

**AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 2, 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. 2013 League of Arizona Cities and Towns Annual Conference

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. Arizona Department of Transportation (ADOT) - Oracle Road (State Route 77) Widening Project Update

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - September 4, 2013
- B. Council approval of Tucson Sports' request for in-kind support for the USA Triathlon National Duathlon Championships

- C. Resolution No. (R)13-60, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive in the amount of \$700,000
- D. Resolution No. (R)13-61, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive in the amount of \$150,000

REGULAR AGENDA

- 1. PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR MOLINITO LOCATED AT 10180 N. ORACLE ROAD
- 2. REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR STONE CANYON ENCLAVE RESIDENTIAL SUBDIVISION

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: 9/25/13 at 5:00 PM by MRS

When possible, a packet of agenda materials as listed above is available for public inspection at least 24 hours prior to the Council meeting in the office of the Town Clerk between the hours of 8:00 a.m. – 5:00p.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: 10/02/2013

Submitted By: Arinda Asper, Town Manager's Office

Information

Subject

2013 League of Arizona Cities and Towns Annual Conference

Attachments

2013 League of Arizona Cities and Towns Annual Conference



Office of the Mayor & Town Council

Trip Report

Purpose:

2013 League of Arizona Cities and Towns Annual Conference

Date:

August 27 – August 30, 2013

Location:

Hilton El Conquistador Resort
Oro Valley, AZ

Attendees:

Mayor Satish Hiremath
Vice Mayor Lou Waters
Councilmember Brendan Burns
Councilmember Bill Garner
Councilmember Joe Hornat
Councilmember Mary Snider
Councilmember Mike Zinkin
Town Manager Greg Caton

Summary:

The 2013 League of Arizona Cities and Towns Annual Conference was hosted by the Town of Oro Valley, Arizona. The theme of this year's conference was "Arizona Cities & Towns @ Work."

The conference was attended by over 1000 elected officials and guests from cities and towns across Arizona. Highlights of the conference included: the 2013 Gabe Zimmerman Public Service Awards; and over 20 sessions dealing with issues of importance to local, regional and statewide officials. The conference "schedule at a glance" is attached.

Report submitted to the Town Clerk on September 3, 2013.

Satish I. Hiremath
Mayor

Caring for our heritage, our community, our future.

www.orovalleyaz.gov

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

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

CONFERENCE AT A GLANCE

TUESDAY, August 27

8:00 a.m. - Golf Tournament
Hilton El Conquistador Cañada Course

9:30 a.m. - Pre Conference Session:
Finding and Writing Competitive Grant Applications for Cities and Towns
Joshua Tree

1:30 p.m. - Resolutions Committee
Presidio Ballroom

4:00 p.m. - AMRRP Annual Meeting
Agave

6:00 p.m. - Welcome Reception
Hilton El Conquistador Lobby Lounge

WEDNESDAY, August 28

7:30 a.m. - Parade of Flags Practice
Presidio Ballroom

8:30 a.m. - Youth Program
Coronado

9:00 a.m. - Opening General Session
Presidio Ballroom

12:00 p.m. - Lunch On Your Own

1:30 p.m. - Concurrent Sessions

- Wildfire Management: A Rural Perspective
- Development Trends to Build Community
- Utilizing Incubators to Fuel Economic Growth
- Ideas that Work: Rapid Fire Innovation
- Fundamentals of Local Government: Budgets

Presidio 1
Presidio 2
Presidio 4
Presidio 5
Agave

3:15 p.m. - Concurrent Sessions

- Transportation Options & Needs
- Realities of Life, Governance & Business on the Border
- Economic Gardening: Utilizing Existing Assets
- Affordable Health Care Act
- Fundamentals of Local Government: Bonding

Presidio 1
Presidio 2
Presidio 4
Presidio 5
Agave

3:15 p.m. - Mobile Tour
The Oro Valley Aquatic Center
League Registration Desk

3:15 p.m. - Affiliate Group Meetings
• Arizona COG Directors

Rincon

5:00 p.m. - Rural Policy Forum
Coronado

6:00 p.m. - Showcase of Cities and Towns
Turquoise Ballroom

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CONFERENCE AT A GLANCE

THURSDAY, August 29

8:30 a.m. - SPOUSE/GUEST MOBILE TOUR
Arts and Culture in Oro Valley
White Dove

8:15 a.m. - Concurrent Sessions

- Who Does the City/Town Attorney Represent?
- Bridging the Digital Disconnect
- Arizona Commerce Authority
- Civil Discourse & Conflict Resolution
- League 2013 Legislative Report

Presidio 1
Presidio 2
Presidio 4
Presidio 5
Agave

10:00 a.m. - Concurrent Sessions

- Destination Marketing & Branding
- Effective Mayor, Council and Manager Relationships
- Reading the Tea Leaves: Pundits Discuss Legislation
- Valuing Arizona's Water: The True Cost
- Fundamentals: Ethics and Open Government

Presidio 1
Presidio 2
Presidio 4
Presidio 5
Agave

10:00 a.m. - Affiliate Group Meetings
• Arizona Airports Association

Joshua Tree

12:00 p.m. - General Luncheon
Turquoise Ballroom

2:30 p.m. - Concurrent Sessions

- International Trade Corridors
- Update from State Supreme Court
- The Energy Efficiency Roadmap for Cities and Towns
- Things Your Defense Attorney Wishes You Knew
- State Agency Update - ASRS/PSPRS/EORP

Presidio 1
Presidio 2
Presidio 4
Presidio 5
Agave

2:30 p.m. - Affiliate Group Meeting

- Arizona City Attorneys Association

Coronado 2

3:15 p.m. - Mobile Tour
Tour of Ventana Medical Systems, Inc.
League Registration Desk

4:00 p.m. - Legislative District Meetings
El Conquistador Ballrooms

4:00 p.m. - Affiliate Group Meeting

- Greater Arizona Mayors Association (GAMA)

Joshua Tree

4:00 p.m. - Annual Business Meeting
Coronado 1

6:00 p.m. - Service Award Dinner and Entertainment
Turquoise Ballroom

FRIDAY, August 30

8:00 a.m. - Arizona Cities @ Work Breakfast
Coronado

9:30 a.m. - Closing Session
Turquoise Ballroom

11:30 a.m. - Adjourn Conference

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Town Council Regular Session

Item # 1.

Meeting Date: 10/02/2013

Update on the Oracle Road (State Route 77) Project: Tangerine Rd to Pinal County Line

Information

Subject

Arizona Department of Transportation (ADOT) - Oracle Road (State Route 77) Widening Project Update

Summary

This is for information only.



Town Council Regular Session

Item # A.

Meeting Date: 10/02/2013

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

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - September 4, 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 September 4, 2013 minutes.

Attachments

9/4/13 DRAFT Minutes

**MINUTES
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

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

ROLL CALL

PRESENT:

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

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Assistant to the Town Manager Kevin Burke gave an overview of the upcoming town meetings and events.

COUNCIL REPORTS

Mayor Hiremath said that the Arizona Fire Chiefs Association named Golder Ranch Fire Chief Randy Karrer as Arizona Fire Chief of the Year.

Mayor Hiremath reported that the Greater Oro Valley Chamber of Commerce awarded the Legacy Award to Oro Valley Police Chief, Danny Sharp.

The Town of Oro Valley hosted the 2013 League of Arizona Cities and Towns Annual Conference at the Hilton El Conquistador from August 27 - 30. Mayor Hiremath congratulated Town staff and Lynn Erickson, General Manager of the Hilton El Conquistador, for organizing such a successful event.

Councilmember Snider provided an overview of issues discussed at the 2013 Annual League Conference.

Councilmember Zinkin commented on discussions he had with the Oro Valley Police Department.

Councilmember Hornat reported on an upcoming business trip to Mexico.

DEPARTMENT REPORTS

Parks and Recreation Director Kristy Diaz-Trahan reported that the Town received the 2013 Outstanding Facility of the Year Award for communities of 25,000 to 100,000 for the Oro Valley Aquatics Facility.

Town Clerk Julie Bower announced that new artwork was on display in the Council Chambers by artist Jennifer Arno-Coleman.

Town Attorney Kelly Schwab reported on an issue previously raised by members of the public regarding campaign contributions. Ms. Schwab said that merely receiving a campaign contribution would not create a conflict of interest for any individual Councilmember if the contributor would happen to come forward with a project that needed to be voted on by the Town Council.

ORDER OF BUSINESS

Mayor Hiremath stated that the agenda would stand as posted.

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

Oro Valley resident John Musolf recommended that more agenda items should be placed on the regular agenda instead of the consent agenda.

President and CEO of the Oro Valley Chamber of Commerce and Oro Valley resident, Dave Perry, thanked Council for their efforts in trying to attract a public/private university to the Town of Oro Valley and encouraged future efforts to do the same.

PRESENTATIONS

1. Proclamation - National Preparedness Month

Mayor Hiremath proclaimed September, 2013 as National Preparedness Month.

2. Visit Tucson - Website Improvements for Oro Valley

Allison Cooper, Vice President of Marketing for Visit Tucson, gave an overview of the following:

- Name change
- Mission and vision statements
- FY 2013-14 budget
- Marketing Oro Valley
- Website improvements

Brent DeRaad, President and CEO for Visit Tucson, announced an upcoming project entitled "First Impressions". This new project would beautify approximately 7/10 of a mile heading into and out of the Tucson International Airport.

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

Kate Marquez, Executive Director for SAACA, gave an overview of the following:

- Focus on arts education
- Therapeutic arts & arts accessibility
- Business & art integration
- Arts resource
- Timeline of growth
- Events & programs
- National exposure
- Economic development & tourism
- Festival of the arts

CONSENT AGENDA

Councilmember Hornat requested that items (A) and (G-H) be removed from the consent agenda for discussion.

Councilmember Zinkin requested that items (B-D) be removed from the consent agenda for discussion.

Councilmember Garner requested that item (F) be removed from the consent agenda for discussion.

- 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

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Snider to approve 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.

MOTION carried, 7-0.

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

Councilmember Hornat requested to amend the July 3, 2013 Council meeting minutes. He said that he intended to include the conditions in Attachment 1 as part of the motion to approve Regular Agenda item #2 pertaining to the El Corredor Conceptual Site Plan. All additions are in UPPER CASE. The motion as amended shall read:

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 SUBJECT TO THE CONDITIONS IN ATTACHMENT 1.

ATTACHMENT 1
CONDITIONS OF APPROVAL
EL CORREDOR CONCEPTUAL SITE PLAN

PART 1: CONCEPTUAL SITE PLAN

PLANNING:

1. PROVIDE AT LEAST THREE (3) SHADED SEATING AREAS, IN LOCATIONS ACCEPTABLE TO THE PLANNING AND ZONING ADMINISTRATOR, ALONG PATHWAYS WITHIN THE APARTMENT DEVELOPMENT.
2. PROVIDE AT LEAST ONE (1) CANOPY TREE AS WELL AS SHRUBS AND UNDERSTORY IN THE ROUNDABOUT LOCATED AT THE EAST END OF THE MAIN ENTRY DRIVE.

ENGINEERING:

3. THE DEVELOPER SHALL COORDINATE WITH ADOT REGARDING THE PROPOSED NORTH DRIVEWAY ALONG ORACLE ROAD. SEPARATE ADOT APPROVAL IS REQUIRED FOR THE PROPOSED LOCATION.

MOTION carried, 6-0.

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to approve the June 5th and June 19th, 2013 minutes as presented and the July 3, 2013 minutes as amended.

MOTION carried, 7-0.

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

Councilmember Hornat inquired as to whether the approved funding in the amount of \$2.1 million dollars to underground power cables along Tangerine and Oracle Roads was expended in FY 2012-13.

Town Manager Greg Caton clarified that the \$2.1 million dollars was not expended in FY 12-13 but would be expended in FY 13-14.

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to accept the Fiscal Year 2012/13 Financial Update through June 2013 (Year-End).

MOTION carried, 7-0.

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

Councilmember Zinkin asked why only two educational forums were held when the contract stipulated that four educational forums were to be held.

President and CEO of the Greater Oro Valley Chamber of Commerce, Dave Perry, said that he believed that the agreement called for four educational forums per year, not per quarter.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Burns to accept the Greater Oro Valley Chamber of Commerce Quarterly Report: April 1, 2013 - June 30, 2013.

MOTION carried, 7-0.

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

Councilmember Zinkin inquired as to whether non-resort hotels were included in the quarterly reports.

President and CEO of Visit Tucson, Brent DeRaad, said that Visit Tucson was a membership organization of which the Hilton El Conquistador, Holiday Inn and the Horsepitality Western Ranch were members.

MOTION: A motion was made by Councilmember Zinkin and seconded by Vice Mayor Waters to approve the Visit Tucson Quarterly Report: April 1, 2013 - June 30, 2013.

MOTION carried, 7-0.

- 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)**

Councilmember Garner asked if there was a cap in place as to the amount of funds that would be reimbursed to the Town.

Deputy Police Chief Larry Stevens stated that there was a cap in place for each of the grants and that the Counter Narcotics Alliance and the Drug Enforcement Administration would pay any additional monies that exceeded the cap.

MOTION: A motion was made by Councilmember Garner and seconded by Vice Mayor Waters to approve 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).

MOTION carried, 7-0.

- 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**

Councilmember Hornat commented on the cost savings that had been realized by utilizing new water meter technology.

MOTION: A motion was made by Councilmember Hornat and seconded by Councilmember Snider 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.

MOTION carried, 7-0.

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

Council discussed concerns regarding parking, signs and frequency of alcohol related events.

Councilmember Garner requested a provision that would allow Town sponsored events to take precedence over the Farmers Market.

Town Manager Greg Caton stated that Section 29 of the agreement would allow the Town to relocate the Farmers Market when necessary.

Mr. Caton stated that temporary signage would be placed at La Canada Drive and Tangerine Road. The Town was working with ADOT to provide temporary signage along Oracle Road. Permanent signage could be included at the actual site.

Mr. Caton said that alcohol would only be served during specific events.

Roxanne Garcia, representative for Heirloom Farmers' Market, confirmed that alcohol would only be served periodically.

Discussion ensued amongst Council regarding provisions of the contract.

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Hornat to approve 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.

Councilmember Burns requested to amend the motion by deleting the words "the negligent" from line six of Section 16 and replacing it with the word "all". This amendment was agreed to by Vice Mayor Waters and Councilmember Hornat.

Councilmember Garner requested to amend the motion by requiring adherence to historic preservation guidelines as it related to signage on the property. This amendment was agreed to by Vice Mayor Waters and Councilmember Hornat.

MOTION carried, 7-0.

Mayor Hiremath recessed the meeting at 7:36 p.m.

Mayor Hiremath reconvened the meeting at 7:41 p.m.

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

Planner Rosevelt Arellano gave an overview of item #1.

Tom Lemon, Vice President of Land Acquisitions and Development for Maracay Homes, spoke on the proposed conceptual site plan.

Paul Oland, representative for the WLB Group, spoke on the proposed conceptual site plan.

The following individuals spoke on item #1.

Oro Valley resident Stanley Riggerbach

Oro Valley resident Joe Pisconski

Oro Valley resident Maryann Knitowski

Oro Valley resident Marlene Skibbe

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

Attachment 1
Conditions of Approval
Maracay at Vistoso
Conceptual Site Plan
OV1213-08

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.

MOTION carried, 7-0.

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)

Mr. Arellano gave an overview of item #2.

Paul Oland, representative for the WLB Group, gave an overview of the proposed Minor General Plan Amendment.

Discussion ensued amongst Council regarding the proposed Minor General Plan Amendment.

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

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

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

Senior Planner Matt Michels gave an overview of item #3.

The following individual spoke on item #3.

Oro Valley resident John Musolf

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

Attachment 1
Condition of Approval
Conceptual Art

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.

MOTION carried, 7-0.

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

Mr. Arellano gave an overview of item #4.

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

Attachment 1
Condition of Approval
Shoppes at Oracle Road
OV1213-15

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.

MOTION carried, 7-0.

5. DISCUSSION AND POSSIBLE ACTION TO INITIATE THE 60-DAY PUBLIC NOTICE PROCESS FOR A FUTURE DISCUSSION REGARDING REVENUE OPTIONS

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to initiate the 60-day public notice process to discuss a renter's tax at the November 6, 2013 regular Town Council meeting.

Discussion ensued amongst Council regarding the proposed renter's tax revenue option.

MOTION failed, 3-4 with Mayor Hiremath, Vice Mayor Waters, 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 Vice Mayor Waters and seconded by Councilmember Snider to adjourn the meeting at 9:13 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 4th day of September 2013. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2013.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # **B.**

Meeting Date: 10/02/2013

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

Department: Town Manager's Office

Information

SUBJECT:

Council approval of Tucson Sports' request for in-kind support for the USA Triathlon National Duathlon Championships

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The USA Triathlon National Duathlon Championships will be held Saturday, October 26, 2013. This event is expected to generate an estimated economic impact of \$466,771. Organizers estimate that this run-bike-run event will attract over 400 out-of-town athletes from across the country. Combined with the estimated 1,000 out-of-town visitors traveling with those athletes, the organizers expect approximately 1,500 out-of-town spectators.

The Hilton El Conquistador Golf and Tennis Resort will be the host resort, with Fairfield Inn & Suites by Marriott and the Quality Inn and Suites serving as the overflow hotels. Ventana Medical Systems, Inc., a member of the Roche Group, will serve as the host site for all of the competitions. As this is an open national championship, all Oro Valley residents are invited to compete in this event.

BACKGROUND OR DETAILED INFORMATION:

In fall 2010, Council expressed an interest in establishing a funding policy for special events that stimulate local economic development. To address this request, staff enhanced the Town's existing Special Events Policy to include in-kind support requests from event coordinators up to 50%. Council directed staff to provide flexibility and 100% in-kind support for requests for major/signature events that have significant economic impact to Oro Valley.

FISCAL IMPACT:

The total in-kind support for the USA Triathlon National Duathlon Championships is \$12,661.

SUGGESTED MOTION:

I MOVE to (approve or deny) 100% in-kind support for USA Triathlon National Duathlon Championships.



Town Council Regular Session

Item # **C.**

Meeting Date: 10/02/2013
Requested by: Jose Rodriguez
Submitted By: Jose Rodriguez, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-60, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive in the amount of \$700,000

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This intergovernmental agreement (IGA) will allow for the Regional Transportation Authority (RTA) to release RTA funds to the Town of Oro Valley for the design and construction of a traffic signal at Rancho Vistoso Boulevard and Vistoso Highland Drive.

BACKGROUND OR DETAILED INFORMATION:

In response to a call for projects from the Regional Transportation Authority (RTA) for the 2014-2018 Transportation Improvement Plan (TIP) cycle, engineering staff submitted an application for funding the design and construction of a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highlands Drive. The funding would be derived from the RTA, Intersection Safety and Capacity Improvements category in the amount of \$700,000 to pay for the design, construction, and project administration.

The project and its funding amount were approved by the RTA Board. In order to release RTA funds to the Town, an intergovernmental agreement (IGA) is required between the RTA and the Town of Oro Valley.

The project consists of constructing a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highlands Drive, restriping the intersection, and reconstructing four handicap ramps. DIS Engineering Division staff anticipates the design will begin in early November 2013 and construction in early March 2014.

This IGA was presented and approved by the RTA Board on September 25th.

FISCAL IMPACT:

None – funds provided through RTA

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)13-60, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive in the amount of \$700,000.

Attachments

(R)13-60 RTA Funding of Traffic Signal

Resolution Exhibit A - IGA

IGA - Exhibit A

Location Map

RESOLUTION NO. (R)13-60

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY TO FUND THE DESIGN AND CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF RANCHO VISTOSO BOULEVARD AND VISTOSO HIGHLAND DRIVE IN THE AMOUNT OF \$700,000.000

WHEREAS, the Town of Oro Valley and the Regional Transportation Authority (RTA) may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. 11-952; and

WHEREAS, the Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

WHEREAS, A.R.S. § 48-5301, *et seq.* authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona on May 16, 2006; and

WHEREAS, a Regional Transportation Fund was established by the Arizona Legislature pursuant to A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan; and

WHEREAS, the Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan; and

WHEREAS, the Town desires to design and construct a traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive for the amount of \$700,000.00; and

WHEREAS, the design and construction of the traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan; and

WHEREAS, the Town of Oro Valley will be responsible for the design, construction and/or installation of the Project; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit “A”, with the Regional Transportation Authority of Pima County for the design and construction of the traffic signal at the intersection of Rancho Vistoso Boulevard and Vistoso Highland Drive for the amount of \$700,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that the Intergovernmental Agreement, attached hereto as Exhibit "A", by and between the Regional Transportation Authority and the Town of Oro Valley is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 2nd day of October, 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: _____

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
TOWN OF ORO VALLEY
FOR
RANCHO VISTOSO BLVD TRAFFIC
SIGNAL AT VISTOSO HIGHLANDS DRIVE**

This Agreement (hereinafter “the Agreement”) is entered into by and between the Regional Transportation Authority of Pima County (“RTA” or “the Authority”), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and Town of Oro Valley, a body politic and corporate of the State of Arizona (“the Lead Agency”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.
- B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.
- C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.
- D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority shall coordinate the implementation of the Plan among the local jurisdictions.
- E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.
- F. The Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Lead Agency is authorized by A.R.S. § 9-276 to lay out, maintain, control and manage public roads within the Lead Agency’s jurisdictional boundaries.
- H. The Lead Agency may have a legal contract with one or more jurisdictions within Pima County empowering the Lead Agency to perform roadway and other improvements outside the Lead Agency’s jurisdictional boundaries.

- I. The Lead Agency and the Authority wish to cooperate in constructing a traffic signal at Rancho Vistoso Blvd and Vistoso Highlands Drive (“the Project”).
- J. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.
- K. The Authority intends to fund the Project under the terms and conditions contained in this Agreement and have entered into this Agreement for that purpose.
- L. It is the policy of the Authority to require that a lead agency be identified and an intergovernmental agreement (IGA) be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.
- M. Town of Oro Valley has been identified as the Lead Agency for the Project and will be responsible for all aspects of project implementation including, but not limited to, planning, project management, risk management, design, right of way acquisition and construction, advertisement, award, execution and administration of the design and construction contracts for the Project.
- N. The RTA’s Administrative Code will control all payments and other procedures unless otherwise specified herein.
- O. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the Town of Oro Valley and Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of the parties for the design, construction, maintenance and operation of the Project and to address the legal and administrative matters among the parties.

2. Project. The project consists of constructing a traffic signal at Rancho Vistoso Blvd and Vistoso Highlands Drive. The project provides a safe point for pedestrians to cross Rancho Vistoso Blvd in an area that continues to grow and show an increase in pedestrian traffic., as more fully depicted in the attached Exhibit A, including the following:

- a) Detailed project scope and schedule.
- b) Project budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.
- c) Total amount of RTA funding allowed for the Project plus a breakdown of any other regional, local, federal or state funding available.
- d) Designation of Project phases, if applicable, and any additional related agreements.
- e) Estimated construction start date and duration of construction.
- f) Projected cost reimbursement timeline.

- g) Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests.

3. Effective Date; Term. This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until all improvements constructed pursuant to this Agreement are completed, all reimbursement payments to the Lead Agency are concluded, and all warranties applicable to the Project have expired.

4. Responsibilities of the Lead Agency.

- a. The Lead Agency shall be responsible for the design, construction and/or installation of the Project in accordance with this Agreement and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Pima County/City of Tucson Standard Specifications for Public Improvements, the Pima County Roadway Design Manual, October 2002 revision, the Pima County Department of Transportation /City of Tucson Department of Transportation Pavement Marking Design Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.
- b. If consultants or contractors are employed to perform any portion of the Project, the Lead Agency shall be responsible for the contracts for design and construction of the Project and shall select the consultants and contractors to be used on the Project. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments. However, any changes to the Project which would result in the final project cost deviating, by ten or more percent, from the Authority's budget amount for the Project, must be approved by the Authority in advance of those changes being made, regardless of the fact that the Authority will not be paying for them.
- c. The Lead Agency shall be responsible for all traffic management, including public notification, during construction of the Project.
- d. The Lead Agency shall operate and maintain the improvements during and after completion of construction.
- e. The final cost of the Project shall be that amount necessary to complete the Project including any unanticipated work incorporated into the Project by change orders and amendments executed by the Lead Agency. The Lead Agency shall be responsible for all Project costs in excess of the RTA funds contributed to the Project.
- f. The Lead Agency shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.

- g. The Lead Agency will be responsible for assuming all risks associated with the Project except those that are assigned to another agency or jurisdiction that has agreed to that assumption.
- h. The Lead Agency shall require its contractors performing any portion of the Project to name the Authority as additional insured and additional indemnitee in all of the Lead Agency's construction contracts for the Project. The Lead Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment related assurances posted for the Project.
- i. The Lead Agency shall be responsible for preparing and submitting to the Authority, within the first week of each month or as otherwise specified herein, invoices for payment signed by a duly authorized representative of the Lead Agency and which include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. The Lead Agency must retain and certify all vendor receipts, invoices and any related Project records as needed and ensure that they are available for review for a minimum of five (5) years after final payment is made unless otherwise specified herein.
- j. The Lead Agency shall be responsible for submitting a status report describing its progress and adherence to the Project scope, schedule and budget with each request for payment.

5. Responsibilities of Authority.

- a. Upon receipt of authorized payment requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified herein. All payments and reimbursements shall follow the policies outlined in the RTA's Administrative Code.
- b. Reimbursements will generally be based on the Project schedules established by the Lead Agency and contained in Exhibit A.
- c. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Project. If the Authority determines that additional information is needed, the Lead agency will be notified of the request for additional information within five days of the receipt of the invoice by RTA.
- d. Upon approval of the request by RTA, the payment invoice will be processed for payment within ten working days of the invoice submittal.
- e. RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

6. Termination. Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

7. Non-assignment. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

8. Construction of Agreement.

- a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.
- b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- f. This Agreement is subject to the provisions of A.R.S. § 38-511.

9. Ownership of Improvements. Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Lead Agency upon completion of the Project.

10. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

11. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Lead Agency and any Authority employees, or between Authority and any Lead Agency employees. Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever

of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

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

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

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

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

c. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

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

14. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

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

The Authority:
Cherie Campbell, Acting Executive Director
177 N. Church Avenue, #405
Tucson, AZ 85701

Town of Oro Valley:
Paul Keesler, P.E., Director / Town
Engineer
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

Town of Oro Valley
Tobin Sidles, Director - Legal
Services
11000 N. La Cañada Drive
Oro Valley, Arizona 85743

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

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

In Witness Whereof, Town of Oro Valley has caused this Agreement to be executed by the Town of Oro Valley, upon resolution of the Mayor and Council attested to by the Town Clerk, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Steve Christy, Board Chair

Date

Town of Oro Valley:

Mayor Satish I. Hiremath

Date

ATTEST:

Julie Bower, Town Clerk

Date

The foregoing Agreement between Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

Cherie Campbell, Acting Executive Director

ATTORNEY CERTIFICATION

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

Regional Transportation Authority of Pima County:

Thomas Benavidez, Attorney for the Authority

Date

Town of Oro Valley:

Tobin Sidles, Director – Legal Services

Date

EXHIBIT A

RANCHO VISTOSO BLVD TRAFFIC SIGNAL AT VISTOSO HIGHLANDS DRIVE

1. RTA Ballot Project/Program Number: 36
2. RTA Plan Project Element or Program Category:
Intersection Safety and Capacity Improvements
3. TIP Project Number: **96.12**
4. Project Name: Rancho Vistoso Traffic Signal
5. Type of Work (Pre-design, Design, Right-of-way, Construction, other)
 - i. Pre-Design _____
 - ii. Design X
 - iii. Right-of-Way _____
 - iv. Construction X
 - v. Other _____
6. Project Manager for Status Reports (Include Contact Information):
Jose N. Rodriguez, PE, Engineering Division Manager – Town of Oro Valley
Office: 229-4872 Cell: 940-1937 E-Mail: jrodriguez@orovalleyaz.gov
7. Authorized representative for signing and submitting payment requests (Include Contact Information)
Jose N. Rodriguez, PE, Engineering Division Manager – Town of Oro Valley
Office: 229-4872 Cell: 940-1937 E-Mail: jrodriguez@orovalleyaz.gov

Lynn Garcia, Administrator Coordinator – Town of Oro Valley
Office: 229-4875 E-Mail: lgarcia@orovalleyaz.gov
8. Map of Project Limits and Municipal Boundaries: **Attached**
9. Narrative description of scope of Project, what improvements are included and the intent of the Project (Discuss any problems and how Project addresses same).

Project Summary for Rancho Vistoso Blvd Traffic Signal: The project consists of constructing a traffic signal at Rancho Vistoso Blvd and Vistoso Highlands Drive. The project provides a safe point for pedestrians to cross Rancho Vistoso Blvd in an area that continues to grow and show an increase in pedestrian traffic.

The estimated construction start date: January 1, 2014

The estimated construction completion date: April 30, 2014

10. Total maximum amount of Authority funding allowed for the Project or Project component under this Agreement. **\$700,000**

11. Total Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet that cost.

RTA funds \$700,000
 Local Funds (please specify) _____
 Regional Funds (STP, 12%) _____
 Other (please specify) _____

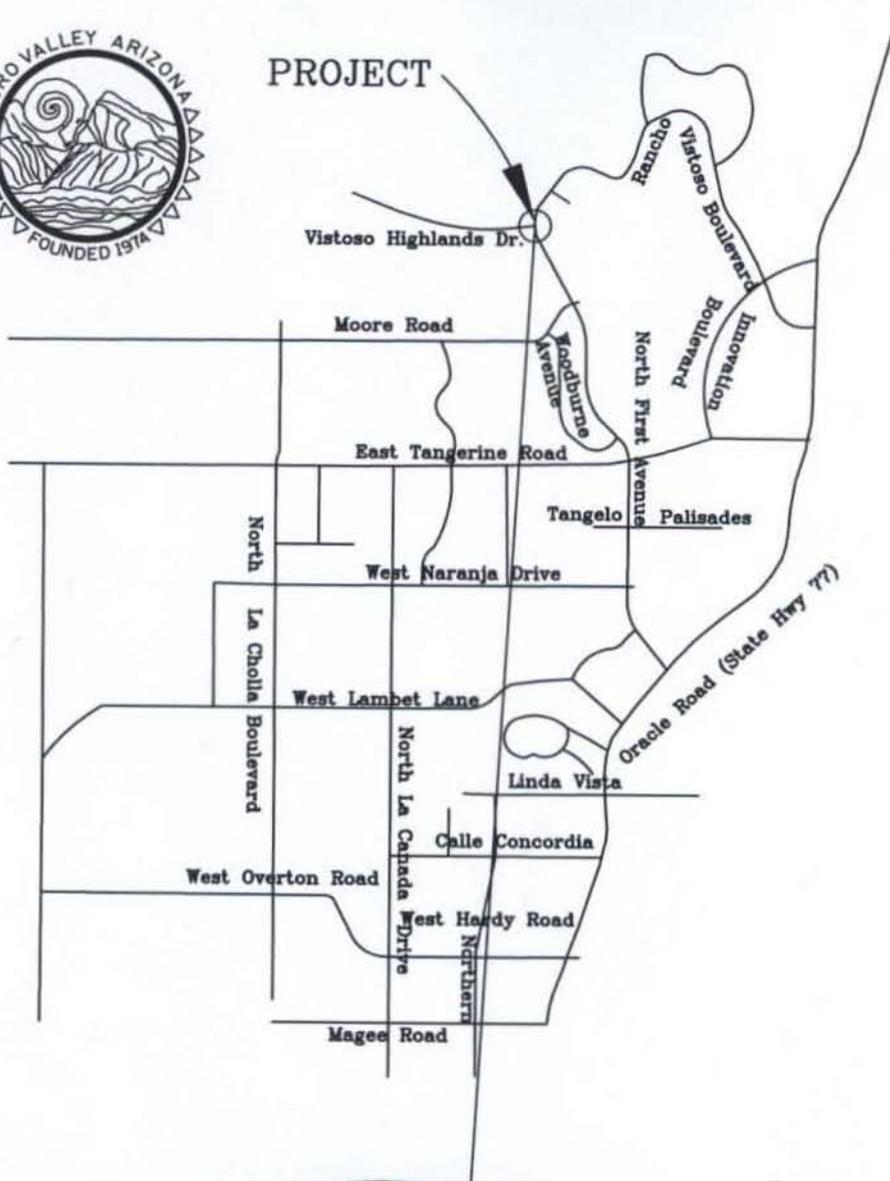
12. Detailed Project budget and cost breakdown identifying total cost of eligible items sought for reimbursement from the Authority, including any proposed billing of staff time directly attributable to the Project.

Item	Estimated In-House Staff Costs	Estimated Consultant/ Contractor Costs
Project Management	\$5,000	None
Design	\$5,000	\$90,000
Right-of-way acquisition	N/A	N/A
Construction	\$20,000	\$580,000
Design concept reports		
Environmental studies		
Bicycle lanes		
Pedestrian improvements		
Utility relocations		
Drainage improvements		
Noise, privacy, screen wall, and other buffers		
Environmental mitigation		
Public Art		
Public Outreach		
Critical wildlife linkages and trails		
Contingency		
Other (Specify)		
Sub Total	\$30,000	\$670,000
Total	\$700,000	

Rancho Vistoso Boulevard Traffic Signal at Vistoso Highlands Drive



PROJECT





Town Council Regular Session

Item # **D.**

Meeting Date: 10/02/2013
Requested by: Jose Rodriguez
Submitted By: Jose Rodriguez, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)13-61, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive in the amount of \$150,000

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

This intergovernmental agreement (IGA) will allow for the Regional Transportation Authority (RTA) to release RTA funds to the Town of Oro Valley for the design and construction of a sidewalk along Rancho Vistoso Blvd. from Vistoso Highland Dr. to Morning Vista Dr.

BACKGROUND OR DETAILED INFORMATION:

In response to a call for projects from the Regional Transportation Authority (RTA) for the 2014-2018 Transportation Improvement Plan (TIP) cycle, Oro Valley DIS Engineering staff submitted an application for the Rancho Vistoso Sidewalk Project requesting \$150,000 in RTA funds for the design and construction of a six-foot wide sidewalk.

The project and its funding amount were approved by the RTA Board. In order to release RTA funds to the Town, an intergovernmental agreement (IGA) is required between the RTA and the Town of Oro Valley.

The project will consist of constructing a six-foot wide concrete sidewalk along the east side of the Rancho Vistoso Boulevard from Vistoso Highland to Morning Vista Drive. DIS Engineering Division staff anticipates starting the design in early November 2013 and beginning construction in early March 2014.

This IGA was presented and approved by the RTA Board on September 25th.

FISCAL IMPACT:

None – funds will be provided from the RTA

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)13-61, Authorizing and approving an intergovernmental agreement between the Town of Oro Valley and the Regional Transportation Authority (RTA) of Pima County for the funding of the design and construction of a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive in the amount of \$150,000.

Attachments

(R)13-61 RTA Funding for a Sidwalk Along RV Blvd.

Resolution Exhibit A - IGA

IGA - Exhibit A

Location Map

RESOLUTION NO. (R)13-61

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY AND THE TOWN OF ORO VALLEY TO FUND THE DESIGN AND CONSTRUCTION OF A SIDEWALK ALONG RANCHO VISTOSO BOULEVARD FROM VISTOSO HIGHLAND DRIVE TO MORNING VISTA DRIVE IN THE AMOUNT OF \$150,000.00

WHEREAS, the Town of Oro Valley and the Regional Transportation Authority (RTA) may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. 11-952; and

WHEREAS, the Town is authorized by A.R.S. § 9-240(B)(3) to design, maintain, control and manage public roads within the boundaries of the Town; and

WHEREAS, A.R.S. § 48-5301, *et seq.* authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-modal transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona on May 16, 2006; and

WHEREAS, a Regional Transportation Fund was established by the Arizona Legislature pursuant to A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan; and

WHEREAS, the Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan; and

WHEREAS, the Town desires to design and construct a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive for the amount of \$150,000.00; and

WHEREAS, the design and construction of a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan; and

WHEREAS, the Town of Oro Valley will be responsible for the design, construction and/or installation of the Project; and

WHEREAS, it is in the best interest of the Town of Oro Valley to enter into the Intergovernmental Agreement, attached hereto as Exhibit “A”, with the Regional Transportation Authority of Pima County for the design and construction of a sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive for the amount of \$150,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that the Intergovernmental Agreement, attached hereto as Exhibit "A", by and between the Regional Transportation Authority and the Town of Oro Valley is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 2nd day of October, 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: _____

**INTERGOVERNMENTAL TRANSPORTATION FUNDING AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY
AND
TOWN OF ORO VALLEY
FOR
RANCHO VISTOSO SIDEWALK
VISTOSO HIGHLAND DRIVE TO MORNING VISTA DRIVE**

This Agreement (hereinafter “the Agreement”) is entered into by and between the Regional Transportation Authority of Pima County (“RTA” or “the Authority”), a special taxing district formed pursuant to Title 48 Chapter 30 of the Arizona Revised Statutes (A.R.S.), and Town of Oro Valley, a body politic and corporate of the State of Arizona (“the Lead Agency”) pursuant to A.R.S. § 11-952.

RECITALS

- A. A.R.S. § 48-5301, et seq., authorizes the Authority to act as a regional taxing authority for the purpose of funding multi-model transportation operations and improvements identified in the Regional Transportation Plan (“the Plan”) approved by the voters at the special election held in Pima County, Arizona, on May 16, 2006.
- B. The governing board of the Authority is composed of representatives of each member of the regional council of governments in accordance with A.R.S. § 48-5303.
- C. Pursuant to A.R.S. § 48-5304 (12), the governing board of the Authority has sole authority to implement the elements of the Plan.
- D. Pursuant to A.R.S. § 48-5304 (13), the governing board of the Authority shall coordinate the implementation of the Plan among the local jurisdictions.
- E. A Regional Transportation Fund was established by the Arizona Legislature per A.R.S. § 48-5307 to be the repository for those funds collected for the purpose of funding the transportation projects identified in the Plan.
- F. The Authority is authorized by A.R.S. §§ 48-5304 (16) and 48-5308 to administer and distribute the regional transportation funds to the members of the Authority and to sell bonds in furtherance of that purpose to fund those projects or programs identified in the Plan.
- G. The Lead Agency is authorized by A.R.S. § 9-276 to lay out, maintain, control and manage public roads within the Lead Agency’s jurisdictional boundaries.
- H. The Lead Agency may have a legal contract with one or more jurisdictions within Pima County empowering the Lead Agency to perform roadway and other improvements outside the Lead Agency’s jurisdictional boundaries.

- I. The Lead Agency and the Authority wish to cooperate in constructing a six-foot wide sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive (“the Project”).
- J. The Project is one of the transportation projects included in the Plan or is eligible for funding as part of a categorical program included in the Plan.
- K. The Authority intends to fund the Project under the terms and conditions contained in this Agreement and have entered into this Agreement for that purpose.
- L. It is the policy of the Authority to require that a lead agency be identified and an intergovernmental agreement (IGA) be approved and entered into by the Authority and the lead agency before requests for funding reimbursement or payment can be processed by the Authority.
- M. Town of Oro Valley has been identified as the Lead Agency for the Project and will be responsible for all aspects of project implementation including, but not limited to, planning, project management, risk management, design, right of way acquisition and construction, advertisement, award, execution and administration of the design and construction contracts for the Project.
- N. The RTA’s Administrative Code will control all payments and other procedures unless otherwise specified herein.
- O. The Authority and the Lead Agency may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, et seq.

NOW, THEREFORE, the Town of Oro Valley and Authority, pursuant to the above and in consideration of the matters and things set forth herein, do mutually agree as follows:

AGREEMENT

- 1. Purpose.** The purpose of this Agreement is to set forth the responsibilities of the parties for the design, construction, maintenance and operation of the Project and to address the legal and administrative matters among the parties.
- 2. Project.** The project consists of constructing a six (6) foot wide concrete sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive. The sidewalk will provide a safe, all weather surface, ADA accessible pedestrian facility to accommodate the pedestrian traffic in this area, as more fully depicted in the attached Exhibit A, including the following:
 - a) Detailed project scope and schedule.
 - b) Project budget and cost breakdown of items eligible for reimbursement by the Authority including any proposed billing of staff time directly attributable to Project.
 - c) Total amount of RTA funding allowed for the Project plus a breakdown of any other regional, local, federal or state funding available.
 - d) Designation of Project phases, if applicable, and any additional related agreements.
 - e) Estimated construction start date and duration of construction.

- f) Projected cost reimbursement timeline.
- g) Identification of the Lead Agency's duly authorized representative for signing and submitting payment requests.

3. Effective Date; Term. This Agreement shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until all improvements constructed pursuant to this Agreement are completed, all reimbursement payments to the Lead Agency are concluded, and all warranties applicable to the Project have expired.

4. Responsibilities of the Lead Agency.

- a. The Lead Agency shall be responsible for the design, construction and/or installation of the Project in accordance with this Agreement and all applicable public roadway, traffic signal, and street lighting design and construction standards. Design Standards are federal, state, county or municipal standards for engineering, traffic, safety or public works facilities design. Examples of Design Standards include the American Association of State Highway and Transportation Officials and Federal Highway Administration standards for highway engineering and construction, the Pima County/City of Tucson Standard Specifications for Public Improvements, the Pima County Roadway Design Manual, October 2002 revision, the Pima County Department of Transportation /City of Tucson Department of Transportation Pavement Marking Design Manual, and Pima County and municipal design guidelines for roadway lane widths and level of drainage protection.
- b. If consultants or contractors are employed to perform any portion of the Project, the Lead Agency shall be responsible for the contracts for design and construction of the Project and shall select the consultants and contractors to be used on the Project. The Lead Agency shall immediately provide to the Authority copies of any and all contract documents and related materials upon request by the Authority. The Lead Agency shall retain the usual rights of the owner of a public contract including the authority to approve changes and make payments. However, any changes to the Project which would result in the final project cost deviating, by ten or more percent, from the Authority's budget amount for the Project, must be approved by the Authority in advance of those changes being made, regardless of the fact that the Authority will not be paying for them.
- c. The Lead Agency shall be responsible for all traffic management, including public notification, during construction of the Project.
- d. The Lead Agency shall operate and maintain the improvements during and after completion of construction.
- e. The final cost of the Project shall be that amount necessary to complete the Project including any unanticipated work incorporated into the Project by change orders and amendments executed by the Lead Agency. The Lead Agency shall be responsible for all Project costs in excess of the RTA funds contributed to the Project.

- f. The Lead Agency shall exercise its power of eminent domain, if necessary, to acquire property needed for the Project.
- g. The Lead Agency will be responsible for assuming all risks associated with the Project except those that are assigned to another agency or jurisdiction that has agreed to that assumption.
- h. The Lead Agency shall require its contractors performing any portion of the Project to name the Authority as additional insured and additional indemnitee in all of the Lead Agency's construction contracts for the Project. The Lead Agency shall also require its contractors to name the Authority as an additional beneficiary in any performance and payment related assurances posted for the Project.
- i. The Lead Agency shall be responsible for preparing and submitting to the Authority, within the first week of each month or as otherwise specified herein, invoices for payment signed by a duly authorized representative of the Lead Agency and which include sufficient background information documenting payments made to contractors, vendors or any other eligible costs identified in this Agreement or the RTA's Administrative Code. The Lead Agency must retain and certify all vendor receipts, invoices and any related Project records as needed and ensure that they are available for review for a minimum of five (5) years after final payment is made unless otherwise specified herein.
- j. The Lead Agency shall be responsible for submitting a status report describing its progress and adherence to the Project scope, schedule and budget with each request for payment.

5. Responsibilities of Authority.

- a. Upon receipt of authorized payment requests, the Authority shall convey to the Lead Agency RTA funds in the amount specified in Exhibit A on a reimbursement basis unless otherwise specified herein. All payments and reimbursements shall follow the policies outlined in the RTA's Administrative Code.
- b. Reimbursements will generally be based on the Project schedules established by the Lead Agency and contained in Exhibit A.
- c. The RTA staff will review all payment requests to confirm that the request is for reimbursement of costs incurred by the Lead Agency for the Project. If the Authority determines that additional information is needed, the Lead agency will be notified of the request for additional information within five days of the receipt of the invoice by RTA.
- d. Upon approval of the request by RTA, the payment invoice will be processed for payment within ten working days of the invoice submittal.
- e. RTA shall provide all necessary cooperation and assistance to its fiscal agent to process all payment requests from the Lead Agency.

6. Termination. Either party may terminate this Agreement for material breach of the Agreement by the other party. Prior to any termination under this paragraph, the party allegedly in default shall be given written notice by the other party of the nature of the alleged default. The party said to be in default shall have forty-five days to cure the default. If the default is not cured within that time, the other party may terminate this Agreement. Any such termination shall not relieve either party from liabilities or costs already incurred under this Agreement.

7. Non-assignment. Neither party to this Agreement shall assign its rights under this Agreement to any other party without written permission from the other party to this Agreement.

8. Construction of Agreement.

- a. Entire agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. Any exhibits to this Agreement are incorporated herein by this reference.
- b. Amendment. This Agreement may be modified, amended, altered or changed only by written agreement signed by both parties.
- c. Construction and interpretation. All provisions of this Agreement shall be construed to be consistent with the intention of the parties as expressed in the Recitals hereof.
- d. Captions and headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.
- e. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on other provisions and their application, which can be given effect without the invalid or void provision or application, and to this extent the provisions of the Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.
- f. This Agreement is subject to the provisions of A.R.S. § 38-511.

9. Ownership of Improvements. Ownership and title to all materials, equipment and appurtenances installed pursuant to this Agreement shall automatically vest in the Lead Agency upon completion of the Project.

10. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the Lead Agency or the Authority.

11. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Lead Agency and any Authority employees, or between Authority and any Lead Agency employees.

Neither party shall be liable for any debts, accounts, obligations nor other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

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

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

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

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

c. **Workers' Compensation.** An employee of either party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

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

14. Waiver. Waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

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

The Authority:
Cherie Campbell, Acting Executive Director
177 N. Church Avenue, #405
Tucson, AZ 85701

Town of Oro Valley:
Paul Keesler, P.E., Director / Town
Engineer
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

Town of Oro Valley
Tobin Sidles, Director - Legal
Services
11000 N. La Cañada Drive
Oro Valley, Arizona 85743

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

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

In Witness Whereof, Town of Oro Valley has caused this Agreement to be executed by the Town of Oro Valley, upon resolution of the Mayor and Council attested to by the Town Clerk, and the Authority has caused this Agreement to be executed by its Chair of the Board.

REGIONAL TRANSPORTATION AUTHORITY OF PIMA COUNTY

Steve Christy, Board Chair

Date

Town of Oro Valley:

Mayor Satish I. Hiremath

Date

ATTEST:

Julie Bower, Town Clerk

Date

The foregoing Agreement between Town of Oro Valley and the Authority has been approved as to content and is hereby recommended by the undersigned.

Cherie Campbell, Acting Executive Director

ATTORNEY CERTIFICATION

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

Regional Transportation Authority of Pima County:

Thomas Benavidez, Attorney for the Authority

Date

Town of Oro Valley:

Tobin Sidles, Director – Legal Services

Date

EXHIBIT A

RANCHO VISTOSO SIDEWALK VISTOSO HIGHLAND DRIVE TO MORNING VISTA DRIVE

1. RTA Ballot Project/Program Number: 41
2. RTA Plan Project Element or Program Category:
Environmental and Economic Vitality Element
3. TIP Project Number: **79.12**
4. Project Name: Rancho Vistoso Sidewalk
5. Type of Work (Pre-design, Design, Right-of-way, Construction, other)
 - i. Pre-Design _____
 - ii. Design X .
 - iii. Right-of-Way _____
 - iv. Construction X .
 - v. Other _____
6. Project Manager for Status Reports (Include Contact Information):
Jose N. Rodriguez, PE, Engineering Division Manager – Town of Oro Valley
Office: 229-4872 Cell: 940-1937 E-Mail: jrodriguez@orovalleyaz.gov
7. Authorized representative for signing and submitting payment requests (Include Contact Information)
Jose N. Rodriguez, PE, Engineering Division Manager – Town of Oro Valley
Office: 229-4872 Cell: 940-1937 E-Mail: jrodriguez@orovalleyaz.gov

Lynn Garcia, Administrator Coordinator – Town of Oro Valley
Office: 229-4875 E-Mail: lgarcia@orovalleyaz.gov
8. Map of Project Limits and Municipal Boundaries: **Attached**
9. Narrative description of scope of Project, what improvements are included and the intent of the Project (Discuss any problems and how Project addresses same).

Project Summary for Rancho Vistoso Sidewalk: The project consists of constructing a six (6) foot wide concrete sidewalk along Rancho Vistoso Boulevard from Vistoso Highland Drive to Morning Vista Drive. The sidewalk will provide a safe, all weather surface, ADA accessible pedestrian facility.

The estimated construction start date: January 1, 2014

The estimated construction completion date: April 30, 2014

10. Total maximum amount of Authority funding allowed for the Project or Project component under this Agreement. **\$150,000**

11. Total Project cost and breakdown of any other regional, local, federal and/or state funding, if applicable, to meet that cost.

RTA funds \$150,000
 Local Funds (please specify) _____
 Regional Funds (STP, 12%) _____
 Other (please specify) _____

12. Detailed Project budget and cost breakdown identifying total cost of eligible items sought for reimbursement from the Authority, including any proposed billing of staff time directly attributable to the Project.

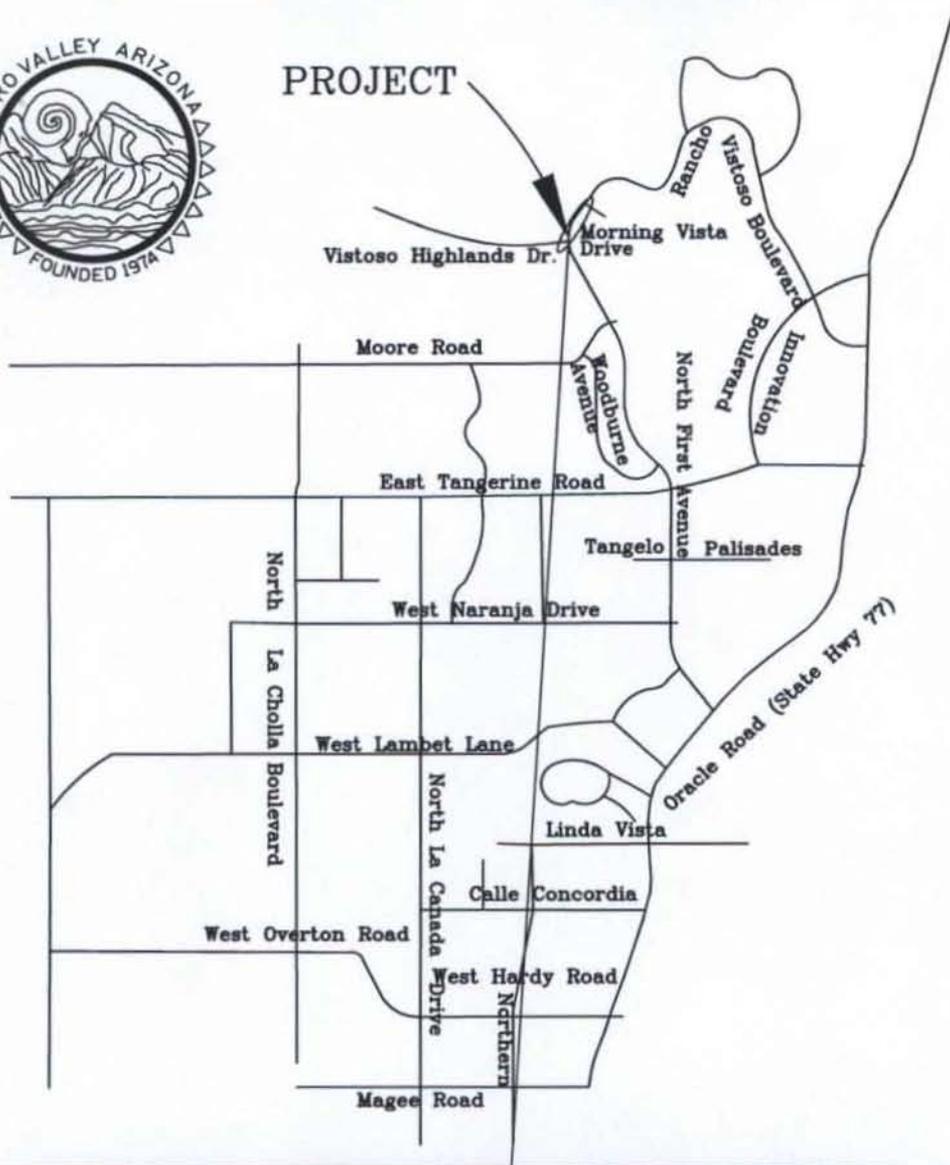
Item	Estimated In-House Staff Costs	Estimated Consultant/ Contractor Costs
Project Management	\$7,500	None
Design		\$15,000
Right-of-way acquisition	N/A	N/A
Construction	\$7,500	\$120,000
Design concept reports		
Environmental studies		
Bicycle lanes		
Pedestrian improvements		
Utility relocations		
Drainage improvements		
Noise, privacy, screen wall, and other buffers		
Environmental mitigation		
Public Art		
Public Outreach		
Critical wildlife linkages and trails		
Contingency		
Other (Specify)		
Sub Total	\$15,000	\$135,000
Total	\$150,000	

13. Identification of project phases or components not covered by this Agreement and the need for future agreements, if any, to cover those items. **N/A**

Rancho Vistoso Sidewalk Vistoso Highlands Dr. To Morning Vista Dr.



PROJECT





Town Council Regular Session

Item # 1.

Meeting Date: 10/02/2013

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

Department: Town Clerk's Office

Information

SUBJECT:

PUBLIC HEARING - DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR MOLINITO LOCATED AT 10180 N. ORACLE ROAD

RECOMMENDATION:

Staff recommends approval of this liquor license to the Arizona Department of Liquor Licenses and Control for the following reasons:

1. No protests to this license have been received.
2. The necessary background investigation was conducted by the Police Department.
3. The Police Department has no objections to the approval of the Series 12 Liquor License.

EXECUTIVE SUMMARY:

An application for a Series 12 (Restaurant) Liquor License has been submitted by Owner/Agent Wayne Hallquist for Molinito located at 10180 N. Oracle Road. This request is for a new series 12 liquor license.

Mr. Hallquist has submitted all necessary paperwork to the Town of Oro Valley and the Arizona Department of Liquor Licenses and Control, as well as has paid all related fees associated with applying for the liquor license (\$500 Application Processing Fee).

BACKGROUND OR DETAILED INFORMATION:

This non-transferable, on-site retail privileges liquor license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement shall result in revocation of the license.

In accordance with Section 4-201 of the Arizona Revised Statutes, the application was posted for 20 days on the premises of the applicant's property, ending September 4th, 2013. No protests were received during this time period.

Police Chief Daniel Sharp completed a standard background check on Molinito and Owner/Agent Wayne Hallquist and has no objection to the approval of the Series 12 (Restaurant) license.

FISCAL IMPACT:

Per Ordinance No. (O)11-16, The Town of Oro Valley charges a \$500 liquor license application processing fee to cover the costs incurred by the Town to process the application.

Per Section 8-2-6 Schedule of the Oro Valley Town Code, persons licensed by the State of Arizona to deal in spirituous liquor within the town shall pay an annual license fee of \$80.00 to the town.

SUGGESTED MOTION:

I MOVE to (recommend, deny) approval of the issuance of a Series 12 Liquor License to the Arizona Department of Liquor Licenses and Control for Wayne Hallquist and principals for Molinito located at 10180 N. Oracle Road.

Attachments

Molinito Restaurant Liquor License

DANIEL G. SHARP
CHIEF OF POLICE

TO: Mike Standish Deputy Town Clerk

FROM:  Daniel G. Sharp

DATE: 27 August 2013

RE: Background Investigation, Application for Liquor License
Molinito Restaurant
10180 N Oracle Rd

On 27 August 2013, the Oro Valley Police Department completed the standard background check on Molinito Restaurant and Owner/Agent Wayne Hallquist.

The Oro Valley Police Department has no objections to the issuing of a liquor license to Molinito Restaurant 10180 N Oracle Rd.

13 JUL 25 Liq. Dept PM1238

13 AUG 5 Liq. Dept PM 1:13

13 JUL 1 Liq. Dept PM1244

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

AUG 12 13PM 4:36 TOU

APPLICATION FOR LIQUOR LICENSE TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): RESTAURANT 12104250
2. Total fees attached: \$ _____ Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. HALLQUIST WAYNE LEE P 1000990
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: NUESTO MOLINITO, INC. B10501091
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: MOLINITO B1020494
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 10180 N. ORACLE RD ORO VALLEY PIMA 85704
(Do not use PO Box Number) City County Zip
5. Business Phone: 520 344-5678 Daytime Phone 520-245-6449 Email ELMOLINITO@MSN.COM
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 2323 N. PAUTANO RD. TUCSON, AZ 85715
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: <u>100</u>	<u>50.00</u>	<u>44.00</u>	<u>194.00</u>
Application	Interim Permit	Site Inspection	Finger Prints \$ TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: M.C Date: 8/7/2013 Lic. # 12104250

License Type: Series 12 Restaurant

This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement shall result in revocation of the license.



Town Council Regular Session

Item # **2.**

Meeting Date: 10/02/2013
Requested by: David Williams
Submitted By: Matt Michels, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR STONE CANYON ENCLAVE RESIDENTIAL SUBDIVISION

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

This project entails a single-family residential subdivision on 13 acres of vacant property. The proposed Conceptual Site Plan (Attachment 2) depicts 36 lots. The proposed lot sizes range from approximately 9,300 sq. ft. to 21,000 sq. ft. and will contain one-story homes.

The staff report to the CDRB is included as Attachment 3 and draft meeting minutes are included as Attachment 4.

BACKGROUND OR DETAILED INFORMATION:

The property is surrounded by the Stone Canyon Golf Course and is zoned Rancho Vistoso Planned Area Development. The existing zoning allows for the proposed use and additional details can be found in the CDRB staff report (Attachment 3). The applicant is requesting approval of a Conceptual Site Plan for a 36 lot single-family residential development.

Proposed Improvements

- 36 lot single-family residential subdivision
- Lot sizes ranging from 9,300 sq. ft. to 21,000 sq. ft.

Approvals to Date

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

Conceptual Site Plan

The Conceptual Site Plan depicts 36 single-family residential lots. Two points of ingress/egress are proposed; from Rock Haven Place on the south and Hohokam Village Place on the north. The plan features include curvilinear streets, several cul de sacs and landscaped traffic circles which will also serve as rainwater harvesting basins.

The property lies within the Golf Course Overlay Zone (GCOZ), which requires minimum setbacks between golf courses and residential property lines in order to protect property owners from errant golf balls and noise. The current lot configuration contains several encroachments into GCOZ setbacks (see Attachment 5). The applicant has agreed to reconfigure the lots in the Final Design to conform to GCOZ requirements and this condition has been included in Attachment 1.

CDRB

At the meeting on September 10th, the CDRB found that the Conceptual Site Plan is in substantial conformance with the Design Review Principles and applicable Design 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 June 25, 2013, and approximately 20 residents and interested parties attended. There were questions regarding building heights, open space, and the type of development proposed which are included in the neighborhood meeting summary notes (Attachment 6).

No correspondence has been received to date.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Conceptual Site Plan for Stone Canyon Enclave, subject to the conditions in Attachment 1, finding that the Conceptual Site Plan meets the applicable Design Principles and Standards.

OR

I MOVE to deny the Conceptual Site Plan for Stone Canyon Enclave, finding that the Conceptual Site Plan does not meet applicable Design Principles and Standards, specifically

_____.

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - Conceptual Site Plan

Attachment 3 - 9/10/13 CDRB Report

Attachment 4 - Draft CDRB Minutes

Attachment 5 - Golf Course Overlay Encroachment Exhibit

Attachment 6 - 6/25/13 Neighborhood Mtg. Summary

**Attachment 1
Conditions of Approval
Stone Canyon Enclave Conceptual Site Plan
OV1213-21
October 2, 2013, Town Council**

Planning:

The following condition is to be addressed with the Final Site Plan submittal:

1. Provide sidewalks throughout the development.
2. Lots shall be reconfigured to conform to the Golf Course Overlay Zone setback requirements.

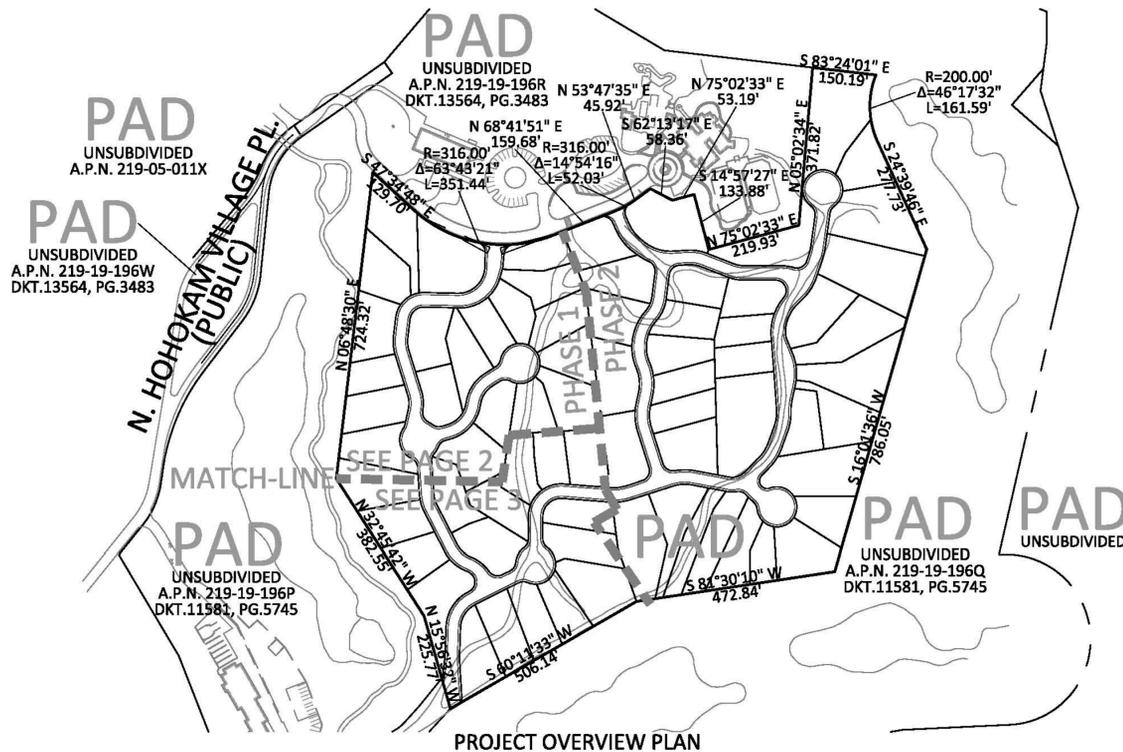
Engineering:

3. Detention basins are typically located within common areas, not individual lots as depicted within the Conceptual Site Plan (see lots 10 and 11). Easements and deed restrictions will be required for access, maintenance, and drainage accommodations for any basins operated and maintained within individual private lots unless they are relocated into common areas during the Final Design process.
4. Detention basins are depicted within the traffic circle areas on the Conceptual Site Plan. Verification shall be required during the Final Design stage to verify that the basins will drain within a 12 hour period and that they do not discharge directly into the street.
5. Verification that safe and efficient access is provided for all proposed lots will be required during the Final Design stage. Driveways or constructed obstructions shall not be permitted within areas of limited sight visibility.

GENERAL NOTES

1. THE GROSS AREA OF THE DEVELOPMENT SITE IS 12.98 ACRES (565,441 SF).
2. RESIDENTIAL UNITS PER ACRE = 2.77
3. TOTAL MILES OF NEW PUBLIC STREETS IS 0 MILES.
4. TOTAL MILES OF NEW PRIVATE STREETS IS 0.4 MILES.
5. THE GROSS AREA OF ALL IMPERVIOUS SURFACES IS 65,339 +/- SF.
6. THERE ARE NO ZONING VARIANCES OR MODIFICATIONS APPLICABLE TO THIS PROJECT.
7. ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING AND REVEGETATION BONDS MUST BE POSTED PRIOR TO ISSUANCE OF GRADING PERMITS.
8. MAXIMUM BUILDING HEIGHT PER THE PAD ZONING IS 30', TWO-STORIES. THE PROPOSED RESIDENCES WILL BE LIMITED TO SINGLE-STORY AT 23' OR LESS IN HEIGHT.
9. THIS PROJECT WAS DESIGNED TO MEET RIPARIAN HABITAT PROTECTION OVERLAY DISTRICT CRITERIA. XERORIPARIAN "C" LIES ON AT LEAST A PORTION OF LOTS 8, 9, 10, 12, 13, 14, AND 22.
10. AREA OF OPEN SPACE:
REQUIRED - 0%
PROVIDED - 22% (123,760 SF)
11. LANDSCAPED BUFFER-YARDS REQUIRED
NORTH (STREET) - 10' (INCLUDES SITE WALL)
EAST - 0'
SOUTH - 0'
WEST - 0'
12. REQUIRED BUILDING SETBACKS:
FRONT YARD - 20 FEET
SIDE YARD - 5 FEET (OR 0 FEET FOR A COMMON WALL)
REAR YARD - 10 FEET
PROVIDED BUILDING SETBACKS:
FRONT YARD - 20 FEET MIN.
SIDE YARD - 5 FEET MIN.
REAR YARD - 10 FEET MIN.
13. EXISTING ZONING IS PAD (PLANNED AREA DEVELOPMENT). UNDERLYING ZONING IS MDR (MEDIUM DENSITY RESIDENTIAL).
14. ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF A SEPARATE REVIEW AND APPROVAL PROCESS.
15. THIS PROJECT IS SUBJECT TO THE RANCHO VISTOSO PAD PROVISIONS.
16. THE DESIGN SPEED FOR NEW STREETS IS 15 MPH. THE DESIGN VEHICLE IS SU-30.
17. 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.
18. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
19. THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
20. THIS PROJECT WILL BE SERVED BY ORO VALLEY WATER UTILITY WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED 100 YEAR WATER SUPPLY BY THE DIRECTOR OF WATER RESOURCES. ANY AND ALL WELLS MUST BE ABANDONED PER ADWR REGULATIONS.
21. A LINE EXTENSION AGREEMENT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE BEFORE THIS PROJECT BEGINS.
22. ALL METERS SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THE CUSTOMER SIDE OF THE METER.
23. ALL FIRE SERVICES SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THEM.
24. 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.
25. APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
26. APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED THROUGHOUT 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.
27. 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.
28. THE INSTALLATION OF TRAFFIC CONTROL SIGNALING DEVICES AND/OR ELECTRICALLY OPERATED GATES ON FIRE APPARATUS ACCESS ROADS SHALL INCLUDE PREEMPTIVE CONTROL EQUIPMENT COMPATIBLE WITH THE FIRE DEPARTMENT'S EXISTING SYSTEM.
29. SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE OF BUILDING PERMITS.

CONCEPTUAL SITE PLAN for THE ENCLAVE AT STONE CANYON - PHASE I OV113-005



PROJECT OVERVIEW PLAN

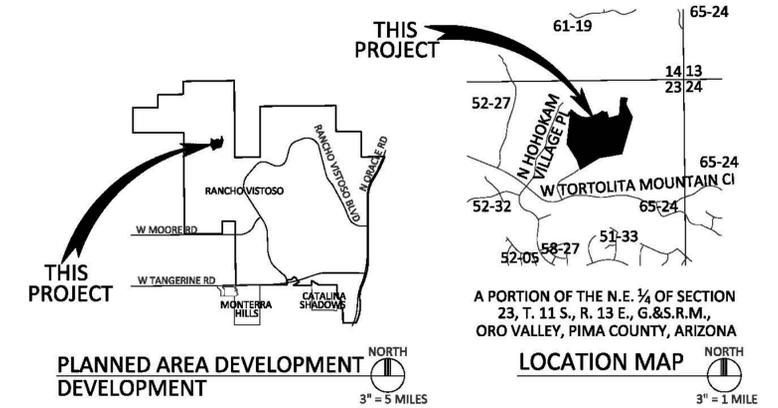
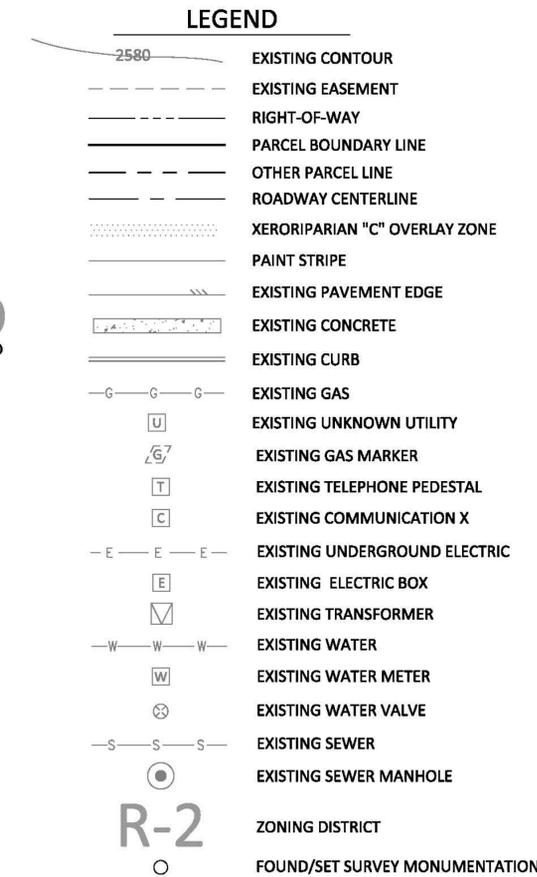
GENERAL NOTES cont'd

29. THE FOLLOWING CODES AND STANDARDS SHALL BE APPLICABLE TO THIS DEVELOPMENT:
A. 2006 INTERNATIONAL CODES WITH LOCAL AMENDMENTS.
B. 2005 NATIONAL ELECTRICAL CODE.
C. 2010 AMERICAN DISABILITIES ACT ACCESSIBILITY GUIDELINES.
D. GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS.
E. 2008 TOWN OF ORO VALLEY POOL CODE.
F. 2003 PC/COT STANDARD SPECIFICATIONS & DETAILS FOR PUBLIC IMPROVEMENTS.
G. 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL.
H. 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL.
I. TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED.
J. ORO VALLEY TOWN CODE, CURRENT REVISED.
30. FIRE HYDRANTS CONNECTED TO AN APPROVED WATER SUPPLY OF 1000 GPM FOR FIRE PROTECTION SHALL BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO SITE. TEMPORARY CONSTRUCTION OFFICE TRAILERS ARE CONSIDERED COMBUSTIBLE MATERIAL.
31. APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
32. APPROVED AUTOMATIC SPRINKLER SYSTEMS SHALL BE PROVIDED THROUGHOUT ALL ONE- AND TWO- FAMILY DWELLINGS AND TOWNHOUSES WHICH EXCEED 3,600 SQUARE FEET IN FIRE-FLOW CALCULATION AREA.
33. TEMPORARY STREET SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE OF VEHICLES. ALL STRUCTURES UNDER CONSTRUCTION SHALL BE CLEARLY IDENTIFIED WITH AN APPROVED ADDRESS.

RANCHO VISTOSO PAD REQUIREMENTS

1. NO MORE THAN 2 REDUCED SETBACK HOMES SHALL BE BUILT NEXT TO EACH OTHER.
2. TWO-STORY HOMES SHALL BE RESTRICTED AS FOLLOWS:
A. NO MORE THAN TWO SHALL BE BUILT ADJACENT TO EACH OTHER ALONG MAJOR STREETS
B. NO MORE THAN THREE SHALL BE BUILT ADJACENT TO EACH OTHER ALONG INTERIOR STREETS
C. SHALL NOT BE BUILT ON ALL CORNER LOTS
D. SHALL NOT BE BUILT ALONG GOLF COURSES
3. THE FRONT SETBACKS WILL VARY FOR 2 ABUTTING HOUSES
4. THE SIDE ENTRY GARAGES SHALL HAVE AN ARTICULATION (E.G. WINDOWS) ON THE SIDE FACING THE STREET.
5. THE GARAGES FOR THREE CARS SHALL HAVE THE THIRD PORTION OFFSET FROM THE OTHER TWO.
6. THE FRONT GARAGE(S) SHALL NOT CONSIST OF MORE THAN 50% OF THE TOTAL BUILDING FRONTAGE.
7. THE GARAGES SHALL NOT PROJECT MORE THAN 5-FEET IN FRONT OF A HOUSE (UNLESS SIDE-ENTRY).
8. THE SECOND STORY MUST HAVE LESS AREA THAN THE FIRST STORY IN ORDER TO REDUCE BUILDING MASS.
9. REDUCED SETBACKS ONLY APPLY TO HOMES WITH SIDE ENTRY GARAGE.

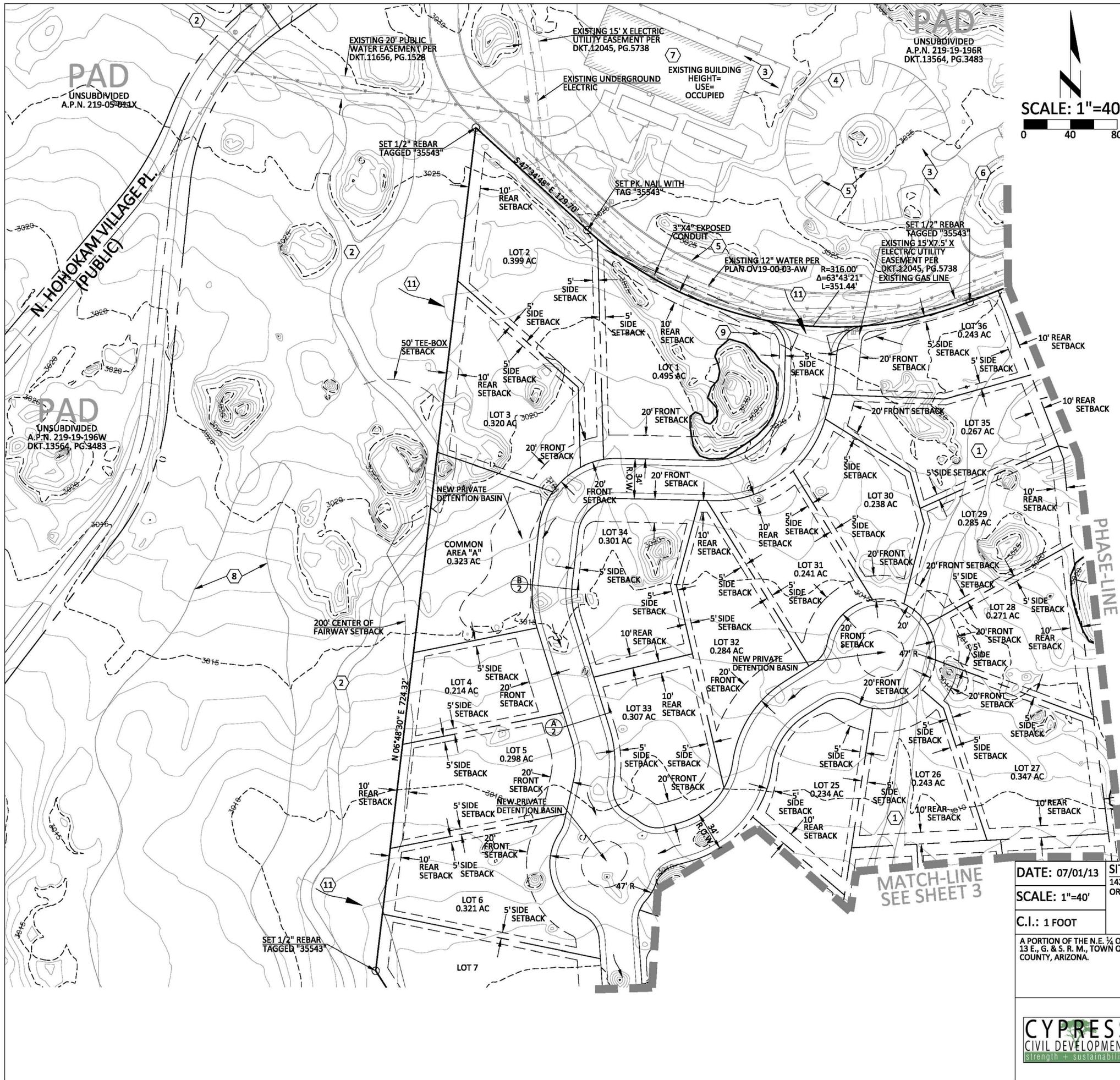
SCALE: 1"=200'



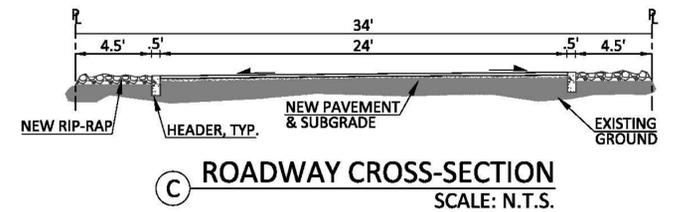
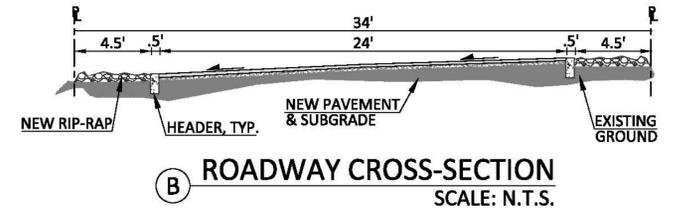
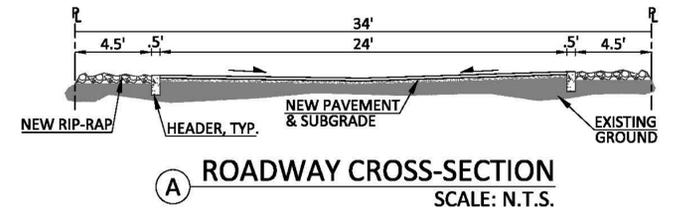
LOT AREA TABLE		
LOT #	AREA (SQ. FT.)	AREA (ACRES)
1	21,575	0.495
2	17,395	0.399
3	13,930	0.320
4	9,337	0.214
5	12,994	0.298
6	13,666	0.321
7	16,694	0.383
8	12,487	0.287
9	11,749	0.270
10	16,573	0.380
11	14,707	0.338
12	14,524	0.333
13	12,488	0.287
14	10,519	0.241
15	18,135	0.416
16	13,363	0.307
17	10,823	0.248
18	12,279	0.282
19	9,530	0.219
20	10,913	0.251
21	11,830	0.272
22	14,191	0.325
23	11,681	0.269
24	14,838	0.326
25	10,181	0.234
26	10,589	0.243
27	15,105	0.347
28	11,776	0.271
29	12,399	0.285
30	9,863	0.238
31	10,484	0.241
32	12,345	0.284
33	11,532	0.307
34	13,109	0.301
35	12,126	0.267
36	10,556	0.243
AVERAGE LOT AREA	12,675 SQ. FT.	(0.291 ACRES)

OV113-005 REF:

DATE: 07/01/13	SITE ADDRESS 14200 N. HOHOKAM VILLAGE PL. ORO VALLEY, ARIZONA 85755	DEVELOPER STONE MOUNTAIN BUILDERS LLC 700 E BROADWAY, SUITE 200 TUCSON, ARIZONA 85719 ATTN: DAVID WILLIAMSON P: (520) 404-7681	ARCHITECT DANIELLIAN ASSOCIATES ARCHITECTURE + PLANNING 60 CORPORATE PARK IRVINE, CA 92606 ATTN: ART DANIELLIAN P: (949) 474-6030																
SCALE: 1"=200'	<p align="center">CONCEPTUAL SITE PLAN for THE ENCLAVE AT STONE CANYON - PHASE I</p> <p align="center">cover sheet</p>																		
C.I.: N/A																			
<p>A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G. & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.</p> <p align="right">CYPRESS PROJECT NO: 12.038</p>																			
<p>2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com</p>		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISION	BY													<p align="center">1 OF 3</p>
NO.	DATE	REVISION	BY																



SCALE: 1"=40'
0 40 80



KEYNOTES

- ① EXISTING DIRT ROAD.
- ② EXISTING CART-PATH TO REMAIN.
- ③ EXISTING PAVEMENT TO REMAIN.
- ④ EXISTING STRIPING TO REMAIN.
- ⑤ EXISTING CURB TO REMAIN
- ⑥ EXISTING CONCRETE/SIDEWALK TO REMAIN.
- ⑦ EXISTING BUILDING TO REMAIN.
- ⑧ EXISTING GOLF COURSE TO REMAIN.
- ⑨ 15'x180' SIGHT VISIBILITY TRIANGLE.
- ⑩ 15'x140' SIGHT VISIBILITY TRIANGLE.
- ⑪ LOCATION OF OFF-SITE WATER SITE IMPACT.



OV113-005
REF:

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SCALE: 1"=40'			
C.I.: 1 FOOT			

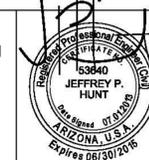
A PORTION OF THE N.E. ¼ OF SECTION 23, T. 11 S., R. 13 E., G. & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.

CONCEPTUAL SITE PLAN for THE ENCLAVE AT STONE CANYON - PHASE I
site plan (northwest) + cross section

CYPRESS PROJECT NO: 12.038



2102 north country club road
suite #9
tucson, arizona 85716
p: 520.991.5213
e: kmhall@cypresscivil.com



NO.	DATE	REVISION	BY
2			
OF			
3			



Conceptual Site Plan Conceptual Design Review Board Staff Report

2

CASE NUMBER: OV1213-21 Stone Canyon Enclave
MEETING DATE: September 10, 2013
AGENDA ITEM: 2
STAFF CONTACT: Matt Michels, Senior Planner
mmichels@orovalleyaz.gov (520) 229-4822

Applicant: Jeff Hunt, Cypress Civil Development
Request: **Conceptual Site Plan for 36 lot Single-family Development**
Location: East of Hohokam Village Place in the gated community of Stone Canyon, Rancho Vistoso Parcel 11-P.
Recommendation: Approve requested Conceptual Site Plan subject to conditions of Attachment 1

SUMMARY:

This project includes the development of a 13 acre property into a 36 lot single-family residential development. The CDRB review is focused on the fundamental elements of the Conceptual Site Plan, including: site layout; drainage/grading; connectivity; 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, 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 and Conceptual Landscape Plan is provided as Attachment 4.

BACKGROUND:

Land Use Context

The property is vacant and is zoned Rancho Vistoso Planned Area Development (PAD). The property is surrounded by an existing golf course and the Stone Canyon Fitness Center to the north. Surrounding the golf course are large-lot single-family homes to the west and south, vacant land to the east, and the golf club house to the northwest. A Zoning Map for the area is provided as Attachment 5. As can be seen on the Zoning Map, the site is designated Medium Density Residential (MDR).

Site Conditions

- Site is 13 acres
- Property is vacant
- Property is within the Golf Course Overlay Zone

Project Data Table

The table below summarizes the project data associated with the request.

	Allowed / Required	Proposed
Density (dwellings/acre)	3-6 d/ac or 78 homes	2.7 d/ac or 36 homes
Building Heights	30', two-stories	23', All lots limited to one-story
Lot Size Range	Minimum lot area: 5,000 square ft.	Average proposed lot area: 12,675 square ft. Minimum lot size: 9,337 square ft.
Open Space	None required	.3 acres

Approvals-To-Date

- RV PAD approved in 1987

Proposed Conceptual Site Plan

The Conceptual Site Plan (Attachment 3) depicts 36 single-family lots. Lot sizes vary between 9,300 square feet and 21,000 square feet. There are two points of egress/ingress; one at the southern end of the property off North Rock Haven Place, and one at the northern end of the property off Hohokam Village Place.

The proposed landscape concept depicts the general landscape design including rainwater harvesting basins within the common areas and traffic circle areas.

Major rock outcrops located within individual lots will be protected from development and preserved as open space.

DISCUSSION / ANALYSIS:

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:

Building orientation: the location, orientation and size of structures shall promote a complementary relationship of structures to one another.

Staff Commentary: The zoning permits medium density single-family detached residential homes. Surrounding lots in Stone Canyon are larger, generally one-half acre or greater. Although this subdivision is planned at a higher density than the remainder of Stone Canyon, a number of site features help transition the proposed development to lower-density development in the area, including:

- The property is surrounded on three sides by the Stone Canyon Golf Course.
- Land within the golf course overlay zone will be provided as common area and will serve as a buffer between the proposed development and neighboring residences.
- All lots will be limited to one-story, and less than 23 feet in height.

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. A cross section showing the relationship between the proposed homes and the adjacent fitness center and golf course is included as Attachment 6. Lots will be custom graded and will not require any major cuts or fills. The proposed development is exempt from the Environmentally Sensitive Lands (ESL) regulations as the Rancho Vistoso Planned Area Development zoning was approved prior to adoption of the ESL requirements.

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 to verify conformance with the Town's Drainage Criteria Manual. All post-development flow shall be mitigated and released in the same manner and quantity as the existing conditions.

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 Hohokam Village Place on the north and North Rock Haven Place on the south. A condition has been included in Attachment 1 to require sidewalks within this development. The sidewalks will provide pedestrian access to the adjacent Stone Canyon Fitness Center, common areas, and the golf course.

Golf Course Overlay Zone (GCOZ)

The property lies within the GCOZ, which requires minimum setbacks between golf courses and residential property lines to protect property owners from errant golf balls and nuisances. The current lot configuration contains several encroachments into GCOZ setbacks (see Attachment 7). The applicant has agreed to reconfigure the lots in the Final Design to conform to GCOZ requirements. Lots 9 and 10 will require significant reconfiguration and may result in the loss of one lot. A condition has been added to Attachment 1 to reflect this requirement.

RV PAD Analysis

The Conceptual Site Plan is in conformance with the Rancho Vistoso MDR (Medium Density Residential) development standards, specifically the provisions for density, building setbacks, building heights, and lot sizes.

Recreation Area

No formal recreation area is required as the Rancho Vistoso PAD designates recreation areas for the entire development. Although no formal recreation area has been provided, the site is located adjacent to the Stone Canyon Fitness Center and is adjacent to the Stone Canyon Golf Course.

Traffic

The proposed subdivision will provide future residents with two access points, one to the north and one to the southwest corner of the property. Off-site roadway improvements will be limited to tying into the existing private streets to the north and southwest of the project.

The generation of traffic from the proposed subdivision will be in line with other subdivisions of the same size and character which are generally known to produce a low

of Rancho Vistoso have existing capacity to accommodate the slight increase of traffic volume generated by the proposed subdivision without degrading current levels of service. All proposed roadway improvements will be designed to meet minimum Town and Golder Ranch Fire standards to accommodate the turning radius requirements of an SU-30 design vehicle.

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 Meeting

A neighborhood meeting was held on June 25, 2013. Approximately 20 residents attended the meeting and had concerns with the proposed lot sizes and setbacks. A copy of the neighborhood meeting summary notes are attached (see Attachment 8).

No correspondence has been received to date.

RECOMMENDATION:

Based on a finding that the Conceptual Site Plan is in conformance with the Rancho Vistoso Planned Area Development and the Oro Valley 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 under case OV1213-21, subject to the conditions on Attachment 1.

SUGGESTED MOTIONS:

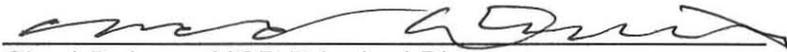
I move to recommend approval of the Conceptual Site Plan subject to the conditions in Attachment 1, finding that the proposed Conceptual Site Plan for Stone Canyon Enclave is in conformance with the Rancho Vistoso Planned Area Development and the Oro Valley Design Principles and applicable Design Standards.

OR

I move to recommend denial of the Conceptual Site Plan for Stone Canyon Enclave finding that it is not in conformance with the Rancho Vistoso Planned Area Development and the Oro Valley Design Principles and applicable Design Standards, specifically

ATTACHMENTS:

1. Conditions of Approval
2. Location Map
3. Proposed Conceptual Site Plan
4. Landscape Plan
5. Zoning Map
6. Cross Section
7. Golf Course Overlay Zone Encroachment Exhibit
8. Neighborhood Meeting Summary Notes


Chad Daines, AICP Principal Planner

MINUTES
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD
REGULAR SESSION
SEPTEMBER 10, 2013
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

2. REQUEST FOR APPROVAL OF A CONCEPTUAL SITE PLAN FOR STONE CANYON ENCLAVE, LOCATED EAST OF HOHOKAM VILLAGE PLACE AND TORTOLITA MOUNTAIN CIRCLE, OV1213-21.

Matt Michels, Senior Planner, presented his staff report which detailed the following information:

- Location Map
- Location Map 2
- Conceptual Design Review PAD
- Development Standards
- Conceptual Site Plan
- Neighborhood Concerns
- Recommendation

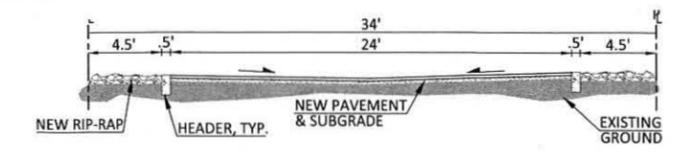
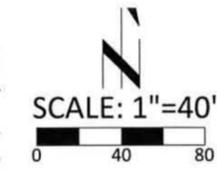
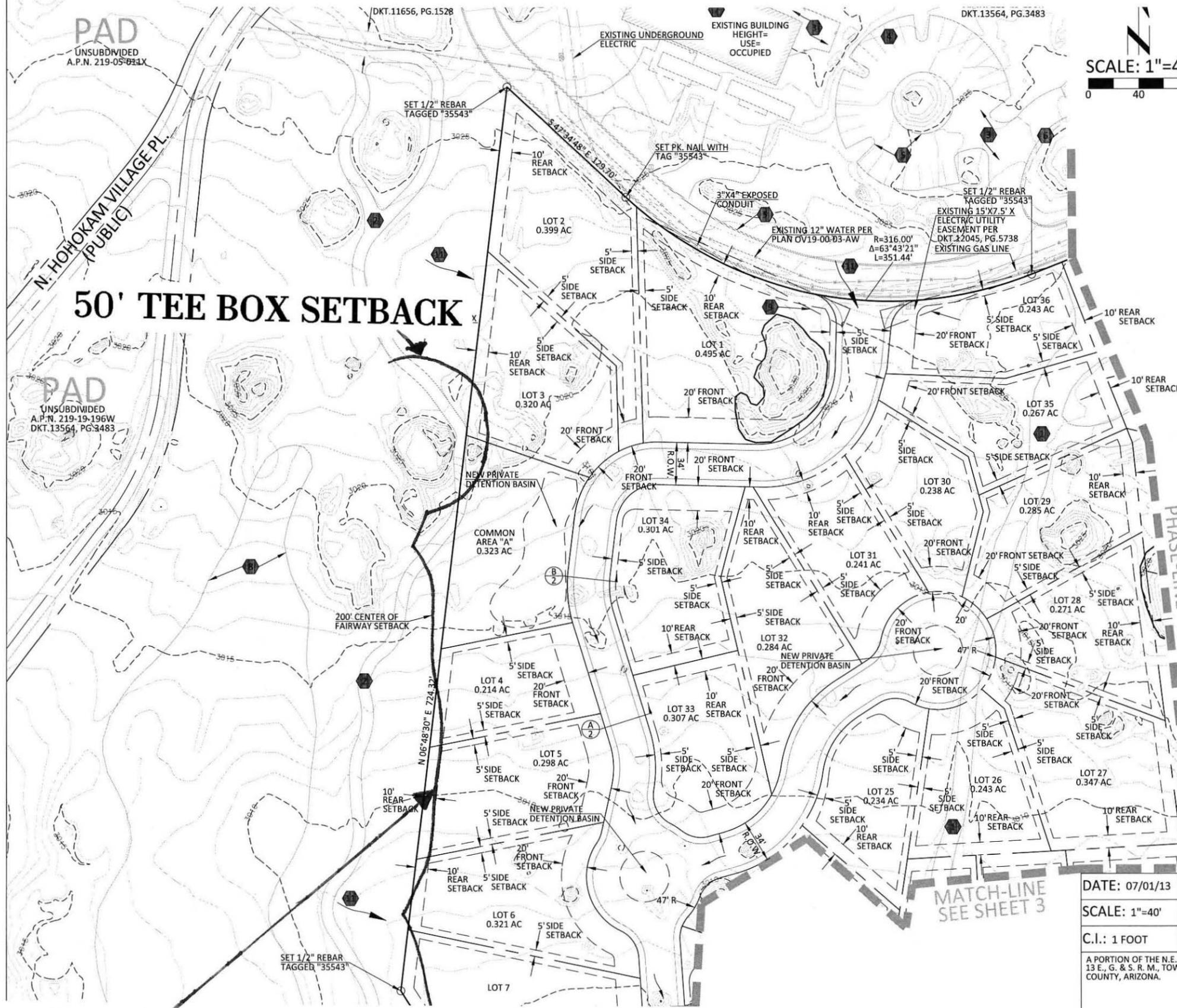
Jeff Hunt, Cypress Civil Development, Civil Engineer and Principal Engineer, applicant for this proposed development stated the engineers and architects are interested in preserving as much open space as possible. Each lot will be individually graded and have its own individual drainage plan. The proposed site will blend with the existing homes and architecture in the Stone Canyon area.

MOTION: A motion was made by David Adler, Vice-Chairman and seconded by Kit Donley, Member to Approve Subject to the conditions in Attachment 1

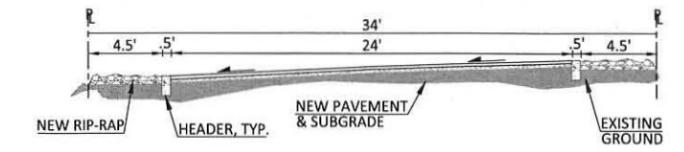
MOTION carried, 7-0.

GOLF COURSE OVERLAY ZONE ENCROACHMENT EXHIBIT

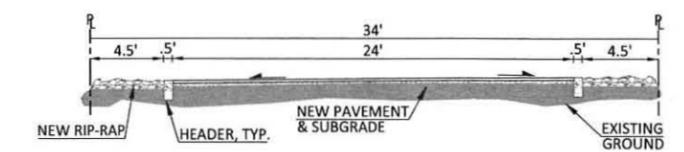
ATTACHMENT 7



(A) ROADWAY CROSS-SECTION
SCALE: N.T.S.



(B) ROADWAY CROSS-SECTION
SCALE: N.T.S.



(C) ROADWAY CROSS-SECTION
SCALE: N.T.S.

KEYNOTES

- ① EXISTING DIRT ROAD.
- ② EXISTING CART-PATH TO REMAIN.
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- ⑨ 15'x180' SIGHT VISIBILITY TRIANGLE.
- ⑩ 15'x140' SIGHT VISIBILITY TRIANGLE.
- ⑪ LOCATION OF OFF-SITE WATER SITE IMPACT.



50' TEE BOX SETBACK

200' CENTER OF FAIRWAY SETBACK

OV113-005
REF:

DATE: 07/01/13	SITE ADDRESS 14200 N. HOHOKAM VILLAGE PL. ORO VALLEY, ARIZONA 85755	DEVELOPER STONE MOUNTAIN BUILDERS LLC 700 E BROADWAY, SUITE 200 TUCSON, ARIZONA 85719 ATTN: DAVID WILLIAMSON P: (520) 404-7681	ARCHITECT DANIELLIAN ASSOCIATES ARCHITECTURE + PLANNING 60 CORPORATE PARK IRVINE, CA 92606 ATTN: ART DANIELLIAN P: (949) 474-6030
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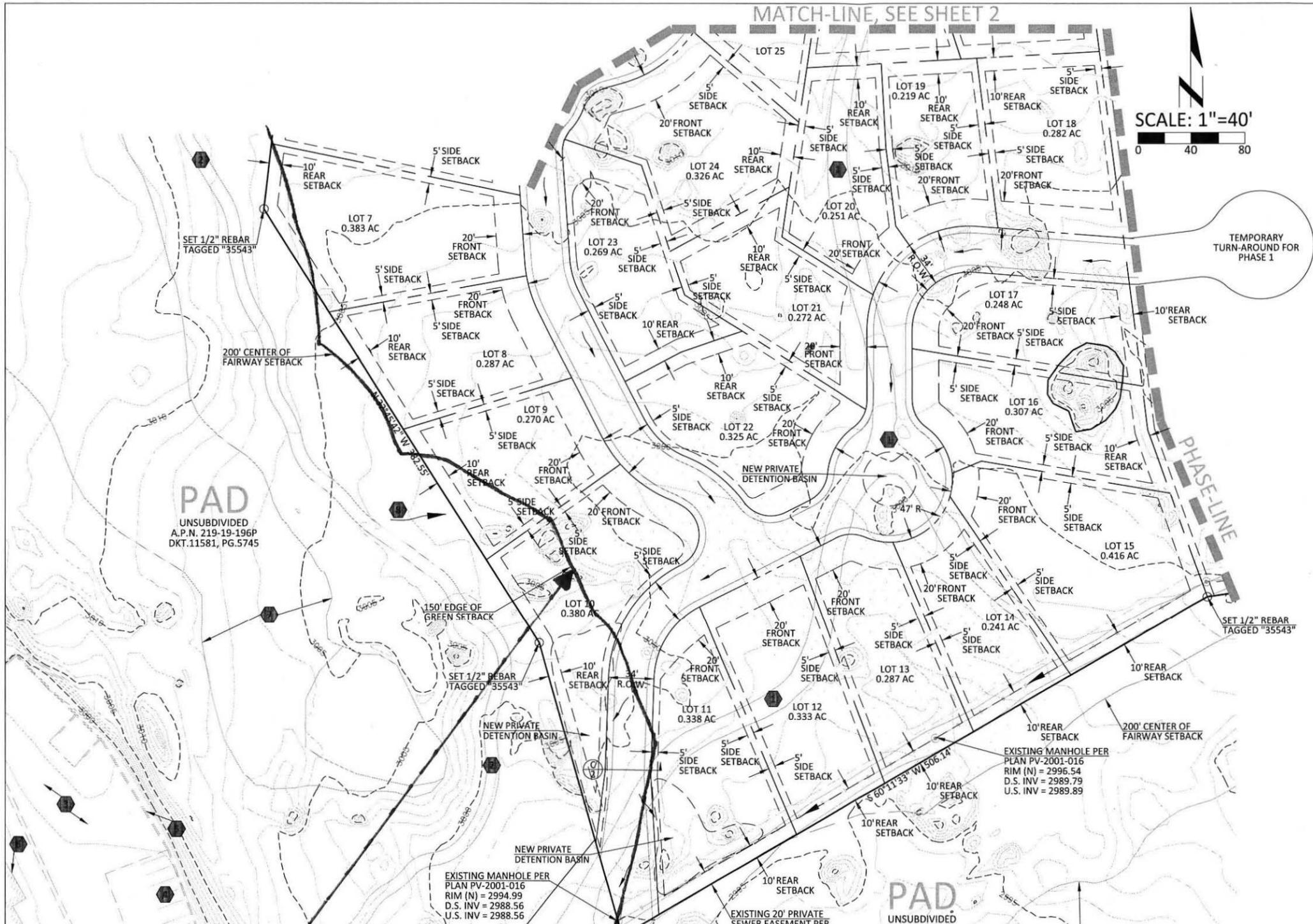
CONCEPTUAL SITE PLAN for THE ENCLAVE AT STONE CANYON - PHASE I
site plan (northwest) + cross section

CYPRESS PROJECT NO: 12.038

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	NO.	DATE	REVISION	BY													
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3																	

MATCH-LINE, SEE SHEET 2

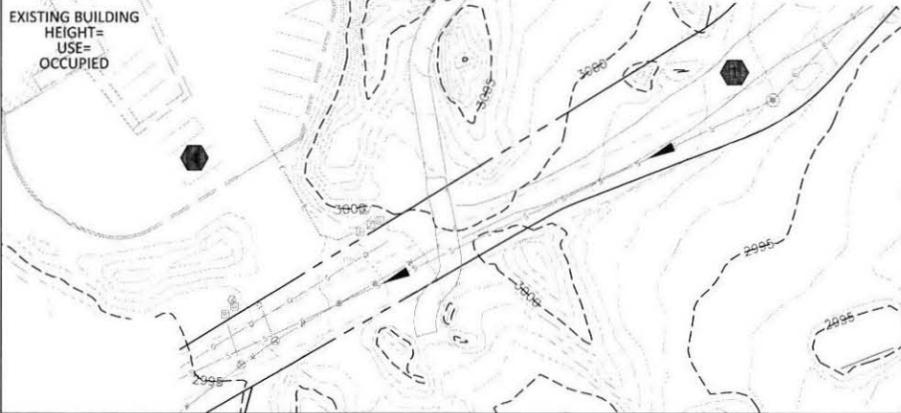
SCALE: 1"=40'
0 40 80



- KEYNOTES**
- 1 EXISTING DIRT ROAD.
 - 2 EXISTING CART-PATH TO REMAIN.
 - 3 EXISTING PAVEMENT TO REMAIN.
 - 4 EXISTING STRIPING TO REMAIN.
 - 5 EXISTING WALL TO REMAIN.
 - 6 EXISTING BUILDING TO REMAIN.
 - 7 EXISTING GOLF COURSE TO REMAIN.
 - 8 LOCATION OF OFF-SITE WATER SITE IMPACT.



200' CENTER OF FAIRWAY SETBACK



OV113-005
REF:

DATE: 07/01/13	SITE ADDRESS 14200 N. HOHOKAM VILLAGE PL. ORO VALLEY, ARIZONA 85755	DEVELOPER STONE MOUNTAIN BUILDERS LLC 700 E BROADWAY, SUITE 200 TUCSON, ARIZONA 85719 ATTN: DAVID WILLIAMSON P: (520) 404-7681	ARCHITECT DANIELLIAN ASSOCIATES ARCHITECTURE + PLANNING 60 CORPORATE PARK IRVINE, CA 92606 ATTN: ART DANIELLIAN P: (949) 474-6030
SCALE: 1"=40'			
C.I.: 1 FOOT			

A PORTION OF THE N.E. 1/4 OF SECTION 23, T. 11 S., R. 13 E., G. & S. R. M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.

CONCEPTUAL SITE PLAN for THE ENCLAVE AT STONE CANYON - PHASE I
site plan (southwest)

CYPRESS PROJECT NO: 12.038

<p>2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com</p>		NO.	DATE	REVISION	BY	

Neighborhood Meeting Summary
The Enclave at Stone Canyon
June 25, 2013
6:00 – 7:00 PM
Oro Valley Library

1. Introductions and Welcome

Chad Daines introduced the Oro Valley staff David Laws, Permitting Manager, Hillary Turby, Senior Planner, and Matt Michaels, Senior Planner. Approximately 20 residents and interested parties attended the meeting, including Town Manager Greg Caton, Council Members Joe Hornat and Lou Waters, Conceptual Design Review Board Member Kit Donley, and Board of Adjustment Member Stephen Roach.

2. Staff Presentation

Project Manager, Hillary Turby, provided a presentation that included:

- Conceptual Design Review Process
- Review Tools
- Public Participation Opportunities
- Next Steps

3. Applicant Presentation

The Jeff Hunt, from the project team, provided a presentation that included:

- History of the property
- Proposed Conceptual Site Plan

4. Public Comments and Questions

- A question was asked concerning lot sizes.
 - The applicant responded that they would be between 9,000 and 10,000 the average being 9,500 square feet.
- A question was asked about showing buildable envelopes on the site plan.
 - The applicant noted that they would be shown on the formal submittal.
- A member of the public asked if the applicant would be seeking any variances.
 - The applicant responded that they would not be seeking any variances.
- A member of the public asked if about Finished Floor Elevations.
 - The applicant responded that they would not be doing any significant cutting or filling on the site, and the Finished Floor Elevations would not be significantly different than the current elevation of the terrain.
- A member of the public asked if about building height.
 - The proposed homes would be limited to a single story.
- A member of the public asked about spec. homes.

- The applicant responded that they would be building at least one spec. home on the property.
- A question was asked about setbacks.
 - Per the Rancho Vistoso PAD, Medium Density Residentially zoned areas are required to abide by the following setback requirements:
 - Front: 20 feet
 - Side: 5 feet or 0 feet for common wall on zero lot line development
 - Rear: 10 feet
- A question was asked about the width of each lot.
 - The applicant responded that each lot was approximately 70 feet wide.
- A member of the public asked about front yard landscaping.
 - The applicant responded that no landscaping had yet been developed, but that they would be working with Norris Design, a Landscape Architecture Firm.
- A question was asked about front entry garages.
 - The applicant responded that the homes would have front entry garages.
 - Staff responded that the applicant would have to abide by Oro Valley Design Standards which dictate that garage doors should consist of not more than 50% of the total building frontage.
 - Additionally, side door garage entries are allowed.
- A question was asked regarding the amount of open space required for this development.
 - The applicant responded that they would be providing approximately 20% open space.
 - Per the Oro Valley PAD no additional open space or recreation area is required for this development.
 - Staff also added that the western most edge of the development would have to abide by the Town's Golf Course Overlay Zone. This zone requires specific setbacks to protect properties from errant golf balls.
- A member of the public asked about where the construction entrance would be located.
 - The applicant responded that the construction entrance would be located south of the site near the golf storage facility.
- A question was asked if someone could purchase multiple lots but only build on one.
 - The applicant responded that they would consider those types of proposals, but did not want to interrupt the integrity of the neighborhood.

5. Next Steps

- The next steps include:
 - Formal application
 - Staff review
 - Conceptual Design Review Board Meeting
 - Town Council Public Hearing

For more information, please contact Hillary Turby, Senior Planner, at (520) 229-4847 or hturby@orovalleyaz.gov.