

**AGENDA  
ORO VALLEY TOWN COUNCIL  
REGULAR SESSION  
June 3, 2015  
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**

**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. 2015 Summer Transportation Art by Youth update

**CONSENT AGENDA**

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

- A. Fiscal Year 2014/15 Financial Update through March 2015
- B. Resolution No. (R)15-38, authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County, extending the terms of the existing IGA for Pima County to provide street naming and addressing services
- C. Resolution No. (R)15-39, authorizing and approving the Town of Oro Valley to enter into a development agreement between the Town of Oro Valley and the El Conquistador Resort Patio Homes Association, Inc. for Police Department Traffic Enforcement on private streets

- D. Resolution No. (R)15-40, approving changes to Personnel Policy 19 - Training Employees and Reimbursement for Educational Expenses

## REGULAR AGENDA

1. PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 9S (LIQUOR STORE WITH SAMPLING PRIVILEGES) LIQUOR LICENSE FOR WALMART SUPERCENTER #4264 LOCATED AT 7951 N. ORACLE ROAD
2. PUBLIC HEARING: RESOLUTION NO. (R)15-43, APPROVING THE ADOPTION OF THE FINAL BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2015/16, INCLUDING APPROVAL OF THE 15-YEAR CAPITAL IMPROVEMENT PLAN (CIP) FROM FY 2015/16 THROUGH FY 2029/30
3. MOTION FOR RECONSIDERATION OF THE MAY 20, 2015 APPROVAL OF ORDINANCE NO. (O)15-08, SPECIFICALLY RELATING TO ILLUMINATED SIGNS
4. RESOLUTION NO. (R)15-41, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE GREATER ORO VALLEY CHAMBER OF COMMERCE
5. RESOLUTION NO. (R)15-42, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU (VISIT TUCSON)
6. DISCUSSION AND POSSIBLE ACTION REGARDING A CONCEPTUAL SITE PLAN AND ARCHITECTURE FOR A 1,450 SQUARE FOOT ADDITION TO THE EXISTING CATHEY'S SEW AND VAC LOCATED AT 8700 NORTH ORACLE ROAD

**FUTURE AGENDA ITEMS** (The Council may bring forth general topics for future meeting agendas. Council may not discuss, deliberate or take any action on the topics presented pursuant to ARS 38-431.02H)

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

## ADJOURNMENT

POSTED: 5/27/15 at 5:00 p.m. by mrs

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

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

## ***INSTRUCTIONS TO SPEAKERS***

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

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

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

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

**Thank you for your cooperation.**



## **Town Council Regular Session**

**Item # 1.**

**Meeting Date:** 06/03/2015  
2015 Summer Transportation Art by Youth Update

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### **Information**

#### **Subject**

2015 Summer Transportation Art by Youth update

#### **Summary**

The Southern Arizona Arts and Cultural Alliance (SACCA) in association with Town staff, on May 7<sup>th</sup>, selected the team of Hiro Tashima and James E Butler as the artist to lead a team of 10 to 12 students in the development of art work near the entrance of Naranja Park. With over 37 years of combined experience working with youth artists, this artist team will bring an exciting art concept to the Town of Oro Valley Naranja Park entrance. This presentation will introduce the team and the concept to the Mayor and Council as well as the community.

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**Town Council Regular Session**

**Item # A.**

**Meeting Date:** 06/03/2015

**Requested by:** Stacey Lemos

**Submitted By:** Wendy Gomez, Finance

**Department:** Finance

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**Information**

**SUBJECT:**

Fiscal Year 2014/15 Financial Update through March 2015

**RECOMMENDATION:**

This item is for information only.

**EXECUTIVE SUMMARY:**

In the General Fund (see attachment A), revenues collected through March totaled \$23.5 million or 72.7% of the budget amount of \$32.3 million. Year-to-date expenditures through March totaled \$23.9 million or 71.1% of the budget amount of \$33.7 million. Please note that transfers out now include the Council-approved loan of \$1.2 million to the Community Center & Golf Fund. The budget also includes a transfer out of one-time revenues in the amount of \$2.7 million to the General Government CIP Fund for capital projects. Please note that year-to-date expenditures include approximately two-thirds of this budgeted transfer out to the General Government CIP Fund of about \$1,740,000.

In the Highway Fund (see attachment B), revenues collected through March totaled \$2.2 million or 75.4% of the budget amount of \$3.0 million. Year-to-date expenditures through March totaled \$2.3 million or 52.9% of the budget amount of \$4.4 million. It is important to note that the Highway Fund budget includes the planned use of \$1.4 million in reserves, as all construction sales tax revenues are now fully accounted for in the General Fund.

In the Bed Tax Fund (see attachment C), revenues collected through March totaled \$599,764 or 63.2% of the budget amount of \$949,000. Year-to-date expenditures through March totaled \$548,878 or 57.1% of the budget amount of \$961,000.

**BACKGROUND OR DETAILED INFORMATION:**

**GENERAL FUND**

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

Revenues	\$31,689,850
<u>Less:</u>	
Expenditures	(\$32,825,404) (A)
<u>Less:</u>	
Approved Use of Contingency	(\$ 300,000) **
Est. Decrease in Fund Balance	(\$ 1,435,555)

(A) Includes Council-approved loan of \$1.2 million to the Community Center & Golf Fund

\*\* Council-approved payment to Public Safety Personnel Retirement System (PSPRS)

### **General Fund Revenues**

- Local sales tax collections in the General Fund total \$11.6 million or 74.0% of the budget amount of \$15.7 million. Sales tax collections in the General Fund are estimated to come in below budget by approximately \$314,000 or 2.0% based on current collections-to-date trending slightly below budgeted levels. Please see Attachment E for a monthly tracking of General Fund local sales tax collections, including construction and utility sales tax.
- License and permit revenues are estimated to come in under budget by about \$300,000 or 16.7% due primarily to single family residential (SFR) permitting trends. A total of 135 SFR permits are projected for FY 14/15, compared to the 200 that were budgeted.
- Federal grant revenues are estimated to come in over budget by about \$67,000 or 11.3% due to grant funds received for a Police DUI Tahoe and hosting of collision investigation training classes funded by the Governor's Office of Highway Safety.
- State grant revenues are estimated to come in under budget by about \$225,000 or 14.0%. Of this amount, approximately \$105,000 reflects RTA reimbursements for Transit, which corresponds to estimated expenditure savings. Capacity of \$75,000 was placed in the budget for potential funding of a new school resource officer and is not expected to be utilized this fiscal year. Corresponding personnel savings of \$75,000 is included in the Police Department's year-end estimated expenditures. Finally, capacity of \$50,000 was placed in the budget for a potential Steam Pump Ranch grant from Freeport McMoran, which the Town does not expect to receive.
- Charges for Services revenues are estimated to come in over budget by about \$183,000 or 10.9% due to revenue trends at the Aquatic Center, zoning & subdivision fees, engineer plan review fees and user fee revenues for field and court rentals.
- Fine revenues are estimated to come in under budget by \$40,000 or 22.2% based on current trends and citation filings.

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

### **General Fund Expenditures**

- Expenditures are estimated to come in under budget by approximately \$830,000 or 2.5% due to projected personnel vacancy savings, as well as projected operations and maintenance (O&M) savings by departments. Due to the observed slowdown in revenue collections, with a considerable amount classified as one-time, the estimated transfer to the General Government CIP Fund for one-time capital projects has been reduced by \$120,000, which will not affect current year budgeted projects, but rather the banking of funds for the future PD Property ID and Substation Building. The timeline on this project is likely to be extended out further, as efforts on securing a building location are still underway.

## **HIGHWAY FUND**

### **Highway Fund Revenues**

- State shared highway user revenue funds (HURF) total \$2.1 million or 74.8% of the budget amount of \$2.8 million. Highway Fund revenues in total are expected to come in over budget by about \$133,000 or 4.5%, due primarily to HURF revenues. These revenues are up nearly 9% over last fiscal year due to economic growth and Senate Bill 1487, which allocated additional monies to

HURF for FY 14/15. The year-end estimate for HURF revenues was provided by the League of Arizona Cities & Towns.

### **Highway Fund Expenditures**

- Expenditures are estimated to come in under budget by about \$289,000 or 6.6%. This is due in large part to capacity of \$180,000 for the Tangerine Access to Safeway (1st Ave) CIP project, which is expected to rollover into FY 15/16, as well as projected division O&M savings. Note these savings are estimates and are subject to change.

### **BED TAX FUND**

#### **Bed Tax Revenues**

- Bed tax revenues total \$595,051 or 63.0% of the budget amount of \$945,000 and are estimated to come in on budget at this time.

#### **Bed Tax Fund Expenditures**

- Expenditures are estimated to come in under budget by about \$15,000 or 1.5%, due to projected O&M and personnel vacancy savings. Note these savings are estimates and are subject to change.

Please see Attachments A, B, and C for additional details on the General Fund, Highway Fund and Bed Tax Fund respectively. See Attachment D for a fiscal year-to-date consolidated summary of all Town funds. In addition, as noted earlier, Attachment E includes a breakdown of monthly local sales tax collections for the General Fund.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

This item is for information only.

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### **Attachments**

[Attachment A - General Fund](#)

[Attachment B - Highway Fund](#)

[Attachment C - Bed Tax Fund](#)

[Attachment D - Summary All Funds](#)

[Attachment E - GF Local Sales Tax](#)

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**General Fund**

*% Budget Completion through March --- 75.0%*

	Actuals thru 3/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
<b>REVENUES:</b>					
LOCAL SALES TAX	11,600,450	15,676,905	74.0%	15,362,467	-2.0%
LICENSES & PERMITS	1,172,001	1,805,547	64.9%	1,504,226	-16.7%
FEDERAL GRANTS	494,526	597,365	82.8%	664,804	11.3%
STATE GRANTS	900,915	1,607,300	56.1%	1,382,155	-14.0%
STATE/COUNTY SHARED	7,602,237	10,303,762	73.8%	10,303,762	0.0%
OTHER INTERGOVERNMENTAL	10,000	15,000	66.7%	15,000	0.0%
CHARGES FOR SERVICES	1,402,334	1,688,995	83.0%	1,872,351	10.9%
FINES	109,096	180,000	60.6%	140,000	-22.2%
INTEREST INCOME	91,466	81,125	112.7%	92,000	13.4%
MISCELLANEOUS	84,473	135,000	62.6%	168,085	24.5%
TRANSFERS IN	-	185,000	0.0%	185,000	0.0%
<b>TOTAL REVENUES</b>	<b>23,467,497</b>	<b>32,275,999</b>	<b>72.7%</b>	<b>31,689,850</b>	<b>-1.8%</b>

	Actuals thru 3/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
<b>EXPENDITURES:</b>					
COUNCIL	163,886	207,022	79.2%	203,847	-1.5%
CLERK	281,349	497,102	56.6%	381,802	-23.2%
MANAGER	523,471	721,724	72.5%	716,195	-0.8%
HUMAN RESOURCES	247,649	371,998	66.6%	353,929	-4.9%
FINANCE	524,015	748,060	70.0%	729,482	-2.5%
INFORMATION TECHNOLOGY	980,634	1,432,374	68.5%	1,412,183	-1.4%
GENERAL ADMINISTRATION	1,218,643	1,867,600	65.3%	1,805,600	-3.3%
LEGAL	519,497	756,855	68.6%	732,405	-3.2%
COURT	535,191	789,826	67.8%	776,499	-1.7%
DEV & INFRASTRUCTURE SVCS	3,072,757	4,564,803	67.3%	4,254,061	-6.8%
PARKS & RECREATION	1,941,504	2,722,617	71.3%	2,721,752	0.0%
POLICE	10,813,792	14,885,819	72.6%	14,766,684	-0.8%
TRANSFERS OUT (A)	3,101,497	4,090,965	75.8%	3,970,965	-2.9%
<b>TOTAL EXPENDITURES</b>	<b>23,923,886</b>	<b>33,656,765</b>	<b>71.1%</b>	<b>32,825,404</b>	<b>-2.5%</b>

**SURPLUS / (DEFICIT) (456,388) (1,380,766) (1,135,555)**

**BEGINNING FUND BALANCE 11,534,023**

**Plus: Surplus / (Deficit) (1,135,555)**

**Less: Approved Use of Contingency Reserves during FY 14/15 - payment to PSPRS (300,000)**

**ENDING FUND BALANCE \*\* 10,098,468**

\* Year-end estimates are subject to further revision

\*\* Ending fund balance amounts are estimates and are subject to further revision

**(A) Includes Council-approved loan of \$1.2 million to Community Center and Golf Fund**



**Highway Fund**

*% Budget Completion through March --- 75.0%*

**REVENUES:**

LICENSES & PERMITS  
 STATE/COUNTY SHARED  
 CHARGES FOR SERVICES  
 INTEREST INCOME  
 MISCELLANEOUS  
**TOTAL REVENUES**

Actuals thru 3/2015	Budget	% Actuals to Budget
43,746	52,000	84.1%
2,061,424	2,754,947	74.8%
97,119	129,493	75.0%
23,824	19,250	123.8%
8,852	10,000	88.5%
<b>2,234,964</b>	<b>2,965,690</b>	<b>75.4%</b>

Year End Estimate *	YE % Variance to Budget
52,000	0.0%
2,882,445	4.6%
129,493	0.0%
25,000	29.9%
10,000	0.0%
<b>3,098,938</b>	<b>4.5%</b>

**EXPENDITURES:**

ADMINISTRATION  
 TRANSPORTATION ENGINEERING  
 PAVEMENT MANAGEMENT  
 STREET MAINTENANCE  
 TRAFFIC ENGINEERING  
**TOTAL EXPENDITURES**

Actuals thru 3/2015	Budget	% Actuals to Budget
363,310	610,478	59.5%
376,474	537,275	70.1%
421,623	1,219,002	34.6%
733,106	1,053,631	69.6%
407,143	934,276	43.6%
<b>2,301,655</b>	<b>4,354,662</b>	<b>52.9%</b>

Year End Estimate *	YE % Variance to Budget
596,169	-2.3%
527,433	-1.8%
1,161,843	-4.7%
1,032,201	-2.0%
747,782	-20.0%
<b>4,065,428</b>	<b>-6.6%</b>

**SURPLUS / (DEFICIT)**

**(66,691)**

**(1,388,972)**

**(966,490)**

**BEGINNING FUND BALANCE**

**4,175,161**

**Plus: Surplus / (Deficit)**

**(966,490)**

**ENDING FUND BALANCE \*\***

**3,208,671**

\* Year-end estimates are subject to further revision

\*\* Ending fund balance amounts are estimates and are subject to further revision



**Bed Tax Fund**

*% Budget Completion through March --- 75.0%*

**REVENUES:**

BED TAXES  
 INTEREST INCOME  
**TOTAL REVENUES**

Actuals thru 3/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
595,051	944,571	63.0%	944,571	0.0%
4,712	4,125	114.2%	6,000	45.5%
<b>599,764</b>	<b>948,696</b>	<b>63.2%</b>	<b>950,571</b>	<b>0.2%</b>

**EXPENDITURES:**

ECONOMIC DEVELOPMENT  
 TRANSFERS OUT  
**TOTAL EXPENDITURES**

Actuals thru 3/2015	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
381,335	608,457	62.7%	593,658	-2.4%
167,543	352,543	47.5%	352,543	0.0%
<b>548,878</b>	<b>961,000</b>	<b>57.1%</b>	<b>946,201</b>	<b>-1.5%</b>

**SURPLUS / (DEFICIT)**

**50,886      (12,304)**

**4,370**

***BEGINNING FUND BALANCE***

***425,099***

***Plus: Surplus / (Deficit)***

***4,370***

***ENDING FUND BALANCE \*\****

***429,469***

\* Year-end estimates are subject to further revision

\*\* Ending fund balance amounts are estimates and are subject to further revision



Consolidated Year-to-Date Financial Report through March, 2015

FY 2014/2015

Fund	FY 14/15 Begin Bal.	Revenue	Other Fin Sources/Tfrs	Total In	Capital Leases/ Transfer Out	Personnel	O&M	Capital	Contingency	Debt Service	Total Out	Left in Accounts Thru Mar 2015
General Fund - Unassigned	9,925,988	23,467,497	-	23,467,497	3,105,351	15,627,233	5,019,611	171,691	-	-	23,923,886	9,469,599
General Fund - Assigned	1,608,035											1,608,035
Highway Fund - Restricted	4,175,161	2,234,964	-	2,234,964	-	1,293,530	431,766	576,359	-	-	2,301,655	4,108,471
Seizure & Forfeiture - State	526,901	98,742	-	98,742	-	7,411	137,033	275,198	-	-	419,642	206,001
Seizure & Forfeiture - Justice	349,724	15,401	-	15,401	-	90,438	49,453	144,103	-	-	283,994	81,131
Bed Tax Fund - Committed	425,099	599,764	-	599,764	167,543	173,642	207,693	-	-	-	548,878	475,985
Impound Fee Fund	7,346	30,300	-	30,300	-	19,370	-	-	-	-	19,370	18,276
Municipal Debt Service Fund	533,928	113,478	329,627	443,105	-	-	13,301	-	-	847,433	860,733	116,300
Oracle Road Debt Service Fund	281	156,363	2,000	158,363	-	-	2,495	-	-	154,356	156,851	1,793
Alternative Water Resources Dev Impact Fee Fund	3,336,099	682,491	-	682,491	-	-	39,127	112,547	-	-	151,674	3,866,916
Potable Water System Dev Impact Fee Fund	4,505,635	359,396	-	359,396	-	-	-	-	-	48,263	48,263	4,816,769
Townwide Roadway Development Impact Fee Fund	2,791,166	707,829	-	707,829	-	-	-	439,371	-	-	439,371	3,059,624
Parks & Recreation Impact Fee Fund	21,555	81,991	-	81,991	-	-	-	-	-	-	-	103,546
Library Impact Fee Fund	114,798	-	-	-	-	-	-	20,000	-	-	20,000	94,798
Police Impact Fee Fund	205,936	36,802	-	36,802	-	-	-	-	-	-	-	242,738
General Government Impact Fee Fund	3,502	2	-	2	-	-	-	-	-	-	-	3,505
Naranja Park Fund	737,056	-	-	-	-	-	-	568,708	-	-	568,708	168,348
General Government CIP Fund	1,500,000	-	1,740,532	1,740,532	-	-	-	1,043,845	-	-	1,043,845	2,196,687
Water Utility	11,823,342	11,436,457	-	11,436,457	3,119	2,041,064	3,917,657	2,164,210	-	741,172	8,867,223	14,392,576
Stormwater Utility	503,474	499,419	-	499,419	-	235,325	340,963	149,532	-	-	725,820	277,072
Fleet Fund	84,949	1,186,892	-	1,186,892	-	57,401	437,045	550,776	-	-	1,045,222	226,619
Benefit Self Insurance Fund	584,509	1,750,339	-	1,750,339	-	-	2,047,784	5,905	-	-	2,053,689	281,159
Recreation In-Lieu Fee Fund	6,190	-	-	-	-	-	-	-	-	-	-	6,190
<b>Total</b>	<b>43,770,674</b>	<b>43,458,128</b>	<b>2,072,159</b>	<b>45,530,287</b>	<b>3,276,013</b>	<b>19,545,414</b>	<b>12,643,928</b>	<b>6,222,244</b>	<b>-</b>	<b>1,791,223</b>	<b>43,478,823</b>	<b>45,822,138</b>



General Fund Local Sales Tax Collections

FY 2014/2015

CATEGORY	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Construction Sales Tax	353,257	365,877	343,071	317,595	291,816	293,032	358,773	265,075	207,738				2,796,234
Utility Sales Tax	269,772	299,154	292,456	261,333	135,966	197,341	227,742	268,039	207,117				2,158,920
Retail Sales Tax	392,417	414,639	383,853	390,567	415,388	507,949	667,732	411,301	436,257				4,020,103
All Other Local Sales Tax *	231,603	1,026	969	450,444	285,443	347,679	315,824	227,740	255,315				2,116,044
<b>TOTAL</b>	<b>\$ 1,247,049</b>	<b>\$ 1,080,696</b>	<b>\$ 1,020,349</b>	<b>\$ 1,419,939</b>	<b>\$ 1,128,613</b>	<b>\$ 1,346,001</b>	<b>\$ 1,570,071</b>	<b>\$1,172,155</b>	<b>\$1,106,427</b>				<b>\$ 11,091,300</b>

\* Note: Does not include cable franchise fees or sales tax audit revenues



## Town Council Regular Session

Item # **B.**

**Meeting Date:** 06/03/2015  
**Requested by:** Paul Keesler  
**Submitted By:** Paul Keesler, Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

Resolution No. (R)15-38, authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County, extending the terms of the existing IGA for Pima County to provide street naming and addressing services

#### **RECOMMENDATION:**

Staff recommends retaining Pima County as the service provider for the regional addressing services, through the attached IGA (see Attachment 1), and that funding for these services be directly charged to the customer by Pima County.

#### **EXECUTIVE SUMMARY:**

On July 6, 2010, the Town of Oro Valley and Pima County entered into an Intergovernmental Agreement ("IGA") to establish the authority for the creation of addresses to property and improvements within the jurisdictional boundaries of the Town. The term of the IGA is five years and expires on July 6, 2015. In order for the County to continue providing said addressing services, the terms of the IGA need to be extended.

The new IGA (see Attachment 1) will extend the terms of the existing IGA for an additional five years, with further renewals upon the written agreement of the parties.

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

Uniform addressing is an important tool for public safety first responders and is the most desirable way of assigning new addresses across jurisdictional boundaries. Pima County is the regional addressing services provider for all jurisdictions throughout the County except for the Town of Marana. Intergovernmental Agreements (IGA's) have been in place for these services since the mid-1980's. The current IGA between the Town and Pima County will expire on July 7, 2015.

In addition to the uniformity provided by this current arrangement, the County providing a regional addressing approach makes sense from a business practice. Costs for development related activities are seldom fully recovered by user fees. If the Town were to undertake these functions, there would most likely be a portion of this program subsidized by the General Fund. And this is not a development function such as planning, permitting or inspections in which the Town most definitely needs to maintain its own identity. In this case regional uniformity is advantageous and less costly to the Town when managed by others.

The proposed IGA (see Attachment 1) extends the current agreement (see Attachment 2) for 5 years and retains Pima County as the service provider for regional addressing services, and specifies that funding

for these services be directly charged to the customer.

The Town of Oro Valley has historically entered into this agreement with the County. A list of former resolutions are:

- (R)10-05 approved on 1/20/10
- (R)07-136 approved on 12/19/07
- (R)00-103 approved on 12/6/00
- (R)267 approved on 9/11/86

**FISCAL IMPACT:**

There is no fiscal impact to the Town. All fees are paid by the individual requesting the service.

**SUGGESTED MOTION:**

I move to (Adopt or Deny) Resolution No. (R)15-38, authorizing and approving an Intergovernmental Agreement between the Town of Oro Valley and Pima County, extending the terms of the existing IGA for Pima County to provide street naming and addressing services.

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**Attachments**

(R)15-38 IGA w/ Pima County for Street Naming and Addressing Services

Attachment 1 - IGA to extend Addressing Services

Attachment 2 - Existing Addressing IGA

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**RESOLUTION NO. (R)15-38**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AUTHORIZING AND APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF VALLEY AND PIMA COUNTY FOR STREET NAMING AND ADDRESSING SERVICES**

**WHEREAS**, pursuant to ARS § 11-951, the Town of Oro Valley (“Town”) and Pima County (“County”) may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to ARS § 11-802, Pima County is authorized to plan and provide for future growth and improvement within the County and coordinate all improvements therewith; and

**WHEREAS**, pursuant to Pima County Code § 18.83.040, Pima County established a uniform system for street names and address numbers; and

**WHEREAS**, pursuant to ARS § 9-240, the Town is authorized to address properties; and

**WHEREAS**, on July 6, 2010, the County and the Town entered into an Intergovernmental Agreement to establish the authority for the creation of addresses to property and improvements within the jurisdictional boundaries of the Town; and

**WHEREAS**, the County and Town desire to extend the IGA for an additional five years; and

**WHEREAS**, it is in the best interest of the Town to enter into this first amendment the Intergovernmental Agreement, attached hereto as Exhibit “A”, between the Town and Pima County for street naming and addressing services.

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL** of the Town of Oro Valley, Arizona that:

**SECTION 1.** The first amendment to the Intergovernmental Agreement between the Town of Oro Valley and Pima County for street naming and addressing services, attached hereto as Exhibit “A”, is hereby approved.

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

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 3<sup>rd</sup> day of June, 2015.

**TOWN OF ORO VALLEY**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **EXHIBIT “A”**

**FIRST AMENDMENT EXTENDING INTERGOVERNMENTAL AGREEMENT  
BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR STREET  
NAMING AND ADDRESSING SERVICES**

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

**Recitals**

- A. On July 6, 2010, the County and Oro Valley entered into an Intergovernmental Agreement (“IGA”) to establish the authority for the creation of addresses to property and improvements within the jurisdictional boundaries of the Town.
- B. The term of the IGA is five years and expires on July 6, 2015.
- C. The County and Oro Valley desire to extend the IGA for an additional five years, with further renewals upon the written agreement of the parties.

**Agreement**

Therefore, the County and Oro Valley mutually agree as follows:

- 1. The IGA is extended for an additional five years, effective July 7, 2015 and terminating July 7, 2020, unless, prior to the expiration of the period, extended or terminated by agreement of the parties.
- 2. All other terms and provisions of the IGA shall continue in full force and effect.

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

PIMA COUNTY:

TOWN OF ORO VALLEY:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Town Clerk

ATTORNEY CERTIFICATION:

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

Pima County:

Town of Oro Valley:

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Deputy County Attorney

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Town Attorney

**RESOLUTION NO. 2010 - 83**

**RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF ORO VALLEY FOR STREET NAMING AND ADDRESSING SERVICES**

**WHEREAS**, Pima County (the “County”) and the Town of Oro Valley (the “Town”) wish to enter into a cooperative agreement for the purpose of jointly providing street naming and addressing services, for the benefit of the residents of the Town and all of Pima County; and

**WHEREAS**, the purpose of this project is to provide street naming and addressing services, which by providing these services jointly will maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response; and

**WHEREAS**, it is necessary for the parties to establish an intergovernmental agreement in order to carry out the intent of the parties and define the roles and responsibilities regarding the intended cooperative effort;

**NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED THAT:**

1. The intergovernmental agreement between Pima County and the Town of Oro Valley for providing street naming and addressing services is hereby approved.
2. In order to render the intergovernmental agreement effective on July 1, 2010 to coordinate with the effective date of the related fee ordinance, the Chairman of the Board is hereby authorized and directed to sign the intergovernmental agreement for the Pima County Board of Supervisors on the date of July 1, 2010.
3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 20th day of April 2010.

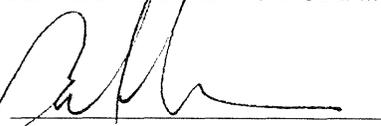
PIMA COUNTY BOARD OF SUPERVISORS:

  
Chairman APR 20 2010

ATTEST:

  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

  
Deputy County Attorney  
**ANDREW FLAGG**

**RESOLUTION NO. (R) 10- 05**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND PIMA COUNTY FOR STREET NAMING AND ADDRESSING SERVICES**

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

**WHEREAS**, pursuant to ARS § 11-952, the Town of Oro Valley (“Town”) and Pima County (“County”) may enter into agreements with one another for joint or cooperative action; and

**WHEREAS**, pursuant to ARS § 11-802, the County is authorized to plan and provide for future growth and improvement within the County and coordinate all improvements therewith; and

**WHEREAS**, pursuant to Pima County Code § 18.83.040, the County established a uniform system for street names and address numbers; and

**WHEREAS**, pursuant to ARS § 9-240, the Town is authorized to address properties; and

**WHEREAS**, the County and Town desire to enter into an Intergovernmental Agreement to jointly provide street naming and addressing services which will maintain uniformity in street naming and numerical addressing, eliminate inconsistencies and duplication of street names, and facilitate emergency vehicle response; and

**WHEREAS**, it is in the best interest of the Town to enter into the Intergovernmental Agreement, attached hereto as Exhibit “A”, between the Town and the County to define the roles and responsibilities for street naming and addressing services.

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

**SECTION 1.** The Intergovernmental Agreement between the Town of Oro Valley and Pima County, attached hereto as Exhibit “A” and incorporated herein by this reference, for street naming and addressing services is hereby authorized and approved.

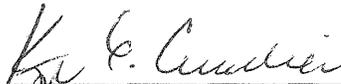
**SECTION 2.** That the Mayor of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as necessary to execute and implement the terms of the Intergovernmental Agreement.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 20th day of January, 2010.

**TOWN OF ORO VALLEY**

  
\_\_\_\_\_  
Paul H. Loomis, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Kathryn E. Cuvelier, Town Clerk

1-25-10  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

1/22/10  
\_\_\_\_\_  
Date

<b>CONTRACT</b>	
NO. <u>01-25-0-142853-0710</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

**Intergovernmental Agreement  
between  
Pima County and Town of Oro Valley  
for  
Street Naming and Addressing Services**

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

**Recitals**

- A. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. Pima County is authorized by A.R.S. § 11-802 to plan and provide for the future growth and improvement of the County, and coordinate all improvements therewith. As part of that, Pima County, pursuant to Pima County Code § 18.83.040, established a uniform system for street names and address numbers.
- C. Town is authorized by [Select correct citation for entity: A.R.S. § 9-240 or 9-461.08 or other correct citation], General Powers of Common Council, to regulate the addressing of properties.
- D. County and Town desire to establish the authority for the creation of addresses to property and improvements within the jurisdictional boundaries of the Town.

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

**Agreement**

1. **Purpose.** The purpose of this IGA is for the County and Town to jointly provide street naming and addressing services. Providing these services jointly will maintain uniformity in street naming and numerical addressing, eliminate inconsistencies in and duplication of street names, and facilitate emergency vehicle response.

2. **Appeal Procedures.** Town shall have administrative jurisdiction to hear and decide appeals of addressing conflicts. Town may:
  - a. Designate an appeal hearing official or body;
  - b. Establish an appeal process in its Town Code; and
  - c. Notify County of appeals decisions.
3. **Scope.** County shall review and assign street names and addresses for all parcels and development within the Town limits.
4. **Street Names.** County shall review and approve all submitted street names, both public and private, for new or renamed street segments. County shall assign street names to all private roads or easements as may be necessary to facilitate proper addressing in unsubdivided areas and process the names for official adoption. County shall transmit written responses to Town within ten business days following receipt of complete review documents.
5. **Town Processing of Street Name Changes.** Town shall process street name changes as requested by County and notify County as to effective date of street name changes within ten working days.
6. **Addresses.** County shall assign addresses, in accordance with Pima County Code, Chapter 18.83, *Addressing Standards*, and County Policies, to all parcels and developments within the Town limits upon submittal of proper documentation and materials.
  - a. *Voluntary address changes.* County shall review, assign and process all voluntary requests for change of addresses.
  - b. *Involuntary address changes and address corrections.* County shall review, assign and process address corrections and coordinate with Town all involuntary address changes as may be required to facilitate proper assignment of new addresses. County shall notify Town of address changes.
  - c. *Non-conforming address changes.* Town staff shall research, field verify and document existing non-conforming addresses and street names in residential and commercial projects at Town's expense, and shall submit the information to County for new address assignment. County shall assign correct addresses for any non-conforming address when notified by Town.
7. **Address Records.**
  - a. County shall process and maintain, on scanned images, all assigned addresses of:

- i. All lots in subdivision maps and plats recorded in the Office of the Pima County Recorder;
  - ii. All new approved development plans, tentative plats (when appropriate) and approved site plans involving multi-tenant and multi-building applications.
- b. County shall process and maintain, on scanned images, all changes of addresses for existing subdivided and commercial projects. (Exceptions: some old commercial projects may not have site plan availability.)
  - c. County shall perform all activities necessary to update and maintain addresses on master mylar copies.
  - d. County shall record and maintain all assigned addresses on any commercial development in existence prior to the effective date of the first intergovernmental agreement for street naming and addressing, subject to site plan availability indicating all buildings, tenant spaces and current numbering.
  - e. County shall perform all activities necessary to update and maintain addresses, including unit/space numbers as appropriate, for the jurisdictions with which it shares a common permitting system.
8. **Street Alignments.** Town shall transmit to County all proposed street realignment proposals at beginning of the initial review stages and all subsequent submittals. County shall review and comment on all proposed street alignments and realignments. County shall transmit written responses to Town within ten business days of receipt of complete review documents.
9. **Subdivision Plat and Development Plans.** County shall review all subdivision plat and development plan submittals for addressing requirements. County shall transmit written responses to Town within ten business days of receipt of complete review documents.
10. **Recorded Map and Plat Copies to County.** Town shall provide County mylars of recorded maps and plats after recordation as source documents for addressing purposes.
11. **Final Approved Subdivisions, Development Plans and Street Names.** Town shall transmit to County final approved subdivisions, development plans and street names when written clearance is received from County Addressing.
12. **Town's Duty to Require Addressing.** Town shall verify and use assigned addresses, as indicated on scanned images of assigned addresses provided by County, in approving Town plats, development plans and other land use regulations and in issuing Town permits. Those individuals not having an assigned address will be sent to County for assignment.
- a. *Address for a Parcel or Commercial Development.* Town shall require any applicant

desiring an address for a parcel or commercial development to obtain from County the proper address for each site, structure or tenant improvement prior to building permit issuance.

- b. *Tenant Improvement in Existing Commercial Development not on File with County.* In the event any applicant desires a new address for a tenant improvement within an existing commercial development which is not on file with County, Town shall require the applicant to provide a sketch plan showing the building with all currently displayed addresses and the dimensional location of the requested tenant improvement. County shall assign new addresses for tenant improvements in existing commercial projects not on file after receipt of the sketch plan.
- c. *Commercial Multi-building or Multi-tenant Projects.* Town shall require any applicant requesting addresses for new commercial multi-building or multi-tenant projects to provide County with required map documents. Town shall verify prior to release of building permits on any new commercial multi-building or multi-tenant project that applicant has a Receipt of All Required Addressing Documents from County.
- d. *Enforcement regarding use of non County approved addresses.* Non County approved addresses in use within incorporated areas may be submitted to the appropriate Town's agency for enforcement action. Follow up on such actions shall be at Town's discretion.

**13. Town's Duty to Require Signage and Address Display.**

- a. *Street Signs.* Town shall expeditiously install or require the installation of street signs for all new and renamed streets on the effective date.
- b. *Address Display.* Town shall field verify that all assigned addresses are permanently displayed and all street signage (when appropriate) are installed with correct spelling prior to occupancy permit issuance.

**14. Meetings.** County shall attend development review meetings as required by the Town.

**15. Payment for Services.** County shall charge fees to recover all costs from Town customers in accordance with the Development Services Fee Schedule, Table 4, Addressing Fees. Said Fee Schedule, as adopted, is updated every fiscal year and is posted on the Pima County website. Payment shall be collected by County at the time of service delivery.

**16. Term.** This IGA shall be effective on the date it is executed by County or Town, whichever occurs later, and shall continue for a period of five (5) years unless it is, prior to the expiration of the period, extended or terminated by agreement of the parties.

## 17. Termination.

- a. *Termination for Convenience.* Either Party may, at any time and without cause, cancel this IGA by providing 30 days written notice to the other Party of intent to cancel.
- b. *Termination for Cause.* If, in the judgment of either party to this IGA, the other party does not perform in accordance with the conditions of this IGA, or is otherwise in default of any provision of this IGA, the party claiming nonperformance or default shall give written notice to the other party specifying the nature of the non-performance or default. If the non-performance or default is not corrected within 30 days after receipt of such written notice, or if the non-performing or defaulting party fails to diligently pursue remedies for corrections which require more than 30 days to complete, the party claiming non-performance or default may terminate this IGA.
- c. *Non-Appropriation.* Notwithstanding any other provision in this IGA, this IGA may be terminated if, for any reason, the Pima County Board of Supervisors or the Town Council does not appropriate sufficient monies for the purpose of maintaining this IGA.
- d. *Obligations after Termination.* In the event of termination, the Parties shall have no further obligation other than for payment for services rendered prior to termination.

18. **Books and Records.** Each Party shall keep and maintain proper and complete books, records and accounts and the same shall be open for inspection and audit by duly authorized representatives of the other Party at all reasonable times.
19. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to the owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
20. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
21. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of

the parties, the performance of this IGA and any disputes under this IGA. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

22. **Non-Discrimination.** The parties shall not discriminate against any County employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
23. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
24. **Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
25. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
26. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
27. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
28. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
29. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal

liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

- 30. Counterparts.** This IGA may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.
- 31. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

**County:**

Pima County  
Director, Development Services  
201 N. Stone, 1<sup>st</sup> Floor  
Tucson, Arizona 85701

**Town of Oro Valley**

Planning and Zoning Director  
Town of Oro Valley  
11000 N. La Cañada Drive  
Oro Valley, Arizona 85737

*With copies to:*

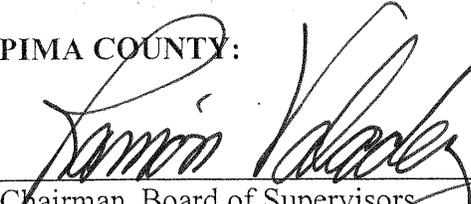
Clerk of the Board  
130 West Congress, 5th Floor  
Tucson, Arizona 85701

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

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

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

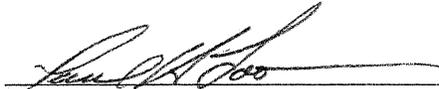
PIMA COUNTY:

  
Chairman, Board of Supervisors  
JUL 06 2010

ATTEST:

  
Clerk of the Board

TOWN OF ORO VALLEY:

  
Paul H. Loomis, Mayor

ATTEST:

  
Kathryn E. Cuvelier, Town Clerk

**Approval**

The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed by the undersigned, and is hereby approved as to content.

 3/24/10

## Intergovernmental Agreement Determination

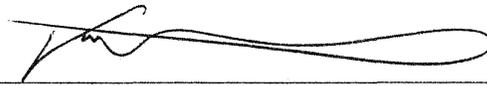
The foregoing Intergovernmental Agreement between Pima County and the Town of Oro Valley has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties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

**PIMA COUNTY:**

  
\_\_\_\_\_  
Deputy County Attorney **ANDREW FLAGG**

Date: 3/25/10

**TOWN OF ORO VALLEY:**

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

Date: 1/22/10



## Town Council Regular Session

Item # **C.**

**Meeting Date:** 06/03/2015  
**Requested by:** Paul Keesler  
**Submitted By:** Aimee Ramsey, Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

Resolution No. (R)15-39, authorizing and approving the Town of Oro Valley to enter into a development agreement between the Town of Oro Valley and the El Conquistador Resort Patio Homes Association, Inc. for Police Department Traffic Enforcement on private streets

#### **RECOMMENDATION:**

Staff recommends approval.

#### **EXECUTIVE SUMMARY:**

The El Conquistador Resort Patio Homes Association, Inc. has requested that the Town enter into a development agreement to allow the Oro Valley Police Department to enforce traffic safety related statutes on their private streets.

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

The leadership from the El Conquistador Resort Patio Homes Association, Inc. has requested that the Town enter into a development agreement to allow the Oro Valley Police Department the ability to enforce traffic safety related statutes on their private streets. They want to implement a similar agreement as was approved for the Highlands Mobile Home Park. This request is based on traffic safety concerns the HOA has with respect to motorists not obeying traffic control throughout their neighborhood.

The Police Department and Development & Infrastructure Services Department staff have since discussed the request, and as a result, have drafted an agreement. This type of agreement is allowed under the law and has been done in the past with other homeowners associations in Oro Valley. The details related to each party's responsibilities and commitments are included in the proposed resolution (Attachment 1) and development agreement (Exhibit A).

#### **FISCAL IMPACT:**

This agreement will have a fiscal impact to the following departments:

- Development and Infrastructure Services - \$500 every 4 to 5 years for sign replacement
- Police Department - no fiscal impact
- Legal department - no fiscal impact

#### **SUGGESTED MOTION:**

I MOVE to (approve or deny) Resolution No. (R)15-39, authorizing and approving the Town of Oro Valley to enter into a development agreement between the Town of Oro Valley and the El Conquistador Resort Patio Homes Association, Inc. for Police Department traffic enforcement on private streets.

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**Attachments**

(R)15-39 El Conquistador Resort Patio Homes Assoc. Development Agreement  
Development Agreement

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**RESOLUTION NO. (R)15-39**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT FOR THE TOWN TO ENFORCE TRAFFIC AND FIRE LAWS AND PROVIDE TRAFFIC SIGNAGE WITHIN THE EL CONQUISTADOR RESORT PATIO HOMES ASSOCIATION, INC., SUBDIVISION AND PRIVATE STREETS**

**WHEREAS**, the Town of Oro Valley and the Highlands Inc., are authorized to enter into this agreement pursuant to A.R.S. §9-500.05; and

**WHEREAS**, the Town of Oro Valley and the El Conquistador Resort Patio Homes Association, Inc., wish to enter into a development agreement for the Town to enforce traffic and fire laws and provide traffic signage within the subdivision and private streets of the El Conquistador Resort Patio Homes Association, Inc.; and

**WHEREAS**, the Town has the responsibility of providing for the public health, safety and welfare for its residents; and

**WHEREAS**, it is in the best interest of the Town to approve the development agreement for the Town to enforce traffic and fire laws and provide traffic signage within the subdivision and private streets of the El Conquistador Resort Patio Homes Association, Inc.

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

1. The Development Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference is hereby authorized and approved.
2. The Chief of Police is authorized to execute the Development Agreement on behalf of the Town of Oro Valley.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona on this 3<sup>rd</sup> day of June, 2015.

**TOWN OF ORO VALLEY**

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Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

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

# **EXHIBIT “A”**

## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (the “agreement”) dated this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the Town of Oro Valley, Arizona, an Arizona Municipal corporation, and El Conquistador Resort Patio Homes Association, Inc., and all sub-associations of El Conquistador Resort Patio Homes Association, Inc., or its successor in interest, located as described in Exhibit “A”. This agreement shall cover those areas marked as outlined in the attached Exhibit “A”.

### **RECITALS**

**WHEREAS**, this agreement shall be adopted by the passage of a resolution at a public meeting of the Mayor and Town Council of the Town of Oro Valley, Arizona, authorizing its designated signatory below to acknowledgements agreed to be the Mayor and Town Council; and

**WHEREAS**, El Conquistador Resort Patio Homes Association, Inc. would like the Town to enforce traffic and fire laws within their subdivision and on their private streets within what is commonly called “El Con Patio Homes”; and

**WHEREAS**, the Town has the responsibility of providing for the public health, safety and welfare; and

**WHEREAS**, the Town acknowledges the need for increased vigilance on The Streets in El Con Patio Homes due to their uniqueness and serving the general public and thereby increasing the risk to Town residents; and

**WHEREAS**, the Town and El Con Patio Homes, are authorized to enter into this agreement pursuant to the provisions of A.R.S. §9-500.05.

**NOW AND THEREFORE**, in consideration of the promises, mutual covenants and agreements as set forth herein, the parties agree as follows:

#### **1) MUTUAL PROMISES**

The Town agrees that:

The Oro Valley Police Department, as part of their normal activities, will patrol all the streets within the Town and will provide traffic/emergency vehicle enforcement in accordance with established policies. The Town will determine the appropriate speed limits and other traffic enforcement (parking) provisions for El Con Patio Homes in accordance with Town Code and all other applicable laws. The Town will not provide maintenance of the pavement.

El Con Patio Homes, agrees that:

The Town has the authority to enforce all criminal, civil, traffic, town code, and other statutes for public safety reasons on all private streets and right of ways as allowed by law. The Town will enforce traffic statutes in emergency situations to facilitate the response of emergency vehicles and equipment. El Con Patio Homes agrees, on behalf of all the residents, to waive any claims, including claims of jurisdiction, and to abide by the laws, policies and procedures of the Federal Government, the State of Arizona, and the Town of Oro Valley for these areas. El Con Patio Homes agrees to pay, through sub-associations, up to El Con Patio Homes for purchasing, installing and/or replacing any signage, striping, and/or markings deemed necessary by the Town on all their streets. All requests for signage, striping/painting will come through El Con Patio Homes whether it is for El Con Patio Homes streets, or sub-association streets. When requested, the Town will provide an estimate for above costs prior to purchase. The Town agrees to purchase and install all signage, with cost of signage and installation to be reimburse by El Con Patio Homes.

In the event that any private roadway becomes public; the provisions of the Town Code must be followed. Should any private streets become public, the terms of this agreement are declared null and void as to those streets.

## **2) TERM**

The parties agree that this agreement shall run in one-year terms, to be automatically continued and renewed every Town fiscal year upon adoption of the Town Budget unless cancelled at the behest of either party upon ninety (90) days notice. Upon termination, all un-reimbursed signage shall become the property of the Town.

## **3) EFFECTIVE DATE**

The parties agree that the effective date of this agreement will begin upon the Oro Valley Town Engineer or his qualified designee certifying in writing that all traffic control devices on the streets within Exhibit "A" meet the requirements of the Manual on Uniform Traffic Control Devices.

## **4) NOTICE**

Notice to the Town shall be given in writing, sent by regular mail within the ninety (90) day period to commence upon the date of the mailing.

Notice shall be sent to:

**TOWN OF ORO VALLEY**

Town Manager  
11000 N. La Canada Dr  
Oro Valley, AZ 85737

**El Conquistador Resort Patio Homes Association Inc.**

Russell Case  
President  
Oro Valley, AZ 85704

Copy to:

**Oro Valley Police Department**  
11000 N. La Canada Dr.  
Oro Valley, AZ 85737

**5) IMPACT ON DENSITIES AND USES**

The parties acknowledge that this agreement does not create densities and uses greater than those currently enjoyed.

**6) FUTURE REZONING**

Any future rezoning will have to be accomplished according to the existing policies of the Town of Oro Valley at the time the question is raised.

**7) SEVERABILITY, INTERPRETATION OF TERMS, CHOICE OF LAW**

This agreement shall be construed in all instances when possibly to do so in such a fashion as will allow the parties to comply with all applicable federal, state, and local laws and regulations in accomplishing the purposes of this agreement. Should any portion of this agreement be found to be invalid for whatever reason by a court of competent jurisdiction, such portion shall be severable and have no effect on the remaining portions of the agreement. If any matter should end up in court, the winning party is entitled to reasonable attorney's fees. This agreement will be enforced under the laws of the State of Arizona.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, by \_\_\_\_\_, acting on behalf of the \_\_\_\_\_ and all residents of the sub association which had signed the attached request listed as Exhibit "A" (attached hereto).

TOWN OF ORO VALLEY

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

APPROVED AS TO FORM:

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

ATTEST:

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

**El Conquistador Resort Patio Homes Association Inc.**

\_\_\_\_\_  
Russell Case, President

State of Arizona    )  
                              ) ss.  
County of            )

Scribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(affix seal)

\_\_\_\_\_  
Notary



**Town Council Regular Session**

**Item # D.**

**Meeting Date:** 06/03/2015  
**Submitted By:** Gary Bridget, Human Resources  
**Department:** Human Resources

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**Information**

**SUBJECT:**

Resolution No. (R)15-40, approving changes to Personnel Policy 19 - Training Employees and Reimbursement for Educational Expenses

**RECOMMENDATION:**

Staff recommends approval.

**EXECUTIVE SUMMARY:**

Town Personnel Policy 19 - Training Employees and Reimbursement for Educational Expenses currently caps the amount of tuition reimbursement per employee at \$2,000. Staff is proposing to increase that cap to \$3,000 per employee, and wants to clarify language in the policy relating to procedures and specifying what is and is not eligible for tuition reimbursement.

The proposed change in the annual cap originated as a suggestion from an employee at the Employee/Council Exchange meetings earlier this year. With the rising costs of tuition, the current \$2,000 cap slows the pace of those who rely on tuition reimbursement to pursue their job-related educational goals. Consequently, participation in the program is lower as employees are faced with either achieving their goals at a slower pace or seeking alternative funding.

We are confident that raising the per employee cap to \$3,000, while maintaining the current allotted funding level of \$25,000 per fiscal year, will serve the Town of Oro Valley well by providing an incentive to employees to continue their educational ambitions.

**BACKGROUND OR DETAILED INFORMATION:**

The policy has not been adjusted since May 3, 2012. The main proposed changes to the policy consist of clarifying current procedures by recognizing that tuition reimbursement is subject to the availability of funds and clarifying that books and other materials required for class are not eligible for tuition reimbursement.

The incentive of tuition reimbursement is being eroded by the rising cost of tuition in the local area. Over the last three years, tuition costs per credit hour (locally) rose by 22 percent for associate degrees, 13 percent for undergraduate degrees, and 8 percent for graduate degrees.

TUITION REIMBURSEMENT HISTORY FY13 through FY15			
	FY-13	FY-14	FY-15 (to date)
Tuition Reimbursement Budget	\$25,000	\$25,000	\$25,000
Tuition Reimbursement Balance at end of fiscal year	\$10,626	\$7,972	\$15,925

Employee Participation Rate	13	14	8
Participants Reaching the \$2,000 per employee cap	4	6	0
Participants receiving/exceeding \$1,700	1	0	1
<b>TUITION RATES PER CREDIT HOUR</b>	<b>FY-13</b>	<b>FY-14</b>	<b>FY-15 (to date)</b>
Pima Community College	\$59	\$71	\$76
University of Arizona Undergraduate	\$597	\$671	\$684
University of Arizona Graduate	\$707	\$751	\$766

We are confident that raising the per employee cap to \$3,000, while maintaining the current allotted funding level of \$25,000 per fiscal year, will serve the Town of Oro Valley well by providing an incentive to employees to continue their educational ambitions.

The draft policy was reviewed by the Town's leadership team and police representative group, with their suggestions being incorporated into the recommended policy.

**FISCAL IMPACT:**

The recommended budget amount for tuition reimbursement remains at \$25,000 for FY 2015/16. Staff does not expect to exceed this budget amount with the proposed cap increasing to \$3,000 per employee.

**SUGGESTED MOTION:**

I MOVE to (approve/deny) Resolution No. (R)15-40, approving the proposed changes to Personnel Policy 19 - Training Employees and Reimbursement for Educational Expenses.

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**Attachments**

(R)15-40 Personnel Policy 19 - Training Employees and Reimbursement for Education  
PP19 with proposed changes

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**RESOLUTION NO. (R)15-40**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ADOPTING CHANGES TO POLICY 19 OF THE TOWN OF ORO VALLEY PERSONNEL POLICIES AND PROCEDURES MANUAL**

**WHEREAS**, pursuant to Section 3-3-1 of the Oro Valley Town Code, the Town Council is empowered to create a personnel system which applies to all Town employees except elected officials; and

**WHEREAS**, Section 3-3-2 of the Oro Valley Town Code provides that the Town Council may adopt, by resolution, rules and regulations pertaining to employment with the Town; and

**WHEREAS**, on May 16, 2007 the Town Council adopted Resolution (R) 07-60, "The Town of Oro Valley Personnel Policies and Procedures Manual"; and

**WHEREAS**, it has become necessary to update Policy 19, Training Employees and Reimbursement for Educational Expenses (attached as Exhibit A).

**WHEREAS**, the updated Policy 19, Training Employees and Reimbursement for Educational Expenses, includes more clarification to the policy and will allow for \$3,000 in tuition costs, annually per employee instead of the previous \$2,000 in tuition costs.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Oro Valley, Arizona, to adopt the changes to the Town of Oro Valley Personnel Policies and Procedures Manual attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3<sup>rd</sup> day of June, 2015.

**TOWN OF ORO VALLEY**

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Dr. Satish I. Hiremath, Mayor

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

# **EXHIBIT “A”**



## PERSONNEL POLICY 19

Page 1 of 3

### TRAINING EMPLOYEES AND REIMBURSEMENT FOR EDUCATIONAL EXPENSES

Effective Date: **DRAFT**

The Town of Oro Valley is committed to the development of a well-educated and highly skilled work force. To help accomplish this aim, the Town will provide training opportunities and educational assistance to employees, as defined in this policy.

#### SECTION 1 – TRAINING

- A. RESPONSIBILITY FOR TRAINING: The Town Council encourages the training of employees. Training programs for employees may be initiated by the Town Manager or Department Heads. Such training programs may include seminars, demonstrations, assignment of reading matter, or such other devices as may be available for the purpose of improving the effectiveness of their respective duties.
- B. CREDIT FOR TRAINING: Participation in and successful completion of approved training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with the Human Resources Department.
- C. BUDGETING OF EXPENSES: Training courses are to be budgeted directly by the individual departments, and are not to be confused with educational courses covered under the terms of Section II – “Reimbursement for Educational Expenses,” which follows.

#### SECTION II – REIMBURSEMENT FOR EDUCATIONAL EXPENSES

The objective of the Educational Reimbursement program is to encourage and assist employees in advancing their skills through outside schooling at recognized and accredited institutions of learning by providing reimbursement for a portion of the associated costs.

- A. POLICY: The Town of Oro Valley will provide tuition assistance benefits to help employees pay for the cost of accredited courses which are either related to their current job, or to other jobs which present logical career paths within the classification system used by the Town of Oro Valley. Pursuit of courses or degrees which are not directly related to an employee’s current position, or logical career path within the Town’s classification system, will be approved on a case-by-case basis by the employee’s Department Head and the Town Manager. Tuition reimbursement is subject to the availability of funds approved each fiscal year.
- B. ELIGIBILITY – Fulltime employees who have completed their introductory period with the Town are eligible to participate in this program. (Only courses which commence after the completion of the introductory period are eligible for reimbursement.)
- C. COURSE CRITERIA: The following types of courses are reimbursable under the terms of this program:
  - 1. Undergraduate and graduate courses offered through colleges, universities, and technical schools which are accredited by nationally recognized accreditation organizations are reimbursable if approved in advance of the class start date by the employee’s Department Head and the Human Resources Department. The Town’s decisions on the accredited status



## PERSONNEL POLICY 19

Page 2 of 3

### TRAINING EMPLOYEES AND REIMBURSEMENT FOR EDUCATIONAL EXPENSES

Effective Date: **DRAFT**

of the institution will be final in all cases. All courses must be “for credit” and must yield letter grades (or “pass-fail” grades) within the curriculum guidelines for the school attended.

2. Employees who are interested in participating in programs not covered by this policy, including employer-directed programs, accelerated degree programs, or programs held during regular working hours, should speak to their Department Head or Human Resources Director to determine if additional consideration of the course or program is possible.

#### D. REIMBURSEMENT BASIS:

1. The cost of registration fees, tuition and required lab fees are eligible for reimbursement. (Other special fees are the responsibility of the student, and are not reimbursable under this policy.) Appropriate documentation of the “required” nature of covered fees must be provided. Books and other material required to attend class are the responsibility of the employee and therefore not reimbursable under this policy.
2. Regardless of the school attended, reimbursement will be limited to the lesser of: (1) the actual costs, or (2) \$3,000 annually per employee, based on fiscal year.
3. A grade of “C” (or its numerical equivalent), or better must be attained in order to receive reimbursement. No reimbursement will be received for grades of “incomplete” or for withdrawals (unless requested by the Town of Oro Valley for bona fide work-related situations). Generally, “Pass/Fail” grades are only acceptable if the course is part of an approved degree program for the student, and the “Pass/Fail” will apply to the graduation requirement.

#### E. OTHER REQUIREMENTS:

1. All courses must be pre-approved by the Department Head and Human Resources Director prior to commencement of the course. Employees are advised that they should not register for the course until the appropriate approvals are obtained. (Contact the Human Resources Department for the necessary forms and current procedures).
2. The student must be an eligible employee of the Town of Oro Valley at the time of completion of the course, in order to receive the reimbursement.
3. Employees are expected to attend courses on their own time, unless directed by the Town of Oro Valley to do otherwise. (All such situations require the advance approval of the Town Manager prior to registration.)
4. Reimbursement under this policy may result in taxable income to the employee pursuant to Federal and/or State regulations. The Town of Oro Valley will comply with all Federal, State and local tax laws.



## PERSONNEL POLICY 19

### TRAINING EMPLOYEES AND REIMBURSEMENT FOR EDUCATIONAL EXPENSES

Page 3 of 3

Effective Date: **DRAFT**

5. The amount of the reimbursement for courses taken will be offset by amounts received from other forms of financial aid, such as scholarships, etc.



## Town Council Regular Session

Item # **1.**

**Meeting Date:** 06/03/2015

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

**Department:** Town Clerk's Office

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### Information

#### **SUBJECT:**

PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 9S (LIQUOR STORE WITH SAMPLING PRIVILEGES) LIQUOR LICENSE FOR WALMART SUPERCENTER #4264 LOCATED AT 7951 N. ORACLE ROAD

#### **RECOMMENDATION:**

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

1. No protests have been received.
2. The necessary background investigation was conducted by the Police Department.
3. The Police Department has no objection to the approval of the Series 9S Liquor License request.

#### **EXECUTIVE SUMMARY:**

An application for a Series 9S (liquor store with sampling privileges) Liquor License has been submitted by Clare Abel for Walmart Supercenter #4264 located at 7951 N Oracle Road. This request consists of adding sampling privileges to an existing Series 9 License.

Agent Clare Abel has submitted all necessary paperwork to the Town of Oro Valley and the Arizona Department of Liquor Licenses and Control. Ms. Abel has paid all related fees associated with applying for the liquor license (\$500 Application Processing Fee per application).

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

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county, and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet sale of liquor is not permitted in the State of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.

In accordance with Section 4-201 of the Arizona Revised Statutes, the application was posted for 20 days on the premises, ending May 14, 2015. No protests were received during this time period.

Police Chief Daniel Sharp completed a standard background check on Walmart Supercenter #4264 located at 7951 N. Oracle Road and Agent Clare Abel, and has no objection to the approval of the Series 9S 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 9S Liquor License to the Arizona Department of Liquor Licenses and Control for Clare Abel for Walmart Supercenter #4264 located at 7951 N. Oracle Road.

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**Attachments**

Walmart #4264 Series 9S Liquor License

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DANIEL G. SHARP  
CHIEF OF POLICE

TO: Mike Standish

FROM: Daniel G. Sharp  
Commander A LeSuer for Chief Sharp *AL#38*

DATE: May 15, 2015

RE: Background Investigation, Application for Liquor Store  
Sampling Privileges  
Walmart Supercenter #4264  
7951 N Oracle Rd  
Oro Valley AZ

On May 15, 2015 the Oro Valley Police Department completed the standard background check on Walmart Supercenter and Clare Hollie Abel. The purpose for this was the addition of Sampling Privileges.

The Oro Valley Police Department has no objection for the issuance of a liquor Store Sampling Privileges license.

APR 28 15PM 1:15 TOU

State of Arizona  
Department of Liquor Licenses and Control

800 W. Washington 5<sup>th</sup> Floor  
Phoenix, Arizona 85007  
(602) 542-5141

**State/Local Government Routing Sheet**  
**Add Sampling Privileges To Active**  
**Liquor Store (series 9) or Beer and Wine Store (series 10) License**

Liquor Store (series 9)  
 Beer and Wine Store (series 10)

The attached form for sampling must be processed within 105 days from this date:

Date Application Received at DLLC: 4/16/15

Date of 60-days from receipt: 6/15/15 105-days from receipt: 7/30/15

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: Selena Gonzales

DLLC Contact Phone Number: 602-542-9040 DLLC Contact email: Selena.Gonzales@azliquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

15 APR 16 14P 15 PM 8 54

For DLLC Use Only

Current License #: 09100024 Date of issuance: \_\_\_/\_\_\_/\_\_\_

S License #: 09100024 Date of issuance: \_\_\_/\_\_\_/\_\_\_

DLLC Contact: Selena Gonzales DLLC Phone #: 602-542-9040

For Local Governing Body Use Only

Date Receive: \_\_\_/\_\_\_/\_\_\_ Date Approved: \_\_\_/\_\_\_/\_\_\_

Recommendation:  Approve  Protest  No Recommendation

I \_\_\_\_\_, hereby recommend that non-transferrable sampling  
Government Official

privileges be added to this licensee on behalf of \_\_\_\_\_  
City, Town or County

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number Email Address

February 2013

City of Oro Valley

State of Arizona  
Department of Liquor Licenses and Control

800 W. Washington 5<sup>th</sup> Floor  
Phoenix, Arizona 85007  
(602) 542-5141

Sampling Privileges Form

<input checked="" type="checkbox"/>	Liquor Store (series 9)
<input type="checkbox"/>	Beer and Wine Store (series 10)

Applicant's Name: Clare Hollie Abel (check one) Owner  Agent

Mailing Address: Dept. 8916; 702 SW 8th Street, Bentonville AR Benson 72716 0500  
Street Address or P.O. Box City State County Zip Code

Business Phone Number: (520) 469-9556 Email: chabel@bcattorneys.com

Business Name: Wal-Mart Supercenter #4264 Current License #: 09100024

Physical Location of Business:  
7951 North Oracle Road Oro Valley AZ PIMA 85704  
Street Address City State County Zip Code

I, Clare Hollie Abel, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

- CHA 1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).
- CHA 2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
- CHA 3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
- CHA 4. The licensed retailer shall make sales of sampled products from the licensed retail premises.
- CHA 5. The licensee shall not charge any customer for the sampling of any products.
- CHA 6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
- CHA 7. Accurate records of sampling products dispensed shall be retained by the licensee.
- CHA 8. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounce of wine and one ounce of distilled spirits per person, per brand, per day.
- CHA 9. The sampling shall be conducted only on the licensed premises.
- CHA 10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

15 APR 10 10:41 AM BSA

CHA 11. Liquor store license sampling privileges are not transferable.

CHA 12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

**A.R.S. §4-206.01(J) Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges**

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, Clare Hollie Abel, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the \$100 issuance fee and the annual \$60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

Clare Hollie Abel Signature, agent Title, 4/15/15 Date

Notarized Signature

The forgoing instrument was acknowledged before me this 15th of APRIL, 2015 day month year

Notary Public: Beth Briggs Signature

My commission expires: 

For DLLC Use Only

S License #: 09100024 Date of issuance: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Issuance fee applicable?  Yes  No  \$100 issuance fee collected

Initials: CS

## **Liquor Store w/Sampling Privileges (Series 09)**

The liquor store (series 9) license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows a spirituous liquor store retailer to sell all types of spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. Series 9 (liquor store) licensees and applicants may apply for unlimited sampling privileges by completing the Sampling Privileges form. Internet sale of liquor is not permitted in the state of Arizona. Liquor must be delivered to an Arizona liquor-licensed wholesaler, then an Arizona liquor-licensed retailer prior to delivery to the consumer.



**Town Council Regular Session**

**Item # 2.**

**Meeting Date:** 06/03/2015

**Requested by:** Stacey Lemos

**Submitted By:** Stacey Lemos, Finance

**Department:** Finance

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**Information**

**SUBJECT:**

PUBLIC HEARING: RESOLUTION NO. (R)15-43, APPROVING THE ADOPTION OF THE FINAL BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2015/16, INCLUDING APPROVAL OF THE 15-YEAR CAPITAL IMPROVEMENT PLAN (CIP) FROM FY 2015/16 THROUGH FY 2029/30

**RECOMMENDATION:**

Staff recommends approval.

**EXECUTIVE SUMMARY:**

On May 20, 2015, the Town Council adopted the Tentative Budget and set the local expenditure limitation for Fiscal Year 2015/16 in the amount of \$119,687,709. Tonight is the second public hearing scheduled for the adoption of the Final Budget, including adoption of the 15-Year Capital Improvement Plan (CIP) for FY 2015/16 through FY 2029/30.

No changes have been proposed to the May 20th Tentative Budget amounts; however, Town Council may authorize additional changes to the budget amounts this evening so long as those changes do not increase the maximum expenditure cap approved on May 20th.

**BACKGROUND OR DETAILED INFORMATION:**

The attached Auditor General budget forms summarize the revenues, expenditures and interfund transfers included in the FY 2015/16 budget and were published in the Daily Territorial newspaper as required by state law.

Also attached to this communication is the 15-Year CIP for FY 2015/16 through FY 2029/30. The first year CIP costs of \$20.7 million have been included in the Final Budget document.

While updating the 5-Year Financial Forecast presented to Town Council at the May 20th regular meeting, it was necessary to make several adjustments to the proposed 15-Year CIP included in the FY 2015/16 Recommended Budget, mainly in fiscal years 2016/17 through 2020/21. These adjustments were necessary to balance the 5-Year Financial Forecast due to fluctuations in future capital funding capacity in the General Fund and Highway Fund. The attached Town Council Report dated May 13, 2015 summarizes these changes and includes updated 15-Year CIP project sheets for the General Fund and Highway Fund.

It is important to note that the first year of the CIP, FY 2015/16, is included in the adopted budget. The future years in the CIP are a forecast based on current assumptions of funding availability and Town needs and are subject to change and updating during future budget processes.

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to (approve/deny) Resolution No. (R)15-43, approving the adoption of the final budget of the Town of Oro Valley for the Fiscal Year 2015/16 and further MOVE to approve the Town of Oro Valley 15-Year Capital Improvement Plan for FY 2015/16 through FY 2029/30.

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**Attachments**

(R)15-43 Adoption of FY 15-16 Final Budget

Auditor General Budget Schedules

Updated 15-Year CIP Changes

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**RESOLUTION NO. (R)15-43**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING THE ADOPTION OF THE BUDGET OF THE TOWN OF ORO VALLEY FOR THE FISCAL YEAR 2015-2016**

**WHEREAS**, on May 20, 2015, in accordance with Arizona Revised Statutes §§ 42-17101 and 42-17102, the Town authorized an estimate of the different amounts required to meet the public expenditures for the ensuing year, an estimate of revenues from sources other than direct taxation and the amount to be raised by taxation upon real and personal property of the Town of Oro Valley; and

**WHEREAS**, after notice of a public hearing in accordance with Arizona Revised Statutes §§ 42-17103, 42-17104 and 42-17105, the Council met on June 3, 2015 at which time any taxpayer was entitled to appear and be heard in favor of or against any of the proposed expenditures or tax levies before the Council adopted the estimates of the proposed expenditures, constituting the budget of the Town of Oro Valley for the Fiscal Year 2015-2016; and

**WHEREAS**, the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed the primary property tax levy limits as calculated in accordance with Arizona Revised Statutes § 42-17051(A); and

**WHEREAS**, it is in the best interest of the Town of Oro Valley to approve the estimates and expenditures/expenses shown on the accompanying schedules for the Fiscal Year 2015-2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Oro Valley, Arizona, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced or changed, are hereby adopted and approved as the budget of the Town of Oro Valley for the Fiscal Year 2015-2016 in the amount of \$119,687,709.

**BE IT FURTHER RESOLVED** that the Mayor and Council of the Town of Oro Valley are hereby authorized to take such steps as are necessary to execute and implement the budget for the Fiscal Year 2015-2016.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona this 3<sup>rd</sup> day of June, 2015.

**TOWN OF ORO VALLEY, ARIZONA**

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Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

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

**OFFICIAL BUDGET FORMS**

**CITY/TOWN OF \_\_\_\_Oro Valley\_\_\_\_**

**Fiscal Year 2016**

CITY/TOWN OF \_\_\_\_Oro Valley\_\_\_\_

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CITY/TOWN OF     Oro Valley      
 Summary Schedule of Estimated Revenues and Expenditures/Expenses  
 Fiscal Year 2016

Fiscal Year	S c h	FUNDS							Total All Funds
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	
2015	E	38,309,033	10,007,809	1,180,694	21,736,550	0	30,785,307	5,065,545	107,084,938
2015	E	29,285,230	7,853,130	1,042,201	6,436,754	0	19,451,727	4,183,619	68,252,661
2016		9,856,616	4,605,252	157,459	13,836,503		10,894,044	482,792	39,832,666
2016	B	0							0
2016	B								0
2016	C	31,857,264	12,012,427	323,391	13,246,859	0	16,226,470	4,388,632	78,055,043
2016	D	0	0	0	0	0	1,800,000	0	1,800,000
2016	D	0	0	0	0	0	0	0	0
2016	D	305,000	0	658,750	1,999,696	0	0	0	2,963,446
2016	D	1,706,810	762,910	0	460,696	0	33,030	0	2,963,446
2016									
LESS:									0
									0
									0
2016		40,312,070	15,854,769	1,139,600	28,622,362	0	28,887,484	4,871,424	119,687,709
2016	E	40,312,070	15,854,769	1,139,600	28,622,362	0	28,887,484	4,871,424	119,687,709

**EXPENDITURE LIMITATION COMPARISON**

	2015	2016
1. Budgeted expenditures/expenses	\$ 107,084,938	\$ 119,687,709
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	107,084,938	119,687,709
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 107,084,938	\$ 119,687,709
6. EEC expenditure limitation	\$ 107,084,938	\$ 119,687,709

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**CITY/TOWN OF     Oro Valley**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2015</b>	<b>ACTUAL REVENUES* 2015</b>	<b>ESTIMATED REVENUES 2016</b>
<b>GENERAL FUND</b>			
<b>Local taxes</b>			
Local Sales Tax	\$ 15,136,905	\$ 14,802,467	\$ 14,780,654
Cable Franchise Tax	540,000	560,000	570,000
<b>Licenses and permits</b>			
Licenses	182,000	188,000	192,000
Permits	1,567,547	1,234,226	1,516,000
Fees	56,000	66,000	56,000
<b>Intergovernmental</b>			
State/County Shared	10,303,762	10,303,762	10,428,531
State Grants	1,607,300	1,422,155	1,434,300
Federal Grants	597,365	662,549	551,545
Other	15,000	15,000	105,000
<b>Charges for services</b>			
Reimbursements	192,500	122,000	122,000
Fees	851,700	1,037,449	1,008,100
Other	644,795	635,180	743,734
<b>Fines and forfeits</b>			
Fines	180,000	120,000	120,000
<b>Interest on investments</b>			
Interest Income	81,125	90,000	94,400
<b>Miscellaneous</b>			
Miscellaneous	135,000	135,000	135,000
<b>Total General Fund</b>	<b>\$ 32,090,999</b>	<b>\$ 31,393,788</b>	<b>\$ 31,857,264</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY/TOWN OF Oro Valley**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
<b>SPECIAL REVENUE FUNDS</b>			
<b>Highway User Revenue Fund</b>			
Highway User Fuel Tax	\$ 2,754,947	\$ 2,882,445	\$ 2,985,464
Permits	52,000	58,882	51,000
Interest Income	19,250	25,000	22,400
Charges for Services	129,493	129,493	134,000
Other	10,000	10,000	10,000
	<u>\$ 2,965,690</u>	<u>\$ 3,105,820</u>	<u>\$ 3,202,864</u>
<b>Bed Tax Fund</b>			
Local Sales Tax	\$ 944,571	\$ 944,571	\$ 945,000
Interest Income	4,125	6,000	4,800
	<u>\$ 948,696</u>	<u>\$ 950,571</u>	<u>\$ 949,800</u>
<b>Seizures &amp; Forfeitures - State Fund</b>			
Seizures and Forfeitures	\$ 175,000	\$ 98,037	\$ 175,000
Interest Income		1,469	
	<u>\$ 175,000</u>	<u>\$ 99,506</u>	<u>\$ 175,000</u>
<b>Seizures &amp; Forfeitures - Federal Fund</b>			
Seizures and Forfeitures	\$ 250,000	\$ 15,224	\$ 250,000
Interest Income		1,026	
	<u>\$ 250,000</u>	<u>\$ 16,250</u>	<u>\$ 250,000</u>
<b>Impound Fee Fund</b>			
Fees	\$ 26,610	\$ 36,000	\$ 34,000
	<u>\$ 26,610</u>	<u>\$ 36,000</u>	<u>\$ 34,000</u>
<b>Community Center &amp; Golf Fund</b>			
Local Sales Tax	\$	\$ 200,000	\$ 2,000,000
Charges for Services		1,718,547	5,400,763
	<u>\$</u>	<u>\$ 1,918,547</u>	<u>\$ 7,400,763</u>
<b>Total Special Revenue Funds</b>	<u>\$ 4,365,996</u>	<u>\$ 6,126,694</u>	<u>\$ 12,012,427</u>
<b>DEBT SERVICE FUNDS</b>			
<b>Municipal Debt Service Fund</b>			
Federal Grants	\$ 67,877	\$ 67,877	\$ 58,238
Interest Income		29	
Miscellaneous	83,000	90,000	90,000
	<u>\$ 150,877</u>	<u>\$ 157,906</u>	<u>\$ 148,238</u>
<b>Oracle Road Improvement District</b>			
Special Assessments	\$ 175,918	\$ 175,918	\$ 175,153
	<u>\$ 175,918</u>	<u>\$ 175,918</u>	<u>\$ 175,153</u>
<b>Total Debt Service Funds</b>	<u>\$ 326,795</u>	<u>\$ 333,824</u>	<u>\$ 323,391</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY/TOWN OF     Oro Valley**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2015</b>	<b>ACTUAL REVENUES* 2015</b>	<b>ESTIMATED REVENUES 2016</b>
<b>CAPITAL PROJECTS FUNDS</b>			
<b>Alternative Water Resources Development Impact Fee Fund</b>			
Development Impact Fees	\$ 1,409,646	\$ 767,425	\$ 1,331,323
Interest Income	17,050	20,000	19,840
	<u>\$ 1,426,696</u>	<u>\$ 787,425</u>	<u>\$ 1,351,163</u>
<b>Potable Water System Development Impact Fee Fund</b>			
Development Impact Fees	\$ 707,691	\$ 443,075	\$ 663,207
Interest Income	17,050	20,000	19,840
	<u>\$ 724,741</u>	<u>\$ 463,075</u>	<u>\$ 683,047</u>
<b>Townwide Roadway Development Impact Fee Fund</b>			
State Grants	\$ 4,060,000	\$ 2,654,446	\$
Development Impact Fees	900,666	347,642	424,532
Interest Income	3,000	2,473	2,000
Other	22,500	22,925	\$
	<u>\$ 4,986,166</u>	<u>\$ 3,027,486</u>	<u>\$ 426,532</u>
<b>Parks &amp; Recreation Impact Fee Fund</b>			
Development Impact Fees	\$ 307,772	\$ 115,560	\$ 171,200
Interest Income	\$	54	\$
	<u>\$ 307,772</u>	<u>\$ 115,614</u>	<u>\$ 171,200</u>
<b>Police Impact Fee Fund</b>			
Development Impact Fees	\$ 133,996	\$ 47,718	\$ 66,917
Interest Income	\$	\$	\$
	<u>\$ 133,996</u>	<u>\$ 47,718</u>	<u>\$ 66,917</u>
<b>General Government Impact Fee Fund</b>			
Development Impact Fees	\$	\$	\$
Interest Income	\$	2	\$
	<u>\$</u>	<u>\$ 2</u>	<u>\$</u>
<b>General Government CIP Fund</b>			
State Grants	\$	\$	\$ 81,000
	<u>\$</u>	<u>\$</u>	<u>\$ 81,000</u>
<b>PAG/RTA Fund</b>			
State Grants	\$	\$	\$ 10,414,000
Other	\$	\$	22,500
Interest Income	\$	\$	500
	<u>\$</u>	<u>\$</u>	<u>\$ 10,437,000</u>
<b>Library Impact Fee Fund</b>			
Donations	\$	\$	\$ 30,000
	<u>\$</u>	<u>\$</u>	<u>\$ 30,000</u>
<b>Total Capital Projects Funds</b>	<u>\$ 7,579,371</u>	<u>\$ 4,441,320</u>	<u>\$ 13,246,859</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY/TOWN OF     Oro Valley**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2016**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUES 2015</b>	<b>ACTUAL REVENUES* 2015</b>	<b>ESTIMATED REVENUES 2016</b>
<b>ENTERPRISE FUNDS</b>			
<b>Oro Valley Water Utility Fund</b>			
Water Sales	\$ 12,078,800	\$ 11,793,000	\$ 12,160,500
Charges for Services	3,189,200	3,143,500	3,184,200
Interest Income	51,150	75,000	59,520
	<u>\$ 15,319,150</u>	<u>\$ 15,011,500</u>	<u>\$ 15,404,220</u>
<b>Stormwater Utility Fund</b>			
State Grants	\$	\$	\$ 35,000
Charges for Services	789,300	789,300	787,000
Interest Income	1,000	250	250
	<u>\$ 790,300</u>	<u>\$ 789,550</u>	<u>\$ 822,250</u>
<b>Total Enterprise Funds</b>	<u>\$ 16,109,450</u>	<u>\$ 15,801,050</u>	<u>\$ 16,226,470</u>
<b>INTERNAL SERVICE FUNDS</b>			
<b>Fleet Fund</b>			
Fleet Services	\$ 1,467,800	\$ 1,390,772	\$ 1,333,903
Miscellaneous	151,313	175,981	194,329
State Grants	308,000		
	<u>\$ 1,927,113</u>	<u>\$ 1,566,753</u>	<u>\$ 1,528,232</u>
<b>Benefit Self Insurance Fund</b>			
Miscellaneous	\$ 2,431,200	\$ 2,430,200	\$ 2,860,400
	<u>\$ 2,431,200</u>	<u>\$ 2,430,200</u>	<u>\$ 2,860,400</u>
<b>Total Internal Service Funds</b>	<u>\$ 4,358,313</u>	<u>\$ 3,996,953</u>	<u>\$ 4,388,632</u>
<b>TOTAL ALL FUNDS</b>	<u>\$ 64,830,924</u>	<u>\$ 62,093,629</u>	<u>\$ 78,055,043</u>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CITY/TOWN OF      Oro Valley**  
**Other Financing Sources/<Uses> and Interfund Transfers**  
**Fiscal Year 2016**

<b>FUND</b>	<b>OTHER FINANCING 2016</b>		<b>INTERFUND TRANSFERS 2016</b>	
	<b>SOURCES</b>	<b>&lt;USES&gt;</b>	<b>IN</b>	<b>&lt;OUT&gt;</b>
<b>GENERAL FUND</b>				
Tfr to Municipal Debt Service Fund	\$	\$	\$	\$ 194,810
Tfr to Oracle Road Improvement District Fund				3,000
Tfr to General Government CIP Fund				1,509,000
Tfr from Bed Tax Fund			185,000	
Tfr from Community Center & Golf Fund			120,000	
<b>Total General Fund</b>	\$	\$	\$ 305,000	\$ 1,706,810
<b>SPECIAL REVENUE FUNDS</b>				
Bed Tax Fund	\$	\$	\$	\$ 414,544
Highway User Revenue Fund				228,366
Community Center & Golf Fund				120,000
<b>Total Special Revenue Funds</b>	\$	\$	\$	\$ 762,910
<b>DEBT SERVICE FUNDS</b>				
Municipal Debt Service Fund	\$	\$	\$ 655,750	\$
Oracle Road Improvement District Fund			3,000	
<b>Total Debt Service Funds</b>	\$	\$	\$ 658,750	\$
<b>CAPITAL PROJECTS FUNDS</b>				
General Government CIP Fund	\$	\$	\$ 1,539,000	\$
Townwide Roadway Dev Impact Fee Fund				460,696
PAG/RTA Fund			460,696	
<b>Total Capital Projects Funds</b>	\$	\$	\$ 1,999,696	\$ 460,696
<b>ENTERPRISE FUNDS</b>				
Oro Valley Water Utility Fund	\$ 1,800,000	\$	\$	\$ 33,030
<b>Total Enterprise Funds</b>	\$ 1,800,000	\$	\$	\$ 33,030
<b>TOTAL ALL FUNDS</b>	\$ 1,800,000	\$	\$ 2,963,446	\$ 2,963,446

**CITY/TOWN OF Oro Valley**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2016**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
<b>GENERAL FUND</b>				
Clerk	\$ 497,102	\$	\$ 391,102	\$ 407,900
Council	207,022		207,022	211,995
Development & Infrastructure Svcs	4,564,803		4,303,182	4,596,216
Finance	748,060		737,182	779,760
General Administration	1,867,600		1,805,600	1,804,970
Human Resources	371,998		371,998	366,775
Information Technology	1,432,374		1,432,374	1,571,326
Legal	756,855		743,405	764,837
Magistrate Court	789,826		789,826	837,629
Town Manager's Office	721,724		721,724	769,521
Parks and Recreation	2,722,617		2,722,617	3,004,988
Police	14,885,819		14,759,198	15,245,016
Contingency Reserve	10,133,233	(1,390,000)	300,000	9,951,137
<b>Total General Fund</b>	<b>\$ 39,699,033</b>	<b>\$ (1,390,000)</b>	<b>\$ 29,285,230</b>	<b>\$ 40,312,070</b>
<b>SPECIAL REVENUE FUNDS</b>				
Highway User Revenue Fund	\$ 6,798,419	\$	\$ 4,354,328	\$ 5,901,151
Seizures & Forfeitures - State Fund	582,353		413,561	387,846
Seizures & Forfeitures - Federal Fund	564,398		328,365	287,609
Bed Tax Fund	836,029		608,157	950,226
Impound Fee Fund	26,610		26,610	50,736
Community Center & Golf Fund		1,200,000	2,122,109	8,277,201
<b>Total Special Revenue Funds</b>	<b>\$ 8,807,809</b>	<b>\$ 1,200,000</b>	<b>\$ 7,853,130</b>	<b>\$ 15,854,769</b>
<b>DEBT SERVICE FUNDS</b>				
Municipal Debt Service Fund	\$ 1,002,640	\$	\$ 864,233	\$ 961,216
Oracle Road Improvement District Fund	178,054		177,968	178,384
<b>Total Debt Service Funds</b>	<b>\$ 1,180,694</b>	<b>\$</b>	<b>\$ 1,042,201</b>	<b>\$ 1,139,600</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Townwide Roadway Dev Impact Fee Fund	\$ 7,037,558	\$	\$ 2,641,439	\$ 3,143,049
Naranja Park Fund	608,821		600,000	137,056
Alternative Water Rscs Dev Impact Fee Fund	4,284,831		152,891	5,321,796
Potable Water System Dev Impact Fee Fund	4,840,758		327,424	5,324,333
Parks & Recreation Impact Fee Fund	307,852			308,369
Library Impact Fee Fund	114,798		20,000	124,798
Police Impact Fee Fund	302,238			320,571
General Government Impact Fee Fund	3,504			3,504
Recreation In Lieu Fee Fund	6,190			6,190
General Government CIP Fund	4,040,000	190,000	2,695,000	3,035,000
PAG/RTA Fund				10,897,696
<b>Total Capital Projects Funds</b>	<b>\$ 21,546,550</b>	<b>\$ 190,000</b>	<b>\$ 6,436,754</b>	<b>\$ 28,622,362</b>
<b>ENTERPRISE FUNDS</b>				
Oro Valley Water Utility Fund	\$ 29,545,566	\$	\$ 18,439,876	\$ 27,784,061
Stormwater Utility Fund	1,239,741		1,011,851	1,103,423
<b>Total Enterprise Funds</b>	<b>\$ 30,785,307</b>	<b>\$</b>	<b>\$ 19,451,727</b>	<b>\$ 28,887,484</b>
<b>INTERNAL SERVICE FUNDS</b>				
Fleet Fund	\$ 2,047,943	\$	\$ 1,390,772	\$ 1,789,162
Benefit Self Insurance Fund	3,017,602		2,792,847	3,082,262
<b>Total Internal Service Funds</b>	<b>\$ 5,065,545</b>	<b>\$</b>	<b>\$ 4,183,619</b>	<b>\$ 4,871,424</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 107,084,938</b>	<b>\$</b>	<b>\$ 68,252,661</b>	<b>\$ 119,687,709</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY/TOWN OF     Oro Valley**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
<b>Clerk:</b>				
General Fund	\$ 497,102	\$	\$ 391,102	\$ 407,900
<b>Department Total</b>	<b>\$ 497,102</b>	<b>\$</b>	<b>\$ 391,102</b>	<b>\$ 407,900</b>
<b>Council:</b>				
General Fund	\$ 207,022	\$	\$ 207,022	\$ 211,995
<b>Department Total</b>	<b>\$ 207,022</b>	<b>\$</b>	<b>\$ 207,022</b>	<b>\$ 211,995</b>
<b>Development &amp; Infrastructure Svcs:</b>				
General Fund	\$ 4,564,803	\$	\$ 4,303,182	\$ 4,596,216
Highway Fund	6,798,419		4,354,328	5,901,151
Townwide Roadway Dev Impact Fee Fund	7,037,558		2,641,439	3,143,049
Stormwater Utility Fund	1,239,741		1,011,851	1,103,423
Fleet Fund	2,047,943		1,390,772	1,789,162
PAG/RTA Fund				10,897,696
<b>Department Total</b>	<b>\$ 21,688,464</b>	<b>\$</b>	<b>\$ 13,701,572</b>	<b>\$ 27,430,697</b>
<b>Finance:</b>				
General Fund	\$ 748,060	\$	\$ 737,182	\$ 779,760
<b>Department Total</b>	<b>\$ 748,060</b>	<b>\$</b>	<b>\$ 737,182</b>	<b>\$ 779,760</b>
<b>General Administration:</b>				
General Fund	\$ 1,867,600	\$	\$ 1,805,600	\$ 1,804,970
General Fund - Contingency Reserve	10,133,233	(1,390,000)	300,000	9,951,137
Municipal Debt Service Fund	1,002,640		864,233	961,216
Oracle Road Improvement District Fund	178,054		177,968	178,384
Benefit Self Insurance Fund	3,017,602		2,792,847	3,082,262
General Government Impact Fee Fund	3,504			3,504
General Government CIP Fund	4,040,000	190,000	2,695,000	3,035,000
Library Impact Fee Fund	114,798		20,000	124,798
<b>Department Total</b>	<b>\$ 20,357,431</b>	<b>\$ (1,200,000)</b>	<b>\$ 8,655,648</b>	<b>\$ 19,141,271</b>
<b>Human Resources:</b>				
General Fund	\$ 371,998	\$	\$ 371,998	\$ 366,775
<b>Department Total</b>	<b>\$ 371,998</b>	<b>\$</b>	<b>\$ 371,998</b>	<b>\$ 366,775</b>
<b>Information Technology:</b>				
General Fund	\$ 1,432,374	\$	\$ 1,432,374	\$ 1,571,326
<b>Department Total</b>	<b>\$ 1,432,374</b>	<b>\$</b>	<b>\$ 1,432,374</b>	<b>\$ 1,571,326</b>
<b>Legal:</b>				
General Fund	\$ 756,855	\$	\$ 743,405	\$ 764,837
<b>Department Total</b>	<b>\$ 756,855</b>	<b>\$</b>	<b>\$ 743,405</b>	<b>\$ 764,837</b>
<b>Magistrate Court:</b>				
General Fund	\$ 789,826	\$	\$ 789,826	\$ 837,629
<b>Department Total</b>	<b>\$ 789,826</b>	<b>\$</b>	<b>\$ 789,826</b>	<b>\$ 837,629</b>
<b>Town Manager's Office:</b>				
General Fund	\$ 721,724	\$	\$ 721,724	\$ 769,521
Bed Tax Fund	836,029		608,157	950,226
<b>Department Total</b>	<b>\$ 1,557,753</b>	<b>\$</b>	<b>\$ 1,329,881</b>	<b>\$ 1,719,747</b>
<b>Parks and Recreation:</b>				
General Fund	\$ 2,722,617	\$	\$ 2,722,617	\$ 3,004,988
Parks & Recreation Impact Fee Fund	307,852			308,369
Naranja Park Fund	608,821		600,000	137,056
Recreation In Lieu Fee Fund	6,190			6,190
Community Center & Golf Fund		1,200,000	2,122,109	8,277,201
<b>Department Total</b>	<b>\$ 3,645,480</b>	<b>\$ 1,200,000</b>	<b>\$ 5,444,726</b>	<b>\$ 11,733,804</b>

**CITY/TOWN OF     Oro Valley**  
**Expenditures/Expenses by Department**  
**Fiscal Year 2016**

<b>DEPARTMENT/FUND</b>	<b>ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015</b>	<b>EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015</b>	<b>ACTUAL EXPENDITURES/ EXPENSES* 2015</b>	<b>BUDGETED EXPENDITURES/ EXPENSES 2016</b>
Police:				
General Fund	\$ 14,885,819	\$	\$ 14,759,198	\$ 15,245,016
Seizures & Forfeitures - State Fund	582,353		413,561	387,846
Seizures & Forfeitures - Federal Fund	564,398		328,365	287,609
Police Impact Fee Fund	302,238			320,571
Impound Fee Fund	26,610		26,610	50,736
<b>Department Total</b>	<b>\$ 16,361,418</b>	<b>\$</b>	<b>\$ 15,527,734</b>	<b>\$ 16,291,778</b>
Water Utility:				
Oro Valley Water Utility Fund	\$ 29,545,566	\$	\$ 18,439,876	\$ 27,784,061
Alternative Water Rscs Dev Impact Fee Fund	4,284,831		152,891	5,321,796
Potable Water System Dev Impact Fee Fund	4,840,758		327,424	5,324,333
<b>Department Total</b>	<b>\$ 38,671,155</b>	<b>\$</b>	<b>\$ 18,920,191</b>	<b>\$ 38,430,190</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**CITY/TOWN OF      Oro Valley**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2016**

<b>FUND</b>	<b>Full-Time Equivalent (FTE) 2016</b>	<b>Employee Salaries and Hourly Costs 2016</b>	<b>Retirement Costs 2016</b>	<b>Healthcare Costs 2016</b>	<b>Other Benefit Costs 2016</b>	<b>Total Estimated Personnel Compensation 2016</b>
<b>GENERAL FUND</b>	270.54	\$ 16,301,577	\$ 2,484,311	\$ 1,878,739	\$ 1,775,446	\$ 22,440,073
<b>SPECIAL REVENUE FUNDS</b>						
Highway Fund	23.48	\$ 1,406,310	\$ 159,221	\$ 205,577	\$ 166,045	\$ 1,937,153
Bed Tax Fund	3.00	198,828	22,806	12,297	16,270	250,201
Impound Fee Fund	0.50	22,773	2,612	390	1,846	27,621
Seizures & Forfeitures - State Fund	2.00	100,586	21,626	8,198	14,229	144,639
Seizures & Forfeitures - Federal Fund	1.00	50,293	10,813	4,099	7,114	72,319
Community Center & Golf Fund	13.36	383,746	23,117	16,182	39,472	462,517
<b>Total Special Revenue Funds</b>	<b>43.34</b>	<b>\$ 2,162,536</b>	<b>\$ 240,195</b>	<b>\$ 246,743</b>	<b>\$ 244,976</b>	<b>\$ 2,894,450</b>
<b>CAPITAL PROJECTS FUNDS</b>						
PAG/RTA Fund	1.00	\$ 45,908	\$ 5,266	\$ 9,403	\$ 4,218	\$ 64,795
<b>Total Capital Projects Funds</b>	<b>1.00</b>	<b>\$ 45,908</b>	<b>\$ 5,266</b>	<b>\$ 9,403</b>	<b>\$ 4,218</b>	<b>\$ 64,795</b>
<b>ENTERPRISE FUNDS</b>						
Oro Valley Water Utility Fund	38.48	\$ 2,390,176	\$ 272,323	\$ 282,143	\$ 228,380	\$ 3,173,022
Stormwater Utility Fund	3.85	254,967	29,245	39,467	22,941	346,620
<b>Total Enterprise Funds</b>	<b>42.33</b>	<b>\$ 2,645,143</b>	<b>\$ 301,568</b>	<b>\$ 321,610</b>	<b>\$ 251,321</b>	<b>\$ 3,519,642</b>
<b>INTERNAL SERVICE FUND</b>						
Fleet Fund	1.15	\$ 62,586	\$ 7,179	\$ 7,999	\$ 6,554	\$ 84,318
<b>Total Internal Service Fund</b>	<b>1.15</b>	<b>\$ 62,586</b>	<b>\$ 7,179</b>	<b>\$ 7,999</b>	<b>\$ 6,554</b>	<b>\$ 84,318</b>
<b>TOTAL ALL FUNDS</b>	<b>358.36</b>	<b>\$ 21,217,750</b>	<b>\$ 3,038,519</b>	<b>\$ 2,464,494</b>	<b>\$ 2,282,515</b>	<b>\$ 29,003,278</b>



Town Manager's Office

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TOWN COUNCIL REPORT

DATE: May 13, 2015  
TO: Mayor and Councilmembers  
FROM: Greg Caton, Town Manager  
Stacey Lemos, Finance Director  
SUBJECT: Updated 15-year CIP

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This report is intended to provide Mayor and Council with an updated 15-Year Capital Improvement Program (CIP) for FY 2015/16 – FY 2029/30, specifically for the General Government CIP Fund and the Highway Fund, due to projected revenue fluctuations in future years.

DISCUSSION

While updating the 5-Year Financial Forecast for the Town to be presented on May 20, it was necessary to make several adjustments to the proposed 15-Year CIP included in the FY 2015/16 Recommended Budget, particularly in fiscal years 2016/17 through 2020/21. These adjustments were necessary to balance the 5-Year Financial Forecast due to fluctuations in future capital funding capacity in the General Fund and Highway Fund.

Typically, staff begins preparation of the 15-Year CIP in November/December for inclusion in the next year's Recommended Budget. By April/May, staff begins preparing the 5-Year Financial Forecast when revenue projections are clearer. One aspect driving the need to lower the funding for CIP is that our one-time revenues from construction activity continue to be somewhat variable and challenging to predict, especially in the outer years of the forecast. Additionally, the 5-Year forecast includes the re-establishment of the transfer of a portion of construction sales taxes from the General Fund to the Highway Fund beginning in FY 2016/17. Over the past two years, this portion of construction sales tax revenues had been allocated toward CIP projects in the form of a transfer to the General Government CIP Fund.

The attached CIP sheets for the General Government CIP Fund and Highway Fund outline the project funding adjustments in the yellow-highlighted areas from what was originally included in the CIP within the FY 2015/16 Recommended Budget.

In the General Government CIP Fund, the first five years of the CIP totaled \$8,960,000 in the FY 2015/16 Recommended Budget. The revised total for the first five years of the CIP in the attached sheet is now \$7,015,000, for a reduction of \$1,945,000. This reduction is primarily due to shifting \$1,470,000 in project costs to FY 2020/21, and reducing the FY 2016/17 project budget for the Police Property/ID and Substation facility by \$400,000 from \$1,360,000 to \$960,000.

In the Highway Fund, the first five years of the CIP totaled \$8,765,000 in the FY 2015/16 Recommended Budget. The revised total for the first five years of the CIP in the attached Highway Fund sheet is now \$8,265,000, for a reduction of \$500,000. This reduction is

primarily due to shifting \$300,000 in project costs to FY 2020/21, delaying the Sidewalk Safety Program by one year to begin in FY 2017/18 (savings of \$150,000) and eliminating the replacement of illuminated street signs in FY 2016/17 (savings of \$50,000). It is important to remember that the future years of the CIP Program are very fluid and subject to change due to the needs of the Town and funding availability.

These revised schedules will replace the schedules that are currently included in the Recommended Budget when Mayor and Council consider adoption of the 15-Year Capital Improvement Program along with the FY 2015/16 Final Budget adoption on June 3.

**RECOMMENDATION / CONCLUSION**

This report is for information only.

# CAPITAL IMPROVEMENT PROGRAM

Project Name	Department	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	TOTAL \$
<b>GENERAL GOVERNMENT CIP FUND</b>																	
Facilities Expansion & Improvements	DIS-Fleet/Transit		\$ 50,000				\$ 125,000										175,000
Transit Scheduling Software and Mobility Data System	DIS-Transit	\$ 90,000															90,000
Infrastructure Asset Management Software	DIS-Admin	\$ 40,000															40,000
Aquatic Center Parking Lot Lighting	DIS-Engineering	\$ 200,000															200,000
Replacement Phone System	IT								\$ 300,000								300,000
Town Backups	IT						\$ 200,000										200,000
Server Room Expansion	IT		\$ 150,000														150,000
Server Operating System Upgrade	IT					\$ 50,000					\$ 60,000				\$ 70,000		180,000
Network Storage Upgrade	IT			\$ 50,000					\$ 60,000					\$ 72,000			182,000
Database Licensing	IT						\$ 80,000					\$ 85,000				\$ 93,500	258,500
Upgrade Desktop Operating System	IT		\$ 150,000							\$ 200,000							570,000
Virtual Server Host System Replacement	IT	\$ 60,000					\$ 60,000					\$ 60,000					246,000
Replace Network Infrastructure Hardware	IT						\$ 50,000			\$ 200,000							250,000
Fiber-Optic Connection - Calle Concordia	IT	\$ 50,000															50,000
IT Townwide Facility Improvements	IT	\$ 50,000															50,000
IT Regulatory Compliance	IT		\$ 50,000				\$ 50,000	\$ 50,000			\$ 50,000		\$ 50,000				250,000
New Court/Prosecution Building	Legal							\$ 3,500,000									3,500,000
Courtroom Remodel and Bench Redesign	Court	\$ 165,000															165,000
Court/Prosecution Building Lobby Expansion	Court							\$ 250,000									250,000
Two Additional Soccer Fields at Naranja Park	Parks & Rec			\$ 600,000													600,000
New Playground at Naranja Park	Parks & Rec				\$ 200,000	\$ 150,000	\$ 45,000										395,000
Playground Additions/Upgrades at Riverfront Park	Parks & Rec						\$ 200,000										200,000
Renovate Upper Soccer Field at Riverfront Park	Parks & Rec				\$ 200,000												200,000
Convert Lower Soccer Field to Softball at Riverfront Park	Parks & Rec						\$ 200,000										200,000
Playground Upgrade at JDK Park	Parks & Rec						\$ 200,000										200,000
New Park Ramadas	Parks & Rec		\$ 100,000			\$ 100,000		\$ 100,000									300,000
Expand and Upgrade Green Field at JDK Park	Parks & Rec						\$ 150,000										150,000
Honeybee Canyon Park Upgrades	Parks & Rec						\$ 150,000										150,000
Improvements at Steam Pump Ranch	Parks & Rec	\$ 475,000															475,000
Procter/Leiber House Renovation at Steam Pump Ranch	Parks & Rec		\$ 400,000	\$ 100,000													500,000
New Restroom at Naranja Park (Rollover)	Parks & Rec	\$ 145,000															
Town Hall Parking Lot Landscaping	Parks & Rec							\$ 75,000									75,000
Mobile Stage	Parks & Rec						\$ 150,000										150,000
El Conquistador Country Club & Golf Course Acquisition	Parks & Rec	\$ 300,000	\$ 350,000	\$ 350,000													1,000,000
Property/ID and Southern Substation Building	Police	\$ 1,220,000	\$ 960,000														2,180,000
Taser Replacement	Police	\$ 86,000															86,000
Mobile Data Computer (MDC) Replacement	Police	\$ 124,000															124,000
New Substation and Training Facility at MOC	Police							\$ 3,170,000									3,170,000
Substation and Training Facility (Arroyo Grande)	Police												\$ 3,170,000				3,170,000
Replace Command Post	Police						\$ 300,000										300,000
Expand Communications Infrastructure	Police							\$ 200,000									200,000
<b>TOTAL GENERAL GOVERNMENT CIP FUND</b>		<b>\$ 3,005,000</b>	<b>\$ 1,960,000</b>	<b>\$ 1,350,000</b>	<b>\$ 400,000</b>	<b>\$ 300,000</b>	<b>\$ 1,960,000</b>	<b>\$ 3,975,000</b>	<b>\$ 3,430,000</b>	<b>\$ 700,000</b>	<b>\$ 110,000</b>	<b>\$ 145,000</b>	<b>\$ 50,000</b>	<b>\$ 3,242,000</b>	<b>\$ 70,000</b>	<b>\$ 379,500</b>	<b>\$ 20,931,500</b>

# CAPITAL IMPROVEMENT PROGRAM

Project Name	Department	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	TOTAL \$
<b>HIGHWAY FUND</b>																	
4X4 Extended Backhoe - Replacement	DIS-Streets	\$ 125,000															125,000
Skidsteer (Bobcat) with Attachments - Replacement	DIS-Streets								\$ 100,000								100,000
Small Asphalt Laydown Machine	DIS-Streets		\$ 125,000														125,000
Excavator - Expansion	DIS-Streets		\$ 325,000														325,000
10 Wheel Tractor w/Day Cab - Expansion	DIS-Streets						\$ 115,000										115,000
4000 Gallon Water Truck - Replacement	DIS-Streets						\$ 110,000						\$ 110,000				220,000
Belly Dump - Expansion	DIS-Streets					\$ 75,000											75,000
Belly Dump - (Rock End Dump) - Expansion	DIS-Streets					\$ 75,000											75,000
10 Ton Smooth Drum Roller - Replacement	DIS-Streets					\$ 75,000											75,000
Low Boy Trailer - Expansion	DIS-Streets					\$ 75,000											75,000
Rubber Tire Pneumatic Roller - Replacement	DIS-Streets							\$ 80,000									80,000
Smaller Asphalt Laydown Machine - Expansion	DIS-Streets									\$ 125,000							125,000
Gannon & Mower - Replacement	DIS-Streets							\$ 80,000									80,000
Crack Seal Unit Replacement with Auto Feed	DIS-Streets								\$ 90,000					\$ 100,000			190,000
Blade/Motor Grader - Replacement	DIS-Streets									\$ 350,000							350,000
Steel Roller - Replacement	DIS-Streets										\$ 65,000						65,000
Vermeer - Wood Chipper - Replacement	DIS-Streets											\$ 110,000					110,000
4.5 Cubic Loader 938G - Replacement	DIS-Streets									\$ 250,000							250,000
Crack Sealing Machine - Replacement	DIS-Streets															\$ 100,000	100,000
ADC Vehicle	DIS-Streets			\$ 50,000													50,000
Pavement Preservation Program	DIS-Engineering	\$ 1,350,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	18,850,000
Rancho Vistoso Boulevard Street Lights	DIS-Engineering				\$ 150,000	\$ 50,000											200,000
Tangerine Access to Safeway (1st Ave) - Safety (Rollover)	DIS-Engineering	\$ 180,000															180,000
Infrastructure Asset Management Software	DIS-Admin	\$ 60,000	\$ 50,000														110,000
Illuminated Street Signs (2 Intersections per Year)	DIS-Engineering	\$ 50,000		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000								350,000
Sidewalk Safety Program	DIS-Engineering		\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	1,950,000
<b>TOTAL HIGHWAY FUND</b>		<b>\$ 1,765,000</b>	<b>\$ 1,750,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,600,000</b>	<b>\$ 1,650,000</b>	<b>\$ 1,825,000</b>	<b>\$ 1,610,000</b>	<b>\$ 1,640,000</b>	<b>\$ 2,125,000</b>	<b>\$ 1,465,000</b>	<b>\$ 1,510,000</b>	<b>\$ 1,510,000</b>	<b>\$ 1,500,000</b>	<b>\$ 1,400,000</b>	<b>\$ 1,500,000</b>	<b>\$ 24,350,000</b>



**Town Council Regular Session**

**Item # 3.**

**Meeting Date:** 06/03/2015  
**Requested by:** Councilmember Zinkin & Councilmember Garner  
**Submitted By:** Mike Standish, Town Clerk's Office  
**Department:** Town Clerk's Office

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**Information**

**SUBJECT:**

MOTION FOR RECONSIDERATION OF THE MAY 20, 2015 APPROVAL OF ORDINANCE NO. (O)15-08, SPECIFICALLY RELATING TO ILLUMINATED SIGNS

**RECOMMENDATION:**

N/A

**EXECUTIVE SUMMARY:**

Councilmember Zinkin and Councilmember Garner requested that this item be placed on the June 3, 2015 agenda for discussion and possible action.

**BACKGROUND OR DETAILED INFORMATION:**

N/A

**FISCAL IMPACT:**

N/A

**SUGGESTED MOTION:**

I MOVE to \_\_\_\_\_.

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## Town Council Regular Session

Item # **4.**

**Meeting Date:** 06/03/2015

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

**Department:** Town Manager's Office

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### Information

#### **SUBJECT:**

RESOLUTION NO. (R)15-41, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE GREATER ORO VALLEY CHAMBER OF COMMERCE

#### **RECOMMENDATION:**

Staff recommends approval.

#### **EXECUTIVE SUMMARY:**

Annexations and the retention/attraction of multi-day special events continue to be priorities for the Town. To show our commitment to these efforts, staff is proposing a three-year agreement with the Greater Oro Valley Chamber of Commerce.

The Economic Development staff worked with the Legal Department to draft a three-year Financial Participation Agreement (FPA) between the Town of Oro Valley and the Chamber that identifies specific performance measures for the agency, including evaluation criteria and reporting requirements.

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

Economic Development staff and the Chamber developed the following performance measures, which are outlined in Section 2 of the FPA:

#### **Business Recruitment, Retention and Outreach**

- a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program.
- b. The Chamber will coordinate with at least 25 Oro Valley businesses and offer discounts, during the weekend of March 18 – 20, 2016 for the athletes participating in the Arizona Distance Classic.
- c. To expand upon the Shop Oro Valley campaign and the OV Dollars program, the Chamber will coordinate at least two "Shop Oro Valley" special events with Oro Valley businesses. One of the events will be held at the Oro Valley Annual Tree Lighting Ceremony.
- d. The Chamber will serve as a second distribution point for OV Dollars and will provide a minimum total sales of \$15,000 during the period of this contract.
- e. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Shop Oro Valley Campaign and OV Dollars and other economic development-related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.
- f. The Chamber will coordinate with existing and new participants of the OV Dollars program and

determine their interest in offering incentives, such as “on the first Tuesday of every month from 5 – 7 p.m. receive 10% off your purchase, when you use your OV Dollars card,” as part expanding the OV Dollars program.

### **Special Events**

- a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.
- b. The Chamber will host four Oro Valley educational forums that will be open to members and non-members.
- c. The Chamber will host a quarterly coffee with the ‘Mayor and Manager’ program that will be open to members and non-members and will be focused on topics occurring/impacting Oro Valley.
- d. The Chamber will arrange volunteer meals for at least two Oro Valley major events, such as the Arizona Swimming Short Course State Championships and the State Golf Tournament Championships.
- e. The Chamber will collect marketing materials from Oro Valley area businesses that will be given to attendees and athletes during special events. The materials will be provided to the Economic Development Division one week prior to the day of the event.
- f. The Chamber will assist in providing \$10 in OV Dollars to 500 athletes of the 2016 Arizona Distance Classic. The total cost will be split between the Town of Oro Valley, M3S Sports and Visit Tucson. The total cost the Chamber will provide the town is \$1,250.
- g. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
- h. The Chamber will host at least two events at the Community and Recreation Center.
  - i. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
  - j. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
- k. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
- l. During the term of this Agreement, the Agency will refrain from endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

### **FISCAL IMPACT:**

The FY 2015/16 Town Manager's Recommended Budget includes funding for the Chamber in the amount of \$30,000 in the Bed Tax Fund.

### **SUGGESTED MOTION:**

I MOVE to (adopt or deny) Resolution No. (R)15-41, authorizing and approving a Financial Participation Agreement between the Town of Oro Valley and the Greater Oro Valley Chamber of Commerce.

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### **Attachments**

(R)15-41 Greater Oro Valley Chamber of Commerce FPA  
Chamber FPA 2015-16

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**RESOLUTION NO. (R)15-41**

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Oro Valley, Arizona this 3<sup>rd</sup> day of June, 2015.

**TOWN OF ORO VALLEY**

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Dr. Satish I. Hiremath, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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

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

# **EXHIBIT “A”**

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Greater Oro Valley Chamber of Commerce**, a non-profit corporation, hereinafter called the "Agency".

### **WITNESSETH**

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

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

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

### **Section 1: Statement of Purpose**

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

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

**Agency** performance measures outlined below are for Fiscal Year 2015/16 (July 1, 2015 – June 30, 2016). The performance measures for FY2016/17 (July 1, 2016 – June 30, 2017) will be determined prior to June 30, 2017. The performance measures for FY2017/18 (July 1, 2017 – June 30, 2018) will be determined prior to June 30, 2018.

1. Business Recruitment, Retention and Outreach
  - a. The Chamber will continue to participate in the Town's Business Retention and Expansion (BR&E) Program.
  - b. The Chamber will coordinate with at least 25 Oro Valley businesses and offer discounts, during the weekend of March 18 – 20, 2016 for the athletes participating in the Arizona Distance Classic.
  - c. To expand upon the Shop Oro Valley campaign and the OV Dollars program, the Chamber will coordinate at least two "Shop Oro Valley" special events with Oro Valley businesses. One of the events will be held at the Oro Valley Annual Tree Lighting Ceremony.
  - d. The Chamber will serve as a second distribution point for OV Dollars and will provide minimum total sales of \$15,000 during the period of this contract.
  - e. The Chamber shall work to assist the Town in emphasizing the importance of supporting local retailers/businesses through educational and promotional efforts and will display the following materials at the Chamber offices: Shop Oro Valley

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

Campaign and OV Dollars and other economic development related materials as deemed appropriate by the Chamber President/CEO and Economic Development Manager.

- f. The Chamber will coordinate with existing and new participants of the OV Dollars program and determine their interest in offering incentives, such as “on the first Tuesday of every month from 5 – 7 p.m. receive 10% off your purchase, when you use your OV Dollars card,” as part expanding the OV Dollars program.
2. Special Events
- a. The Chamber will coordinate ribbon cuttings for new Oro Valley businesses.
  - b. The Chamber will host four Oro Valley educational forums that will be open to members and non-members.
  - c. The Chamber will host a quarterly coffee with the ‘Mayor and Manager’ program that will be open to members and non-members and will be focused on topics occurring/impacting Oro Valley.
  - d. The Chamber will arrange volunteer meals for at least two Oro Valley major events, such as the Arizona Swimming Short Course State Championships and the State Golf Tournament Championships.
  - e. The Chamber will collect marketing material from Oro Valley area businesses that will be given to attendees and athletes, during special events. The material will be provided to the Economic Development Division one week prior to the day of the event.
  - f. The Chamber will assist in providing \$10 in OV Dollars to 500 athletes of the 2016 Arizona Distance Classic. The total cost will be split between the Town of Oro Valley, M3S Sports and Visit Tucson. The total cost the Chamber will provide the town is \$1,250.
  - g. During this Agreement, Town officials will attend Chamber breakfasts, luncheons and mixers free of charge as long as each official pre-registers for each event.
  - h. The Chamber will host at least two events at the Community and Recreation Center.
  - i. The Town will receive one complimentary table of 10 for the Annual Chamber meeting.
  - j. The Town will receive eight complimentary tables of 10 to the State of the Town of Oro Valley Address and Luncheon.
  - k. Annual Chamber membership dues to be paid by the Town shall be included as part of the monetary consideration of this Agreement.
  - l. During the term of this Agreement, the Agency will refrain from endorsing any candidate for Mayor or Council member of the Town of Oro Valley.

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

All funding is subject to the Town’s budget appropriations. For this Agreement, up to Thirty Thousand Dollars (\$30,000) shall be allocated to Agency.

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

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

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

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

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

### **Section 6: Accountability**

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

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

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

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

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

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

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

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

### **Section 8: Nondiscrimination**

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

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

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

### **Section 10: Term of Agreement**

This Agreement shall be effective from July 1, 2015 through June 30, 2018. This Agreement may be extended at the sole option of the Town for additional fiscal year(s) only under the following conditions:

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.
- C. At the end of FY2017/18 the provisions of this agreement will be subject to review and renegotiations by the Town and the Chamber.

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

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

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2018.

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

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

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

The parties have agreed that Agency will receive from the Town an amount not to exceed \$30,000 for FY2015/16, FY2016/17 and FY17/18. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2015. Payments are to be made within forty (40) days after the close of each preceding quarter.

### **Section 14: Indemnification**

Agency agrees to indemnify, defend and save harmless the Town, its Mayor and Council, appointed boards, committees, and commissions, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogations,

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

attorney's fees, or actions of any kind and nature resulting from personal injury to any person, including employees of Agency or of any subcontractor employed by Agency (including bodily injury and death); claims based upon discrimination and/or violation of civil rights; or damages to any property, arising or alleged to have arisen out of the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the Town, its officers, agents, or employees. Workers' Compensation insurance and/or self-insurance carried by the Town do not apply to employees or volunteers acting in any capacity for Agency.

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

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

### **Section 16: Insurance**

Agency agrees to:

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

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

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

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

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

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

**Section 18: Conflict of Interest**

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

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

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Julie K. Bower, as Town Clerk  
and not personally

\_\_\_\_\_  
Tobin Sidles, as Legal Services Director  
and not personally

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

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

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

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

\_\_\_\_\_  
Agency Representative  
and not personally

Title \_\_\_\_\_

State of Arizona     )  
  )   ss.

County of             )

On this \_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary

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



**Town Council Regular Session**

**Item # 5.**

**Meeting Date:** 06/03/2015

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

**Department:** Town Manager's Office

**Information**

**SUBJECT:**

RESOLUTION NO. (R)15-42, AUTHORIZING AND APPROVING A FINANCIAL PARTICIPATION AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND METROPOLITAN TUCSON CONVENTION AND VISITORS BUREAU (VISIT TUCSON)

**RECOMMENDATION:**

Staff recommends approval.

**EXECUTIVE SUMMARY:**

Annexations and the retention/attraction of multi-day special events continue to be priorities for the Town. To show our commitment to these efforts, staff is proposing to renew a three-year contract with the Metropolitan Tucson Convention and Visitors Bureau (Visit Tucson).

The Economic Development staff worked with the Legal Department to draft a Financial Participation Agreement (FPA) between the Town of Oro Valley and Visit Tucson identifying specific performance measures for the agency, including evaluation criteria and reporting requirements.

**BACKGROUND OR DETAILED INFORMATION:**

Economic Development staff and Visit Tucson developed the following performance measures, which are outlined in Section 3 of the FPA:

<b>Convention Sales &amp; Sports</b>	
Leads for Oro Valley properties	255
Site inspections for Oro Valley properties	28
Future bookings for Oro Valley properties	23
Future room nights for Oro Valley properties	10,500
<b>Travel Industry Sales</b>	
Leads/services for Oro Valley properties	35
Tour operators receiving Oro Valley promotion	750
Tour operator catalog impressions for Oro Valley properties	1,000,000
<b>Communications</b>	

Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions	Yes
Provide Oro Valley with a 1/3-page ad in printed 2016 Official Visitors Guide & full-page ad in iPad version of the guide	Yes
Promote Oro Valley events & attractions on CVB's website & social media sites. Information will be provided by Economic Development Division staff or New Media Developer.	Yes
<b>Marketing</b>	
Feature Oro Valley's aquatic facility in online sports facility guide	Yes
Produce a finished video of Oro Valley Aquatic Center and Oro Valley Community and Recreation Center and El Conquistador Golf and Tennis, which can be used on CVB website, Oro Valley website and promoting the destination to special event operators.	Yes
Generate unique visitors to MTCVB web site	1,100,000
Generate unique visitors to Oro Valley via MTCVB web site	25,000
Provide quarterly reports with monthly breakouts of unique visitors to the VisitOroValley.org microsite to the New Media Developer and Economic Development Manager for these relevant pages: <a href="http://www.visittucson.org/about/oro-valley/">http://www.visittucson.org/about/oro-valley/</a> <a href="http://www.visittucson.org/about/oro-valley/accommodations/">http://www.visittucson.org/about/oro-valley/accommodations/</a> <a href="http://www.visittucson.org/about/oro-valley/restaurants/">http://www.visittucson.org/about/oro-valley/restaurants/</a> <a href="http://www.visittucson.org/about/oro-valley/arts-entertainment/">http://www.visittucson.org/about/oro-valley/arts-entertainment/</a> <a href="http://www.visittucson.org/about/oro-valley/outdoor-recreation/thereport">http://www.visittucson.org/about/oro-valley/outdoor-recreation/thereport</a>  The report should include the following information:  Total Unique Users for Month Demographics • Age • Gender Location (Top 10) Technology (Top 10) • Browser & Operating System • Mobile Device & mobile operating system  Top 10 Referrals to VisitOroValley.org Microsite Pageviews, Bounce Rate and Average Session Duration	Yes
Town officials may attend trade shows with Visit Tucson. Town officials will be responsible for their travel expenses; however, Visit Tucson will cover the registration fees for Town officials, with those fees counting toward the tourism-activities rebate to the Town.	Yes
Host www.visitorovalley.org and update the site, based on information provided by the Economic Development Manager or New Media Developer.	Yes
Promote Oro Valley as a Winter Training destination for Cycling & Swimming on CVB's website & social media sites.	Yes
<b>Tucson Sports</b>	
Provide total tourism based direct spending and total tourism based impact numbers from Visit Tucson Sports events held in Oro Valley	Yes
<b>Film</b>	
Scout Steam Pump Ranch and other Oro Valley destinations for film opportunities	Yes
Provide information on equipment, crew and local suppliers as needed	Yes
Provide information to film and television companies about locations and accommodations in Oro Valley, as needed	Yes
<b>General Support</b>	
Rebate 5% of Oro Valley's 2015-16 investment in Visit Tucson into tourism-related activities that benefit the Town	\$10,750
Consult with Town staff & officials on tourism sales & marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico & leisure marketing, & group sales initiatives	Yes

One Town official will serve on MTCVB Board of Directors

Yes

**FISCAL IMPACT:**

The fiscal impact in the Bed Tax Fund for FY 2015/16 is \$215,000. The fiscal impact in the Bed Tax Fund for FY 2016/17 is \$250,000 and the fiscal impact for FY 2017/18 is \$275,000.

**SUGGESTED MOTION:**

I MOVE to (adopt or deny) Resolution No. (R)15-42, authorizing and approving a Financial Participation Agreement between the Town of Oro Valley and Metropolitan Tucson Convention and Visitors Bureau (Visit Tucson).

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**Attachments**

(R)15-42 MTCVB FPA

FPA MTCVB

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**RESOLUTION NO. (R)15-42**

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the Mayor and Council of the Town of Oro Valley, Arizona this 3<sup>rd</sup> day of June, 2015.

**TOWN OF ORO VALLEY**

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

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

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

# EXHIBIT “A”

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Oro Valley, a municipal corporation, hereinafter called the "Town" and the **Metropolitan Tucson Convention and Visitors Bureau**, a non-profit corporation, hereinafter called the "Agency."

### **WITNESSETH**

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

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

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

### **Section 1. Definitions**

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

### **Section 2. Statement of Purpose**

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

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

**Agency** performance measures outlined below are for FY 2015-16 (July 1, 2015 – June 30, 2016). The performance measures for FY 2016-17 (July 1, 2016 – June 30, 2017) will be determined at the end of FY 2015-16. The performance measures for FY 2017-18 (July 1, 2017 – June 30, 2018) will be determined at the end of FY 2016-2017.

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

<b>Convention Sales &amp; Sports</b>	
Leads for Oro Valley properties	255
Site Inspections for Oro Valley properties	28
Future Bookings for Oro Valley properties	23
Future Room Nights for Oro Valley properties	10,500
<b>Travel Industry Sales</b>	
Leads/services for Oro Valley properties	35
Tour operators receiving Oro Valley promotion	750
Tour operator catalog impressions for Oro Valley properties	1,000,000
<b>Communications</b>	
Oro Valley will be featured in the Official Visitors Guide, along with the surrounding jurisdictions	yes
Provide Oro Valley with a 1/3-page ad in printed 2016 Official Visitors Guide & full-page ad in iPad version of the guide	yes
Promote Oro Valley events & attractions on CVB's website & social media sites. Information will be provided by Economic Development Division staff or New Media Developer.	yes
<b>Marketing</b>	
Feature Oro Valley's aquatic facility in online sports facility guide	yes
Produce a finished video of Oro Valley Aquatic Center and Oro Valley Community and Recreation Center and El Conquistador Golf and Tennis, which can be used on CVB website, Oro Valley website and promoting the destination to special event operators.	yes
Generate unique visitors to MTCVB web site	1,100,000
Generate unique visitors to Oro Valley via MTCVB web site	25,000

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

<p>Provide quarterly reports with monthly breakouts of unique visitors to the VisitOroValley.org microsite to the New Media Developer and Economic Development Manager for these relevant pages:  <a href="http://www.visittucson.org/about/oro-valley/">http://www.visittucson.org/about/oro-valley/</a>  <a href="http://www.visittucson.org/about/oro-valley/accommodations/">http://www.visittucson.org/about/oro-valley/accommodations/</a>  <a href="http://www.visittucson.org/about/oro-valley/restaurants/">http://www.visittucson.org/about/oro-valley/restaurants/</a>  <a href="http://www.visittucson.org/about/oro-valley/arts-entertainment/">http://www.visittucson.org/about/oro-valley/arts-entertainment/</a>  <a href="http://www.visittucson.org/about/oro-valley/outdoor-recreation/">http://www.visittucson.org/about/oro-valley/outdoor-recreation/</a> the report  The report should include the following information:</p> <p><b>Total Unique Users for Month</b>  <b>Demographics</b></p> <ul style="list-style-type: none"> <li>• Age</li> <li>• Gender</li> </ul> <p><b>Location (Top 10)</b>  <b>Technology (Top 10)</b></p> <ul style="list-style-type: none"> <li>• Browser &amp; Operating System</li> <li>• Mobile Device &amp; mobile operating system</li> </ul> <p><b>Top 10 Referrals to VisitOroValley.org Microsite</b>  <b>Pageviews, Bounce Rate and Average Session Duration</b></p>	yes
<p><b>Town officials may attend trade shows with Visit Tucson. Town officials will be responsible for their travel expenses; however, Visit Tucson will cover the registration fees for Town officials, with those fees counting toward the tourism-activities rebate to the Town.</b></p>	yes
<p><b>Host <a href="http://www.visitorovalley.org">www.visitorovalley.org</a> and update the site, based on information provided by the Economic Development Manager or New Media Developer.</b></p>	yes
<p><b>Promote Oro Valley as a Winter Training destination for Cycling &amp; Swimming on CVB's website &amp; social media sites.</b></p>	yes

# Town of Oro Valley

## FINANCIAL PARTICIPATION AGREEMENT

<b>Tucson Sports</b>	
<b>Provide total tourism based direct spending and total tourism based impact numbers from Visit Tucson Sports events held in Oro Valley</b>	yes
<b>Film</b>	
<b>Scout Steam Pump Ranch and other Oro Valley destinations for film opportunities</b>	yes
<b>Provide information on equipment, crew and local suppliers as needed</b>	yes
<b>Provide information to film and television companies about locations and accommodations in Oro Valley, as needed</b>	yes
<b>General Support</b>	
<b>Rebate 5% of Oro Valley's 2015-16 investment in Visit Tucson into tourism-related activities that benefit the Town</b>	\$10,750
<b>Consult with Town staff &amp; officials on tourism sales &amp; marketing initiatives, including, but not limited to, promoting Town venues to special event operators, Mexico &amp; leisure marketing, &amp; group sales initiatives</b>	yes
<b>One Town official will serve on MTCVB Board of Directors</b>	yes

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

All funding is subject to the Town’s budget appropriations. For this Agreement, \$215,000 shall be allocated to Agency.

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

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

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

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

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

### **Section 7. Accountability**

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

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

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

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

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

### **Section 9. Nondiscrimination**

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

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

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

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

This Agreement between parties as described above shall be effective from July 1, 2015 through June 30, 2018.

- A. The Mayor and Council of the Town determine the services of Agency are in the public interest and allocate funds therefore; and
- B. The parties mutually agree to a scope of services to be provided by Agency in any subsequent fiscal year.
- C. If the Town annexes any resorts or hotels, or new resorts or hotels are built in the Town during this agreement, the payments the Agency receives from the Town will be renegotiated.

At the end of the FY2017/18 referred to above, the provisions of this agreement will be subject to review and renegotiations by the Town and the Bureau.

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

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

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

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

The Town will be reimbursed for any funds expended for services not rendered. In addition, Agency shall return to the Town any Town funds provided pursuant to this Agreement that have not been expended by June 30, 2018.

# **Town of Oro Valley**

## **FINANCIAL PARTICIPATION AGREEMENT**

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

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

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

- A. The parties have agreed that Agency will receive from the Town an amount not to exceed \$215,000 for FY2015/16. The Agency will receive an amount not to exceed \$250,000 for FY2016-17 and an amount not to exceed \$275,000 for FY2017-18. Disbursement of funds by the Town is subject to the annual appropriation by the Town Council and the limitations of the state budget law. Payments shall be made on a quarterly basis commencing July 1, 2015. Payments are to be made within forty (40) days after the close of each preceding quarter.
- B. It shall be the responsibility of the Agency to obtain funding from sources other than the Town. Financial participation agreements with other governments and government agencies, grants, donations, memberships and any other sources of funding as may become available from time to time shall be included as part of the annual budget submission.

### **Section 15. Indemnification**

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

### **Section 16. Insurance**

Agency agrees to:

- A. Obtain insurance coverage of the types and amounts required in this Section and keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Town at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

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

B. The Comprehensive General Liability Insurance policy will include the Town as an additional insured with respect to liability arising out of the performance of this Agreement.

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

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

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

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

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

**Section 18. Conflict of Interest**

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

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

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Julie K. Bower, as Town Clerk  
 not personally

\_\_\_\_\_  
 Tobin Sidles as Legal Services Director and  
 and not personally

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

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

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

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

\_\_\_\_\_  
Agency Representative  
and not personally

Title \_\_\_\_\_

State of Arizona     )  
                                  ) ss.  
County of             )

On this \_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, personally appeared before me and acknowledged that he/she executed the same for the purposes contained.

Given under my hand and seal on \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary

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



## Town Council Regular Session

Item # **6.**

**Meeting Date:** 06/03/2015  
**Requested by:** Bayer Vella  
**Submitted By:** Robert Kirschmann  
Development Infrastructure Services  
**Department:** Development Infrastructure Services

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### Information

#### **SUBJECT:**

DISCUSSION AND POSSIBLE ACTION REGARDING A CONCEPTUAL SITE PLAN AND ARCHITECTURE FOR A 1,450 SQUARE FOOT ADDITION TO THE EXISTING CATHEY'S SEW AND VAC LOCATED AT 8700 NORTH ORACLE ROAD

#### **RECOMMENDATION:**

The Conceptual Design Review Board has recommended approval of the Conceptual Site Plan, subject to the conditions in Attachment 1, and the proposed architecture.

#### **EXECUTIVE SUMMARY:**

The applicant requests approval of the Conceptual Site Plan and Architecture to add 1,450 square feet to the existing Cathey's Sew and Vac. The property is located at 8700 N. Oracle Road (Attachment 2). The site includes an existing 1,980 square foot building on a 0.4 acre property.

The Conceptual Site Plan and Architecture were reviewed and found in conformance with the applicable Design Principles and Standards. The Conceptual Design Review Board has recommended approval of the requests to Town Council.

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

The property is zoned Commercial District (C-1) and Multi-Family Residential (R-6) (Attachment 3). The proposed land use is consistent with the zoning and historic use on the property which was confirmed through an Interpretation issued in conjunction with this case. The formal Interpretation simply recognizes the legal non-conforming status of the commercial use of the R-6 zoned portion of the site. Surrounding land uses include a storage facility to the north, town homes to the south/east and vacant land to the west, across Oracle Road.

#### **Proposed Conceptual Site Plan.**

The Conceptual Site Plan (Attachment 4) depicts an existing 1,980 square foot building with a 1,450 square foot addition. The existing and proposed uses include retail, office and storage. The proposal includes relocated parking, rainwater harvesting, a courtyard and additional landscaping.

The site is accessed from an existing single right-in, right-out driveway from Oracle Road. All parking has been relocated west of the building and existing hardscape located south and east of the building will be removed. Landscaping will be installed providing an additional buffer to the town homes.

A trash enclosure is proposed along Oracle Road. A condition has been included requiring the applicant to work with staff to locate an area which will provide safer on site traffic movements and increasing the setback from Oracle Road.

The proposed landscape concept (Attachment 5) depicts the general landscape design including rainwater harvesting basins within the landscaped areas. A courtyard area has been added along the south side of the building and will include sidewalk, landscaping and public art. As information, public art is not included and will be considered under a separate application.

As conditioned, the proposed Conceptual Site Plan complies with the applicable Design Principles and Standards.

#### Proposed Conceptual Architecture.

The Conceptual Architecture incorporates traditional and contemporary Southwestern elements, shapes and materials. Articulation to both the vertical and horizontal planes has been provided. The proposed building is two stories (25 feet) and includes retail, office and storage uses. Attachment 6 includes the conceptual elevations, color pallet, and perspective view of the buildings.

The proposed Conceptual Architectural also conforms to the applicable Design Principles and Standards.

#### Public Notification and Comment.

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

A neighborhood meeting was held on April 20th, 2014. Approximately 7 residents attended the meeting and expressed support for the project. A copy of the neighborhood meeting summary notes are attached (Attachment 7).

No further correspondence has been received to date.

#### Conceptual Design Review Board.

The Conceptual Design Review Board met on May 12, 2015 to discuss the project. Key points discussed were the existing parking lot conditions, proposed architectural enhancements and the trash enclosure location. The Conceptual Design Review Board Staff Report and Minutes are included for reference as Attachments 8 and 9. The Board voted to recommend approval of the requests.

#### **FISCAL IMPACT:**

N/A

#### **SUGGESTED MOTION:**

##### Conceptual Site Plan.

I move to approve the Conceptual Site Plan for Cathey's Sew and Vac, subject to the conditions in Attachment 1, based on the findings that the Conceptual Site Plan is in conformance with the Design Principles and applicable Design Standards.

OR

I move to deny the Conceptual Site Plan for Cathey's Sew and Vac, finding that it is not in conformance with the Design Principles and applicable Design Standards, specifically

---

Conceptual Architecture.

I move to approve the Conceptual Architecture for Cathey's Sew and Vac, finding that the proposed Conceptual Architecture is in conformance with the Design Principles and applicable Design Standards.  
OR

I move to deny the Conceptual Architecture for the Cathey's Sew and Vac, finding that it is not in conformance with the Design Principles and applicable Design Standards, specifically

\_\_\_\_\_.

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**Attachments**

Conditions of Approval

Location Map

Zoning Map

Conceptual Site Plan

Conceptual Landscape Plan

Conceptual Architecture

Neighborhood Meeting Summary

CDRB Staff Report

Draft CDRB Minutes

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**Attachment 1  
Conditions of Approval  
Cathey's Sew and Vac  
OV1215-05  
May 12, 2015, CDRB**

**Conceptual Site Plan / Conceptual Landscape Plan**

Planning

1. The applicant shall relocate the trash enclosure as approved by the Planning Zoning Administrator, to provide safer access on the site and reduce the visibility along Oracle Road, prior to the Town Council hearing.

Engineering

1. An in-lieu fee be required for future construction of a 5' sidewalk along the Oracle Road frontage. An easement dedicated to the Town of Oro Valley will also be required for construction of the sidewalk. The fee and easement will need to be in place prior to issuance of a Certificate of Occupancy.

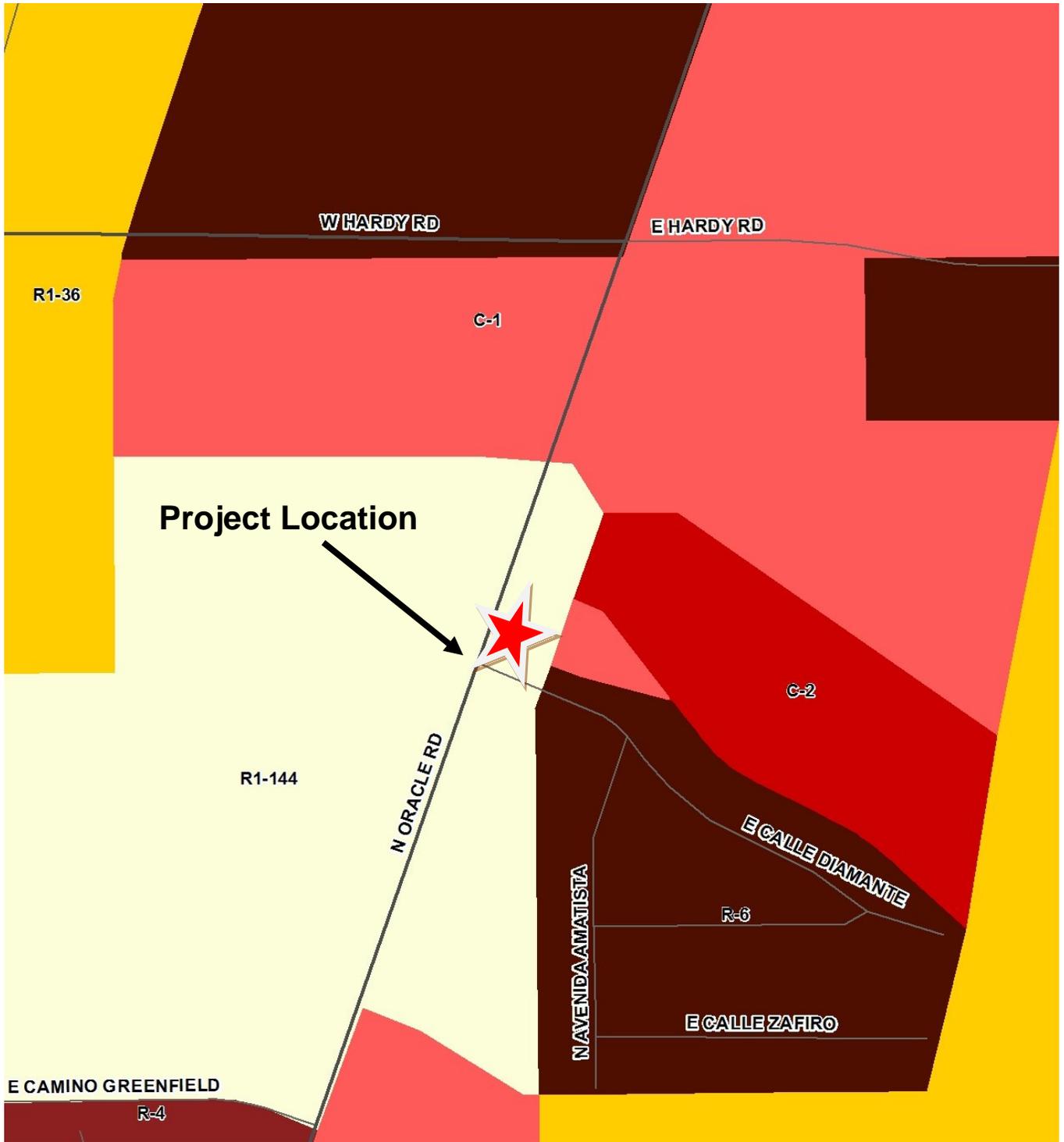


Project Location



# LOCATION MAP

CATHEY'S SEW AND VAC (OV1215-05)



# ZONING MAP

CATHEY'S SEW AND VAC (OV1215-05)

**GENERAL NOTES**

1. THE GROSS AREA OF THE DEVELOPMENT SITE IS **0.41 ACRES**.
2. THE GROSS FLOOR AREA IS **3,446 SF**.
3. THE FLOOR AREA RATIO (FAR) REQUIRED FOR THE COMMERCIAL PORTION IS 0.30 MAXIMUM. THE ACTUAL FAR PER THE APPROVED PAD IS 0.16.
4. LOT COVERAGE PERCENTAGE IS **19.2%**.
5. THE GROSS AREA OF ALL IMPERVIOUS HARDSCAPE SURFACES IS **9,042 SF**.
6. TOTAL MILES OF NEW PUBLIC STREETS IS **0 MILES**.
7. TOTAL MILES OF NEW PRIVATE STREETS IS **0 MILES**.
8. THE EXISTING AND PROPOSED USES FOR THIS PROJECT ARE **OFFICE, APPLIANCE REPAIR, AND GENERAL MERCHANDISING**.
9. ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING AND REVEGETATION BONDS MUST BE POSTED PRIOR TO ISSUANCE OF GRADING PERMITS.
10. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 25' (2 STORIES). THE EXISTING BUILDING HEIGHT IS 16' (1-STORY) (APPROX.) AND THE PROPOSED BUILDING HEIGHT IS 25' MAX (2-STORY).
11. TOTAL AREA OF OPEN SPACE REQUIRED = 20% OF THE GROSS AREA OF THE SITE. TOTAL AREA OF OPEN SPACE PROVIDED = 26.4%.
12. LANDSCAPED BUFFER-YARDS REQUIRED PER: STREET = B (30' MIN.) REQUIRED NORTHEAST = N/A SOUTHEAST = B REQUIRED SOUTHWEST = B REQUIRED
13. REQUIRED BUILDING SETBACKS: FRONT - 20' REQUIRED, 94.3' (MIN.) PROVIDED SIDE (S.W. ONLY) - 25' REQUIRED, 28.2' (MIN.) PROVIDED REAR - 25' REQUIRED, 29.9' (MIN.) PROVIDED
14. EXISTING ZONING IS **C-1 (COMMERCIAL DISTRICT) AND R-6 (MULTI-FAMILY RESIDENTIAL)**.
15. ALL PUBLIC ART REQUIREMENTS MUST BE MET PRIOR TO FINAL CERTIFICATE OF OCCUPANCY ISSUANCE, PER ORO VALLEY ZONING CODE REVISED SECTION 27.3.
16. ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF A SEPARATE REVIEW AND APPROVAL PROCESS.
17. THE DESIGN VEHICLE IS SU-30.
18. 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.
19. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
20. THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
21. 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.
22. A LINE EXTENSION AGREEMENT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE BEFORE THIS PROJECT BEGINS.
23. ALL METERS SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THE CUSTOMER SIDE OF THE METER.
24. ALL FIRE SERVICES SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THEM.
25. SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE OF BUILDING PERMITS.
26. THE RESIDENTIALLY ZONED PORTION OF THE PROPERTY IS LIMITED TO OFFICE USE PER THE PROPERTY'S R-6 ZONING DESIGNATION.
27. COMMERCIAL DEVELOPMENTS SHALL PROVIDE A 5' SIDEWALK ALONG THE ENTIRE LENGTH OF THE STREET FRONTAGE (E.G. ORACLE ROAD). ALTERNATIVELY, THE PROJECT MAY PROVIDE AN IN LIEU FEE FOR THE CONSTRUCTION OF A SIDEWALK AT A LATER DATE. THE FEE WILL BE POSTED PRIOR TO ISSUANCE OF THE GRADING PERMIT. AN ESTIMATED COST OF CONSTRUCTION IS REQUIRED TO BE SUBMITTED FOR TOWN REVIEW AND APPROVAL TO ESTABLISH THE AMOUNT.

**GENERAL NOTES (cont'd)**

26. 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.
27. APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
28. APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED THROUGHOUT EACH BUILDING.
29. 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.
30. 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.
31. 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. 2006 GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS.
  - E. 2008 TOWN OF ORO VALLEY POOL CODE.
  - F. 2003 PC/COT STANDARD SPECIFICATIONS & DETAILS FOR PUBLIC IMPROVEMENTS.
  - G. 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL.
  - H. 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL.
  - I. TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED.
  - J. ORO VALLEY TOWN CODE, CURRENT REVISED.
  - K. 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
32. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE CENTERLINE OF SUNNYSLOPE DRIVE, BK 18, PG 34 SUBDIVISION PLAT MAP PIMA COUNTY DEVELOPMENT SERVICES. THE BEARING OF SAID LINE IS N 11°20'18" E.

**PARKING CALCULATIONS**

MOTOR VEHICLE:

GENERAL RETAIL - 4 SPACES PER 1,000 SF OF DISPLAY AREA - 2,446 SF  
 SERVICE AREA - 4 SPACES PER 1,000 SF OF SERVICE AREA - 500 SF  
 GENERAL OFFICE - 3 SPACES PER 1,000 SF OF OFFICE AREA - 500 SF

TOTAL REQUIRED = (2,446+500)/250+(480/333) = 14 SPACES  
 TOTAL PROVIDED = 16 SPACES (INCLUDING 1 VAN ACCESSIBLE ADA SPACE)

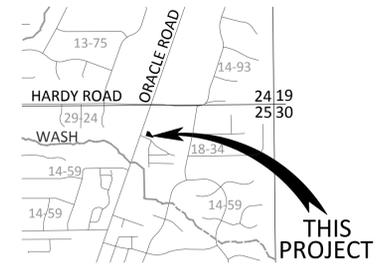
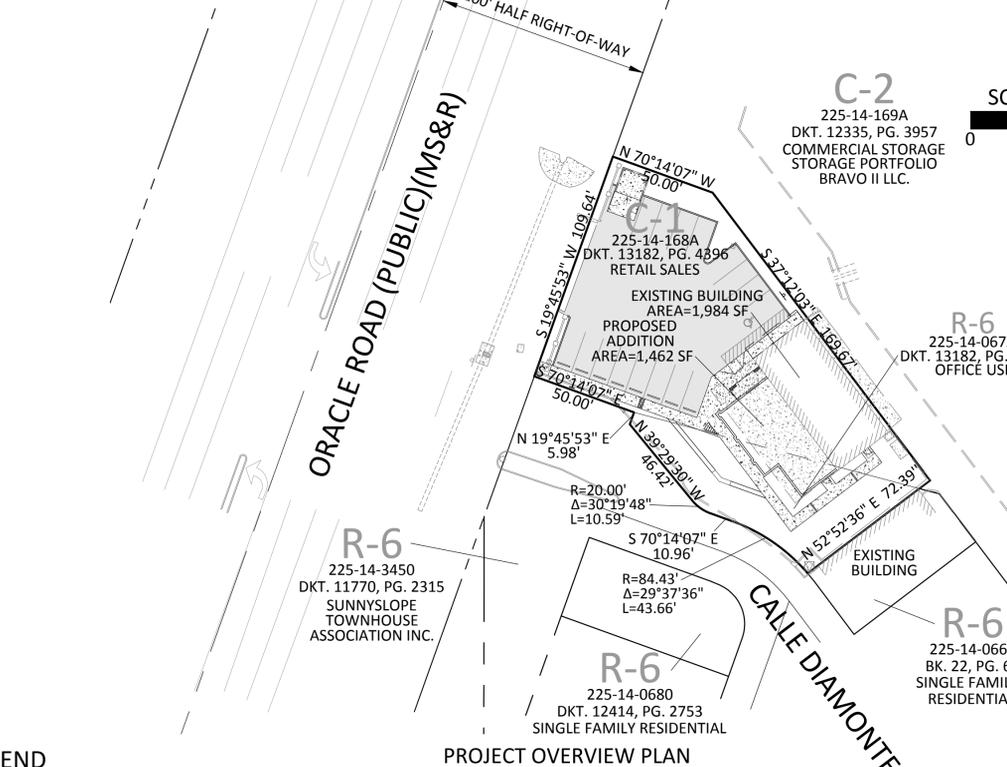
BICYCLE:

SERVICE SHOP - 1 PER 20 MOTOR VEHICLE SPACES (CLASS II TYPE) [2 MIN.]

TOTAL REQUIRED = 16/20 = 2 SPACES  
 TOTAL PROVIDED = 2 SPACES

# CONCEPTUAL SITE PLAN for CATHEY'S SEWING & VACUUM OV1215-05

**R-144**  
 225-13-0033  
 DKT. 13170, PG. 4184  
 SINGLE FAMILY RESIDENTIAL



**LEGEND**

	EXISTING CONTOUR		EXISTING SEWER MANHOLE
	SPOT ELEV. (FIN. GRADE)		EXISTING SEWER CLEANOUT
	SPOT ELEV. (EXIST. GRADE)		EXISTING FIRE HYDRANT
	PAINT STRIPE		EXISTING WATER METER
	EXISTING PAVEMENT EDGE		EXISTING BACKFLOW PREVENTER
	EXISTING CURB		EXISTING WATER VALVE
	EXISTING CONCRETE		EXISTING ELECTRIC PULLBOX/METER
	EXISTING FENCE/RAILING		EXISTING TRANSFORMER
	NEW CURB		EXISTING TELEPHONE PEDESTAL
	NEW CONCRETE		EXISTING GAS MARKER
	NEW ASPHALT		EXISTING GAS METER
	NEW RIP RAP		EXISTING UNKNOWN UTILITY
	FLOW-LINE		NEW SIGN
	EXISTING EASEMENT		SURVEY MONUMENTATION AS NOTED
	RIGHT-OF-WAY		NEW FIRE HYDRANT
	PROJECT BOUNDARY LINE		PARKING SPACE COUNT
	OTHER PARCEL LINE		ZONING DIVISION
	ROADWAY CENTERLINE		FINISH SURFACE
	EXISTING SIGN		FINISHED FLOOR ELEVATION
	EXISTING POWER POLE		TOP OF CURB/CONCRETE
	EXISTING STREET/TRAFFIC LIGHT		GRADE BREAK
	EXISTING SEWER		
	EXISTING WATER		
	EXISTING UNDERGROUND ELECTRIC		
	EXISTING OVERHEAD ELECTRIC		
	EXISTING GAS LINE		
	EXISTING COMMUNICATION LINE		
	NEW FIRE SERVICE		

**SHEET INDEX**

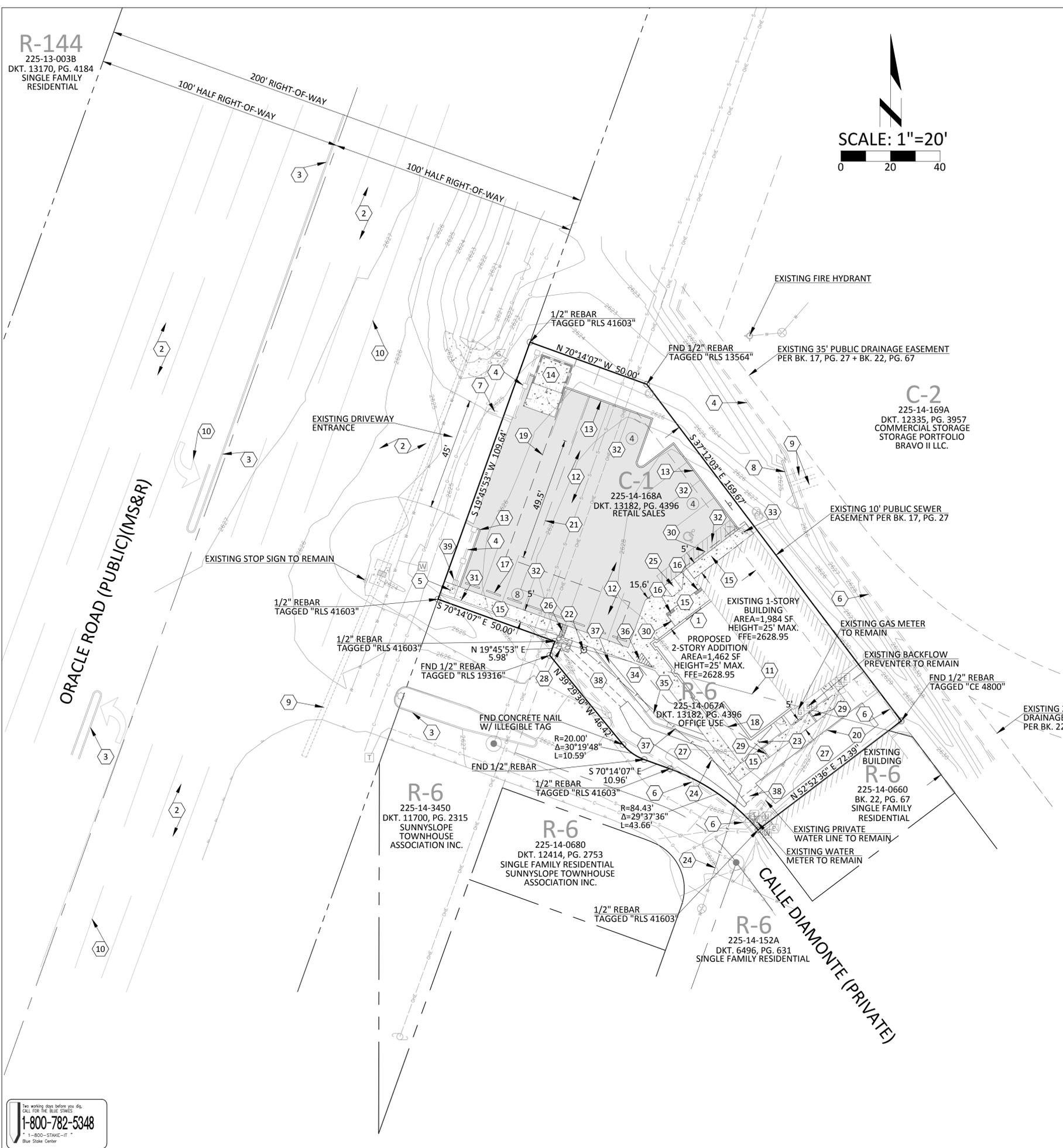
1. COVER SHEET
2. SITE PLAN
3. GRADING PLAN

<b>DATE:</b> 04/07/15	<b>SITE ADDRESS:</b> 8700 N. ORACLE ROAD ORO VALLEY, ARIZONA 85704	<b>OWNER/DEVELOPER:</b> NORTH CATHEY HOLDINGS LLC 5701 E. SPEEDWAY BOULEVARD TUCSON, ARIZONA 85712 ATTN: DONNY CATHEY PH: (520) 490-9313 EMAIL: donny@catheys.com	<b>ARCHITECT:</b> SEAVER FRANKS ARCHITECTS INC. 2552 NORTH ALVERNON WAY TUCSON, ARIZONA 85712 ATTN: RICHARD HUCH PH: (520) 795-4095 EMAIL: rickhuch@seaverfranks.com																
<b>SCALE:</b> 1"=40'	<b>CONCEPTUAL SITE PLAN for CATHEY'S SEWING &amp; VACUUM</b>																		
<b>C.I.:</b> N/A	<b>cover sheet</b>																		
A PORTION OF LOT 1 OF "SUNNYSLOPE" PER BK. 17, PG. 27 MAPS & PLATS, LOT 7 OF "SUNNYSLOPE TOWNHOMES" PER BK. 22, PG. 67 MAPS & PLATS, AN ABANDONED PORTION OF CALLE DIAMONTE, AND A PORTION OF ABANDONED ORACLE ROAD R.O.W., LOCATED IN THE N.E. 1/4 OF SECTION 25, T. 12 S., R. 13 E., G.&S.R.M., PIMA COUNTY, ARIZONA		<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												
NO.	DATE	REVISION	BY																
<p>CYPRESS PROJECT NO: 14.061</p> <p><b>CYPRESS CIVIL DEVELOPMENT</b>                  strength + sustainability</p> <p>2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com</p>		<p>CYPRESS PROJECT NO: 14.061</p> <p>37624 KEVIN M. HALL                  PH: (520) 490-9313                  Expires 06/30/2017</p>																	

**OV1215-05**  
 REF: OV114-029

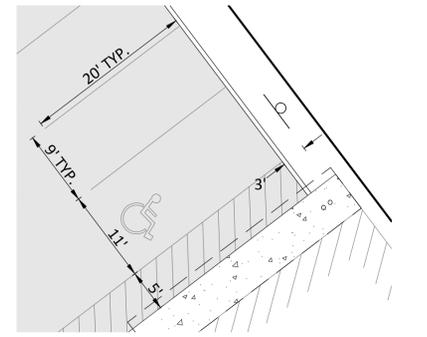
Two working days before you dig, CALL FOR THE BLUE STAKES  
**1-800-782-5348**  
 \* 1-800-STAKE-IT \*  
 Blue Stake Center

**R-144**  
225-13-003B  
DKT. 13170, PG. 4184  
SINGLE FAMILY  
RESIDENTIAL

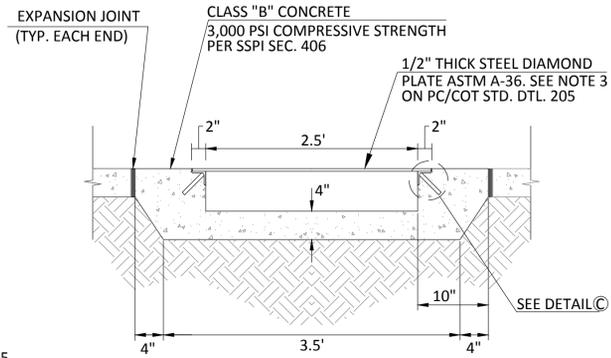


**KEYNOTES**

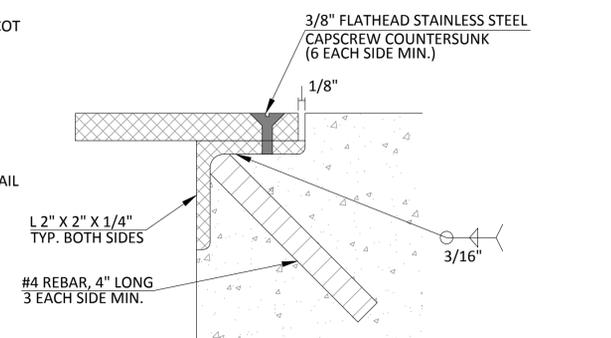
- 1 PRIMARY BUILDING ENTRANCE
- 2 EXISTING PAVEMENT.
- 3 EXISTING CURB.
- 4 EXISTING 4' WALL TO REMAIN.
- 5 EXISTING 4' WALL PORTION TO BE REMOVED.
- 6 EXISTING 5' WALL TO REMAIN.
- 7 EXISTING MONUMENT SIGN TO REMAIN.
- 8 EXISTING HEAD WALL.
- 9 EXISTING CULVERT.
- 10 EXISTING STRIPING (TYP.).
- 11 EXISTING PARCEL BOUNDARY.
- 12 NEW ASPHALT PAVEMENT.
- 13 NEW VERTICAL CURB.
- 14 NEW REFUSE AREA, PER DETAIL (G) & (J), SHEET 3.
- 15 NEW CONCRETE SIDEWALK. SEE PLAN FOR WIDTH.
- 16 NEW COLUMN.
- 17 NEW WHEEL STOP (TYP.).
- 18 25' SIDE & REAR BUILDING SETBACK.
- 19 20' FRONT BUILDING SETBACK.
- 20 15' LANDSCAPE BUFFERYARD.
- 21 30' LANDSCAPE BUFFERYARD.
- 22 NEW FIRE HYDRANT.
- 23 NEW 4" FIRE SERVICE TO BUILDING.
- 24 NEW 6" FIRELINE.
- 25 NEW PEDESTRIAN ACCESS RAMP.
- 26 NEW TYPE 2 SCUPPER PER PC/COT STD 205. SEE DETAIL (B) & (C), THIS SHEET.
- 27 NEW 4" DEPRESSED LANDSCAPE AREA.
- 28 NEW HAND PLACED RIP RAP ON FILTER FABRIC, SEE DETAILS (D) & (E) ON SHEET 3.
- 29 NEW TYPE 1 SIDEWALK SCUPPER PER PC/COT STD DTL 204.
- 30 NEW AWNING PER ARCHITECTURAL PLAN.
- 31 NEW 5' WALL.
- 32 NEW STRIPING (TYP.).
- 33 NEW SHORT TERM BICYCLE RACK PER DETAIL (H), SHEET 3.
- 34 NEW 540 SQ. FT. COURTYARD AREA.
- 35 NEW CONCRETE BENCH PER LANDSCAPE PLAN.
- 36 NEW PUBLIC ART, PER SEPARATE PLAN.
- 37 NEW HEADER CURB PER DETAIL (I) SHEET 3.
- 38 NEW DRAINAGE SWALE. SEE DETAIL (F), SHEET 3.
- 39 NEW WALL COLUMN TO MATCH EXISTING STYLE.



**A ACCESSIBLE PARKING DETAIL**  
SITE PLAN NOTES:  
- ALL REGULAR PARKING SPACES ARE 9' IN WIDTH AND 20' IN LENGTH



**B SIDEWALK SCUPPER**  
SCALE: 1" = 1'



**C STEEL PLATE REINFORCEMENT**  
SCALE: NTS

**OV1215-05**  
REF: OV114-029

<b>DATE:</b> 04/07/15	<b>SITE ADDRESS</b> 8700 N. ORACLE ROAD ORO VALLEY, ARIZONA 85704	<b>OWNER/DEVELOPER</b> NORTH CATHEY HOLDINGS LLC 2552 NORTH ALVERNON WAY TUCSON, ARIZONA 85712 ATTN: DONNY CATHEY PH: (520) 490-9313 EMAIL: donny@catheys.com	<b>ARCHITECT</b> SEAVER FRANKS ARCHITECTS INC. 2552 NORTH ALVERNON WAY TUCSON, ARIZONA 85712 ATTN: RICHARD HUCH PH: (520) 795-4095 EMAIL: rickhuch@seaverfranks.com
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A PORTION OF LOT 1 OF "SUNNYSLOPE" PER BK. 17, PG. 27 MAPS & PLATS, LOT 7 OF "SUNNYSLOPE TOWNHOMES" PER BK. 22, PG. 67 MAPS & PLATS, AN ABANDONED PORTION OF CALLE DIAMONTE, AND A PORTION OF ABANDONED ORACLE ROAD R.O.W., LOCATED IN THE N.E. 1/4 OF SECTION 25, T. 12 S., R. 13 E., G.&S.R.M., PIMA COUNTY, ARIZONA

**CONCEPTUAL SITE PLAN for  
CATHEY'S SEWING & VACUUM**

site plan

<p>2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com</p>	NO.	DATE	REVISION	BY	2
					OF
					3

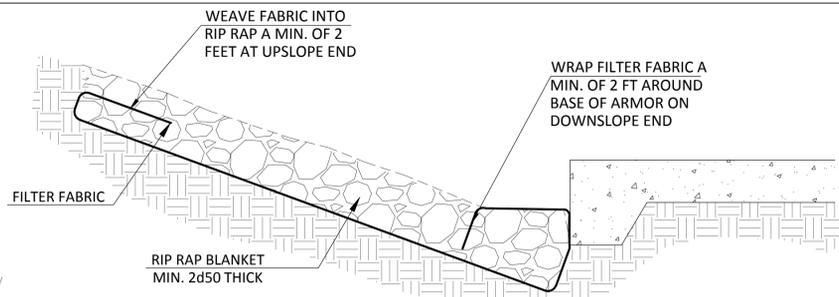
Two working days before you dig,  
CALL FOR THE BLUE STAKES  
**1-800-782-5348**  
1-800-STAKE-IT  
Blue Stake Center

R-144

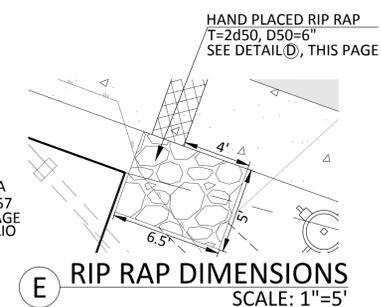
225-13-003B  
DKT. 13170, PG. 4184  
SINGLE FAMILY  
RESIDENTIAL

ORACLE ROAD (PUBLIC)(MS&R)

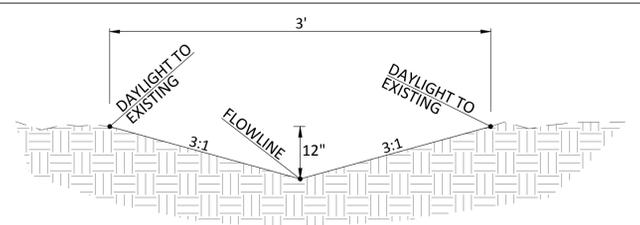
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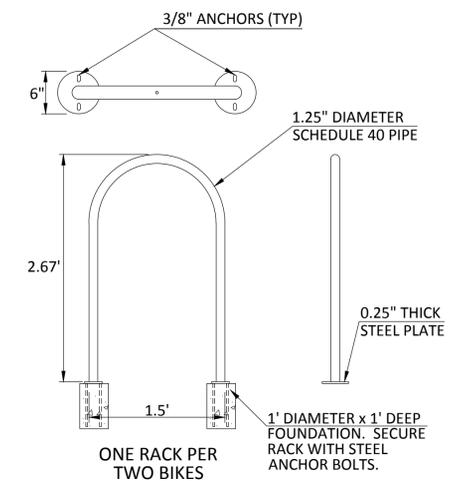
D FILTER FABRIC PLACEMENT  
SCALE: N.T.S.



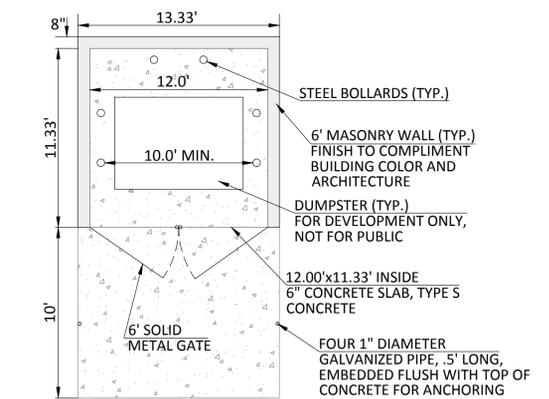
E RIP RAP DIMENSIONS  
SCALE: 1"=5'



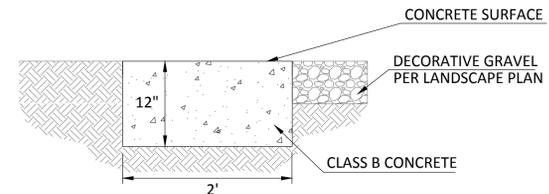
F GRADED SWALE  
SCALE: N.T.S.



H BIKE RACK (SURFACE MOUNT)  
SCALE: N.T.S.



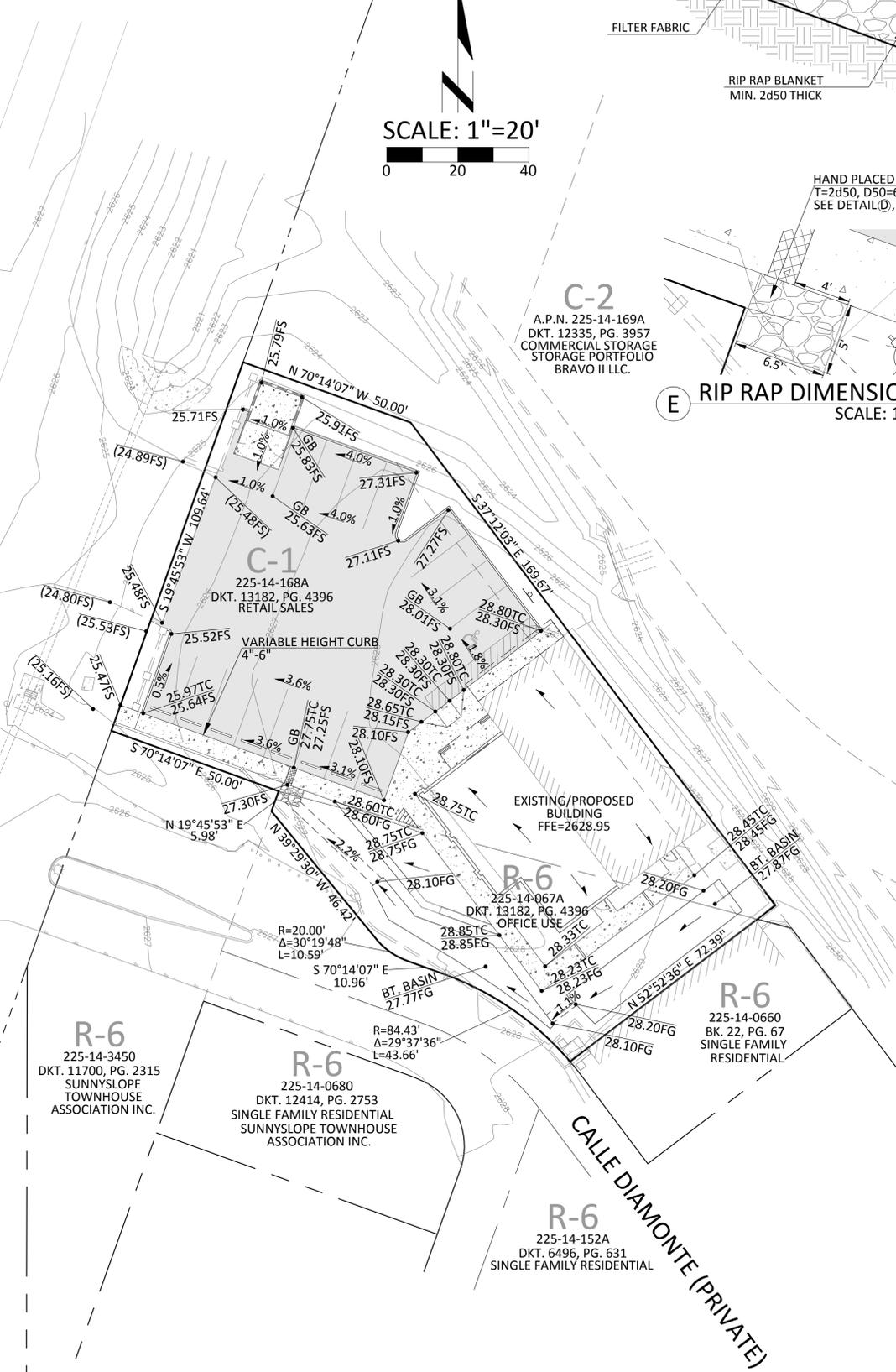
G TRASH ENCLOSURE  
N.T.S.



I CONCRETE HEADER  
SCALE: 1"=1'



J TRASH TRUCK MOVEMENT DETAIL  
SCALE: 1"=20'



R-6  
225-14-3450  
DKT. 11700, PG. 2315  
SUNNYSLOPE  
TOWNHOUSE  
ASSOCIATION INC.

R-6  
225-14-0680  
DKT. 12414, PG. 2753  
SINGLE FAMILY RESIDENTIAL  
SUNNYSLOPE TOWNHOUSE  
ASSOCIATION INC.

R-6  
225-14-152A  
DKT. 6496, PG. 631  
SINGLE FAMILY RESIDENTIAL

R-6  
225-14-067A  
DKT. 13182, PG. 4396  
OFFICE USE

R-6  
225-14-0660  
BK. 22, PG. 67  
SINGLE FAMILY  
RESIDENTIAL

C-2  
A.P.N. 225-14-169A  
DKT. 12335, PG. 3957  
COMMERCIAL STORAGE  
STORAGE PORTFOLIO  
BRAVO II LLC.

C-1  
225-14-168A  
DKT. 13182, PG. 4396  
RETAIL SALES

EXISTING/PROPOSED  
BUILDING  
FFE=2628.95

DATE: 04/07/15	SITE ADDRESS 8700 N. ORACLE ROAD ORO VALLEY, ARIZONA 85704	OWNER/DEVELOPER NORTH CATHEY HOLDINGS LLC 5701 E. SPEEDWAY BOULEVARD TUCSON, ARIZONA 85712 ATTN: DONNY CATHEY PH: (520) 490-9313 EMAIL: donny@catheys.com	ARCHITECT SEAVER FRANKS ARCHITECTS INC. 2552 NORTH ALVERNON WAY TUCSON, ARIZONA 85712 ATTN: RICHARD HUCH PH: (520) 795-4095 EMAIL: rickhuch@seaverfranks.com
SCALE: 1"=20'			
C.I.: 1 FOOT			

A PORTION OF LOT 1 OF "SUNNYSLOPE" PER BK. 17, PG. 27 MAPS & PLATS, LOT 7 OF "SUNNYSLOPE TOWNHOMES" PER BK. 22, PG. 67 MAPS & PLATS, AN ABANDONED PORTION OF CALLE DIAMONTE, AND A PORTION OF ABANDONED ORACLE ROAD R.O.W., LOCATED IN THE N.E. 1/4 OF SECTION 25, T. 12 S., R. 13 E., G.&S.R.M., PIMA COUNTY, ARIZONA

**CONCEPTUAL SITE PLAN for CATHEY'S SEWING & VACUUM**

grading plan

CYPRESS PROJECT NO: 14.061	2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com	NO.	DATE	REVISION	BY	
						3
						OF
						3

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

OV1215-05  
REF: OV114-029

**GENERAL NOTES**

1. THE GROSS AREA OF THE DEVELOPMENT SITE IS 0.41 ACRES.
2. THE GROSS FLOOR AREA IS 3,446 SF.
3. THE FLOOR AREA RATIO (FAR) REQUIRED FOR THE COMMERCIAL PORTION IS 0.30 MAXIMUM. THE ACTUAL FAR PER THE APPROVED PAD IS 0.16.
4. LOT COVERAGE PERCENTAGE IS 19.2%.
5. THE GROSS AREA OF ALL IMPERVIOUS HARDSCAPE SURFACES IS 9,042 SF.
6. TOTAL MILES OF NEW PUBLIC STREETS IS 0 MILES.
7. TOTAL MILES OF NEW PRIVATE STREETS IS 0 MILES.
8. THE EXISTING AND PROPOSED USES FOR THIS PROJECT ARE OFFICE, APPLIANCE REPAIR, AND GENERAL MERCHANDISING.
9. ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING AND REVEGETATION BONDS MUST BE POSTED PRIOR TO ISSUANCE OF GRADING PERMITS.
10. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 25' OR 2 STORIES. THE EXISTING BUILDING HEIGHT IS 16' (1-STORY) (APPROX.) AND THE PROPOSED BUILDING HEIGHT IS 25' MAX (2-STORY).
11. TOTAL AREA OF OPEN SPACE REQUIRED = 20% OF THE GROSS AREA OF THE SITE. TOTAL AREA OF OPEN SPACE PROVIDED = 26.4%.
12. LANDSCAPED BUFFER-YARDS REQUIRED PER: STREET = B (30' MIN.) REQUIRED NORTHEAST = N/A SOUTHEAST = B REQUIRED SOUTHWEST = B REQUIRED
13. REQUIRED BUILDING SETBACKS: FRONT - 20' REQUIRED, 94.3' (MIN.) PROVIDED SIDE (S.W. ONLY) - 25' REQUIRED, 28.2' (MIN.) PROVIDED REAR - 25' REQUIRED, 29.9' (MIN.) PROVIDED
14. EXISTING ZONING IS C-1 (COMMERCIAL DISTRICT) AND R-6 (MULTI-FAMILY RESIDENTIAL).
15. ALL PUBLIC ART REQUIREMENTS MUST BE MET PRIOR TO FINAL CERTIFICATE OF OCCUPANCY ISSUANCE, PER ORO VALLEY ZONING CODE REVISED SECTION 27.3.
16. ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF A SEPARATE REVIEW AND APPROVAL PROCESS.
17. THE DESIGN VEHICLE IS SU-30.
18. 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.
19. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
20. THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
21. 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.
22. A LINE EXTENSION AGREEMENT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE BEFORE THIS PROJECT BEGINS.
23. ALL METERS SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THE CUSTOMER SIDE OF THE METER.
24. ALL FIRE SERVICES SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THEM.
25. SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE OF BUILDING PERMITS.
26. THE RESIDENTIALLY ZONED PORTION OF THE PROPERTY IS RESTRICTED TO OFFICE USE PER THE PROPERTY'S R-6 ZONING DESIGNATION.
27. COMMERCIAL DEVELOPMENTS SHALL PROVIDE A 5' SIDEWALK ALONG THE ENTIRE LENGTH OF THE STREET FRONTAGE. ALTERNATIVELY, THE PROJECT MAY PROVIDE AN IN LIEU FEE FOR THE CONSTRUCTION OF A SIDEWALK AT A LATER DATE. THE FEE WILL BE POSTED PRIOR TO ISSUANCE OF THE GRADING PERMIT. AN ESTIMATED COST OF CONSTRUCTION IS REQUIRED TO BE SUBMITTED FOR TOWN REVIEW AND APPROVAL TO ESTABLISH THE AMOUNT.

**GENERAL NOTES (cont'd)**

26. 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.
27. APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
28. APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED THROUGHOUT EACH BUILDING.
29. 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.
30. 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.
31. 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. 2006 GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS.
  - E. 2008 TOWN OF ORO VALLEY POOL CODE.
  - F. 2003 PC/COT STANDARD SPECIFICATIONS & DETAILS FOR PUBLIC IMPROVEMENTS.
  - G. 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL.
  - H. 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL.
  - I. TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED.
  - J. ORO VALLEY TOWN CODE, CURRENT REVISED.
  - K. 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
32. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE CENTERLINE OF SUNNYSLOPE DRIVE, BK 18, PG 34 SUBDIVISION PLAT MAP PIMA COUNTY DEVELOPMENT SERVICES. THE BEARING OF SAID LINE IS N 11°20'18" E.

**PARKING CALCULATIONS**

**MOTOR VEHICLE:**  
 GENERAL RETAIL - 4 SPACES PER 1,000 SF OF DISPLAY AREA - 2,466 SF  
 SERVICE AREA - 4 SPACES PER 1,000 SF OF SERVICE AREA - 500 SF  
 GENERAL OFFICE - 3 SPACES PER 1,000 SF OF OFFICE AREA - 480 SF

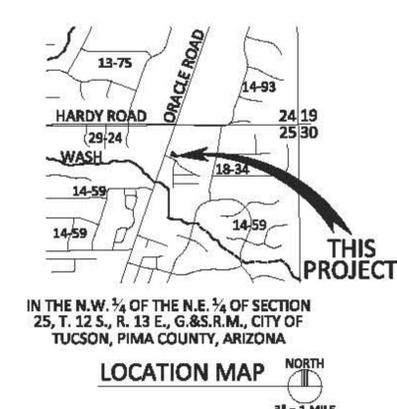
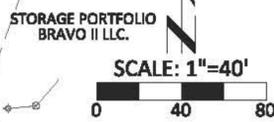
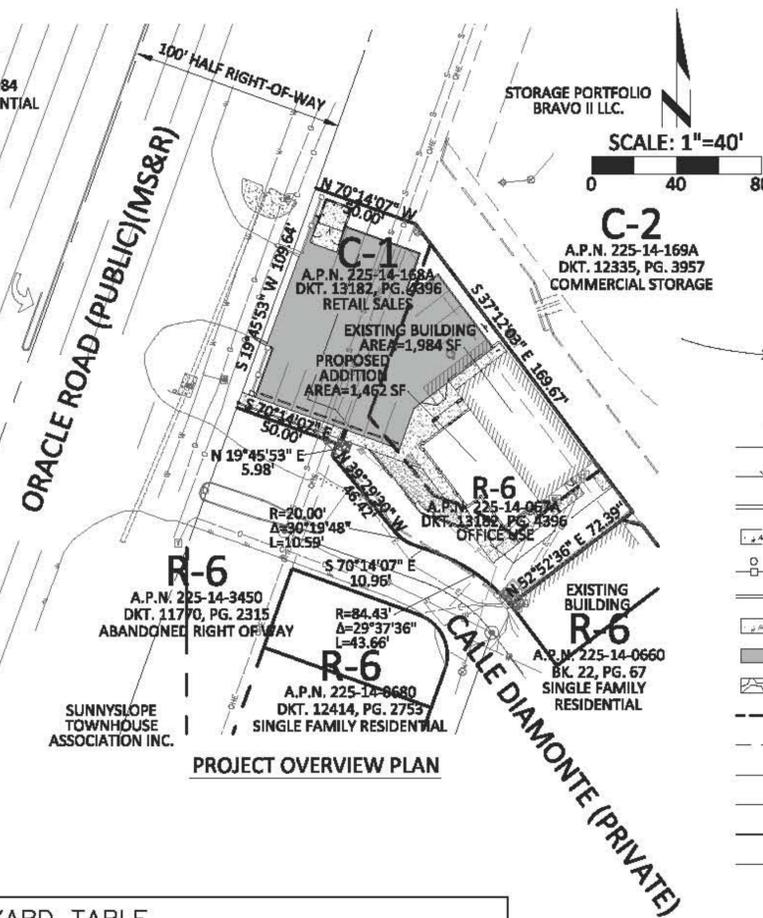
TOTAL REQUIRED = (2,466+500)/250+(480/333) = 14 SPACES  
 TOTAL PROVIDED = 16 SPACES (INCLUDING 1 VAN ACCESSIBLE SPACE)

**BICYCLE:**  
 SERVICE SHOP - 1 PER 20 MOTOR VEHICLE SPACES (CLASS II TYPE) [2 MIN.]

TOTAL REQUIRED = 16/20 = 2 SPACES  
 TOTAL PROVIDED = 2 SPACES

# CONCEPTUAL LANDSCAPE PLAN for CATHEY'S SEWING & VACUUM OV1215-05

**R-144**  
 225-13-0033  
 DKT. 13170, PG. 4184  
 SINGLE FAMILY RESIDENTIAL



**LEGEND**

EXISTING CONTOUR	EXISTING SEWER MANHOLE
SPOT ELEV. (FIN. GRADE)	EXISTING SEWER CLEANOUT
SPOT ELEV. (EXIST. GRADE)	EXISTING FIRE HYDRANT
PAINT STRIPE	EXISTING WATER METER
EXISTING PAVEMENT EDGE	EXISTING BACKFLOW PREVENTER
EXISTING CURB	EXISTING WATER VALVE
EXISTING CONCRETE	EXISTING ELECTRIC PULLBOX/METER
EXISTING FENCE/RAILING	EXISTING TRANSFORMER
NEW CURB	EXISTING TELEPHONE PEDESTAL
NEW CONCRETE	EXISTING GAS MARKER
NEW ASPHALT	EXISTING GAS METER
NEW RIP RAP	EXISTING UNKNOWN UTILITY
FLOW-LINE	NEW SIGN
EXISTING EASEMENT	SURVEY MONUMENTATION AS NOTED
RIGHT-OF-WAY	NEW FIRE HYDRANT
PROJECT BOUNDARY LINE	PARKING SPACE COUNT
OTHER PARCEL LINE	ZONING DIVISION
ROADWAY CENTERLINE	FINISH SURFACE
EXISTING SIGN	FINISHED FLOOR ELEVATION
EXISTING POWER POLE	TOP OF CURB/CONCRETE
EXISTING STREET/TRAFFIC LIGHT	
EXISTING SEWER	
EXISTING WATER	
EXISTING UNDERGROUND ELECTRIC	
EXISTING OVERHEAD ELECTRIC	
EXISTING GAS LINE	
EXISTING COMMUNICATION LINE	
NEW FIRE SERVICE	

**LANDSCAPE BUFFERYARD TABLE**

BUFFERYARD LOCATION	REQUIRED TYPE	REQUIRED WIDTH	PROPOSED WIDTH	PLANTS REQUIRED PER 100'	PLANTS PROVIDED PER 100'	BUFFERYARD LENGTH	GROUND TREATMENT
NORTH	NONE						DECORATIVE ROCK
SOUTH	B	15'	15'	5-T 8-S 15-A 6-T 15-S 17-A		100'	DECORATIVE ROCK
WEST	NONE						DECORATIVE ROCK
EAST	B	15'	30'	5-T 8-S 15-A 3-T 7-S 10-A		72'	DECORATIVE ROCK

**GENERAL LANDSCAPE NOTES**

- .41 ACRE - PARCEL IS ZONED C-1 AND R-6
- LANDSCAPE TO CONFORM TO ORO VALLEY LANDSCAPE CODE
- MITIGATION OF SURVEYED PLANTS IN THE NATIVE PLANT PRESERVATION PLAN WILL BE INCORPORATED INTO THE LANDSCAPE DESIGN - NONE - SITE HAS BEEN PREVIOUSLY DEVELOPED.
- ALL TREE AND SHRUB LOCATIONS ARE PRELIMINARY

**SHEET INDEX**

1. COVER SHEET
2. SITE PLAN
3. GRADING PLAN

<b>DATE:</b> 03/30/15	<b>SITE ADDRESS:</b> 8700 N. ORACLE ROAD ORO VALLEY, AZ 85704	<b>OWNER/DEVELOPER:</b> NORTH CATHEY HOLDINGS LLC 5701 E. SPEEDWAY BOULEVARD TUCSON, AZ 85712 ATTN: DONNY CATHEY PH: (520) 490-9313 EMAIL: donny@catheys.com	<b>ARCHITECT:</b> SEAVER FRANKS ARCHITECTS INC. 2552 NORTH ALVERNON WAY TUCSON, ARIZONA 85712 ATTN: RICHARD HUCH PH: (520) 795-4095 EMAIL: richhuch@seaverfranks.com
<b>SCALE:</b> 1"=40'			
<b>C.I.:</b> N/A			

**CONCEPTUAL LANDSCAPE PLAN CATHEY'S SEWING & VACUUM OV1215-05 COVER SHEET**

CYPRESS PROJECT NO: 14.061

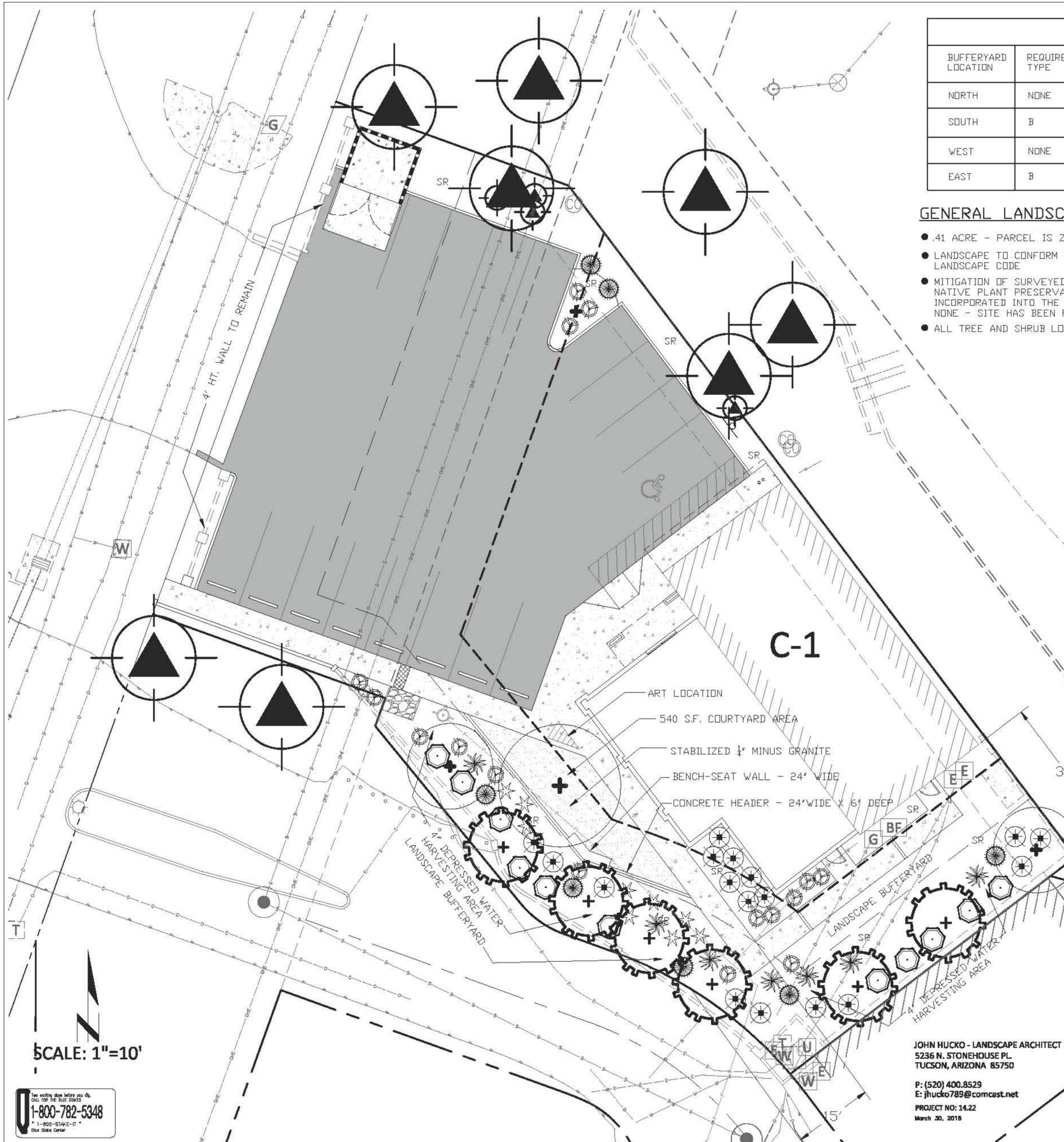
2102 north country club road suite #9 tucson, arizona 85716 p: 520.991.5213 e: kmhall@cypresscivil.com

3/31/2016

NO.	DATE	REVISION	BY
1			
2			



JOHN HUCKO - LANDSCAPE ARCHITECT  
 5236 N. STONEHOUSE PL.  
 TUCSON, ARIZONA 85750  
 P: (520) 400.8529  
 E: jhucko789@comcast.net  
 PROJECT NO: 14.22  
 March 30, 2015



LANDSCAPE BUFFERYARD TABLE											
BUFFERYARD LOCATION	REQUIRED TYPE	REQUIRED WIDTH	PROPOSED WIDTH	PLANTS REQUIRED PER 100'			PLANTS PROVIDED PER 100'			BUFFERYARD LENGTH	GROUND TREATMENT
NORTH	NONE										DECORATIVE ROCK
SOUTH	B	15'	15'	5-T	8-S	15-A	6-T	15-S	17-A	100'	DECORATIVE ROCK
WEST	NONE										DECORATIVE ROCK
EAST	B	15'	30'	5-T	8-S	15-A	3-T	7-S	10-A	72'	DECORATIVE ROCK

**GENERAL LANDSCAPE NOTES**

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- ALL TREE AND SHRUB LOCATIONS ARE PRELIMINARY

**PLANT LEGEND**

PLANT SYMBOL BOTANICAL NAME COMMON NAME: SIZE: QTY

**TREES:**

- Prosopis glandulosa Texas Honey Mesquite 24' Box x
- Chilopsis linearis 'hybrid' Desert Willow 'Arts Seedless' 24' Box x
- Existing Tree - Preserve in Place
- Existing Prickly Pear

**SHRUBS**

- SIZE: QTY
- Leucophyllum frutescens 'Compacta' Compact Texas Ranger 5 Gal. x
  - Ceanothus pulcherrimus Mexican Redbird 5 Gal. x
  - Lantana Species 'New Gold' New Gold Lantana 1 Gal. x

**CACTI /ACCENTS**

- Agave weberi Agave 5 Gal. x
- Hesperaloe parviflora - Hybrid 2.5 Gal. x
- Hesperaloe funifera Giant Hesperaloe 5 Gal. x

**DECORATIVE ROCK**

SR 1/2" Sized Rock  
 Color - 'Apache Brown' - Water settle and wash all rock at project completion.  
 Carry out to existing sidewalk and between concrete sidewalk and concrete curb..

OV1215-05  
 REF: OV114-029

DATE: 03/30/15	SITE ADDRESS 8700 N. ORACLE ROAD ORO VALLEY, AZ 85704	OWNER/DEVELOPER NORTH CATHEY HOLDINGS LLC 5701 E. SPEEDWAY BOULEVARD TUCSON, AZ 85712 ATTN: DONNY CATHEY PH: (520) 490-9313 EMAIL: donny@catheys.com	ARCHITECT SEAVER FRANKS ARCHITECTS INC. 2552 NORTH ALVERNON WAY TUCSON, ARIZONA 85712 ATTN: RICHARD HUCH PH: (520) 795-4095 EMAIL: rickhuch@seaverfranks.com
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A PORTION OF LOT 1 OF "SUNNYSLOPE" PER BK. 17, PG. 27 MAPS & PLATS, LOT 7 OF "SUNNYSLOPE TOWNHOMES" PER BK. 22, PG. 67 MAPS & PLATS, AN ABANDONED PORTION OF CALLE DIAMONTE, AND A PORTION OF ABANDONED ORACLE ROAD R.O.W., LOCATED IN THE N.E. 1/4 OF SECTION 25, T. 12 S., R. 13 E., G.&S.R.M., PIMA COUNTY, AZ

**CONCEPTUAL LANDSCAPE PLAN  
 CATHEY'S SEWING & VACUUM  
 OV1215-05**

JOHN HUCKO - LANDSCAPE ARCHITECT  
 5236 N. STONEHOUSE PL.  
 TUCSON, ARIZONA 85750  
 P: (520) 400.8529  
 E: jhucko789@comcast.net  
 PROJECT NO: 14.22  
 March 30, 2015

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



NO.	DATE	REVISION	BY
2			
or			
2			

SCALE: 1"=10'

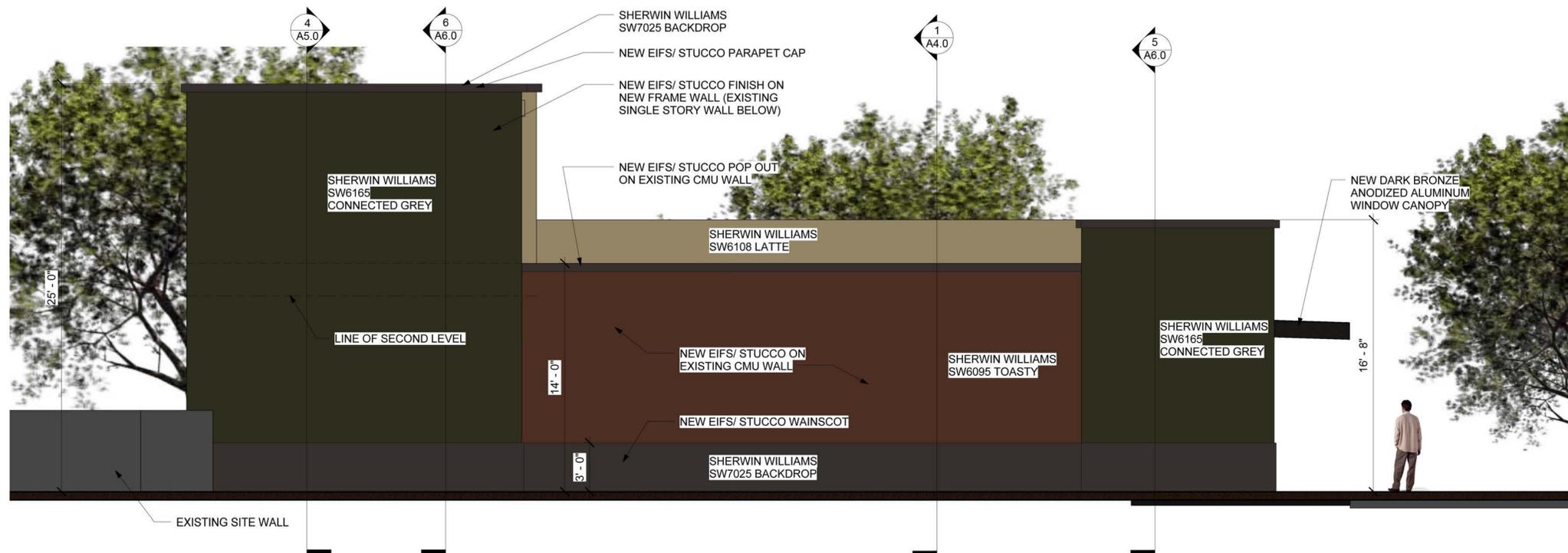
1-800-782-5348  
 1-800-STAKE-IT  
 Blue Scale Center

No.	Revisions Description	Date



NOTE:  
ALL ROOFTOP MECHANICAL EQUIPMENT  
SHALL BE SCREENED FROM PUBLIC VIEW

**2** NORTH ELEVATION  
1/4" = 1'-0"



**1** EAST ELEVATION  
1/4" = 1'-0"

**EXTERIOR BUILDING  
ELEVATIONS**

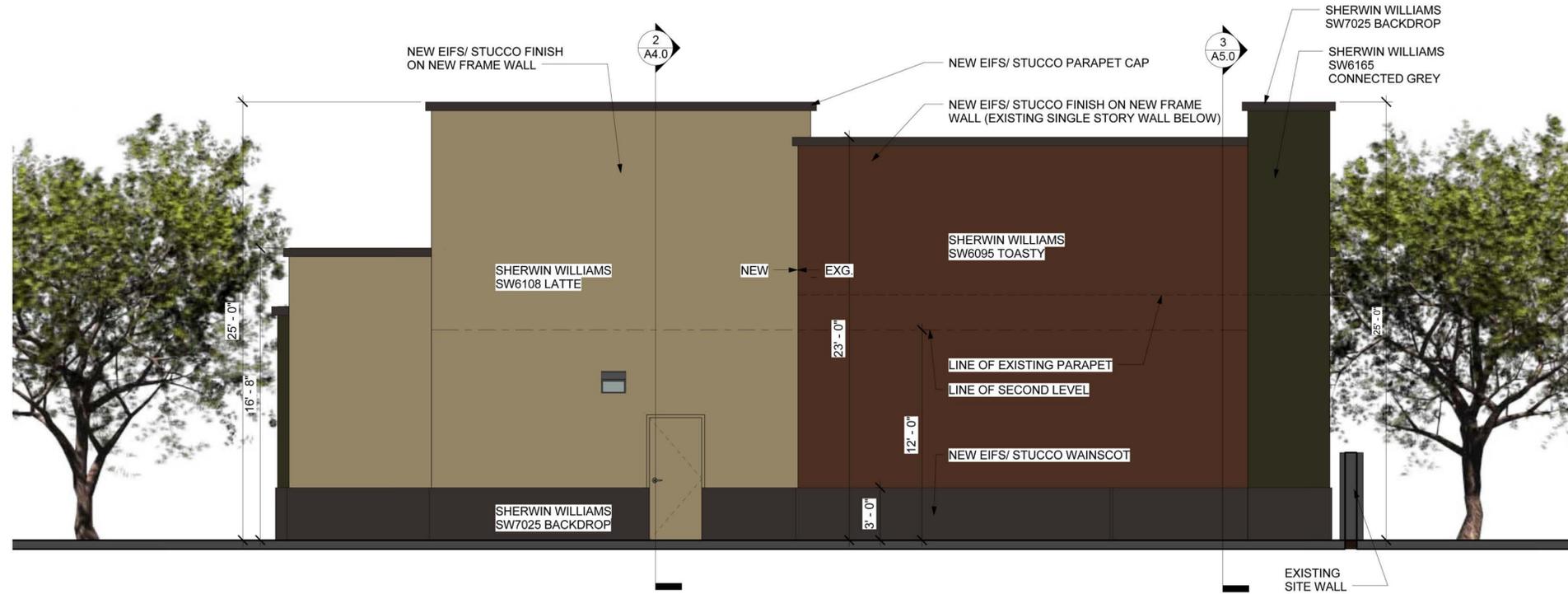


**CATHEY'S SEW &  
VAC**  
8700 N. ORACLE ROAD  
ORO VALLEY, ARIZONA

Issue Date 9/4/2014  
Proj. No. 3182  
Drg. Scale 1/4" = 1'-0"

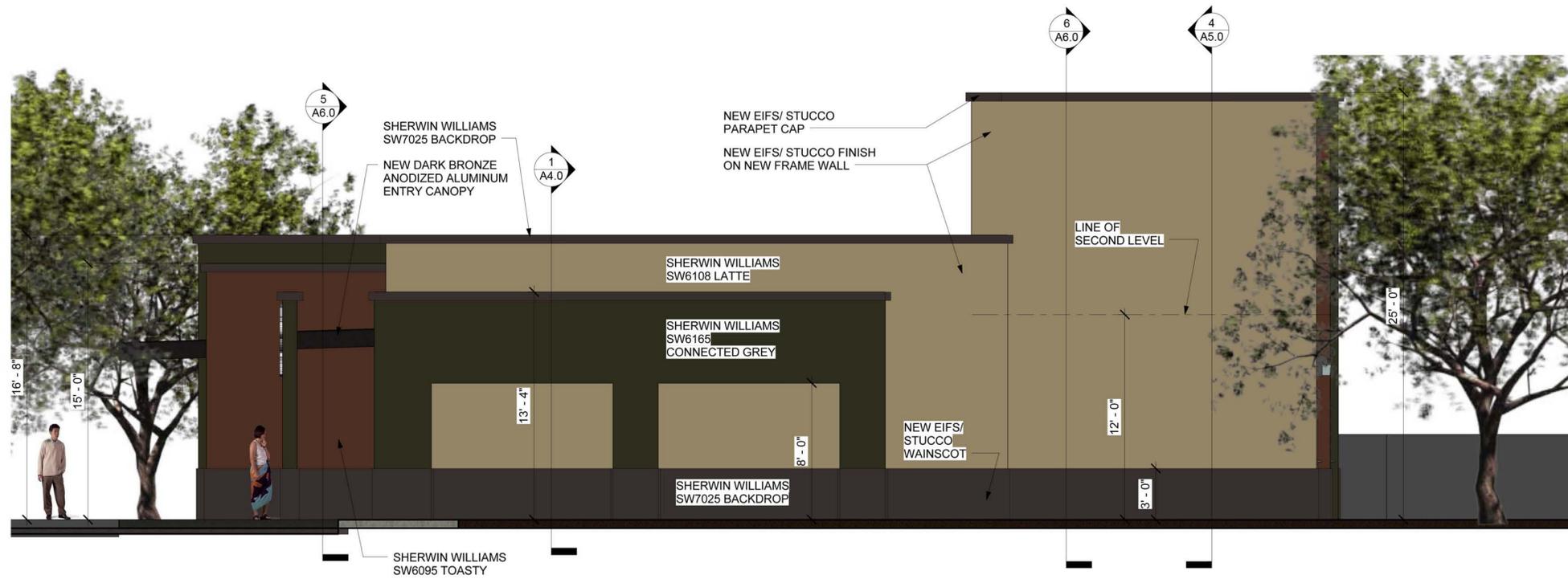
Sheet  
**A2.0**

No.	Revisions Description	Date



NOTE:  
ALL ROOFTOP MECHANICAL EQUIPMENT  
SHALL BE SCREENED FROM PUBLIC VIEW

**3 SOUTH ELEVATION**  
1/4" = 1'-0"



**4 WEST ELEVATION**  
1/4" = 1'-0"

**EXTERIOR BUILDING  
ELEVATIONS**



**CATHEY'S SEW &  
VAC**  
8700 N. ORACLE ROAD  
ORO VALLEY, ARIZONA

Issue Date 9/4/2014  
Proj. No. 3182  
Drg. Scale 1/4" = 1'-0"

Sheet  
**A3.0**



**Cathey's**  
**SEWING & VACUUM**

8700 N. ORACLE RD.  
ORO VALLEY, AZ

CONCEPT ELEVATION/ VIEW  
FROM ORACLE

**SEAVER & FRANKS**  
ARCHITECTS INC AIA

2552 N. Alvernon Way / Tucson, AZ 85712 / 520 795-4000

SEPT. 4, 2014



**Cathey's**  
**SEWING & VACUUM**

8700 N. ORACLE RD.  
ORO VALLEY, AZ

CONCEPT ELEVATION/ VIEW  
FROM ORACLE

**SEAVER & FRANKS**  
ARCHITECTS INC AIA

2552 N. Alvernon Way / Tucson, AZ 85712 / 520 795-4000

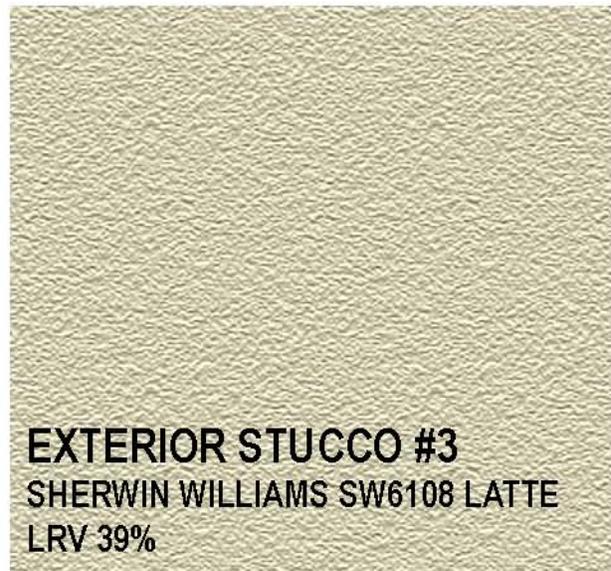
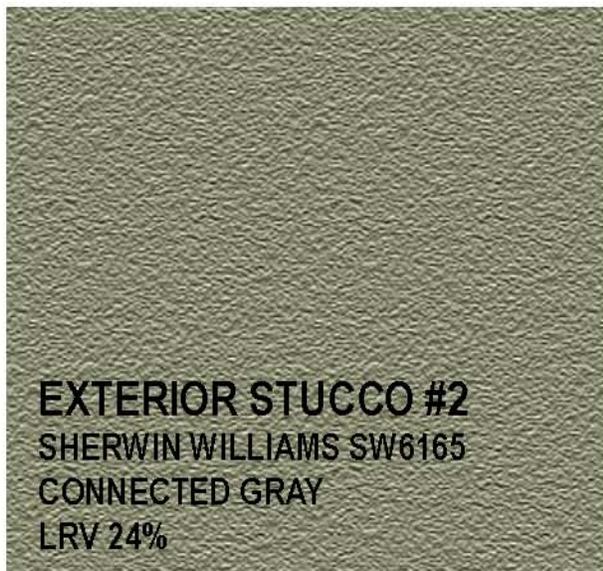
SEPT. 4, 2014

A BUILDING EXPANSION  
FOR

# Cathey's

**SEWING & VACUUM**

8700 N. ORACLE



Neighborhood Meeting Summary  
Cathey's Sew and Vac Expansion  
April 20, 2015  
6:00 – 7:30

## 1. Introduction and Welcome

A neighborhood meeting was held in the Hopi Conference room with approximately 10 residents in attendance. Councilmember Hornat and Vice Mayor Waters attended the meeting.

## 2. Staff Presentation

Rosevelt Arellano, Project Manager, provided a presentation that included:

- Conceptual Design Review Process – Site plan, architecture and public art
  - Conceptual Design Review Board meeting (recommendation)
  - Town Council meeting (decision)
- Review tools for Conceptual Design applications

## 3. Applicant Presentation

A representative from Cathey's Sew and Vac provided a presentation that included:

- Site plan design
  - Building orientation
  - Access and entryways
  - Parking areas
- Architecture design
- Company information

## 4. Meeting Discussion

The following questions and comments were provided at the meeting.

- Will the proposed building have additional signs?
  - The applicant stated no additional signs are proposed.
- How bright are the proposed walls signs?
  - The applicant stated that this information is not known as this time.
- All of the residents expressed support of the proposed development.

## 5. Next Steps

The next steps include:

- Staff review
- Conceptual Design Review Board Public Hearing
- Town Council Public Hearing

Meeting dates will be posted on the Town website ([www.ovalleyaz.gov](http://www.ovalleyaz.gov)) and notices will be mailed to residents within the notification area.

For more information, please contact Robert Kirschmann, Planner, at (520) 229-4836 or [rkirschmann@ovalleyaz.gov](mailto:rkirschmann@ovalleyaz.gov).



## Conceptual Site Plan and Conceptual Architecture Conceptual Design Review Board Staff Report

2

**CASE NUMBER:** OV1215-05 Cathey's Sew and Vac  
**MEETING DATE:** May 12, 2015  
**AGENDA ITEM:** 2  
**STAFF CONTACT:** Robert Kirschmann, Planner  
[rkirschmann@orovalleyaz.gov](mailto:rkirschmann@orovalleyaz.gov) (520) 229-4836

**Applicant:** Kevin Hall, PE, Cypress Civil Development  
**Request:** **Conceptual Site Plan and Conceptual Architecture for a 1,452 square foot addition to the existing 1,984 square foot for Cathey's Sew and Vac**  
**Location:** 8700 N. Oracle Road  
**Recommendation:** Approve requested Conceptual Site Plan and Conceptual Architecture subject to the condition in Attachment 1

### SUMMARY:

This project includes the expansion of the existing Cathey's Sew and Vac building on a 0.41 acre property located at 8700 N. Oracle Road (see Attachment 2). The CDRB review is focused on the fundamental elements of the Conceptual Site Plan and Conceptual Architecture, including: site layout; drainage/grading; connectivity; building design; and landscape concept. The information must be sufficient to demonstrate that the design concept is achievable and to ensure community fit.

The proposed Conceptual Site Plan (see Attachment 3) and Conceptual Architecture Plan (see Attachment 4) conform to the Town's Design Principles. Other elements of the submittal are provided in Attachments 5 through 8.

### BACKGROUND:

This report contains staff analysis, proposed conditions of approval and suggested motions for the Conceptual Site Plan and Conceptual Architecture. The Conceptual Design Principles are utilized as primary guidance for CDRB evaluation of the application.

#### Land Use Context

The property is developed with a 1,984 square foot retail building, landscaping and parking. Surrounding uses include:

Direction	Land Use(s)
North	Storage facility
East	Town home development/storage facility
South	Town home development
West	Vacant Land, across Oracle Road

A Zoning Map for the area is provided as Attachment 9. The property is zoned Commercial District (C-1) and Multi-Family Residential (R-6). The proposed land use is consistent with the zoning on the property and was confirmed through an Interpretation issued in conjunction with this case.

#### Proposed Conceptual Site Plan

The Conceptual Site Plan depicts a single 3,446 square foot building with retail, office and storage uses.

The site is accessed from an existing single right-in, right-out driveway from Oracle Road. Parking areas are located to the west of the building, further from the surrounding residential uses than currently exists. Existing hardscape located south and east of the building will be removed and landscaping installed.

A trash enclosure is proposed along Oracle Road. A condition has been included requiring the applicant to work with staff to locate an area which will provide safer on site traffic movements and better screening from Oracle Road.

#### Proposed Conceptual Landscape Plan

The proposed landscape concept depicts the general landscape design including rainwater harvesting basins within the landscaped areas. A courtyard area has been added along the south side of the building and will include sidewalk, landscaping and public art. As information, public art is not a part of these requests and will be forwarded to the Board under separate application.

#### Proposed Conceptual Architecture

The proposed building is two stories (25 feet) and includes retail, office and storage uses. The building incorporates traditional and contemporary Southwestern elements, shapes and materials. Articulation to both the vertical and horizontal planes has been provided. The architecture conforms to Town requirements.

### **DISCUSSION / ANALYSIS:**

#### Parking

The proposed parking conforms to Zoning Code requirements. The parking calculation is based on "General Retail, General Office and Service area" parking standards.

#### Conceptual Site Design Principles, Section 22.9.D.5.a

The Conceptual Site Plan is, with the condition in Attachment 1, in conformance with applicable Conceptual Site Design Principles. Following are applicable Design Principles (*in italics*), followed by staff evaluation of how the design addresses the principles:

Staff Commentary: The entrance to the building will be changed to face Oracle Road, providing better street visibility and reducing the impact to the surrounding residents.

*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: No significant changes to grade are required to support the addition. This project will decrease runoff due to the removal of non-permeable surfaces associated with the parking area and the installation of rainwater harvesting basins.

*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: A sidewalk will be provided along the southern property boundary from the Oracle Road right-of-way to the building entrance. Bicycle parking will be provided consistent with Town requirements. A condition is included requiring an in lieu fee for the future construction of a sidewalk along Oracle Road.

Conceptual Architectural Design Principles, Section 22.9.D.5.b

The Conceptual Architecture (see Attachments 4) is in conformance with applicable Architectural Design Principles. Following are the Design Principles (*in italics*) followed by staff evaluation of how the architecture conforms and responds to the principles:

*Design: building architectural design shall be appropriate for the climate and characteristics of the Sonoran Desert, including indigenous and traditional textures, colors, and shapes found in and around Oro Valley. All development shall maintain and strengthen the high quality of design exemplified in Oro Valley through project creativity and design excellence.*

The architectural design is appropriate for the area, is complimentary to existing development in the vicinity and complies with Town requirements.

*Scale, height and mass: building scale, height and mass shall be consistent with the town-approved intensity of the site, designated scenic corridors, and valued mountain views. Buildings shall be designed to respect the scale of adjoining areas and should mitigate the negative and functional impacts that arise from scale, bulk and mass.*

The building scale, height and mass is appropriate and complimentary to surrounding development.

*Façade articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to; overhangs, trellises, projections, awnings, insets,*

*material, and texture shall be used to create visual interest that contribute to a building's character.*

All elevations of the building façade are well articulated through the use of varying roof and wall planes.

*Screening: building design and screening strategies shall be implemented to conceal the view of loading areas, refuse enclosures, mechanical equipment, appurtenances, and utilities from adjacent public streets and neighborhoods.*

No mechanical equipment, refuse enclosures, appurtenances, or utilities will be visible from nearby residences or streets. Full compliance with this standard will be confirmed at the final design phase.

## **ENGINEERING COMMENTS**

### Drainage

Existing storm water runoff flows through the site in a westerly direction to existing drainage facilities in Oracle Road. The existing site is completely covered with asphalt parking areas, building and hardscape. The proposed improvements remove impervious paved areas and replace asphalt paving with landscape and rainwater harvesting basins while maintaining existing drainage patterns. The removal of impervious area slightly reduces the amount of storm water run-off leaving the site in the post-developed condition.

### Grading

A Type 2 Grading Permit is required to construct the utilities, parking, and drainage improvements on the project site. The grading represented within the Conceptual Site Plan conforms to the requirements of the Town's Zoning Code (Section 27.9) as well as the Town's Subdivision Street Standards.

### Traffic:

The improvements do not propose any modifications to the existing driveway. Oracle Road is under the jurisdiction of the Arizona Department of Transportation (ADOT). The business is already established and even with the proposed improvements generates a very low volume of traffic. Therefore, this project will not have a noticeable impact on the surrounding roadway network.

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## **PUBLIC PARTICIPATION:**

### Summary of Public Notice

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

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

Neighborhood Meeting

A neighborhood meeting was held on April 20<sup>th</sup>, 2014. Approximately 7 residents attended the meeting and expressed support for the project. A copy of the neighborhood meeting summary notes are attached (see Attachment 10).

No correspondence has been received to date.

**RECOMMENDATION:**

Conceptual Site Plan

Based on a finding that the Conceptual Site Plan is in conformance with 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 OV1215-05, subject to the condition in Attachment 1.**

Conceptual Architecture

Based on a finding that the Conceptual Architecture is in conformance with 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 Architecture under case OV1215-05.**

**SUGGESTED MOTIONS:**

**Conceptual Site Plan**

I move to recommend approval of the Conceptual Site Plan subject to the condition in Attachment 1, finding that the proposed Conceptual Site Plan for the Cathey's Sew and Vac is in conformance with the Oro Valley Design Principles and applicable Design Standards.

OR

I move to recommend denial of the Conceptual Site Plan for Cathey's Sew and Vac finding that it is not in conformance with the Oro Valley Design Principles and applicable Design Standards, specifically \_\_\_\_\_.

**Conceptual Architecture**

I move to recommend approval of the Conceptual Architecture, finding that the proposed Conceptual Architecture for Cathey's Sew and Vac is in conformance with the Oro Valley Design Principles and applicable Design Standards.

OR

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I move to recommend denial of the Conceptual Architecture for the Cathey's Sew and Vac that it is not in conformance with the Oro Valley Design Principles and applicable Design Standards, specifically \_\_\_\_\_.

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**ATTACHMENTS:**

1. Condition of Approval
2. Location Map
3. Conceptual Site Plan
4. Conceptual Architecture
5. Conceptual Landscape Plan
6. Proposed Colors
7. Entry View
8. Oracle Road Perspective
9. Zoning Map
10. 4/20/15 Neighborhood Meeting Summary Notes

  
\_\_\_\_\_  
Bayer Vella, Planning Manager

**MINUTES  
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD  
REGULAR SESSION/STUDY SESSION  
MAY 12, 2015  
HOPI ROOM  
11000 N. LA CANADA DRIVE**

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

**CALL TO ORDER**

Chairman Eggerding called the Regular Session of the Conceptual Design Review Board at 6:00 PM.

**ROLL CALL**

**PRESENT:** Richard Eggerding, Chairman  
Bruce Wyckoff, Vice Chairman  
Jacob Herrington, Member  
Sarah Chen, Member  
Nathan Basken, Member  
Harold Linton, Member  
Kit Donley, Member

**ABSENT:** None.

**ALSO PRESENT:**

Joe Hornat, Council Member  
Lou Waters, Vice-Mayor  
Joe Andrews - Chief Civil Deputy Attorney

**PLEDGE OF ALLEGIANCE**

Chairman Eggerding led the Conceptual Design Review Board members and audience in the Pledge of Allegiance.

**CALL TO AUDIENCE**

There were no speaker request.

**COUNCIL LIAISON COMMENTS**

Lou Water, Vice-Mayor had no comments.

**1. REVIEW AND/OR APPROVAL OF THE MARCH 10, 2015 REGULAR SESSION MEETING MINUTES**

**MOTION:** A motion was made by Bruce Wyckoff, Vice Chairman and seconded by Jacob Herrington, Member to approve the March 10, 2015 regular session meeting minutes.

**MOTION** carried, 7-0.

**2. CONCEPTUAL SITE PLAN AND CONCEPTUAL ARCHITECTURE FOR A PROPOSED EXPANSION OF THE CATHEY'S SEW AND VAC BUSINESS, LOCATED NEAR THE SOUTHEAST CORNER OF ORACLE AND HARDY ROADS, OV1215-05**

Robert Kirschmann, Planner, presented the following:

- Proposal
- Location
- Existing/Proposed Site Plan
- Neighborhood Meeting/Public Input

Kevin Hall with Cypress Civil Development, representing the applicant, presented the following:

- Existing Views
- Proposed Entry View
- Site Plan

**MOTION:** A motion was made by Sarah Chen, Member and seconded by Nathan Basken, Member to recommend approval of the Conceptual Site Plan subject to the condition in Attachment 1, finding that the proposed Conceptual Site Plan for the Cathey's Sew and Vac is in conformance with the Oro Valley Design Principles and applicable Design Standards.

**MOTION** carried, 7-0.

**MOTION:** A motion was made by Nathan Basken, Member and seconded by Jacob Herrington, Member to recommend approval of the Conceptual Architecture, finding that the proposed Conceptual Architecture for Cathey's Sew and Vac is in conformance with the Oro Valley Design Principles and applicable Design Standards.

**MOTION** carried, 7-0.

Joe Andrews - Chief Civil Deputy Attorney left the meeting, due to a conflict with item 3.

**3. CONCEPTUAL ARCHITECTURE FOR A POOL BUILDING IN THE MARACAY AT VISTOSO SUBDIVISION, LOCATED AT THE NORTHERN TERMINUS OF LA CAÑADA DRIVE IN RANCHO VISTOSO, OV1315-06**

Rosevelt Arellano, Senior Planner, presented the following:

- Purpose
- Location Map
- Site Plan
- Surrounding Homes
- Front Elevation (South)
- Old/New Submittal
- Rear Elevation (North)
- Side Elevation (East and West)
- Summary and Recommendation

Cindy Paddock, with Maracay Homes, gave a brief update on the Maracay project.

David Garcia, with the Architectural Design Group, Inc, representing the applicant, presented the following:

- Location Map
- Recreational Area Plan
- Area Plan
- Site Plan
- Floor Plan
- Elevations: North & South
- Color Board - Materials
- Perspective Views from South
- Perspective Views from North

Cindy Paddock, with Maracay Homes, gave a brief explanation of the redesign elements of equipment yard.

**MOTION:** A motion was made by Sarah Chen, Member and seconded by Harold Linton, Member to approve the Conceptual Architecture for the proposed Maracay at Vistoso pool building based on the findings that the request complies with the provisions in the Zoning Code, subject to the conditions in Attachment 4. Including adding in more of a design features from the current submittal of pool yard to include the wrought iron lanterns and corning.

Jacob Herrington, Member offered a friendly amendment to add a sign with mechanical area to the building.

Sarah Chen, Member denied the friendly amendment.

**MOTION** carried, 5-2 with Bruce Wyckoff, Vice Chairman, and Nathan Basken, Member opposed.

#### **4. YOUR VOICE, OUR FUTURE CONCEPTUAL DESIGN REVIEW BOARD LIAISON UPDATE**

Kit Donley, Member gave a brief update on the Your Voice, Our Future meetings.

#### **ADJOURNMENT**

**MOTION:** A motion was made by Bruce Wyckoff, Vice Chairman and seconded by Jacob Herrington, Member to adjourn the May 12, 2015, Conceptual Design Review Board meeting at 6:57 PM.

**MOTION** carried, 7-0.

#### **STUDY SESSION AT OR AFTER 6:30 PM**

Chairman Eggerding called the Study Session of the Conceptual Design Review Board meeting to order at 6:58 PM.

#### **1. DISCUSSION OF ESL AND MODIFIED REVIEW PROCESS**

Michael Spaeth, Senior Planner, presented the following:

- General Plan Policies
- Environmentally Sensitive Lands/Conservation Subdivisions (Cluster)
- Incentives - Flexible Design Options
- Modified Review Process

Discussion ensued amongst the Board Members in reference to the modified review process.

Joe Hornat, Council Member, encouraged the Board Members to attend the neighborhood meeting and hear the issues first hand.

#### **PLANNING UPDATE (INFORMATIONAL ONLY)**

Michael Spaeth, Senior Planner, presented the following Planning update:

- Planning items on the May 20th Town Council agenda
- Planning items on the June 3rd Town Council agenda
- Upcoming Conceptual Design Review Board agenda item for June 9th

- Community Academy
- Upcoming Neighborhood Meetings

## **ADJOURNMENT**

**MOTION:** A motion was made by Bruce Wyckoff, Vice Chairman and seconded by Kit Donley, Member to adjourn the May 12, 2015 Conceptual Design Review Board Study Session at 7:44 PM.

**MOTION** carried, 7-0.

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