context of the project site as they replicate the activities taking place in the Recreation Center. The recreational theme of the proposed art meets these design principles.

*Public art shall not include corporate advertising elements of a business including colors, graphics, logos, or other representations of corporate identity.*

Staff Commentary: The proposed sculptures do not contain elements of corporate advertising. To better recognize the Town's public art collection, a condition requiring a small metal plaque containing the artist's name, name of the artwork and installation date has been added.

*Public art shall be designed to prevent hazards to the public. Durability and safety of materials shall be considered including potential areas of excessive wear or damage, which shall be mitigated.*

Staff Commentary: The proposed sculptures will be installed with epoxy and threaded rod to ensure permanent, safe, and aesthetically appealing presentation. Staff has determined that no unreasonable hazards or excessive wear or damages will be created. The design principle has been met.

*Public art shall be original and not duplicate existing artwork in the Town and shall conform to community standards.*

Staff Commentary: While the same artist has other sculptures displayed around town (The Safeway center off Oracle and Magee), these sculptures are original work and will not be duplicated.

### Design Standards Analysis

*The Design Standards contained in Addendum "A" provide the secondary guidance for evaluating Conceptual Public Art.*

*Public art shall be integrated into the overall design of the project and shall be located in areas of high visibility and use such as courtyards, seating areas, and along public roadways.*

Staff Commentary: The proposed artwork will be located in the public entrance way to the Sun City Recreation Center. Any member of the public will be able to visit this art without obstruction. This Recreation Center has frequent visitors and these new sculptures will be the focal point of any visitor's entrance.

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**SUMMARY / CONCLUSION**

The applicant's request includes installation of two (2) new sculptures in the Sun City Recreation Center entrance way. In staff's opinion, the proposed artwork is well suited for the project site because it is accessible, viewable, and requires little maintenance. The proposed artwork meets the 1% construction cost of the building permit valuation.

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**RECOMMENDATION:**

Based on the following findings:

- The request is consistent with the Design Principles and Design Standards.

It is recommended that the Conceptual Design Review Board take the following action:

**Recommend approval of the requested Conceptual Public Art to Town Council under case OV1210-17A, subject to the condition below.**

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**SUGGESTED MOTIONS:**

I move to recommend approval of the Conceptual Public Art for the Sun City Recreation Center, based on the findings that the proposed public art replacement is consistent with the Zoning Code criteria, subject to the following condition:

1. The applicant shall install a small metal plaque containing the artist's name, name of the artwork and installation date at the base of each sculpture.

OR

I move to recommend denial of the Conceptual Public Art for the Sun City Recreation Center, as it does not meet the findings that \_\_\_\_\_.

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**ATTACHMENTS:**

1. Application
2. Site Plan

  
Chad Daines, AICP Principal Planner

**MINUTES**  
**ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD**  
**REGULAR SESSION**  
**JULY 9, 2013**  
**ORO VALLEY COUNCIL CHAMBERS**  
**11000 N. LA CAÑADA DRIVE**

**ROLL CALL**

**PRESENT:** David Adler, Vice-Chair  
Kelly Huber, Member  
Harold Linton, Member  
Kit Donley, Member  
Nathan Basken, Member  
Richard Eggerding, Member

**EXCUSED:** Dino Sakeller, Chair

**ALSO PRESENT:** Joe Hornat, Council Member  
Kelly Schwab, Contract Town Attorney

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

Vice Chair Adler called the meeting to order at 6:00 P.M.

**PLEDGE OF ALLEGIANCE**

Vice Chair Adler led the Pledge of Allegiance.

**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.

**1. REVIEW AND/OR APPROVAL OF THE MAY 28, 2013 STUDY SESSION MINUTES AND THE JUNE 11, 2013 REGULAR SESSION MINUTES.**

**MOTION:** A motion was made by Harold Linton, Member and seconded by Nathan Basken, Member to Approve the May 28, 2013 Study Session Minutes and the June 11, 2013 Regular Session Minutes.

**MOTION** carried, 6-0.

**2. CONCEPTUAL PUBLIC ART FOR THE SUN CITY FITNESS CENTER, LOCATED EAST OF RANCHO VISTOSO BOULEVARD AND SOUTH OF SILVERTON AVENUE, WITHIN RANCHO VISTOSO NEIGHBORHOOD 1, OV1210-17A.**

Hillary Turby, Senior Planner, provided her staff report which detailed the following information:

- Location Map
- Sun City Recreation Center
- Conceptual Public Art Review
- Proposed Artwork
- Artwork Locations
- Summary/Recommendation

Bob Mariani, Sun City Community General Manager and Cathy Hartrich, Sun City Community Secretary, responded to the concerns expressed by the Board Members regarding the maintenance and originality of the proposed artwork. Mr. Mariani explained the maintenance plan and that the materials to be used are to maintain the quality of the artwork.

**MOTION:** A motion was made by Richard Eggerding, Member and seconded by Harold Linton, Member to Approve the Conceptual Public Art for the Sun City Fitness Center, OV1210-17A.

**MOTION** carried, 4-2 with Kelly Huber, Member, and Nathan Basken, Member opposed.

**3. PUBLIC HEARING: CONCEPTUAL SITE PLAN FOR MARACAY AT VISTOSO, LOCATED EAST OF LA CANADA DRIVE ON BOTH SIDES OF AN EXTENSION OF PEBBLE CREEK DRIVE, OV1312-08.**

Rosevelt Arellano, Planner, presented his staff report which detailed the following information:

- Location Map
- Neighborhood Concerns
- Single Story Lots
- Recreation & Trails
- Golf Course Overlay District
- Golf Course Setback Map
- Review Standards
- Site Plan Issues
- David Laws, Permitting Division Manager, Explained the Requirements of Code Regarding Street Spurs
- Recommendation

Jennifer Ruby, Representative of Maracay Homes, described how the site plan process originated. Mrs. Ruby explained the reasons behind the developers choices to voluntarily restrict specific lots to one story houses, and the development design with regards to the recreation and general community development.

Golf Course Architect, Ken Kavenaugh, responded to the Board's questions regarding his recommendations for golf course setback requirements.

Joe Piscouski, Oro Valley Resident, requested further detail regarding the builder's statement at the neighborhood meeting that "70% of the new homes will be single story". Mr. Piscouski is concerned the poles at the site are indicative of potential two story homes.

Andy Anderson, Oro Valley Resident, asked if the builder would be willing to reduce the number of 2 story homes or is the plan to move two story homes to alternate locations in the development. Mr. Anderson is also opposed to the two story homes due to the obstruction of neighboring views.

Joyce Shulte, Oro Valley Resident, expressed her concern with two story homes being built that block her view.

Dr. De, Oro Valley Resident, is also concerned with having two story homes in the proposed area. His understanding was that no two story homes would be built there, which is why he and his neighbors were willing to pay higher lot fees when their homes were built.

Karen Haider, Oro Valley Resident, is also opposed to building two story homes. Mrs. Haider questioned the number of vehicles per home and the anticipated traffic concerns. Mrs. Haider also expressed concern with the emergency evacuation plans.

Fred Haider, Oro Valley Resident, expressed his opposition to the proposed development. Mr. Haider suggested the project be flipped or mirrored in orientation.

Marlene Skibbe, Oro Valley Resident, is also opposed to two story homes as she will lose her mountain view. Mrs. Skibbe indicated a potential danger at the 11th tee with flying golf balls breaking windows.

John Landin, Oro Valley Resident, is also opposed to the two story homes being built in the area. Mr. Landin stated he is supportive of the neighbors who will back up against the golf course and their opposition to 2 story homes there.

Bill Adler, Oro Valley Resident, requested more information on the Golf Course Overlay District. Mr. Adler suggested the setback requirement be increased not decreased due to how hard and far with current technology golfers are hitting the balls.

Margaret Setz, Oro Valley Resident, suggested the builder implement a deed restriction throughout the development to insure everyone builds only one story homes in addition to protecting the builder's financial interests.

Jennifer Ruby, Representative of Maracay Homes, explained the earlier statement "70% single and 30% two story houses" being built in this development. The statement was not a commitment by the builder, rather a historical reference to trends in the housing market. Mrs. Ruby also clarified the purpose of the poles: they were erected prior to the secondary site analysis, as a reference to the maximum height and are no longer accurate. The builder will continue to review one vs. two story size restrictions. Mrs. Ruby reassured the Board as well as the audience, that the builder has an obligation to disclose the location adjacent to a golf course.

**MOTION:** A motion was made by Harold Linton, Member and seconded by Richard Eggerding, Member continue the case to a future date.

**MOTION** carried, 4-2 with Kelly Huber, Member, and Nathan Basken, Member opposed.

#### **PLANNING UPDATE (INFORMATIONAL ONLY)**

Chad Daines, Principal Planner, announced two upcoming neighborhood meetings, the

first is scheduled for July 18 at 6 P.M. at Wilson K-8 school to discuss the development at Tangerine and La Cholla. The second meeting will take place the following week on Wednesday, July 24 at 6 P.M. in the Casas Church on La Cholla to discuss the potential rezoning of the 43 acres located at the southwest corner of Naranja and La Cholla Blvd.

On July 3rd, Town Council approved the Conceptual Site Plan and Architecture for the El Corridor development, which is a multi-family and commercial development on the northeast corner of Linda Vista and Oracle. Council also approved the Planning Division's Work Plan for the next two years, which contains a number of important studies and initiatives which implement community goals.

Staff is continuing to work on several amendments to the zoning code; the ESL applicability during the General Plan Amendment process as well as the Public Artwork provisions.

## **ADJOURNMENT**

**MOTION:** A motion was made by Kelly Huber, Member and seconded by Richard Eggerding, Member to Adjourn the Conceptual Design Review Board meeting at 8:10 P.M.

**MOTION** carried, 6-0.



## Town Council Regular Session

Item # **4.**

**Meeting Date:** 09/04/2013  
**Requested by:** David Williams  
**Submitted By:** Rosevelt Arellano  
Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

REQUEST FOR APPROVAL OF CONCEPTUAL PUBLIC ART DESIGN FOR THE SHOPPES AT ORACLE ROAD COMMERCIAL CENTER, LOCATED ON THE EAST SIDE OF ORACLE ROAD AND SOUTH OF HARDY ROAD

#### **RECOMMENDATION:**

The Conceptual Design Review Board (CDRB) recommends approval, subject to the condition in Attachment 1.

#### **EXECUTIVE SUMMARY:**

This is a request for approval of Conceptual Public Art design for the Shoppes at Oracle Road commercial center. The applicant proposes to install two (2) sculptures to fulfill the Town's public art requirement (Attachment 2). Town Council reviews Conceptual Public Art to confirm a project's adherence to the adopted Design Principles and Design Standards.

The staff report to the CDRB is included as Attachment 3. The draft CDRB minutes are included as Attachment 4.

#### **BACKGROUND OR DETAILED INFORMATION:**

The Shoppes at Oracle Road is a newly constructed commercial development consisting of three vacant shell buildings. The project is nearing completion and the proposed art is necessary to meet the Town's 1% Public Art requirement. The proposed artwork has been evaluated with the Design Principles and Design Standards in the Zoning Code.

#### **Proposed Artwork**

- Two (2) freestanding sculptures set in concrete near the entrance sidewalk
- "Morning Light": 10' x 3' x 3' (height, width and depth)
- "Evening Light": 14' x 5' x 4' (height, width and depth)
- Materials: Steel and multi-colored glass located on top of each sculpture
- Total art budget: \$25,846
- Building permit valuation: \$2,584,658

#### **Approvals To Date**

- June 2001: Approved rezone to commercial
- July 2006: Development Plan approved for a commercial complex

### Conceptual Public Art

The applicant proposes to place two sculptures at the Shoppes at Oracle Road commercial center. The two pieces are titled, "Morning Light" and "Evening Light." The proposed sculptures will be installed in two parking islands located directly in front of the commercial center along Oracle Road. Each sculpture relates to the context of the surrounding area by incorporating a modern southwestern design and a glass feature symbolizing the morning sunrises and evening sunsets in Arizona. Detailed analysis regarding conformance of the proposed Conceptual Public Art design in relation to the Design Principles and applicable Design Standards is provided in the attached CDRB staff report (Attachment 3).

### Conceptual Design Review Board Review

The Conceptual Public Art design was considered by the Conceptual Design Board (CDRB) at their meeting on August 13th. Issues discussed at the meeting included questions about the proposed materials and maintenance. The CDRB found the Conceptual Public Art design to be in substantial conformance with the applicable Design Principles and Design Standards, and has recommended approval, subject to the condition in Attachment 1.

### Public Comment

Notice was provided to the following:

- Homeowners Association mailing
- Town Hall and website posting

No comments were received regarding the proposed artwork.

### **FISCAL IMPACT:**

N/A

### **SUGGESTED MOTION:**

I MOVE to approve the Conceptual Public Art design for Shoppes at Oracle Road commercial center, subject to the condition in Attachment 1, finding that the Conceptual Public Art meets applicable Design Principles and Standards.

OR

I MOVE to deny the Conceptual Public Art design for the Shoppes at Oracle Road, finding that the Conceptual Public Art does not meet applicable Design Principles and Standards.

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### **Attachments**

Attachment 1 Condition of Approval

Attachment 2 Application

Attachment 3 CDRB Staff Report

Attachment 4 CDRB Draft Minutes

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Attachment 1  
Condition of Approval  
Shoppes at Oracle Road  
Conceptual Art  
OV1213-15  
September 4, 2013 Town Council

1. The applicant shall install a small metal plaque containing the artist's name, name of the artwork, installation date, and recognition of the Town's Public Art requirement.

# SHOPPES AT ORACLE

Building 1: 8580 N. Oracle Rd., Building 2: 8540 N. Oracle Rd., Building 3: 8500 N. Oracle Rd.  
Oro Valley, Arizona

## Public Art Conceptual Stage Submittal

**July 10, 2013**

To Whom it may concern,

Included in the updated packet are each of the below items requested for additional submittal requests made in reference to the Oro Valley Public Art Project Conceptual Stage application approval, letter dated June 20, 2013. |

The Shoppes at Oracle is requesting Conceptual Stage approval of two sculptural pieces onsite inclusive of the entire required Public Art Budget of \$25,846.

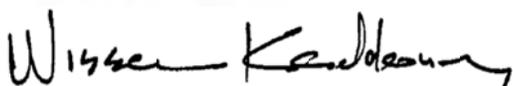
### The updated proposal includes the below requested updated items:

- Updated cost of the proposed artwork with the updated property valuation of the entire shopping center of \$2,584,658 and total art budget for the development of \$25,846
- Request for Town of Oro Valley Option 1, which includes submitting a revised application that demonstrates the Town's 1% requirement has been met.
- Updated proposal of the entire property addresses. This project consists of three buildings each has its own address as follows: Building 1: 8580 N. Oracle Rd., Building 2: 8540 N. Oracle Rd., Building 3: 8500 N. Oracle Rd.
- Explanation of the required Public Art maintenance and frequency.
- Compliance with the Town's 1% Public Art requirement and explanation how the seven Conceptual Public Art Design Review Principles have been met.
- Revision the project timeline to reflect the Town's Design Review Process as approximately 2 to 4 months.

We are requesting a Public Art installation approval structure for the project for required Public Art : INSTALLATION PHASE 1 - \$17,800 (installed Aug/Sep 2013) and INSTALLATION PHASE 2 - \$8,064 (installed Nov 2013).

The Shoppes at Oracle is requesting either a temporary Certificate of Occupancy is issued for the August and September request dates based on the Public Art Proposal, or acceptance of the proposal as final approval for artwork, with installation of the first sculptural piece in August 2013, and the second in November 2013.

BY: SHOPPES AT ORACLE RD, LLC



Wissam Kaddoura  
2142 E. Desert Garden Drive  
Tucson, AZ 85718  
Primary: 520-331-4009 [wissamk64@gmail.com](mailto:wissamk64@gmail.com)



**Development and Infrastructure Services**

Planning Division

11000 N La Cañada Drive, Oro Valley, Arizona 85737 • 520-229-4815 • 520-742-1022 (Fax)

**NOTICE TO APPLICANT** - It is the applicantowner's responsibility to ensure all private rules and regulations of the subdivision are adhered to. Contact your HOA or property management company to determine all applicable requirements. Initials WK

**APPLICATION FORM**

OV Case # (Office Use Only): \_\_\_\_\_

Application Type: Public Art

A. Project Manager/Developer  
Name: WISSAM KADDOURA  
Firm: SHOPPES AT ORACLE RD LLC  
Address: 2142 E DESERT GARDEN DR  
City: TUCSON State: AZ Zip: 85718  
Telephone: 520-331-4009 Fax: 520-303-1005 Email: WISSAMK64@gmail.com

B. Property Owner (s), if more than one owner, attach list  
Name: WISSAM KADDOURA  
Firm: SHOPPES AT ORACLE RD LLC  
Address: 2142 E DESERT GARDEN DR  
City: TUCSON State: AZ Zip: 85718  
Telephone: 520-331-4009 Fax: 520-303-1005 Email: WISSAMK64@gmail.com

C. Subject Property  
Parcel/Tax Code: 225-13-006B, 225-13-005C  
Legal Description/Property Address: 8500, 8540, 8580 N ORACLE RD  
ORO VALLEY, ARIZONA  
Area of property: 6.33 ACRES  
Existing Zoning: C-1 Proposed Zoning: C-1  
Is Proposed Zoning in conformance with General Plan designation?  N/A  Yes  No  
General Plan Designation: NEIGHBORHOOD COMMERCIAL / OFFICE  
Existing Land Use: RETAIL / OFFICES / RESTAURANT Proposed Land Use: RETAIL / OFFICES / RESTAURANT

D. Previous Applications Relating To This Property  
OV8- \_\_\_\_\_ OV9- 01-02 / 01-03 OV10- \_\_\_\_\_  
OV11- \_\_\_\_\_ OV12- 05-17 OV13- \_\_\_\_\_

E. Reason For Request PUBLIC ART

This application is true and correct to the best of my knowledge. I am the owner of the above described property or have been authorized by the owner to make this application.

5/23/13  
Date

Wissam Kaddoura  
Signature

# SHOPPES AT ORACLE

Building 1: 8580 N. Oracle Rd., Building 2: 8540 N. Oracle Rd., Building 3: 8500 N. Oracle Rd.  
Oro Valley, Arizona

## Public Art Conceptual Stage

### PUBLIC ART NARRATIVE

*Narrative description of the proposed art project including: intent and vision of the design, placement of art, and the commissioning of a project artist, as well as how the proposed artwork fits into the site plan and overall design theme of the project. Please note, conformance with the Oro Valley Zoning Code Revised definition of "public artwork" must be achieved.*

#### **PIECE # 1 MORNING LIGHT BUILDING #2 8540 N. Oracle Rd**

The Shoppes at Oracle Oro Valley project is a public art project that is to be created for the town of Oro Valley as part of the new construction project in Oro Valley. The central entry to the Shoppes at Oracle has created a space for a freestanding sculpture. The designated space will feature a contemporary sculpture to compliment the architectural design of the central building at the Shoppes at Oracle.

The sculpture will be designed and created by international sculptor Al Glann. The site-specific sculpture will incorporate design elements that will complement the architectural characteristics of the building. Glann will create a free standing steel and fused sculpture titled "Morning Light" that will be the centerpiece for the buildings. Glann will create a steel design that will be designed to incorporate the textural elements of the southwest desert in a sweeping vertical design. The dynamic design elements towards the top of the piece will reflect a morning sunrise in Arizona. The fused stained glass at the top part of the design will light up with the morning light and create a colorful pattern on the building in the afternoon.

#### **PIECE #2 EVENING LIGHT BUILDING #1 8580 N. Oracle Rd.**

The second entry (north of the main entry) to the Shoppes at Oracle has created a space for a freestanding sculpture. The designated space will feature a contemporary sculpture to compliment the architectural design of the central building at the Shoppes at Oracle. The sculptures will be designed and created by international sculptor Al Glann. The site-specific sculpture will incorporate design elements that will complement the architectural characteristics of the building.

Glann will create a free standing steel and fused sculpture titled "Evening Light" that will be the second sculpture for the buildings. Glann will create a steel design that will be designed to incorporate the textural elements of the southwest desert in a sweeping vertical design. The dynamic design elements towards the top of the piece will reflect an evening sunset in Arizona. The fused stained glass at the top part of the design will light up with the evening light and create a colorful pattern on the building.

### **Installation** *of the artwork, how the artwork will be protected, and provide for public safety.*

The original contemporary sculptures will create focal points for the building #1 and #2 at the Shoppes at Oracle.

#### **BUILDING #1 – SCULPTURE #2**

The steel sculpture will rise to a height of 10 feet with a width of 3 feet and depth of 3 feet. The steel will be 3/16 inch thick cold rolled steel with a patina that includes a copper hue along with blues and browns.

#### **BUILDING #2 – SCULPTURE #1**

The steel sculpture will rise to a height of 14 feet with a width of 5 feet and depth of 4 feet. The steel will be 3/16 inch thick cold rolled steel with a patina that includes a copper hue along with blues and browns.

### ***Sculpture details***

The surface will be clear coated with a UV protective epoxy clear coat protecting the surface for the long term. The stained/fused glass with a blue and orange color schemes are located at the top of the sculpture, will be anchored in place, and will be designed for durability for the Arizona weather. The location of the expressive design elements as well as the stained/fused glass will be placed high enough to ensure the durability and safety of the sculpture. The sculptures will be anchored to a concrete bases with security bolts to insure stability and safety. The maintenance of the sculptures will be minimal because of the durable finish and overall height of the piece. The sculpture will be approved by a structural engineer through The Shoppes At Oracle Rd., LLC.

### **Maintenance *of the artwork***

Both sculptures are fabricated out of steel with a patina and clear coat. The clear coat is a two-part automotive epoxy clear coat that will be maintenance-free for 5-10 years in Arizona. Re-coating the sculpture every 5 years is recommended to maintain the original surface quality. In most cases graffiti can be removed with the appropriate solvent to maintain the surface.

The fused glass element has the durability of plate glass and can withstand the Arizona climate. At the height of 12' on the first sculpture, there should be little or no concern of vandalism.

Ahmad Zarifi, P.E. , a licensed Engineer, will approve the durability and safety of the materials for the artwork and appropriate installation.

### **Zoning Code**

*A statement addressing compliance with each of the review criteria specified in the Oro Valley Zoning Code Section 27.3.G (Review Criteria)*

The proposed artworks shall not hinder public safety. The two sculptures are located in 8 feet diameter planters. The sculptures will be anchored to a concrete foundation base to insure stability and safety. Any sharp or glass elements of the artworks will be placed high enough to ensure safety to the public.

The artworks are distinctive pieces that will integrate with the site components as its design elements will complement the architectural characteristics of the buildings. The artworks will be placed in a highly visible location that is not obstructed by trees, shrubs or any other objects. Their proximity to the viewing public is well established. As they are located high on the site, and visible from indoor sitting areas as well as outdoor sitting areas.

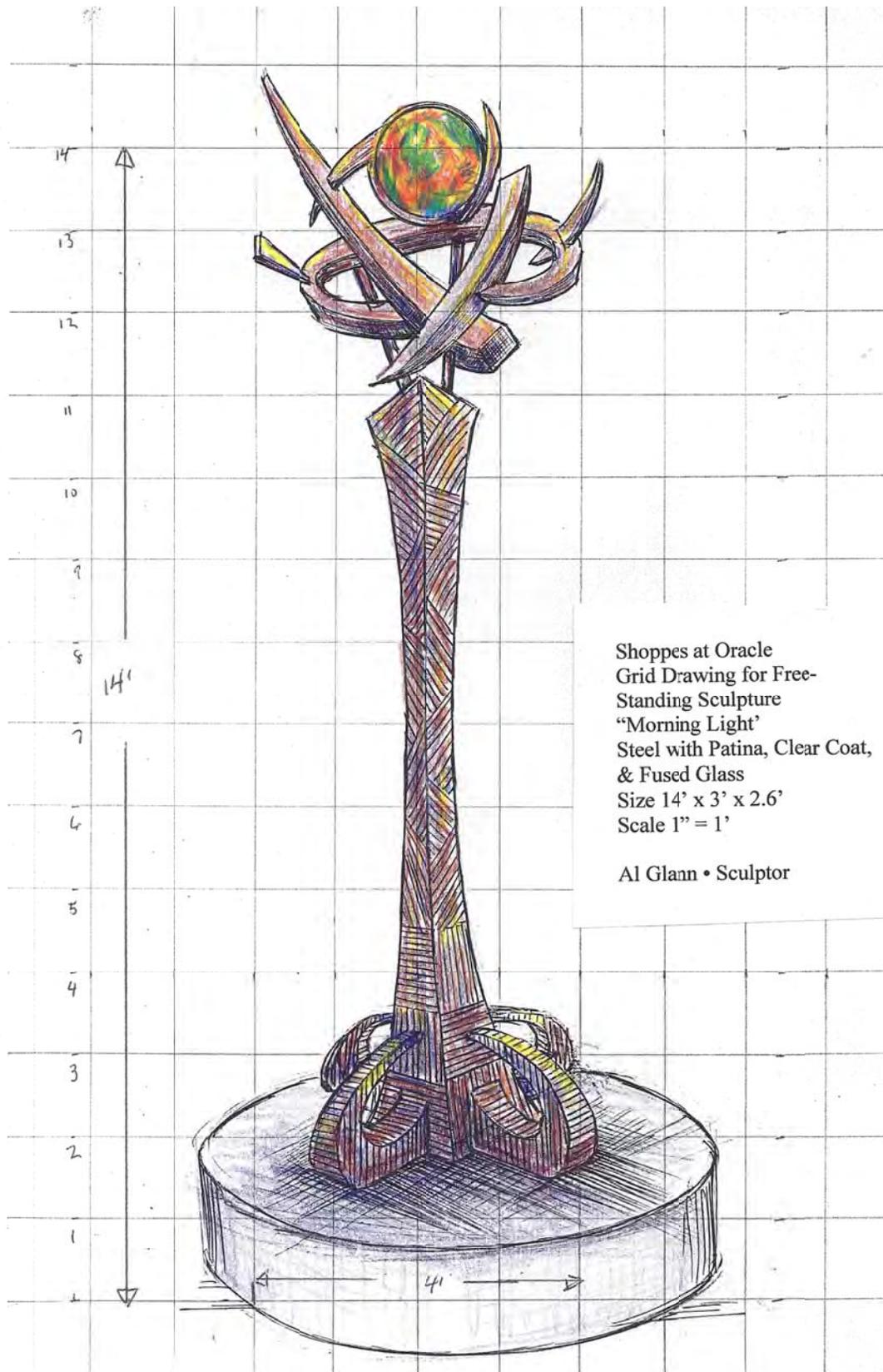
These artwork pieces will definitely enhance the aesthetic value of the buildings as they are designed to incorporate the textural elements of the southwest desert in a sweeping contemporary vertical and curvy design.

The sculptures are located at least 45 feet from any tree or high shrubs. This will prevent any potential obstruction from matured plants. They are located in front of the buildings buffered by sidewalks and the parking area and therefore are protected from any potential obstructions from future construction.

Artist, Al Glann certifies that the art works are original designs, are unique and have been designed specifically for the Shoppes at Oracle. The design was developed with input from the architectural elements of the buildings of the Shoppes at Oracle and Wissam Kaddoura. Thus, creating an art piece(s) that integrates and complements the architecture of the Shoppes at Oracle and the Arizona landscape. The medium for the sculpture(s) is steel with fused glass at the top of the design. The durability of the sculpture is inherent in material used. The color scheme of earth tones and accents of tints of blue works with the natural colors of the desert landscape. The colors on the steel are created using a patina on the surface that will have a protective clear coat. The different colors in the fused glass component will incorporate a range of color seen in the southwest skies during sunrise and sunset. In addition, when the sun rises over the Catalina Mountains it will "light up" the fused glass in the sculpture as the sun's rays backlight the glass.

**ARTWORK** *Artwork dimensions, location and characteristics*

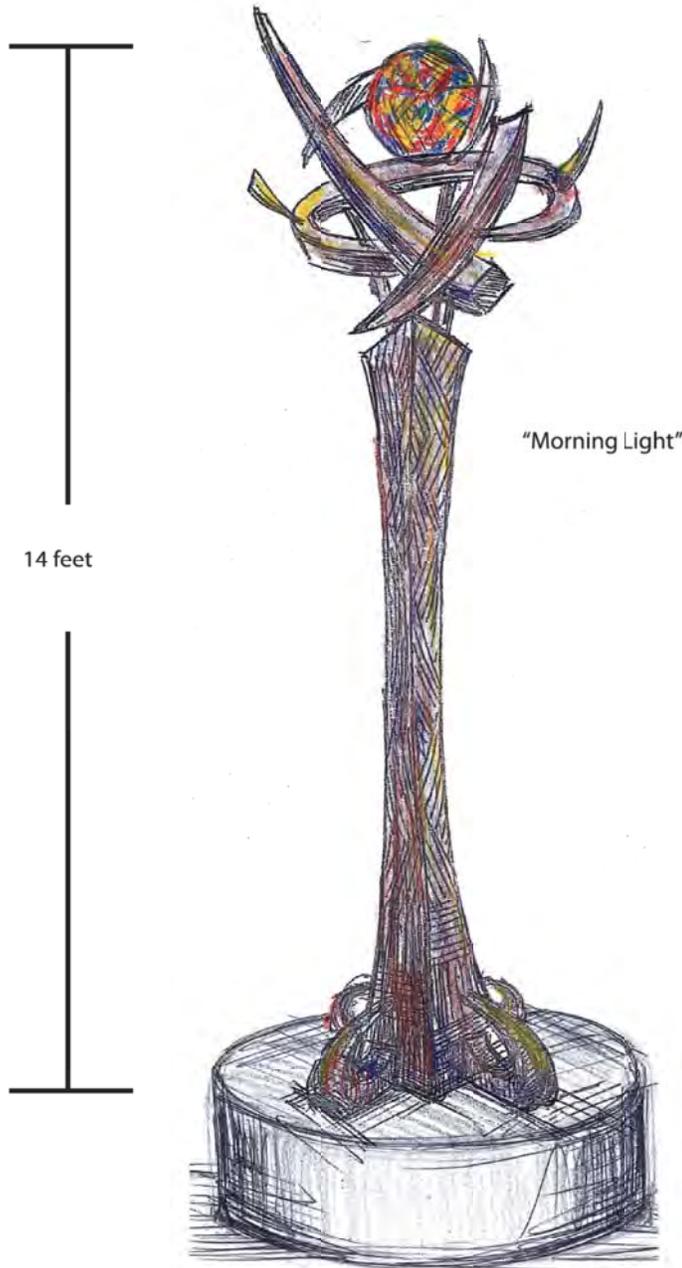
**PIECE # 1 MORNING LIGHT BUILDING #2 8540 N. Oracle Rd**



Shoppes at Oracle  
Grid Drawing for Free-  
Standing Sculpture  
"Morning Light"  
Steel with Patina, Clear Coat,  
& Fused Glass  
Size 14' x 3' x 2.6'  
Scale 1" = 1'

Al Glann • Sculptor

PIECE # 1 MORNING LIGHT BUILDING #2 8540 N. Oracle Rd



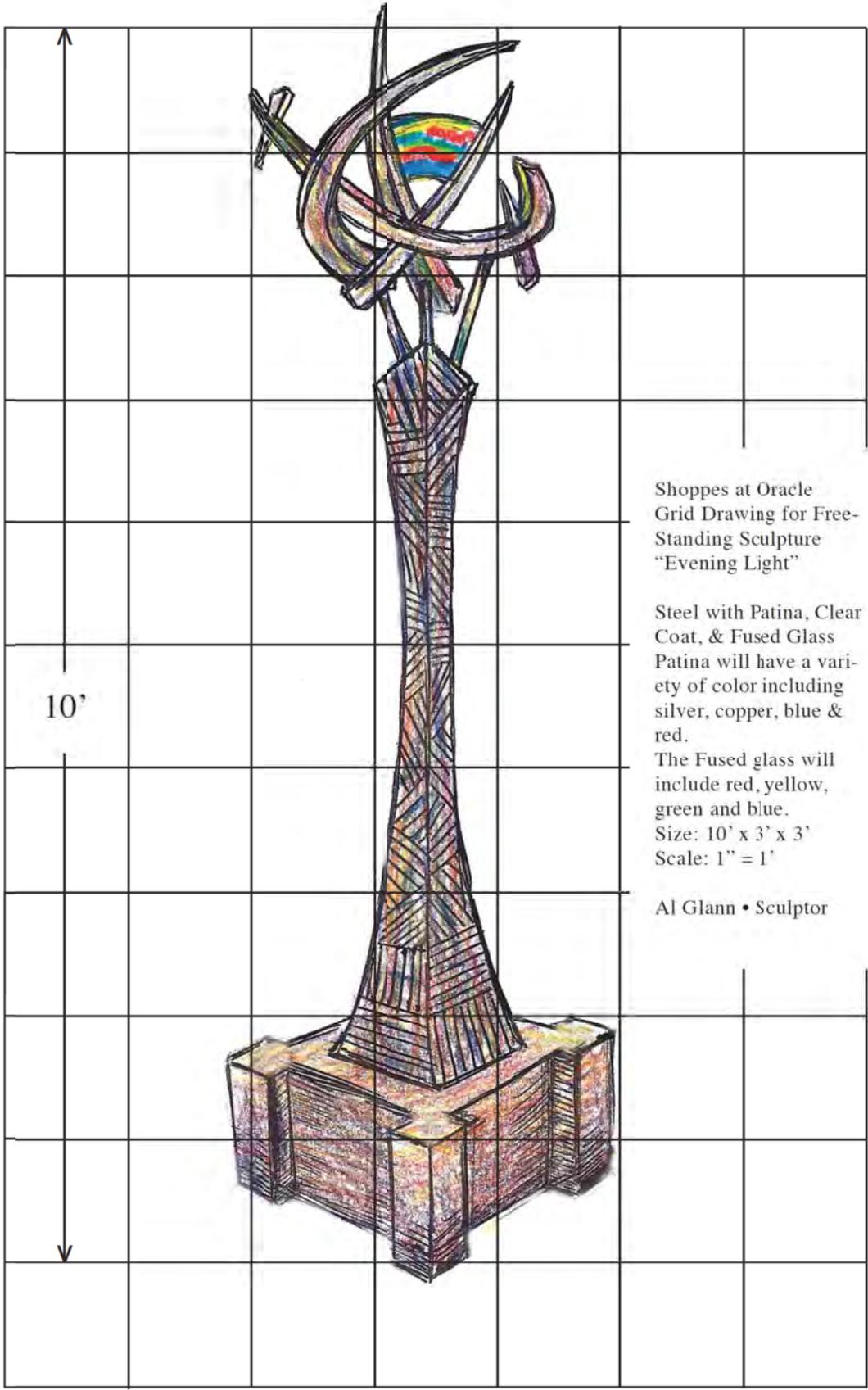
"Morning Light"

14 feet

Steel with Patina and epoxy clear coat and fused satined glass.

Al Glann • Sculptor

PIECE #2 EVENING LIGHT BUILDING #1 8580 N. Oracle Rd.



Shoppes at Oracle  
Grid Drawing for Free-  
Standing Sculpture  
"Evening Light"

Steel with Patina, Clear  
Coat, & Fused Glass  
Patina will have a vari-  
ety of color including  
silver, copper, blue &  
red.

The Fused glass will  
include red, yellow,  
green and blue.

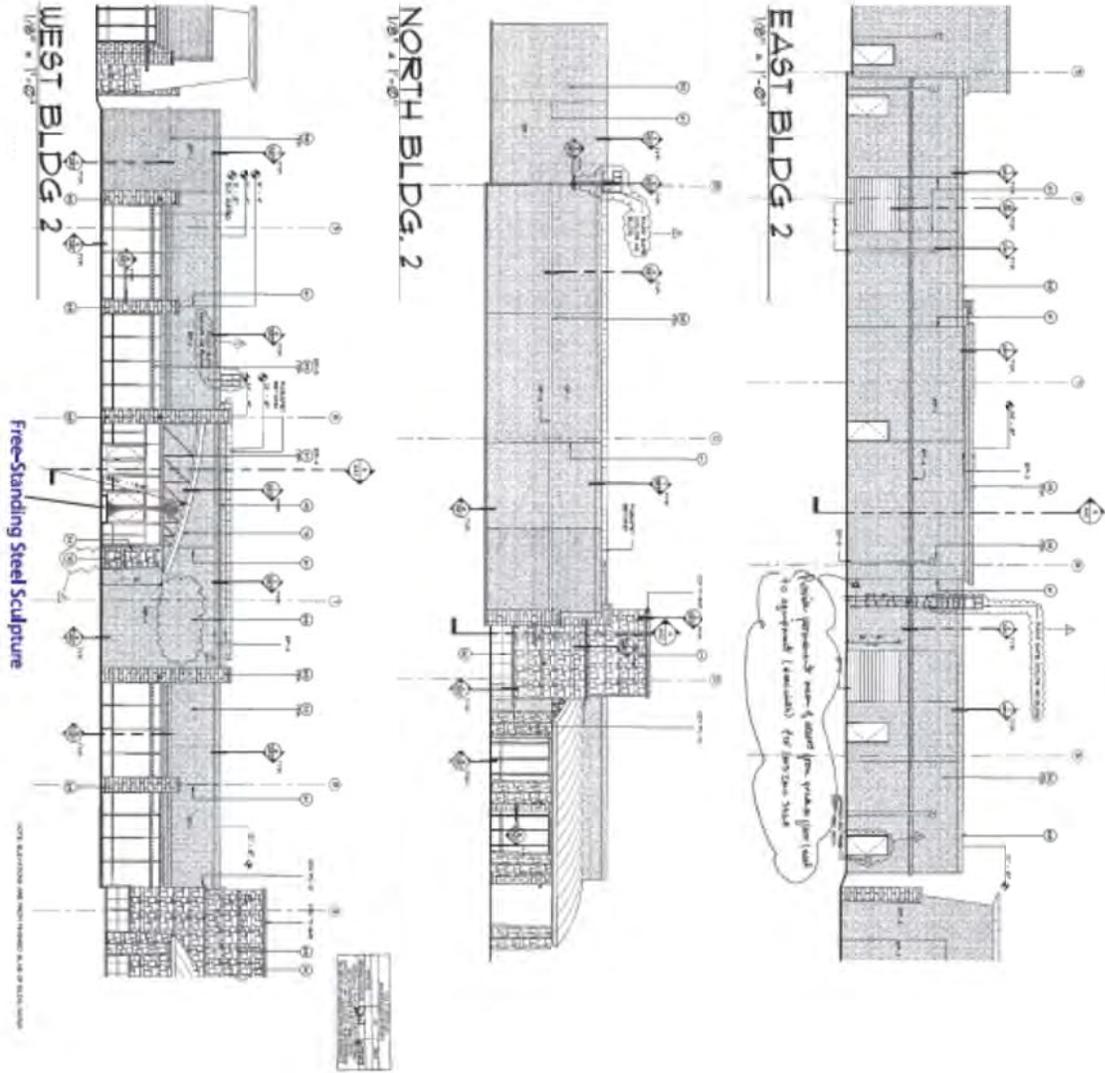
Size: 10' x 3' x 3'

Scale: 1" = 1'

Al Glann • Sculptor



PIECE # 1 MORNING LIGHT BUILDING #2 8540 N. Oracle Rd



**ELEVATION NOTES**  
 EXISTING  
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. ALL MATERIALS AND FINISHES TO BE AS SHOWN ON THE DRAWINGS.  
 3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.  
 6. ALL UTILITIES TO BE PROTECTED AND DEEPER THAN THE EXISTING UTILITIES.  
 7. ALL EXISTING UTILITIES TO BE IDENTIFIED AND MARKED PRIOR TO CONSTRUCTION.  
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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
1	CONCRETE FOUNDATION	1	SQ. FT.	100.00
2	CONCRETE FLOOR	1	SQ. FT.	100.00
3	CONCRETE WALL	1	SQ. FT.	100.00
4	CONCRETE ROOF	1	SQ. FT.	100.00
5	STEEL STRUCTURE	1	SQ. FT.	100.00
6	GLASS CURTAIN WALL	1	SQ. FT.	100.00
7	MECHANICAL SYSTEMS	1	SQ. FT.	100.00
8	ELECTRICAL SYSTEMS	1	SQ. FT.	100.00
9	PLUMBING SYSTEMS	1	SQ. FT.	100.00
10	PAINT AND FINISHES	1	SQ. FT.	100.00
11	LANDSCAPING	1	SQ. FT.	100.00
12	PERMITS AND FEES	1	SQ. FT.	100.00
13	CONSTRUCTION MANAGEMENT	1	SQ. FT.	100.00
14	INSURANCE	1	SQ. FT.	100.00
15	PROFIT AND LOSS	1	SQ. FT.	100.00

Project Name: **SHOPPING AT ORACLE**  
 8540 N ORACLE RD  
 ORO VALLEY, AZ 85164 - 6884

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

Sheet Title: **ELEVATIONS**

DATE: 10/15/2010

PROJECT NO: **A3.2**

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

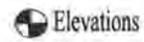


**PIECE # 1 MORNING LIGHT BUILDING #2 8540 N. Oracle Rd**



Location of Public Artwork

Shoppes at Oracle Road



**PIECE #2 EVENING LIGHT BUILDING #1 8580 N. Oracle Rd.**



Shoppes at Oracle Road



## Implementation timeline - Please note, art must be installed and certified as complete prior to Certificate of Occupancy.

### Free-Standing Sculptures for Shoppes at Oracle

#### Timeline

Prepare Project proposal and cost estimates	2 weeks
Prepare Conceptual Sculpture Design Proposal & Submit to Town of Oro Valley	2 weeks
Design Review Process for Town of Oro Valley	2-4 months (beginning July 2013)
Fabricate Steel Sculpture and final finish – Sculptural Piece # 1	1 month
Prepare Installation for Sculpture	1 day
Install Sculpture at location and secure.	1-2 days
Sculptural Piece # 2	November 2013

#### PROJECTED CERTIFICATE OF OCCUPANCY FILE DATES

Building #1 : September 20th, 2013

Building #2: August 9th, 2013

Building #3: September 20th, 2013

## Preliminary estimate of public art commitment *calculated with 1% of the building permit valuation*

*(construction cost) for the total project, including all phases of a multi-phase project. The building official shall review and approve all preliminary estimates for building permit valuations used as the basis for determining the public art calculation. The final calculation shall be reconciled at the time of building permit issuance and the art budget revised if there is a differential of 10%, or more, between the preliminary estimate of public art commitment calculated with 1% of the building permit valuation (construction cost) and the final building permit's construction cost valuation.*

### Total Building and Site Construction

*Total for 3 buildings: Building 1: 8580 N. Oracle Rd., Building 2: 8540 N. Oracle Rd., Building 3: 8500 N. Oracle Rd.*

Project Budget	\$2,584,658
Total art budget	<b>\$25,846</b>

### **\$25,846 Art Budget**

SAACA Art Administration Fee	\$1,500
Art Renderings, Landscape, Site Drawings	\$1,500
Sculpture # 1	\$14,782
Sculpture #2	\$8,064
<b>TOTAL</b>	<b>\$25,846</b>

### Public Art Budget Required by Building (based on valuation)

Building #1:	\$ 5,294
Building #2:	\$ 5,514
Building #3:	\$ 15,038
Total =	<b>\$ 25,846</b>

## **Artist(s) Biography** – Please note, conformance with the Oro Valley Zoning Code Revised, definition of “artist” must be depicted.

### ***Al Glann - Artist Biography.***

Al Glann has been creating sculpture in a variety of media including steel and bronze for over twenty-five years. Glann’s sculpture has been exhibited in Ohio, Arkansas, Colorado, California, and Arizona. His work is in private collections in Florida, New York, Michigan, Ohio, Minnesota, California, Arizona, Colorado, Washington, Texas, Great Britain , and Chiggio (Venice) Italy.

Glann’s public art works include the “Soul Survivor” in downtown Mesa, Arizona, “Ask Me” at the Columbus Metropolitan Library Hilltop Branch, Columbus, Ohio, and “Rimstalker” at the Columbus Metropolitan Library Hillard Branch, Columbus, Ohio.

His private commissions include “The Procession of Light & Life” at the Center for Art & Inspiration in Tucson, Arizona, “The Diva” at TOC Productions in Orlando Florida, “Desert Blossom”, Lasardi Construction, Scottsdale, Arizona, and “A Transitional Moment” the Art Institute of Phoenix, Phoenix, Arizona to name a few. In 2010 Glann was commissioned to create the Eleanora Duse Diva Annual Award for theatre for Chiggio (Venice) Italy.

Al Glann was an Associate Professor of art and design at The Art Institute of Phoenix, Phoenix, Arizona from 1996 – 2010 and a Associate Professor at the Columbus College of Art & Design, Columbus, Ohio from 1981 - 1996.

He received his BFA from Columbus College of Art & Design and Master’s from Northern Arizona University.

Mr. Glann’s sculpture is represented by the K. Newby Gallery, Tubac, Arizona,

West Lives On Gallery, Jackson Hole, Wyoming, and the Turquoise Tortoise Gallery, Sedona, Arizona

## Artist Past Works Catalogue, Resume

### Statement of Interest

Al Glann • Sculptor

3230 N. Dodge Blvd., Studio D Tucson, AZ 85716

480-560-3243 aglann@comcast.net

As an artist, sculptor, designer and teacher, I make art as a way to express my feelings and ideas and sometimes my subconscious thoughts. It is my hope that the viewer can see what I see, feel what I have felt. Many times the observer experiences more than I intended from their unique perspective. In the end my intention is to strike a cord with someone and they connect with my sculpture. In creating a public art piece it is important not only to create a piece that works well with the surrounding environment, will be accessible to the public and add to their experience at that location

I like to include textural elements into my designs. This includes layering steel mesh to create patterns; using grid patterns in steel; twisting steels rods to create a rope-like form and patterns; and including cut stones and geodes with the steel to create an integrated look to these two contrasting materials. I like to include textural elements into my designs. I believe that by including a stone element in the design that has a basic relationship to Tucson and the gem and mineral show that is hosted here every year and is part of our culture.

Design experience with large outdoor sculptural designs.

Lasardi Construction, McGough Design Group, United Auto of North Scottsdale, AZ

Worked with the Landscape Architect and general contractors in designing, three large 12' high fountains with artwork placed on top. Designed and created the model along with the landscape designer and fabricated the final steel pieces, supervised installation of final work. Project budget for three fountains and artwork; \$248,000, Design, fabrication and installation of the three steel sculptures on top of the three fountains; \$21,000.

Art Institute of Phoenix, Phoenix, AZ

Designed and created figurative sculpture "A Transitional Moment"; Steel 96" x 12.5" x 36" for the interior lobby for the Art Institute of Phoenix. Oversaw installation and placement of work. Design, fabricated and installed steel sculpture; \$9,500.

Columbus College of Art & Design Columbus, OH

Designed and created large wall relief for the Columbus College of Art & Design, 9' polished aluminum organic form. Supervised final installation. Design, fabricated and installed steel sculpture; \$9,700.

Columbus College of Art & Design Columbus, OH

Designed and supervised construction of three different type sculptures at the Columbus College of Art & Design. Type forms were 16" cast aluminum letters welded together, 8' x 8' x 3" Designed model, supervised fabrication and installation of steel sculptures. \$23,400.

Al Glann • Sculptor

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480-560-3243 aglann@comcast.net



*"Wall Street"*, Steel/Stainless Steel with Clear Coat, 66" x 20" x 19 2005  
Modern vertical totem defining the energy and actions of Wall Street in New York.

Al Glann • Sculptor

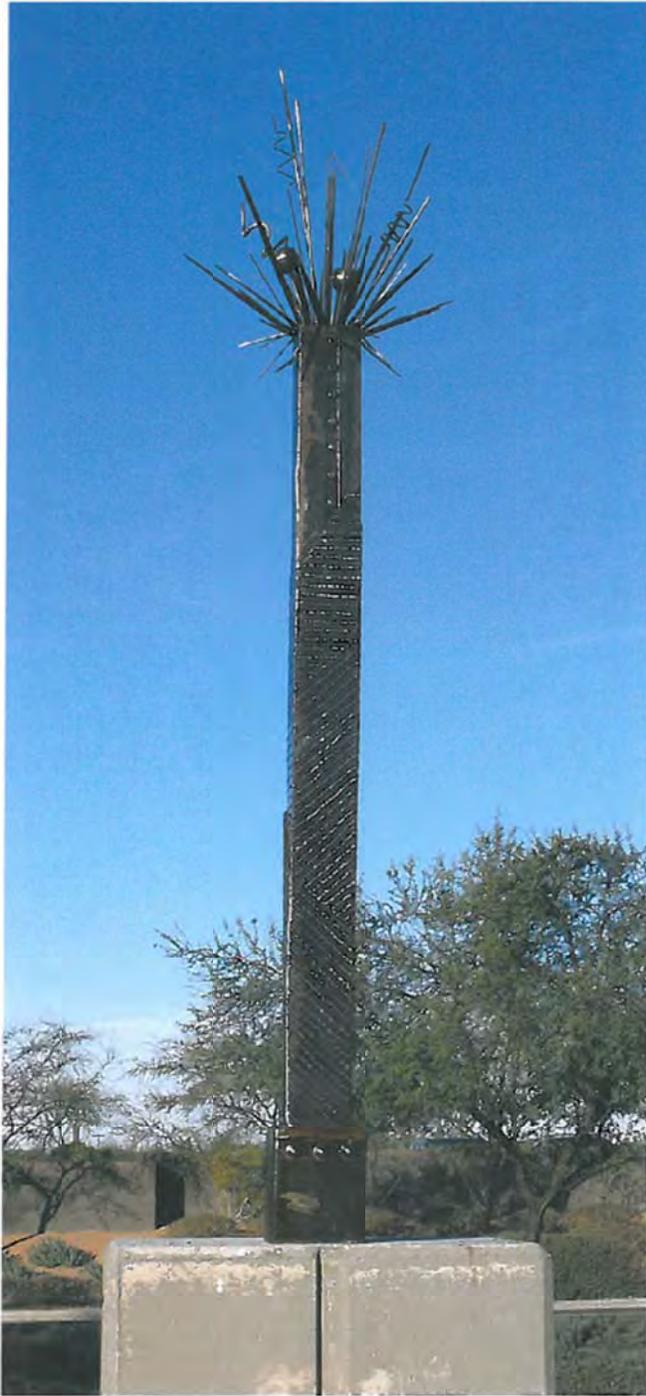
3230 N. Dodge Blvd. Tucson, AZ 85716  
p. 480-560-3243 e. aglann@comcast.net



"Around Manhattan"; Steel w/ Clear Coat, 73" x 18" x 18" 2006  
Modern vertical totem defining the scale and proportion of Manhattan.  
Al Glann • Sculptor



**"The Astronomer"; Powder Coated Steel, 69" x 19" x 15" 2003**  
Modern abstract interpretation of the astronomers throughout history, top rotates 360°.  
Al Glann • Sculptor



"Times Square", Steel with Clear Coat, 89" x 19" x 19" 2005  
Modern vertical totem defining the energy and celebration of Times Square in New York.  
Al Glann • Sculptor  
3230 N. Dodge Blvd. Tucson, AZ 85716  
p. 480-560-3243 e. aglann@comcast.net

Al Glann • Sculptor  
3230 N. Dodge Blvd Tucson, AZ 85716 480-560-3243  
Website: <http://alglannsculptor.com> email: [aglann@comcast.net](mailto:aglann@comcast.net)

Education:

M.Ed., Educational Leadership, NAU. Summa Cum Laude  
Bachelor of Fine Arts, Columbus College of Art & Design, Columbus, OH  
Studied with John Battenberg, Sculptor/Painter

Awards:

2010 Eleanora Duse Diva Award, Commission Design, Chiggio ( Venice) Italy  
2009 Featured Artist – Festival of Fine Art, Carefree, AZ  
2007 Best of Show - Sculpture - Arizona Art Alliance Exhibition  
1999 Best of Show - Art Institute of Phoenix Faculty Exhibition, AIPX Gallery  
1996 Columbus Metropolitan Library Purchase Award, Hillard Library  
1995 Columbus Metropolitan Library Purchase Award, Hilltop Library

Periodicals & Publications:

Western Art Collector, ‘ Dazzling Gems’ November 2012  
American Art Collector, “Solid Beauty” July 2012  
The Sentinel-Record, “Unveiling” April 24, 2011  
The Sentinel-Record, “Outdoor Sculpture Showcase” May, 10, 2010  
Sonoran News, “Festival of Fine Arts”, March 12, 2009  
Desert Living Magazine, “Steel the Show”, March 2008  
American Art Collector, “Sculpture at Schemer”, February 2008  
Phoenix Magazine, “Outdoor Sculpture”, December 2007  
Scottsdale Tribune, “Sculpture on the Street”, Nov. 4, 2007  
Scottsdale Tribune, “Sidewalk Art”, Nov. 6, 2005

Organizations & Associations:

Cowboy Artists of America  
Contemporary Sculpture  
American Plains Artists

Gallery Representation:

K. Newby Gallery, Tubac, AZ  
West Lives On Gallery, Jackson Hole, WY  
Turquoise Tortoise Gallery, Sedona, AZ

Commissions:

2012 The Mary Center, Tucson, AZ  
2006 TOC Productions, Orlando, FL  
2006 Lasardi Construction, Phoenix, AZ  
2005 Private Sculpture Commission, Scottsdale, AZ  
2003 The Art Institute of Phoenix Lobby, Phoenix, AZ  
2000-01 Lasardi Construction, United Auto of North Scottsdale, AZ

Public Art:

- 2007 Totem: "The Soul Survivor", Sculpture in the Streets, Mesa, AZ
- 1996 "Ask Me", Columbus Metropolitan Library Hilltop Branch, Columbus, OH
- 1995 "Rimstalker", Columbus Metropolitan Library Hillard Branch, Columbus, OH

Solo Show:

- 2011 "Steel & Bronze" Taylor's Contemporanea Fine Arts, Hot Springs, AR
- 2010 "Recent Works", MyXMedia Gallery Phoenix, AZ
- 2009 "SurReality" Works from Asia Sabbatical from AiPX.
- 2006-07 "Those I have Known", Spanish Village Sculpture Garden, Carefree, AZ

2 Person Shows:

- 2008 Sculpture WorkX, The Shemer Art Center & Museum, Phoenix, AZ
- 2007 Space, Form & Time, The Studio on 56th Place, Scottsdale, AZ
- 2004 ARTXTWO, AIPX Gallery, Phoenix, AZ
- 2002 ARTXTWO, AIPX Gallery, Phoenix, AZ

Group Exhibitions:

- 2013 America's Horse in Art, American Quarter Horse Hall of Fame & Museum, Amarillo, TX
- 2013 Cattleman's Western Art Show & Sale, Paso Robles, CA
- 2013 Empire Ranch 100 Western Art Show, Tucson, AZ
- 2012 Mountain Oyster Club Contemporary Western Art Show, Tucson, AZ
- 2012 Phippen Museum Western Art Show & Sale, Prescott, AZ
- 2012 Sculpture in the Park, Loveland, CO
- 2011 Mountain Oyster Club Contemporary Western Art Show, Tucson, AZ
- 2011 TJCC Third Annual Sculpture Exhibition, Tucson, AZ
- 2011 Sculpture in the Park, Loveland, CO
- 2010 TJCC Second Annual Sculpture Exhibition, Tucson, AZ
- 2010 Hidden in the Hills Studio Tour, Scottsdale, AZ
- 2009 Hidden in the Hills Studio Tour, Scottsdale, AZ
- 2009 Sonoran Festival of the Fine Art, Carefree, AZ
- 2008 Telluride Festival of the Arts, Telluride, CO
- 2007-08 9th Annual Sculpture in the Streets, Mesa, AZ
- 2007-08 Art at the Center - Outdoor Sculpture Exhibit, Prescott Valley, AZ
- 2007 Sonoran Festival of the Fine Art, Carefree, AZ
- 2007 25th Annual LaQuinta Arts Festival LaQuinta, CA
- 2006-07 8th Annual Sculpture in the Streets, Mesa, AZ
- 2006 15th Annual Loveland Sculpture Invitational, Loveland, CO
- 2006 24th Annual LaQuinta Arts Festival LaQuinta, CA
- 2005-06 7th Annual Sculpture in the Streets, Mesa, AZ
- 2005 Affaire In The Gardens Art Show, Beverly Gardens, Beverly Hills, CA

Teaching:

- 1981 - 1996 Assistant Professor - Columbus College of Art & Design - Columbus, OH
- 1996 - 2010 Professor - The Art Institute of Phoenix - Phoenix, AZ

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Designed model, supervised fabrication and installation of steel sculptures. \$23, 400.



# Conceptual Public Art Conceptual Design Review Board Staff Report

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**CASE NUMBER:** OV1213-15  
**MEETING DATE:** August 13, 2013  
**AGENDA ITEM:** 4  
**STAFF CONTACT:** Rosevelt Arellano, Planner  
[rarellano@orovalleyaz.gov](mailto:rarellano@orovalleyaz.gov) (520) 229-4817

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**Applicant:** Wissam Kaddoura, Shoppes at Oracle Road  
**Request:** **Conceptual Public Art for Shoppes at Oracle Road**  
**Location:** East side of Oracle Road, south of Hardy Road  
**Recommendation:** Approve requested Public Artwork with condition

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## **SUMMARY:**

The applicant proposes two sculptures for the Shoppes at Oracle Road commercial center. The proposed artworks will be installed in two parking islands located directly in front of the commercial center. The parking islands face Oracle Road and connect to a pedestrian sidewalk that provides primary access to the existing buildings. A site plan showing the proposed art location is included as Attachment 1.

The artist, Al Glann, proposes to install two steel and glass sculptures to fulfill the Town's public art requirement. The proposed artwork is entitled "Morning Light" and "Evening Light."

The applicant's description of the proposal is provided as Attachment 2.

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## **BACKGROUND / DETAIL INFORMATION:**

### Approvals-to-Date

The following approvals are related to the request:

June 2001: Approved rezone to commercial

July 2006: Development Plan approved for a commercial complex

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Request Details

- Install two (2) freestanding sculptures set in concrete near the entrance sidewalk
    - “Morning Light”: 10’ x 3’ x 3’ (height, width and depth)
    - “Evening Light”: 14’ x 5’ x 4’ (height, width and depth)
    - Materials: Steel and multi-colored glass located on top of each sculpture
    - Total art budget: \$25,846
    - Building permit valuation: \$2,584,658
- 

**DISCUSSION / ANALYSIS:**

The Shoppes at Oracle Road is a newly constructed commercial development consisting of three vacant shell buildings. The project is nearing completion and the proposed art is necessary to meet the Town’s 1% Public Art Requirement. The proposed artwork has been evaluated with the Design Principles and Design Standards in the Zoning Code.

Design Principle Analysis

*The Design Principles contained in Section 27.3.H provide the primary guidance for evaluating Public Art.*

*Public art should serve as a distinctive and integral element in the overall design of a project or development.*

Staff Commentary: The proposed artwork is located at the main entrances to the center to meet this standard. The narrative states that the proposed artwork will enhance the aesthetic values of the buildings by incorporating textural elements of the southwest desert through a contemporary design.

*Public art should relate to the historical, cultural or natural context of the project area, the neighborhood or the Town.*

Staff Commentary: The proposed sculptures will be at least ten (10’) feet in height and contain a glass feature symbolizing the morning sunrises and evening sunsets in Arizona. The design is southwestern in character, which relates to the natural context of this area.

*Public art shall not include corporate advertising elements of a business including colors, graphics, logos, or other representations of corporate identity.*

Staff Commentary: The proposed sculptures do not contain elements of corporate advertising. To better recognize the Town’s public art collection, a condition requiring a small metal plaque containing the artist’s name, name of the artwork,

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installation date and recognition of the Town's Public Art requirement has been added.

*Public art shall be designed to prevent hazards to the public. Durability and safety of materials shall be considered including potential areas of excessive wear or damage, which shall be mitigated.*

Staff Commentary: The proposed artwork will be anchored to a concrete base to ensure public safety. The narrative states that all sharp elements and glass features will be placed beyond the reach of visitors. The art has sharp elements at a minimum height of 9', which should not pose a hazard to the public.

*Public art shall be original and not duplicate existing artwork in the Town and shall conform to community standards.*

Staff Commentary: The project narrative states that the proposal is an original design which meets this standard.

#### Design Standards Analysis

*The Design Standards contained in Addendum "A" provide the secondary guidance for evaluating Conceptual Public Art.*

*Public art shall be integrated into the overall design of the project and shall be located in areas of high visibility and use such as courtyards, seating areas, and along public roadways.*

Staff Commentary: The proposed artwork will be located at the entrance ways to the commercial center and will be accessible by any member of the public. Due to its height and location, the proposed artwork will be highly visible to meet the above Design Standard.

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#### **SUMMARY / CONCLUSION**

The applicant's request includes installation of two (2) new sculptures in the Shoppes at Oracle commercial center. In staff's opinion, the proposed artwork is well suited for the project site based on its relation to the natural context. The proposed art meets other requirements in terms of accessibility and maintenance. The proposed artwork meets the 1% construction cost of the building permit valuation.

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**RECOMMENDATION:**

Based on the following findings:

- The request is consistent with the Design Principles and Design Standards.

It is recommended that the Conceptual Design Review Board take the following action:

**Recommend approval to the Town Council of the requested Conceptual Public Art under case OV1213-15, subject to the condition below.**

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**SUGGESTED MOTIONS:**

I move to recommend approval of the Conceptual Public Art for the Shoppes at Oracle, based on the finding that the proposed public artwork replacement is consistent with the Zoning Code criteria, subject to the following condition:

1. The applicant shall install a small metal plaque containing the artist's name, name of the artwork, installation date, and recognition of the Town's Public Art requirement.

OR

I move to recommend denial of the Conceptual Public Art for the Shoppes at Oracle, as it does not meet the findings that \_\_\_\_\_.

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**ATTACHMENTS:**

1. Site Plan
2. Application

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Chad Daines, AICP Principal Planner

- Vicinity
- Sign criteria
- Proposal
- Site Photos
- Proposal
- Sign location map
- Wall sign color palette
- Wall sign locations
- Wall sign design
- Halo illumination - multi colored
- Halo illumination - one color
- Wall signs as directional
- Condition of approval
- Summary recommendation

Mark Jones, Applicant Representative of Floresco Lighting and Signs, reassured the board and audience that the applicant will concur with all conditions proposed by staff. Mr. Jones went on to explain the property had sat dormant for a long while, and is now being built out for future development.

**MOTION:** A motion was made by David Adler, Vice-Chairman and seconded by Richard Eggerding, Member to Recommend Approval of the Shoppes at Oracle Sign Criteria based on the finding that the proposed Sign Criteria is in conformance with the applicable Zoning Code, Design Standards and Design Principles, subject to the conditions in Attachment 1.

A friendly amendment was made by Member Linton to include a third condition that no illuminated signs will be facing the residential zoned properties. Vice-Chairman Adler and Member Eggerding accepted the friendly amendment.

After Board discussion, Vice-Chairman Adler and Member Eggerding withdrew the friendly amendment.

**ATTACHMENT #1  
CONDITIONS OF APPROVAL  
Shoppes at Oracle  
OV313-001  
August 13, 2013**

1. Wall sign halo illumination color shall be limited to white.
2. Wall signs shall not include directional arrows.

**MOTION** carried, 6-0.

**4. REQUEST FOR APPROVAL OF CONCEPTUAL PUBLIC ART FOR THE SHOPPES AT ORACLE, LOCATED ON THE EAST SIDE OF ORACLE ROAD**

## **AND SOUTH OF HARDY ROAD, OV1213-15**

Rosevelt Arellano, Planner, presented his Staff report which detailed the following:

- Vicinity
- Second view of vicinity
- Shoppes at Oracle Road image of development plan
- Request images
- Artwork location map
- Image of Shoppes at Oracle entrances
- Zoning Code design principles
- Summary/Recommendation
- Public art design principles

Roger Brekenridge, Applicant, reassured the Board members as well as the audience the sharp edges on the artwork are very high, therefore they are not a danger to citizens.

**MOTION:** A motion was made by David Adler, Vice-Chairman and seconded by Kit Donley, Member to Recommend Approval of the Conceptual Public Art for the Shoppes at Oracle, based on the finding that the proposed public artwork replacement is consistent with the Zoning Code criteria, subject to the following condition: The applicant shall install a small metal plaque containing the artist's name, name of the artwork, installation date, and recognition of the Town's Public Art requirement.

**MOTION** carried, 6-0.

### **5. REQUEST FOR APPROVAL OF CONCEPTUAL MODEL HOME ARCHITECTURE FOR TUSCAN ESTATES IN STONE CANYON III, LOCATED WEST OF RANCHO VISTOSO BOULEVARD AND NORTH OF MOORE ROAD, OV1313-03**

Rosevelt Arellano, Planner, presented his staff report which detailed the following:

- Conceptual architecture
- Location map
- Vicinity Map
- Applicant's proposal
- Typical design features
- Architectural standards
- Design standards
- Images of nearby homes
- Summary

Andrew Denehey, Sombra Homes, explained the reasons for the limited choices in garage door design. The CC&R's of the development require a rustic metal door. The



**Town Council Regular Session**

**Item # 5.**

**Meeting Date:** 09/04/2013  
**Requested by:** Councilmember Zinkin & Councilmember Garner  
**Submitted By:** Julie Bower, Town Clerk's Office  
**Department:** Town Clerk's Office

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**Information**

**SUBJECT:**

DISCUSSION AND POSSIBLE ACTION TO INITIATE THE 60-DAY PUBLIC NOTICE PROCESS FOR A FUTURE DISCUSSION REGARDING REVENUE OPTIONS

**RECOMMENDATION:**

N/A

**EXECUTIVE SUMMARY:**

Councilmember Zinkin and Councilmember Garner have requested that this item be placed on the agenda.

**BACKGROUND OR DETAILED INFORMATION:**

Pursuant to A.R.S. 9-499.15, the Town must post a public notice on its website at least sixty days prior to the date any proposed new or increased fee or tax is scheduled to be discussed and approved or disapproved at a meeting of the Town Council.

The only issue to be discussed at tonight's meeting is whether or not to initiate the 60-day public notice process to allow Council to have a future discussion about revenue options and what options will be discussed. The statute does not allow discussion regarding the merits of the revenue options at tonight's meeting.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to initiate the 60-day public notice process to discuss \_\_\_\_\_ (insert revenue option(s)) at the regular Council meeting on November 6, 2013.

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