

***AMENDED (10/16/15, 2:00 PM)**
AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 21, 2015
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CAÑADA DRIVE

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION - Pursuant to A.R.S. Section 38-431.03 (A) (7), discussion regarding the purchase or lease of real property near the area of Magee and Oracle Roads

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

SINGING OF THE NATIONAL ANTHEM - ALIYAH DOUGLAS

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

- **Spotlight on Youth**

DEPARTMENT REPORTS

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

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

INFORMATIONAL ITEMS

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

PRESENTATIONS

1. Proclamation - Cities and Towns Week, October 18-24, 2015
2. Proclamation - 9th Annual Edward Jones Bag-A-Thon, October 1 - November 7, 2015

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - October 7, 2015
- B. Resolution No. (R)15-66, authorizing the execution and delivery of an agreement, a trust agreement, a placement agent agreement and an obligation purchase agreement; approving the sale, execution and delivery of excise tax revenue refunding obligations, series 2015, evidencing a proportionate interest of the owners thereof in an agreement between the Town of Oro Valley, Arizona and a trustee; authorizing and ratifying the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and declaring an emergency

REGULAR AGENDA

1. PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BENVENUTI RISTORANTE, LOCATED AT 12152 N. RANCHO VISTOSO BLVD. #C-160
2. UPDATE REGARDING WORK OF THE YOUR VOICE, OUR FUTURE PROJECT AND PROGRESS MADE TOWARDS TENTATIVE ADOPTION OF A DRAFT GENERAL PLAN
3. *REQUEST TO CONSIDER THE SITE PLAN AND ARCHITECTURE APPROVED BY ADMINISTRATIVE DECISION AS ENABLED WITHIN THE TOWN'S ECONOMIC EXPANSION ZONE FOR THE VENTANA ROCHE MODULAR BUILDING PROPOSED AT THE SOUTHWEST CORNER OF VISTOSO VILLAGE AND INNOVATION PARK DRIVES

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: 10/14/15 at 5:00 p.m. by mrs

AMENDED AGENDA POSTED: 10/16/15 at 5:00 p.m. by ms

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

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

INSTRUCTIONS TO SPEAKERS

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

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

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

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

Thank you for your cooperation.



Town Council Regular Session

Item # 1.

Meeting Date: 10/21/2015

Proclamation - Cities and Towns Week

Information

Subject

Proclamation - Cities and Towns Week, October 18-24, 2015

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

**CITIES AND TOWNS WEEK
OCTOBER 18-24, 2015**

WHEREAS, the citizens of Oro Valley rely on the Town to experience a high quality of life in our community; and

WHEREAS, cities and towns in Arizona work 24 hours a day, seven days a week to deliver vital city services such as fire, police and emergency medical response to ensure safe communities; and

WHEREAS, cities and towns in Arizona also provide services and programs that enhance the quality of life for residents such as parks, utilities, street maintenance, sanitation and recycling services, libraries, community centers and recreational programs; and

WHEREAS, it is important for Oro Valley to continue to provide the excellent delivery of services and programs that our citizens have come to expect in our community; and

WHEREAS, it is one of the responsibilities of Oro Valley officials to ensure open and accessible government through frequent communication with citizens using various avenues and means; and

WHEREAS, through participation and cooperation; citizens, community leaders, local businesses and municipal staff can work together to ensure that services provided by Oro Valley can remain exceptional elements of the quality of life of our community.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, do hereby proclaim that the Town of Oro Valley joins with the League of Arizona Cities and Towns and fellow municipalities across the State of Arizona in declaring October 18-24, 2015, Arizona Cities & Towns Week.

Dated this 21st day of October, 2015

ATTEST:


Dr. Satish I. Hiremath, Mayor




Julie K. Bower, Town Clerk



Town Council Regular Session

Item # 2.

Meeting Date: 10/21/2015
Proclamation - 9th Annual Edward Jones Bag-A-Thon

Information

Subject

Proclamation - 9th Annual Edward Jones Bag-A-Thon, October 1 - November 7, 2015

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation

**9TH ANNUAL EDWARD JONES BAG-A-THON
OCTOBER 1 – NOVEMBER 7, 2015**

WHEREAS, one in six Americans struggle with hunger and Interfaith Community Services (ICS) Food Bank serves over 200 families per day from all across Pima County; and

WHEREAS, the Bag-A-Thon is essential to ensuring ICS has supplies to meet the need for food during the holiday season and is the single largest food collection event of the year; and

WHEREAS, Tucson-area Edward Jones offices, several schools, scouting groups and community groups, Fry's Food Stores, the Town of Oro Valley, and the community-at-large donated a grand total of over 70,000 pounds of food last year; and

WHEREAS, the ICS Food Bank is able to provide food to nearly 3,000 households during the holiday season; and

WHEREAS, this year's goal is to collect at least 100,000 pounds of food.

NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, hereby proclaim October 1st through November 7th, 2015 as the 9th Annual Edward Jones Bag-A-Thon and urge all Oro Valley residents to get involved by dropping off bags of non-perishable food items at the Oro Valley Edward Jones office located at La Canada and Lambert.

Dated this 21st day of October, 2015

ATTEST:

Dr. Satish I. Hiremath, Mayor

Julie K. Bower, Town Clerk





Town Council Regular Session

Item # A.

Meeting Date: 10/21/2015

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

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - October 7, 2015

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve, approve with the following changes) the October 7, 2015 minutes.

Attachments

10/7/15 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
October 7, 2015
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 5:00 PM

CALL TO ORDER

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

ROLL CALL

PRESENT:

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

EXECUTIVE SESSION - Pursuant to A.R.S. Section 38-431.03 (A) (7), discussion regarding the purchase or lease of real property near the area of Magee and Oracle Roads

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to go into Executive Session pursuant to A.R.S. Section 38-431.03(A)(7), discussion regarding the purchase or lease of real property near the area of Magee and Oracle Roads

MOTION carried, 7-0.

Mayor Hiremath said the following staff members would join Council in Executive Session: Town Manager Greg Caton, Town Attorney Susan Goodwin, Legal Services Director Tobin Sidles, Police Chief Danny Sharp and Town Clerk Julie Bower.

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

Economic Development Director Amanda Jacobs announced the upcoming Town meetings and events.

COUNCIL REPORTS

Councilmember Hornat attended the Find your Fins (FYF) swimming event held at the Aquatic Center on September 26. The Find your Fins non-profit organization worked to get veterans, addicts, seniors, financially burdened, disabled and special needs individuals into the water, helping to add a healthy dynamic to life.

DEPARTMENT REPORTS

No reports were received.

ORDER OF BUSINESS

Mayor Hiremath reviewed the agenda and said it would stand as posted.

INFORMATIONAL ITEMS

1. Letter of Appreciation - Finance
2. Letter of Appreciation - DIS

CALL TO AUDIENCE

Oro Valley resident Jim Harrison was concerned with alleged safety violations at the Fry's gas station. Mr. Harrison was also concerned with engine breaking noise within the Town, specifically on La Canada Drive, and urged Council to adopt an ordinance that would prohibit engine breaking within the Town.

Vice Mayor Waters directed staff to look into the engine breaking noise issue.

Oro Valley resident Don Bristow clarified that he initiated the investigation and subsequent legal actions against the recall nomination petitions of two potential candidates. Mr. Bristow said he contacted Pat Straney and Shirl Lamonna to report his concerns resulting from his initial observations of the petitions and Mr. Straney and Ms. Lamonna, along with other supporters, agreed to share the legal costs.

Oro Valley resident Geri Ottoboni spoke about the candidate forum held on Saturday, October 3 in Sun City and the Pima County Bond election slated for November 3, 2015.

Oro Valley resident Jack Stinnett disagreed with cost estimates outlined in a January 29 Town of Oro Valley Media Release which detailed the costs of building a new recreation and community center vs. the costs associated with acquiring and renovating the existing El Conquistador Country Club.

PRESENTATIONS

1. Presentation - Youth Art Program by the Arts and Culture Ambassadors

Ms. Jacobs introduced Dick Eggerding and Sasha Case, co-founders of the Youth Art Program.

Dick Eggerding and Sasha Case gave an overview of the Youth Art Program and introduced the 81 pieces of artwork on display in the Council Chambers which were created by middle school students from Immaculate Heart School, Cross Middle School, Basis Oro Valley and Wilson K-8 School.

2. Presentation - Youth Advisory Council Update

Tim Falter, President of the Youth Advisory Council (YAC), reported on the recent activities of the (YAC) which included providing input to the Your Voice, Our Future General Plan Update, attending the League of Arizona Cities and Towns Conference at which the (YAC) were able connect with other Youth Council's from around the state, attending Dive in Movie Nights during the summer, continuing to work with various senior care facilities within the Town by arranging visits with seniors and developing educational material for a series of workshops designed to assist seniors with new technologies.

3. Proclamation - Domestic Violence Awareness Month

Mayor Hiremath proclaimed the month of October, 2015 as Domestic Violence Awareness Month.

Laura Penny, representative for the Pima County Attorneys Office - Victim Services Division, thanked Council for recognizing the importance of domestic violence awareness and said that October 23 was "Paint Pima Purple Day" and encouraged everyone to wear purple ribbons.

CONSENT AGENDA

Councilmember Zinkin requested to remove item (B) from the Consent Agenda for discussion.

- A. Minutes - September 16, 2015
- C. Resolution No. (R)15-60, approving an amended final plat for the relocation of the driveway access for lot 38 in Honey Bee Canyon Estates, located at 14009 N. Honey Bee Trail
- D. Resolution No. (R)15-61, authorizing and approving Grant Contract No. 2016-AL-021 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding Impaired Driver/DUI Alcohol Enforcement overtime and employee-related expenses
- E. Resolution No. (R)15-62, authorizing and approving Grant Contract No. 2016-AL-066 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding DUI/Impaired Driving Enforcement-related equipment
- F. Resolution No. (R)15-63, authorizing and approving Grant Contract No. 2016-PT-067 between the Oro Valley Police Department and the Governor's Office of Highway Safety (GOHS) for funding of Selective Traffic Enforcement Program (STEP) equipment
- G. Resolution No. (R)15-64, authorizing and approving an easement granted by the Rancho Del Cobre Community Association to the Town of Oro Valley for the purpose of public non-motorized access through Rancho Del Cobre Common Area "E"

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

MOTION carried, 7-0.

- B. Fiscal Year 2015/16 Financial Update Through July 2015

Councilmember Zinkin inquired about the Community and Recreation Center revenues and asked if staff was concerned with the lower than projected revenues.

Town Manager Greg Caton said there were a variety of factors that led to the early revenue numbers from the Community Center and specifically, the golf functions. Staff was watching the numbers very closely and didn't believe there was a reason to be alarmed.

Discussion ensued amongst Council and staff regarding the financial numbers of the Community & Recreation Center.

MOTION: A motion was made by Councilmember Hornat and seconded by Vice Mayor Waters to accept item (B).

MOTION carried, 6-1 with Councilmember Burns opposed.

REGULAR AGENDA

1. RESOLUTION NO. (R)15-65, DISCUSSION AND POSSIBLE ACTION REGARDING AN AMENDED FINAL PLAT TO ADJUST THE "NO-BUILD" AREA ON STONE CANYON LOT 210, LOCATED IN STONE CANYON NEIGHBORHOOD II, NORTH OF TORTOLITA MOUNTAIN CIRCLE, APPROXIMATELY ONE-QUARTER MILE WEST OF RANCHO VISTOSO BOULEVARD

Senior Planner Michael Spaeth presented item #1 and outlined the following:

- Location
- Areas of Encroachment
- New Open Space
- Surrounding Area
- Summary Recommendation

Discussion ensued amongst Council and staff regarding the proposed request to adjust the "No-build" area in Stone Canyon, lot 210.

Kevin Howard, owner, developer, architect and builder, discussed the proposed project and clarified the location and purpose of the walkway.

MOTION: A motion was made by Councilmember Snider and seconded by Councilmember Zinkin to approve Resolution No. (R)15-65, approving the amended final plat, subject to the condition in Attachment 1.

Attachment 1 Condition of Approval

1. The exterior walkway between the primary structure and accessory structure shall be designed to be cantilevered above the ground so as to not impede free movement of wildlife species, particularly reptilian species, between the existing rock outcroppings.

MOTION carried, 7-0.

2. DISCUSSION REGARDING ORO VALLEY'S ASSURED WATER SUPPLY, FUTURE WATER DEMANDS AND RESOURCES TO MEET FUTURE GROWTH NEEDS INCLUDING CAP, RENEWABLE SUPPLIES AND RECHARGE

Water Utility Director Philip Saletta presented item #2 and discussed the following:

Oro Valley Water Supply Diverse Portfolio

- Groundwater Supply
- Central Arizona Project Water
- Reclaimed Water Supply
- Storage
- Central Arizona Groundwater Replenishment District
- Water Conservation

Designation of Assured Water Supply

- Assured Water Supply Program
- Designation of Assured Water Supply Issued to Oro Valley by the Arizona Department of Water Resources in 2003 - renewed in 2013
- Plat Approval Process

Update on Colorado River

- U.S. Bureau of Reclamation
- Tier 1 and 2 Shortages - Do Not Impact CAP Water Deliveries
- Potential Shortages in 2017 and 2018
- Municipal Shortages Possible in 2025 or 2030 (Tier 3)
- No Water Quality Impacts to CAP Water From Animas River Mine Water Spill

Colorado River - What Has Been Done

- Storage to Mitigate Shortage
- Oro Valley Has 10,305 Acre Feet Per Year of CAP Water
- Balance of 2,805 is Recharged and Stored for the Future
- Groundwater Allowance Account
- Arizona Water Banking Authority
- CAP, Upper Basin & Lower Basin Entities Taking Steps to Save Water and Reduce Deliveries From Lake Mead

Oro Valley - What Has Been Done

- Protecting and Preserving Our Groundwater
- In 2005 - Used Over 10,000 AF of Groundwater
- In 2014 - Used 5,612 AF of Groundwater
- Reclaimed and CAP Water Reduced Groundwater Use
- Customers are Conserving Water
- In 2014 - Less Water Level Declines

Future Cap Water Deliveries

- Additional 4,131 Service Units Within Current Water Service Area
- Deliver an Additional 1,500 AF of CAP Water
- Meet Projected Demands of Existing Water Service Area for Buildout
- Infrastructure Improvement Plan
- Growth Pays for Itself

Long Term Planning

- Future Growth
- Additional 1,300 AF of CAP Water Available
- Need to Plan for Longer Term for Delivery
- Approximately 3,800 Service Units
- Water Available Through Central Arizona Groundwater Replenishment District
- Potential to Partner with Metro Water

Discussion ensued amongst Council and Mr. Saletta regarding the Town's current water supply and future water supply needs and sustainability.

Mayor Hiremath recessed the meeting at 8:22 p.m.

Mayor Hiremath reconvened the meeting at 8:27 p.m.

3. DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF TO RE-EVALUATE GOLF REVENUE PROJECTIONS BASED ON RECENTLY RELEASED HILTON NUMBERS

Councilmember Burns and Councilmember Zinkin presented item #3.

Discussion ensued amongst Council and staff regarding the Community Center golf revenue projections.

MOTION: A motion was made by Councilmember Garner and seconded by Councilmember Zinkin to direct staff to look at re-evaluating the golf course financials as discussed.

MOTION failed, 3-4 with Mayor Hiremath, Vice Mayor Waters, Councilmember Hornat, and Councilmember Snider opposed.

FUTURE AGENDA ITEMS

Councilmember Zinkin requested a future agenda item for discussion and possible action to develop an ordinance eliminating engine breaking within Town limits, seconded by Councilmember Burns.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

MOTION: A motion was made by Vice Mayor Waters and seconded by Councilmember Burns to adjourn the meeting at 8:49 p.m.

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 7th day of October, 2015. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2015.

Julie K. Bower, MMC
Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 10/21/2015

Requested by: Stacey Lemos

Submitted By: Stacey Lemos, Finance

Department: Finance

Information

SUBJECT:

Resolution No. (R)15-66, authorizing the execution and delivery of an agreement, a trust agreement, a placement agent agreement and an obligation purchase agreement; approving the sale, execution and delivery of excise tax revenue refunding obligations, series 2015, evidencing a proportionate interest of the owners thereof in an agreement between the Town of Oro Valley, Arizona and a trustee; authorizing and ratifying the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and declaring an emergency

RECOMMENDATION:

Staff recommends approval. In addition, since a portion of the debt service on the Series 2005 obligations is paid by the Water Utility, the Oro Valley Water Utility Commission reviewed and unanimously recommended approval of the proposed refunding at their October 12, 2015 regular meeting.

EXECUTIVE SUMMARY:

As a result of prevailing low interest rates in the municipal bond and private placement markets, this agenda item requests Council's approval for a refunding of the Town's Series 2005 Excise Tax Revenue Obligations. These obligations were originally issued in 2005 in the amount of \$6,215,000 to fund the purchase of the Municipal Operations Center land near the intersection of Rancho Vistoso Blvd. and Innovation Park Drive, consisting of 23.7 acres, and for the development of a municipal services center thereon.

BACKGROUND OR DETAILED INFORMATION:

The current outstanding principal balance of the Series 2005 obligations is \$3,715,000. The average interest rate on these obligations is approximately 4.10% compared to an estimated average rate for the new refunding issue of approximately 2.25%, which is subject to change based on market conditions and the bid results as outlined below.

Based on current assumptions, the proposed refunding would result in net present value savings to the Town of approximately \$262,000. Typically, when the present value savings as a percent of the bonds to be refunded equals three percent (3%) or more, cities and towns will positively consider a refunding transaction based on this minimum threshold. The present value savings as a percent of the Series 2005 obligations to be refunded for this proposed refunding transaction is 7.06%, and therefore results in an efficient refunding opportunity for the Town. The proposed debt service schedule on the new bonds is structured to capture the savings in the first year, FY 2016/17.

The maturity date of the proposed new refunding obligations is 2025, which is the same as the existing obligations, so it does not extend the annual debt service payments.

The Town will follow a private placement method for issuing the new refunding obligations. This method involves the firm of Stifel, Nicolaus & Company serving as the placement agent on behalf of the Town. In this capacity, Stifel will solicit competitive bids from banks and financial institutions using the term sheet attached to this communication and will work with staff to award the purchase to the institution that bids the most advantageous interest rates. The Town and Stifel have been successful using the private placement method in the past, most recently in 2013 with the issuance of the Series 2013 Excise Tax Revenue Refunding Obligations at a 1.45% rate. This type of financing also results in lower costs of issuance to the Town since there is no need to prepare an official statement or solicit a bond rating.

Attached to this communication are the following standard documents supporting the issuance of the refunding obligations:

- Trust Agreement
- Obligation Purchase Agreement
- Agreement with Trustee for Redemption of Series 2005 Excise Tax Obligations ("Agreement")
- Placement Agent Agreement
- Request for Private Financing Proposals Term Sheet
- Financing Calendar

The anticipated closing date for the refunding is tentatively scheduled for November 2, 2015. Mr. Mark Reader, with Stifel, Nicolaus & Company, and a representative from the Town's bond counsel, Gust Rosenfeld, will be present at this evening's Council meeting to answer any questions which might arise.

FISCAL IMPACT:

The proposed refunding will refinance existing Series 2005 Excise Tax Revenue Obligations carrying a current average interest rate of 4.10% with a new refunding issue at an average interest rate of approximately 2.25%, which is subject to change based on market conditions and bids received. Based on current assumptions, the proposed refunding would result in net present value savings of approximately \$262,000. Based on the proportionate use of the Municipal Operations Center site by various departments, the annual debt service payments are split 17% to the General Fund, 33% to the Water Utility Fund and 50% to the Highway Fund. Based on this allocation, it is anticipated that FY 2016/17 debt service savings will be approximately \$45,000 in the General Fund, \$86,000 in the Water Utility Fund and \$131,000 in the Highway Fund.

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)15-66.

Attachments

(R)15-66 ET Rev Rfg Oblig
Trust Agreement
Obligation Purchase Agmnt
Redemption Agmt with Trustee
Placement Agent Agmt
Term Sheet
Financing Calendar

RESOLUTION NO. (R)15-66

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT, A PLACEMENT AGENT AGREEMENT AND AN OBLIGATION PURCHASE AGREEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2015, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE TOWN OF ORO VALLEY, ARIZONA AND A TRUSTEE; AUTHORIZING AND RATIFYING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND DECLARING AN EMERGENCY

WHEREAS, the Town of Oro Valley, Arizona (the “Town”) has outstanding its Excise Tax Revenue Obligations, Series 2005 (the “Series 2005 Obligations”); and

WHEREAS, the Series 2005 Obligations were executed and delivered by the Town pursuant to a Trust Agreement dated as of September 1, 2005, by and between the Town and The Bank of New York Trust Company, N.A., to finance the acquisition of certain real property and the construction and installation of improvements thereto; and

WHEREAS, the Town now desires to refinance and prepay certain payments due relating to the Series 2005 Obligations and to defease the outstanding portion of the Series 2005 Obligations (the “Obligations Being Refunded”) in advance of maturity through the issuance of not to exceed \$3,825,000 Excise Tax Revenue Refunding Obligations, Series 2015, to be dated no earlier than November 1, 2015 (the “Obligations”). The Obligations will be issued pursuant to a Trust Agreement, dated no earlier than November 1, 2015 (the “Trust Agreement”) between a trustee to be selected by the Town Manager or his designee or the Finance Director or her designee (the “Trustee”) and the Town, evidencing a proportionate interest of the owners of the Obligations in payments made by the Town pursuant to an Agreement, dated no earlier than November 1, 2015 (the “Agreement”), between the Trustee and the Town; and

WHEREAS, the proceeds of the Obligations will be deposited with the Trustee and used to prepay and defease the Obligations Being Refunded in advance of maturity, and to pay the delivery costs of the Obligations; and

WHEREAS, Stifel, Nicolaus & Company, Incorporated, acting in accordance with the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-007-1213, will serve as placement agent (the “Placement Agent”) with respect to the Obligations and the Town will enter into a Placement Agent Agreement with the Placement Agent (the “Placement Agreement”) in substantially the form now on file with the Town; and

WHEREAS, with the aid of the Placement Agent, the Town will receive a proposal for the purchase of the Obligations from one or more financial institutions and the Finance Director, or her designee, may award the Obligations for purchase to one or more financial institutions (the “Original Purchaser”) on such terms that are consistent with this

resolution and such other terms as may hereafter be approved by the Finance Director, or her designee; and

WHEREAS, by this resolution the Town will approve an Obligation Purchase Agreement in substantially the form now on file and order the Obligation Purchase Agreement to be completed with the final terms of the Obligations and entered into between the Town and the Original Purchaser when the final terms have been determined for the sale of the Obligations to the Original Purchaser (as completed, the “Obligation Purchase Agreement”); and

WHEREAS, the Original Purchaser will execute an investor letter in form and substance satisfactory to the Finance Director; and

WHEREAS, the Town Clerk has presented to the Mayor and Town Council of the Town (the “Council”) at this meeting the proposed forms of:

- (i) the Agreement;
- (ii) the Trust Agreement;
- (iii) the proposal to purchase the Obligations in the form of an Obligation Purchase Agreement; and
- (iv) the Placement Agreement.

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

Section 1. Determination of Need. It is hereby found and determined that prepaying and defeasing the Obligations Being Refunded in advance of maturity pursuant to the terms of the Agreement, the Trust Agreement, the Placement Agreement and the Obligation Purchase Agreement is in the best interest of and in furtherance of the purposes of the Town and in the public interest.

Section 2. Terms of Obligations. The Town hereby approves the execution and delivery of the Obligations, as hereinafter described, by the Trustee. The Obligations shall be executed in the aggregate principal amount of not to exceed \$3,825,000. The Obligations shall be in the denomination of \$1,000 of principal amount or any integral multiples thereof, shall be dated the date of their initial execution and delivery, and shall bear interest from such date payable on January 1 and July 1 of each year, commencing January 1, 2016, and shall be fully registered without coupons as provided in the Trust Agreement. The Obligations shall bear interest at the rates per annum set forth in the Obligation Purchase Agreement but in no event shall the average net interest cost of the Obligations exceed 3.00%. The Obligations shall mature on July 1 in any or all of the years no earlier than 2016 and no later than 2025.

The forms, terms, interest rates, maturity dates, maturity amounts and provisions of the Obligations and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement.

The Obligations may not be transferred unless (i) to a transferee that is a Qualified Investor and provides the Trustee with a completed Certificate of Qualified Investor and (ii) the Qualified Investor agrees to comply with all applicable federal and state securities laws. For the purposes of the Obligations, “Qualified Investor” means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified Investor.

Section 3. Authorize Final Approval. The Mayor, any Council Member, the Town Manager or Finance Director is each authorized to approve the final interest rates, maturity dates, maturity amounts, purchase price and redemption provisions and cause the same to be set forth in the documents. The form, terms and provisions of the Agreement, the Trust Agreement, the Placement Agreement and the Obligation Purchase Agreement in substantially the form of such documents (including the exhibits thereto) presented at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Mayor, any Council Member, the Town Manager or Finance Director, the execution of such document being conclusive evidence of such approval. The Mayor, any Council Member, the Town Manager or Finance Director and the Town Clerk are hereby authorized and directed to execute and deliver, where applicable, or approve the Agreement, the Trust Agreement, the Placement Agreement and the Obligation Purchase Agreement and to take all action to carry out and comply with the terms of such documents.

Section 4. Selection of Trustee; Trustee Action. The Town Manager or his designee or the Finance Director or her designee shall select a bank or trust company to act as Trustee. The Town hereby requests the Trustee so selected to take any and all action necessary in connection with the execution and delivery of the Agreement, the Trust Agreement, the Placement Agreement, the Obligation Purchase Agreement and the sale, execution and delivery of the Obligations.

Section 5. Pledge of Excise Taxes. Pursuant to the Agreement and the Trust Agreement, the Town shall pledge all its unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, fines, bed and rental taxes and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose (“Excise Taxes”) to the payments and other amounts to come due under the Agreement and the Trust Agreement. Revenues generated by the Town from development impact fees will not be deemed Excise Taxes for purposes of the Agreement and Trust Agreement. Revenues received by the Town from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of the Agreement and the Trust Agreement. Pursuant to Ordinance No. (O)14-17, the Town imposed an additional 0.5% transaction privilege tax to fund the needs of the Town's Community and Recreation Center. The revenues generated by the additional 0.5% transaction privilege tax will not be deemed Excise Taxes for purposes of the Agreement and Trust Agreement. The Town’s obligation to make any payments under the Agreement or the Trust Agreement does not constitute an obligation of the Town or the State of Arizona, or any of its political subdivisions, for which the Town or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of ad

valorem property taxation nor does the obligation to make any payments under the Agreement or the Trust Agreement constitute an indebtedness of the Town or of the State of Arizona or any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise. The pledge will be on a parity with certain outstanding pledges of such Excise Taxes as described in the Trust Agreement.

Section 6. Town to Maintain Coverage of Two Times Debt Service.

Pursuant to the Agreement, the Town will covenant and agree that the Excise Taxes which it presently imposes will continue to be imposed in each fiscal year so that the amount of Excise Taxes, all within and for the next preceding fiscal year of Town, shall be equal to at least two (2) times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable under the Agreement, and under any Outstanding Parity Obligations (as defined in the Trust Agreement), for the current Bond Year (as defined in the Trust Agreement). The Town will further covenant and agree that if such receipts for any such fiscal year shall not equal at least two (2) times such Annual Debt Service Requirement for such Bond Year, or if at any time it appears that the current fiscal year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, the Town will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current fiscal year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (ii) the then current fiscal year's receipts will be equal to at least two (2) times the next succeeding Bond Year's Annual Debt Service Requirement.

Section 7. Resolution Irrepealable.

After any of the Obligations are delivered by the Trustee to the Original Purchaser thereof upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 8. Ratification of Prior Actions; Execution of Documents and Other Proceedings. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the sale, execution and delivery of the Obligations as contemplated by this resolution and the Trust Agreement, Agreement, Placement Agreement and Obligation Purchase Agreement whether heretofore or hereafter taken are hereby ratified, confirmed and approved.

The Mayor and the Town Clerk and the officers of the Town, on behalf of the Town, and the Trustee are each hereby authorized and directed, without further order of the Council, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this resolution.

The Council hereby authorizes the Town Manager, or his or her designee, and Finance Director, or his or her designee, to represent and act for the Town in all matters pertaining to the Town's tax-exempt obligations, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities and Exchange Commission and other governmental entities requests, reporting requirements and post issuance compliance policies and matters.

Section 9. Qualified Tax-Exempt Obligations. In the event the Obligations qualify as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), the Mayor and the Finance Director, or their designees, are each hereby authorized and directed, without further order of the Council, to execute and deliver a certification as part of the closing certificates, that it is reasonably anticipated that the aggregate amount of qualified tax-exempt obligations (as defined in Section 265(b)(3)(B) of the Code) which will be issued for or by the Town in the current calendar year will not exceed \$10,000,000.

Section 10. Severability. If any section, paragraph, clause or phrase of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this resolution.

Section 11. Waiver of Inconsistency. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 12. Timely Delivery. The immediate need for the proceeds of the Obligations to satisfy the Town’s obligations regarding timely payment of the payments due under the Agreement, the prepayment and defeasance of the Obligations Being Refunded in advance of maturity, the exigencies of the municipal bond market, and the need for an early closing to secure the most favorable interest rates on the Obligations require that the Obligations be issued and delivered as soon as possible.

Section 13. Emergency. Therefore, the immediate effectiveness of this resolution is necessary for the preservation of the peace, health and safety of the Town, an emergency is declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 21st day of October, 2015.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C.

Special Counsel

I hereby certify that the above and foregoing Resolution No. (R)15-66 was duly passed by the Mayor and Town Council of the Town of Oro Valley, Arizona, at a regular meeting held on October 21, 2015, and that a quorum was present thereat.

Julie K. Bower, Town Clerk

TRUST AGREEMENT

by and between

_____,
as Trustee

and

TOWN OF ORO VALLEY, ARIZONA

Dated as of _____ 1, 2015

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TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of _____ 1, 2015 (the “Trust Agreement”), by and between _____, a national banking association, as trustee (the “Trustee”), and **TOWN OF ORO VALLEY, ARIZONA**, a municipal corporation organized under the laws of the State of Arizona (the “Town”);

WITNESSETH:

WHEREAS, pursuant to a Trust Agreement dated as of September 1, 2005 (the “2005 Trust Agreement”) by and between the Town and The Bank of New York Trust Company, N.A., as Trustee (the “2005 Trustee”), there are outstanding \$3,715,000 of the Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2005 (the “Series 2005 Obligations”), representing participating interests in payments to be made by the Town to the 2005 Trustee pursuant to a Purchase Agreement dated as of September 1, 2005 (the “2005 Purchase Agreement”) by and between the Town and the 2005 Trustee; and

WHEREAS, the Series 2005 Obligations were executed and delivered to finance the acquisition of certain real property and the construction and installation of improvements thereto; and

WHEREAS, the Town desires to refinance and prepay certain payments due pursuant to the 2005 Purchase Agreement and to redeem in advance of maturity the July 1, 2016 through and including the July 1, 2025 maturities of the Series 2005 Obligations (collectively the “Obligations Being Refunded”); and

WHEREAS, for the purpose of refinancing and prepaying certain payments due pursuant to the 2005 Purchase Agreement and paying costs associated therewith, the Town has heretofore agreed to make certain payments (the “Payments”) to the Trustee and the Trustee has agreed to provide for the redemption in advance of maturity of the Obligations Being Refunded pursuant to an Agreement, dated as of _____ 1, 2015 (the “Agreement”), by and between the Town and the Trustee; and

WHEREAS, the Town has pledged certain revenues (the “Excise Taxes” as defined herein) to the payment of the Payments due under the Agreement; and

WHEREAS, the Town and the Trustee will enter into this Trust Agreement to, among other things, facilitate administration of the defeasance and redemption of the Obligations Being Refunded; and

WHEREAS, for the purpose of obtaining money to be deposited with the Trustee to defease and redeem the Obligations Being Refunded, the Trustee has agreed, at the Town's direction, to execute and deliver the Excise Tax Revenue Refunding Obligations, Series 2015 (Bank Qualified) (the “Obligations”), each evidencing a proportionate interest in the Payments made by the Town under the Agreement, in exchange for the moneys required herein to be deposited to defease and redeem the Obligations Being Refunded;

NOW, THEREFORE, in consideration for the Obligations executed and delivered and Outstanding (as hereinafter defined) under this Trust Agreement, the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Obligations by the Owners (as hereinafter defined), and to secure the payment of the principal thereof and interest components relating to the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Agreement and herein, the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate:

A. All right, title and interest of the Trustee, in and to the Agreement, the Payments and any other amounts payable by the Town under the Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) to bring acts and proceedings thereunder or for the enforcement of such rights, and (iii) to do any and all other things which the Trustee is or may become entitled to do thereunder.

B. Except as otherwise provided herein, all right, title and interest of the Trustee in and to amounts on deposit from time to time in the funds and accounts created pursuant hereto, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein.

C. All right, title and interest of the Trustee to enforce the Agreement and receive payment from Excise Taxes of amounts due under the Agreement.

D. All rights declared in trust by the Trustee shall be administered by the Trustee according to the provisions hereof and for the equal and proportionate benefit of the Owners of Obligations.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance hereof, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the Town, its successors and assigns, under the Agreement.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding; and conditioned, however, that if the Town shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, then and in such event, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Trust Agreement, have the meanings herein specified.

“Agreement” means the Agreement, dated as of _____ 1, 2015, by and between the Town and the Trustee, together with any duly authorized and executed amendment thereto.

“Annual Current Principal Requirement” means for any Bond Year the amount of principal coming due during such Bond Year on Obligations or Parity Obligations.

“Annual Debt Service Requirement” means for any Bond Year the aggregate of the Annual Mandatory Sinking Fund Redemption Requirement plus the Annual Current Principal Requirement for that Bond Year and the amount required to be deposited to pay interest on any Parity Obligations or Obligations in that Bond Year. For the purpose of compliance with the requirements of Section 6.4 of this Trust Agreement with respect to the proposed issuance of additional Parity Obligations, such proposed Parity Obligations shall be treated as Outstanding for the determination of Annual Debt Service Requirement. For the computation of Annual Debt Service Requirement, (i) Variable Rate Indebtedness shall be treated as bearing interest at the Assumed Interest Rate, (ii) debt service on Credit Enhanced Indebtedness shall be deemed to include any periodic fees payable to the issuer of any liquidity or credit facility as a condition to such issuer’s commitment to purchase such obligations upon tender or to provide moneys necessary for payment of principal of and interest on such obligations when due, and (iii) debt service on Credit Enhanced Indebtedness shall not be based upon the terms of any reimbursement obligation to the issuer of any liquidity or credit facility except to the extent and for periods during which payments are required to be made pursuant to such reimbursement obligation as a result of the issuer’s unreimbursed advances of funds thereunder.

“Annual Mandatory Sinking Fund Redemption Requirement” means the amount of moneys or investments of equivalent value required to be paid in any Bond Year for the payment of, and equal to, the principal amount of Parity Obligations or Obligations, subject to mandatory sinking fund redemption during such Bond Year.

“A.R.S.” means Arizona Revised Statutes, as amended.

“Assumed Interest Rate” means, with respect to Variable Rate Indebtedness, the maximum rate applicable to the Variable Rate Indebtedness in question.

“Bond Year” means, with respect to the Obligations, initially the period from the date of the Obligations to July 1, 20__ and thereafter the one-year period commencing each July 2 and ending on the next forthcoming July 1.

“Business Day” means a day of the year other than Saturday, Sunday or a day on which banks in the State of Arizona are authorized by law or executive order to close or on which the New York Stock Exchange is closed.

“Closing Date” means with respect to any series of Obligations the day when such Obligations, duly executed by the Trustee, are delivered to the original purchaser thereof.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Computation Date” means the first Business Day in June or December of each year.

“Credit Enhanced Indebtedness” means (i) any series of Parity Obligations payment when due of the principal of and interest on which is fully secured by an irrevocable letter of credit, surety bond, insurance policy or other credit facility or arrangement pursuant to which the Town is obligated to reimburse the issuer thereof for advances made thereunder to pay such principal or interest, or (ii) any series of Parity Obligations, a feature of which is an option on the part of the owners thereof to tender, or a requirement that such owners tender, all or a portion of such Parity Obligations to the Town, or a trustee or other fiduciary for such owners, or another party, for payment of a purchase price or similar payment prior to their specified maturity or due date, if and to the extent that a party other than the Town has undertaken to provide the moneys necessary for such payment, or (iii) the Obligations.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the Town or the Trustee relating to the execution, sale and delivery of the Agreement, this Trust Agreement, the Obligations, or any Parity Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Obligations or Parity Obligations, and charges and fees in connection with the foregoing.

“Delivery Costs Fund” means the fund by that name established pursuant to Article III hereof and held by the Trustee.

“Depository Trustee” means any bank or trust company, which may include the Trustee, meeting the requirements of, and designated to act as, Depository Trustee pursuant to Section 13.1 of this Trust Agreement.

“Event of Default” means an event of default under the Agreement, as defined in Section 10 thereof.

“Excise Taxes” means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, fines, bed and rental taxes, and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose. Revenues generated by the Town from development impact fees

will not be deemed Excise Taxes for purposes of this Trust Agreement and the Agreement. Revenues received by the Town from vehicle license taxes charged by the State will not be deemed Excise Taxes for purposes of this Trust Agreement and the Agreement. Pursuant to Ordinance No. (O)14-17, the Town imposed an additional 0.5% transaction privilege tax to fund the needs of the Town's Community and Recreation Center. The revenues generated by the additional 0.5% transaction privilege tax will not be deemed Excise Taxes for purposes of this Trust Agreement and the Agreement. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Agreement.

“Existing Parity Obligations” means Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2007 (\$17,810,000 principal amount issued, \$15,380,000 outstanding); Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2010 (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment) (\$2,445,000 principal amount issued, \$1,780,000 outstanding); Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2012 (\$2,580,000 principal amount issued, \$2,180,000 outstanding); and Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2013 (\$6,355,000 principal amount issued, \$3,960,000 outstanding).

“Fiscal Year” means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the Town, and the Excise Taxes shall be accounted for on that basis.

“Fitch” means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by written notice to the Trustee.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Town or the Trustee.

“Interest Payment Date” means each of the dates specified in Section 2.4 hereof on which interest is due and payable with respect to the Obligations.

“Maximum Annual Debt Service Requirement” means the greatest Annual Debt Service Requirement required to be paid in any Bond Year ending then or thereafter on or under the Outstanding Parity Obligations and Obligations.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by written notice to the Trustee.

“Obligations” means the \$_____ aggregate principal amount of Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2015 (Bank Qualified), to be executed and delivered pursuant hereto.

“Obligations Being Refunded” means the outstanding portion of the Series 2005 Obligations.

“Original Purchaser” means _____, as original purchaser of the Obligations.

“Outstanding”, when used as of any particular time with respect to Obligations, means (subject to the provisions of Section 9.3 hereof) all Obligations theretofore executed and delivered by the Trustee hereunder except:

(1) Obligations theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Obligations for the payment or redemption of which funds or noncallable United States Obligations in the necessary amount shall have theretofore been deposited with a Depository Trustee (whether upon or prior to the maturity or redemption date of such Obligations, provided that, if such Obligations are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Section 4.4 hereof or provision satisfactory to the Trustee shall have been made for the giving of such notice); and

(3) Obligations in lieu of or in exchange for which other Obligations shall have been executed and delivered by the Trustee pursuant to Section 2.9 hereof.

When used as of any particular time with respect to Parity Obligations, Outstanding means all such Parity Obligations theretofore executed and delivered under the applicable authorizing document except: those which have been cancelled or surrendered for cancellation; those for which payment or redemption has been irrevocably provided for with funds or noncallable United States Obligations in the necessary amount and all other actions have been taken as required under the authorizing documents for the payment thereof; and those in lieu of or in exchange for which other Parity Obligations shall have been executed and delivered pursuant to the authorizing documents.

“Owner” or any similar term, when used with respect to a Parity Obligation or Obligation means the person in whose name such Parity Obligations or Obligation shall be registered.

“Parity Obligations” means and includes the Existing Parity Obligations and any bonds, lease-purchase agreements, purchase agreements or other obligations authorized on a parity with the Obligations as to their lien on Excise Taxes in accordance with the terms and conditions of Section 6.4 hereof.

“Payment Date” means any date on which a Payment is due from the Town pursuant to the Agreement.

“Payment Fund” means the fund by that name established and held by the Trustee pursuant to Article V hereof.

“Payments” means all payments required to be paid by the Town on any date pursuant to Section 1 of the Agreement and as set forth in Exhibit A to the Agreement.

“Permitted Investments” means any of the following, if and to the extent the same are at the time legal for the investment of the Town’s money:

A. For all purposes, including defeasance investments in refunding escrow accounts:

- (1) Cash (insured at all times by the Federal Deposit Insurance Corporation),
- (2) Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

- U.S. Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

B. For all purposes other than defeasance investments in refunding escrow accounts:

- (1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- U.S. Maritime Administration
- Small Business Administration
- U.S. Department of Housing & Urban Development (PHAs)
- Federal Housing Administration

- Federal Financing Bank

(2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies

(3) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(4) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(5) Investments in a money market mutual fund rated "AAAm" or "AAAm-G" or better by S&P or Moody's, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Trust Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Trust Agreement may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice;

(a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow

is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(7) Municipal Obligations rated “Aaa/AAA” or general obligations of States with a rating of “A2/A” or higher by both Moody’s and S&P;

“Qualified Investor” means a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes the Certificate of Qualified Investor.

“Record Date” means the close of business of the Trustee on the fifteenth day of the month preceding an Interest Payment Date.

“Registrar” means the Trustee.

“Reserve Fund” means the fund of that name established and, if funded, held by the Trustee pursuant to Article V hereof for the Obligations and all Parity Obligations (other than those for which a separate reserve fund is established or for which no reserve fund is required).

“Reserve Fund Guarantor” shall mean the issuer of the Reserve Fund Guaranty.

“Reserve Fund Guaranty” shall mean a letter of credit, surety bond or similar arrangement representing the irrevocable obligation of the Reserve Fund Guarantor to pay to the Trustee upon request made by the Trustee up to an amount stated therein for application as provided in Section 5.8 hereof.

“Reserve Fund Guaranty Agreement” shall mean the reimbursement agreement, loan agreement or similar agreement between the Town and a Reserve Fund Guarantor with respect to repayment of amounts advanced under the Reserve Fund Guaranty.

“Reserve Fund Guaranty Coverage” shall mean the amount available at any particular time to be paid to the Trustee under the terms of the Reserve Fund Guaranty.

“Reserve Fund Requirement” means, if the Reserve Fund is required to be funded, an amount equal to the least of (1) ten percent (10%) of the stated principal amount of the then Outstanding Obligations, provided, however, that the incremental increase of the Reserve Fund Requirement with respect to an issue of Parity Obligations does not exceed ten percent (10%) of the stated principal amount of such issue, (2) the Maximum Annual Debt Service Requirement or (3) one hundred twenty-five percent (125%) of the average Annual Debt Service Requirement. During the 5-year build up of the Reserve Fund, if funding of the Reserve Fund is required, the Reserve Fund Requirement on any date shall be that portion of the Reserve Fund Requirement which was required to have been deposited by such date. If the Reserve Fund is not required to be funded, the Reserve Fund Requirement is \$0.00.

“Reserve Fund Value” means the aggregate of the Reserve Fund Guaranty Coverage and the value of moneys and investments credited to the Reserve Fund, the value of investments to be the Value at Market.

“Series 2005 Obligations” means the \$6,215,000 aggregate principal amount of Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2005, dated September 29, 2005, issued pursuant to the 2005 Trust Agreement and representing participating interests in the 2005 Purchase Agreement.

“S&P” means Standard & Poor’s Financial Services LLC, a division of The McGraw-Hill Financial Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

“State” means the State of Arizona.

“Term of the Agreement” means the time during which the Agreement is in effect, as provided in Section 1 of the Agreement.

“Town” means the Town of Oro Valley, Arizona, a municipal corporation and a political subdivision of the State of Arizona.

“Town Representative” means the Town Manager, the Assistant Town Manager or the Finance Director or any other person authorized by the Town Manager or the Council of the Town to act on behalf of the Town with respect to this Trust Agreement.

“Trust Agreement” means this Trust Agreement, together with any amendments or supplements hereto permitted to be made hereunder.

“2005 Purchase Agreement” means the Purchase Agreement dated as of September 1, 2005, by and between the Town and The Bank of New York Trust Company, N.A., as seller.

“2005 Trust Agreement” means the Trust Agreement dated as of September 1, 2005, by and between the Town and The Bank of New York Trust Company, N.A., as trustee.

“Trustee” means _____, or any successor thereto acting as Trustee pursuant to this Trust Agreement and in its capacity as Trustee under the Agreement.

“United States Obligations” means any bonds or other obligations which are direct obligations of or fully guaranteed as to timely payment of principal, interest and any premium by the United States of America (including Refcorp Strips).

“Value at Market” or “Market Value” means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication

having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

“*Variable Rate Indebtedness*” means any series of Parity Obligations the rate of interest on which is not established at the time of issuance as one or more numerical rates applicable throughout the term thereof or for specified periods during the term thereof, such that at the time of issuance or at the time of any calculation with respect thereto the numerical rate of interest which will be in effect during all remaining portions of the term thereof cannot be determined.

Section 1.2. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

ARTICLE II

EXCISE TAX REVENUE REFUNDING OBLIGATIONS

Section 2.1. Authorization of the Obligations.

(a) The Trustee is hereby authorized and directed to execute and deliver to the Original Purchaser, Obligations in an aggregate principal amount of \$ _____ evidencing proportionate ownership interests in the Payments made by the Town under the Agreement.

(b) The Trustee shall not at any time while the Obligations are Outstanding execute additional bonds or obligations payable from the Payments. The Obligations shall in no event be deemed an obligation or debt of the Trustee.

Section 2.2. Date. Each Obligation shall be dated _____, 2015, and interest with respect thereto shall be payable from such date, or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. Maturities and Interest Rates. The Obligations shall be in the denomination of \$5,000 or any integral multiple thereof, except that no Obligation may have principal maturing in more than one year. The Obligations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Maturity Dates <u>(July 1)</u>	Principal <u>Amounts</u>	Interest <u>Rates</u>
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Section 2.4. Form of Obligations; Interest on Obligations. The Obligations shall be in fully registered certificated form.

Interest on the Obligations shall be payable semiannually on January 1 and July 1 of each year commencing _____ 1, 20__, to and including the date of maturity [or prior redemption, if applicable, whichever is earlier]. Said interest shall represent the portion of Payments designated as interest and coming due during the six-month period (or such shorter period from the date of the Obligations) preceding each Interest Payment Date with respect to the Obligations.

The proportionate share of the portion of Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year of twelve 30-day months).

Section 2.5. Form. The fully registered form of the Obligations and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A, attached hereto and incorporated herein. The Obligations may only be sold to a Qualified Investor.

Section 2.6. Execution. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any authorized representative whose signature appears on any Obligation ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the authorized representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the authorized representative of the Trustee although at the nominal date of such Obligation such person shall not have been such authorized representative of the Trustee. No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee upon any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. Reserved.

Section 2.8. Transfer and Exchange.

(a) **Transfer of Obligations.** Any maturity of an Obligation may be transferred only in whole and only to a “qualified investor,” which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached to the form of Obligation, attached as Exhibit 1 included in Exhibit A hereto, and who agrees to comply with all applicable federal and state securities laws. Any Obligation may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.12 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same series, maturity and interest rate and for a like aggregate principal amount.

(b) **Exchange of Obligations.** Obligations may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Obligations of authorized denominations of the same series, maturity and interest rate. In connection with any such exchange or transfer of Obligations, the Owner requesting such exchange or transfer shall, as

a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax, or other governmental charge required to be paid, other than one imposed by the Town, or any fee or expense of the Trustee or the Town with respect to such exchange or transfer.

Section 2.9. Obligations Mutilated, Lost, Destroyed or Stolen. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like tenor, series, maturity and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to, or upon the order of, the Obligation Owner. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Obligation Owner, shall execute and deliver a new Obligation of like tenor, series, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section 2.9 and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.9. Any Obligation executed and delivered under the provisions of this Section 2.9 in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section 2.9, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.10. Payment.

(a) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Interest Payment Date, such interest to be paid by wire transfer in immediately available funds to an account in the United States of America designated by the Owner; provided, however, that such Owner may alternatively request to be paid by check mailed by first class mail to such Owner at his address as it appears on such registration books. The principal with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the designated office of the Trustee.

Section 2.11. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or

by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) The fact of the ownership of Obligations by any person and the amount, the maturity and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.12 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.12. Obligation Register. The Trustee will keep or cause to be kept, at its designated office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours be open to inspection by the Town and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Obligations as hereinbefore provided.

Section 2.13. Payment of Unclaimed Amounts. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two (2) years (subject to applicable escheat law) from its payment date or any Obligation is not presented for payment of principal at the maturity, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The Trustee's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat law) following the date on which such interest or principal payment became due at which time the Trustee shall surrender such unclaimed funds so held to the Town, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the Town.

ARTICLE III

APPLICATION OF PROCEEDS; DELIVERY COSTS FUND

Section 3.1. Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligations shall forthwith be set aside by the Trustee in the following respective funds:

(1) The Trustee shall transfer \$_____ to the 2005 Trustee to prepay and defease the Obligations Being Refunded; and

(2) The Trustee shall deposit the amount of \$_____ to the Delivery Costs Fund.

Section 3.2. Establishment and Application of Delivery Costs Fund.

(a) The Trustee shall establish a special trust fund designated as the “Town of Oro Valley 2015 Delivery Costs Fund” (hereinafter referred to as the “Delivery Costs Fund”), shall keep such fund separate and apart from all other funds and moneys held by it, and shall administer such fund as provided in this Article III.

(b) Amounts in the Delivery Costs Fund shall be disbursed for Delivery Costs. Disbursements from the Delivery Costs Fund shall be made by the Trustee upon receipt of a certificate requesting disbursement executed or approved by the Town Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed.

(c) On the earlier of _____ 1, 20__, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a Town Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Delivery Costs Fund to the Payment Fund, and the Delivery Costs Fund shall be closed.

ARTICLE IV

REDEMPTION OF OBLIGATIONS

Section 4.1. [Optional Redemption]. The Obligations are not subject to redemption prior to their stated maturity.]

ARTICLE V

PAYMENTS; PAYMENT FUND; RESERVE FUND

Section 5.1. Trustee's Rights in Agreement. The Trustee under the Agreement holds in trust hereunder all of its rights and duties in the Agreement, including but not limited to all of the Trustee's rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Agreement or pursuant hereto. All Payments and such other amounts to which the Trustee may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder.

Section 5.2. Establishment of Payment Fund. The Trustee shall establish a special fund designated as the "Town of Oro Valley 2015 Payment Fund" (which shall also be known as the "Payment Fund"). All moneys at any time deposited by the Trustee in the Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Obligations. So long as any Obligations are Outstanding, the Town shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.3. Deposits. Subject to the provisions of Section 6.1 hereof, the Town shall make Payments as shown on Exhibit A to the Agreement, taking into account any moneys on deposit in the Payment Fund as a credit towards any portion of the Payment allocated to interest then due to be deposited in the Payment Fund. The Trustee, not less than ten Business Days prior to each Payment Date, shall notify the Town of the amount required to be paid after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith, on or before such Payment Date. All amounts received by the Trustee as Payments shall be deposited in the Payment Fund.

Section 5.4. Application of Moneys. All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest with respect to the Obligations as the same shall become due and payable, in accordance with the provisions of Article II hereof.

Section 5.5. Transfers of Investment Earnings to Payment Fund. Subject to Section 7.7 pertaining to arbitrage rebate, the Trustee shall, at least annually fifteen days prior to each July 1 Interest Payment Date, transfer any remaining income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.6. Surplus. Any surplus remaining in any of the funds created hereunder, after payment of all Obligations, including accrued interest, if any, and payment of any applicable fees to the Trustee, or provision for such payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the Town.

Section 5.7. Separate Funds and Accounts. Moneys and investments properly paid into and held in the funds and accounts established hereunder shall not be subject to the claims of the owners of any Parity Obligations, except to the extent applicable for the Reserve

Fund or moneys drawn on a Reserve Fund Guaranty, and the Owners of the Obligations shall have no claim or lien upon any moneys or investments properly paid into and held in the funds and accounts established under the proceedings for any Parity Obligations other than the Reserve Fund (unless a separate reserve fund is established) or moneys drawn on a Reserve Fund Guaranty (unless a separate reserve fund guaranty is obtained).

Section 5.8. Reserve Fund. The Trustee shall establish a special fund designated as the “Town of Oro Valley 2015 Reserve Fund” (which shall also be known as the “Reserve Fund”). So long as the aggregate amount of Excise Taxes herein pledged and received by or on behalf of the Town during the prior Fiscal Year is at least 250% of the highest aggregate Annual Debt Service Requirement for the current or any future Bond Year for the Obligations and all Parity Obligations, then the Town is not obligated to fund the Reserve Fund. If such Excise Taxes are less than 250% of such Annual Debt Service Requirement, the Town shall, in addition to the payments provided under the Agreement, pay to the Trustee for deposit into the Reserve Fund, on each Interest Payment Date, one-tenth of the Maximum Annual Debt Service Requirement on the Obligations and any Parity Obligation, except those for which a separate reserve fund is established or no reserve fund is required until the amount in the Reserve Fund equals the Reserve Fund Requirement. If at the close of any Fiscal Year, such Excise Taxes are less than 250% of such Annual Debt Service Requirement, the Town shall so notify the Trustee in writing.

The Reserve Fund shall be an integrated and indivisible common Reserve Fund established and required hereunder for the Obligations and all Parity Obligations except to the extent that the Town establishes a separate reserve fund for the Parity Obligations or no reserve fund is required for such Parity Obligations. Amounts in the Reserve Fund shall be available to be applied as provided herein.

Amounts in the Reserve Fund shall be drawn out by the Trustee and used to make payment of principal and interest on the Obligations, and on any Parity Obligations for which a separate reserve fund is not established, in the event that amounts in the Payment Fund or other funds held for payment of principal and interest on such Obligations or Parity Obligations are insufficient.

In the event that after funding the Reserve Fund the Reserve Fund Value is less than the Reserve Fund Requirement, the Town shall, in addition to the payments provided under the Agreement, immediately pay to the Trustee an amount sufficient to cause the Reserve Fund Value to equal the Reserve Fund Requirement.

In lieu of funding with cash payments, the Town may deliver to the Trustee a Reserve Fund Guaranty. The Trustee is authorized and directed to execute (if necessary), deliver and comply with all of the terms and conditions of any Reserve Fund Guaranty and Reserve Fund Guaranty Agreements and related restrictions or directions in connection with the Obligations and any Parity Obligations.

In connection with the issuance of any additional Parity Obligations, if the above conditions requiring the funding of the Reserve Fund have occurred and if the Town elects to fund the reserve fund with respect to such Parity Obligations, the Reserve Fund shall be funded in an

amount equal to the Reserve Fund Requirement which applies after the issuance of such Parity Obligations or the Town shall deliver to the Trustee a Reserve Fund Guaranty complying with the requirements of Section 5.9 hereof, or a combination of the foregoing. Notwithstanding the foregoing, the Town reserves the right to not require a reserve fund with respect to Parity Obligations or to establish a separate reserve fund for any or all issues of Parity Obligations which may, in lieu of the Reserve Fund created herein, be funded (if the above conditions for funding the Reserve Fund occur) with the Reserve Fund Requirement applicable to such issue or covered by a Reserve Fund Guaranty or a combination thereof, provided that amounts to be paid into any such separate reserve fund or to pay the Reserve Fund Guarantor, other than from proceeds of such issue, shall be made on a parity with payments into the Reserve Fund hereby established and shall not exceed, in any Bond Year, the proportionate deficit payment allocable to such separate reserve fund. For the purposes hereof, "proportionate deficit payment" means an amount which bears the same proportion to the deficit in a given separate reserve fund that the amount available to remedy deficits in the Reserve Fund and all separate reserve funds bears to the aggregate deficit or deficits in the Reserve Fund and all separate reserve funds.

With respect to the Obligations or any Parity Obligations with respect to which a Reserve Fund Guaranty is then in effect, if on the Business Day preceding any day on which Payments or other debt service is due on the Obligations or Parity Obligations there are not to the knowledge of the Trustee on deposit in the applicable payment fund and the Reserve Fund sufficient moneys to pay all Payments or debt service to become due on such date, the Trustee shall immediately notify the Reserve Fund Guarantor of such deficiency and shall do all things necessary under the terms of the Reserve Fund Guaranty to realize and receive on or before such date or as soon thereafter as is practicable moneys in the amount of such deficiency. All amounts received by the Trustee as payments under the Reserve Fund Guaranty shall be deposited to the Reserve Fund.

To the extent any moneys have been withdrawn from the Reserve Fund by the Trustee, no portion of the Excise Taxes shall be considered surplus revenues or available to the Town until such Excise Taxes, or other available moneys, have first been applied to the extent required to reimburse the Reserve Fund for any such withdrawal or to increase the Reserve Fund Value to the Reserve Fund Requirement. If a Reserve Fund Guaranty is in effect with respect to any obligations, reimbursements to the Reserve Fund for such obligations shall be applied, first, to the extent a Reserve Fund Guaranty Agreement so requires, to pay to the Reserve Fund Guarantor any amounts owed to it pursuant to the Reserve Fund Guaranty Agreement and then to the Reserve Fund.

If on any Computation Date, the Reserve Fund Value exceeds the Reserve Fund Requirement, such excess shall be transferred to the Payment Fund or other applicable payment fund in proportion to the amounts next to come due on the Obligations and any Parity Obligations for which a separate reserve fund is not established or for which no reserve fund is required except, with respect to the Obligations or any issue of Parity Obligations with respect to which a Reserve Fund Guaranty is in effect, as may otherwise be provided in the Reserve Fund Guaranty Agreement.

Any investment earnings allocated to the Reserve Fund after deduction of amounts to be set aside for rebate to the federal government pursuant to this Trust Agreement shall be used

first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the Reserve Fund Guaranty and any interest thereon and, to the extent not necessary for such purpose, shall be transferred by the Trustee to the Payment Fund or to any other payment fund for Outstanding Parity Obligations for which a separate reserve fund is not established.

Section 5.9. Reserve Fund Guaranty. If at any time the Town shall deliver to the Trustee (i) a Reserve Fund Guaranty, (ii) an opinion of Independent Counsel, as described in Section 11.4 hereof, stating that the delivery of such Reserve Fund Guaranty to the Trustee is authorized under this Trust Agreement and complies with the terms hereof and thereof, (iii) evidence that the Reserve Fund Guarantor is rated “AA” or better by S&P, and (iv) evidence satisfactory to the Trustee that Moody’s, if the Obligations are rated by Moody’s, or S&P, if the Obligations are rated by S&P, or Fitch, if the Obligations are rated by Fitch, or any combination of the foregoing, as applicable, has reviewed the proposed Reserve Fund Guaranty and that (x) the issuance of the Reserve Fund Guaranty to the Trustee and (y) if a Reserve Fund Guaranty is then in effect with respect to the Reserve Fund, the substitution of the proposed Reserve Fund Guaranty for the Reserve Fund Guaranty then in effect, will not, by itself, result in a reduction or withdrawal of its rating on the Obligations, and if such rating on the new Reserve Fund Guaranty shall be in effect on the date of such issuance and, if applicable, substitution, then the Trustee shall accept such Reserve Fund Guaranty and promptly surrender the previously held Reserve Fund Guaranty, if any, to the issuer thereof for cancellation. If a Reserve Fund Guarantor with a “AA” or better rating from S&P cannot be substituted, the Town shall fund the Reserve Fund with cash payments made to the Trustee in the amount of the Reserve Fund Requirement and such payments shall be made by the Town during the five-year build-up of the Reserve Fund.

ARTICLE VI

PLEDGE; LIEN; PARITY OBLIGATIONS

Section 6.1. Pledge. Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes, is irrevocably made and created by the Town pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as hereinafter specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes hereby pledged to the payment thereof, regardless of the issue of the Obligations in series, or the delivery of any of the Obligations prior to the delivery of any other of the Obligations of said series, or regardless of the time or times the Obligations mature. All of the Obligations are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor.

Section 6.2. Protection of Lien. The Trustee and the Town hereby agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof. The Trustee and the Town agree that no obligations the payment of which is secured by a superior or equal claim on or interest in property or revenues pledged hereunder will be issued by either except in lieu of, or upon transfer of registration or exchange of, any Obligation as provided herein and except for Parity Obligations.

Section 6.3. Existing Parity Pledge. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of the Excise Taxes to payments due on or with respect to the Existing Parity Obligations.

Section 6.4. Parity Obligations. The Town reserves the right to issue additional Parity Obligations payable from and secured by an equal lien on the Excise Taxes with the Obligations herein authorized and for the purpose or purposes as specified by law, but no such additional Parity Obligations shall be issued unless all of the following conditions are met:

(a) All deposits in the funds and accounts created under Article V hereof must be current.

(b) A certificate of the Finance Director of the Town or other officer acting as chief fiscal officer of the Town shall have been received and placed on file with the Trustee to evidence that all conditions precedent set forth in this Section 6.4 have been satisfied and the aggregate amount of Excise Taxes herein pledged and received by or on behalf of the Town during the Fiscal Year next preceding the date of issuance of any such additional Parity Obligations is at least equal to 200% of the highest aggregate Annual Debt Service Requirement (including such Parity Obligations) for the Obligations and any Parity Obligations for the Bond Years in which the Obligations or any Parity Obligations are Outstanding.

If the Town issues Parity Obligations to refund the Obligations or one or more series of other Parity Obligations by providing for payment of the amounts due thereon in advance of their maturity then, for purposes of this Trust Agreement, such refunded Obligations or Parity Obligations to the extent they will no longer be Outstanding after the refunding, will be treated as not Outstanding for the purpose of determining the Annual Debt Service Requirement.

(c) If the Parity Obligations proposed to be issued constitute Variable Rate Indebtedness, the proceedings authorizing the issuance of such Parity Obligations shall specify a maximum interest rate payable on such Parity Obligations.

(d) The obligation to make payments on the Parity Obligations from Excise Taxes shall not be subject to acceleration for any reason and such payments shall not be made immediately due and payable prior to their scheduled due date.

Parity Obligations may include any long term obligation or deferred payment for property including, without limitation, installment purchase or lease-purchase agreements. For the purpose of this Section 6.4, payments on installment purchase or lease-purchase agreements shall be deemed to include a principal component and an interest component and references in this Trust Agreement to the payment of principal, interest and premium shall include the payment of lease purchase or installment purchase payments. On or before the date of issuance of any Parity Obligations, the Town shall deliver to the Trustee in writing a description of the Parity Obligations, the dates and amounts due thereon and shall further provide the Trustee with a copy of the proceedings authorizing the Parity Obligations.

ARTICLE VII

MONEYS IN FUNDS; INVESTMENT; ARBITRAGE REBATE FUND

Section 7.1. Held in Trust. Except as otherwise provided herein, the moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Town, the Trustee or any Owner of Obligations.

Section 7.2. Investments Authorized. Upon written order of the Town Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee in Permitted Investments listed in Section 1.1 hereof. The Town Representative may by written order filed with the Trustee direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 7.2 and may invest in funds which are Permitted Investments to which the Trustee or any of its affiliates provide services as an investment advisor. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Amounts in the Payment Fund may be invested only in Permitted Investments which (i) are rated no lower than the underlying rating on the Obligations or (ii) secured by obligations which are so rated. Absent written direction of the Town, the Trustee shall invest moneys held under this Trust Agreement uninvested. Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories. The Trustee may rely on the investment directions of the Town as to both the suitability and legality of the directed investments. The Town acknowledges that regulations of the Comptroller of the Currency grant the Town the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the Town specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 7.3. Accounting. The Trustee shall furnish to the Town, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 7.2 hereof.

Section 7.4. Allocation of Earnings. Subject to Section 7.7 pertaining to arbitrage rebate, Section 5.5 pertaining to annual transfers to the Payment Fund and Section 5.8 pertaining to the Reserve Fund, any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

Section 7.5. Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell at the price obtainable, or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

Section 7.6. Arbitrage Covenant. The Town hereby covenants with the Owners of the Obligations that it will make no use of the proceeds of the Obligations or other moneys which would cause the obligations of the Town under the Agreement to be “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Code.

Section 7.7. Tax Covenants. In consideration of the acceptance and execution of the Agreement by the Trustee and the purchase by the Obligation holders, from time to time, and in consideration of retaining the exclusion of interest income from gross income on the Agreement and the Obligations for federal income tax purposes, the Town covenants with the Trustee and the Obligation holders from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in interest income on the Agreement or the Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the Agreement or such laws as they may be modified or amended.

The Town agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on the Agreement or the Obligations from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the Agreement; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the Agreement; and limiting the use of the proceeds of the Agreement and property financed thereby.

In the event the Town is required to rebate any earnings and profits from the investments of the Obligations, the Trustee shall establish a separate “Arbitrage Rebate Fund.” The Arbitrage Rebate Fund shall be held separate and apart from all other funds and accounts held by the Trustee. The Arbitrage Rebate Fund shall be funded with earnings and profits from the investment of the Obligation proceeds on an annual basis. The Town must compute, or engage professionals to compute, the exact amount of earnings which need to be deposited into the Arbitrage Rebate Fund no later than 30 days after each anniversary of the Obligation issuance unless and until advised by such professionals that further calculation of rebate amounts is not necessary.

No later than 60 days after each fifth anniversary of the Obligation issuance, upon receipt from the Town, the Trustee shall file a Form 8038-T completed by the Town and delivered

to the Trustee, and remit the payment required by Section 148(f)(3) of the Code, as directed by the Town with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255. Such payment shall be from moneys contained in the Arbitrage Rebate Fund. In addition, upon the redemption of the last Obligation of the issue, upon receipt from the Town, the Trustee shall file, within 60 days after the last redemption, a Form 8038-T completed by the Town and delivered to the Trustee and remit, as directed by the Town, the final payment as required by Section 148(f)(3) of the Code. In the event there is insufficient moneys in the Arbitrage Rebate Fund to make a payment when due, the Town shall pay to the Trustee from Excise Taxes or other money lawfully available therefor the amount necessary to provide the Trustee with an amount sufficient to make such payment when due.

ARTICLE VIII

THE TRUSTEE

Section 8.1. Appointment of Trustee. _____ is hereby appointed Trustee by the Town for the purpose of executing and delivering the Agreement and receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Town covenants that it will maintain as Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as any Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 8.1 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to redeem the Obligations when duly presented for payment at maturity and to cancel all Obligations upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Obligations paid and discharged.

Section 8.2. Liability of Trustee; Standard of Care. The recitals of facts, covenants and agreements herein and in the Obligations contained shall be taken as statements, covenants and agreements of the Town, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Trust Agreement or of the Obligations or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon them, respectively, including but not limited to the Trustee's obligations under Section 7.7 hereof. Prior to the occurrence of an Event of Default hereunder, or after the timely cure or waiver of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent indenture trustee would exercise under the circumstances in the conduct of the Trustee's corporate trust business.

Section 8.3. Merger or Consolidation. Any bank or company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such bank or company shall be eligible under Section 8.1 hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 8.4. Protection and Rights of the Trustee. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel, who may be counsel to the Town with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the Town Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the Town with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The recitals, statements and representations by the Town contained herein or in the Obligations shall be taken and construed as made by and on the part of the Town and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power hereunder or for anything whatever in connection with the funds established hereunder, except only for its own willful misconduct or negligence.

No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

The Trustee shall not be accountable for the use or application by the Town or any other party of any funds (including the proceeds of the Obligations) which the Trustee has released in accordance with the terms hereof.

The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

Notwithstanding any provision herein or in the Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 10(a)(1) of the Agreement, unless the Trustee has actual notice thereof or is specifically notified in writing of such default by the Town or the Owners of at least 25% in aggregate principal amount of the Obligations then Outstanding.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds established hereunder, except only for its own willful misconduct or negligence. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals distributed with respect to the issuance of these Obligations.

Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

In acting or omitting to act pursuant to the Agreement, and any other document executed in connection herewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement, including, but not limited to, this Article VIII and Section 11.3.

Section 8.5. Compensation of Trustee. The Town shall from time to time, as agreed upon between the Town and the Trustee, pay to the Trustee reasonable compensation for its services, and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder.

Section 8.6. Removal of Trustee. The Town (but only if no Event of Default has occurred and is continuing), or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, by written directive, at any time and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company authorized to do business in the State of Arizona, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by Federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 8.6, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice to the Town. Upon receiving such notice of resignation, the Town shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the Town does not appoint a successor trustee within 30 days following receipt of such notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the Town shall execute any documents reasonably required to affect the transfer of rights and obligations of the Trustee to the successor trustee. Upon such acceptance, the successor trustee shall mail notice thereof to the Obligation Owners at their respective addresses set forth on the Obligation registration books maintained pursuant to Section 2.12 hereof.

Notwithstanding the foregoing, in the event the Trustee merges or becomes consolidated with any other entity which resulting entity is otherwise qualified to be a successor trustee hereunder, such resulting entity shall assume all rights, obligations and duties of the Trustee hereunder and under the Agreement without the execution or filing of any papers or any further act on the part of either party hereto.

Section 8.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee hereunder and to hold title to property or to take any other action which may be desirable or necessary.

Section 8.8. Commingling. The Trustee may commingle any of the funds held by it pursuant hereto in a separate fund or funds for investment purposes only; provided, however, that all funds held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 8.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed hereunder, which shall be available for inspection by the Town, or any of their agents, at any time during regular business hours. The Trustee shall provide the Town Representative with semiannual reports of funds transactions and balances.

Section 8.10. Force Majeure. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources or energy, material or supplies in the open market, litigation or arbitration involving a party, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

Section 8.11. Facsimile Instruction. The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Town elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee’s understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Town agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

ARTICLE IX

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 9.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 9.3 hereof, shall have been filed with the Trustee. No such modification or amendment shall (i) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Obligation, or (ii) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Agreement without the express consent of the Owners of the Obligations, or (iii) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 9.2 hereof.

(b) This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee or the Town, (ii) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or (iii) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by the Opinion of Counsel delivered pursuant to Section 11.4 hereof. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

Section 9.2. Procedure for Amendment With Written Consent of Obligation Owners. This Trust Agreement and the Agreement may be amended by supplemental agreement as provided in this Section 9.2 in the event the consent of the Owners of the Obligations are required pursuant to Section 9.1 hereof. A copy of such supplemental agreement, together with a request to the Obligation Owners for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at his address as set forth on the Obligation registration books maintained pursuant to Section 2.12 hereof, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as in this Section 9.2 provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 9.3 hereof) and a notice shall have been mailed as hereinafter in this Section 9.2 provided. The

consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.11 hereof. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section 9.2 provided for has been mailed.

After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section 9.2 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60 day period.

Section 9.3. Disqualified Obligations. Obligations owned or held by or for the account of the Town or by any person directly or indirectly controlled by, or under direct or indirect common control with the Town (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for herein and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; except that in determining whether the Trustee shall be protected in relying upon any such vote, consent, waiver or other action of an Owner, only Obligations which the Trustee actually knows to be owned or held by or for the account of the Town or by any person directly or indirectly controlled by, or under direct or indirect common control with the Town (except any Obligations held in any pension or retirement fund) shall be disregarded unless all Obligations are so owned or held, in which case such Obligations shall be considered Outstanding for the purpose of such determination.

Section 9.4. Effect of Supplemental Agreement. From and after the time any supplemental agreement becomes effective pursuant to this Article IX, this Trust Agreement or the Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Agreement, as the case may be, for any and all purposes.

The Trustee may require each Obligation Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal whether the Obligations as to which such consent is given are disqualified as provided in Section 9.3 hereof.

Section 9.5. Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the principal office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 9.6. Amendatory Endorsement of Obligations. The provisions of this Article IX shall not prevent any Obligation Owner from accepting any amendment as to the particular Obligations held by him, provided that proper notation thereof is made on such Obligations.

ARTICLE X

COVENANTS; NOTICES

Section 10.1. Compliance With and Enforcement of Agreement. The Town covenants and agrees with the Owners of the Obligations to perform all obligations and duties imposed on it under the Agreement.

The Town will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default under the Agreement.

Section 10.2. Observance of Laws and Regulations. The Town will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Town, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 10.3. Prosecution and Defense of Suits. The Town shall promptly prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Obligation Owner harmless for, from and against all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

Section 10.4. Further Assurances. The Trustee (at the Town's written direction) and the Town will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Agreement, and for the better assuring and confirming unto the Owners of the Obligations the rights and benefits provided herein.

Section 10.5. Notification to the Town of Failure to Make Payments. The Trustee shall notify the Town of any failure by the Town to make any Payment or other payment required under the Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default hereunder or under the Agreement.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the Town. Except for the payment of Payments from Excise Taxes when due in accordance with the Agreement and the performance of the other covenants and agreements of the Town contained in the Agreement, the Town shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Obligations with respect to this Trust Agreement, or the terms, execution, delivery or transfer of the Obligations, or the distribution of Payments to the Owners by the Trustee.

Section 11.2. No Liability of the Town for Trustee Performance. The Town shall have no obligation or liability to any of the other parties or to the Owners of the Obligations with respect to the performance by the Trustee of any duty imposed upon it hereunder.

Section 11.3. Indemnification of the Trustee. To the extent permitted by law, the Town shall indemnify and save the Trustee and its officers, directors, agents and employees harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (a) any breach or default on the part of the Town in the performance of any of its obligations hereunder and under any other agreement made and entered into for purposes of the defeasing the Obligations Being Refunded; or (b) the Trustee's exercise and performance of its powers and duties hereunder, under the Agreement and any document executed in connection hereunder or therewith. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. The Town's obligations hereunder shall remain valid and binding notwithstanding the maturity and payment of the Obligations or resignation or removal of the Trustee.

The Trustee, promptly after determining that any event or condition which requires or may require indemnification by the Town hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, shall notify the Town in writing of such circumstances or action (the "Notification"). Upon giving of the Notification, the Trustee shall cooperate fully with the Town in order that the Town may defend, compromise or settle any such matters or actions which may result in payment by Town hereunder. The Town shall give the Trustee notice of its election within 15 days after receiving the Notification whether the Town, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the Town timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the Town hereunder. The Town shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the Town shall pay all losses and the Trustee shall be fully released from such claim or action. If the Town either fails to timely give its notice or notifies the Trustee that the Town will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion and in an effort to minimize any claims for indemnity made hereunder. In the event the Town is required to and does indemnify the Trustee

as herein provided, the rights of the Town shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 11.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNERS

Section 12.1. Trustee's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Trustee's rights in and to the Agreement, including without limitation all of the Trustee's rights to exercise such rights and remedies conferred on the Trustee pursuant to the Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of Excise Taxes.

Section 12.2. Remedy. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon request of the Owners of 25% in aggregate principal amount of the Obligations and indemnified to its satisfaction from any liability or expense shall, exercise one or more of the following remedies:

(a) The Trustee may proceed to protect and enforce its rights and the rights of the holders of the Obligations hereunder by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Agreement, or in aid of the execution of any power granted herein or in the Agreement or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, may deem most effectual to protect and enforce any of the rights or interests under the Obligations, this Trust Agreement and/or the Agreement. All rights of action hereunder or under any of the Obligations or under the Agreement may be enforced by the Trustee without the possession of any of the Obligations or the production thereof on any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the ratable benefit of the Owners of the Obligations.

(b) The Trustee, upon the bringing of a suit to enforce any of its rights hereunder or under the Agreement, as a matter of right without notice and without giving bond to the Town or anyone claiming under them, may (i) have a receiver appointed of all of the property encumbered hereby and of the earnings, income, rents, issues and profits thereof, and of all the Excise Taxes which are pledged for the payment of the payments under the Agreement, pending such proceedings, with such powers as the court making such appointment shall confer, including such powers as may be necessary or usual in such cases for the collection and proper disbursement of the Excise Taxes pledged for the payment of the payments under the Agreement, and the Town does hereby irrevocably consent to such appointment and (ii) seek and obtain such injunctive relief as may be appropriate.

(c) The Trustee is hereby appointed, and the successive respective Owners by taking and owning the Obligations, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney-in-fact of the respective Owners, with authority to make or file, in the respective names of the Owners or in behalf of all Owners as a class, any proof of debt, amendment to proof of debt, petition or other document; to receive payment of all sums becoming distributable on account thereof; to execute any and all acts and things for and in behalf of all Owners as a class, as may be necessary or advisable, in the opinion of the Trustee, in order to have

the respective claims of the Owners against the Town allowed in any equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the Town shall be a party. The Trustee shall have full powers of substitution and delegation in respect of any such powers.

(d) Notwithstanding anything herein or in the Agreement to the contrary, there shall be no right under any circumstances (i) to accelerate the maturities of the Obligations or (ii) to declare any Payment not then past due or in default to be immediately due and payable.

Section 12.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article XII or Section 10 of the Agreement shall be applied by the Trustee in the order following upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of the Trustee and of the Obligation Owners in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel, and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations for principal and interest, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 12.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

Section 12.5. Non-Waiver. Nothing in this Article XII or in any other provision of this Trust Agreement or in the Obligations, shall affect or impair the obligation of the Town to pay or prepay the Payments as provided in the Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Obligation Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Owners of Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 12.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations

then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Obligations Outstanding.

Section 12.7. Limitation on Obligation Owners' Right to Sue. No Owner of any Obligation executed and delivered hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Obligations shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Obligations.

The right of any Owner of any Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision hereof.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Defeasance. If and when all Outstanding Obligations shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Obligations Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all Obligations Outstanding, including all principal and interest and premium, if any;

(c) by depositing with a Depository Trustee, in trust for such purpose, any noncallable United States Obligations in such amount as shall be certified to the Trustee and the Town by a national firm of certified public accountants acceptable to both the Trustee and the Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Obligations (including all principal and interest) at their respective maturity dates, which deposit may be made in accordance with the provisions of Section 9 of the Agreement;

notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the Town with respect to all Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Payments paid by or on behalf of the Town from funds deposited pursuant to paragraphs (b) or (c) of this Section, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such Payments under the Agreement.

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) through (c) of this Section, which are not required for the payment to be made to Owners, shall be paid over to the Town.

Any Obligation or portion thereof in authorized denominations may be paid and discharged as provided in this Section 13.1; provided, however, that if any such Obligation or portion thereof will not mature within 60 days of the deposit referred to in paragraphs (b) or (c) of this Section 13.1, the Trustee shall give notice of such deposit by first class mail to the Owners.

After provision for the Obligations has been made under (c) above, at the direction of the Town, all or any part of the United States Obligations held by the Depository Trustee may be liquidated and the proceeds therefrom together with all or any portion of the moneys held by the Depository Trustee may be used to acquire other United States Obligations which the Depository Trustee shall hold provided that thereafter the moneys and United States Obligations held by the Depository Trustee shall remain sufficient, as evidenced by a certificate of a national

firm of certified public accountants to pay and discharge all Obligations (including all principal and interest) at their respective maturity dates.

No Payment or Obligation may be so provided for and no liquidation or acquisition of United States Obligations may be made if, as a result thereof, or of any other action in connection with which the provisions for payment of such Payment or Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. Notwithstanding the foregoing, prior to any defeasance authorized pursuant to paragraphs (b) or (c) of this Section, the Trustee, the Depository Trustee, and the Town shall receive an opinion of nationally recognized bond counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Payments or Obligations.

The Depository Trustee shall be any bank or trust company, which may be the Trustee, designated by the Town, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

Section 13.2. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed hereunder, which shall be available for inspection by the Town and any Owner, or the agent of any of them, at any time during regular business hours.

Section 13.3. Notices. All written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the Town: Town of Oro Valley, Arizona
 11000 N. La Cañada Drive
 Oro Valley, Arizona 85737-7015
 Attn: Finance Director

With copy to: Gust Rosenfeld P.L.C.
 One East Washington, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Scott W. Ruby

If to Trustee: _____

Section 13.4. Covenant as to Conflict of Interest. A.R.S. Section 38-511 provides that the Town may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract

or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town from any other party to the contract arising as a result of the contract.

Section 13.5. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

Section 13.6. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Town or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements herein contained by or on behalf of the Town or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.7. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 13.8. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the Town of any Obligations, the Trustee may, in lieu of such cancellation and delivery, destroy such Obligations and, upon the Town's request, deliver a certificate of such destruction to the Town.

Section 13.9. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 13.10. Parties Interested Herein. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Town, the Trustee, and the Owners of the Obligations, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements herein contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Trustee, and the Owners of the Obligations.

Section 13.11. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13.12. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases hereof may be held illegal, valid or unenforceable.

Section 13.13. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Trust Agreement and may result in the termination of the Trustee's services by the Town. The Town retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employees who work on this Trust Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Town. The Trustee and its subcontractors shall cooperate with the Town's random inspections including granting the Town entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

_____, as Trustee

By _____
Its _____

TOWN OF ORO VALLEY, ARIZONA, as
Town

By _____
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

Registered Number: _____

Denomination: _____

RESTRICTIONS ON TRANSFER. THIS OBLIGATION MAY BE TRANSFERRED ONLY IN WHOLE AND ONLY TO A "QUALIFIED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 144A OF THE SECURITIES ACT OF 1933, AS AMENDED, OR AN ACCREDITED INVESTOR (EXCLUDING NATURAL PERSONS) AS DEFINED IN RULE 501 OF REGULATION D OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, WHO EXECUTES THE CERTIFICATE OF QUALIFIED INVESTOR.

**EXCISE TAX REVENUE REFUNDING OBLIGATION,
SERIES 2015
(BANK QUALIFIED)**

Evidencing a Proportionate Interest of the Owner Hereof in
Payments to be Made Pursuant to an Agreement by

TOWN OF ORO VALLEY, ARIZONA

to

_____,
as Trustee

Interest Rate	Maturity Date	Dated Date
____%	July 1, 20__	_____, 2015

Registered Owner: _____

Principal Amount: _____ AND 00/100 DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Excise Tax Revenue Refunding Obligation, Series 2015 (Bank Qualified) (the "Obligation") is the owner of an undivided proportionate interest in the right to receive certain Payments thereof under and defined in that certain Agreement (the "Agreement"), dated as of _____ 1, 2015, by and between _____ (the "Trustee"), and the Town of Oro Valley, Arizona, a municipal corporation and a political subdivision existing under the laws of the State of Arizona (the "Town"), which Payments and other rights and interests under the Agreement are held by the Trustee in trust under a Trust Agreement dated as of _____ 1, 2015 (the "Trust Agreement") by and between the Town and the Trustee.

The registered owner of this Obligation is entitled to receive, subject to the terms of the Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the Payments designated as principal coming due during the preceding twelve months, and to receive semiannually on January 1 and July 1 of each year commencing _____ 1, 20__ (the "Payment

Dates”) until payment in full of said portion of principal, the registered owner’s proportionate share of the Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates. Said proportionate share of the portion of the Payments designated as interest is the result of the multiplication of the aforesaid portion of the Payments designated as principal by the rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve months of thirty days each. Principal of and interest on this Obligation are payable in lawful money of the United States of America to the registered owner or to any other registered owner hereof, as shown on the registration books maintained by the Trustee, at the address appearing therein at the close of business on the fifteenth day of the calendar month next preceding that interest payment date (the “Record Date”).

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal pertaining to the Obligations. The Trustee’s sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement.

The recitals, statements and representations made in this Obligation shall be taken and construed as made by and on the part of the Town, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

This Obligation has been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The Town is authorized to enter into the Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Mayor and Council of the Town adopted _____, 2015 (the “Resolution”). Reference is hereby made to the Agreement and the Trust Agreement (copies of which are on file with the Trustee) for a description of the terms on which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the rights, duties and immunities of the Trustee and the rights and obligations of the Town under the Agreement, to all of the provisions of which Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees.

The Obligations are payable from Payments to be made by the Town pursuant to the Agreement. The Town is required under the Agreement to make Payments from all of the Town’s unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, bed and rental taxes and state revenue-sharing now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose (the “Excise Taxes”), which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Obligations. The obligation of the Town to make Payments does not represent or constitute a general obligation of the Town, the State of Arizona or any political subdivision thereof for which the Town or the State of Arizona or any political subdivision thereof is obligated to levy or pledge any form of taxation nor does the obligation to make Payments under the Agreement constitute an indebtedness of the Town, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes, is irrevocably made and created by the Town pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as hereinafter specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes hereby pledged to the payment thereof, regardless of the issue of the Obligations in series, or the delivery of any of the Obligations prior to the delivery of any other of the Obligations of said series, or

regardless of the time or times the Obligations mature. All of the Obligations are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of Excise Taxes to payments due on or with respect to the Existing Parity Obligations and any additional Parity Obligations (as defined in the Trust Agreement).

For further definitions, a description of the terms on which the Obligations are executed and delivered, a more complete statement of the income and revenues from which, and conditions under which, this Obligation is payable, the conditions under which additional Obligations or Parity Obligations may be authorized, the conditions under which a Reserve Fund must be funded and when it can be used, a statement of the terms under which the Trust Agreement or the Agreement may be modified, a statement of the general covenants and provisions pursuant to which this Obligation is issued, and of the rights of the owner of the Obligation, reference is made to the Trust Agreement and the Agreement, and to all the provisions thereof the owner hereof, by acceptance of this Obligation, consents and agrees. All Obligations of the total authorized amount and all obligations which have been or may hereafter be issued as Parity Obligations, as provided in the Trust Agreement and the Agreement are co-equal as to the pledge of and lien on all such Excise Taxes securing the payment thereof, and share ratably without any preference, priority or distinction as to the source or method of payment from Excise Taxes and security thereof.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances (1) to accelerate the maturities of the Obligations or (2) to interfere with the Town's ownership, use or possession of the property financed by the Obligations.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate value of the Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.

The Obligations are executed and delivered only in fully registered form in principal denominations of \$5,000 or integral multiples thereof.

This Obligation may be exchanged for an Obligation or Obligations of like aggregate principal amount in authorized denominations having the same maturity date and interest rate.

[The Obligations are not subject to redemption prior to their stated maturity.]

This Obligation may be transferred only in whole and only to a "qualified investor," which means a qualified institutional buyer, as such term is defined in Rule 144A, of the Securities Act of 1933, as amended or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission, who executes a Certificate of Qualified Investor in the form attached hereto as Exhibit 1, and who agrees to comply with all applicable federal and state securities laws. This Obligation may be transferred on the registration books upon delivery hereof to the

registrar, which on the original issue date is the Trustee, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the registrar, duly executed by the registered owner of this Obligation, or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Obligation shall be effective until entered on such registration books.

In all cases upon the transfer of an Obligation, the registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver, in the name of the transferee or transferees, a new fully registered Obligation or Obligations of the denominations of \$5,000 or any integral multiple thereof (except that no Obligation shall be issued which relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Trust Agreement.

The registered owner of one or more Obligations may, upon request, and upon the surrender to the registrar of such Obligations, exchange such Obligations for Obligations of other authorized denomination of the same maturity, series, and interest rate together aggregating the same principal amount as the Obligations so surrendered.

The Town or the registrar shall charge the registered owner of such Obligation, for every such transfer or exchange of an Obligation, an amount sufficient reimburse it for any tax, governmental fee or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Obligation shall be delivered. The Town shall pay all initial registration fees on the Obligation. Subsequent owners of Obligation will pay all transfer fees including governmental fees, taxes or charges. The registered owner of any Obligation shall be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Obligation.

The Town and the registrar may, but are not required to, transfer or exchange any Obligations during the period from the Record Date to and including the respective interest payment date. The registrar may, but is not required to, transfer or exchange any Obligations within the periods referred to above, the interest payment on such Obligation will be made payable to and mailed to the registered owners shown on the bond register maintained by the registrar as of the close of business on the respective Record Date.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____, 2015

_____, as Trustee

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM-as tenants in common	UNIF GIFT/TRANS MIN ACT-_____Custodian_____
TEN ENT-as tenants by the entireties	(Cust) (Minor)
JT TEN-as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts/Transfers to Minors Act_____
	(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Firm or Bank

Authorized Signature

The signature(s) should be guaranteed by an eligible guarantor institution pursuant to SEC Rule 17Ad-15.

EXHIBIT 1

Certificate of Qualified Investor

TOWN OF ORO VALLEY, ARIZONA

_____, as Trustee

Re: \$_____ Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2015 (Bank Qualified)

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly one of the captioned obligations (hereinafter referred to as the “*Obligations*”), such Obligation being in the original aggregate principal amount of \$_____, bearing the number _____. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with an intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Obligation or any part thereof, the undersigned shall comply with all provisions of the resolution of the Town of Oro Valley, Arizona (the “*Town*”) authorizing the issuance of the Obligations, adopted on _____, 2015 (the “*Resolution*”). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Resolution, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter in the form of this letter and provide such letter to the Trustee before any transfer of any Obligation to such transferee will be registered.

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a “Qualified Investor”).

4. The undersigned understands that: (i) the Resolution, the Trust Agreement dated as of _____ 1, 2015, by and between _____, as trustee and the Town (the “*Trust Agreement*”) and the Obligations are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that Act, (ii) the Resolution, the Trust Agreement and the Obligations are not being registered or otherwise qualified for sale under the “blue sky” laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Obligations must comply with federal and state securities laws, (iv) any sale or transfer of the Obligations, or interests therein, must be to Qualified Investors, (v) the Obligations will not be listed on any stock or other securities exchange, (vi) the Obligations will not carry any bond rating from any rating service, and (vii) the Obligations are not likely to be readily marketable.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Obligation or an interest therein, and agrees to hold the Town harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its investment decision and after such evaluation, the undersigned understood and knew that investment in the

Obligations involved certain risks, including but not limited to, limited security and source for payment of the Obligations, the status of development and its impact on taxation for payment of the Obligations, the parity lien on the Excise Taxes pledged for the payment of the payments due pursuant to the Agreement, dated as of _____ 1, 2015, between the Trustee and the Town, and the probable lack of any secondary market for the Obligations. The undersigned acknowledges that it is experienced in transactions such as those relating to the Obligations and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in investing in the Obligations. The undersigned is not relying on the Town in making its decision to purchase the Obligations.

7. The undersigned acknowledges that the Town and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Obligations.

_____.

By _____

Printed Name: _____

Title: _____

\$ _____
TOWN OF ORO VALLEY, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2015

OBLIGATION PURCHASE AGREEMENT

_____, 2015

Mayor and Town Council
Town of Oro Valley
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

The undersigned, an authorized representative of _____ (the "Purchaser"), acting on its own behalf and not acting as a fiduciary or agent for you, offers to enter into this Obligation Purchase Agreement (this "Obligation Purchase Agreement") with the Town of Oro Valley, Arizona (the "Town"), which, upon the written acceptance by the Town of this offer, will be binding upon the Town and upon the Purchaser. Terms not otherwise defined in this Obligation Purchase Agreement shall have the same meanings set forth in the Resolution (as defined herein).

1. Purchase and Sale of the Obligations.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein and any certificates or other documents to be delivered to the Purchaser pursuant to this Obligation Purchase Agreement, the Purchaser shall purchase from _____, as trustee (the "Trustee"), and the Town shall cause the Trustee to sell and execute and deliver to the Purchaser, all, but not less than all, of the Town's Excise Tax Revenue Refunding Obligations, Series 2015 in the aggregate principal amount of \$_____ (the "Obligations") at the aggregate purchase price of \$_____. Inasmuch as this purchase and sale represents a negotiated transaction, the Town understands, and hereby confirms, that the Purchaser is not acting as a fiduciary of the Town, but rather is acting solely in its capacity as a purchaser for its own account. The Purchaser has been duly authorized to execute this Obligation Purchase Agreement and to act hereunder.

(b) The Obligations shall be dated the date of their initial authentication and delivery and shall (i) mature on the dates and in the principal amounts and (ii) bear interest at the rates payable commencing _____ 1, 20__ and semiannually thereafter on each July 1 and January 1, all as set forth on the Schedule hereto. The terms of the Obligations shall be as otherwise described in, and shall be executed and delivered by the Trustee pursuant to, a Trust Agreement, to be dated as of _____ 1, 2015 (the "Trust Agreement"), substantially in the form previously submitted to the Purchaser with only such changes therein as shall be mutually agreed upon between the Purchaser and the Town. The Obligations represent undivided proportionate interests in payments to be made by the Town under an Agreement, to be dated as of _____ 1, 2015 (the "Agreement"), between the Town and the Trustee.

2. Direct Purchase. The Town and the Purchaser agree and determine that the Obligations are being directly purchased by the Purchaser and are not being sold in a public offering. The Purchaser represents and warrants that it is not purchasing the Obligations with a view to distributing the Obligations or otherwise acting as an underwriter of the Obligations under federal securities law. The Purchaser is a Qualified Investor, which includes a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (excluding natural persons) as defined in Rule 501 of Regulation D of the United States Securities Exchange Commission (either of which constitutes a "Qualified Investor"), and will execute the Certificate of Qualified Investor attached hereto as Exhibit A.

3. Representations and Warranties and Agreements of the Town. The Town hereby represents and warrants to and covenants to the Purchaser that:

(a) Existence and Powers. The Town is a municipal corporation duly incorporated and validly existing under the laws of the State of Arizona (the "State"), and has full and legal right, power and authority (i) to adopt the resolution of the Town Council authorizing the sale, execution and delivery of the Obligations adopted on _____, 2015 (the "Resolution"); (ii) to authorize, execute, deliver and issue, as applicable, this Obligation Purchase Agreement, the Obligations, the Agreement, the Trust Agreement, the Placement Agent Agreement by and between the Town and Stifel, Nicolaus & Company, Incorporated, regarding placement agent obligations (the "Placement Agreement") and all documents required hereunder and thereunder to be executed and delivered by the Town (this Obligation Purchase Agreement, the Agreement, the Trust Agreement, the Placement Agreement and the other documents referred to in this clause (ii) are hereinafter referred to as the "Town Documents"); and (iii) to carry out and consummate the transactions contemplated by the Resolution and the Town Documents. The Town has complied with all applicable provisions of law and has taken all actions required to be taken by it in connection with the transactions contemplated by the aforesaid documents.

(b) Due Authorization. By all necessary official action of the Town prior to or concurrently with the acceptance hereof, the Town has duly authorized (i) the sale, execution and delivery, as applicable of and the due performance of the obligations by the Town under the Resolution, the Town Documents and the Obligations and (ii) the taking of any and all actions as may be required on the part of the Town to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Town Documents and the Obligations. The Town shall take any and all actions necessary or appropriate to consummate the transactions described in the Resolution and the Town Documents.

(c) Due Execution and Delivery. This Obligation Purchase Agreement has been, or shall be, as applicable, duly executed and delivered by the Town. The Town Documents (when executed and delivered by the other party or parties thereto) shall be legal, valid and binding obligations of the Town, enforceable in accordance with their respective terms, subject to the enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief.

(d) Resolution Valid. The Resolution (i) authorizes the authorization, execution, delivery and issuance, as applicable, of the Town Documents and the sale of the Obligations to the Purchaser, (ii) has been duly and validly adopted by the Town and (iii) is in full force and effect.

(e) Officers and Officials. The officers and officials of the Town executing the Resolution and the Town Documents and the Obligations and the officers and officials of the Town listed on the certificate of the Town to be delivered at the Closing (as hereinafter defined) have been or will have been duly appointed and are or will be qualified to serve and acting as such officers and officials of the Town.

(f) The Obligations. The form, terms, execution, delivery and issuance of the Obligations have been duly and validly authorized and, when authenticated by the Trustee, and delivered and paid for by the Purchaser at the Closing in accordance with the terms of this Obligation Purchase Agreement, shall (i) have been duly authorized, executed, delivered and issued and (ii) constitute legal, valid and binding obligations of the Town enforceable in accordance with their terms and entitled to the benefits and security of the Trust Agreement, subject as to enforcement of remedies to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally and to the availability of equitable relief.

(g) Governmental Approvals. No approval, permit, consent, authorization or order of any court or any governmental or public agency, authority or person not already obtained (other than any approvals that may be required under the "blue sky" laws of any jurisdiction) is required with respect to the Town in connection with the issuance and sale of the Obligations or the execution and delivery by the Town of, or the performance by the Town of its obligations under, the Town Documents and the Obligations.

(h) No Conflicts. The adoption by the Town of the Resolution and the authorization, execution, delivery and issuance, as applicable, by the Town of the Town Documents, the Obligations and all other documents executed and delivered by the Town in connection with the issuance of the Obligations and compliance by the Town with the provisions thereof do not and will not materially conflict with or result in a material breach or violation of any of the terms or provisions of, or constitute a default under any resolution, ordinance, indenture, deed of trust, mortgage commitment, agreement or other instrument to which the Town is a party or by which the Town is bound, or any constitutional provision, existing law, administrative regulation, court order or consent decree to which the Town or property of the Town is subject.

(i) No Defaults. As of the time of acceptance hereof and as of the Closing, the Town is not and will not be in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Town is a party or is otherwise subject, the consequence of any of the foregoing of which materially and adversely affects the operations of the Town as of such dates, and, as of such times, the authorization, execution, delivery and issuance, as applicable, of the Town Documents and the Obligations and compliance with the provisions thereof do not and shall not conflict with or constitute a material breach of or material default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Town is a party or is otherwise subject.

(j) Litigation. There is no litigation pending or threatened before any judicial, quasi-judicial or administrative forum (i) to restrain or enjoin the issuance or delivery of the Obligations, the application of the proceeds thereof or the performance by the Town of the provisions of the Resolution or the Town Documents or the levy and receipt of excise taxes for payment of the payments due under the Agreement; (ii) in any way contesting or affecting the authority for, or the validity of, this Obligation Purchase Agreement or the application of the proceeds of the Obligations or contesting the exclusion from gross income of interest on the interest component of the payments due under the Agreement for federal income tax purposes or State income tax purposes; or (iii) in any way contesting the existence or powers of the Town.

(k) Certificates and Representations. Any certificate signed by an authorized officer of the Town and delivered to the Purchaser shall be deemed a representation and warranty by the Town to the Purchaser as to the statements made therein. The representations and warranties of the Town set forth herein and in the Town Documents and the Resolution are, and as of the Closing shall be, true, correct and complete in all material respects unless modified as provided herein or therein, and, between

the date hereof and the Closing, the Town shall not take any action that shall cause the representations and warranties made herein to be untrue as of the Closing.

(l) Disclosure of Agreements, Contracts and Restrictions. The Town is not a party to any contract or agreement or subject to any restriction, the performance of or compliance with which may have a material adverse effect on the financial condition, operations or prospects of the Town or ability of the Town to comply with all the requirements set forth in the Resolution, the Town Documents or the Obligations.

(m) Financial Statements. The Town's comprehensive annual financial report for the fiscal year ended June 30, 2015, presents fairly the financial condition of the Town as of the date thereof and the results for the period covered thereby and was prepared in accordance with generally accepted accounting principles consistently applied as required by Arizona State law. Except as disclosed to the Purchaser, there has been no change in the financial condition of the Town since June 30, 2015, that would in the reasonable opinion of the Town materially impair its ability to perform its obligations pursuant to this Obligation Purchase Agreement or to pay the Obligations. All information that has been provided to the Purchaser by the Town with respect to the financial performance of the Town is accurate in all material respects as of its respective date and as of the date of Closing.

4. Closing.

(a) At 8:00 a.m. Mountain Standard Time, on November 2, 2015, or at such other time and date as shall have been mutually agreed upon by the Town and the Purchaser (the "Closing"), the Town shall, subject to the terms and conditions hereof, cause the Trustee to provide for the execution and delivery of the Obligations to or on behalf of the Purchaser, duly executed, together with the other documents hereinafter mentioned, and the Purchaser shall, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Obligations as set forth in Section 1 of this Obligation Purchase Agreement by wire transfer or other funds which are immediately available funds to the Trustee.

(b) The Obligations shall be delivered to the Purchaser in definitive fully registered form, registered in the name of _____, all as provided in the Trust Agreement.

5. Closing Conditions. The Purchaser has entered into this Obligation Purchase Agreement in reliance upon the representations, warranties and agreements of the Town contained herein, in the Resolution and in the Town Documents and in reliance upon the representations, warranties, covenants and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Town of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligations under this Obligation Purchase Agreement to purchase, to accept delivery of and to pay for the Obligations shall be conditioned upon the performance by the Town of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Town of Town Documents as enumerated herein, in form and substance reasonably satisfactory to the Purchaser:

(a) The representations and warranties of the Town and the Trustee contained herein and in the Town Documents shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Town and the Trustee shall have performed and complied with all agreements and conditions required by this Obligation Purchase Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Resolution and the Town Documents shall be in full force and effect in the form heretofore approved by the Purchaser and shall not have been amended, modified or supplemented and (ii) all actions of the Town required to be taken by the Town shall be performed in order for Special Counsel (as hereinafter defined) to deliver its opinion referred to hereafter;

(d) At the date of the Closing, all official action of the Town relating to the Obligations and the Town Documents shall be in full force and effect and shall not have been amended, modified or supplemented;

(e) At or prior to the Closing, the Town Documents shall have been duly executed and delivered by the Town and the Trustee shall have duly executed and delivered the Obligations;

(f) The Purchaser shall have the right to terminate this Obligation Purchase Agreement by written notification to the Town if at any time prior to or as of the Closing:

(i) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which materially adversely affects the market price of the Obligation; or

(ii) A stop order, ruling, regulation or statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Obligations, or the issuance, offering or sale of the Obligations, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Resolution or the Trust Agreement needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(iii) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Obligations, or the Obligations, including all the underlying obligations, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Resolution or the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(iv) Legislation shall have been passed by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress or the Arizona Legislature or a decision shall have been rendered by a court of the United States or of the State or by the Tax Court of the United States, or a ruling or statement (including a press release) or proposal shall have been made or a regulation shall have been proposed or made by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or other federal or Arizona authority, with respect to federal or Arizona taxation upon revenues or other income of the general character to be derived by the Town pursuant to the Resolution, or upon interest on obligations of the general character of the Obligations, or, with respect to Arizona taxation of the interest on the Obligations as described in the Resolution, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or Arizona income tax consequences of any of the transactions contemplated in connection herewith, or any other action or events shall have occurred which, in the judgment of the Purchaser, materially adversely

affect the market for the Obligations or the market price generally of obligations of the general character of the Obligations; or

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(vi) A general banking moratorium shall have been established by federal, Arizona or New York authorities; or

(vii) Any action, suit or proceeding described in Section 3(j) hereof shall have been commenced.

(g) At or prior to Closing, the following documents will be executed:

(i) An unqualified approving opinion of Gust Rosenfeld, P.L.C. ("Special Counsel"), as to the Obligations, dated the date of the Closing, addressed to the Town;

(ii) The supplemental opinion of such counsel, as Special Counsel and counsel to the Town, dated the date of the Closing, addressed to the Purchaser and the Trustee and substantially in the form attached hereto as Exhibit B;

(iii) An opinion of the Town Attorney, dated the date of the Closing, that, based on an investigation of the records of the Superior Court of Pima County and the United States District Court, District of Arizona, Tucson Division, that no litigation is pending or threatened before any judicial, quasi-judicial or administrative forum (1) to restrain or enjoin the issuance or delivery of the Obligations, the application of the proceeds thereof or the performance by the Town of the provisions of the Resolution or the Town Documents or the levy and receipt of excise taxes for payment of the payments due under the Agreement; (2) in any way contesting or affecting the authority for, or the validity of, this Obligation Purchase Agreement or the application of the proceeds of the Obligations; or (3) in any way contesting the existence or powers of the Town;

(iv) A certificate, dated the date of Closing and signed by the Mayor, the Town Clerk and the Finance Director of the Town, to the effect that:

(1) the representations and warranties contained herein are true and correct in all material respects on and as of the date of the Closing with the same effects as if made on the date of the Closing;

(2) no authority or proceedings for the issuance of the Obligations has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Obligations has been filed with or received by any of the signors; and

(3) the Town has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing;

(v) A certificate, dated the date of Closing and signed by the Finance Director of the Town, to the effect that the Town is in compliance with the financial requirements included in the documents related to the Outstanding Parity Obligations (collectively, the "Prior Obligation Agreements"), and that the Issuer is not otherwise in default under the Prior Obligation Agreements;

(vi) a certificate or certificates, dated the date of the Closing, signed by an authorized representative of the Trustee and in form and substance satisfactory to Special Counsel and the Purchaser, in which such official (1) to the best of his/her knowledge after due investigation states that the representations and warranties of the Trustee contained in the Trust Agreement and the Agreement are true and correct in all material respects as of the date of the Closing, the Trustee has duly executed and delivered the Trust Agreement, the Agreement and the Trustee has complied with all agreements and satisfied all conditions on its part to be performed or satisfied under the Trust Agreement and the Agreement at or prior to the Closing and (2) states that to the knowledge of the Trustee, no litigation is pending or threatened against the Trustee before any judicial, quasi-judicial or administrative forum (A) to restrain or enjoin the performance by the Trustee of its obligations and duties under the Trust Agreement and the Agreement, (B) in any way contesting or affecting any authority for, or the validity of, the Obligations or the applications of the proceeds of the Obligations or (C) in any way contesting the existence or corporate trust powers of the Trustee, together with evidence of the authority of the Trustee to execute and deliver the Trust Agreement and the Agreement and execute and deliver the Obligations and an incumbency certificate;

(vii) A specimen of the Obligations;

(viii) A certified copy of the Resolution;

(ix) A non-arbitrage certificate of the Town, in form and substance satisfactory to Special Counsel;

(x) The filing copy of the Information Return Form 8038-G (IRS) for the Obligations and the Report Relating to Bond and Security Issuance to the Arizona State Treasurer for the Obligations;

(xi) An executed copy of each of the Town Documents;

(xii) Evidence that the Obligations have been designated by the Town as, and qualify as, qualified tax-exempt obligations for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended; and

(xiii) Such additional opinions, letters, certificates, instruments and other documents as the Purchaser or its counsel may reasonably deem necessary to satisfy conditions to the execution and delivery of the Obligations required by the Trust Agreement, to evidence the truth and accuracy as of the Closing, or prior to such time, of the representations, warranties and covenants of the Town and the due performance or satisfaction by the Town of all agreements then to be performed and all conditions then to be satisfied by the Town.

(All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Obligation Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and its counsel; provided, however, that acceptance by the Purchaser of the Obligations shall be deemed by the Purchaser to be satisfaction of the foregoing.)

If the Town shall be unable to satisfy the conditions contained in this Obligation Purchase Agreement or if the obligations of the Purchaser shall be terminated for any reason permitted by this Obligation Purchase Agreement, this Obligation Purchase Agreement (except the warranties and representations of the Town herein) shall terminate and neither the Purchaser nor the Town shall have any further obligation hereunder. However, the Purchaser may, in its sole discretion, waive one or more of the conditions imposed by this Obligation Purchase Agreement and proceed with the Closing.

6. Notices. Any notice or other communication to be given to the Town under this Obligation Purchase Agreement may be given by delivering the same in writing at the address set forth on the first page of this Obligation Purchase Agreement to the attention of the Finance Director, and any notice or other communication to be given to the Purchaser under this Obligation Purchase Agreement may be given by delivering the same in writing to _____, _____, _____, _____.

7. Notice Concerning Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the Town) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Town hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Obligation Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

8. Parties in Interest. This Obligation Purchase Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Town and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. This Obligation Purchase Agreement may not be assigned by the Town. All of the representations, warranties and agreements of the Town contained in this Obligation Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser; (ii) delivery of and payment for the Obligations pursuant to this Obligation Purchase Agreement and (iii) any termination of this Obligation Purchase Agreement.

9. Effectiveness. This Obligation Purchase Agreement shall become effective upon the acceptance hereof by the Town and shall be valid and enforceable at the time of such acceptance.

10. Choice of Law. This Obligation Purchase Agreement shall be governed by and construed in accordance with the law of the State.

11. Severability. If any provision of this Obligation Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Obligation Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

12. Business Day. For purposes of this Obligation Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

13. Section Headings. Section headings have been inserted in this Obligation Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Obligation Purchase Agreement and will not be used in the interpretation of any provisions of this Obligation Purchase Agreement.

14. Counterparts. This Obligation Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Obligation Purchase Agreement and return it to the Purchaser. This Obligation Purchase Agreement shall become a binding agreement between you and the Purchaser when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Accepted and agreed to at
....m M.S.T. as of the date indicated
on the first page hereof

THE TOWN OF ORO VALLEY, ARIZONA

By: _____

Name: _____

Title: _____

ATTEST:

Julie K. Bower, Town Clerk

APPROVED AS TO FORM:

GUST ROSENFELD P.L.C., as Special
Counsel

By: _____

Name: _____

SCHEDULE

\$ _____
TOWN OF ORO VALLEY, ARIZONA
EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2015

<u>Maturity Date</u> <u>(July 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
-----------------------------------------	-----------------------------------	--------------------------------	--------------

[Optional Redemption. The Obligations are subject to redemption prior to their stated maturity as follows:]

EXHIBIT A

(Form of Certificate of Qualified Investor)

TOWN OF ORO VALLEY, ARIZONA

_____, as Trustee

Re: \$_____ Town of Oro Valley, Arizona,
Excise Tax Revenue Refunding Obligations, Series 2015 (Bank Qualified)

1. Please be advised that the undersigned is a Qualified Investor (as hereinafter defined) and is purchasing directly the captioned obligations (hereinafter referred to as the "Obligations"), such Obligation being in the original aggregate principal amount of \$_____, bearing the number _____. Such purchase is solely for the account of the undersigned, for the purpose of investment and not with an intent for or view to distribution or resale.

2. In the event that the undersigned transfers such Obligation or any part thereof, the undersigned shall comply with all provisions of the resolution of the Town of Oro Valley, Arizona (the "Town") authorizing the issuance of the Obligations, adopted on _____, 2015 (the "Resolution"). The undersigned understands that, unless the transfer restrictions terminate pursuant to the Resolution, a transferee shall be a Qualified Investor (as hereinafter defined), and must sign a letter in the form of this letter and provide such letter to the Trustee before any transfer of any Obligation to such transferee will be registered.

3. The undersigned acknowledges that it is a qualified institutional buyer, as such term is defined in Rule 144A of the Securities Act of 1933, as amended, or an accredited investor (other than a natural person) as defined in Rule 501 of Regulation D of the United States Securities and Exchange Commission) (either of which shall constitute a "Qualified Investor").

4. The undersigned understands that: (i) the Resolution, the Trust Agreement dated as of _____ 1, 2015, by and between _____, as trustee, and the Town (the "Trust Agreement") and the Obligations are not being registered under the Securities Act of 1933, as amended, in reliance upon certain exemptions set forth in that Act, (ii) the Resolution, the Trust Agreement and the Obligations are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of the State of Arizona or any other state, (iii) any transfer of the Obligations must comply with federal and state securities laws, (iv) any sale or transfer of the Obligations, or interests therein, must be to Qualified Investors, (v) the Obligations will not be listed on any stock or other securities exchange, (vi) the Obligations will not carry any bond rating from any rating service and (vii) the Obligations are not likely to be readily marketable.

5. The undersigned assumes all responsibility for complying with any applicable federal and state securities laws with respect to any transfer of the Obligation or an interest therein, and agrees to hold the Town harmless for, from and against any and all liabilities claims, damages or losses resulting directly or indirectly from such failure to comply.

6. The undersigned acknowledges that the undersigned has had an opportunity and has obtained all information necessary and has evaluated the factors associated with its investment decision and after such evaluation, the undersigned understood and knew that investment in the Obligations involved certain risks, including, but not limited to, limited security and source for payment of the

Obligations, the status of development and its impact on taxation for payment of the Obligations, the parity lien on the Excise Taxes pledged for the payment of the payments due pursuant to the Agreement, dated as of _____ 1, 2015, between the Trustee and the Town, and the probable lack of any secondary market for the Obligations. The undersigned acknowledges that it is experienced in transactions such as those relating to the Obligations and that the undersigned is knowledgeable and fully capable of independent evaluation of the risks involved in investing in the Obligations. The undersigned is not relying on the Town in making its decision to purchase the Obligations.

7. The undersigned acknowledges that the Town and the respective officers, directors, council members, advisors, employees and agents thereof have not undertaken to furnish, nor has the undersigned requested, any information to ascertain the accuracy or completeness of any information that may have been furnished by any other party.

8. This certificate and all rights and responsibilities described in it shall be governed by, and interpreted in accordance with, the laws of the State of Arizona. The federal and state courts of the State of Arizona shall have sole and exclusive jurisdiction over any dispute arising from the purchase and sale of the Obligations.

By: _____
Printed Name: _____
Title: _____

EXHIBIT B

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

_____, 2015

Re: Town of Oro Valley, Arizona,
Excise Tax Revenue Refunding Obligations, Series 2015 (Bank Qualified)

We have acted as Special Counsel to the Town of Oro Valley, Arizona (hereinafter referred to as the "Town") in connection with the execution and delivery this date of Excise Tax Revenue Refunding Obligations, Series 2015 in the aggregate principal amount of \$_____ (the "Obligations") and otherwise as counsel to the Town including for purposes relating to the execution and delivery of the "Agreement" as such term is defined in the hereinafter described Obligation Purchase Agreement. The Obligations (i) are executed and delivered under a resolution authorizing execution and delivery of, and certain other matters related to, the Obligations adopted by the Town Council of the Town on _____, 2015 (hereinafter referred to as the "Resolution"); and (ii) are being sold pursuant to an Obligation Purchase Agreement, dated _____, 2015 (hereinafter referred to as the "Obligation Purchase Agreement"), by and between the Town and _____ (hereinafter referred to as the "Purchaser"). You may rely on our opinion as Special Counsel, dated of even date herewith, with regard to the Obligations as if addressed to you.

In our capacity as Special Counsel, and as counsel as described hereinabove to the Town, we have examined and relied upon:

- (i) An executed copy of the Agreement;
- (ii) An executed copy of the Obligation Purchase Agreement;
- (iii) An executed copy of the Placement Agent Agreement dated _____, 2015 (the "Placement Agreement"), by and between the Town and Stifel, Nicolaus & Company, Incorporated;
- (iv) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Obligation Purchase Agreement);
- (v) An executed copy of a Trust Agreement, dated as of _____ 1, 2015 (hereinafter referred to as the "Trust Agreement" and, collectively with the Obligation Purchase Agreement, the Placement Agreement and the Agreement, as the "Town Documents"), by and between the Town and _____, as trustee (hereinafter referred to as the "Trustee");
- (vi) Such other agreements, certificates (including particularly, but not by way of limitation, a certificate of the Mayor, the Town Clerk and the Finance Director of the Town, dated of even date herewith), opinions (including particularly, but not by way of limitation, an opinion of the Town Attorney, dated of even date herewith), letters and other documents, including all documents delivered or distributed at the closing of the sale of the Obligations, as we have deemed necessary or appropriate in rendering the opinions set forth herein; and

(vi) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

In our examination, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the Town in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the Town, the Purchaser and the Trustee relating to the Town Documents.

We are of the opinion, based upon the foregoing and subject to the reliance hereinabove indicated and the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The Town is duly incorporated and validly existing as a municipal corporation and political subdivision under the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder (a) to adopt the Resolution, (b) to authorize, execute, deliver and issue, as applicable, the Town Documents and (c) to carry out and consummate all other transactions contemplated by the Resolution, the Town Documents and the Obligations.

2. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Obligations), is required in connection with the adoption of the Resolution or the authorization, execution and delivery and performance, as applicable, by the Town of the Town Documents and the Obligations and the consummation of the transactions contemplated by the Resolution and the Town Documents.

3. The Town has duly (a) adopted the Resolution and (b) authorized (i) the execution, delivery and issuance as applicable of, and the performance of its obligations under, the other of the Town Documents and the Obligations; and (ii) the taking of the actions required on the part of the Town to carry out, give effect to and consummate the transactions contemplated by the Resolution, the Town Documents and the Obligations. The Town has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents, and the Resolution is fully effective under and pursuant to the laws of the State of Arizona and is not subject to referendum.

4. The Town Documents have been duly authorized, executed and delivered by the Town and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the Town enforceable in accordance with their terms.

5. It is not necessary in connection with the sale and execution and delivery of the Obligations to the public to register the Obligations under the Securities Act of 1933, as amended, or to qualify the Resolution or the Trust Agreement under the Trust Indenture Act of 1939, as amended.

6. There is no legal requirement to record, re-record, file or re-file any instrument in order to create, perfect, protect and maintain the enforceability of any pledge, lien or security interest granted or assigned by the Trust Agreement.

Our opinions expressed in paragraph 4 hereof are qualified to the extent that the enforceability of the Town Documents is dependent upon the due authorization, execution and delivery of

(and authority to perform lawfully) the Town Documents by the other parties thereto and to the extent that the enforceability of the Town Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and the exercise of judicial discretion in accordance with general principles of equity, including possible refusal by a particular court to grant certain equitable remedies such as specific performance with respect to the enforcement of any provision of such documents. We express no opinion as to the enforceability of any provisions of the Town Documents (i) restricting access to legal or equitable remedies, (ii) purporting to establish evidentiary standards or waiving or otherwise affecting any rights to notice, demand or exhaustion of collateral, (iii) relating to self-help, subrogation, indemnification, delay or omission to enforce rights or remedies, severability or marshaling of assets or (iv) purporting to grant to the owners of the Obligations or to any party to the Town Documents (other than the Town) any rights or remedies not specifically set forth therein.

Notwithstanding the foregoing, the enforceability of the Obligations by the Purchaser, as the owner of the Obligations, and the validity and enforceability of the Obligation Purchase Agreement is subject to all applicable laws regarding conflicts of interest, and we express no opinion with respect to the impact of any such laws on the enforceability of the Obligations by the Purchaser, as owner of the Obligations or the validity or enforceability of the Obligation Purchase Agreement.

Respectfully submitted,

GUST ROSENFELD P.L.C.

AGREEMENT

Between

_____,
as Trustee

and

TOWN OF ORO VALLEY, ARIZONA

Dated as of _____ 1, 2015

AGREEMENT

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EXHIBIT A - Payment Schedule

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") by and between the Town of Oro Valley, Arizona, a municipal corporation and a political subdivision under the laws of the State of Arizona (hereinafter referred to as the "Town") and _____, a national banking association authorized to do trust business in the State of Arizona (hereinafter referred to as the "Trustee"), in its capacity as trustee under the Trust Agreement dated as of _____ 1, 2015, by and between the Trustee and the Town (the "Trust Agreement");

W I T N E S S E T H:

WHEREAS, the Town previously issued \$6,215,000 aggregate principal amount of Excise Tax Revenue Obligations, Series 2005 (the "2005 Obligations"), pursuant to a Trust Agreement by and between The Bank of New York Trust Company, N.A. (the "2005 Trustee"), dated as of September 1, 2005 (the "2005 Trust Agreement"); and

WHEREAS, there are outstanding \$3,715,000 of the 2005 Obligations, which represent participating interests in payments to be made by the Town to the 2005 Trustee pursuant to a Purchase Agreement dated as of September 1, 2005 (the "2005 Purchase Agreement") by and between the Town and the 2005 Trustee;

WHEREAS, the Town now desires to refinance and prepay certain payments due pursuant to the 2005 Purchase Agreement relating to the 2005 Obligations and to redeem in advance of maturity the July 1, 2016 through and including the July 1, 2025 maturities of the 2005 Obligations (collectively the "Obligations Being Refunded"); and

WHEREAS, the Town has caused the defeasance of the 2005 Obligations as provided in the 2005 Trust Agreement, by authorizing the execution and delivery of the Town's Excise Tax Revenue Refunding Obligations, Series 2015 (Bank Qualified) (the "Obligations") to be issued pursuant to that certain Trust Agreement dated as of _____ 1, 2015 (the "Trust Agreement") by and between the Trustee and the Town; and

WHEREAS, the Trustee will execute and deliver the Obligations and use the proceeds of the Obligations to defease the Obligations Being Refunded and redeem them in advance of maturity, and the Town shall have no further obligation to provide funds to pay costs and expenses attendant thereto; and

WHEREAS, the Town shall hereby agree to pay to the Trustee from time to time the Payments (as defined herein) and to pledge its Excise Taxes (as defined herein) as security and the sole source of payment of such Payments and the Trustee shall hereby agree to accept such Payments;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

1. Term and Payments

(a) To provide the funds necessary to refinance and prepay certain payments due pursuant to the 2005 Purchase Agreement, the Trustee shall execute and deliver the Obligations and use the proceeds of the Obligations to defease the Obligations Being Refunded and redeem them in advance of maturity, and the Town shall have no further obligation to provide funds to pay costs and expenses attendant thereto.

(b) For such purpose, the Town agrees to make payments (the "Payments") hereunder to the Trustee. The Payments shall be comprised of the amounts described as follows:

The Town shall pay to the Trustee in the following order of priority the following amounts for deposit into the Payment Fund:

First: the following amounts: (i) commencing on the tenth (10th) day of the month following the Closing Date of the Obligations, the Town shall pay to the Trustee the amount due on the next succeeding interest payment date divided by the number of monthly payments that can be made prior to such next succeeding interest payment date, and commencing on the tenth (10th) day of the month following the Payment date allocated to interest, the Town shall pay to the Trustee 1/6th of the next forthcoming Payment allocated to interest on the Obligations, and (ii) commencing on the tenth (10th) day of the month following the Closing Date of the Obligations, the Town shall pay to the Trustee the amount due on the next succeeding principal payment date divided by the number of monthly payments that can be made prior to such next succeeding principal payment date, and commencing on the tenth (10th) day of the month following the Payment date allocated to principal, the Town shall pay to the Trustee 1/12th of the next forthcoming Payment allocated to principal on the Obligations;

Second: if the Reserve Fund is required to be funded under the terms of the Trust Agreement, on the tenth (10th) day of each month commencing on the Closing Date of the Obligations, one hundred percent (100%) of any monthly payment, 1/6th of any semiannual payment and 1/12th of any annual payment next due (or such other fraction necessary to provide the amount of such payment when due) to (a) the provider of any Reserve Fund Guaranty under the terms of the Reserve Fund Guaranty to reimburse such provider for amounts advanced under the Reserve Fund Guaranty and interest thereon, and (b) the Trustee to return the Reserve Fund to the Reserve Fund Requirement;

Third: on the tenth (10th) day of each month commencing on the Closing Date of the Obligations, one hundred percent (100%) of any monthly payment, 1/6th of any semiannual payment and 1/12th of any annual payment due pursuant to this Agreement to the Trustee or such other person described in this Agreement.

When all of the above necessary transfers have been made for the month, the remaining Excise Taxes not required to be transferred as set forth may be used for any lawful purpose of the Town, including debt service payments on any obligations secured by a lien and pledge on Excise Taxes subordinate to the lien and pledge of Excise Taxes securing the Obligations.

The Town's obligation to make such Payments shall be limited to payment from Excise Taxes (as defined in Section 7 below) pledged to the payment thereof by the Town.

(c) [Reserved.]

(d) The obligations of the Town to make the Payments from the sources described herein and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of the Trustee of any obligation to the Town or otherwise, or out of indebtedness or liability at any time owing to the Town by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the Town (i) will not suspend or discontinue any payments provided for in Section 1 hereof, (ii) will perform and observe all other agreements contained herein, and (iii) will not terminate the term hereof for any cause, including, without limiting the generality of the foregoing, any change in the tax or other laws of the United States of America or of the State of Arizona or any political subdivision of either or any failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event the Trustee shall fail to perform any such agreements on its part, the Town may institute such action against the Trustee as the Town may deem necessary to compel performance so long as such action does not abrogate the obligations of the Town contained in the first sentence of this paragraph (c). This Agreement shall not terminate so long as any payments are due and owing under the Obligations.

(e) In the event that the Town expects that it will not make a Payment when due hereunder, the Town shall, at least five (5) Business Days before the date such Payment is due, notify the Trustee in writing of such expectation.

2. Pledge of Excise Taxes; Limited Obligations

(a) The Town hereby pledges for the Payments to be made hereunder and all other amounts payable pursuant hereto its Excise Taxes, as defined in Section 7 herein. The Town intends that this pledge shall be a first lien pledge upon such amounts of said taxes as will be sufficient to make the Payments pursuant hereto when due. The Town agrees and covenants to make said Payments from such Excise Taxes, except to the extent it chooses to make the Payments from other funds pursuant to Section 4. Said pledge of, and said lien on, the Excise Taxes is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof, and to create and maintain the funds as hereinafter specified in this Agreement or as may be specified in the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge and lien shall be on a parity with the pledge of and lien on such Excise Taxes for the payments due with respect to the Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2007 (\$17,810,000 principal amount issued, \$15,380,000 outstanding); the Town of Oro Valley,

Arizona, Excise Tax Revenue Obligations, Series 2010 (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment) (\$2,445,000 principal amount issued, \$1,780,000 outstanding); the Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2012 (\$2,580,000 principal amount issued, \$2,180,000 outstanding) and the Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations, Series 2013 (\$6,355,000 principal amount issued, \$3,960,000 outstanding) (collectively, the "Existing Parity Obligations"). The Town shall remit to the Trustee (or other appropriate trustee with respect to Parity Obligations) from Excise Taxes all amounts due under this Agreement and Parity Obligations in the amounts and at the times and for the purposes as required herein. In order to secure payment of the Existing Parity Obligations, the Town has created a separate and special fund which shall contain only Excise Taxes and shall not contain any other moneys of the Town, this fund is known as the "Oro Valley Excise Tax Fund" (the "Excise Tax Fund"). The Excise Tax Fund is and shall continue to be funded solely and only from the Excise Taxes received by the Town and from no other source. Under no circumstances shall moneys be deposited from the Town's general fund to the Excise Tax Fund. The Excise Tax Fund may be reduced to zero in each month after the following amounts have been paid in the following priority: (1) amounts required to be transferred to the applicable trustee for the applicable payment fund for the Existing Parity Obligations, the Obligations and any other Parity Obligations have been transferred; (2) amounts owing to any provider of a Reserve Fund Guaranty or similar surety pursuant to any reimbursement agreement have been paid; and (3) amounts required to be deposited into any applicable reserve fund have been deposited. All payments to be made pursuant to this Agreement shall be made from the Excise Tax Fund. If at any time the moneys in the Excise Tax Fund are not sufficient to make all of the deposits and transfers required by this Agreement, the Existing Parity Obligations or any other Parity Obligations, the moneys in the Excise Tax Fund shall be distributed between this Agreement, the Existing Parity Obligations and any other Parity Obligations on a pro rata basis as determined by the debt service then due without regard to the existence of a reserve fund, a cash funded reserve fund or a Reserve Fund Guaranty or similar surety. Any deficiency in the Excise Tax Fund shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

(b) The Town's obligation to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Taxes and shall in no circumstances constitute a general obligation of, or a pledge of the full faith and credit of, the Town, the State of Arizona, or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

3. Excise Taxes. All Excise Taxes in excess of amounts, if any, required to be deposited with or held by the Trustee (or other appropriate trustee with respect to Parity Obligations) for Payments due under this Agreement or the Trust Agreement or Parity Obligations shall constitute surplus revenues and may be used by the Town for any lawful purpose for the benefit of the Town, including the payment of junior lien obligations to which such Excise Tax revenues may from time to time be pledged. If at any time the moneys in the funds and accounts held for payment of amounts due under this Agreement or Parity Obligations are not sufficient to make the deposits and transfers therein required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms hereof, and the

transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

4. Use of Other Funds at the Option of the Town. The Town may, at the Town's sole option, make such Payments from its other funds as permitted by law and as the Town shall determine from time to time, but the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments payable pursuant to this Agreement shall be payable out of any ad valorem taxes imposed by the Town or from bonds or other obligations, the payment of which the Town's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by the Town according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State of Arizona, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

5. Parity Obligations. So long as any amounts due hereunder remain unpaid or unprovided for, the Town shall not create, suffer or permit any lien upon the Excise Taxes senior to the lien hereof. So long as any amounts due hereunder remain unpaid or unprovided for, the Town shall not create, suffer or permit any lien upon Excise Taxes on a parity herewith except for Parity Obligations upon compliance with the requirements therefor set out in the Trust Agreement.

6. The Town to Maintain Coverage of Two Times Debt Service. The Town covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed in each Fiscal Year so that the amount of Excise Taxes, all within and for the next preceding Fiscal Year of the Town, shall be equal to at least two (2) times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable hereunder, and under any Outstanding Parity Obligations, for the current Bond Year (as defined in the Trust Agreement). The Town further covenants and agrees that if such receipts for any such Fiscal Year shall not equal at least two (2) times such Annual Debt Service Requirement for such Bond Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, The Town will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current Fiscal Year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (ii) the then current Fiscal Year's receipts will be equal to at least two (2) times the next succeeding Bond Year's Annual Debt Service Requirement.

7. Definition of Excise Taxes. "Excise Taxes" shall mean all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, fines, bed and rental taxes, and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose. Revenues generated by the Town from development impact fees will not be deemed Excise Taxes for purposes of this Agreement and the Trust Agreement. Revenues received by the Town from vehicle license taxes charged by the State will not be deemed Excise Taxes for purposes of this Agreement and the Trust Agreement. Pursuant to Ordinance No. (O)14-17, the Town imposed an additional 0.5% transaction privilege tax to fund the needs of the Town's Community and Recreation Center. The revenues generated by the additional 0.5% transaction privilege tax will not be deemed Excise

Taxes for purposes of this Agreement and the Trust Agreement. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to this Agreement.

8. Representations, Warranties and Covenants.

(a) The Town represents, warrants and covenants that it has the power to enter into this Agreement, that this Agreement is a lawful, valid and binding obligation of the Town, enforceable against the Town in accordance with its terms, and has been duly authorized, executed and delivered by the Town; that all required procedures for execution and performance hereof, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; that all Payments hereunder will be paid when due out of funds which are legally available for such purposes.

(b) The Town represents, warrants and covenants that it has disclosed in writing to the Trustee all facts that do or will materially adversely affect the operations or financial condition of the Town and that any financial statements, notices or other written statements provided by the Town to the Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading.

9. Prepayment Permitted; Providing for Payment.

(a) The Town may prepay the Payments in order to cause the redemption of the Obligations as provided in Article IV of the Trust Agreement.

(b) The Town may provide for the payment of any Payment in any one or more of the following ways:

(1) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof;

(2) by depositing with a Depository Trustee (as defined below), in trust for such purposes, at or before maturity, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment; or

(3) by depositing with a Depository Trustee, in trust for such purpose, any United States Obligations (as defined in the Trust Agreement) which are noncallable, in such amount as shall be certified to the Trustee and the Town, by a national firm of certified public accountants acceptable to both the Trustee and the Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment, as and when the same becomes due and payable at maturity.

A Depository Trustee shall be any bank or trust company, including the Trustee, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000)

and subject to supervision or examination by federal or State of Arizona authority who holds money and securities in trust for the purposes set forth in subparagraphs (2) or (3) of this paragraph (b) (a "Depository Trustee").

10. Event of Default and Remedies Upon Event of Default.

(a) The occurrence of one or more of the following events shall constitute an "Event of Default," whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Town's failure to make any Payment or any other amount payable hereunder or under the Trust Agreement when the same shall become due;

(2) The Town's failure to perform or observe any other covenant, condition or agreement required to be performed or observed by the Town hereunder or under the Trust Agreement and such failure shall continue for a period of twenty (20) days after written notice thereof from the Trustee to the Town; provided, however, that if the failure cannot be corrected within the applicable time period, the Trustee will not unreasonably withhold its consent to an extension of one hundred eighty (180) days from the date of delivery of such written notice to the Town by the Trustee if corrective action is instituted by the Town within the applicable period and diligently pursued until the default is corrected; provided, however, that if the failure cannot be corrected within the initial one hundred eighty (180) day extension, the Town may request, and the Trustee will not unreasonably withhold its consent to, successive additional one hundred eighty (180) day extension(s) so long as the Town is diligently pursuing corrective action;

(3) Any representation or warranty made by the Town hereunder shall be untrue in any material respect as of the date made and not made true in all material respects within twenty (20) days of notice thereof from the Trustee to the Town;

(4) The Town shall make, permit or suffer any unauthorized assignment or transfer hereof or any interest therein; or

(5) The Town becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Town or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the Town or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the Town and, if instituted against the Town, is consented to or acquiesced in by the Town or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified in subsection 10(a) hereof, the Trustee shall give written notice of such Event of Default to the Town and may, upon the request of the Owners of twenty-five percent (25%) in aggregate principal amount of the Obligations then outstanding and upon being indemnified pursuant to its satisfaction, pursue or exercise any of the following remedies or rights, provided that such election or commencement to

exercise any such remedy or right shall not preclude the Trustee from concurrently or separately electing or exercising any other remedy not inconsistent therewith:

(1) Enforce this Agreement by appropriate legal or other action to collect all amounts due or accruing hereunder or under the Trust Agreement and to cause the Town to pay or perform its other obligations hereunder or under the Trust Agreement when and as the same shall be required to be paid or performed hereunder or thereunder, and for damages for the breach hereof and of the Trust Agreement, which damages shall be the amounts payable hereunder at the times herein set forth without acceleration plus the reasonable costs of collection, including reasonable attorneys' fees and expenses;

(2) Pursue and exercise any other remedy available at law or in equity and all other remedies permitted under the Trust Agreement. No other remedy exercised by the Trustee under this Section 10 shall excuse any of the Town's obligations hereunder.

(c) The Trustee, upon the bringing of a suit to collect the Payments in default, may as a matter of right, without notice and without giving bond to the Town or anyone claiming under the Town, (i) have a receiver appointed of all the Excise Taxes which are so pledged for the payment of amounts due hereunder, with such powers as the court making such appointment shall confer; and the Town does hereby irrevocably consent to such appointment and (ii) seek and obtain injunctive relief.

(d) The obligation of the Town to make Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

11. Assignment.

(a) Except as otherwise provided herein, without the prior written consent of the Trustee (which, prior to the payment of the Obligations in full, shall not be given without the Trustee's receipt of direction from the Owners of a majority in aggregate principal amount of the Obligations then Outstanding to give such consent), the Town shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, or any interest therein,

(b) Subject to the terms of the Trust Agreement, the Trustee shall be entitled, with or without notice to, or the consent of, the Town, to sell, pledge, assign, transfer and encumber all or any part of its right, title and interest in and to this Agreement and all payments of any kind due or which become due to the Trustee hereunder, provided that such transfer or assignment shall not impair the Obligations, that the transferee or assignee shall be bound by the terms hereof and all related agreements executed by the Trustee in connection herewith and shall execute such nondisturbance and acceptance instruments as shall reasonably be required to evidence the same as hereinafter provided and, upon the Town's receipt of notice of any such assignment or transfer of the Trustee's interest, any such assignee(s) or transferee(s) shall thereafter (collectively, if more than one) become and be deemed to be the Trustee hereunder, and have all of the rights, powers, privileges and remedies, and be subject to all of the covenants and agreements, of the Trustee hereunder for all purposes hereof.

During the term hereof, the Town shall maintain a complete and accurate record of all such sales, assignments and transfers in form necessary to comply with Section 149(a) of the United States Internal Revenue Code of 1986, as amended, and the regulations proposed or existing, from time to time promulgated thereunder. Upon the Town's receipt of written notice as above-described, of the Trustee's sale, assignment or transfer of all or any part of its interest in this Agreement or the payments hereunder, the Town agrees to attorn to and recognize any such purchaser(s), assignee(s) or transferee(s) (jointly if more than one) as the owner(s) of all right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto, and as the trustee(s) hereunder. Upon the written request of any purchaser, assignee or transferee of the Trustee's interest, the Town agrees to execute and deliver to such purchaser, assignee or transferee such certificates or other instruments in such forms as may reasonably be required by such purchaser, assignee or transferee, and to which the Town can truthfully attest, including but not limited to a separate acknowledgment of assignment and attornment certificate in the customary form as to such purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto. Any such purchaser, assignee or transferee shall agree in writing to assume and perform all of the duties and responsibilities of the Trustee and shall acknowledge the Town's rights hereunder. Provided, however, that in the event the Trustee becomes merged or consolidated with any other entity and the resulting entity meets the requirements for a successor trustee under the Trust Agreement, then the resulting entity shall assume all rights, responsibilities and duties of the Trustee hereunder without the execution or filing of any papers or any further act on the part of either party and the "Trustee" hereunder shall refer to such resulting party.

12. Reserve Fund. If a Reserve Fund is required by the Trust Agreement, the Trustee shall create a separate deposit account to be held in the custody of the Trustee under the Trust Agreement; said fund shall be designated the "Reserve Fund."

(a) The Reserve Fund may contain either invested cash or an insurance policy, surety bond, letter of credit or other form of security.

(b) Moneys in the Reserve Fund shall be maintained in an amount not less than the Reserve Fund Requirement as defined in the Trust Agreement. If at any time the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement, the Trustee shall so notify the Town and the Town shall be required to restore from Excise Taxes the amount on deposit in the Reserve Fund to an amount equal to the Reserve Fund Requirement in accordance with Section 1(b) hereof. No amount of the Excise Taxes shall be considered surplus revenues or available to the Town until the Reserve Fund has been restored to the Reserve Fund Requirement. If the Reserve Fund contains a surety bond or other form of security, restoration of the Reserve Fund shall include payment to the provider of the surety bond or other form of security of all amounts due under any agreement with such provider, including reimbursement of any amount drawn on the surety bond or other form of security, interest thereon until repaid and any costs associated therewith, all of which shall be additional lease payments hereunder.

(c) If on any Computation Date, the total amount in the Reserve Fund exceeds the Reserve Fund Requirement, an amount equal to such excess shall be transferred from the Reserve Fund and shall be applied by the Trustee to Payments hereunder and to payments due under Outstanding Parity Obligations for which a separate reserve fund is not established, or for

which none is required, in proportion to the amount next to come due on such Agreement or Parity Obligation which is otherwise not provided for, as provided in the Trust Agreement. Except for such excess amounts, moneys on deposit in the Reserve Fund shall be used only to make up any deficiencies in the Excise Taxes for the payment of purchase payments and payments due under Outstanding Parity Obligations for which a separate reserve fund is not established and to pay amounts due as reimbursement of any amounts drawn on any surety bond or other form of security and any interest thereon.

(d) Any investment earnings allocated to the Reserve Fund after deduction of amounts to be set aside for rebate to the federal government pursuant to the Trust Agreement shall be used first to cause the amount on deposit in the Reserve Fund to equal the Reserve Fund Requirement or to reimburse any amounts drawn on the surety bond or other form of security and any interest thereon, as provided in the Trust Agreement and, to the extent not necessary for such purpose, shall be applied by the Trustee to Payments to be made hereunder and to payments due under Outstanding Parity Obligations other than ones for which a separate reserve fund is established or no reserve fund is required.

13. Miscellaneous.

(a) No covenant or obligation herein to be performed by the Town may be waived except by the written consent of the Trustee and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Trustee from invoking such remedy at any later time prior to the Town's cure of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State of Arizona in effect from time to time.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both the Trustee and the Town.

(d) Any term or provision hereof found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) Trustee hereunder shall have the right at any time or times, by notice to the Town, to designate or appoint any person or entity to act as agent or trustee for the Trustee for any purposes hereunder.

(f) The Town agrees to pay interest at the rates necessary to pay the interest components specified in Exhibit A.

(g) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(h) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the Trustee's right, title or interest herein shall be and have the rights of a third party beneficiary hereunder.

14. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, or delivered to the party for which the same is intended or certified, as follows:

If to the Trustee: _____

If to the Town: Town of Oro Valley, Arizona
11000 N. La Cañada Drive
Oro Valley, Arizona 85737-7015
Attn: Finance Director

with a copy to: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile No.: 602.340.1538
Attn: Mr. Scott W. Ruby

15. Definitions. All terms not otherwise defined herein are as defined in the Trust Agreement.

16. Tax Covenants. In consideration of the acceptance and execution of this Agreement by the Trustee and the purchase of the Obligations by the Owners thereof, from time to time, and in consideration of retaining the exclusion of interest income from gross income on this Agreement and the Obligations for federal income tax purposes, the Town covenants with the Trustee and the Obligation Owners from time to time to neither take nor fail to take any action, which action or failure to act is within its power and authority and would result in interest income on this Agreement or the Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution hereof or such laws as they may be modified or amended or tax laws later adopted.

The Town agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on this Agreement or the Obligations from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating hereto; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating hereto; and limiting the use of the proceeds hereof and property financed thereby.

In consideration for the issuance of Obligations, the Town agrees to be the ultimate obligor for the payment of arbitrage rebate should the amounts held in the Arbitrage Rebate Fund be insufficient to make all payments required by Section 148(f)(3) of the Internal Revenue Code of 1986, as amended, or any succeeding sections.

17. Notice as to Conflict of Interest. A.R.S. Section 38-511 provides that the Town may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the Town may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town from any other party to the contract arising as a result of the contract.

18. Trustee. The Trustee is acting hereunder in its capacity as the Trustee under the Trust Agreement and is entitled to all the rights, protections, immunities and indemnities hereunder as afforded to the Trustee under the Trust Agreement.

19. E-Verify Requirements. To the extent applicable under A.R.S. Section 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Trustee's services by the Town. The Town retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employees who work on this Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep the papers and records open for random inspection by the Town during normal business hours. The Trustee and its subcontractors shall cooperate with the Town's random inspections including granting the Town entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

TOWN:

**TOWN OF ORO VALLEY, ARIZONA, a
municipal corporation and political
subdivision under the laws of the State of
Arizona**

By _____
Mayor

ATTEST:

By _____
Town Clerk

APPROVED AS TO FORM:

By _____
Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On _____, 2015, before me personally appeared Satish I. Hiremath, the Mayor of the Town of Oro Valley, Arizona, a municipal corporation and political subdivision under the laws of the State of Arizona, on behalf of the Town, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document.

Notary Public

(Affix notary seal here)

EXHIBIT A

PAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
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TOTAL

PLACEMENT AGENT AGREEMENT

_____, 2015

MAYOR AND COUNCIL
TOWN OF ORO VALLEY, ARIZONA

Re: Town of Oro Valley, Arizona, Excise Tax Revenue Refunding Obligations,
Series 2015 (Bank Qualified)

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agent Agreement (this "Placement Contract") with the Town of Oro Valley, Arizona (the "Town"), which, upon acceptance of this offer and subject to Paragraph 5 hereof, shall be binding upon the Town and the Placement Agent. This offer is made subject to acceptance of this Placement Contract by the Town before or on _____, 2015, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Town shall be under further obligation hereunder.

The above-captioned obligations (the "Obligations") are to be executed and delivered pursuant to a Resolution of the Town Council adopted on _____, 2015 (the "Resolution").

1. The Placement Agent shall use its best efforts to locate purchasers for the Obligations (the "Purchasers") at a purchase price determined as provided in the Resolution (the "Purchase Price") and on terms consistent with the Resolution. If the Purchasers purchase the Obligations on the hereinafter defined Closing Date, the Town will pay a placement fee equal to \$_____ (the "Fee") to the Placement Agent.

2. The undersigned, on behalf of the Town, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of the Placement Agent to perform under this Placement Contract that it shall be represented and warranted on the Closing Date) that:

(a) The Town is duly organized and validly existing under the laws of the State of Arizona (the "State") with power to adopt the Resolution, perform the

agreements on its part contained therein and in the agreements approved thereby and cause the issuance, sale and delivery of the Obligations.

(b) The Town has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The Town has duly adopted the Resolution, and the Town has duly authorized and approved the execution and delivery of this Placement Contract, the Obligation Purchase Agreement, the Trust Agreement and the Agreement (as such terms are defined in the Resolution and, collectively, the "Documents"), as well as the performance of its obligations contained in the Resolution and the consummation by it of all other transactions contemplated hereby.

(d) The Town is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Town is a party or is otherwise subject, which breach or default would materially and adversely affect the Town or its ability to perform its duties and obligations under the Documents, and the execution and delivery of the Documents, the adoption of the Resolution and the issuance, sale, execution and delivery of the Obligations and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Town is a party or is otherwise subject, which breach or default would materially and adversely affect the Town or its ability to perform its duties and obligations under the Documents.

(e) No litigation is pending or overtly threatened in any court in any way affecting the existence of the Town or the title of the members of the Town Council to their respective offices or seeking to restrain or to enjoin the sale, execution or delivery of the Obligations, or the collection or pledge of any revenues pledged or to be pledged under the Trust Agreement and the Agreement to pay the payments due under the Agreement and applied to the principal of and interest on the Obligations, or in any way contesting or affecting the validity or enforceability of the Obligations, the Resolution or the Documents, or contesting the powers of the Town or the members of the Town Council with respect to the Obligations.

3. (a) At or prior to ____ __.m. M.S.T. on November 2, 2015, or such other date agreed to by the Town and the Placement Agent (the "Closing Date"), the Obligations will be delivered, in definitive fully registered and physically certificated form, duly executed, in denominations specified by the Purchasers, together with the other documents hereinabove mentioned, upon payment of the Purchase Price by wire transfer, in immediately available funds, to the Town. Delivery as aforesaid shall be made at a time and place, as shall have been mutually agreed upon by authorized representatives of the Placement Agent and the Town, and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

(b) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

(i) a certified copy of the Resolution;

(ii) an opinion of Special Counsel, Gust Rosenfeld P.L.C. ("Special Counsel") in form and substance satisfactory to the Placement Agent;

(iii) a certificate, signed by an authorized officer of the Town, to the effect that (i) the representations, warranties and covenants of the Town contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date; (ii) no litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting the existence of the Town or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the sale, execution or delivery of the Obligations, or the collection of any revenues of the Town pledged or to be pledged to pay the principal of and interest on the Obligations, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Obligations, the Resolution or the Documents, or contesting the powers of the Town or its authority with respect to the Obligations, the Resolution or the Documents (but in lieu of or in conjunction with such certificate, the Placement Agent may, in the sole discretion of an authorized representative thereof, accept certificates or opinions of counsel to the Town, acceptable to such representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit) and (iii) the Town has complied in all material respects with the Resolution and the terms of the Obligations and the Documents and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Obligations; and

(iv) such additional certificates, instruments or opinions as Special Counsel, the Town or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to authorized representatives of Special Counsel, the Town and the Placement Agent.

4. The obligation of the Placement Agent to use its best efforts to place the Obligations shall be subject to the performance by the Town of the obligations thereof provided hereby in all material respects at or prior to the Closing, and the accuracy in all material respects of the representations and warranties of the Town contained herein and shall also be subject to the following conditions:

(a) The Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;

(b) The Town shall have arranged for payment of the Fee at the time of the Closing and

(c) All of the other obligations of the Town required under or specified in this Placement Contract and the Resolution to be performed at or prior to the Closing shall have been performed in all material respects.

5. This Placement Contract may be terminated by the Placement Agent by notification in writing to you at your office if at any time subsequent to the date hereof and at or prior to the Closing: (i) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the offering, sale and execution and delivery of the Obligations without registration thereof or obligations of the general character of the Obligations is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (ii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the Town or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (iv) there shall have occurred a general suspension of trading on the New York Stock Exchange; (v) a general banking moratorium shall have been declared by the United States, State of New York, or the State authorities; (vi) there shall have occurred since the date of this Placement Contract any materially adverse change in the affairs or financial condition of the Town or (vii) the purchase of and payment for the Obligations on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

6. There shall be paid solely from the proceeds of the sale of the Obligations, upon or promptly after the Closing: (a) the cost, if any, of the preparation and printing of the Obligations; (b) the fees and disbursements of Special Counsel and of any other counsel or consultants retained by the Town and (c) the Fee. The Placement Agent shall be under no obligation to pay any expenses incident to this Placement Contract.

7. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the Town, and no other person shall acquire or have any right under or by virtue of this Placement Contract.

8. This Placement Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the Town and shall be valid and enforceable as of the time of such acceptance. This Placement Contract may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

9. This Placement Contract shall be governed by and construed in accordance with the law of the State. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the Town) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the Town hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Placement Contract and covenants that it shall take no action which would result in a violation of such Section.

10. **Regulatory Disclosure:** The Town is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that the Placement Agent will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Obligations issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Obligations, the parties understand and agree that the Placement Agent is serving as a placement agent for this transaction and is permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. The Town agrees that the Placement Agent will not be serving as the Town's financial advisor or acting as an agent or fiduciary for the Town and that the Town will be consulting with its own legal, financial and other advisors. This Placement Contract and relationship shall be executed, approved or acknowledged by the Town Council.

11. **Disclosures Required by MSRB Rule G-17 Concerning the Role of the Placement Agent:** Municipal Securities Rulemaking Board Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors. The Placement Agent's primary role is to place the Obligations directly with an investor or investors on behalf of the Town without first purchasing the Obligations, and the Placement Agent has financial and other interests that differ from those of the Town. Unlike a municipal advisor, the Placement Agent does not have a fiduciary duty to the Town under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Town without regard to its own financial

or other interests. The Placement Agent will review the official statement for the securities, if any, in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

12. If any provision of this Placement Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Placement Contract invalid, inoperative or unenforceable to any extent whatever.

13 This Placement Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

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Respectfully submitted,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

_____, Managing Director

ACCEPTED this ___ day of ____, 2015.

TOWN OF ORO VALLEY, ARIZONA

Finance Director

ATTEST:

Town Clerk

TOWN OF ORO VALLEY, ARIZONA
\$3,779,000, EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2015

Request for Private Financing Proposals – Proposed General Terms and Conditions

Terms/Definitions	Description
Issuer:	Town of Oro Valley, Arizona (the “Town”)
Estimated Amount:	\$3,779,000 (the “Obligations”)
Bank Qualified:	Yes
Purpose:	Refinancing of the outstanding Town of Oro Valley, Arizona, Excise Tax Revenue Obligations, Series 2005 (the “Obligations Being Refunded”) for the purpose of achieving savings. The proceeds of the 2005 obligations were used to acquire 23.7 acres for a municipal services center for the Town and construction thereof.
Financing Structure:	The Trustee (as defined herein) will be authorized to execute and deliver the Obligations to the bidder providing the successful proposal (the “Purchaser”) pursuant to the provisions of a trust agreement (the “Trust Agreement”) approved by a resolution expected to be adopted by the Town Council on October 21, 2015 (subject to change) (the “Authorizing Resolution”). The Obligations evidence proportionate interests in payments (the “Payments”) and prepayments to be made by the Town pursuant to an agreement (the “Agreement”) between the Town and the Trustee, as approved by the Authorizing Resolution.
Security and Source of Repayment:	<p>The Obligations will be special revenue obligations of the Town, payable solely from Payments to be paid by the Town to the Trustee under the Agreement, certain amounts from time to time deposited in the funds created under the Trust Agreement and investment earnings on such funds (except for any investment earnings required to be rebated to the United States). The Payments to be made by the Town will be secured by a pledge of the Town on its Excise Taxes. “Excise Taxes” means all unrestricted excise, transaction, franchise, privilege and business taxes, state-shared sales and income taxes, fees for licenses and permits, fines, bed and rental taxes, and state revenue-sharing, now or hereafter validly imposed by the Town or contributed, allocated and paid over to the Town and not earmarked by the contributor for a contrary or inconsistent purpose. Revenues generated by the Town from development impact fees and revenues received by the Town from vehicle license taxes charged by the State of Arizona will not be deemed Excise Taxes for purposes of the Agreement and Trust Agreement. Pursuant to Ordinance No. (O)14-17, the Town imposed an additional 0.5% transaction privilege tax to fund the needs of the Town’s Community and Recreation Center. The revenues generated by the additional 0.5% transaction privilege tax will not be deemed Excise Taxes for purposes of the Agreement and Trust Agreement. The Town may impose taxes for restricted purposes the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Agreement.</p> <p>The pledge of Excise Taxes under the Agreement is on a parity with the pledge of the Excise Taxes to payments due on or with respect to the outstanding Parity Obligations (as defined herein).</p> <p>See Estimated Debt Service Requirements and Projected Coverage table attached hereto.</p>
Proposed Rate and Additional Debt Covenants:	The Town will impose Excise Taxes (which it presently imposes) in each fiscal year so that the amount of Excise Taxes, all within and for the next preceding fiscal year of the Town, shall be equal to at least 2.0 times the total debt service requirements in the current fiscal year for all Outstanding Parity Obligations (as defined in the Trust Agreement). If receipts for any fiscal year do not equal 2.0 times such debt service requirements for such succeeding fiscal year, or if the current year’s receipts will not be sufficient to meet such year’s debt service requirements, the Town will, to the extent permitted by law, either impose new Excise Taxes or increase the rates of such taxes currently imposed in order that (i) the current fiscal year’s receipts will be sufficient to meet the current year’s debt service requirements and (ii) the then current fiscal year’s receipts will be equal to at least 2.0 times the next succeeding year’s debt service requirements. In the event any additional Parity Obligations on parity with the Obligations are issued in the future (“Additional Parity Obligations”), Excise Taxes for the fiscal year preceding the issuance shall be at least 2.0 times the highest aggregate annual payments to become due for proposed Additional Parity Obligations, the Obligations and any Parity Obligations.

Terms/Definitions	Description
Trustee:	To be determined.
Outstanding Bonds and Obligations Secured by Excise Taxes:	\$15,380,000 aggregate principal amount outstanding of Town of Oro Valley Municipal Property Corporation, Excise Tax Revenue Refunding Bonds, Series 2007; \$1,780,000 aggregate principal amount outstanding of Town Excise Tax Revenue Obligations, Series 2010 (Federally Taxable – New Clean Renewable Energy Bonds – Direct Payment); \$2,180,000 Town Excise Tax Revenue Obligations, Series 2012; and \$3,960,000 aggregate principal amount outstanding of Excise Tax Revenue Refunding Obligations, Series 2013 (collectively, the “Parity Obligations”).
Credit Rating:	None. Note: The Town’s Excise Tax Secured Rating is “AA-” by S&P (see attached). This is for information purposes only. The Town will not apply for a credit rating in connection with the Obligations.
Proposed Payment Structure:	Serial obligations with fixed annual principal beginning July 1, 2016 and semi-annual interest beginning January 1, 2016. See attached for proposed principal payment schedule.
Proposed Optional/Mandatory Prepayment for Obligations:	Bidders’ option; provided that any mandatory prepayment shall not create a schedule of principal payments materially different from the schedule attached as the Estimated Debt Service Requirements and Projected Coverage.
Additional Terms and Conditions:	Any requested deviation from the terms and conditions in this Term Sheet or the Legal Documents shall be expressly set forth in the proposal and the Town reserves the right to reject a bid based on any deviation in its sole discretion.
Special Counsel:	Gust Rosenfeld P.L.C.; contact: Scott Ruby, Esq., (602) 257-7432 / swruby@gustlaw.com ; Tim Stratton, Esq., (602) 257-7465 / tstratton@gustlaw.com ; Zach Sakas, Esq., (602) 257-7439 / zsakas@gustlaw.com .
Legal Documents:	To be provided by the Town’s Special Counsel, Gust Rosenfeld P.L.C. (copies attached). The finalized documents will reflect the terms of the Obligations as of closing.
Placement Agent:	Stifel, Nicolaus & Company, Incorporated (“Stifel”); contact: Mark Reader, (602) 794-4011 / mreader@stifel.com or Jack Leeper, (602) 794-4052 / jleeper@stifel.com .
Proposals Due (via e-mail):	Tuesday, October 20, 2015, at 2:30 PM (MST/AZ Time) (E-mail copies to submitted to Stifel). Please direct questions to Stifel (Mark Reader or Jack Leeper).
Closing Date:	November 2, 2015 (subject to change).
Proposal Award:	The Town reserves the right to reject any or all proposals and submit future requests for proposals depending on results, among other factors and reserves the right to issue the Obligations in a public offering.

The Bidder acknowledges receipt and acceptance of the transaction documents pertaining to the refinancing.

Signed by:

Title: _____

Date: _____

TOWN OF ORO VALLEY, ARIZONA

PRELIMINARY MATURITY SCHEDULE

\$3,779,000 (subject to change)
EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2015

<u>Maturity Date (July 1)</u>	<u>Principal</u>
2016	\$ 68,000
2017	376,000
2018	386,000
2019	396,000
2020	401,000
2021	410,000
2022	420,000
2023	433,000
2024	441,000
2025	448,000
	<u>\$3,779,000</u>

Average Life: 5.72 years

Special Recall Election Notice

A special recall election is scheduled to be held in the Town on November 3, 2015. The special recall election will allow qualified voters of the Town to elect a mayor and three councilmembers. The special recall election does not affect the Obligations or the Town's pledge of the Excise Taxes for the Payments.

ESTIMATED DEBT SERVICE REQUIREMENTS AND PROJECTED COVERAGE
(Subject to change)

Fiscal Year	Pledged Excise Taxes (a)	Net Outstanding Debt Service (b)(c)	The Obligations		Estimated Combined Debt Service	Projected Excise Tax Debt Service Coverage (e)
			Principal	Estimated Interest (d)		
2014/15	\$ 25,608,000					
2015/16		\$ 2,852,800	\$ 68,000	\$ 56,213	\$ 2,977,013	8.60x
2016/17		2,859,759	376,000	83,498	3,319,257	7.71x
2017/18		2,847,748	386,000	75,038	3,308,786	7.74x
2018/19		2,843,169	396,000	66,353	3,305,522	7.75x
2019/20		3,285,878	401,000	57,443	3,744,321	6.84x
2020/21		2,397,118	410,000	48,420	2,855,538	
2021/22		2,398,692	420,000	39,195	2,857,887	
2022/23		2,386,132	433,000	29,745	2,848,877	
2023/24		2,379,060	441,000	20,003	2,840,062	
2024/25		2,384,288	448,000	10,080	2,842,368	
2025/26		2,445,176			2,445,176	
2026/27		404,124			404,124	
		<u>\$ 29,483,945</u>	<u>\$ 3,779,000</u>			

- (a) Represents the actual but unaudited Excise Tax collections for fiscal year 2014/15.
- (b) Net of the Obligations Being Refunded.
- (c) Represents outstanding gross debt service on the Parity Obligations. Interest is without reduction for the federal interest subsidy payments related to the 2010 Obligations.
- (d) The first interest payment on the Obligations will be due on January 1, 2016. Thereafter, interest payments will be made semiannually on July 1 and January 1 until the final maturity or prior redemption of the Obligations.
- (e) Projected coverage is determined using pledged fiscal year 2014/15 actual but unaudited Excise Tax collections.

TOWN SALES AND FRANCHISE TAX COLLECTIONS (a)
BY INDUSTRY CLASSIFICATION
(\$000s omitted)

Industry Classification	Actual					Estimated
	Fiscal Year 2009/10	Fiscal Year 2010/11	Fiscal Year 2011/12	Fiscal Year 2012/13	Fiscal Year 2013/14	Fiscal Year 2014/15 (b)*
Construction	\$ 2,110	\$ 1,707	\$ 1,738	\$ 2,842	\$ 3,338	\$ 3,198
Manufacturing	230	266	258	258	257	137
Transportation, communication and utilities (c)	1,554	1,534	2,450	2,785	2,959	3,059
Wholesale trade	75	93	106	110	103	118
Retail trade	4,544	4,720	4,925	5,153	5,243	5,471
Restaurant, bars and lodging	2,283	2,314	2,314	2,164	2,761	2,693
Finance, insurance and real estate	381	324	333	335	75	262
Services	378	417	456	456	529	575
All other	627	102	103	75	60	109
Cable franchise tax	509	515	525	540	572	582
Total	<u>\$ 12,691</u>	<u>\$ 11,992</u>	<u>\$ 13,208</u>	<u>\$ 14,718</u>	<u>\$ 15,897</u>	<u>\$ 16,204</u>

* The Town of Oro Valley adopted Ordinance No. (O)14-17 on December 17, 2014 increasing the local transaction privilege tax (TPT) rate from 2% to 2.5% in various tax categories effective as of March 1, 2015. The revenues generated by this 0.5% tax increase are dedicated by Ordinance to fund the operations of the Town of Oro Valley Community and Recreation Center and are, therefore, excluded from the totals in the FY 2014/15 column above.

- (a) Figures are presented on the cash basis of accounting per the Arizona Department of Revenue Standard Industry Summary Local Taxes Collection Reports for all classifications except cable franchise. Cable franchise taxes are presented on the modified accrual basis of accounting.
- (b) Estimated and budgeted figures provided by the Town. **Such figures are unaudited, “forward-looking” statements and should be analyzed with an abundance of caution and are not intended as statements or representations of fact or certainty; no representation is made as to the correctness of such estimates or that they will be realized. SUCH FIGURES MUST BE VIEWED WITH AN ABUNDANCE OF CAUTION.** Actual figures may vary significantly from figures shown here.
- (c) Includes increase in utilities tax to 4.0%, effective August 1, 2011.

Source: Finance Department of the Town.

HISTORICAL AND PROJECTED EXCISE TAX COLLECTIONS (a)

Category	Audited					Est. Actual	Budgeted
	Fiscal Year						
	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15 (b)*	2015/16 (b)*
Town sales and Franchise Taxes (c)	\$ 12,553	\$ 11,576	\$ 12,182	\$ 13,253	\$ 13,617	\$ 15,219	\$ 15,351
Licenses and permits	1,055	1,013	1,138	1,746	2,069	1,528	1,764
Fines	202	196	213	202	198	148	120
State-Shared Sales Taxes	2,899	3,024	3,205	3,357	3,570	3,748	3,772
State-Shared Income Taxes	5,087	3,835	3,461	4,189	4,571	4,965	4,938
Total	\$ 21,797	\$ 19,644	\$ 20,199	\$ 22,747	\$ 24,025	\$ 25,608	\$ 25,945

* The Town of Oro Valley adopted Ordinance No. (O)14-17 on December 17, 2014 increasing the local transaction privilege tax (TPT) rate from 2% to 2.5% in various tax categories effective as of March 1, 2015. The revenues generated by this 0.5% tax increase are dedicated by Ordinance to fund the operations of the Town of Oro Valley Community and Recreation Center and are, therefore, excluded from the totals in the FY 2014/15 and FY 2015/16 columns above.

- (a) Figures are presented on the cash basis of accounting per the Arizona Department of Revenue Standard Industry Summary Local Taxes Collection Reports for all classifications except cable franchise. Cable franchise taxes are presented on the modified accrual basis of accounting.
- (b) Estimated and budgeted figures provided by the Town. **Such figures are unaudited, “forward-looking” statements and should be analyzed with an abundance of caution and are not intended as statements or representations of fact or certainty; no representation is made as to the correctness of such estimates or that they will be realized. SUCH FIGURES MUST BE VIEWED WITH AN ABUNDANCE OF CAUTION.** Actual figures may vary significantly from figures shown here.
- (c) Includes one-time sales tax audit recovery revenues.

Source: Finance Department of the Town.

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN GENERAL FUND BALANCE

	Audited					Estimated 2014/15 (a)	Budgeted 2015/16 (a)(b)
	2009/10	2010/11	2011/12	2012/13	2013/14		
FUND BALANCE AT BEGINNING OF YEAR	\$ 15,940,438	\$ 11,904,429	\$ 11,007,138	\$ 11,401,649	\$ 13,137,105	\$ 11,534,023	\$ 10,151,872
REVENUES							
Taxes (includes franchise taxes)	\$ 12,552,869	\$ 11,575,674	\$ 12,182,009	\$ 13,253,254	\$ 13,616,721	\$ 15,219,064	\$ 15,350,654
Intergovernmental grants and aid	10,725,866	9,960,865	9,968,445	11,120,347	11,544,290	12,456,455	12,519,376
Fines and forfeitures	202,144	195,993	212,922	202,035	198,084	148,050	120,000
Licenses and permits	1,055,270	1,013,392	1,138,348	1,745,974	2,069,443	1,528,483	1,764,000
Charges for services	913,638	875,881	1,209,814	1,400,745	1,720,689	1,991,810	1,873,834
Contributions and donations	59	15,000	995	-	-	-	-
Investment earnings	62,200	29,305	159,182	205,634	197,753	168,723	94,400
Other	183,552	255,605	214,052	207,879	165,119	226,646	135,000
TOTAL REVENUES	\$ 25,695,598	\$ 23,921,715	\$ 25,085,767	\$ 28,135,868	\$ 29,512,099	\$ 31,739,231	\$ 31,857,264
ADJUSTMENTS							
Operating transfer in	\$ -	\$ 616,338	\$ 318,426	\$ 106,629	\$ 185,000	\$ 185,000	\$ 305,000
Operating transfer out	(4,183,686)	(178,682)	(185,240)	(1,345,324)	(3,260,729)	(3,970,965)	(1,706,810)
TOTAL FUNDS AVAILABLE FOR EXPENDITURES	\$ 37,452,350	\$ 36,263,800	\$ 36,226,091	\$ 38,298,822	\$ 39,573,475	\$ 39,487,289	\$ 40,607,326
EXPENDITURES							
Current							
General government	\$ 8,912,829	\$ 9,415,109	\$ 8,974,197	\$ 8,825,094	\$ 10,127,193	\$ 10,080,429	\$ 10,391,672
Public safety	12,919,307	11,784,077	11,874,887	12,276,845	13,393,183	14,656,874	15,194,016
Highway and streets	-	-	572,827	1,069,458	1,275,093	1,393,706	1,433,547
Culture and recreation	3,157,369	3,031,520	2,954,549	2,468,129	2,445,131	2,865,471	2,808,988
Capital outlay	558,416	1,025,956	447,982	522,191	798,852	338,937	537,710
TOTAL EXPENDITURES	\$ 25,547,921	\$ 25,256,662	\$ 24,824,442	\$ 25,161,717	\$ 28,039,452	\$ 29,335,417	\$ 30,365,933
FUND BALANCE AT END OF YEAR	\$ 11,904,429	\$ 11,007,138	\$ 11,401,649	\$ 13,137,105	\$ 11,534,023	\$ 10,151,872	\$ 10,241,393

- (a) Although these figures are taken from audited financial statements, this table has not been audited.
- (b) Estimated and budgeted figures provided by the Town. **Such figures are unaudited, “forward-looking” statements and should be analyzed with an abundance of caution and are not intended as statements or representations of fact or certainty; no representation is made as to the correctness of such estimates or that they will be realized. SUCH FIGURES MUST BE VIEWED WITH AN ABUNDANCE OF CAUTION.** Actual figures may vary significantly from figures shown here.

Source: The Finance Department of the Town.

Underwriter Exclusion Disclosure

Stifel, Nicolaus & Company, Incorporated (“Stifel”) has been engaged or appointed to serve as an underwriter or placement agent with respect to a particular issuance of municipal securities to which the attached material relates and Stifel is providing all information and advice contained in the attached material in its capacity as underwriter or placement agent for that particular issuance. As outlined in the SEC’s Municipal Advisor Rule, Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the engagement.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm’s- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its’ own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not be relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

TOWN OF ORO VALLEY, ARIZONA
 \$3,900,000 (est), EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2015
 PRIVATE PLACEMENT FINANCING CALENDAR

Date	Event	Responsibility
Completed	Preliminary refunding analysis (subject to final rates and terms and conditions) reviewed with Town Finance Director.	Town, Stifel, GR
Completed	Draft Resolution and legal documents distributed for review and comments, including Conditional Call notice.	GR
Completed	Draft Term Sheet forwarded to team for Due Diligence conference call and review. Due Diligence conference call to be scheduled.	All Parties
September 28 th	Term Sheet Bid package, including substantially final resolution and legal documents forwarded to various financial institutions for consideration.	Town, Stifel
Completed	<u>Conditional Call Notices sent by Trustee</u> (no less than 30 days prior to redemption of the 2005 Obligations). GR and Trustee to communicate.	Trustee, GR, BNY
October 7 th	Final Resolution, legal documents and financial analysis due to the Town for purposes of the October 21 st Town Council meeting to approve Resolution.	Town, Stifel, GR
October 20 th	Bids due.	Stifel, Town
On or around October 21 st	Conference call to review bids, update cash flow and present value savings analysis and make recommendation for approval. Notify apparent winning bidder and move towards closing on November 2 nd (subject to change). Final legal documents forwarded to all team members for review.	Town, Stifel, GR
October 21 st	Town Council adopts Resolution approving substantially final legal documents which secure the 2015 Refunding Obligations and grants authority to the Town Manager and/or Finance Director to award the financing to the winning bidder, working closely with Stifel and Gust Rosenfeld.	Town, Stifel, GR [GR and Stifel to attend]
November 2 nd	Obligations closing.	All Parties

Town of Oro Valley, AZ Financing Team: TBD = _____ – Trustee, Registrar & Paying Agent

Town = Town of Oro Valley - Issuer

TOWN OF ORO VALLEY, ARIZONA
\$3,900,000 (est), EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2015
PRIVATE PLACEMENT FINANCING CALENDAR

GR = Gust Rosenfeld – Special Counsel
Stifel = Stifel – Placement Agent
FI = Financial Institution – TBD



Town Council Regular Session

Item # **1.**

Meeting Date: 10/21/2015

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

Department: Town Clerk's Office

Information

SUBJECT:

PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION REGARDING AN APPLICATION FOR A SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BENVENUTI RISTORANTE, LOCATED AT 12152 N. RANCHO VISTOSO BLVD. #C-160

RECOMMENDATION:

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

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

EXECUTIVE SUMMARY:

An application for a new Series 12 (Restaurant) Liquor License has been submitted by Owner Jeffrey Kubinski for Benvenuti Ristorante located at 12152 N. Rancho Vistoso Blvd #C-160.

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

BACKGROUND OR DETAILED INFORMATION:

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

In accordance with Section 4-201 of the Arizona Revised Statutes, the application was posted for 20 days on the premises of the applicant's property, ending October 6, 2015. No protests were received during this time period.

Police Chief Daniel Sharp completed a standard background check on Benvenuti Ristorante and Owner Jeffrey Kubinski. Chief Sharp has no objection to the approval of the Series 12 (Restaurant) License.

FISCAL IMPACT:

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

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

SUGGESTED MOTION:

I MOVE to (recommend or deny) approval of the issuance of a Series 12 Liquor License to the Arizona Department of Liquor Licenses and Control for Jeffrey Kubinski for Benvenuti Ristoranti, located at 12152 N. Rancho Vistoso Blvd. #C-160.

Attachments

Benvenuti Ristorante Series 12 Liquor License

DANIEL G. SHARP
CHIEF OF POLICE

TO: Mike Standish

FROM:  Daniel G. Sharp

DATE: September 29, 2015

RE: Background Investigation, Application for Liquor License
Benvenuti Restaurant
12152 N Rancho Vistoso Blvd #C 160

On September 29, 2015, the Oro Valley Police Department completed the standard background check on Benvenuti Restaurant and Owner/Agent Jeffrey Kubinski.

The Oro Valley Police Department has no objection for the issuance of a liquor license to Benvenuti Restaurant at 12152 N Rancho Vistoso Blvd #C 160.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

15 SEP 8 04P:16 PM 1 24

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

LICENSE #

12104390

1. Type of License: # 12 - RESTAURANT

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE

A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: KUBINSKI, JEREMY

2. Owner Name: BOCCACCIO RESTAURANT, LLC

3. Business Name: BENVENUTI RISTORANTE

4. Business Location Address: 12152 N. RANCHO VISTOSO BLVD. # C-160 VALLEY AZ 85755

5. Mailing Address: [Redacted]

6. Business Phone: () Peninsula Daytime Contact Phone: (520) 303-8894

7. Email Address: JEREMYKUBINSKI@gmail.com

8. Is the Business located within the incorporated limits of the above city or town? [X] Yes [] No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? [] Yes [X] No

If Yes, what City, Town or Tribal Reservation is this Business located in: N/A

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ N/A

Fees: 100.00 Application, 50.00 Site Inspection, 44.00 Finger Prints, 194.00 Total of All Fees
Accepted by: JB Date: 09-08-15 License #: 12104390

License Type: Series 12 Restaurant

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



Town Council Regular Session

Item # **2.**

Meeting Date: 10/21/2015
Requested by: Bayer Vella
Submitted By: Elisa Hamblin, Development Infrastructure Services
Department: Development Infrastructure Services

Information

SUBJECT:

UPDATE REGARDING WORK OF THE YOUR VOICE, OUR FUTURE PROJECT AND PROGRESS MADE TOWARDS TENTATIVE ADOPTION OF A DRAFT GENERAL PLAN

RECOMMENDATION:

On October 20, 2015, the Planning and Zoning Commission will forward a recommendation to the Town Council on tentative adoption of the 90% Draft Plan.

EXECUTIVE SUMMARY:

The purpose of this agenda item is to review the progress of the *Your Voice, Our Future* project, and to discuss the latest plan draft. Under the guidance of the three resident committees and with the input of community members and stakeholders, the Recommended Draft (90% Completion) (Attachment 1) is now ready for review.

The plan will also be discussed at a public hearing, scheduled for the November 4 Town Council meeting. At that time, Town Council will be asked to endorse the *Your Voice* committee work and tentatively adopt the 90% Draft Plan.

BACKGROUND OR DETAILED INFORMATION:

Discussion

The *Your Voice, Our Future* project launched in September 2013 with the goal of updating the Town's long-range community plan, also known as a general plan. From the beginning, this project has aimed to be guided by and acted upon by members of the community. A Public Participation Plan outlined robust methods for engaging a broad cross-section of the community. Phase 1 - "Let's talk," utilized various tools to reach people at home as well as where they work, shop and recreate. The result was the Vision and Guiding Principles which served as the foundation for Phase 2.

As part of Phase 2 - "Let's think," the *Your Voice* committees, comprised of residents, built the community's plan. They shaped goals and policies, resulting in a plan of action that reflects the community's voice. All of the committee work was completed within the context of the community's Vision and Guiding Principles.

The work of the *Your Voice* committees has resulted in the Recommended Draft Plan (90% Completion). This plan includes many topic areas and includes goals, policies and actions, which will impact many aspects of the community. The plan was formally discussed at public hearings of the Planning & Zoning Commission in October. A public hearing will also be held at the Town Council meeting on November 4.

The plan will be presented to the community as part of a public education campaign in 2016, with final recommendation from the Planning and Zoning Commission, and final adoption from the Town Council scheduled for early fall 2016. The final plan will then be presented to voters for ratification in November 2016.

Background

Phase 1 “Let’s talk”

Before any work began on the *Your Voice, Our Future* project, a plan for how to engage and reach members of the community was crafted. The Public Participation Plan (PPP) was reviewed by the Planning and Zoning Commission and Town Council in the spring 2013. This plan for community outreach, developed by Town residents, was formally adopted by the Town Council on May 1, 2013.



The PPP has served as the “To do” list throughout the first two phases of the project. Directives in the PPP range from “provide practical, clear and compelling information that directly relates the General Plan to residents’ lives” to “go to the community; do not solely rely on the public to attend large forums.”

The PPP also includes specific outreach methods and lists of community stakeholders to include in the effort. In order to routinely assess and report on the efforts in reaching the community, a progress report of outreach efforts during Phase 2 is included with this item (Attachment 2). This progress report includes a full range of efforts as part of this phase, including emails, meetings, events, advertisements and other methods that have proven successful in engaging the community with the plan. A similar progress report was provided to the Town Council at the end of Phase 1.

In order to maximize participation, four different survey methods were employed over Phase 1 “Let’s Talk,” which included telephone, event, online and paper surveys. The results of all of the community’s voices were formed into a big picture statement or vision about Oro Valley’s future. It answers the question, “What should Oro Valley be like in 10 years and beyond?” The Vision is further defined through 12 Guiding Principles. They both work together to illustrate the things that matter most to the majority of participants. In essence, the Vision and Guiding Principles created a framework, developed by residents, for staff and the *Your Voice* committees to use in Phase 2.

Phase 2 “Let’s think”

Participants for the three *Your Voice* committees were recruited through an open application process and

were placed on committees based on their experience, background and a need for balance. The committee members have cooperatively worked within the framework of the Vision and Guiding Principles.

The *Your Voice* Environment Committee was the first group to meet (September through December 2014). This group was to review goal and policy proposals related to: open space and natural resources conservation, water resources, archaeological and historic resources, environmental planning, and sustainability/energy.

The *Your Voice* Community Committee was the second group to meet (December 2014 through March 2015). This group was to review goal and policy proposals related to: economic development, public facilities, services and safety, arts and culture, and parks and recreation.

The *Your Voice* Development Committee was the third and final group to meet (January through April 2015). This group was to review goal and policy proposals related to: land use, community design, cost of development, growth areas, infrastructure and transportation. They also reviewed the future land use map and made suggested revisions. Additionally, a sub-committee was formed to review the thresholds, criteria and process for General Plan amendment requests.



During their meetings, committee members reviewed background information, discussed various issues, and made recommendations. They completed their work by using a workbook designed for the needs of their respective committee. All three workbooks were initially grouped together to form the first draft of the plan (30% Completion). The committees then met to review this version.

Two 'All-Committee' meetings were held jointly with members from all three committees. The first meeting was held in May. With direction from that review, the project team compiled a "Public Review Draft" (60% Completion) for community and stakeholder review. A state-required 60-day review period was held over the summer, including the required distribution and review by the Planning & Zoning Commission. The second All-Committee meeting was held in August, where they deliberated on over 150 individual topics brought forward during the summer review period.

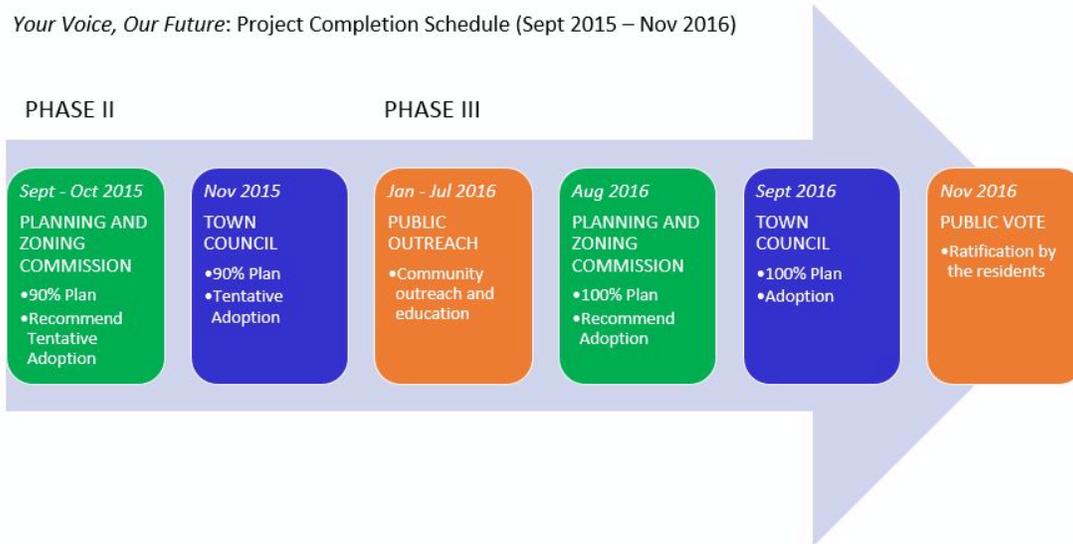
The purpose of both of the All-Committee meetings was to allow open dialogue and problem-solving on all aspects of the plan. They were set up for discussion on large issues requiring the input of all committee members first. During the second half of each meeting, the committees were divided up to discuss issues relevant for their specific topic area. The overall aim of these meetings was to get final direction on the compilation of the plan, which represents the work of three committees.

The project is now at the end of Phase 2, with the result of the *Your Voice* Committees work being the Recommended Draft (90% Completion). This draft version is now before the Town Council for review and tentative adoption.

Next Steps

Following Town Council action in November, an extensive public outreach and awareness campaign will commence as part of Phase 3 of the project. Planning for this phase will be focused on identifying effective ways to further raise awareness of the *Your Voice, Our Future* plan draft.

Your Voice, Our Future: Project Completion Schedule (Sept 2015 – Nov 2016)



After the majority of public outreach has concluded in the first half of 2016, the Final Plan (100% Completion) will return to the Planning and Zoning Commission for final recommendation, then to the Town Council for final adoption. This will likely occur in early fall of 2016. All of the efforts of Phase 3 will lead to the public vote in November 2016.

Conclusion

Considerable progress has been made; however, there is still more work to be done. The project is at an important milestone, where the culmination of work by committee, community and Town board and commission members has come together in the Recommended Draft.

The *Your Voice, Our Future* Plan will be successful if there is a strong alignment between the community-inspired Vision and Guiding Principles, the work of the *Your Voice* committees and the work of the Planning and Zoning Commission and Town Council. This alignment is necessary to build a community-owned General Plan, reach a successful vote and proceed with measures to address the actions and implementation of the plan thereafter.

The action requested by Town Council in November is within the 10 year time frame as required by state law. In the fall 2016, the plan will proceed with final recommendation and adoption before being presented to voters for ratification in November 2016.

FISCAL IMPACT:

At this juncture, the 90% Draft Plan does not have an immediate fiscal impact. As a result of the this plan, detailed planning on specific topics will be required in the future.

SUGGESTED MOTION:

No action is requested at this time. The purpose of this meeting is to review project progress and to discuss the *Your Voice, Our Future* Recommended Draft (90% Completion) with the Town Council. At the upcoming November 4 meeting, action to tentatively adopt the plan will be requested.

Attachments

YVOF_90%Plan

YVOF_ProgressRpt

OUR FUTURE

YOUR VOICE

GENERAL PLAN FOR THE TOWN OF ORO VALLEY, ARIZONA
RECOMMENDED DRAFT: SEPTEMBER 2015

(90% COMPLETION)

Planning Oro Valley Together





YourVoiceOV.com

YourVoiceOV@orovalleyaz.gov | 520.229.4800

Town of Oro Valley, Arizona

11000 North La Cañada Drive | Oro Valley, Arizona 85737

THANK YOU!

The Town of Oro Valley wishes to recognize all the residents who participated and generously offered their time and expertise as part of this project – it wouldn't have been possible without them!

Community Committee (Dec. 2014 - Mar. 2015)

Hannah Arellano
Sue Bishop
Jennifer Bott
Don Bristow
Dick Eggerding
Thomas Gribb
Charles Huang
Marilyn Lane
Doug McKee
David Perry
Pete Schwarz
Brianna Spaeth
Laura Wheelwright
Joseph Winfield
Cathy Workman

Environment Committee (Sep. - Dec. 2014)

Robyn Basken
Helen Dankwerth
Rick Davis
Michael DeSantis
Jack Evert
Tim Falter
Ellen Guyer
Robert Milkey
John Scheuring
Casey Streuber
Pat Spoerl
Robert Swope
Frederick Wayand

Development Committee (Jan. - Apr. 2015)

Bill Adler
Anne Breen
Diane Bristow
Mary Caswell
Don Cox
Kit Donley
Barry Gillaspie
Steve Huffman
Bill Leedy
Stephen Roach
Michael Schoeppach
ShoYoung Shin
John Spiker
Mike Stankiewicz
Brooke Trentlage

Volunteers (Community Outreach)

Bill Adler
Joyce Cao
Mary Caswell
Don Chatfield
Allison Cooper
Don Cox
Helen Dankwerth
Dick Eggerding
Ellen Guyer
Stephen Roach
Bill Rodman
Michael Schoeppach
(Additional names to be added)

Communications Advisory Committee (Aug - Sep. 2013)

Bill Adler
David Adler
Joyce Cao
Allison Cooper
Helen Dankwerth
Ellen Guyer
David Perry
Michael Schoeppach
Tristan Schrader
Michael Szolowicz

General Plan Scoping Committee (Jan. - Mar. 2013)

Bill Adler
David Adler
Don Cox
Helen Dankwerth
Dick Eggerding
Ellen Guyer
Hal Linton
Stephen Roach
Bill Rodman
Dino Sakellar
John Scheuring
Michael Schoeppach
Robert Swope
Clifton Wickstrom

Town Council

Joe Hornat
Mike Zinkin
Mayor Satish I. Hiremath, D.D.S.
Vice Mayor Lou Waters
Brendan Burns
William Garner
Mary Snider

Your Voice Oversight Committee:

Joe Hornat
Mike Zinkin

Planning and Zoning Commission

Chair William Rodman
Melanie Barrett
Don Cox
Thomas Drzazgowski
Greg Hitt
Charlie Hurt
Bill Leedy
Frank Pitts



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Foreword

We, the residents of Oro Valley, Arizona, have inspired and created this *Your Voice, Our Future* General Plan for the future of the community. When voters approve it, this Plan will guide Oro Valley residents, stakeholders, staff, and elected and appointed officials in making the decisions that affect us all.

Your Voice, Our Future contains shared goals, and the policies and actions to reach those goals. Many of the actions will move forward through careful planning and use of existing resources. Some actions will move forward when funds become available. The community needs to have conversations about funding in order to meet the shared goals outlined here.

Your Voice, Our Future was created from many voices coming together with a clear vision for the future. It will be up to all of us to make it “live.”



Final Community Approval *Your Voice, Our Future*

Voter Ratification
Nov. 2016
Proposition #

Residents Getting to Work (*Your Voice* Committees and other public meetings)

2013: Sep. 26
2014: Jan. 11, 18; Feb. 1; Aug. 27; Sep. 12, 15, 23; Oct. 3, 8, 22;
Nov. 4, 17; Dec. 4, 9, 16, 18
2015: Jan. 8, 14, 22, 28; Feb. 2, 5, 12, 17, 19, 23, 25;
Mar. 2, 5, 10, 12, 19, 25; Apr. 8; May 7; Aug. 18
2016: TBD

Briefings, Hearings and Actions: Mayor and Council

Public Participation Plan – May 1, 2013
Survey Data – Nov. 20, 2013
Vision and Guiding Principles – May 7, 2014
Readiness of Draft Plan for public vote – Nov. 4, 2015

Briefings, Hearings and Actions: Planning and Zoning Commission

Public Participation Plan – Apr. 2, 2013
Survey Data and Project Update – Dec. 3, 2013
Vision and Guiding Principles – Apr. 10, 2014
Project Update – Feb. 3, 2015
Readiness of Draft Plan for public vote
– Sep. 15, Oct. 6, Oct. 20, 2015

The *Your Voice* team also had a presence at numerous other community events and meetings. For a summary of public participation efforts, please see Appendix 8.5.



1. INTRODUCTION

1.1. ORO VALLEY, ARIZONA

Oro Valley, with its scenic natural environment and spectacular views, has been a desirable place to live since prehistoric times. Today, we are a thriving community of more than 41,000 residents with a reputation as a friendly and safe place to live, raise a family and retire. We know first rate economic and lifestyle opportunities, educational facilities and abundant outdoor recreation areas will continue to attract people seeking a high quality of life. In addition, visitors come to experience the unique Sonoran Desert and to enjoy Oro Valley's active lifestyle, resorts and cultural offerings. Oro Valley's reputation as a regional center for the biotech industry draws employees and businesses. All of this presents our community with many decisions that must be made to determine what it will look and feel like to live, work, play and do business here in the future.



1.2. WHY PLAN?

We, the residents of Oro Valley, treasure this unique place. There is a strong community feeling and great appreciation for the beautiful environment in which we all live. Planning has always been important, but as the Oro Valley community continues to grow in size and diversity, planning for our shared future is more important than ever.

Arizona state law requires all cities, towns and counties in Arizona to have an updated General Plan every 10 years that is approved by voters. This Plan is to be used as a guide in making decisions, both immediate and in the future, about such things as community improvements, land use and services.

Oro Valley has changed since the last General Plan in 2005. The population has changed significantly and there is no longer a “typical” Oro Valley resident. Oro Valley’s new Plan, named the *Your Voice, Our Future* project, helps us understand these changes and move forward making the best decisions we can as a community. The Plan was created by committees made up of residents, with abundant input from across the community. It clearly outlines what is important to us, in order to set shared goals and make good decisions.

1.3. CREATING THE PLAN

From the start, the *Your Voice, Our Future* project has been a community effort. A Public Participation Plan was created in May 2013 to make sure that residents had many different ways to have a voice in the process. As a result, creating this Plan has involved everyone, including families and youth. Resident volunteers carried the process out into the community. Because the support of residents is so important to the success of this Plan and our community, our efforts as a community have gone far beyond what the state requires for public participation.



The Public Participation Plan followed these must-do's that were created by Oro Valley residents to address community-wide values and needs:

- Be open, honest and transparent and include everyone.
- Make sure involvement is convenient for residents.
- Make plans and decisions that are important to the voters.
- Include all groups within the community.
- Monitor progress and success and make changes when necessary.
- Show public's impact in decisions about the document.

Everything about the *Your Voice, Our Future* project was made to be clear and open and to show the potential for Oro Valley's quality of life. It was designed to answer the question "Why should this matter to me?" Social media tools, small group gatherings in convenient locations and several types of surveys were used to get as many contributions from residents as possible. Throughout the public involvement process, residents were encouraged to come together to face challenges with confidence and a common sense of purpose.

Public Participation

Because the *Your Voice, Our Future* project was directly developed by residents, it isn't possible to name the hundreds of people who volunteered to be a part of the project. Whether participants attended meetings, filled out surveys or visited the YourVoiceOV.com website, the project has truly benefited from everyone who supported it. This 2015 Plan includes our shared vision and direction to ensure the future of this special community. Information about meetings, events and outreach methods can be found in Appendix 8.5 of this document.

The three-year, *Your Voice, Our Future* project includes the following key phases:

Phase 1 – Let’s talk!

September 2013 – May 2014

Oro Valley residents and stakeholders established priorities through open conversations. Many events and outreach efforts provided the opportunity to discuss, debate and listen to one another to gain common understanding. The aim was to bring many voices together.

The results were formed into a big-picture vision statement about Oro Valley’s future. It answers the question, “*What should Oro Valley be like in 10 years and beyond?*” The Vision is further defined through twelve Guiding Principles that illustrate what matters most to our community.

The community’s Vision and Guiding Principles were endorsed by the Town Council on May 7, 2014 and set the stage to build a long-range plan of action.

Phase 2 – Let’s think!

June 2014 – November 2015

Residents and stakeholders came together to create specific goals and polices for the future. The aim was to understand our community’s concerns and aspirations; clarify goals and policies; and address needs, preferences and trends. The product is a draft Plan which includes goals, policies and actions reflecting our community values and aspirations from Phase 1. *Editor’s note: this section will be edited upon completion of this phase.*

Phase 3 – Do it! Make it so!

December 2015 – November 2016

The draft of *Your Voice, Our Future* will be presented to the community. The aim is to show how the document, created by Oro Valley residents, reflects our community’s direction and to spark additional discussion. The draft will be modified to ensure community acceptance and sound planning. Voters will be encouraged to participate in an election on the *Your Voice, Our Future* General Plan in November of 2016. *Editor’s note: this section will be edited upon completion of this phase.*



VISION AND GUIDING PRINCIPLES

The Vision and Guiding Principles serve as the foundation for the rest of the Plan. They represent the desires of our community as comprehensively and inclusively as possible. During the **Your Voice** Committee process, community members frequently had to balance multiple desires which sometimes contradicted one another. Overall, the goals, policies and actions contained in this Plan represent the best effort to follow the Vision and Guiding Principles while **balancing priorities** for the overall betterment of our community.

ORO VALLEY'S VISION FOR THE FUTURE

Oro Valley strives to be a well-managed community that provides all residents with opportunities for quality living. Oro Valley will keep its friendly, small-town character, while increasing services, employment and recreation. The Town's lifestyle continues to be defined by a strong sense of community, a high regard for public safety and an extraordinary natural environment and scenic views.

Focus on community safety and maintain low crime

- Low crime
- Safe streets, neighborhoods and schools
- Quick emergency response times and one-on-one interactions with residents
- Crime prevention programs
- Disaster planning and homeland security preparedness

Preserve the scenic beauty and environment

- Desert and mountain views
- Desert climate and environment
- Wildlife and vegetation
- Open space

Keep the unique community identity as a special place

- Small-town feel
- Nice place to live
- Quiet, delightful, laid back and peaceful
- Friendly and neighborly people
- Clean and well kept
- Forward-thinking
- Built environment sets OV apart

Create a complete community with a broad range of shopping, dining and places to gather

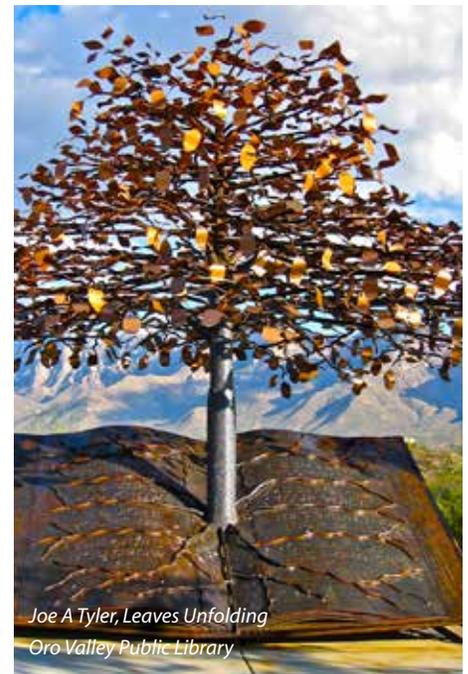
- Increase shopping opportunities, services and restaurants
- Provide more services nearby
- Good place to open a business
- Downtown or central gathering area

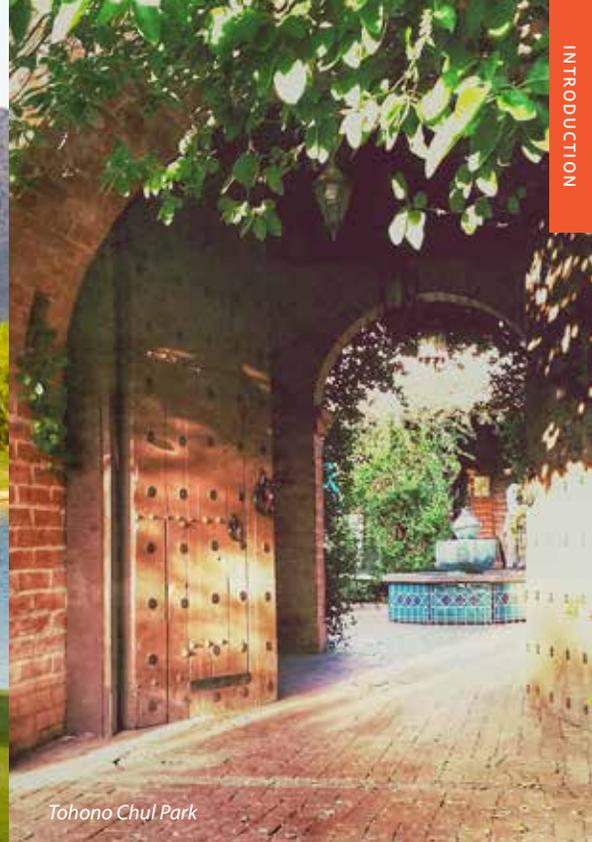
Minimize traffic and increase ways to get around Town

- Improve traffic flow on Oracle Road and develop alternate routes
- Maintain good roads
- Provide more sidewalks and bike lanes
- Increase public transportation

Manage how we grow and maintain high design standards

- Keep small-town feel
- Concern about rapid growth
- Current rate of growth is "about right"
- Increase commercial services and employment opportunities
- Grow by adding new areas to Town limits
- Quality of built environment sets OV apart





Tohono Chul Park

Grow the number of high quality employment opportunities

- Health and medical research industries
- Educational institutions
- Research/technical parks
- Visitor and tourist attractions
- Light industry
- Professional office complexes

Keep Oro Valley a family-friendly community

- Low crime and safe
- Parks, hiking, recreation and swimming pool access
- Good schools
- Family entertainment
- Activities for all ages
- Opportunities to interact with all ages
- Attract young professionals

Support and build on high quality of schools

- Quality education and high-performing schools
- Family, community and governmental support for education and schools

Provide more parks, recreation and cultural opportunities for all ages

- Opportunities to gather as a community such as festivals and cultural events
- Outdoor recreation such as hiking, walking and biking paths
- The arts
- Extras like multi-use fields, dog parks, skate park, play equipment, ramadas, BMX track, tennis courts and basketball courts

Promote conservation of natural resources

- Energy-efficient building and construction practices
- Green building
- Renewable energy
- Water conservation

Maintain financial stability

- Manage finances wisely
- Strive for a diversified and stable revenue base
- Minimize the financial burden on taxpayers
- Plan for adequate funding of government services desired by the community



Growing Smarter/Plus Framework

The State of Arizona, through its Growing Smarter/Plus legislation, requires towns to adopt a General Plan. The overall purpose of the act is to help Arizona communities plan for growth, protect open space, and manage growth-related issues. The Plan must involve a comprehensive public participation effort. Updates are also required every 10 years. As the last General Plan for Oro Valley was adopted in 2005, the *Your Voice, Our Future* project serves as the required update.

In addition to the overall purpose and public participation requirements of Growing Smarter/Plus, the state also outlines elements that must be covered in the Plan. The required elements are based on the population of the community. These requirements are outlined below.

The topics and sections in this Plan are interrelated in the same way that elements of our lives are interrelated. Information may cross over into multiple sections and seem repetitive. Instead, overlapping goals and issues are evidence of how careful and comprehensive the process has been and of how well aspects of our community blend together.

The people of Oro Valley value excellence, especially when it comes to making decisions about our quality of life. That’s why we have exceeded what Arizona requires in terms of involving residents and getting feedback. This Plan includes elements that the state does not, because they are important to us. Together, we have made this very much our own Plan. Even so, all required state elements have been fulfilled and are outlined in section 8.4. (state Requirements).

STATE ELEMENT	REQUIRED?	CHAPTER	SECTION
Housing	No	Community	Complete Community
Recreation	No	Community	Complete Community
Public Buildings	No	Community	Town Services, Buildings and Facilities
Public Services and Facilities	No	Community	Town Services, Buildings and Facilities
Safety	No	Community	Town Services, Buildings and Facilities
Conservation	No	Environment	Sonoran Desert Resources
Environmental Planning	Yes	Environment	Sonoran Desert Resources
Open Space	Yes	Environment	Sonoran Desert Resources
Water Resources	Yes	Environment	Water Resources
Energy	No	Environment Development	Clean Environment Land Use and Design
Land Use	Yes	Development	Land Use and Design
Cost of Development	Yes	Development	Development, Growth Areas & Special Areas
Growth Area	Yes	Development	Development, Growth Areas & Special Areas
Bicycling	No	Development	Infrastructure
Circulation	Yes	Development	Infrastructure

1.4. HOW TO USE THE PLAN

The *Your Voice, Our Future* Plan will officially guide and inform stakeholders, town staff, and elected and appointed officials. However, it is designed to be user-friendly and understandable to the people of our community who created it. *Your Voice, Our Future* is organized into three main chapters of primary importance to our community:

1. **COMMUNITY**
2. **ENVIRONMENT**
3. **DEVELOPMENT**

Each of these main chapters contains the following sections:

- Introduction
- Relationship with other chapters
- Learning from the community
- Goals of the chapter
- Topic-specific policies (3-4 sections)

The goals and policies of each chapter will be used as a foundation for decision making over the next 10 years. After the broad descriptions in the first five chapters, a chapter called “Getting to Work” outlines action items in multiple, separate categories under the three main section headings: Community, Environment and Development. These clearly numbered action items are the steps for putting the goals and policies into action. For more information see section 7.3 (Implementing the Plan).



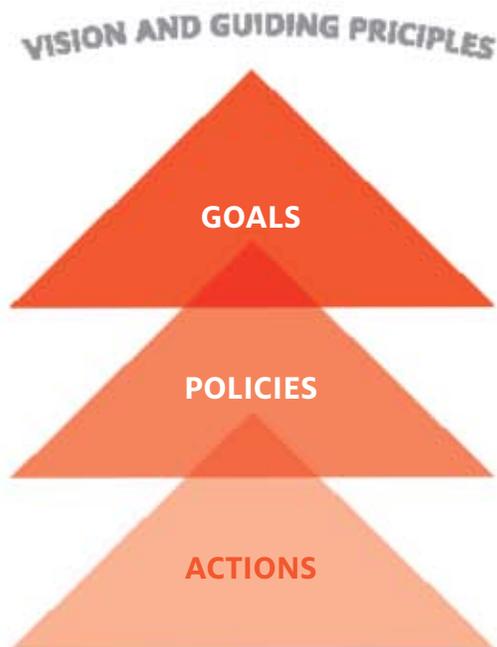
What's the difference between a goal, policy or action?

The community's Vision and Guiding Principles are the foundation to build the goals, policies and actions. The Vision and Guiding Principles provide the highest level view, while the other pieces provide a midlevel look (goals) down to the specific follow-up items (actions).

Goal: The desired result or the envisioned future. A goal answers the question: "What do we strive for?"

Policy: Identifies a direction or path to help achieve the goals.

Action: Indicates the specific actions to take in order to fulfill the policies.



Bruce LaFontaine, *The Spirit Within*, SW corner of E. Rancho Vistoso Blvd. and Oracle Rd.



2. *Your Voice, Our Future* Goals

The *Your Voice, Our Future* project outlines a shared future towards which the community is working. It answers the question “*What do we strive for?*”

Project goals are listed in order of the appearance of topics in this document. The goals also have a strong relationship to each other and are included together here in order to make that clear.



Simon Donovan, Untitled. Oro Valley Marketplace.



Goal: The desired result or the envisioned future. A goal answers the question: “What do we strive for?”

Community Goals

- A. Long-term financial and economic stability and sustainability.
- B. A robust local economy and job market that provide opportunities for quality employment, build on Oro Valley’s assets and encourage high-quality growth.
- C. A strong sector of targeted industries, including bioscience and aerospace, which provide opportunities for synergy and growth.
- D. A community with a wide range of services, amenities, shopping and dining opportunities and housing types that meet the needs of current and future residents.
- E. A high-quality parks, recreation and open space system that is accessible, comprehensive, connected and serves the community’s needs.
- F. Diverse, enriching and quality education opportunities, arts and culture experiences and amenities accessible to all residents.
- G. High-quality and well-maintained Town assets, including streets, infrastructure and facilities.
- H. Increased opportunities for residents to provide meaningful input on Town decisions and planning.
- I. Safety during emergencies and from the threats of natural and man-made hazards, whether at home, work or at other activities.
- J. A safe community with low crime, safe neighborhoods and positive relationships between law enforcement and community members.

Environment Goals

- K. The proactive conservation, protection and restoration of environmentally sensitive lands, natural resource areas and habitats and lands with high scenic value.
- L. A high-quality, safe and reliable water supply that meets long-term needs for the community while considering the natural environment.
- M. The protection and preservation of significant cultural sites, properties and resources that enhance community character and heritage.
- N. High environmental quality including meeting or exceeding all federal and state standards for air and water quality in cooperation with other local jurisdictions.
- O. Responsible use of energy and water resources for the current and future benefit of the community.
- P. Efficient and responsible management of trash and recyclable material for the current and future benefit of the community.

Development Goals

- Q. A built environment that creatively integrates landscape, architecture, open space and conservation elements to increase the sense of place, community interaction and quality of life.
- R. An integrated and connected transportation network that enhances mobility for people and goods.
- S. Diverse transportation choices that are safe, user-friendly, efficient and accessible and that maintain the lifestyle of residents, and support employees, visitors and the local economy.
- T. Sustainable and innovative public services and utilities that serve the current and future needs of the community.
- U. Conservation of natural and cultural resources through effective land use and transportation planning, design, construction and management.
- V. Neighborhoods that include access and effective transitions to open space, recreation, and schools and that are supported by shopping and services which meet daily needs.
- W. Full recovery of the costs of services that serve new development.
- X. Effective transitions between differing land uses and intensities in the community.
- Y. Development opportunities and a diverse transportation network that balance support for a growing economy with conservation of open space, water and natural resources and energy consumption.





3. COMMUNITY

3.1. INTRODUCTION

A strong sense of community is essential to our sense of belonging, opportunities to prosper and our shared common purpose. In Oro Valley, this sense of community attracts diverse residents, visitors, employers and employees who work together to realize shared goals.

Oro Valley Aquatic Center

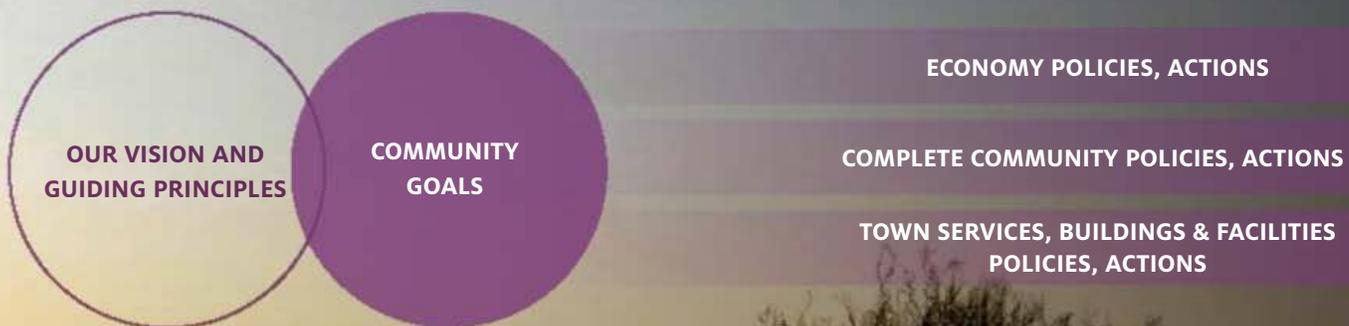
First and foremost, Oro Valley is committed to preserving a safe environment for its residents. In 2014, it was named one of America’s 10 Safest Suburbs by Movoto Real Estate. Important parts of community safety are continued efforts to prepare for natural disasters or utility failures and recovery. Emergency services are also being upgraded. Oro Valley wants to ensure the community is familiar with these plans and services in the event they are ever needed.

In 2013, Oro Valley was named “Best Place to Raise Kids in Arizona” by Bloomberg Businessweek. This aligns with Oro Valley’s emphasis on developing “complete neighborhoods” that encourage physical activity and serve as community resources. Complete neighborhoods include:

- Parks and other outdoor spaces
- Recreational facilities
- Access to quality housing
- Safe and varied transportation options
- Desirable features like art experiences and libraries

Oro Valley, with our talented and well-educated workforce, attracts and supports a diverse blend of businesses. This leads to job creation and boosts the local economy. Healthcare, biosciences and high-tech industries are thriving in our community. Smaller tourism, retail, education, and service industries are also important. The community must continue to attract economic development, while keeping in mind the goal to preserve its healthy environment and lifestyle. Supporting the workforce as well as attracting workers with families is vital to continued economic growth.

Information on existing conditions related to the topics of this chapter can be found in a companion document, the *Your Voice, Our Future* Background Report, as described in Appendix 8.3.





3.2. RELATIONSHIP WITH OTHER CHAPTERS

Each chapter contains issues important to the Oro Valley community. Because these topics are important and complex, they appear in the policies of multiple chapters. The table below describes the Community chapter's relationship to other chapters.

COMMUNITY - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the community section with other sections.

COMMUNITY	ECONOMY	COMPLETE COMMUNITY	TOWN SERVICES, BUILDINGS AND FACILITIES
COMMUNITY			
Economy		✓	✓
Complete Community	✓		
Town Services, Buildings and Facilities	✓		
ENVIRONMENT			
Sonoran Desert Resources			
Water Resources		✓	✓
Cultural Resources	✓		
Clean Environment		✓	✓
DEVELOPMENT			
Land Use and Design	✓	✓	✓
Development, Growth Areas and Special Planning Areas	✓		
Infrastructure	✓	✓	✓

3.3. LEARNING FROM THE COMMUNITY

Phase 1 of the *Your Voice, Our Future* project included extensive and innovative outreach to residents and a tremendous effort to gather input from all segments of the Oro Valley community. The result was the Vision and Guiding Principles that serve as the foundation of *Your Voice, Our Future*. During Phase 2, three committees divided up the three main categories of the Plan and developed goals, policies and actions for each. Their hard work will guide Oro Valley decisions for the next 10 years.

The Community committee, that built the Community chapter, was made up of 15 residents who met six times from December 2014 to March 2015. They reviewed background information, brainstormed ideas and offered their contributions to shape the Plan.

Working from the community's Vision and Guiding Principles, this group developed broad community goals, as well as specific policies and actions. They looked at three areas: the economy; creating a complete community; and services, buildings and facilities. Their work is represented in each section of this chapter.

Many of the actions will move forward through careful planning and will use existing resources, while others may wait until funds become available. The community will be continuously engaged in conversations about funding.



3.4. COMMUNITY GOALS

Following is a list of goals that support the achievement of the long-term vision for the community.

The people of Oro Valley strive for:

- A. Long-term financial and economic stability and sustainability for Town government.
- B. A robust local economy and job market which provide opportunities for quality employment, build on Oro Valley's assets and encourage high-quality growth.
- C. A strong sector of targeted industries, including bioscience and aerospace, which provides opportunities for synergy and growth.
- D. A community with a wide range of services, amenities, shopping and dining opportunities and housing types which meet the needs of current and future residents.
- E. A high-quality parks, recreation and open space system that is accessible, comprehensive, connected, integrated and serves the community's needs.
- F. Diverse, enriching and quality education opportunities, arts and culture experiences and amenities accessible to all residents.
- G. High-quality and well-maintained Town assets, including streets, infrastructure and facilities.
- H. Increased opportunities for residents to provide meaningful input on Town decisions and planning.
- I. Safety during emergencies and from the threats of natural and man-made hazards, whether at home, work, or at other activities.
- J. A safe community with low crime, safe neighborhoods and positive relationships between law enforcement and community members.

Goal: The desired result or the envisioned future. A goal answers the question: "What do we strive for?"

3.5. ECONOMY FOCUS

Discussion

This section addresses community goals related to economic development and Oro Valley’s financial situation. The people of Oro Valley have expressed a desire for a strong local economy that supports tourism, cultural offerings and education. Additionally, we desire financial stability for Oro Valley’s government as part of the overall economic health of the community.

Policies

- E.1. Develop a diversified and robust economic base to support long-term economic stability.
- E.2. Establish programs, strategies, investments and financial incentives that advance the Town’s economic prosperity.
- E.3. Promote Oro Valley as an ideal destination for economic activity, tourism, shopping, cultural attractions, research and development.
- E.4. Support the Oro Valley workforce and residents through education and training programs and needed services and amenities.
- E.5. Support annexations that are economically beneficial to the Town while also considering the impacts to residents and the social, aesthetic and environmental quality of the Town.
- E.6. Maintain financial stability for Town operations, programs and services.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.

ECONOMY - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Economy section with other sections.

COMMUNITY		POLICY #	PAGE #
ECONOMY	Economy		
	Complete Community	CC.8., CC.15.	21
	Town Services, Buildings and Facilities	TS.7.	27
ENVIRONMENT	Sonoran Desert Resources		
	Water Resources		
	Cultural Resources	CR.1., CR.2.	36
	Clean Environment		
DEVELOPMENT	Land Use and Design	LU.7.	41
	Development, Growth Areas and Special Planning Areas	DG.1., DG.2.	53
	Infrastructure	I.4., I.5.	56

3.6. COMPLETE COMMUNITY FOCUS

Discussion

This section addresses community goals related to the creation of a complete community. A complete community is one that serves the needs of residents on a day-to-day basis and gives people a sense of connection. It also provides opportunities for community involvement, healthy lifestyles and lifelong learning. Oro Valley's parks and trails systems are a very important part of the Town. Maps showing these systems can be found on pages 23-24.

Policies

Healthy Lifestyles

- CC.1. Promote the overall physical and social health of the community.
- CC.2. Provide appropriate park facilities and services for residents of all ages in the community.
- CC.3. Link existing and planned neighborhoods with parks and open spaces by incorporating path and trail facilities.
- CC.4. Provide public open space and park space where there is an existing park shortage or a need to preserve open space, natural areas or scenic views.
- CC.5. Cooperate with other jurisdictions, agencies and organizations to develop joint-use and multiuse facilities that benefit and address the recreational and social needs of a multigenerational community.

Neighborhoods

- CC.6. Promote the creation of unique community gathering places that are inviting, walkable, attractive and vibrant and offer commercial, entertainment or cultural activity.
- CC.7. Support the development of diverse housing types within the community.

- CC.8. Foster development of complete neighborhoods with easy access to transportation and employment options, and commercial areas that offer amenities and services for residents' daily needs.
- CC.9. Promote community interaction by planning for public land uses, such as parks, schools and other civic uses to act as the focus of neighborhoods.
- CC.10. Support the development of a range of public activities that foster a sense of community and create common places to gather.

Lifelong Learning

- CC.11. Provide access to arts, library and cultural amenities to benefit the entire community including residents, businesses and visitors.
- CC.12. Continue to integrate public art into the design of Town parks, the public rights-of-way and other suitable locations.
- CC.13. Support existing arts, culture and performance venues and the creation of new arts and cultural exhibition space within the Town.

- CC.14. Encourage quality public spaces, public art and activities that celebrate the history of Oro Valley and help build a sense of community.
- CC.15. Promote higher and continuing education opportunities in Oro Valley.
- CC.16. Participate in cooperative efforts of local, state and federal educational programs to ensure that the community's education needs are met and is of high quality.
- CC.17. Support the Oro Valley Public Library as a central attraction and resource in the community.
- CC.18. Cultivate community leaders by providing engagement opportunities for all age groups.
- CC.19. Provide ongoing and easy access to Town information and resources.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

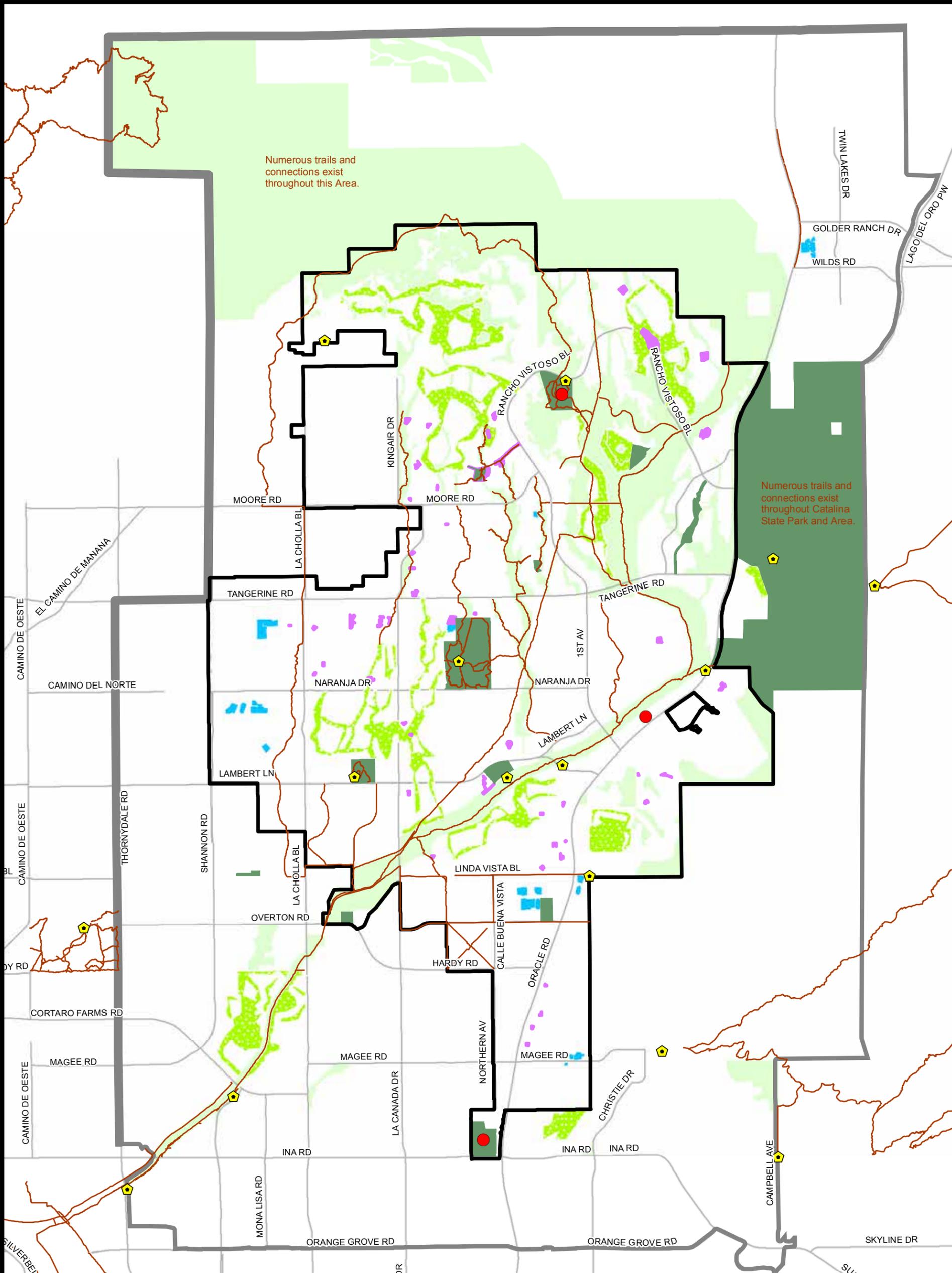
Policy: Identifies a direction or path to help achieve the goals.



COMPLETE COMMUNITY - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Complete Community chapter with other chapters.

COMMUNITY		POLICY #	PAGE #
COMMUNITY	Economy	E.4.	20
	Complete Community		
	Town Services, Buildings and Facilities		
ENVIRONMENT	Sonoran Desert Resources	SD.1., SD.2., SD.6.	33
	Water Resources		
	Cultural Resources	CR.2., CR.3.	36
	Clean Environment		
DEVELOPMENT	Land Use and Design	LU.7., LU.9.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure	I.7., I.10.	56



Parks & Recreation Map

-  Trailhead
-  Cultural Resource
-  Trail
-  Open Space
-  Public Park
-  Semi-public Parks & Recreation
-  Golf Course
-  Public School Field

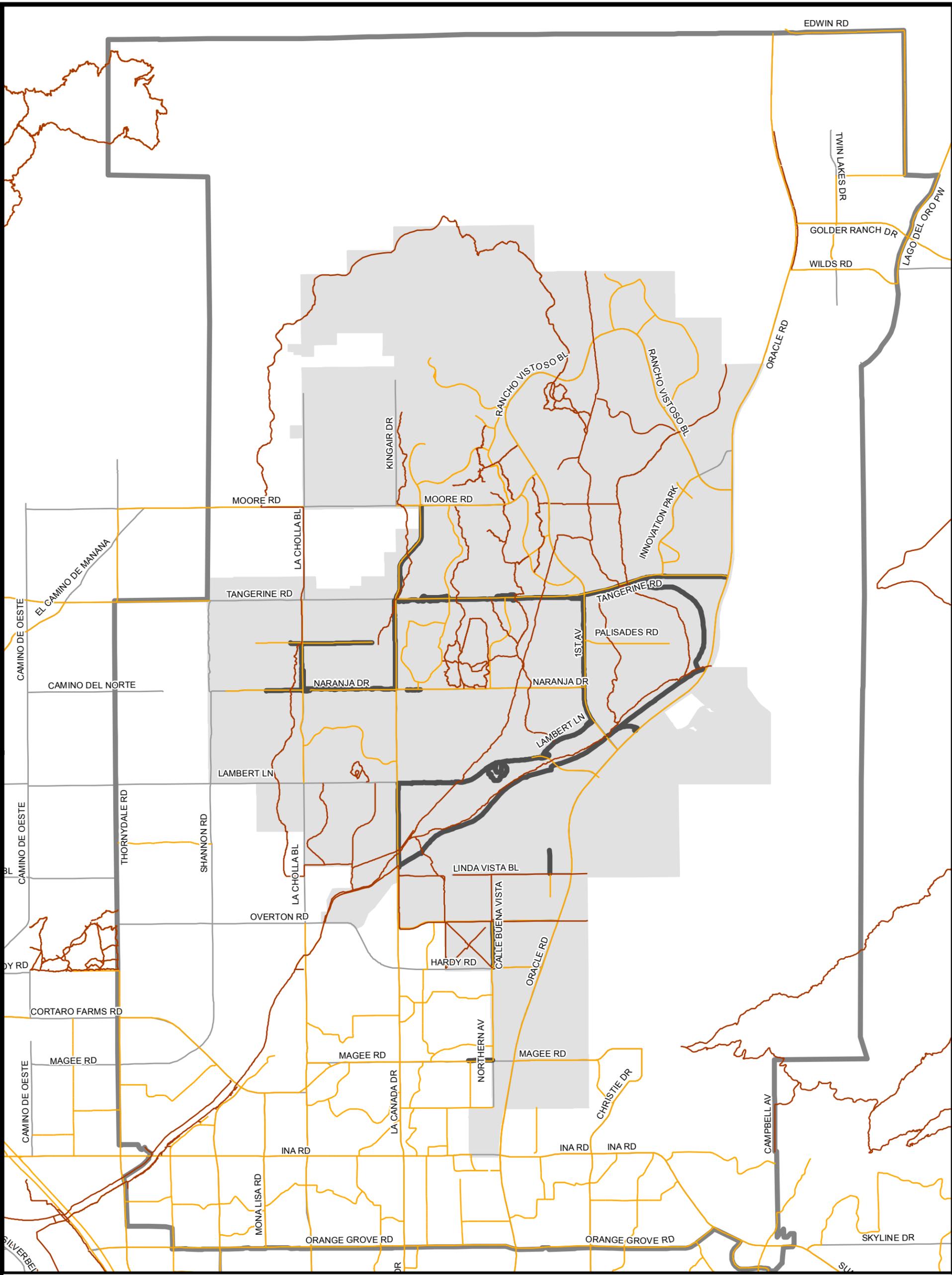
-  Oro Valley Town Limit
-  General Plan Planning Area

Draft



Source: This map was made with data from the Town of Oro Valley, Pima County.

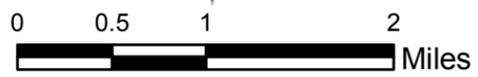
This map is for illustration purposes only. Every effort has been made for accuracy, however the Town of Oro Valley does not guarantee the information contained on this map is accurate. For more information, please contact Town of Oro Valley Planning and Zoning staff.



Bicycle Routes and Trails Map

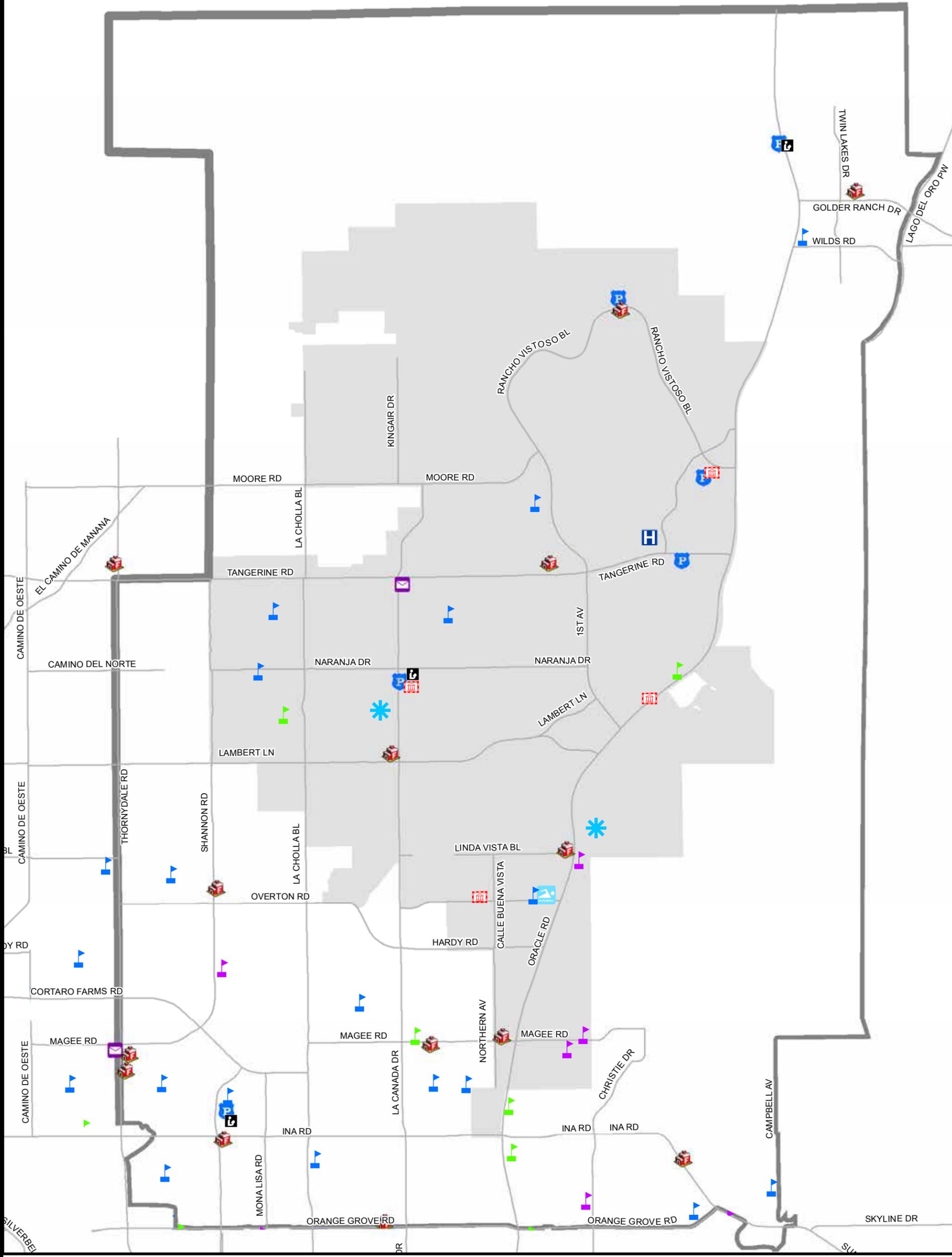
- Trail
- Bike Route
- Paved Shared Use Path
- Oro Valley Town Limit
- General Plan Planning Area

Draft



Source: This map was made with data from the Town of Oro Valley, Pima County.

This map is for illustration purposes only. Every effort has been made for accuracy, however the Town of Oro Valley does not guarantee the information contained on this map is accurate. For more information, please contact Town of Oro Valley Planning and Zoning staff.

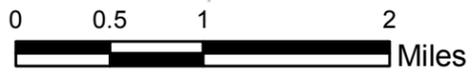


Public Facilities Map

-  Government Building
-  Police Station
-  Fire Station
-  Aquatic Center
-  Oro Valley Community and Recreation Center
-  Hospital
-  Library
-  Post Office
- Schools**
-  Public
-  Charter
-  Private

-  Oro Valley Town Limit
-  General Plan Planning Area

Draft



Source: This map was made with data from the Town of Oro Valley, Pima County.

This map is for illustration purposes only. Every effort has been made for accuracy, however the Town of Oro Valley does not guarantee the information contained on this map is accurate. For more information, please contact Town of Oro Valley Planning and Zoning staff.



3.7. TOWN SERVICES, BUILDINGS AND FACILITIES FOCUS

Discussion

This section addresses community goals related to Town services, buildings and facilities. Oro Valley is well known for its safe environment and high-quality services. The residents of Oro Valley have expressed a strong desire to maintain safety and services in the community, while also looking to the future and establishing education and response programs and emergency planning. Additionally, our community desires to maintain and improve Oro Valley's physical assets, buildings and facilities. A map of Oro Valley's public facilities can be found on the preceding page.

Policies

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>TS.1. Provide effective public safety education, preparation and emergency services for emergencies and natural disasters.</p> <p>TS.2. Provide effective public safety services to respond to and recover from emergencies and natural disasters.</p> <p>TS.3. Protect vulnerable populations (e.g., children, seniors and those with disabilities) and provide for the security of community members through community and police support.</p> <p>TS.4. Continue emergency preparedness planning to address utility shortages, outages or disruptions.</p> <p>TS.5. Coordinate community safety and land use planning in order to reduce sources of conflict and nuisance crime through design, regulation and management.</p> | <p>TS.6. Coordinate land use and public facility planning to appropriately locate public facilities in safe locations that can effectively respond to emergencies.</p> <p>TS.7. Plan for, manage and maintain Oro Valley's assets, including streets, infrastructure and facilities to ensure long-term value to the community.</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.

TOWN SERVICES, BUILDINGS AND FACILITIES - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Town Services, Buildings and Facilities section with other sections.

COMMUNITY		POLICY #	PAGE #
COMMUNITY	Economy	E.6.	20
	Complete Community		
	Town Services, Buildings and Facilities		
ENVIRONMENT	Sonoran Desert Resources		
	Water Resources	WR.1.	35
	Cultural Resources		
	Clean Environment	CE.1., CE.2., CE.4	37
DEVELOPMENT	Land Use and Design	LU.2., LU.4., LU.6.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure	I.1., I.2., I.3., I.4., I.7., I.8., I.12.	56



4. ENVIRONMENT

4.1. INTRODUCTION

Oro Valley’s greatest assets are its natural environment, resources and beauty. Our community enjoys scenic views in nearly every direction. By day, mountaintops tower to the east and to the north. At night, the dark sky is full of stars with little light pollution. Wildlife corridors enhanced by native vegetation cross the area. Cultural resources are abundant, with more than 185 archaeological sites identified. Because the natural environment of Oro Valley is so unique, we place high value on using water and energy resources wisely and promote efforts to keep our air clean.



Oro Valley's exceptionally rich wildlife and vegetation are a big part of the region's appeal. The area is crisscrossed with washes and arroyos that are dry most of the year, but are essential for handling the large volumes of water that flow through the area during the region's rainy seasons. When dry, the washes and arroyos provide vital wildlife habitat and serve as natural buffers to development.

We cherish Oro Valley's open space that serves to focus development in areas where it is planned and encouraged. The rolling terrain is an attractive landscape that offers opportunities for creativity in planning, conservation and development. Including native trees to shade roadways and walkways that connect natural areas will ensure the healthy lifestyle valued by our community.

Other important parts of Oro Valley's environment are the range of cultural resources from prehistoric villages to historic archaeological sites. Preservation and maintenance of these resources is key to retaining the region's character and heritage and ensuring that they are maintained for the education and experience of future generations.

While protecting the natural environment, our community also encourages sustainable growth and development in the Planning Area. Since Oro Valley is in the Sonoran Desert, water policies that are long term and focus on conservation and regional planning are a priority.

Sustainable practices include those that:

- Promote greater energy independence
- Encourage renewable energy programs
- Encourage use of transit
- Reduce air pollution

Information on existing conditions related to the topics of this chapter can be found in a companion document, the *Your Voice, Our Future* Background Report, as described in Appendix 8.3.



OUR VISION AND GUIDING PRINCIPLES

ENVIRONMENT GOALS

SONORAN DESERT RESOURCES POLICIES AND ACTIONS

WATER RESOURCES POLICIES AND ACTIONS

CULTURAL RESOURCES POLICIES AND ACTIONS

CLEAN ENVIRONMENT POLICIES AND ACTIONS

4.2. RELATIONSHIP WITH OTHER CHAPTERS

Each chapter contains topics important to the Oro Valley community. Because these topics are important and complex, they appear in the policies of multiple chapters. The table below describes the Environment chapter's relationship to other chapters.

ENVIRONMENT - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the environment section with other sections.

	SONORAN DESERT RESOURCES	WATER RESOURCES	CULTURAL RESOURCES	CLEAN ENVIRONMENT
COMMUNITY				
Economy			✓	
Complete Community	✓		✓	
Town Services, Buildings and Facilities		✓		✓
ENVIRONMENT				
Sonoran Desert Resources		✓		✓
Water Resources	✓			✓
Cultural Resources				
Clean Environment	✓	✓		
DEVELOPMENT				
Land Use and Design	✓	✓	✓	✓
Development, Growth Areas and Special Planning Areas				
Infrastructure	✓			✓

4.3. LEARNING FROM THE COMMUNITY

Phase 1 of the *Your Voice, Our Future* project included extensive and innovative outreach to residents and a tremendous effort to gather input from all segments of the Oro Valley community. The result was the Vision and Guiding Principles that serve as the foundation of *Your Voice, Our Future*. During Phase 2, three committees divided up the three main categories of the Plan and developed goals, policies and actions for each. Their hard work will guide Oro Valley decisions for the next 10 years.

The Environment committee, that built the Environment chapter, was made up of 13 residents who met seven times from September to December of 2014. They reviewed background information, brainstormed ideas and offered their contributions to shape the Plan.

Working from the community's Vision and Guiding Principles, this group developed broad environmental goals, as well as specific policies and actions, related to the Sonoran Desert, water and cultural resources, and a clean environment. Their work is represented in each section of this chapter.

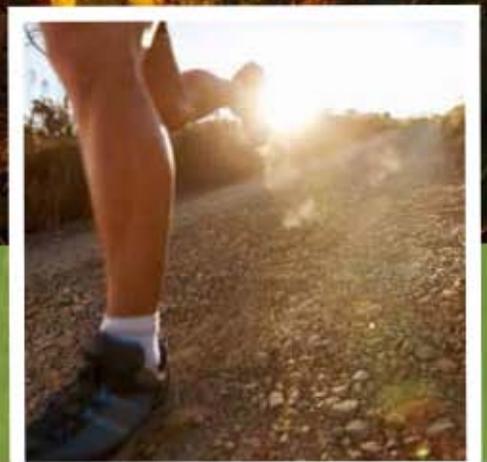
Many of the actions will move forward through careful planning and will use existing resources, while others may wait until funds become available. The community will be continuously engaged in conversations about funding.





4.4. ENVIRONMENT GOALS

Following is a list of goals that support the achievement of the long-term vision for the environment.



The people of Oro Valley strive for:

- K. The proactive conservation, protection and restoration of environmentally sensitive lands, natural resource areas and habitats and lands with high scenic value.
- L. A high-quality, safe and reliable water supply that meets long-term needs for the community while considering and the natural environment.
- M. The protection and preservation of significant cultural sites, properties and resources that enhance community character and heritage.
- N. High environmental quality, including meeting or exceeding all federal and state standards for air and water quality in cooperation with other local jurisdictions.
- O. Responsible use of energy and water resources for the current and future benefit of the community.
- P. Efficient and responsible management of trash and recyclable material for the current and future benefit of the community.



*Sheriff John Nelson,
Sutherland Wash Rock Art District, 1915*

Goal: The desired result or the envisioned future. A goal answers the question: "What do we strive for?"

4.5. SONORAN DESERT RESOURCES FOCUS

Discussion

This section addresses environment goals related to open space, natural resources and views. Oro Valley highly values the Sonoran Desert and strives to conserve and protect its resources. Additionally, the community desires to connect open spaces to establish an environment enjoyable for all.

Policies

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>SD.1. Identify, preserve and manage an integrated and connected open space system that protects Oro Valley's natural resources and provides enjoyment for residents and visitors while recognizing our place in the larger ecosystem.</p> | <p>SD.6. Protect scenic corridors, public park and trail view sheds, and the distinctive visual character and visual appeal of Oro Valley.</p> | <p>SD.9. Provide for the safe movement of wildlife near man-made features which may potentially disconnect wildlife corridors.</p> |
| <p>SD.2. Protect and provide connections between contiguous environmentally sensitive lands within the Town, including key habitat areas and significant natural resource areas.</p> | <p>SD.7. Enhance, protect, create and restore native biological habitats, especially along washes, groundwater basins, recharge areas and wildlife corridors, in order to benefit native plant and wildlife habitat and species movement, minimize the negative impacts of invasive species and provide protection from flood risk.</p> | <p>SD.10. Strive to protect the public and environment from the threats and risks of stormwater surges and potential negative impacts of contaminants from runoff.</p> |
| <p>SD.3. Conserve Oro Valley's natural resources in a comprehensive manner.</p> | <p>SD.8. Encourage development project designs that connect wildlife habitat areas, avoid disturbing significant wildlife habitat and minimize the overall impacts on wildlife habitat areas.</p> | |
| <p>SD.4. Protect and conserve healthy native vegetation during the development process.</p> | | |
| <p>SD.5. Provide information to the public, including businesses and developers, on means to protect and conserve resources.</p> | | |

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.





SONORAN DESERT RESOURCES - POLICY INTEGRATION TABLE

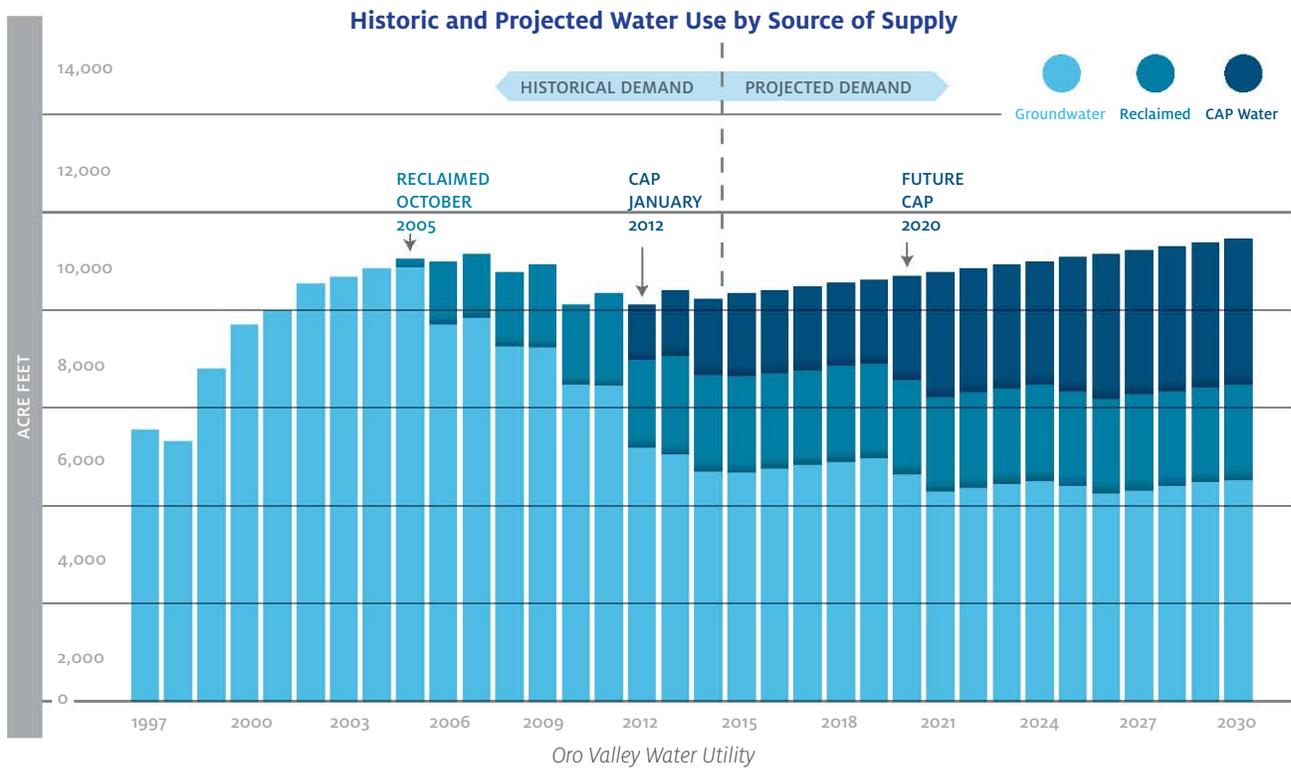
The following table depicts overlap between the policies of the Sonoran Desert Resources section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy		
	Complete Community	CC.3., CC.4.	21
	Town Services, Buildings and Facilities		
ENVIRONMENT	Sonoran Desert Resources		
	Water Resources	WR.4.	35
	Cultural Resources		
DEVELOPMENT	Clean Environment	CE.2.	37
	Land Use and Design	LU.1., LU.2.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure	I.6.	56

4.6. WATER RESOURCES FOCUS

Discussion

This section addresses environment goals related to Oro Valley’s water resources. Topics include supply, conservation, quality, sustainability, protection and groundwater recharge. Due to Oro Valley’s location in a desert climate, water is a valued resource. Oro Valley carefully plans for future water use and, when growth is projected, evaluates available water supplies.



Policies

- WR.1. Ensure the long-term water resource supply and groundwater conservation for present and future Water Utility customers.
- WR.2. Ensure water quality for Water Utility customers that meets or exceeds federal and state regulatory requirements.
- WR.3. Utilize alternative water sources, such as Central Arizona Project water and effluent, and conservation techniques to attain sustainable groundwater production rates and reduce groundwater level declines.
- WR.4. Protect aquifer recharge areas and wellheads, especially those used to provide public water supplies.

Policy: Identifies a direction or path to help achieve the goals.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

WATER RESOURCES - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Water Resources section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy		
	Complete Community		
	Town Services, Buildings and Facilities	TS.7.	27
ENVIRONMENT	Sonoran Desert Resources	SD.7.	33
	Water Resources		
	Cultural Resources		
	Clean Environment	C.E.1.	37
DEVELOPMENT	Land Use and Design	LU.2.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure		

4.7. CULTURAL RESOURCES FOCUS

Discussion

This section addresses environment goals to preserve cultural resources. Cultural resources are the physical evidence of past human activity that have scientific, historic and cultural value. Cultural resources may also be places that are important to living people, such as locations where Native Americans conduct traditional activities. They include prehistoric and historic sites, buildings, objects, features, structures and locations. Cultural resources are non-renewable. Once destroyed, they cannot be returned to their original state.

Policies

- CR.1. Identify, preserve and interpret significant cultural resources within Oro Valley and the larger planning area.
- CR.2. Provide appropriate public access to and education about Oro Valley’s cultural resources in order to enrich the sense of community.

- CR.3. Build and maintain partnerships with federal, tribal, state and local agencies and community organizations to preserve or rehabilitate and to celebrate culturally significant Town structures, records and places.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.



Angela Mía De la Vega, Family Ride. Cañada del Oro River Park Path, behind Steam Pump Village



CULTURAL RESOURCES - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Cultural Resources section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy	E.3.	20
	Complete Community	CC.9., CC.10., CC.11., CC.13.	21
	Town Services, Buildings and Facilities		
ENVIRONMENT	Sonoran Desert Resources		
	Water Resources		
	Cultural Resources		
	Clean Environment		
DEVELOPMENT	Land Use and Design	LU.1.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure		



4.8. CLEAN ENVIRONMENT FOCUS

Discussion

This section addresses environment goals related to creating and maintaining a clean environment. The Oro Valley community strives to positively impact the environment and lead by example through education and other efforts. These include promoting energy efficiency, water conservation, recycling, reducing air pollution and other efforts that will ultimately make Oro Valley cleaner and healthier. These efforts may start small, with the participation of only our community, but with cooperation from other communities and partners, they could result in a much larger regional impact.

Policies

CE.1. Lead by example in energy efficiency, water conservation, recycling, alternative fuel and solar projects in municipal facilities and operations.

CE.2. Encourage pollution prevention, waste minimization and recycling in all sectors of municipal, business, institutional and residential operations throughout the Town.

CE.3. Lead efforts which contribute to regional reduction in air pollution and greenhouse gas emissions.

CE.4. Increase energy savings through increased education and gains in efficiency, conservation and use of renewable resources throughout the community.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.

CLEAN ENVIRONMENT - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Clean Environment section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy		
	Complete Community		
	Town Services, Buildings and Facilities	TS.7.	27
ENVIRONMENT	Sonoran Desert Resources	SD.10.	33
	Water Resources	WR.3.	35
	Cultural Resources		
	Clean Environment		
DEVELOPMENT	Land Use and Design	LU.2.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure	I.6., I.13.	56

5. DEVELOPMENT

5.1. INTRODUCTION

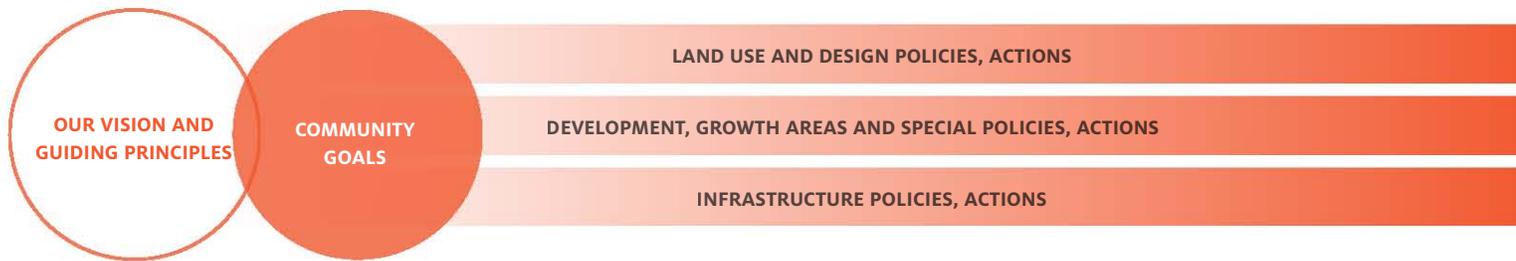
The people of Oro Valley highly value the scenic and natural environment. We also recognize that as the area's population increases, development is also likely to increase. Since this may result in pressure to build on more sensitive areas, our community promotes and supports future land use that is in harmony with the region's native setting and character. Achieving harmony will require coordinating sustainability principles, development guidelines and the needs of current and future residents.

Balancing our valued natural environment with the need for new residential and commercial development will be accomplished with abundant input from residents, as well as developers and businesses. With new development and population growth, service and facility needs are likely to increase. This will result in the need to determine how to pay for them and how to recover those new costs. Thoughtful conversation and planning will allow for accomplishing our goals, leading to a high quality of life and a sustainable future for Oro Valley.

The community encourages developers to:

- Create complete neighborhoods where facilities are connected to each other and residents have access to parks and open space.
- Use design and construction methods that conserve energy and protect air and water quality.
- Plan for energy efficient and environmentally sensitive development that will promote economic opportunities and employment.

Lastly, we value having a variety of transportation options, both within our community and connecting with the wider region that will provide easy access and efficient mobility.



Information on existing conditions related to the topics of this chapter can be found in a companion document, the *Your Voice, Our Future* Background Report, as described in Appendix 8.3.

5.2. RELATIONSHIP WITH OTHER CHAPTERS

Each chapter contains goals and policies important to the Oro Valley community. Because these topics are important and complex, they appear in the policies of multiple chapters. The table below describes the Development chapter's relationship to other chapters.

DEVELOPMENT - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the development section with other sections.

	LAND USE AND DESIGN	DEVELOPMENT, GROWTH AREAS AND SPECIAL PLANNING AREAS	INFRASTRUCTURE
COMMUNITY			
Economy	✓	✓	✓
Complete Community	✓		✓
Town Services, Buildings and Facilities	✓		✓
ENVIRONMENT			
Sonoran Desert Resources	✓		✓
Water Resources	✓		
Cultural Resources	✓		
Clean Environment	✓		
DEVELOPMENT			
Land Use and Design			✓
Development, Growth Areas and Special Planning Areas			
Infrastructure	✓		

5.3. LEARNING FROM THE COMMUNITY

Phase 1 of the *Your Voice, Our Future* project included extensive and innovative outreach to residents and a tremendous effort to gather input from all segments of the Oro Valley community. The result was the Vision and Guiding Principles that serve as the foundation of *Your Voice, Our Future*. During Phase 2, three committees divided up the three main categories of the Plan and developed goals, policies and actions for each. Their hard work will guide Oro Valley decisions for the next 10 years.

The Development committee, that built the Development chapter, was made up of 15 residents who met eight times from January to April of 2015. They reviewed background information, brainstormed ideas and offered their contributions to shape the Plan.

Working from the community's Vision and Guiding Principles, this group developed broad development goals, as well as specific policies and actions, related to land use, design, development, growth areas and infrastructure. Their work is represented in each section of this chapter.

Many of the actions will move forward through careful planning and will use existing resources, while others may wait until funds become available. The community will be continuously engaged in conversations about funding.

5.4. DEVELOPMENT GOALS

Following is a list of goals that support the achievement of the long-term vision for development in Oro Valley.

The people of Oro Valley strive for:

- Q. A built environment that creatively integrates landscape, architecture, open space and conservation elements to increase the sense of place, community interaction and quality of life.
- R. An integrated and connected transportation network that enhances mobility for people and goods.
- S. Diverse transportation choices that are safe, user-friendly, efficient and accessible and that maintain the lifestyle of residents, and support employees, visitors and the local economy.
- T. Sustainable and innovative public services and utilities which serve the current and future needs of the community.
- U. Conservation of natural and cultural resources through effective land use and transportation planning, design, construction and management.
- V. Neighborhoods that include access and effective transitions to open space, recreation and schools and that are supported by shopping and services which meet daily needs.
- W. Full recovery of the costs of services that serve new development.
- X. Effective transitions between differing land uses and intensities in the community.
- Y. Development opportunities and a transportation network that balance support for a growing economy with conservation of open space, water and natural resources and energy consumption.

Goal: The desired result or the envisioned future. A goal answers the question: *“What do we strive for?”*



5.5. LAND USE AND DESIGN FOCUS

Discussion

This section addresses topics related to the use of land and design. These topics are critical to the many qualities of the community, including how it looks, feels and functions. The Oro Valley community recognizes the importance of natural, scenic and cultural resource conservation in sustaining Oro Valley's identity as a desired place to live, work and visit. Our community also values strong neighborhoods and a planned built environment that contribute to a high quality of life. Policies addressing land use and design will shape and determine the future development of Oro Valley.

Policies

Conservation of Natural Resources

- LU.1. Promote land use development practices and programs that conserve and minimize impacts to natural and cultural resources.
- LU.2. Promote and encourage water conservation and retrofitting programs, and innovative stormwater management techniques in development, redevelopment or infrastructure projects and in landscaped areas.
- LU.3. Reduce heat absorption by buildings, parking surfaces and in outdoor public areas.
- LU.4. Promote outdoor lighting that enhances safety and circulation, and beautifies landscapes while minimizing impacts to adjacent properties or reduces public enjoyment of the night sky.

Neighborhoods and Quality of Life

- LU.5. Provide diverse land uses which meet the Town's overall needs and effectively transition in scale and density adjacent to neighborhoods.
- LU.6. Improve the small-town character, design and safety of the built environment.

Planned Built Environment

- LU.7. Coordinate planning for land use and transportation in order to promote growth areas and transit and commercial corridors.
- LU.8. Encourage the development of master planned communities which include suitable residential and commercial uses.
- LU.9. Promote the design of cohesive developments that enhance and promote the pedestrian experience.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.

LAND USE AND DESIGN - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Land Use and Design section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy	E.4.	20
	Complete Community	CC.1., CC.8., CC.9.	21
	Town Services, Buildings and Facilities	TS.5., TS.6.	27
ENVIRONMENT	Sonoran Desert Resources	SD.3.	33
	Water Resources	WR.1.	35
	Cultural Resources	CR.1.	36
	Clean Environment	CE.1.	37
DEVELOPMENT	Land Use and Design		
	Development, Growth Areas and Special Planning Areas		
	Infrastructure	I.7., I.8., I.10.	56

5.6. LAND USE MAP

The Land Use Map for this Plan shows the proposed general uses of land within Oro Valley. It is the official Oro Valley policy on how land is distributed or set aside for different uses. This designation of land uses is shown on the General Plan Land Use Map by using various colors and patterns, each showing a specific category or type of land use. The boundary lines between land use areas are shown as precisely as possible, and generally follow property lines, washes and/or roads.

The General Plan Land Use Map offers broad guidance on the use of land, while Oro Valley's Zoning Map shows land use areas covered by ordinances and is much more detailed. Ultimately, the Zoning Code and Map regulates the development of land. That means the General Plan Land Use Map should not be used for determining the official amount of development anticipated on a property.

The Land Use Map in this Plan was revised from the previous version with the help of the *Your Voice, Our Future* Development Committee. The committee reviewed the map and evaluated a few individual property requests. Most of the designations on the map remain the same. A small number of additional changes were made to accurately reflect existing development.

Land Use Standards

On the next pages are brief explanations of Oro Valley's land use designations. Land use designations describe what kind of development is intended for an area as well as the anticipated uses in each designation. These land use designations should be referenced in conjunction with the Land Use Map, which guides development potential.

Part of what describes a land use designation, and what can be built on land of a certain designation, is either the residential density or the commercial building intensity. Residential density is the number of homes per acre. Commercial building intensity is the ratio of building square footage to property square footage. Both residential density and commercial building intensity are measures of how concentrated development can be on a site. Generally, higher density or intensity results in more infrastructure ready to address traffic, sewer, and other impacts.

To better understand land use designations, this section explains how residential density and commercial building intensity are calculated.

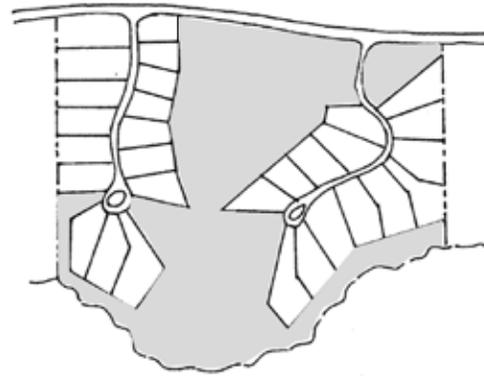
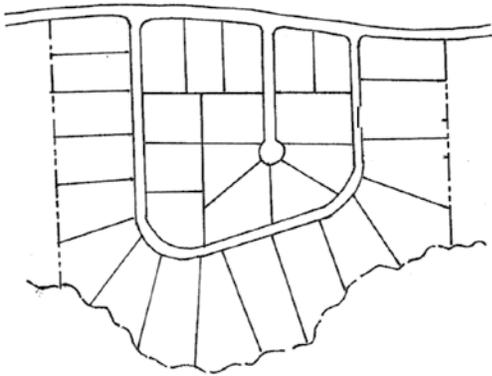
Residential Density

Residential density is the allowable range of dwelling units (or homes) per acre. This establishes the appropriate number of homes for a future residential development. The residential density range is determined by:

Acreage of property	X	Homes per acre (low end)	=	Minimum number of homes
Acreage of property	X	Homes per acre (high end)	=	Maximum number of homes

For example, below is a 100 acre property designated Rural Low Density (0 – 0.3 homes per acre). This property would yield a maximum of 30 homes. These 30 homes could be distributed evenly across the 100 acres on 3.3 acre lots (see image below to the left), or lot sizes may be smaller (see image below to the right). Both developments have the same residential density.

100 Acres	X	0.3 homes per acre (high end)	=	Maximum 30 homes
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Residential density ranges are used to align the development of an area with the anticipated population. Residential population density estimates the number of people per acre in a residential development. It is calculated by multiplying the maximum number of homes per acre by the average number of people per home. The average for this plan is assumed to be 2.4 people per home, based on US Census estimates through 2013.

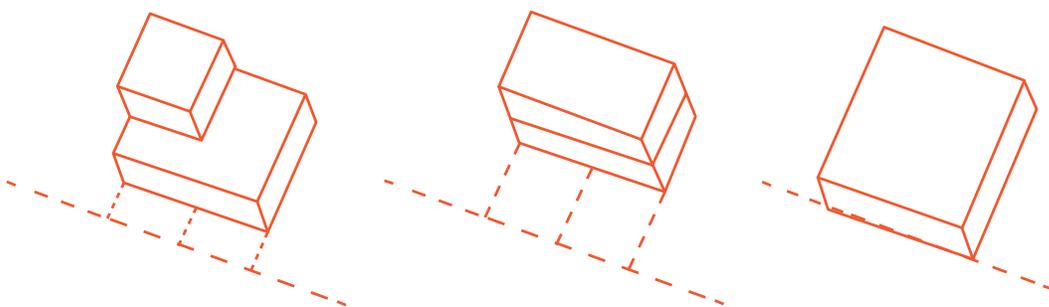
Commercial Building Intensity

Commercial building intensity is the maximum allowable floor-area ratio or FAR. This is the ratio of total building square footage on a property relative to the property square footage. This serves to establish the appropriate building size for a future commercial development.

The diagram below shows how buildings of one and two stories could be developed on a given lot with an FAR of 1.00. For example, on a 10,000 square foot lot, an FAR of 1.00 would allow 10,000 square feet of building floor area to be built, regardless of the number of stories. The building could be built with two stories of 5,000 square feet each, or one story of 10,000 square feet.

10,000 building square footage	:	10,000 property square footage	FAR 1 : 1 or 1.0
--------------------------------	---	--------------------------------	------------------

If this same 10,000 square foot lot had an FAR of 0.50, then 5,000 square feet of floor area could be built. An FAR of 0.25 would allow 2,500 square feet.



Various Building Configurations Representing an FAR of 1.00

Land Use Designations

The Land Use Map of this Plan includes 18 land use designations to depict the types of land uses that will be allowed in Oro Valley. These designations are policy recommendations only and may not reflect the actual zoning designation of a property. No decisions regarding land use purchases or future construction should be based solely on these designations. For information regarding the most current zoning entitlements on a property, refer to the official Zoning Map and the Zoning Code available at the Town Clerk's Office or website.

A brief description of the intent of each of the land use designations appearing on the Land Use Map is provided below. Note that emergency service uses (e.g. police and fire) may be permitted under all designations with appropriate review.

* See *land use density and intensity standards description (page 43)*.

Rural Low-Density Residential (R-LDR, 0-0.3 Dwelling Units per Acre, DU/AC)

This land use designation represents areas where single-family homes on large lots are intended. The lot sizes in this land use designation allow for substantial setbacks between individual homes in order to maintain a rural character and greatly retain the natural environment.

Homes in this land use designation can range up to of 0.3 DU/AC, an average of number of homes per acre. For example, a development 100 acres in size may have a maximum of 30 homes (see table below).

Property Size	Allowed average number of homes per acre	Range of homes
100 acres	0.0 to 0.3 DU/AC	0 to 30

The development may have homes spread evenly across the 100 acres on larger lots or it may have the same number of homes on smaller lots that retain additional open space. Both layouts would have the same average number of homes per acre*.

Low-Density Residential (LDR1, 0.4-1.2 DU/AC)

This land use designation represents areas where single-family homes are appropriate, but only when it will allow retention of a rural, open character. The lot sizes in this land use designation allow for setbacks between individual homes. The areas to be disturbed during development should be clearly indicated on individual lots by building envelopes to ensure a minimum of disturbance.

Homes in this land use designation can range from 0.4 to 1.2 DU/AC, an average of number of homes per acre. For example, a development 100 acres in size may have 40 to 120 homes (see table below).

Property Size	Allowed average number of homes per acre	Range of homes
100 acres	0.4 to 1.2 DU/AC	40 to 120

The development may have homes spread evenly across the 100 acres on larger lots or it may have the same number of homes on smaller lots that retain additional open space. Both layouts would have the same average number of homes per acre*.

Low-Density Residential (LDR2, 1.3-2.0 DU/AC)

This land use designation represents areas where single-family homes are appropriate, but only when it will allow retention of a rural, open character. The lot sizes in this land use designation allow for setbacks between individual homes. The areas to be disturbed during development should be clearly indicated on individual lots by building envelopes to ensure a minimum of disturbance.

Homes in this land use designation can range from 1.3 to 2.0 DU/AC, an average of number of homes per acre. For example, a development 100 acres in size may have 130 to 200 homes (see table below).

Property Size	Allowed average number of homes per acre	Range of homes
100 acres	1.3 to 2.0 DU/AC	130 to 200

The development may have homes spread evenly across the 100 acres on larger lots or it may have the same number of homes on smaller lots that retain additional open space. Both layouts would have the same average number of homes per acre*.

Medium Density Residential (MDR, 2.1-5.0 DU/AC)

This land use designation represents areas where single-family home, townhouse or patio home development is appropriate. The lot sizes in this land use designation allow for setbacks between individual homes (detached) or common walls between individual homes (attached). These areas should be located close to schools, shopping and employment.

Homes in this land use designation can range from 2.1 to 5.0 DU/AC, an average of number of homes per acre. For example, a development 100 acres in size may have 210 to 500 homes.

Property Size	Allowed average number of homes per acre	Range of homes
100 acres	2.1 to 5.0 DU/AC	210 to 500

The development may have homes spread evenly across the 100 acres on larger lots or it may have the same number of homes on smaller lots that retain additional open space. Both layouts would have the same average number of homes per acre*.

High-Density Residential (HDR, 5.1+ DU/AC)

This land use designation represents areas where single-family home, mobile or manufactured housing (within the existing Highlands subdivision), townhouse, patio home and apartment development is appropriate. The lot sizes in this land use designation allow for relatively small setbacks between individual homes (detached) or common walls between individual homes (attached). These areas should have major roadway (arterial) access near shopping and employment opportunities.

Homes in this land use designation can range upwards from 5.1, an average of number of homes per acre. For example, a development 100 acres in size may have 210 to 500 homes.

Property Size	Allowed average number of homes per acre	Range of homes
100 acres	5.1+ DU/AC	510+

The development may have homes spread evenly across the 100 acres on larger lots or it may have the same number of homes on smaller lots that retain additional open space. Both layouts would have the same average number of homes per acre*.

Master Planned Community (MPC)

This land use designation represents areas where large developments with a mix of uses is planned and developed in a comprehensive manner with a unified design theme. Developments in this land use designation generally provide a range of uses including a variety of housing options, shopping and employment opportunities and recreational amenities with a safe and efficient network for automobiles, bicyclists and pedestrians.

Developments in this land use designation typically utilize Special Area Policies to customize the design and ensure compatibility with the surrounding environment. Any Land Use Map amendment proposal for this land use designation requires the submittal of a concept plan that must include, at a minimum, the specific types of land uses and transportation network.

Resort and Golf Course (RGC)

This designation represents areas where resorts, country clubs and golf courses are appropriate. Resorts may include hotel accommodations, restaurants, health clubs and recreational facilities. Country clubs do not include hotel accommodations. Golf course may include specific ancillary golf-related activities such as clubhouses, driving ranges, storage yards and short-term residential.

Neighborhood Commercial and Office (NCO, MAXIMUM Floor Area Ratio 0.30)

This land use designation represents commercial and office areas with good access to major roadways (i.e. at the intersections of arterial roadways or along Oracle Road) that are close to residential areas. Uses intended to serve the surrounding neighborhoods and which are integrated with those neighborhoods are desirable, such as grocery stores, drugstores, and professional offices. Residential development may be included on a case by case basis.

Nonresidential development in this land use designation has a maximum FAR of 0.30. For example, a property with 10,000 square feet (sf) of land to use could have a total of 3,000 square feet regardless of the number of stories in the building. The maximum allowable building footprint for a 1, 2, and 3-story building is listed in the table below.

Developable Land	FAR	1-story Building Footprint	2-story Building Footprint	3-story Building Footprint
10,000 sf	0.30	3,000 sf	1,500 sf	1,000 sf

Community/Regional Commercial (CRC, MAXIMUM Floor Area Ratio 0.40)

This land use designation represents commercial areas located at the intersections of major roadways (arterials). Uses intended to serve the larger metropolitan area are appropriate, such as general retail, department stores and large-scale commercial uses (such as big box stores).

Nonresidential development in this land use designation has a maximum FAR of 0.40. For example, a property with 10,000 square feet (sf) of land to use could have a total of 4,000 square feet regardless of the number of stories in the building. The maximum allowable building footprint for a 1, 2, and 3-story building is listed in the table below.

Developable Land	FAR	1-story Building Footprint	2-story Building Footprint	3-story Building Footprint
10,000 sf	0.40	4,000 sf	2,000 sf	1,333 sf

Commerce/Office Park (COP, MAXIMUM Floor Area Ratio 0.50)

This land use designation represents areas where commercial, office, and/or light manufacturing is appropriate. These uses generally occur in a business park-type environment with clustered buildings and inward focused activity. Commerce parks often include a mix of light industrial, professional office, office/showroom, office/warehouse, retail services and related uses.

Nonresidential development in this land use designation has a maximum FAR of 0.50. For example, a property with 10,000 square feet (sf) of land to use could have a total of 5,000 square feet regardless of the number of stories in the building. The maximum allowable building footprint for a 1, 2, and 3-story building is listed in the table below.

Developable Land	FAR	1-story Building Footprint	2-story Building Footprint	3-story Building Footprint
10,000 sf	0.50	5,000 sf	2,500 sf	1,666 sf

Public/Semi-Public (PSP, MAXIMUM Floor Area Ratio 0.50)

This land use designation represents areas where public or semi-public uses are most appropriate, which include churches, police/fire substations, Town facilities, and hospitals. Note that emergency service uses (e.g. police and fire) may be permitted under all designations with appropriate review.

Nonresidential development in this land use designation has a maximum FAR of 0.50. For example, a property with 10,000 square feet (sf) of land to use could have a total of 5,000 square feet regardless of the number of stories in the building. The maximum allowable building footprint for a 1, 2, and 3-story building is listed in the table below.

Developable Land	FAR	1-story Building Footprint	2-story Building Footprint	3-story Building Footprint
10,000 sf	0.50	5,000 sf	2,500 sf	1,666 sf

Schools (SCH, MAXIMUM Floor Area Ratio 0.50)

This land use designation represents areas where schools, both public and private, are appropriate. Schools are places of general instruction where grades K-12 are taught, and junior and four-year colleges and universities. Public schools by state law are exempt and can be located in any land use designation.

Nonresidential development in this land use designation has a maximum FAR of 0.30. For example, a property with 10,000 square feet (sf) of land to use could have a total of 3,000 square feet regardless of the number of stories in the building. The maximum allowable building footprint for a 1, 2, and 3-story building is listed in the table below.

Developable Land	FAR	1-story Building Footprint	2-story Building Footprint	3-story Building Footprint
10,000 sf	0.50	5,000 sf	2,500 sf	1,666 sf

Park (PARK)

This land use designation represents areas that have been developed or are intended to be developed as recreational facilities.

Open Space (OS)

This land use designation represents areas that are natural open space which have been preserved through zoning, conservation easements or public ownership.

National Forest (NF)

This land use designation only applies to the Coronado National Forest. Only non-motorized and non-mechanized recreational use is permitted.

The following three designations apply only to the Arroyo Grande Planning Area:

Master Planned Community (60% Open Space)

This land use designation refers to areas where large multi-use developments should be planned and developed in a comprehensive manner. A range of density may be allowed, but this designation allocates 60% acreage dedicated to open space.

Village Center (VC)

The purpose of the Village Center (VC) area is to establish a “town center” that will serve as a focal point for the Arroyo Grande Planning Area. The VC area will offer a variety of office, retail, service, educational, medical and public facilities integrated with medium- to high-density housing. The Village Center should include a centrally-located public plaza, green or square that provides a venue for community events and reinforces a sense of place.

Riparian

The designated riparian areas are intended to be managed and maintained as open space. Disturbance, at locations of least impact, may be allowed for utility and roadway crossings, subject to mitigation of adverse impacts. Roadway crossings must be designed to allow for safe wildlife movement. It is intended that all riparian designated areas will be preserved and protected by conservation easements or other legal means.



Land Use Designations and Zoning

The table below correlates land use and zoning designations. This is of general applicability and is provided here for informational purposes. The Environmentally Sensitive Lands and other zoning regulations may limit or impact actual development and accompanying lot sizes. This table should not be viewed as limiting or regulating development.

Land Use Designations		Related Zoning Designations
R-LDR	Rural Low-Density Residential (0-0.3 DU/AC)	R1-300 Single-Family Residential R1-144 Single-Family Residential
LDR1	Low-Density Residential (0.4-1.2 DU/AC)	R1-144 Single-Family Residential R1-72 Single-Family Residential R1-43 Single-Family Residential R1-36 Single-Family Residential
LDR2	Low-Density Residential (1.3-2.0 DU/AC)	R1-36 Single-Family Residential
MDR	Medium-Density Residential (2.1-5.0 DU/AC)	R1-20 Single-Family Residential R1-10 Single-Family Residential R-4 Townhouse Residential
HDR	High-Density Residential (5.1+ DU/AC)	R1-7 Single-Family Residential SDH-6 Site Delivered Housing R-4 Townhouse Residential R-4R Resort R-S Residential Service R-6 Multi-Family Residential
MPC	Master Planned Community	Multiple zoning designations may apply
RGC	Resort and Golf Course	Multiple zoning designations may apply
NCO	Neighborhood Commercial and Office	R-S Residential Service R-6 Multi-Family Residential C-N Neighborhood Commercial C-1 Commercial
CRC	Community/Regional Commercial	C-1 Commercial C-2 Commercial
COP	Commerce/Office Park	T-P Technological Park
PSP	Public/Semi-Public	Multiple zoning designation may apply
SCH	Schools	PS Private Schools
PARK	Parks	POS Parks and Open Space
OS	Open Space	POS Parks and Open Space
NF	National Forest	None – outside Town limits

Other zoning designations that may apply to multiple land use categories, or do not offer a direct correlation include:

Planned Area Districts

PRD = Planned Residential District

PAD = Planned Area District

Public facilities are permitted in any designation.

Supplementary Districts

TRCOD = Tangerine Corridor Overlay District

HDZ = Hillside Development Zone

ORSCOD = Oracle Road Scenic Corridor Overlay District

GCOZ = Golf Course Overlay Zone

RHOD = Riparian Habitat Protection Overlay District

AEZ = Airport Environs Zone

EEZ = Economic Expansion Zone

Land Use Map Boundaries

The General Plan Land Use Map includes land use designations, as described previously, as well as general boundaries.

Town Limits

The limits of the Town of Oro Valley are depicted on the Land Use Map. The actual Town is much smaller than the overall Planning Area. Ultimately, areas within the Town are under the control of Town regulations, including land use and zoning. Areas outside of the Town limits are subject to the regulations of their governing body, typically Pima County.

Planning Area

The Planning Area includes the areas within the Town limits as well as land outside the Town's current limits. The Planning Area also includes land adjacent to the Town that may be affected by or may affect land uses in the Town, such as land within other jurisdictions or national forest land that the Town has no plans to annex. The Planning Area does not necessarily indicate an intention for annexation, but rather the interface with Town decision-making. Some of these areas may ultimately be annexed.

Urban Services Boundary

The Land Use Map delineates an Urban Services Boundary (USB) around most of the Planning Area. The Town does not intend to provide urban infrastructure to areas outside of the USB. These areas should not receive any increase in density or land use intensity beyond what currently exists.

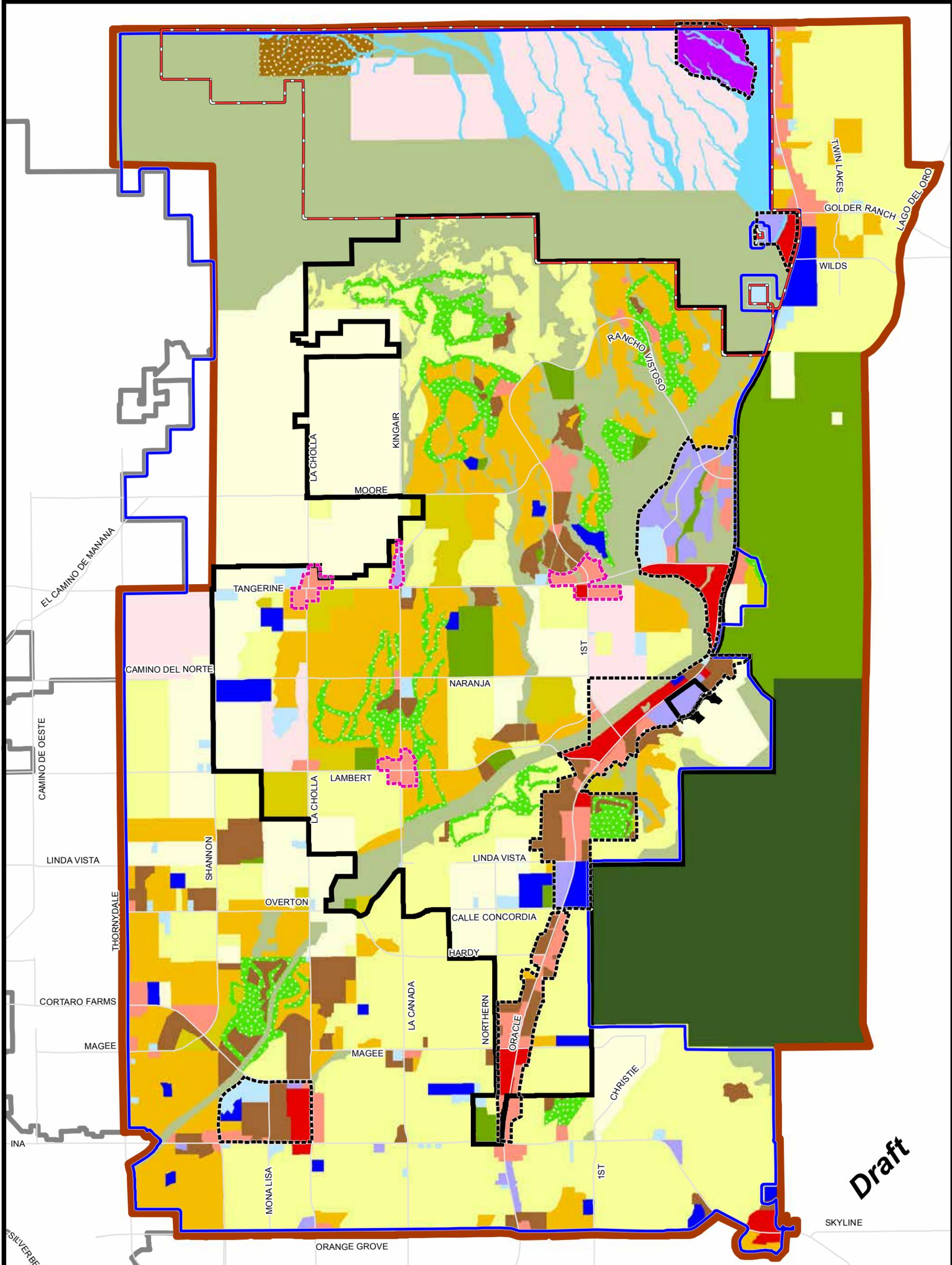
Land Use Map

The Land Use Map designates land within the Town according to the 18 designations described previously and summarized in table below.

Land Use Designations and Acreage Distribution

Designation	Label	TOWN LIMITS		PLANNING AREA	
		Acres	% of Total	Acres	% of Total
Rural Low Density Residential (0 - 0.3 DU/AC)	RLDR	3038.2	13.5	7251.4	11.5
Low Density Residential (0.4 - 1.2 DU/AC)	LDR1	4514.7	20.1	14650.5	23.2
Low Density Residential (1.3 - 2.0 DU/AC)	LDR2	787.2	3.5	981.0	1.6
Medium Density Residential (2.1 - 5 DU/AC)	LDR1	4064.2	18.1	6894.8	10.9
High Density Residential (5+ DU/AC)	HDR	957.1	4.3	2128.6	3.4
Master Planned Community	MPC	579.8	2.6	3904.5	6.2
Resort / Golf Course	RGC	1504.0	6.7	1847.4	2.9
Neighborhood Commercial / Office	NCO	873.9	3.9	1565.0	2.5
Community / Regional Commercial	CRC	418.8	1.9	662.7	1.1
Commerce / Office Park	COP	461.1	2.1	659.7	1.0
Public / Semi-Public	PSP	281.3	1.3	602.9	1.0
School	SCH	381.3	1.7	717.6	1.1
Park	PARK	513.2	2.3	3365.1	5.3
Open Space	OS	4074.0	18.1	10820.3	17.1
National Forest	NF	19.8	0.1	5401.7	8.6
Master Planned Community (60% Open Space)		0.0	0.0	326.1	0.5
Village Center	V	0.0	0.0	262.2	0.4
Riparian		0.0	0.0	1131.4	1.8

Total



Draft

Town of Oro Valley Land Use

- | | | |
|-----------------------------------------------|------------------------|-----------------------------|
| Rural Low Density Residential (0 - 0.3 DU/AC) | Commerce / Office Park | Tier 1 Growth Area |
| Low Density Residential (0.4 - 1.2 DU/AC) | Village Center | Tier 2 Growth Area |
| Low Density Residential (1.3 - 2.0 DU/AC) | Public / Semi-Public | Urban Service Boundary |
| Medium Density Residential (2.1 - 5 DU/AC) | School | Arroyo Grande Planning Area |
| High Density Residential (5+ DU/AC) | Resort / Golf Course | Oro Valley Town Limit |
| Master Planned Community | Open Space | General Plan Planning Area |
| Master Planned Community (60% Open Space) | Park | Marana Limit |
| Neighborhood Commercial / Office | National Forest | |
| Community / Regional Commercial | Riparian | |



Source: This map was made with data from the Town of Oro Valley, Pima County.

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5.7. DEVELOPMENT, GROWTH AREAS AND SPECIAL PLANNING AREAS FOCUS

Discussion

This section addresses goals related to development, growth and special areas. These topics are related in that they impact future growth in the community. Together they provide a big picture of recovering costs with new development and where growth may be concentrated or expected in the future.

Policies

- DG.1. Require new development to pay its share toward the cost of additional public facility and service needs generated by new development, while balancing public and private interests in cost allocation.
- DG.2. Continue to identify additional revenue sources that may provide supplemental revenues to ensure that infrastructure and services are maintained.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.

DEVELOPMENT, GROWTH AREAS AND SPECIAL PLANNING AREAS - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Development, Growth Areas and Special Planning Areas focus section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy Complete Community Town Services, Buildings and Facilities	E.6.	20
ENVIRONMENT	Sonoran Desert Resources Water Resources Cultural Resources Clean Environment		
DEVELOPMENT	Land Use and Design Development, Growth Areas and Special Planning Areas Infrastructure		



Growth Areas

As required by state statute, growth areas are areas “that are particularly suitable for planned multimodal transportation and infrastructure expansion and improvements designed to support a planned concentration of a variety of uses, such as residential, office, commercial, tourism and industrial uses.” In other words, these areas are open for a range of more intensive development.

In recognition of the growth and development of Oro Valley, a two-tier system is proposed for all growth areas. These areas are represented on the Plan’s Land Use Map.

Tier I Growth Areas are major commercial areas that serve the greater Oro Valley community and nearby counties and towns, and include:

- Oracle Road Corridor, from Orange Grove to the north end of Innovation Park
- Foothills Mall Area
- Arroyo Grande Village Center
- Arroyo Grande Office and Commercial

Tier II Growth Areas are neighborhood-focused commercial areas, supported by a variety of residential areas. These areas are intended to serve the immediate needs of residents, while limiting impact, and include the intersections of:

- First Avenue/Rancho Vistoso and Tangerine Roads
- La Cañada Drive and Tangerine Road
- La Cholla Boulevard and Tangerine Road
- La Cañada Drive and Lambert Lane

All Growth Areas should:

- Make automobile, transit and other types of transportation more efficient, make infrastructure expansion more economical and provide for a sensible pattern of land development.
- Conserve significant natural resources and open space areas in the growth area.
- Promote the public and private construction of timely and financially-sound infrastructure expansion through the use of infrastructure funding and financing planning that is coordinated with development activity.

Special Areas

Special areas are properties that have received specific planning. This may be due to their size, location or other factors that increase their importance to the community. Special areas are generally environmentally sensitive or infill developments surrounded by existing neighborhoods.

These conditions often require a higher degree of refinement to ensure development that is compatible and sensitive with the area. Extra time is needed to develop consensus with neighbors through a series of neighborhood meetings.

The four existing special areas include: Arroyo Grande, Kai-Capri, La Cholla/Naranja and Tangerine 550 and are shown on the accompanying map. A brief description is included for each. All of the areas, with the exception of Tangerine 550, have special policies that have been adopted. These policies were adopted as part of previous General Plan Amendment processes and were agreed upon by stakeholders.

Typically special area policies address concerns such as setbacks, building heights, screening and traffic management. These issues are then refined during the rezoning process. Existing special area policies can be found in Appendix 8.6. In the future, additional special planning areas may be identified and any changes that may be needed may be addressed through the process outlined in Chapter 7 of this Plan.

Much of the undeveloped land near Oro Valley is state trust land, which is managed by the Arizona State Land Department (ASLD). State trust land is managed to generate revenue for the public schools and other public institutions. The mission of ASLD includes optimizing economic return, consistent with sound stewardship, conservation and business management principles. State trust land is typically either leased for its highest and best use or sold to the highest bidder at public auction. State trust land near Oro Valley currently includes the Tangerine 550 area and the Arroyo Grande area.

ARROYO GRANDE

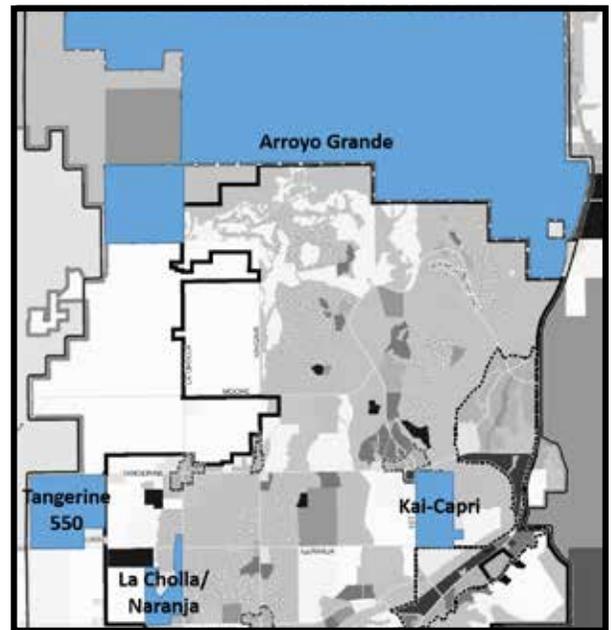
The Arroyo Grande Planning Area has unique land use designations and special policies developed through an extensive stakeholder process in 2007-2008 (See Appendix 8.6.1). The Arizona State Land Department (ASLD) also approved a concept plan for the Arroyo Grande area in 2007 which is not consistent with the *Your Voice, Our Future* General Plan. Further revisions related to Arroyo Grande will be addressed at a future time in partnership with ASLD. This would involve more public outreach that may include public forums and media coverage. Shared goals include balancing development with preserving open space. Future action is to begin negotiations with the state to pursue the annexation of the Arroyo Grande area.

KAI-CAPRI

The Kai-Capri area is located to the east of First Avenue, roughly from Tangerine Road to the Canyon del Oro Wash. It has been discussed in the community for a number of years. The previous General Plan from 2005 identified a number of special area plan policies, which are included without any changes in Appendix 8.6.2 of this document. This property has not been fully developed but will likely be finalized for development in the coming years.

LA CHOLLA/NARANJA

La Cholla/Naranja is a large area of approximately 194 acres at the southwest and northwest corners of La Cholla Boulevard and Naranja Drive. These two (2) separate requests were master planned as a single development. The area was under review as part of a General Plan amendment process in 2014-2015. Uses on the site were identified in a concept plan and include neighborhood commercial and office; low, medium and high density residential; and park uses (See Appendix 8.6.3).



The four special areas are shown on the map for reference

TANGERINE 550

The area commonly referred to as Tangerine 550 (bounded by Tangerine Road, Thornydale Road, Camino del Norte and Shannon Road) is currently outside the Town of Oro Valley limits. However, this 550 acre section of land is currently being explored for annexation into the Town in cooperation with the Arizona State Land Department. The Land Use Map notes this area as "Master-Planned Community." It is anticipated that any changes to the land uses in this area will be completed in a cooperative public process.

5.8. INFRASTRUCTURE FOCUS

Discussion

This section addresses development goals relating to the community's infrastructure, including community services, utilities and transportation. These topics relate to how people use services and move around town. Together, in conjunction with land use, they determine the physical form of the community. A map of transit routes in Oro Valley can be found on page 60.

Policies

Community Services/Utilities

- I.1. Accommodate community services and utilities that meet the larger community needs and goals.
- I.2. Consider aesthetics and visual impacts of utilities and infrastructure during the planning, design or upgrade process, to the extent reasonably possible.
- I.3. Identify and facilitate the replacement and timely upgrade of aging infrastructure as needed.
- I.4. Accommodate growth in the community through long-range planning for services, utilities and other infrastructure.
- I.5. Provide opportunities for high-quality telecommunication and broadband services to be located within the Town in order to support economic development, residential and business needs and community-wide goals.

- I.6. Provide for safety, efficiency and environmentally sensitive design in stormwater systems.

Transportation/Circulation

- I.7. Develop a safe, convenient and efficient multimodal transportation network that integrates amenities, provides access to services and destinations and links places where people live, work, shop and play.
- I.8. Enhance the Town's community identity and character through roadway design that differentiates neighborhoods, key streets and important intersections.
- I.9. Facilitate regional bikeway planning efforts to ensure that the Town's bikeway system is safe and connects with the neighboring communities and the regional bikeway system.
- I.10. Foster opportunities for walking, biking and mass transit to places where people live, work, shop and play.
- I.11. Promote a safe, integrated and comprehensive transit system that increases public access to mass transit and improves community mobility.
- I.12. Support Oro Valley Transit Services in their goals to continue to build a positive, professional, and customer-responsive division that acts as the leading proponent and advocate for mobility.
- I.13. Create opportunities for infrastructure that support electric, biofuel and CNG vehicles.

Action items directly relating to the implementation of these policies can be found in Chapter 6.

Policy: Identifies a direction or path to help achieve the goals.

INFRASTRUCTURE - POLICY INTEGRATION TABLE

The following table depicts overlap between the policies of the Infrastructure section with other sections.

		POLICY #	PAGE #
COMMUNITY	Economy	E.2.	20
	Complete Community	CC.6., CC.8.	21
	Town Services, Buildings and Facilities	TS.7.	27
ENVIRONMENT	Sonoran Desert Resources	SD.10.	33
	Water Resources		
	Cultural Resources		
	Clean Environment		
DEVELOPMENT	Land Use and Design	LU.7. , LU.9.	41
	Development, Growth Areas and Special Planning Areas		
	Infrastructure		



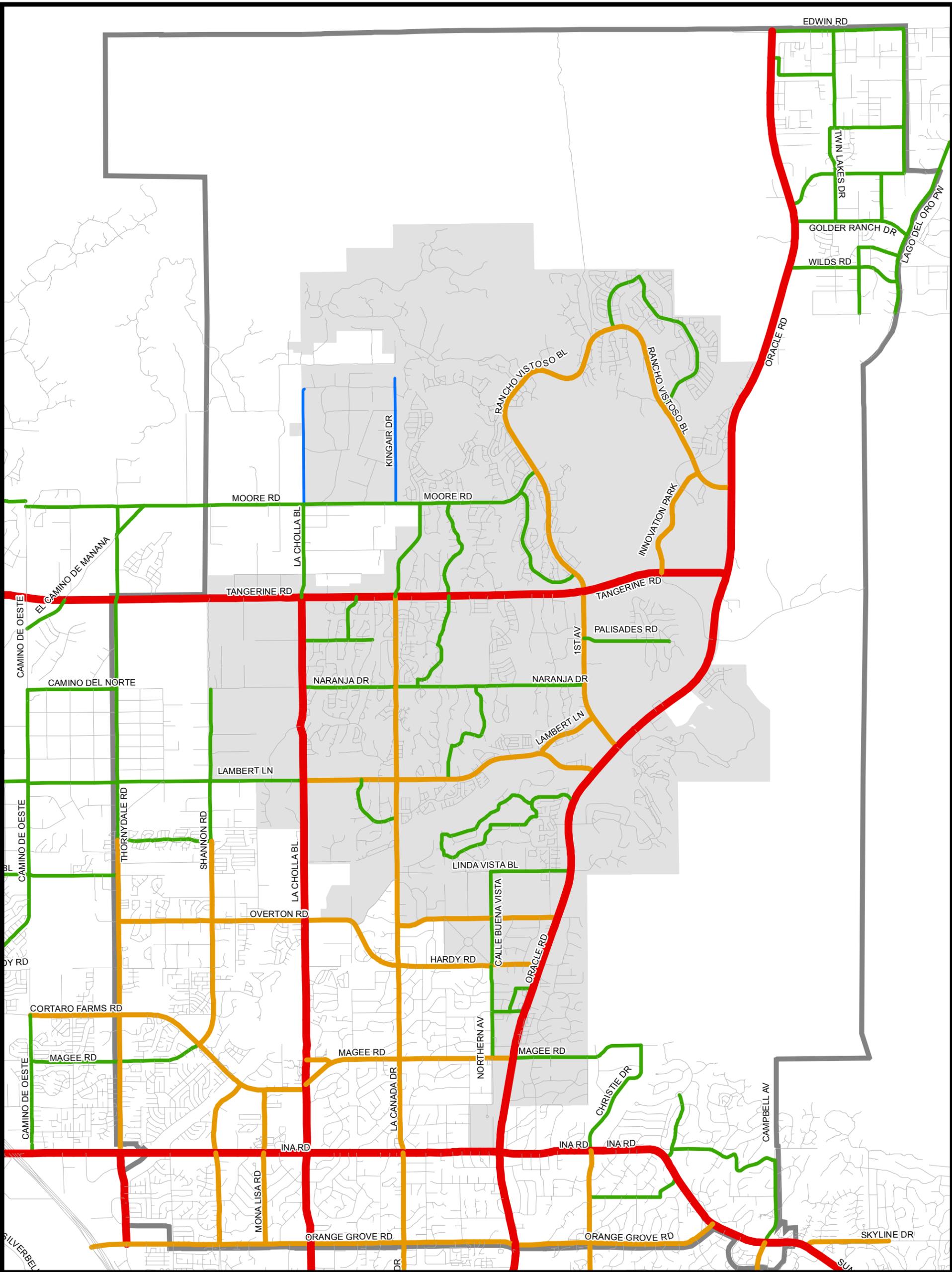
Sun City Welcome Center

The Circulation Map depicts four roadway classifications: major arterial, minor arterial, collector (major and minor), and local. Each of these classifications is designated by the Arizona Department of Transportation based on the number of lanes, the average daily traffic (ADT) volume and the roadway's accessibility and mobility. Each classification covers a variety of functional and physical characteristics. The Circulation Map Classifications and Standards table below outlines the basic character of each classification in Oro Valley. Detailed cross-sections for each classification are shown in Oro Valley's Subdivisions Street Standards and Policies Manual.

Circulation Map Classifications and Standards

Street Classification	Service Function	Bike Facilities	Access	Medians	On-Street Parking	Sidewalks	Rights-of-Way
Major Arterial	Higher speeds, regional access.	Curbed bike route. Multi-Use Lane and/or Shared Use Path.	Access suburban centers.	Yes	None	None	150 – 300 ft.
Minor Arterial	Moderate speeds and trip lengths.	Curbed bike route. Multi-Use Lane and/or Shared Use Path.	Intra-community continuity.	Yes	None	Both sides on curbed streets.	75 – 150 ft.
Collector	Distribute trips from arterials to destination.	Curbed bike route. Multi-Use Lane.	May penetrate residential neighborhoods.	No	None	Both sides on curbed streets.	50 – 150 ft.
Local	Low speeds, through traffic discouraged.		Direct access, lowest traffic mobility.	No	One or both sides.	Both sides on curbed streets.	50 – 60 ft.





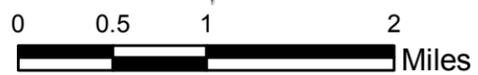
Circulation Map

Roads Functional Classification

- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local Street

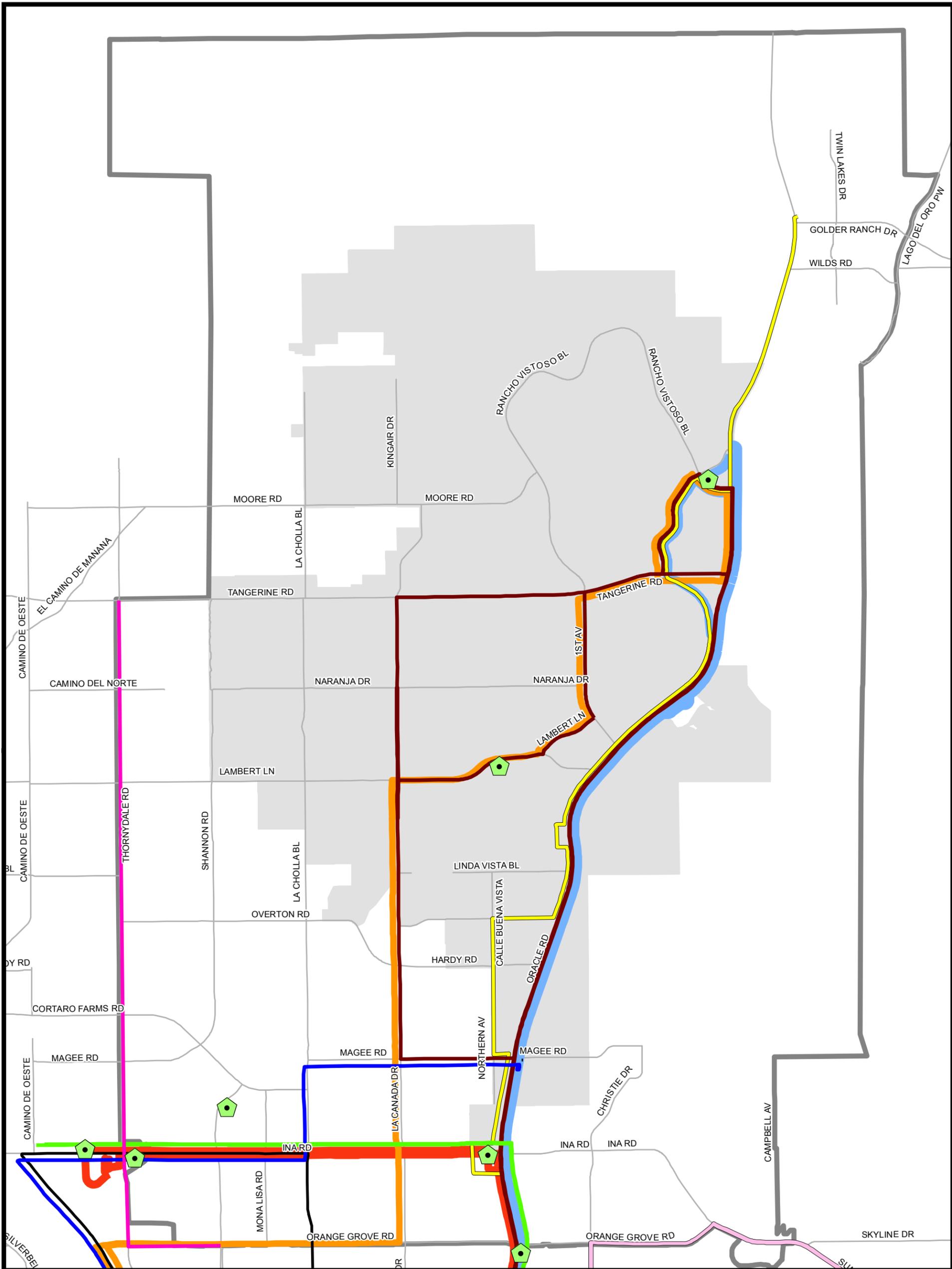
- Oro Valley Town Limit
- General Plan Planning Area

Draft



Source: This map was made with data from the Town of Oro Valley, Pima County and the Arizona Department of Transportation

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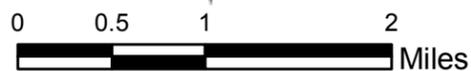


Transit Map

-  Park & Ride
-  Route 16: Oracle/12th Ave
-  Route 102: Ina Road Express
-  Route 103: Oldfather Express
-  Route 105: Sunrise Express
-  Route 107: Oro Valley Express
-  Route 202: AeroPark Ina Express
-  Route 203: Aeropark Oro Valley Express
-  Route 312: Oro Valley Express
-  Route 401: N. Oracle/Catalina
-  Route 412: Thornydale/River

-  Oro Valley Town Limit
-  General Plan Planning Area

Draft



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6. GETTING TO WORK

6.1. PLANNING FOR ACTION

Your Voice, Our Future is different from previous Plans because the actions were created along with the goals and policies. This was intended to help bridge the gap between dreams and reality and set a concrete course of action. During the discussion and writing of this document, the *Your Voice, Our Future* committees identified specific actions they would like to see taken. These actions will ultimately fulfill the policies and goals.

It is anticipated that most of these actions will be addressed during the 10-year lifespan of the Plan. Many of the actions will move forward through careful planning and will use existing resources. Some actions will move forward when funds become available. The community will continuously be included in conversations about funding.

After the committees created the actions, a timeframe for completion and the Oro Valley departments that will complete them were determined. The information is intended to be somewhat flexible as priorities for each action may shift based on department work plans and resources. Every attempt will be made to be responsive and fair in carrying out the actions.

Although much responsibility for action lies with the Town, members of the Oro Valley community also have a shared role in making the Plan become a reality. The success of the community's vision depends on many people working together in the future.

6.2. YOUR VOICE, OUR FUTURE ACTIONS

The best plans cannot turn into reality without identified actions. Following is a list of all the *Your Voice, Our Future* actions. They are organized by topics related to chapters 3-5 of this Plan. Each action identifies which policies it covers, as well as a timeframe and responsible department. Responsible Oro Valley departments and other agencies are noted with the acronyms below:

- DIS: Development and Infrastructure Services
- F: Finance
- GRFD: Golder Ranch Fire District
- HR: Human Resources
- IT: Information Technology
- LS: Legal Services
- PC: Pima County
- PD: Police Department
- P&R: Parks and Recreation
- TC: Town Clerk
- TM: Town Manager's Office (Communications, Constituent Services, Economic Development)
- WU: Water Utility

The timeframe for completing actions is noted within following categories:

Ongoing: work that has been started or is continually maintained

Annual: work as part of a yearly process

Short: work to be completed within the 2 year timeframe after adoption of the *Your Voice, Our Future* General Plan

Medium: work to be completed within the 1-5 year timeframe after adoption of the *Your Voice, Our Future* General Plan

Long: work to be completed within the 4-10 year timeframe after adoption of the *Your Voice, Our Future* General Plan

Actions Related to Community (Chapter 3)

ECONOMIC DEVELOPMENT

No.	Actions	Policies Implemented	Timeframe	Responsibility
1	Maintain and periodically update the Town's strategies for economic development as part of the strategic planning process, which includes public input.	E.2.	Ongoing	TM
2	Utilize the Town's economic development programs to pursue and support uses and businesses that diversify and expand the local tax base, increase local employment and decrease the amount of tax dollars leaving the community.	E.2.	Ongoing	TM
3	Develop strategies to promote economic development that: <ul style="list-style-type: none"> Support and retain existing businesses within the community and provide opportunities for synergy. Promote and support Oro Valley core industries including tourism, aerospace, healthcare, bioscience and suppliers, clean light manufacturing and business services. Attract start-up opportunities and jobs in a full range of businesses. Explore opportunities for the development of a business incubator program. Attract renewable energy technology research, manufacturers and installation industries. Attract commercial, industrial and business park employment centers. Support new and emerging technologies. 	E.1., E.3.	Short Short Medium Short Medium Short Medium	TM
4	Evaluate and increase the community's economic opportunities while balancing community needs and desires through planning and analysis measures that: <ul style="list-style-type: none"> Highlight deficiencies and barriers to economic development in growth areas and commercial corridors. Change the Zoning Code such that economic opportunity both increases and remains equitable to the surrounding community. Modify land use regulations as needed to encourage new business opportunities in industrial, commercial and mixed use areas. 	E.2., LU.5., LU.7.	Short Short Medium	TM DIS DIS
5	Develop strategies and resources to promote Oro Valley, by identifying and highlighting key assets such as: <ul style="list-style-type: none"> Public safety, natural beauty, public art, infrastructure and sense of community. Its ideal location for outdoor recreation and sports tourism. Its community gathering places as premier destinations for retail, restaurants, entertainment and public art. 	E.3., CC.6.	Medium	TM

6	Create private and public sector partnerships and programs for use, beautification, art displays or publicity on underutilized or vacant employment and retail centers.	E.2., CC.14.	Medium	DIS, TM
7	Develop strategies that promote a range of retail options, including regional-serving, neighborhood-serving and pedestrian-oriented, at appropriate locations.	E.3.	Medium	DIS, TM
8	Develop partnerships with Pima Community College, community organizations and local businesses in order to: <ul data-bbox="235 462 950 651" style="list-style-type: none"> • Identify needs for workforce training for a range of industries, such as biotechnology, technical education, trades, aerospace and clean energy technologies. • Identify needs for higher education in the community. • Connect skilled workers with targeted employment sectors. 	E.4.	Short Ongoing	TM
9	Develop partnerships with local organizations and businesses in order to: <ul data-bbox="235 756 950 903" style="list-style-type: none"> • Identify needs for businesses which provide quality, accessible childcare, preschool, special needs and adult/elder care options. • Support and promote the success of working families. 	E.4.	Medium	DIS, TM



COMPLETE COMMUNITY

No.	Actions	Policies Implemented	Timeframe	Responsibility
Places and Events				
10	Develop a plan for designating areas in Oro Valley that serve as the community's gathering places and are envisioned to: <ul data-bbox="235 1827 950 1974" style="list-style-type: none"> • Reflect the character of the Town. • Include such amenities as sidewalk cafes, outdoor seating and desert landscaping. • Emphasize the pedestrian experience. 	CC.6.	Medium	DIS, P&R

11	<p>Update existing Town programs, plans and regulations to create or expand Oro Valley’s community gathering places, such as:</p> <ul style="list-style-type: none"> • Capital improvement plans to include the construction of public and transportation amenities. • Transportation plans to include bike, pedestrian and accessible design. • Development and zoning regulations to include new designations, such as mixed-use zoning. 	CC.6.	Medium	DIS, P&R
12	<p>Develop public/private partnerships in order to create synergy and achieve common goals and desired improvements for Oro Valley’s community gathering places.</p>	CC.6.	Medium	DIS, P&R, TM
13	<p>Promote the creation of public spaces throughout the community that encourage social, educational, and community interactions and enhance the pedestrian and bicycle experience for individuals of all needs by:</p> <ul style="list-style-type: none"> • Creating development review strategies for commercial and retail areas that encourage public spaces. • Integrating public spaces into park and neighborhood design. 	CC.1., CC.2., CC.9.	Medium	DIS, P&R, TM
14	<p>Develop strategies to increase opportunities for recreational and community events by:</p> <ul style="list-style-type: none"> • Collaborating with local school districts and schools for shared use of facilities. • Planning for sports tournaments, culinary events, festivals or fairs. • Connecting event and entertainment locations. • Streamlining the planning and approval process that may include designating suitable locations, expediting permitting or making a central calendar available. 	CC.5., CC.10.	Short	<p>P&R, TM</p> <p>P&R, TM</p> <p>P&R</p> <p>DIS, TM</p>

Health

15	<p>Develop strategies that support Oro Valley’s existing and future needs related to senior living, including development of a senior care zoning code.</p>	E.1.	Short	DIS
16	<p>Create a program that promotes accessible, convenient and age-friendly design of public and private facilities, services and programs.</p>	LU.7.	Medium	DIS
17	<p>Integrate public education about the benefits of physical activity into existing Town programs.</p>	CC.1.	Short	P&R, PD, GRFD
18	<p>Create programs that improve community health in partnership with local hospitals and health centers.</p>	CC.1	Short	P&R, TM

Education and Engagement

Provide for Oro Valley's future education needs by developing collaborative measures with:

19	<ul style="list-style-type: none"> Colleges and universities to explore growth opportunities and attract new campuses. Local school districts to determine how to best serve school-aged children. 	CC.15., CC.16.	Long	TM
20	Create partnerships with higher education institutions and museums to share programs and cultural resources.	CC.15.	Short	P&R, TM
21	Explore the feasibility of offering guest speaker events in public facilities.	CC.15.	Short	P&R, TM
22	Continue to report on the adequacy of current and future school capacity when evaluating significant residential land use requests.	CC.16.	Ongoing	DIS
23	<p>Continue support of the Oro Valley Public Library by:</p> <ul style="list-style-type: none"> Supporting the Friends of the Oro Valley Public Library and their efforts in promoting library facilities and resources. Identifying collaboration measures and continuing service needs for the community. Taking an active role in library planning with the County. 	CC.17.	Ongoing Short	TM
24	Develop strategies to continue and increase volunteer opportunities in Town services and programs.	CC.18.	Ongoing	DIS, P&R, PD, TM
25	Create mentorship and internship programs in cooperation with local businesses, schools and the Chamber of Commerce.	CC.18.	Short	Support of TM
26	<p>Promote youth civic engagement and involvement by:</p> <ul style="list-style-type: none"> Continuing the Town's Youth Advisory Council. Exploring new programs that facilitate student-government interactions and shared learning. Continuing youth public safety programs. Collaborating with service clubs to further existing youth programs. 	CC.18.	Ongoing Short Ongoing Ongoing	P&R, PD, TM, GRFD
27	Explore options for creating a Town Senior Advisory Council to direct priorities for senior services in the community.	CC.18.	Long	TM
28	Continue to provide Town information through the Town's website, publications, social media and local media.	CC.19.	Ongoing	DIS, P&R, PD, TM
29	Incorporate best practices into communications strategies and provide continual improvements to the Town's website.	CC.19.	Ongoing	TM

Arts and Culture

30	<p>Continue support of the Town's Public Art Program by:</p> <ul style="list-style-type: none"> • Maintaining funding and program support. • Developing an inventory and maintenance program, including training for staff on correct maintenance procedures. 	CC.11., CC.14.	Ongoing Medium	DIS, F, TM
31	<p>Integrate public art into Town parks and trails system by:</p> <ul style="list-style-type: none"> • Including it in the design of the Naranja Park Master Plan. • Acting on measures identified in the Parks Master Plan. 	CC.12.	Medium Ongoing	P&R, TM
32	Utilize and maintain appropriate Master Operating Agreements with arts and culture entities such as the Southern Arizona Arts & Cultural Alliance.	CC.11.	Ongoing	TM
33	Assemble a team tasked with pursuing grants and alternative funding options as a means to continue and expand public art programs.	CC.11.	Short	F, TM
34	Develop strategies to expand outreach and information regarding public art offerings.	CC.12.	Short	TM
35	Develop a plan to create exhibit areas for cultural artifacts and documents through public and private partnerships in order to educate the public on local history.	CC.11., CR.2.	Medium	TM
36	Develop a plan identifying potential future investment strategies and suitable locations for additional cultural facilities including amphitheaters, performing arts facilities, instruction space, galleries and other facilities based on community needs and feasibility.	CC.13.	Medium	DIS, F, P&R, TM
37	Develop cooperative agreements with public school districts, private and charter schools to share school facilities for arts, recreation and education purposes.	CC.13.	Short	P&R, TM
38	Develop a strategy, including potential financial incentives, to encourage a public or private entity to build or remodel an indoor auditorium to accommodate performing arts based on community needs and feasibility.	CC.13.	Medium	F, P&R, TM

Parks and Recreation

39	<p>Evaluate and address the Town's community park system conditions and needs by:</p> <ul style="list-style-type: none"> • Creating an inventory and maintenance plan for existing parks and open space in the community. • Identifying target locations for needed community recreational amenities. • Periodically reviewing and updating the Parks Master Plan. • Developing and integrating strategies that address park shortages, preservation needs and safety upgrades into the Parks Master Plan. 	CC.2., CC.4., LU.7.	Short Ongoing Medium Medium	P&R
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40	<p>Study and plan for revenue and funding needs for parks, recreation and trails by:</p> <ul style="list-style-type: none"> Identifying potential revenue sources. Increasing public awareness of the cost to acquire, build and maintain public parks, trails and recreational facilities and to provide programs. Developing and administering public outreach efforts that gauge public support of future funding options to support park improvements. 	CC.2.	Medium	F, P&R, TM
41	<p>Utilize public/private partnerships and volunteerism programs to maintain and enhance open space and park and recreation facilities.</p>	CC.2.	Ongoing	DIS, P&R
42	<p>Continue to support the Town's multigenerational and multiuse community center so that it meets the identified needs of residents.</p>	CC.2.	Ongoing	P&R
43	<p>Study and evaluate the feasibility of the development of additional and improved public recreation or community education facilities in the community.</p>	CC.5.	Long	P&R, TM
44	<p>Develop a strategy to acquire property for larger recreational and community use of sufficient size and location that access can be shared equitably by multiple neighborhoods and all residents.</p>	CC.5.	Long	DIS, F, P&R
45	<p>Review opportunities to repurpose land for small and neighborhood parks by acquiring land or partnering with local stakeholders and agencies.</p>	CC.5.	Long	DIS, F, P&R
46	<p>Plan for future trail needs in the community by developing and adopting a trails plan that:</p> <ul style="list-style-type: none"> Establishes long-term strategies for trail development, linkages, management and upkeep in cooperation with other local jurisdictions. Links neighborhoods, open space, environmentally sensitive lands and natural resources. Integrates with the Parks Master Plan and is periodically updated. 	CC.3., SD.1.	Medium	DIS, P&R
47	<p>Create procedures, including public and private contributions, for integrating signs into parks, trailheads, trails and linear bicycle paths and near natural areas that:</p> <ul style="list-style-type: none"> Inform users of site information and regulations. Educate users about local history and ecology. 	CC.14., SD.1.	Short	DIS, P&R
48	<p>Explore opportunities to integrate family-friendly amenities into the trail system, such as areas for play, rest, water, shade and learning.</p>	SD.1.	Long	DIS, P&R



PUBLIC FACILITIES AND SERVICES

No.	Actions	Policies Implemented	Timeframe	Responsibility
49	<p>Plan strategically for Town operations, programs and services by:</p> <ul style="list-style-type: none"> • Studying alternative revenue sources. • Measuring short-and long-term needs. • Setting appropriate guidelines and financial resources for staff time and resources. • Developing an annual reporting system that evaluates potential efficiencies. • Pursuing grants to implement conservation measures. • Developing public and private partnerships. 	E.6., TS.7., CE.1.	<p>Ongoing Annual Ongoing Ongoing Medium Ongoing</p>	DIS, F, TM
50	<p>Develop a plan for long-term municipal facilities that considers overall community needs and growth and that addresses parking, facility expansion, satellite offices, central offices, maintenance and fueling facilities and operations.</p>	TS.7.	Medium	DIS, TM
51	<p>Ensure the provision and replacement of public facilities and services to the Oro Valley community by:</p> <ul style="list-style-type: none"> • Periodically evaluating and updating the efficiency, equity, and legality of existing and potential funding mechanisms to <ul style="list-style-type: none"> - Provide public facilities and services to new and existing development. - Recover the cost of public facilities and services to new development. • Exploring the use of improvement districts for the replacement/ upgrade of public facilities and services in areas of existing development. 	E.6., DG.1., DG.2.	<p>Ongoing Medium</p>	DIS, F, TM

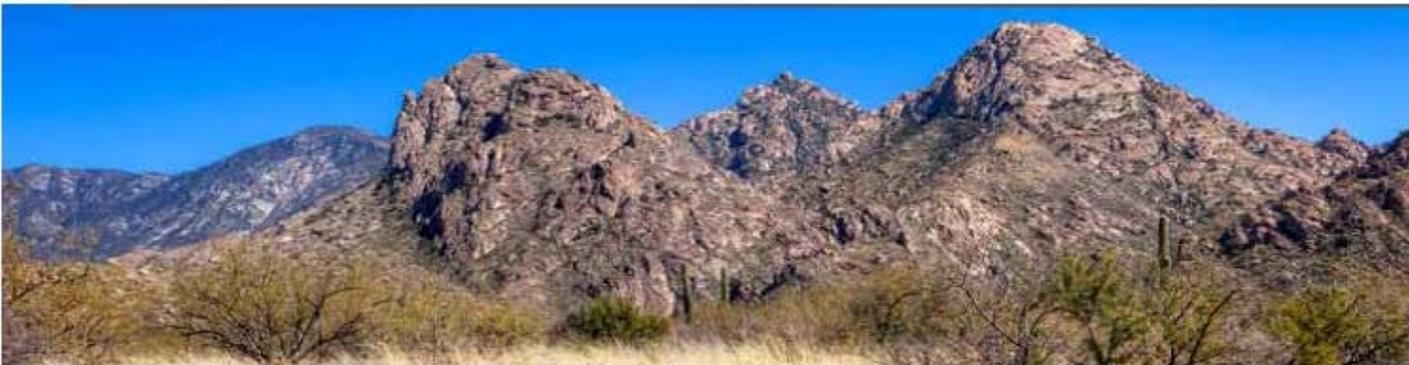
SAFETY

No.	Actions	Policies Implemented	Timeframe	Responsibility
Safety Planning				
52	<p>Plan for the safety and security of the community by developing, implementing and periodically updating strategies and plans for:</p> <ul style="list-style-type: none"> • Mass evacuation. • Post-disaster recovery. • Flooding. • Wildland-urban interface. • Drought response. • Climate change. • Response readiness which includes local and regional coordination. 	TS.1., TS.2.	Ongoing Ongoing Ongoing Ongoing Long Ongoing	DIS, PD, GRFD, WU
53	<p>Plan for emergency preparedness and emergency response by:</p> <ul style="list-style-type: none"> • Creating public safety partnerships with: <ul style="list-style-type: none"> - Identified private sector safety responders. - All emergency responders and utility providers. • Expanding public safety awareness and emergency training programs by working with various service providers. • Providing ongoing training to applicable Town staff on the adopted hazard mitigation plan and its requirements. 	TS.2., TS.4.	Medium	DIS, PD, GRFD
54	<p>Create a coordinated plan with agencies and emergency service providers regarding community emergency service locations which:</p> <ul style="list-style-type: none"> • Allow for appropriate response. • Are in safe and resilient locations protected from flood and fire risk. 	TS.6.	Short	DIS, PD, GRFD
55	<p>Continue the use of Crime Prevention through Environmental Design (CPTED) principles in the development review process and the design and engineering of community assets and facilities.</p>	TS.5.	Ongoing	DIS, PD
Safety Education				
56	<p>Educate the community about public safety by developing, implementing and periodically updating programs and outreach measures that prepare the community on:</p> <ul style="list-style-type: none"> • How to take care of themselves and neighbors during times of emergency, including energy shortages and outages. • Fire safety. • Floods. • How to shelter in place. • Cyber security. • Fraud protection. • Child safety and elder abuse issues. 	TS.1., TS.3., TS.4.	Medium, Ongoing	DIS, PD, GRFD

57	Seek funding opportunities and partnerships to ensure continued emergency preparedness outreach efforts.	TS.4.	Ongoing	DIS, PD, GRFD
58	Provide community policing and a high visibility public safety presence on roadways to help provide safe transportation options.	I.7.	Ongoing	PD
59	Continue to develop and implement programs, such as Neighborhood Watch and Citizen and Teen Academies, which support community policing as a means to further public safety in the community.	TS.1.	Ongoing	PD

Safe Development

60	Continue Town programs that limit risk associated with construction dust and the spread of diseases.	CC.1.	Ongoing	DIS
61	Require the inclusion of evacuation routes and development and density standards for new development that adjoins forest land and open space in order to minimize impacts from nearby potential wildfire areas.	TS.1.	Short	DIS
62	Develop strategies to protect human life and property from natural hazards including steep and unstable slopes and soils, floods and erosion hazards.	TS.5.	Medium	DIS
63	Address safety issues, including stormwater, in reviewing school and development site plans during the development review process.	TS.5.	Short, Ongoing	DIS



Actions Related to Environment (Chapter 4)

SONORAN DESERT RESOURCES

No.	Actions	Policies Implemented	Timeframe	Responsibility
64	Create public use agreements for natural resource areas with residents, homeowners associations, commercial property owners, public agencies and developers as part of future development requirements.	SD.1.	Ongoing	DIS, P&R

65	Provide training and resources to Town employees, board members and volunteers in coordination with community programs in order to protect natural resources.	SD.3.	Annual	DIS
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Environmentally Sensitive Lands

Maintain the Environmentally Sensitive Lands Ordinance (ESLO) by:

66	<ul style="list-style-type: none"> Evaluating and appropriately updating the ESLO for effectiveness at least every 10 years. Updating design guidelines and standards to incorporate best practices on site and building design related to environmental conservation. 	SD.2., SD.8.	Medium	DIS
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Protect and buffer environmentally sensitive lands from encroachment of incompatible uses and the associated flood risk and degraded habitat that may result by:

67	<ul style="list-style-type: none"> Developing a plan that buffers environmentally sensitive lands and designated open space. Reviewing and amending the Zoning Code as needed. 	SD.2., SD.8.	Medium, Ongoing	DIS
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Connect environmentally sensitive lands, which include wildlife and plant habitats, riparian areas and significant natural resource areas by:

68	<ul style="list-style-type: none"> Identifying preservation and connection strategies between environmentally sensitive lands, including Tortolita Mountain Park, Arroyo Grande, Catalina State Park and Coronado National Forest, in cooperation with other agencies and jurisdictions. Developing a plan that connects environmentally sensitive lands as development occurs. Creating development review strategies that require new development to link adjacent or contained environmentally sensitive lands together. 	SD.2., SD.8.	Long	DIS and partnerships with Pima County, Marana, the Forest Service and the Arizona State Land Department
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Protect significant biological resources, including key wildlife and plant habitats and special-status species, to prevent their loss or degradation by:

69	<ul style="list-style-type: none"> Maintaining a current and accurate database of significant biological resources, including maps of their locations. Monitoring and managing public use of significant biological resources. Inventorizing degraded areas that contain remnants of significant biological resources as defined on the Environmentally Sensitive Lands Map. Actively pursuing opportunities to restore identified degraded areas. 	SD.1.,SD.2., SD.8.	Short Ongoing	DIS
			Medium Ongoing	

Protect natural open space, including land contours, elevations, floodplains, riparian habitats and ridgelines by:

70

- Developing and implementing a program for the proactive acquisition, management and maintenance of public, natural open space in cooperation with other agencies and Pima County.
- Developing new and improving existing land use regulations that discourage unnecessary spread of development by promoting infill.
- Continuing to manage development and allow for compact development and flexible design options, including clustering, transfer of development rights or other techniques.

SD.1., LU.1.

Medium

DIS

Short

Ongoing

Night Sky and Scenic Views

Conserve scenic views of the ridgelines, hillsides, peaks and foothills of the Santa Catalina, Tortolita, and more distant mountain ranges that contribute to the Town’s valued scenic character by:

71

- Monitoring and revising scenic resource regulations as needed to enhance community-wide goals.
- Developing land use regulations that require development proposals to maintain and/or enhance the quality of views to and from public parks.
- Continuing to place a high priority on the conservation of views from defined scenic view corridors, as identified in the Environmentally Sensitive Lands Ordinance and supported by the General Plan during development review.

SD.6.

Ongoing

DIS

Medium

Ongoing

Maintain and improve night sky visibility by:

72

- Adhering to regional dark-skies initiatives.
- Updating regulations to incorporate new technologies and best practices that minimize light pollution.

SD.3, LU.4.

Ongoing

DIS

Short

Wildlife & Vegetation

Protect wildlife and wildlife routes within the community by:

73

- Identifying preferred wildlife routes.
- Developing roadway design standards that allow for wildlife to move below, above or across roadways.
- Incorporating appropriate spacing and wildlife friendly fencing into roadway design and construction.
- Ensure that any recreational trail density is appropriate to wildlife needs in natural areas.

SD.9.

Medium

DIS and partnerships with Pima County

74

Develop and implement the Town’s Tree Master Plan, which considers the benefits of trees in relation to overall community welfare, while making plans for infrastructure, facilities, new development and the conservation of Oro Valley’s scenic views.

SD.3.

Medium

DIS, P&R

75	Periodically review and update the Town's Save-A-Plant program in order to protect healthy, native vegetation.	SD.4.	Medium	DIS
76	Evaluate the effectiveness and provide appropriate support to programs or groups which strive to reduce invasive species and the replanting of native species.	SD.7.	Ongoing	DIS
77	Develop measures that encourage private property owners to assist in invasive species removal.	SD.7.	Short	DIS
78	Maintain a landscape plant palette that includes drought-tolerant and native Sonoran Desert plants and: <ul style="list-style-type: none"> • Require its use in all new landscape plans. • Make it available for general public use. • Continue Town programs that encourage its use. 	SD.8., LU.2.	Short Ongoing	DIS



Tohono Chul Park

WATER RESOURCES

No.	Actions	Policies Implemented	Timeframe	Responsibility
Water Conservation				
79	Provide and expand opportunities for public education and advocacy regarding water conservation, alternative water use, stormwater management and best practices for building and landscape design and retrofits, including low impact development and green infrastructure.	WR.1, LU.2.	Short	DIS, WU
80	Periodically review and update a drought response plan as a means to address future Central Arizona Project water and groundwater shortages.	WR.1,	Medium	WU

Protect water resources by:

81	<ul style="list-style-type: none"> Coordinating with appropriate water utilities, jurisdictions and public agencies. Continuing water-quality monitoring and sampling. Continuing long-term planning efforts. 	WR.1, LU.2.	Ongoing	DIS, WU
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Diverse Resources

Reduce dependence, use and diminishing of the groundwater supply by:

82	<ul style="list-style-type: none"> Continuing use of Central Arizona Project water. Exploring the expanded use of stormwater harvesting and recharge areas. 	WR.1., WR.3.	Ongoing	WU
			Medium	

Expand infrastructure and facilities that provide for a diverse water supply portfolio, including Central Arizona Project water and the use of reclaimed water for irrigation and other purposes.

83		WR.1.	Long	WU
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Develop plans, create partnerships and, where appropriate, incentives that increase use of alternative water sources for potable and non-potable uses, including:

84	<ul style="list-style-type: none"> Passive and active stormwater harvesting. Graywater. Treated wastewater effluent. Central Arizona Project water. Reclaimed water. 	WR.1., WR.3.	Long	WU
			Ongoing	

Utility Operation

Create programs that utilize Advanced Metering Infrastructure (AMI) technology across user groups that encourage self-monitoring and facilitate improved water management practices through early leak detection.

85		WR.1.	Short	WU
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Continue conservation pricing through a tiered rate structure for water customers.

86		WR.1.	Ongoing	WU
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Support the continued utilization of water impact fees.

87		WR.1.	Ongoing	WU
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Explore the feasibility, value and public interest in fluoridation of Oro Valley's water supply.

88		WR.1.	Short	WU
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Infrastructure

Provide resources for water course management including:

89	<ul style="list-style-type: none"> Channelizing to minimize safety threats. Maintenance to avoid clogging caused by impediments. 	SD.10.	Long Ongoing	DIS
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Design wash crossings to pass the design flow safely and with minimal physical, traffic or environmental impacts.

90		I.6.	Medium	DIS
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91	Evaluate and rehabilitate or enhance as appropriate, any drainage systems, water detention and retention facilities and other infiltration areas existing within the project area of a capital improvement project.	I.6.	Ongoing	DIS, WU
92	Continue maintenance for publicly owned retention basins and stormwater facilities.	I.6.	Ongoing	DIS
Stormwater Management				
93	Put in place plans, resources and requirements to manage stormwater runoff in order to: <ul style="list-style-type: none"> • Reduce soil erosion. • Increase infiltration into the groundwater. 	SD.7., I.6.	Short	DIS
94	Continue support and provide resources for programs that manage vegetation as a means to support stormwater management.	SD.10.	Ongoing	DIS
95	Continue to support planning for and implementation of the Town's Stormwater Management Plan.	I.6.	Ongoing	DIS
96	Monitor and enforce stormwater controls to prevent aquifer pollution and the erosion or siltation of washes.	SD.10.	Ongoing	DIS
97	Develop and implement a public education program regarding ways to minimize negative environmental impacts of stormwater caused by development.	SD.10.	Short	DIS
98	Study options and provide opportunities for development or redevelopment to design for, capture and manage stormwater in facilities having multiple benefits, such as stormwater management, recreation, wildlife habitat and groundwater recharge.	LU.1.	Medium	DIS, WU
99	Evaluate all public and private development projects during the review process to determine the effects of the projects on on-site and downstream drainage and associated ecological systems.	I.6.	Short	DIS
100	Evaluate stormwater management policies, practices and work programs and align with water conservation strategies when appropriate.	I.6.	Medium	DIS, WU

CULTURAL RESOURCES

No.	Actions	Policies Implemented	Timeframe	Responsibility
Preservation				
101	<p>Preserve and share significant cultural resources of Oro Valley with the community by:</p> <ul style="list-style-type: none"> Identifying significant cultural resources, including people, events, places and activities in an inventory that is periodically updated. Collecting oral histories from key persons related to Oro Valley's history. Preserving Town of Oro Valley historical records and documents to maintain a chronology of Town development and milestone events. Requiring that interpretive elements related to cultural resource sites be planned for in public use areas and private developments during the development review process. Creating and executing a plan for the placement of interpretive elements related to cultural resource sites in existing and planned Town facilities and properties with the assistance of outside funding. 	CR.1., CR.2., CR.3.	Medium	DIS, P&R
102	<p>Explore potential agreements with public and private entities, including partnerships with library and education institutions, to ensure appropriate use and preservation of cultural resources for future generations.</p>	CR.3.	Short	P&R
103	<p>Raise community awareness and support of local cultural resources by:</p> <ul style="list-style-type: none"> Developing collaborative work programs with community organizations and groups to provide information, education and events increasing the awareness of the history of the Town. Creating engaging and informative parks and recreational programs and activities. 	CC.14., CR.2.	Medium Ongoing	P&R
Management				
104	<p>Implement, monitor and oversee the Town's current and future cultural resource plans by:</p> <ul style="list-style-type: none"> Implementing the Cultural Resources Management Plan. Implementing the Steam Pump Ranch Master Plan in conformance with easement agreements with Pima County. Exploring a potential agreement with Pima County to implement the Interpretive Plan for Honey Bee Village Archaeological Preserve and obtain appropriate public access. Exploring adaptive rehabilitation of historic properties for public use. 	E.3., CR.1., CR.2., CR.3.	Medium	P&R

105	Pursue grants and other funding, including dedicated Town funding, to provide for the protection and preservation of cultural resources in the community.	CR.1.	Ongoing	P&R
106	When opportunity exists, acquire properties of significant cultural resource value that enhance the history of Oro Valley.	CR.1.	Ongoing	P&R
107	Continue to provide Town resources to maintain certified local government status with the State of Arizona Historic Preservation Office.	CR.3.	Ongoing	P&R
108	Avoid, minimize or mitigate as appropriate the potential effect of development projects on significant prehistoric and historic sites during the Town's planning and design processes by: <ul style="list-style-type: none"> Requiring the preparation of cultural resources assessments by a qualified archaeologist or historian for new development projects. Consulting with the State Historic Preservation Office or other appropriate agencies as needed. 	CR.1.	Short	DIS, P&R

CLEAN ENVIRONMENT

No.	Actions	Policies Implemented	Timeframe	Responsibility
Waste Disposal				
109	Provide and support safe and convenient waste disposal options for the community by: <ul style="list-style-type: none"> Implementing programs that demonstrate best practices in recycling, waste minimization and disposal programs. Exploring the creation of a Town-wide recycling program for municipal, commercial and residential uses. Collaborating with the private sector to offer recycling stations and clean composting sites throughout the Town. Establish hazardous waste collection and storage facilities in Oro Valley. Continuing support and expanding public outreach for public education regarding proper medication disposal and the Town's Dispose-A-Med program. 	CE.1., CE.2.	Short Medium Medium Medium Ongoing	DIS, PD, TM
Sustainable Practices and Outreach				
110	Promote sustainable practices in the private sector by: <ul style="list-style-type: none"> Developing an Oro Valley awards program to recognize these practices. Establishing development incentives for projects demonstrating an exemplary commitment to sustainability. Partnering with local businesses to create incentives for the education, purchase and/or installation of resource conservation products. 	CE.2., CE.5.	Medium	DIS, WU

111	<p>Develop and implement strategies and programs which:</p> <ul style="list-style-type: none"> Promote conservation of resources, especially water, in public spaces, art or activities. Demonstrate best practices in air quality improvement, sustainable operations and energy efficiency. 	CC.14., CE.1.	Medium	DIS, WU
112	<p>Identify, promote and increase community awareness of natural, water and cultural resources by:</p> <ul style="list-style-type: none"> Developing a program that educates the public on these resources and best practices for their protection and conservation. Exploring the development of a public space that educates the community on Sonoran Desert Resources and their conservation. 	SD.3., SD.5.	Short	DIS, P&R, WU
Energy				
113	<p>Promote energy efficiency by:</p> <ul style="list-style-type: none"> Reviewing, identifying and addressing Town policies and ordinances that enhance renewable energy production, efficiency and conservation. Conducting an assessment of emerging renewable technologies for potential application in the community. Adopting the most up-to-date International Code Council (ICC) Energy Conservation Code in concert with regional jurisdictions and stakeholders. 	CE.5.	Medium	DIS
114	<p>Support the use of alternative energy to reduce emissions and air pollution and to enhance environmental quality by:</p> <ul style="list-style-type: none"> Creating programs that incentivize and reduce barriers to the use of clean alternative energy in business, institutional and residential settings. Exploring opportunities to encourage private industry to develop and maintain convenient alternative fuel stations. 	CE.5., I.13.	Medium	DIS, TM
115	<p>Create energy efficiencies in Town operations by:</p> <ul style="list-style-type: none"> Providing an annual energy report card to track energy usage in relation to energy plans and savings. Implementing measures to increase efficiencies of Water Utility equipment. Investigating the feasibility of converting Town vehicles and negotiating agreements with other large fleet organizations to utilize "green fuel." 	WR.2., CE.1. CE.4.	Annual Medium	DIS, WU
116	<p>Create programs that increase awareness about energy usage in order to reduce consumption of energy, water and electrical resources.</p>	CE.4.	Medium	DIS, WU
117	<p>Work collaboratively with regional partners to create and maintain web-based information portals such as Solar One Stop, uniform renewable energy standards, inspection procedures and submittal requirements, and provide for electronic permitting.</p>	CE.4.	Medium	DIS, IT

Sustainable Design

Utilize sustainable landscape solutions and irrigation standards which:

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| 118 | <ul style="list-style-type: none"> • Include the use of native vegetation appropriate to varying sites. • Minimize energy demands of development. • Consider view conservation. | WR.4., CE.4. | Short | DIS, WU |
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Create programs to enhance air quality by:

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| 119 | <ul style="list-style-type: none"> • Controlling construction dust and exploring the requirement of reclaimed water use to do so. • Encouraging the use of natural gas, multimodal transportation, rideshares and renewable resources. | CE.3., CE.4. | Long | DIS |
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Pursue sustainability and environmental conservation in development by:

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| 120 | <ul style="list-style-type: none"> • Integrating new green infrastructure and low impact development techniques into development regulations where appropriate. • Periodically updating existing low impact development regulations. • Including sustainable and environmental development practices in Town development review. | LU.1. | Short | DIS |
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| 121 | Require the most energy efficient roofing materials practicable, based on performance, to be used in new commercial and residential construction. | CE.4. | Long | DIS |
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| 122 | Remove regulatory barriers and develop programs which recognize model green building efforts in the community and promote green building for new construction. | LU.1. | Short | DIS |
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Update existing and develop new building codes and design standards for development that:

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| 123 | <ul style="list-style-type: none"> • Encourage the passive and active solar orientation of lots. • Reduce heating and cooling demands of buildings. • Create comfortable outdoor public areas by shading walkways in parking lots and near buildings with landscaping or constructed features. • Minimize blocking or reflecting sun on adjacent public spaces or buildings. | LU.3. | Long | DIS |
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Actions Related to Development (Chapter 5)

LAND USE AND DESIGN

No.	Actions	Policies Implemented	Timeframe	Responsibility
Character/Compatibility				
124	Continue to support the intent of the Airport Environs Zone at the La Cholla Airpark, which specifically limits adjacent building heights, in order to continue the viability of the area and the comfort of nearby residents.	LU.5.	Ongoing	DIS
125	Maintain the unique character of Oro Valley by studying and updating: <ul style="list-style-type: none"> • Signage regulations to emphasize identification and direction over advertising goods or services to maintain compatibility and minimal intrusiveness. • Site design standards. • Land use regulations that define and incorporate effective compatibility standards. • Regulations which enable a variety of architectural colors and textures, especially for commercial, that integrate with the community and don't emphasize sameness. 	LU.5., LU.6.	Medium	DIS
126	Develop requirements for neighborhood retail and office use designs to respect nearby residential scale and character.	LU.6.	Short	DIS
127	Develop design standards for campus-type employment centers that emphasize pedestrian orientation, native landscaping and a cohesive architectural theme.	LU.6.	Medium	DIS
128	Develop detailed planning for designated neighborhood-scale growth areas at prominent intersections.	LU.7.	Long	DIS

Development Standards

129	Create development standards, policies and provisions and make available in appropriate locations for: <ul style="list-style-type: none"> • Transit-oriented development. • Walkable neighborhoods and commercial areas. • Mixed-use zoning. • Form-based code. 	LU.5., LU.7., LU.8., LU.9.	Long	DIS
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Master Planning

Update development regulations of Master Plan communities to:

- Incorporate land uses consistent with surrounding development and residential acceptance.
- Respect Planned Area development standards and seek to harmonize differentiating design requirements between existing and new development.
- Design coordinate driveways, parking, readily-accessible open space, landscape amenities and proper infrastructure improvements.
- Serve the needs of a mix of resident ages and backgrounds.

130

LU.8.

Medium

DIS

Continue to encourage the coordinated development of vacant and adjoining areas of 40 acres or more, either under multiple or single ownership, to ensure adequate planning for infrastructure, circulation and amenities.

131

LU.8.

Ongoing

DIS

Growth

Plan for the growth of the community through annexations by:

- Creating an annexation strategy that reflects sound financial planning.
- Continuing support of staff in technical review and analysis of annexation proposals.

132

E.5., I.4.

Long

DIS, F, TM

Investigate the annexation of county islands and peninsulas to facilitate infrastructure expansion and improve operational efficiencies of municipal services.

133

I.4.

Long

TM

Hold periodic “energy summits” by bringing together providers, key landowners, businesses and Town staff to identify and resolve issues and discuss plans for future growth.

134

I.4.

Long

DIS, TM

Housing

Respond to and plan for the present and future housing needs of the community, while considering changes in demographics and overall growth by:

- Conducting a housing inventory.
- Developing a housing plan, that addresses the needs of a diverse community.
- Developing zoning strategies that implement the housing plan.

135

CC.7.

Medium

DIS

INFRASTRUCTURE

No.	Actions	Policies Implemented	Timeframe	Responsibility
136	<p>Identify and facilitate the timely replacement and upgrade of aging infrastructure by:</p> <ul style="list-style-type: none"> Integrating long-term accounting of capital replacement costs into the Capital Improvement Program. Identifying and seeking funding options. Developing cooperative relationships with Town departments, outside agencies and utility providers. 	I.3.	Annual	DIS, F, WU
137	<p>Develop a plan for new development and infrastructure that:</p> <ul style="list-style-type: none"> Identifies funding methods and techniques. Defines public and private cost responsibilities. 	DG.1.	Medium	DIS, F
138	<p>Develop criteria with other agencies and providers for the responsible siting of utilities, infrastructure and other public facilities while considering their placement:</p> <ul style="list-style-type: none"> Underground to protect visual character. In open spaces only when necessary and with special consideration. 	I.1., I.2.	Medium	DIS, WU
139	<p>Evaluate land use and development proposals during the review process to assess infrastructure needs in cooperation with energy providers and property owners.</p>	I.4.	Ongoing	DIS
140	<p>Make strategic public investments as part of the Capital Improvement Program that support desirable economic development.</p>	E.2.	Long	DIS, F, TM
141	<p>Coordinate infrastructure expansion and future utility services in Innovation Park and other key employment and commerce sites.</p>	E.2.	Ongoing	DIS
142	<p>Increase opportunities for telecommunications and broadband services in the community by:</p> <ul style="list-style-type: none"> Identifying community needs and suitable providers. Assessing suitable locations and the impact on current infrastructure. 	I.5.	Long	DIS, IT, TM
143	<p>Provide the community up-to-date information through the Town's website about proposals for utility installations, including new booster or transmission facilities.</p>	I.1.	Ongoing	DIS, TM



TRANSPORTATION/CIRCULATION

No.	Actions	Policies Implemented	Timeframe	Responsibility
Transportation Planning				
144	<p>Develop plans and strategies that increase transportation options and the ability to travel by means other than the automobile for all community members by:</p> <ul style="list-style-type: none"> Investigating inclusion of bike lanes, sidewalks or multiuse lanes along collectors and arterials. Coordinating efforts between the Town's land use, police department, engineering and transportation divisions. 	E.4., CC.1., CC.8., CC.17., I.10.	Short	DIS, P&R, PD
145	Create a plan that coordinates the land use and transportation planning for growth areas with planning for transit and commercial corridors, in coordination with other jurisdictions and agencies.	LU.7.	Medium	DIS
146	Re-examine Zoning Code parking ratios as part of overall transportation planning in areas where transportation options other than the automobile are available.	I.10.	Short	DIS
147	Create a complete streets design manual that takes into account means to calm traffic, traffic safety, neighborhood aesthetics, stormwater management, access management, public health, safety and community vitality.	I.8.	Short	DIS

Street Function

Complete long-range planning for the roadway network that addresses:

148

- Proper capacity (20-year traffic volume projection) to serve traffic generated by the land uses depicted on the General Plan Land Use Map.
- Future transportation needs, access and development on major roadways.
- Fostering alternative routes to Oracle Road in order to alleviate congestion.

LU.7., I.7., I.8.

Medium

DIS

149

Define measures and identify available funding that provide for the continued proactive maintenance of a street system of the highest quality.

TS.7.

Medium

DIS, F

150

Coordinate with the state to develop detailed planning for Oracle Road that identifies partnerships, funding options and agreements in order to allow for:

- Diverse development.
- An upgraded transportation experience for all users, including pedestrians and bicyclists.
- An upgraded visual quality.

SD.6., LU.7,
I.10.

Medium

DIS

151

Re-evaluate roadway design standards, especially for arterial and collector roads, to include methods for:

- Easy detection, response and clearing of traffic incidents.
- Reducing fuel consumption, congestion and the number of vehicle starts and stops.
- Improving the attractiveness of roadways, including public art, landscaping and decorative light poles.
- Including landscaped medians with only native vegetation, water harvesting and no permanent irrigation on four-lane or larger roadways.

I.7., I.8.

Medium

DIS

Multimodal

152

Develop partnerships with businesses and other regional partners to more efficiently and effectively provide mobility options, encourage people to use multimodal transportation methods, reduce trips and participate in bike and pedestrian safety courses.

I.7., I.8.

Short

DIS, P&R

153

Create requirements for new development and redevelopment to incorporate transit, pedestrian and non-motorized transportation measures during the development review process.

I.10.

Medium

DIS, P&R

Bicycle and Pedestrian

154	Collaborate with Pima County, Marana and Tucson to enact consistent standards and design guidelines for pedestrian and bicycle facilities that will provide for a safe and sensible network.	I.9.	Medium	DIS, P&R
155	Develop a plan to eliminate gaps and barriers and provide consistent connections in the pedestrian and bikeway systems.	I.10.	Short	DIS, P&R
156	Assist in the completion and funding of the regional bike and pedestrian "loop" system through intergovernmental agreements and collaboration.	I.9.	Ongoing	DIS, F, P&R
157	Pursue the certification of Oro Valley as an exemplary, bike-friendly community.	I.9.	Short	DIS, P&R
158	Require private development to provide bicycle amenities and trail system connection by updating the zoning code.	I.10.	Medium	DIS, P&R
159	Encourage walkability and safe routes to destinations through the community by: <ul style="list-style-type: none"> Integrating a comprehensive sidewalk system into existing and future transportation plans. Developing an assessment process for walkability standards to be used during development review. Identifying locations where pedestrian facilities and connections need to be upgraded along major roadways. Building pedestrian facilities that connect residential with nearby services and amenities. Evaluating Town programs and creating opportunities for collaboration with community organizations and local agencies to increase walking opportunities for school children. 	CC.1., CC.3., CC.8., I.8.	Short Short Short Ongoing Short	DIS, PD

Transit

160	Develop a plan for future transit needs that includes: <ul style="list-style-type: none"> Safe, attractive, efficient transit shelters that enhance the community's character. Pullouts for buses. Efficient transit routes which allow for coordination of trips to common destinations and regional connections. 	I.11.	Medium	DIS
161	Continue partnerships with other transportation providers to preserve and protect the mobility of seniors and people of all abilities.	I.11.	Ongoing	DIS
162	Provide public education that expands public awareness of transit as a realistic, safe and efficient alternative to individual vehicles.	I.12.	Short	DIS
163	Monitor and modify existing transit service as needed to respond to community needs and changes.	I.12.	Ongoing	DIS



7. PLAN ADMINISTRATION

7.1. INTENT OF THE PLAN

Oro Valley intends *Your Voice, Our Future* to be followed and consistently applied. If changes in the community cause a need for the Plan to be changed, such changes must be made through the process outlined in this Plan.

Responsibility for following *Your Voice, Our Future* is shared by residents, Oro Valley staff, the Planning and Zoning Commission and the Town Council. This section outlines the process for changing (updating and amending) the Plan.

7.2. UPDATING THE PLAN

The adoption of *Your Voice, Our Future*, or parts of it, fall under Arizona Revised Statutes (ARS) 9-461.06L. Once the Town Council approves the Plan draft as being ready for community vote, residents will vote for or against adoption.

7.3. IMPLEMENTING THE PLAN

Your Voice, Our Future, voted on by the residents of Oro Valley, will be put into action over the next 10 years through the action items listed in Chapter 6: Getting to Work. Priorities for each year will be determined in a Strategic Plan for that year. In strategic plans Oro Valley can identify the most pressing issues or items and optimize resources to meet them, while also keeping long-term goals in mind. In addition, yearly strategic plans allow for re-evaluating items based on changing conditions or unexpected events.

Your Voice, Our Future actions are implemented through the overall Planning Work Plan and other department work plans, which are periodically adopted by the Town. Departments identified in *Your Voice, Our Future* will have specific time frames in which to carry out action items. Projects are either completed using staff resources or funded through the annual budget and/or Capital Improvements Program (CIP).

By state law, once *Your Voice, Our Future* is adopted, yearly project reports will be required, outlining the progress on action items. These reports, with that year’s Strategic Plan, are submitted to the Town Council as part of monitoring progress of *Your Voice, Our Future*. Following work plans will then be coordinated to secure funding through the Fiscal Year Budget and CIP, or by finding outside resources.



7.4. AMENDING THE PLAN

Every year applications typically are made to the Town of Oro Valley for amendments to the General Plan. These requests most often concern changes to the Town’s Land Use Map and generate a significant amount of interest within the community. This section outlines new standards for types of amendments, the criteria to be used when judging the applications and the process entailed.

7.4.1. GENERAL PLAN AMENDMENT THRESHOLDS

Type 1 Amendments

Type 1 Amendments involve significant changes to the Town’s General Plan. They include changes on parcels to different land use types that are most impactful. Such amendments may include changes from large lot residential to commercial use or decreases in open space.

Type 1 Amendments are defined as major General Plan amendments in state law and involve a substantial alteration of the Town’s land use mixture or balance. Type 1 Amendments require more extensive neighborhood meetings, public hearings and a higher level of concurrence by Town Council for approval.

A Type 1 Amendment shall be required for any of the following substantial alterations to the General Plan:

1. Any text changes to a goal, policy or action that alters the intent or purpose of any element, goal, policy or action of the General Plan.
2. Any change to the Land Use Plan as follows:
 - a. Affecting 40 acres or more and classified as a Type 1 Amendment on the General Plan Amendment Matrix below. The General Plan Amendment Matrix below includes all land use amendment scenarios and specifies the type of amendment required. Generally, a Type 1 Amendment is required when a request involves 40 acres or more and a two-step increase in land use categories. For example, a 50-acre property proposed for amendment from Low Density 1 to Medium Density would require a Type 1 Amendment.
 - b. Increasing the amount of High Density Residential, regardless of acreage.
 - c. Increasing the amount of Master Planned Community, regardless of acreage.
 - d. Decreasing neighborhood commercial office, community regional commercial or commerce office park land use designations, regardless of acreage.
 - e. Decreasing the amount of designated Open Space regardless of acreage.
 - f. Planning Area Boundary changes.
 - g. Amendments for properties outside the Urban Services Boundary.

General Plan Amendment Matrix

To be used in determining type of amendment, in conjunction with 2.a. above.

Existing	Proposed Designation (Change To)												
	R-LDR	LDR1	LDR2	MDR	HDR	MPC	RG	NCO	CRC	COP	PSP & SCH*	PARK	OS
R-LDR	none	2	1	1	1	1	1	1	1	1	1	2	2
LDR1	2	none	2	1	1	1	1	1	1	1	1	2	2
LDR2	2	2	none	2	1	1	1	1	1	1	1	2	2
MDR	2	2	2	none	1	1	1	1	1	1	1	2	2
HDR	2	2	2	2	none	1	1	1	1	1	2	2	2
MPC	1	1	1	1	1	none	1	1	1	2	2	2	2
RG	1	1	1	1	1	1	none	2	1	2	2	2	2
NCO	1	1	1	1	1	1	2	none	1	2	2	2	2
CRC	1	1	1	1	1	1	2	2	none	2	1	2	2
COP	1	1	1	1	1	1	2	2	2	none	1	2	2
PSP & SCH*	2	2	2	2	1	1	2	2	2	2	none	2	2
PARK	1	1	1	1	1	1	1	1	1	1	1	none	2
OS	1	1	1	1	1	1	1	1	1	1	1	1	none

Designation Key

- R-LDR Rural Low Density Residential (0 - 0.3 homes per acre)
- LDR1 Low Density Residential 1 (0.4 - 1.2 homes per acre)
- LDR2 Low Density Residential 2 (1.3 - 2.0 homes per acre)
- MDR Medium Density Residential (2.1 - 5.0 homes per acre)
- HDR High Density Residential (5.1+ homes per acre)
- MPC Master Planned Community
- RG Resort and Golf Course
- NCO Neighborhood Commercial and Office
- CRC Community/Regional Commercial
- COP Commerce/Office Park
- PSP Public/Semi Public
- SCH Schools
- PARK Parks
- OS Open Space

*Public Schools are not subject to the amendment process.

Type 2 Amendments

Type 2 Amendments involve less impactful changes to the General Plan and do not represent a substantial alteration of the Town’s land use mixture or balance. Type 2 Amendments are not intended to be major General Plan amendments as provided by state law.

Type 2 Amendments involve a review process with ample public outreach, neighborhood meetings and public hearings related to the amendment.

A Type 2 Amendment shall be required for any of the following changes to the General Plan:

1. Any text changes to a goal, policy or action that does not alter the intent or purpose of any element, goal, policy or action of the General Plan.
2. Any amendment not meeting the criteria for a Type 1 Amendment.
3. Amendments to the Urban Services Boundary.
4. Open Space trades resulting in no net loss of open space and that meet the Town’s environmental objectives.
5. The Planning and Zoning Administrator may reclassify a Type 2 Amendment to a Type 1 Amendment based on the following findings:
 - a. High visibility of the property by a significant portion of the community, beyond visibility by adjacent property owners. Areas of high visibility include, but are not limited to locations along major thoroughfares, at major gateways into the community such as town limits and properties that are highly visible due to elevation.
 - b. The physical characteristics of the site such as environmental constraints, access or topography will likely result in significant environmental or grading impacts to the property.
 - c. The proposed density or type of development would create a significant and abrupt transition in land use in comparison with the adjacent area and development context. The change may impact the surrounding development character or signal an overall change to the future of the area.

Exceptions

The following shall not require a formal amendment to the General Plan and may be reviewed administratively:

1. All scrivener’s errors will be subject to administrative approval. Scrivener’s errors are unintentional clerical mistakes made during the drafting, publishing, and copying process.
2. Public schools are not subject to the amendment process.
3. The Planning and Zoning Administrator shall have the authority to administer and interpret the provisions of the General Plan. Requests for interpretations may be filed by an applicant or an aggrieved party owning property within the required notification area for General Plan amendments. Information on interpretations shall be identified in all related staff reports for the Planning and Zoning Commission and Town Council.



7.4.2. GENERAL PLAN AMENDMENT EVALUATION CRITERIA

General Plan amendment evaluation criteria provide a tool for the Town to judge the merits of a specific amendment request. The criteria identifies broad themes from the General Plan that an amendment should address, as well as specific development related issues that will be evaluated by the Town in relation to the amendment request. The intent of this criteria is to gather information that forms the basis for Town decision-making on amendment requests. The criteria is purposely written using broad language to enable review of applications based on the full breadth of General Plan topics. The ultimate decision regarding compliance of the criteria will be made by Town Council. Mitigation as needed may be incorporated as special area policies by Town Council, or addressed in subsequent zoning and development processes.

The review and analysis shall include the following criteria:

1. On balance, the request is consistent with the vision, goals and policies of the General Plan as demonstrated by adherence to all the following criteria. The request shall not:
 - a. Significantly alter existing development character and land use patterns without adequate and appropriate buffers and graduated transitions in density and land use.
 - b. Impact existing uses with increased infrastructure without appropriate improvements to accommodate planned growth.
 - c. Impact other public services including police, fire, parks, water and drainage unless careful analysis and explanation of anticipated impacts is provided to the Town for review.
 - d. Impact the natural beauty and environmental resources without suitable mitigation.
2. The applicant has implemented effective public outreach efforts to identify neighborhood concerns and has responded by incorporating measures to avoid or minimize development impacts to the extent reasonably possible, as well as to mitigate unavoidable adverse impacts.
3. All non-residential amendment requests will contribute positively to the long-term economic stability of the Town as demonstrated by consistency with goals and policies related to economic development and financial stability.

It shall be the responsibility of an applicant to submit information, studies and analysis that will enable all participants to adequately assess the request in relation to the criteria.



Joe A. Tyler, Untitled. Cañada del Oro River Park Path, N La Cañada Dr. and W Tangerine Rd.

7.4.3. GENERAL PLAN AMENDMENT PROCESS

As the General Plan provides primary guidance for future decision-making, the procedures for amendment include significant public outreach that provide for meaningful public involvement in the amendment process. Part of this public involvement includes neighborhood meetings. These meetings are intended to inform and educate residents. Town staff assist in building consensus between applicants and neighbors. The specific procedures for amendment to the General Plan are codified in the Oro Valley Zoning Code Revised (OVZCR).

Type 1 Amendments

Type 1 Amendments involve significant property changes to different land use types. Type 1 Amendments must be heard before Town Council during the same calendar year the original amendment request is made and may only be approved through a two-thirds majority vote. As these amendments have the potential for greater impact to the surrounding area and the community as a whole, the Zoning Code establishes an enhanced process of public outreach as described below.

Type 1 Amendments may only be filed during a single limited-duration period of the year.

- The Town will provide a program which increases public awareness and information regarding amendments
- Neighborhood meetings conducted during the process
- Enhanced public notice requirements which exceed the state's legal requirements
- Notice to adjacent communities, regional planning groups and state agencies for comment
- Enhanced public hearing requirements

Type 2 Amendments

Type 2 Amendments involve less impactful changes to the General Plan, but still include a substantial public outreach process as described below. Also of note, Type 2 Amendments may be approved by Town Council with a simple majority vote.

- Type 2 Amendments may be filed any time during the calendar year
- Neighborhood meetings conducted during the process
- Enhanced public notice requirements that exceed the state's legal requirements
- Public hearings before the Planning and Zoning Commission and Town Council

10 Year Updates

State law requires that a comprehensive update of the General Plan be undertaken at least once every 10 years. Changing conditions may warrant a comprehensive update or amendments to portions of the Plan on a more frequent basis as determined by Town Council.





8. APPENDICES

8.1. TOWN STAFF

***Your Voice, Our Future* Project Team:**

Nora Campbell, Planner

Greg Caton, Town Manager

Danielle Driscoll, Office Assistant

Elisa Hamblin, Long Range Principal Planner

Paul Keesler, Development and Infrastructure Services Director

Misti Nowak, Communications Administrator

Teresa Shin, Office Assistant

Bayer Vella, Planning Manager

With additional assistance from:

Abdo Abdelrasoul, GIS Analyst

Joe Andrews, Chief Civil Deputy Town Attorney

Rosevelt Arellano, Senior Planner

Sue Bunnin, Court Administrator

Chris Cornelison, Assistant to the Town Manager

Chad Daines, Principal Planner

Lynanne Dellerman, Recreation/Cultural Resource Manager

Kristy Diaz-Trahan, Parks and Recreation Director

Nancy Ellis, Multimodal Planner

James Gardner, Parks Manager

Amanda Jacobs, Economic Development Manager

Robert Kirshman, Planner

Stacey Lemos, Finance Director

Chris Olson, Lieutenant, Special Operations

Aimee Ramsey, Development and Infrastructure Services Assistant Director

Jose Rodriguez, Engineering Manager

Philip Saletta, Water Utility Director

Pia Salonga, Marketing and Communications Specialist

Michael Spaeth, Senior Planner

Larry Stevens, Deputy Chief of Police

Mike Todnem, Stormwater Manager

Phil Trenary, Operations Manager

8.2. GLOSSARY

A

Action: An action indicates the specific actions, procedures, programs, or techniques to take in order to fulfill the policies. Actions also specify primary responsibility for carrying out the action and a timeframe for its accomplishment.

Aggregate: Natural aggregates are particulate materials consisting of crushed stone, sand and gravel, typically mined from riverbeds. Aggregates are primarily used in construction, agriculture and industry.

Annexation: Annexation is the process by which a city or town extends and increases its corporate limits. The process is closely governed by Arizona State Law (A.R.S. § 9-471).

Average Daily Traffic: The average traffic volume on a roadway segment under average weekday conditions.

B

Boards and Commissions:

- BOA – Board of Adjustment
- CDRB – Conceptual Design Review Board
- HPC – Historic Preservation Commission
- PRAB – Parks & Recreation Advisory Board
- P&Z – Planning and Zoning Commission
- SWUC – Storm Water Utility Commission
- WUC – Water Utility Commission

C

Central Arizona Project (CAP): CAP is designed to bring approximately 1.5 million acre-feet of potable Colorado River water per year from Lake Havasu to Pima, Pinal and Maricopa Counties via a 336-mile system of aqueducts, tunnels, pumping plants and pipelines. CAP supplies the Town of Oro Valley with a water allocation of 10,305 acre-feet per year.

Community Gathering Places: Community gathering places are public and private spaces where people are able and encouraged to congregate. They are designated areas which are the result of detailed planning and that serve as the focus of the community.

Contiguous: In close proximity; neighboring; adjoining; near in succession; in actual close contact; touching at a point or along a boundary; bounded or traversed by.

Cultural Resource: Cultural resources are the physical evidence of past human activities and accomplishments of people, including prehistoric and historic sites, buildings, objects, features, structures, and locations with scientific, historic and cultural value. Cultural resources may also be places that are important to living people. Cultural resources are finite and non-renewable resources.

D

District:

- **Special Improvement District:** A special improvement district is an area of existing development for which the replacement or upgrading of public facilities and services is designated.
- **Zoning District:** A specific area of a city or county that has proscribed land use requirements, such as land use type and development standards (e.g., minimum lot size, set-backs, building design, landscaping). The districts may also be known as zones or areas.

Dwelling Unit Per Acre (DU/AC): The number of residential units on an acre of land, which is generally used to regulate population density.

E

Effluent: Effluent is water that has been collected in a sanitary sewer for subsequent treatment in a regulated facility.

F

Floor-Area Ratio (FAR): A floor-area ratio is the ratio of the gross building square footage permitted on a lot to the net square footage of the lot. For example, a floor-area ratio of 0.25 applied to a one-acre (43,560 sq. ft.) lot, with no other requirements (e.g., setbacks), would allow a gross building with 10,890 sq. ft.

Form-Based Code (FBC): Form-based code is a land development regulation that uses physical form as the organizing principle. FBC does not designate land use or property use. Instead, FBC provides specific standards for building design, sidewalk experience, streetscapes and open spaces.

Functional Classification: Functional classification is a system to describe the various types of roadways by their primary purpose. Classifications typically describe not only the number of lanes, but also the types of access permitted to the roadway and the average daily traffic volume. Oro Valley roadway designations are major arterial, minor arterial, collector (major and minor) and local streets.

G

Gathering Place: Unique designated areas within the Town which offer an attractive and vibrant atmosphere designed to attract residents and visitors alike. *Further definition for these gathering places will be completed through additional planning by the Town.*

General Plan: A municipal or county planning document consisting of text policies and corresponding maps that is general, comprehensive and long range in nature. The State of Arizona requires municipalities and counties in Arizona to have a General Plan, with certain required elements, depending upon the size and growth rate of the municipality or county. A General Plan may also be known as a “comprehensive plan,” “master plan,” “city plan” or “county plan.”

Goal: A goal is the desired result or the envisioned future. Goals are not quantifiable, time-dependent, or suggestive of specific actions for achievement. Goals answer the question “*what do we strive for?*” and often refer to one or more aspects of the community’s Vision and Guiding Principles.

Graywater: Graywater is generally waste water from clothes washers, bathtubs, showers and bath sinks used for flood or drip irrigation of outdoor plants as a means of water conservation and recycling.

Green Infrastructure (GI): An adaptable term used to describe an array of products, technologies, and practices that use natural systems or engineered process that mimic natural systems to enhance overall environmental quality and provide utility services including capturing, cleaning, and infiltrating stormwater; creating wildlife habitat; shading and cooling streets and buildings; and calming traffic.

Growing Smarter: Legislation enacted by the State of Arizona in 1998 modifying existing General Plan requirements and placing additional General Plan requirements on Arizona municipalities and counties. The General Plan requirements vary by population size and/or population growth rate.

Growing Smarter/Plus: Additional legislation enacted by the State of Arizona in 2000 that modifies and supplements the Growing Smarter legislation.

Growth Area: An area deemed suitable for infrastructure expansion, improvements designed to support a variety of land uses and, if appropriate, planned multimodal transportation.

I

Incubator Space: An incubator space is any provision of resources designed to accelerate the growth and success of entrepreneurial companies such as physical space, common services, networking support and coaching.

L

Land Use Designation: The allowed type and intensity of development specified in a General Plan. Typically, the land use designation is defined in the text and shown graphically on a land use map. Designations may specify residential uses (e.g., low density residential) and non-residential uses (e.g., parks/open space, commercial), with each specifying land use intensity standards.

Land Use Intensity Standards: Standards of population density and building intensity for each land use designation. Standards of building intensity for residential uses are stated in this General Plan in terms of the allowable range of dwelling units per acre. Standards of population density for residential uses can be derived by multiplying the maximum number of dwellings per acre by the average number of persons per dwelling unit. Standards of building intensity for non-residential uses are stated in terms of maximum allowable floor-area ratios (FARs).

Low Impact Development (LID): Low impact development is an approach to land development (or redevelopment) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features and minimizing effective imperviousness to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product.

M

Mixed-Use: Mixed-use development (or redevelopment) is that which blends residential, commercial, public space, institutional, and where appropriate, industrial uses in close proximity. It strives to create a more wholesome and livable community, and create spaces where residents can live, work and play.

Multimodal: Multimodal refers to the use of multiple modes of transportation to complete a trip. These modes may include walking, bicycling, riding transit, or driving.

O

Open Space: Open space is any area of natural open space or lightly disturbed open space that has been preserved through zoning, conservation easements or public ownership.

P

Planning Area: The planning area is the geographic area covered by the General Plan. For a municipality, the planning area typically includes the municipality's limits (incorporated boundary) as well as areas that influence the growth and development of the municipality.

Policy: Policies identify the direction or path that the Town shall take to achieve the goals. When policies are followed and consistently applied, they work to implement the community's vision for the future.

R

Recharge: Recharge is the process of adding water to an aquifer.

Reclaimed Water: Reclaimed water is effluent that is treated to remove solids and impurities, then used to irrigate plants, recharge groundwater aquifers, and meet commercial and industrial needs.

Roadway Standards: For each roadway classification, there are standards prescribing the preferred right-of-way width, number of lanes, lane widths, medians, landscaped areas, bike lanes and multimodal paths.

S

Safe Yield: Safe yield is the long-term balancing of groundwater withdrawals with the amount of water naturally and artificially recharged to Active Management Area aquifers.

Scenic Corridors: A scenic corridor is a transportation corridor that has significant scenic views of mountain ranges, foothills, prominent ridges and riparian areas. Town Council has recognized the Oracle Road Scenic Corridor Overlay District and Tangerine Road Corridor Overlay District, which protect significant scenic views by limiting building design, scale, landscape, site development, etc.

Sports Tourism: Sports tourism encourages both local and outside individuals and groups to attend and participate in sporting events. Sports tourism in Oro Valley should be promoted with continual consideration of residents' parks and recreation needs.

Stakeholder: A stakeholder is a person or organization that has an interest or concern in the community and is impacted by and cares about how it turns out.

Stormwater: Stormwater refers to the runoff water generated when precipitation from rain over land or impervious surfaces that does not percolate quickly into the ground. As stormwater flows over land or impervious surfaces, it can accumulate debris, chemicals, sediments, or other pollutants that degrade the water quality if untreated.

T

Transit-Oriented Development (TOD): Transit-oriented development is community development (or redevelopment) that involves a mixture of housing, office, retail, public space or other amenities integrated into a walkable neighborhood located within a half-mile of public transportation.

Type 1 Amendment: According to the state's Growing Smarter/Plus statutes [ARS §9-461.06.G], "major amendment" means a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element. Each community's general plan defines what constitutes a "major amendment," called a "Type 1 Amendment" by the Town of Oro Valley.

Type 2 Amendment: A Type 2 Amendment is defined as any text or map change that does not meet the criteria for a Type 1 Amendment.

U

Urban Services Boundary (USB): The Land Use Map delineates an Urban Services Boundary around most of the Planning Area. The area outside of the USB indicates land that should not receive any increase in density or land use intensity over what currently exists because urban infrastructure has not yet been extended into these areas and is not planned for the foreseeable future.

Z

Zoning/Zoning Code: The formal regulations for the administration and implementation of the General Plan that divide a city or county into zones specifying allowable uses and building restrictions within the zones.

Zoning District: A specific area of a city or county that has proscribed land use requirements, such as land use type and development standards (e.g., minimum lot size, set-backs, building design, landscaping). The districts may also be known as zones or areas.

8.3. OTHER RELATED WORK

In order to complete the first two phases of work on the *Your Voice, Our Future* project, a number of documents were produced. They are summarized below. Full versions of each document or report can be obtained from the Town of Oro Valley website (www.orovalleyaz.gov) or by contacting project staff at YourVoiceOV@orovalleyaz.gov.

Public Participation Plan (2013)

On May 1, 2013, the Oro Valley Town Council adopted the Public Participation Plan (PPP) to encourage community participation in the *Your Voice, Our Future* project. The PPP was designed to support the Town's primary goal of developing a community- and consensus-based, defensible and voter-ratified General Plan. The adopted PPP identifies the process to reaffirm or adjust the current General Plan Vision, Guiding Principles, goals and policies so that the update will resonate with the community and be broadly endorsed by voters. The PPP outlines the steps Town staff will take to encourage and solicit community involvement in the update process.

Project Phone Survey (2013)

The Town of Oro Valley conducted a survey that measured community attitudes and opinions related to the Town's future in the fall of 2013. The statistically-valid phone survey sampled a demographic mix of respondents based on 2010 Census data. In addition to asking questions about current needs and attitudes, the survey was also designed to compare results of a similar survey effort in 2002, to help gauge longstanding trends or changes. This survey is just one of the many methods used as part of the *Your Voice, Our Future* project to garner community input.

Comparative Survey Findings Master Project Report (2014)

As part of the overall outreach efforts for the *Your Voice, Our Future* project, a number of survey methods were used. These include phone, community events, online and paper versions of the survey. The Comparative Survey Findings Report outlines the methodology and outcomes for each of these survey methods. It highlights similarities, differences and offers an overview of the findings.

Background Report (2014)

The *Your Voice, Our Future* Background Report is a compilation of information representing the areas of consideration for the General Plan Update Process. This report helps inform interested parties about the existing conditions and identified needs for the Town over the coming decade. This was the first step in informing the policies and directions that will guide public and private actions impacting the Town.

Workbooks (2014 – 2015)

Three resident committees were formed in Phase 2 of the *Your Voice, Our Future* project and were tasked with drafting goals, policies and actions for the community's Plan. Three workbooks were created that outlined ideas for the committees to work with. Revisions were made to each workbook following each committee meeting.

8.4. STATE REQUIREMENTS

Growing Smarter Legislation - The State of Arizona has been working for nearly a decade to actively manage growth and preserve open space. Since 1973, most cities, towns and counties have been required to develop plans for communities looking at issues such as land use, circulation, housing, public services and facilities, and conservation, rehabilitation, and redevelopment. As growth rates significantly increased in the 1990s, a critical mass of political support emerged to provide more tools to assist in responding to the consequences of rapid growth. In 1998, the Arizona Legislature passed the Growing Smarter Act, which clarified and strengthened planning elements in the required plans of municipalities and counties and added four new elements, namely: Open Space, Growth Areas, Environmental Planning, and Cost of Development. In 2000, the Legislature passed Growing Smarter Plus to further enhance land use planning statutes in Arizona.

The purpose of the Growing Smarter Act is to more effectively plan for the impacts of population growth by:

- Creating a more meaningful and predictable land planning process.
- Increasing citizen involvement in the land planning process.
- Directing the acquisition and preservation of additional open space areas.
- Establishing a process to plan for and analyze future growth.
- Ultimately, the goal of the act is for future development in the state to occur in a more rational, efficient and environmentally sensitive manner that furthers the best interest of the state's citizens.

A few new requirements enacted by Growing Smarter/Plus include:

- Requires larger and fast-growing cities to obtain voter approval of their general plans at least once every 10 years and include a water resources element in their plans.
- Requires mandatory rezoning conformance with general and comprehensive plans.
- Requires more effective public participation in the planning process.
- Requires cities and counties to exchange plans, coordinate with regional planning agencies, and encourages comments between entities prior to adoption to encourage regional coordination.
- Requires full disclosure to property buyers of the lack of available services and facilities.
- Requires land-owner permission for plan designation and rezoning of private property to open space.
- Authorizes cities and counties to designate service area limits beyond which services and infrastructure are not provided at public expense.
- Permits counties to impose development fees consistent with municipal development fee statutes.
- Allows cities to create infill incentive districts and plans that could include expedited process incentives.

STATE REQUIRED ELEMENTS

The following table outlines which sections of this General Plan conform to the state’s required elements.

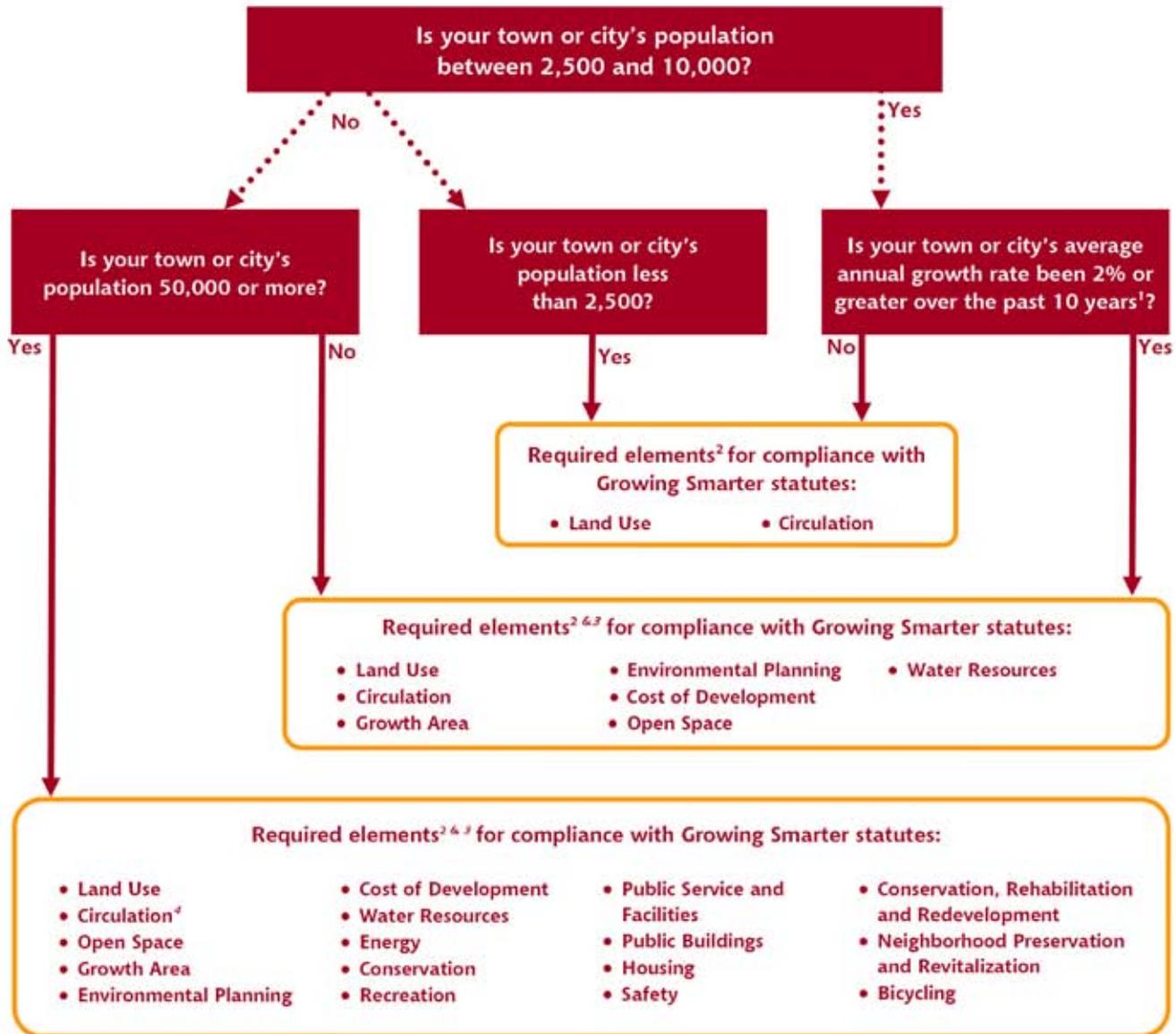
GENERAL PLAN

	LAND USE	CIRCULATION	OPEN SPACE	GROWTH AREA	ENVIRONMENTAL PLANNING	COST OF DEVELOPMENT	WATER RESOURCES	CONSERVATION	RECREATION	PUBLIC SERVICES AND FACILITIES	PUBLIC BUILDINGS	SAFETY	BICYCLING	ENERGY	NEIGHBORHOOD PRESERVATION & REVITALIZATION
Community Goals										X					
Economy	X		X	X											
Complete Community			X					X	X			X			X
Town Services, Buildings, & Facilities										X	X	X		X	X
Environment Goals	X		X				X	X						X	
Sonoran Desert Resources	X	X	X	X	X			X				X			
Water Resources					X		X	X				X		X	
Cultural Resources			X												
Clean Environment					X			X						X	
Development Goals	X			X	X										
Land Use and Design	X		X	X	X			X							
Development, Growth Areas & Special Areas						X									
Infrastructure		X		X	X	X		X				X	X		X

Figure 16-1: Growing Smarter Statutes Flowchart for Municipalities

GROWING SMARTER STATUTES FOR TOWNS & CITIES

GENERAL PLAN ELEMENTS



¹ Average annual growth rates determined using the most current U.S. Decennial Census (1990 and 2000 estimates)
² Prior to the preparation and adoption of an updated or amended Plan, the governing body must adopt written procedures to provide effective, early and continuous public participation from all segments of the population
³ The legislative body shall submit each new adopted General Plan to the voters for ratification at an election. If a majority of the voters fail to approve the new plan, the current plan remains in effect until a new plan is approved. See A.R.S. §9-461.06(L).
⁴ Includes more detail than the generalized Circulation Element for smaller cities and towns

8.4.1. COMMUNITY CHAPTER STATE REQUIREMENTS

Economy Focus

There are no requirements by the Arizona State Statutes for general plans that directly pertain to economic development or economic conditions.

Complete Community Focus

This section covers the recreation element as identified by the Arizona State Statutes for general plans.

The recreation element, optional for the Town of Oro Valley, must show:

- A comprehensive system of areas and public sites for recreation, including the following list, and their locations and proposed development, if practicable: natural reservations, parks, parkways and scenic drives, beaches, playgrounds and playfields, open space, bicycle routes, other recreation areas.

This section adheres to these requirements by providing a comprehensive map of recreational areas and resources listed above.

Town Services, Buildings and Facilities Focus

This section covers the public services and facilities element, the public buildings element and the safety element as identified by the Arizona State Statutes for general plans.

The public services and facilities element, optional for the Town of Oro Valley, consists of:

- General plans for police, fire, emergency services, sewage, refuse disposal, drainage, local utilities, rights-of-way, easements and facilities for them.

This section adheres to these requirements by providing relevant reference materials and by implementing policies and strategies that ensure the creation, review, and update of public services and facilities general plans.

Oro Valley Police Department

- OVPD Department Strategic Plan, adopted in 2013 by Oro Valley Mayor and Council, identifies four focus areas where the Town and the Police Department must direct their attention to address community needs and the Department mission, and the accompanying action-oriented goals and strategies to convey desired outcomes.
- Police Beats Map (2013) outlines the four Oro Valley Police Beat areas and locates Oro Valley government buildings, including fire and police stations, the hospital, schools and library.

Fire and Life safety is provided by Golder Ranch Fire District and Mountain Vista Fire District.

- Golder Ranch Fire District Standards of Coverage for Emergency Response, published in 2012, assesses community risk, time and on-scene performance expectations, and standards and policies to meet those performance expectations.

Sewage

- Pima County Regional Wastewater Reclamation Department Strategic Plan, adopted in 2014, identifies goals, and key performance indicators to drive success across six dimensions (pillars) of the organization and across three core business systems.

Refuse Disposal

- Refuse disposal is not provided by the Town of Oro Valley. However, there are several trash service providers that operate within the Town and are options for residents and HOAs: Republic Services, Waste Management and Right Away Disposal.
- Hazardous waste service is provided by the City of Tucson and Pima County Household Hazardous Waste Program. The Household Hazardous Waste Program Annual Report, adopted in 2013, outlines different functions of the program, an expense/revenue summary and how to participate in the program.

Drainage

- Stormwater management is provided by the Town of Oro Valley Development and Infrastructure Services, Stormwater Division. The Town of Oro Valley 2012/2013 Annual Stormwater Report, Stormwater Utility Ordinance and Zoning Code outline stormwater management requirements and design techniques of development.
- Drainage criteria and guidelines are created and enforced by the Oro Valley Development and Infrastructure Services Department, Engineering Division. The Town of Oro Valley Drainage Criteria Manual, Subdivision Streets Standards and Policy Manual, and Oro Valley Town and Zoning Code guide drainage management techniques.
- The Town coordinates with Pima County Regional Flood Control District on regional floodplain management and flood control planning activities.

Local Utilities

- Electricity service is provided by Tucson Electric Power and Trico Electric Cooperative.
- Gas service is provided by Southwest Gas.
- Water service is provided by the Oro Valley Water Utility, Metro Water District and Tucson Water.
- Water Utility, owned and operated by Oro Valley, focuses on the protection of public health and safety through protection and efficient delivery of quality water, and increasing water conservation through water audits, education, incentives, and cooperative relationships that deal with current issues and research. Water Utility plans and documents include the Oro Valley Water Utility Commission Annual Report 2014, Water Rates Analysis Reports, Oro Valley Water Utility Development Impact Fees Study, and High Water Use Action Plan Guide.
- Metro Water District's Long Range Water Resources Plan, adopted in February 2015, outlines the District's strategy to manage its water resources for the next 50 years, meet customers' needs, and continue financial and planning evaluation.
- Tucson Water's 2012 Update to Water Plan: 2000-2050, adopted in December 2013, discusses the challenges and opportunities to ensure a secure water future for the community and critical decisions the community and utility must make to ensure high quality water while protecting the environment and quality of life.
- Rights-of-way are managed by the Oro Valley Development and Infrastructure Services Department, Engineering Division. The Town of Oro Valley Subdivision Streets Standards and Policy Manual, Oro Valley Town and Zoning Code, ADOT Stored Specifications, and City of Tucson/Pima County Standard Specifications and Detail for Public Improvement Guide right-of-way design.
- Easements are managed by the Oro Valley Development and Infrastructure Services Department under guidance from the Oro Valley Town and Zoning Code.

The public buildings element, optional for the Town of Oro Valley, consists of:

- Locations of civic and community centers, public schools, libraries, police and fire stations, and other public buildings.

This section adheres to these requirements by providing a comprehensive map of the public buildings listed above.

The safety element, optional for the Town of Oro Valley, must provide:

- For the protection of the community from natural and artificial hazards, features necessary for such protection as:
 - Evacuation routes
 - Peak load water supply requirements
 - Minimum road widths according to function
 - Clearances around structures
 - Geologic hazard mapping in areas of known geologic hazards

This section adheres to these requirements by providing relevant reference materials and by implementing policies and strategies that:

- Educate citizens about how to prepare for and how to prevent natural disasters, fires, wildfires, homeland security,

utility shortages, child and elder safety and abuse.

- Plan for post-disaster recovery and resilience.
- Develop, implement, and periodically update evacuation strategies for the Town and requirements for new development.
- Provide effective public safety services through public and private partnerships.

Relevant reference materials include:

- Stormwater management is provided by the Town of Oro Valley Development and Infrastructure Services, Stormwater Division. The Town of Oro Valley 2012/2013 Annual Stormwater Report, Stormwater Utility Ordinance and Town and Zoning Code outline the utility plans and requirements of development that contribute to the safety of residents.
- Oro Valley Town and Zoning Code provides capacity and design requirements for structure and road features that contribute to the safety of residents and references to additional design resources.

8.4.2. ENVIRONMENT CHAPTER STATE REQUIREMENTS

Sonoran Desert Resources Focus

This section covers the open space, conservation and environmental planning elements as required by the Arizona State Statutes for the creation of general plans. The requirements for each of these elements, as well as how this Plan meets those requirements, is included here for information purposes.

The open space element, required for the Town of Oro Valley, must provide:

- A comprehensive inventory of open spaces, recreational resources and access points
- Analysis of forecasted needs and policies to manage and protect open space areas and resources
- Implementation strategies to acquire additional open spaces
- Policies and strategies that promote a regional system of integrated open space and recreational resources

This section adheres to these requirements by providing a comprehensive map of open spaces and recreational resources and through policies and strategies that:

- Manage recreational resources and significant open space
- Protect natural resource areas and habitats
- Connect habitats through wildlife corridors
- Connect open space through acquisition and family-friendly trail systems
- Promote a regional system of integrated open space by partnering with all groups from property owners and HOA's to public agencies and neighboring jurisdictions

Analysis of forecasted needs:

As Oro Valley quickly approaches build-out, it is essential that the Town continues to protect existing open space and natural resources and to acquire additional open space areas to fulfill the community's value of the natural environment. The conservation element, optional for the Town of Oro Valley, must include:

- Plans for the conservation, development, and utilization of natural resources

And may include:

- Reclamation of land
- Flood control
- Prevention and control of water pollution
- Regulation of land use in stream channels
- Prevention, control and correction of soil erosion
- Protection of watersheds

This section adheres to these requirements by implementing policies and strategies that:

- Conserve natural resources comprehensively.
- Promote responsible use and active protection of natural resources through trails and community education.
- Monitor and manage natural resource use to prevent degradation.
- Create connections between natural resources.
- Maintain and enhance natural resources through specific programs that address all natural resources described by the state.

The environmental planning element, required for the Town of Oro Valley, requires:

- Analysis, policies and strategies that address anticipated effects of proposed development within the General Plan on air quality, water quality, and natural resources.
- Policies that have community-wide applicability.
- Policies and strategies shall not require additional environmental impact statements or analysis beyond state and federal requirements.

This section adheres to these requirements by implementing policies and strategies that:

- Protect, buffer, enhance, and connect environmentally sensitive lands and wildlife habitats as development occurs.
- Protect, conserve, and encourage use of healthy native vegetation during development.
- Protect scenic corridors through different organizations and regulations.

Water Resources Focus

This section covers the water resources element as required by the Arizona State Statutes for general plans.

The water resources element, required for the Town of Oro Valley, must address:

- The known legally and physically available surface water, groundwater and effluent supplies.
- The demand for water that will result from future growth projected in the General Plan, added to existing uses.
- An analysis of how the demand for water that will result from future growth projected in the General Plan will be served by the water supplies identified or a plan to obtain additional necessary water supplies.

This section adheres to these requirements by providing relevant reference materials and by implementing policies and strategies that:

- Ensure the long-term water resource supply and conservation for present and future water utility customers by building CAP water for recharge.
- Expand supply and use of alternative water sources (reclaimed, CAP, rainwater, gray water, etc) for potable and non-potable uses through expanded infrastructure, incentives and partnerships.
- Ensure water quality for safety and security of water resources; and increase efficiency of water use and associated energy use. The Town of Oro Valley has a Designation of Assured Water Supply from the Arizona Department of Water Resources. In order to achieve a Designation of Assured Water Supply, the Town was required to provide evidence that:
- Its water supplies will be physically, continuously and legally available for 100 years (projected water level depth will not fall more than 1,000 feet below the surface and back up supplies exist for any anticipated shortages).
- The Town has the financial capacity to build the necessary infrastructure to provide water to current and future customers of the Oro Valley Water Utility.
- The water supply meets water quality standards.
- The projected water use is consistent with the management goal and plan of the Tucson Active Management Area; this involves water conservation requirements and demonstration of renewable water supplies for new development, as well as achieving safe yield in the larger Tucson Active Management Area by 2025.

As of December 2014, existing demand was 9,764 acre feet per year with projected future demand in 2025 estimated at 11,144 acre feet per year. To meet this demand, the Town will rely on the following water resources:

Groundwater

- The Town's Designation of Assured Water Supply certifies that the Town may pump 13,384 acre-feet of water from its aquifer every year. This is the maximum limit allowed, not the actual amount expected, to be withdrawn every year. For example, in 2014 a total of 5,612 acre-feet was withdrawn from the aquifer.

Reclaimed water

- The Town has rights to all its effluent, which can be treated and delivered as reclaimed water. The Town has an intergovernmental agreement with the City of Tucson to treat and return a maximum of 4,000 acre-feet of reclaimed water per year. However, of this amount, 2,227 acre-feet is designated as reclaimed water under the Town's assured water supply. For calendar year 2014, the Town delivered 2,206 acre-feet of reclaimed water.

Central Arizona Project water

- The Town has an allocation of 10,305 acre-feet per year of Central Arizona Project water. As of December 2014, through an intergovernmental agreement with the City of Tucson, 2,000 acre-feet of this allocation is being delivered to the Town's customers each year. With additional infrastructure, the Town can deliver up to its full allocation to customers in the future. As of December 2014, the remaining 8,305 acre-feet of the Town's Central Arizona Project water allocation is recharged which results in accumulation of long-term storage credits or the right to recover water.

The Town has assets that can be used to meet regulatory costs associated with pumping groundwater. As of December 2014, the Town had 11,348 acre-feet of long-term storage credits. The Town also has a groundwater allowance account established by the Arizona Department of Water Resources. The balance in the groundwater allowance account as of December 2014 was 14,150 acre-feet.

Cultural Resources Focus

There are no requirements by the Arizona State Statutes for general plans that directly pertain to cultural resource conservation.

Clean Environment Focus

This section covers the energy element as identified by the Arizona State Statutes for general plans.

The energy element, optional for the Town of Oro Valley, includes:

- Policies that encourage and provide incentives for efficient use of energy.
- Policies and practices that provide for greater use of renewable energy sources.

This section adheres to these requirements by implementing policies and strategies that:

- Demonstrate best practices in sustainable operations and energy efficiency.
- Educate the public in efficient energy use and products and alternative energy sources through partnerships.
- Incentivize the purchase/installation of resource conservation products.
- Incentivize exemplary projects committed to sustainability.
- Investigate converting town vehicles to run on alternative fuel.
- Encourage use of alternative fuel, multimodal transportation and ride shares.
- Explore existing and emerging renewable technologies, landscape solutions, and building materials to implement in Oro Valley.

8.4.3. DEVELOPMENT CHAPTER STATE REQUIREMENTS

Land Use and Design Focus

This section covers the land use element as identified by the Arizona State Statutes for general plans.

The land use element, required for the Town of Oro Valley, must provide:

- A map of the proposed distribution, location and extent of various land uses appropriate to the municipality.
- A description of the population density and building intensity standards recommended for the land use categories covered by the plan.
- Programs and policies that the municipality may use to promote infill or compact form development activity and locations where those development patterns should be encouraged.
- Consideration of air quality and access to incident solar energy for all general categories of land use.
- Policies that maintain a broad variety of land uses, including the range of uses existing in the municipality when the plan is adopted, readopted or amended.
- Include sources of currently identified aggregates.

This section adheres to these requirements by providing a comprehensive land use map, description of the land uses of the Town of Oro Valley (found in the following section), and through policies and strategies that discourage unnecessary sprawl in order to conserve the natural environment and topography, encourage diverse land uses that meet the Town's overall needs and offer transitions between uses, and encourage mixed use areas. No aggregates have been identified in the Town of Oro Valley, and therefore, no policies related to aggregates have been included in the Land Use Element.

Development, Growth Areas and Special Areas Focus

This section covers the cost of development and growth areas elements as identified by the Arizona State Statutes for general plans.

The cost of development element, required for the Town of Oro Valley, must provide:

- Policies and strategies that the municipality will use to require development to pay its fair share toward the cost of additional public service needs and generated by new development, with appropriate exceptions when in the public interest.
- Identification of various mechanisms allowed by law that can be used to fund and finance additional public services necessary to serve the development.
- Policies to ensure that any mechanisms that are adopted by the municipality under this element result in a beneficial use to the development, bear a reasonable relationship to the burden imposed on the municipality to provide additional necessary public services to the development and otherwise are imposed according to law.

This section adheres to these requirements through policies and strategies that require new development to contribute fairly to the cost of additional public facilities and services generated by the development; define and balance public and private interests and responsibilities in cost allocation; identify additional revenue sources for infrastructure and service maintenance; and upgrade, evaluate and update the efficiency, equity and legality of existing and potential funding mechanisms.

The growth areas element, required for the Town of Oro Valley, must provide policies that:

- Identify those areas, if any, that are particularly suitable for planned multimodal transportation and infrastructure expansion and improvements designed to support a planned concentration of a variety of uses.
- Make automobile, transit and other multimodal circulation more efficient, make infrastructure expansion more economical and provide for a rational pattern of land development.
- Conserve significant natural resources and open space areas in the growth area and coordinate their location to similar areas outside the growth area's boundaries.
- Promote the public and private construction of timely and financially sound infrastructure expansion through the use of infrastructure funding and financial planning that is coordinated with development activity.

This section adheres to these requirements by providing growth area designation on the Land Use Map, and through policies and strategies that:

- Encourage conservation of open space by various means.
- Support transportation planning efforts of connections between modes and between residential and nearby service and amenity areas.
- Promote growth areas and transit and commercial corridors through coordination between land use and transportation and with other jurisdictions and agencies.

Infrastructure Focus

This section covers the circulation and bicycling element as identified by the Arizona State Statutes for general plans.

The circulation element, required for the Town of Oro Valley, must provide:

- The general location and extent of existing and proposed freeways, arterial and collector streets, bicycle routes and any other modes of transportation as may be appropriate, all correlated with the land use element of the plan.

And may also include:

- Recommendations concerning parking facilities and other matters as may be related to the improvement of circulation of traffic.

This section adheres to these requirements through a comprehensive circulation map, and through policies and strategies that:

- Support the expansion of circulation and transportation infrastructure to foster multimodal transit and connections between places people live, work, shop and play.
- Encourage re-examination of Zoning Code parking ratios.

The bicycling element, optional for the Town of Oro Valley, must provide:

- Proposed bicycle facilities such as bicycle routes, bicycle parking areas and designated bicycle street crossing areas.

This section adheres to these requirements through policies and strategies that:

- Facilitate regional bikeway planning efforts and assist in completion and funding of "The Loop" system of Pima County.
- Expand bicycle facilities in the Town.
- Collaborate with other municipalities and agencies to enact consistent standards and design guidelines for pedestrian and bicycle facilities to build a safe and sensible network.

8.5. PUBLIC ENGAGEMENT PROCESS

8.5.1. OVERVIEW

The State of Arizona requires that during the General Plan update process, public participation be thorough. ARS § 9-461.06 requires that municipalities' "governing bodies shall adopt written procedures to provide effective, early and continuous public participation in the development and major amendment of general plans from all geographic, ethnic, and economic areas of the municipality." Furthermore, the procedures shall provide for:

- a) The broad dissemination of proposals and alternatives
- b) The opportunity for written comments
- c) Public hearings after effective notice
- d) Open discussions, communications programs and information services
- e) Consideration of public comments.

Furthermore, the Town of Oro Valley recognizes the importance of public participation in the creation of an updated General Plan as the most effective means to create a community-driven document, built on the values of residents, and address the future of Oro Valley. In order to fulfill the requirements of the state and equitably engage the community, the public participation process was designed to provide the community and stakeholders with diverse and meaningful opportunities for engagement. It specifically targeted the Town's new demographics (specifically families and youth) and included a variety of ways to consult and collaborate with them. Understanding what stakeholders' concerns are and the aspirations they hold for themselves and their community was essential to the success of the update. The Public Participation Plan was developed to support the Town's primary goal of developing a community- and consensus-based, defensible and voter-ratified General Plan update. On April 2, 2013, the Planning & Zoning Commission voted to recommend approval of the Public Participation Plan to the Oro Valley Town Council. The Public Participation Plan was formally adopted by the Town Council on May 1, 2013.

The Public Participation Plan was outlined in three phases: Phase 1, identify issues and build a shared community Vision and Guiding Principles; Phase 2, build a draft through citizen-committee and Town department review and adopt the resulting plan; Phase 3, engage the public with the updated plan for voter-ratification.

8.5.2. PUBLIC PARTICIPATION PLAN

All key building blocks to develop this Public Participation Plan were reviewed by a General Plan Scoping Committee (GPSC). The GPSC was a 16-member team composed of residents currently serving on Town boards, commissions and Town Council.

The Committee was charged with three primary tasks:

- Estimate the extent of General Plan update needed
- Review public participation methods and techniques
- Identify recommended public participation methods and techniques for review by the Planning & Zoning Commission and Town Council

Over the course of five meetings, the GPSC helped develop and review:

- Community changes since adoption of the current General Plan
- Relevancy of the current General Plan and specific elements
- Public participation lessons learned from the 2005 General Plan effort
- Lists of key stakeholders and project participants
- Future public participation "must-do's"
- Three public participation approaches (base, intermediate and comprehensive) and associated budgets
- A recommended public participation approach and budget

Gordley Group, a local public relations and involvement firm, helped to refine Public Participation Plan elements. From this base of community and professional guidance, staff drafted the Public Participation Plan with proven techniques to engage the public, as well as new outreach efforts in an attempt to reach and inform more of the community.

The Public Participation Plan:

- Is open, transparent, accountable, inclusive, collaborative and ethical
- Ensures involvement opportunities are convenient for residents
- Promotes sustainable decisions that resonate with the voting community
- Seeks and facilitates involvement of all demographics
- Will be assessed on an ongoing basis to ensure best practices
- Includes how the public’s involvement helps to shape the decisions made for the General Plan

Additional Guiding Principles:

- Learn from the past—focus on:
 - Residents
 - Targeted voter outreach
 - Adequate community testing of principles and concepts
 - Diversified viewpoints and better committee membership selection
 - Earning voter ratification
- Residents’ quality of life
 - To overcome the challenge that the General Plan is merely a dry technical planning tool, present it as a tool to guide and define the community’s quality of life, focusing on issues with which residents can easily identify
 - Draw participants and votes by asking—and answering—the question: *“Why is this important to me?”*
- Key objectives
 - Provide practical, clear and compelling information that directly relates the General Plan to residents’ lives
 - Use public-friendly, easy-to-understand, engaging, inviting and visionary methods, techniques and social media tools
 - Report positive, tangible results from the current General Plan to build upon success
 - Speak to specific and positive outcomes in the proposed General Plan
 - Reach the broad community of voters to identify and test multiple opinions
 - Seeks active involvement from typically under-represented populations such as families and youth
 - Keep participants informed throughout the process in open and direct ways
 - Maintain a consistent outreach focus throughout the implementation
 - Go to the community; do not solely rely on the public to attend large forums

During the course of Phases 1 and 2, a comprehensive outreach log was maintained that identified events, media and other means of engaging the public. The outreach log will continue to be updated until prospective voter ratification in fall 2016.

8.5.3. PHASE 1 – ISSUE IDENTIFICATION, VISION AND GUIDING PRINCIPLES

September 2014 to March 2014

The objective of the public participation process of Phase 1 was identification, development and testing of a community Vision and Guiding Principles. This entailed significant community outreach through large event meetings, community events, web and social media presence, surveys (events, online, newspaper and phone), local news media, and water bill inserts. Targeted participation involved small event meetings with community members, community groups, stakeholders, and local and regional agencies. Community participation involved large event meetings, web and social media presence, and surveys.

Phase 1 yielded:

- 60 community events
- 2,606 Post-it® note comments
- 886 youth (14-18) reached
- 1,964 online visitors
 - 116 ideas posted online
 - 282 comments from YourVoiceOV.com
- 18 appearances in print media and five print releases
- 577 completed surveys

The surveys were conducted through four methods: YourVoiceOV.com surveys, NW Explorer printed surveys, phone surveys, and informal Post-it note comments. These surveys questioned what residents value in Oro Valley, what the community lacks, and how they'd like to see their community improve and grow. From these findings, the primary interests and values of the residents were determined and statistically verified by the phone survey results. The primary interests and values of the community were directly translated into the Vision and Guiding Principles of the General Plan update so that the foundation of the update would be community-owned and community-driven.

The product of Phase 1 was the Vision and Guiding Principles that work together to illustrate things that “matter most” to the community and guide the General Plan update process. The Vision and Guiding Principles were endorsed by Town Council on May 7, 2014 and used as the foundation of the new General Plan.

8.5.4. PHASE 2 – DRAFT AND COMMITTEE REVIEW

March 2014 to November 2015

The purpose of Phase 2 of the Public Participation Plan was to build upon the Vision and Guiding Principles with goals, policies, and actions to create a General Plan that improves the quality of life of residents and guides the growth of Oro Valley over the next 10 years.

First, the General Plan update was drafted through a committee process. Participants for the three *Your Voice* Committees were recruited through an open application process. Through an in-depth evaluation procedure, applications were reviewed, and 15 applicants were placed on committees. The three topic-specific *Your Voice* Committees were formed from passionate, knowledgeable, diverse residents of Oro Valley.

The three *Your Voice, Our Future* Committees included Community, Environment, and Development and worked within the foundation of the Vision and Guiding Principles. The committees met a total of 25 times to review goal and policy proposals related to their topics, determine policy intent and debate the best courses of action. The committees' work molded the goals, policies and actions that built a community-owned, action-oriented draft plan.

After the conclusion of the committee work, the “60% Draft Plan” will be made available to the community and stakeholders for a state mandated 60-day review period. The plan will be distributed to Town departments, required local agencies, other interested groups and the Oro Valley community. Based on comments received, the plan will be revised. The subsequent “90% Draft Plan” will then go through public hearings by the Planning & Zoning Commission for review and recommendation to Town Council. In November 2015, Town Council will review the draft plan for revision or adoption.

8.5.5. PHASE 3 – FINAL DRAFT AND ADOPTION

December 2015 to November 2016

Phase 3 will present the final *Your Voice, Our Future* General Plan update to the public through an outreach and education campaign.

8.5.6. RATIFICATION BY VOTERS

The Phase 3 public outreach and education campaign will end with the November 2016 vote by Oro Valley citizens on the updated General Plan.

8.6 SPECIAL AREA PLAN POLICIES

8.6.1. ARROYO GRANDE

The Town of Oro Valley values the unique characteristics of the property owned by the Arizona State Land Department, otherwise known as the Arroyo Grande Planning Area, and seeks to increase the value of this property for its owners and future generations through resource conservation, progressive planning, regulation and management. Development proposals must demonstrate substantial adherence to high standards and the principles of new urbanism, resource conservation and sustainability.

The Arroyo Grande Plan provides an opportunity to incorporate a sustainable development model that includes a mix of housing types and densities, employment centers, and commercial services in balance with environmental preservation. This community will provide opportunities for alternate modes of transportation and a jobs/housing balance that will reduce impacts on the existing roadway system.

The Arroyo Grande planning process was a unique collaborative process that included the Arizona State Land Department, Pima County, the Town of Oro Valley, and other community stakeholders. Working together, they developed the proposed Land Use Map and policies. Input from the community as well as technical experts, in particular from scientific and environmental perspectives, was critical to the development of the plan.

The Arizona State Land Commissioner agreed to an unprecedented 68% open space designation in the Arroyo Grande Planning Area (the Planning Area). However, this open space allotment is not consistent with the 2007 Arizona State Land Department approved Arroyo Grande Plan Area's Conceptual Land Use Table. Primary goals of the Plan include preservation of a critical wildlife linkage between the Tortolita and the Santa Catalina mountains, preservation of natural riparian areas throughout the Planning Area, and to preserve significant archaeological resources in place.

Land Use and Zoning

1. With the exception of parcels with frontage on Oracle Road and that area designated RLDR, the entire Arroyo Grande area should be master planned prior to any zoning entitlements in the Planning Area. It is anticipated that the Commerce/Office Park (COP) and Community/Regional Commercial (C/CR) designated areas with Oracle Road frontage will be developed first. Therefore, most of the special area policies described below apply to the rest of the Arroyo Grande Planning Area.
2. Zoning in conformance with this Plan should be in the form of a PAD (Planned Area Development). The PAD will include zoning provisions for cluster development, Village Center regulations. The Town of Oro Valley's Environmentally Sensitive Lands Code amendment must be adopted prior to zoning entitlements.
3. Permitted non-residential land uses should be determined with a goal of providing significant employment opportunities within the Planning Area, particularly for local residents. The intent is to create a jobs/housing balance of one job for every three dwelling units in the Planning Area.
4. To further the goal of a jobs/housing balance and to create a vibrant, diverse community, development will emphasize a diversity of housing types and densities.
5. Development should be clustered, where feasible within the RLDR and the 50% MPC areas, to minimize the cost of needed infrastructure and to preserve large areas of contiguous, natural open space and to avoid site specific sensitive resources.

6. There is a potential for one “floating resort site” identified in the northern part of the Planning Area. It will promote eco-tourism and will be located and developed in a manner that protects views of the Tortolita Mountains, and otherwise preserves large contiguous areas of natural open space. If the resort is developed in the proposed area, in close proximity to the Tortolita Mountain Park, a funding mechanism such as an enhancement fee charged to resort guests will be established to support conservation.
7. A minimum of 600 acres of COP land use designation will be established as a part of this General Plan amendment. It may be designated in part on the Oracle Road frontage and in part adjacent to the Village Center (VC). The 260-acre VC and 61-acre C/CR designations will remain unchanged. Twenty (20) years from adoption of zoning in conformance with this General Plan amendment, undeveloped COP designated lands may be reverted to MPC zoning at the request of the ASLD.
8. Phasing of commercial and employment centers, as they relate to employment, should be established, in conjunction with residential development as a part of zoning entitlements. The intent of maintaining the jobs/housing balance of a minimum of one job per three households, and provision for commercial uses to serve the area will be evaluated and encouraged with each phase.
9. Residential development densities in Master Planned Community (MPC) will transition from generally low density to high density moving away from the wildlife linkage open space corridor, as long as the MPC target dwelling unit numbers are maintained overall.
10. The purpose of the Village Center (VC) area is to establish a “town center” that will serve as a focal point for the Planning Area. The VC area will offer a variety of office, retail, service, educational, medical and public facilities integrated with medium to high density housing. The Village Center should include a centrally located public plaza, green, or square that provides a venue for community events and reinforces a sense of place for the Arroyo Grande area. Mixed-use developments, including live/work space, are encouraged in the VC. The VC will serve as the cornerstone to this community built on the principles of new urbanism. As a part of the approved PAD, a phasing plan should assure that residential densities in the VC are adequate to support the town center.
11. Design guidelines will be developed for Arroyo Grande as a part of the PAD. The Village Center guidelines may be based on form-based codes in order to encourage a cohesive, unified development theme that promotes community identity and sense of place.
12. The Village Center should include a regional commercial center to serve the Planning Area and surrounding areas. Commercial uses on Oracle Road will serve both the existing residents and the Planning Area, and provide services to employees and businesses in the employment center.

Sustainability and Energy Conservation

1. Sustainable development principles and practices will be a keystone of this project and building design that may include renewable energy production, water harvesting and graywater use, passive solar orientation, water conservation practices, and energy conservation measures.
2. All commercial structures and all residential dwellings 3,000 square feet or larger in size will be constructed and certified to Environmental Protection Agency Energy Star standards.
3. Sustainable design, such as LEED-ND, will be considered for implementation when the program is available.
4. All commercial and residential buildings will incorporate water conservation technologies, including low-flow plumbing fixtures, appliances and landscaping.
5. Large residential subdivisions, or combinations of smaller subdivisions, will provide community pools to discourage proliferation of private pools on single-family lots.

Open Space and Natural Resources

1. 68.4% of the entire Planning Area will be managed and maintained as Natural Open Space (NOS). No disturbances will be allowed unless approved by the Oro Valley Town Council. The only allowable disturbance in the NOS linkage area (green on the Conceptual Plan Map) will be for: access roads for utilities, trailheads, and to connect the employment and commercial center on Oracle Road to the MPC 1 area; utility crossings; trails; and trailheads.
2. It is the intent of this Plan that the NOS area that is the “wildlife linkage” will become part of the Tortolita Mountain Park and remain as NOS in perpetuity. All parties recognize that state trust lands may not be sold or otherwise disposed of until ASLD has complied with the Enabling Act and other applicable laws, including appraisal, approval by the Board of Land Appeals, and public auction. As part of the Pre-Annexation Development Agreement, ASLD will develop information on how lands within the Plan will be valued.
3. NOS is intended to preserve wildlife movement and landscape connectivity between Tortolita Mountain Park and Catalina State Park, as well as to preserve archaeological resources. Consistency with these goals will be assured at development review phase. The NOS will need to be acquired according to state law that governs the Arizona State Land Department in order to become part of the Tortolita Mountain Park.
4. The designated riparian areas (blue on the Conceptual Plan Map) will be managed and maintained as NOS and will otherwise comply with the Town of Oro Valley’s Riparian Ordinance, as amended. Disturbance, at locations of least impact, may be allowed for utility and roadway crossings, subject to mitigation of adverse impacts. Specific delineation of the riparian areas will be based on the Oro Valley Environmentally Sensitive Lands - Riparian data layer. Roadway crossings must be designed to allow for safe wildlife movement, consistent with the methodology recommended in the Arizona Missing Linkages; Tucson-Tortolita-Santa Catalina Mountains Linkages Report.
5. A minimum of 50% of the MPC Area 4, in the northwest corner of the Planning Area, will be managed and maintained as NOS. This NOS requirement will be applied on a project-by-project basis; each development unit (Subdivision Plat or Block Plat) will provide a minimum of 50% project level NOS. Each individual development will be designed according to cluster development principles in order to consolidate the development footprint and to (1) preserve finite and non-renewable cultural resources by preserving in place; (2) conserve sensitive on-site biological resources; and (3) maintain a landscape permeable to the movements of biological resources by providing connectivity between the Planning Area’s NOS and areas north into Pinal County.
6. A minimum of 80% of the RLDR (Rural Low Density Residential) area will be managed and maintained as NOS. This NOS requirement will be applied on a project-by-project basis; each development unit (subdivision plat or block plat) will provide a minimum of 80% project level NOS. Project level development will be designed according to cluster development principles in order to (1) consolidate sensitive on-site biological resources; and, (2) maintain a landscape permeable to the movements of biological resources. Project level NOS will, to the maximum extent possible, be configured in a consolidated, uninterrupted pattern, which connects to other on-site and off-site areas.
7. Within those areas designated as MPC, COP, or VC, a total of 434 acres of floating NOS will be designated for the preservation in place of finite, non-renewable cultural and archaeological resources, or, if not needed for this purpose, will be utilized to further the preservation of NOS.
8. No development may utilize groundwater in a manner that diminishes or otherwise compromises the quantity or quality of groundwater available to support the significant riparian areas contained in the Honey Bee and Big Wash washes.
9. NOS will be unlighted and protected from lighting in nearby developed areas as proscribed in the Oro Valley Zoning Code.
10. Invasive plant species management will be incorporated into all plans for development.
11. It is intended that all areas designated as NOS or riparian areas will be preserved and protected by conservation easements, or other legal means.
12. Oro Valley will work in collaboration with to support Pima County in developing, managing and funding a management plan to protect biological and cultural resources.

Cultural Resource Conservation

These policies address the protection of archaeological and historical sites, as well as the Pima County Designated Priority Cultural Resource Complex known as Indian Town, located within the Planning Area. These policies are intended to preserve finite and non-renewable archaeological sites, historic sites, and traditional cultural places in order to protect their cultural, educational, scientific, recreational, aesthetic and spiritual values.

1. The entirety of the Planning Area must be surveyed for cultural resources and any sites encountered must be recorded with the Arizona State Museum.
2. All cultural resource preservation areas will be monitored through the Arizona Site Stewards Program and others to help ensure the protection of these areas and the preservation of these sites' inherent cultural values.
3. Cultural resources within open space and riparian areas will be preserved in place and managed and maintained as natural open space.
4. Archaeological and historical sites determined to be of exceptional importance should be avoided and protected in place.
5. Where avoidance of individual sites cannot be achieved and an impact to the resource will occur, a plan to mitigate the impacts through site data recovery and documentation, analyses, report preparation, and curation must be developed and then reviewed and approved by the State Historic Preservation Office and implemented prior to any ground disturbance.

Water Supply

1. Future development of the project will require a detailed, comprehensive strategy to address water resource availability for the projected demands and water conservation for the project. The strategy will incorporate the findings and recommendations of the hydrology study requirement for the Planning Area and address opportunities for the use of effluent as a renewable water resource, native plant landscaping, groundwater recharge and minimizing impact to existing private exempt wells in the vicinity of the project. The water resource strategy will be developed for the Planning Area so that it will not impact the Town of Oro Valley's ability to meet current and projected water demands of customers within the existing water service area.
2. Prior to development, a Master Water Management Plan will be completed identifying: current and projected water use demand, fire flow requirements, on-site/off-site water facility location and sizing, loops and proposed connection points to existing water systems, easements and common areas.
3. Consistent with standard Town practice, water infrastructure and access to serve the area must be provided at no cost to the Town. Water infrastructure necessary to serve the Planning Area will be dedicated and conveyed to the Town of Oro Valley acting through its Water Utility.
4. A Water Conservation Plan will be drafted to define policies and standards that require the use of best available technology for all development. A water conservation program should be implemented for all uses. Interior and exterior water conservation practices for residential and non-restricted uses will include the use of low water use fixture units, low water use landscaping and community water-based recreation centers.
5. The Town of Oro Valley has been designated by the Arizona Department of Water Resources as an assured water provider in the Tucson AMA and the annual volume of water that is physically, continuously, and legally available under the Town's designation is not sufficient to serve all of the proposed development in the Planning Area. Prior to land disposition studies will be conducted to determine available water supply in the Planning Area, including groundwater, redundant well sites, the current Town supply, and CAP allocation. If the projected needs of the development are greater than the available water supply, either development will not occur past the adequate supply of available water or additional water supply must be made available.
6. All future development in Arroyo Grande will be served by Oro Valley Water Utility on a first come–first served basis. This will be based on available renewable water supply such as CAP Water that is allocated to the Town. Determination of availability of renewable water supply for the Arroyo Grande area will not include water to be allocated to areas currently within the Oro Valley Water Service Area.

7. If it is determined that renewable water is not available for a proposed development within the Arroyo Grande Area, the developer will be required to convey to the Town sufficient additional renewable water supply to serve the demands of the development in addition to payment of water impact fees. Any conveyance will be “wet” water and not “paper” water transfers.

Transportation and Circulation

1. A master transportation / traffic impact study should be completed during the master planning/PAD process and will encompass all of Arroyo Grande. The owner or its agents arrange for the study in cooperation with the Town and will select and award a contract to a mutually agreed upon professional traffic engineering / transportation planning consultant licensed in the State of Arizona. This study will review and analyze this development from a multimodal transportation point of view, including transit. ADOT must play an integral part of the scoping and review process for this study.
2. The developer will be responsible for the planning, design and construction/improvement of the roadway network in the Planning Area, and will offset the traffic impact to the existing area highway network caused by the Arroyo Grande Development.
3. All infrastructure needed to support each phase of development should be funded and constructed by the developer, and accepted by the Town prior to the first certificate of occupancy for that phase.
4. Transit options should be made available to the community and may include demand response, circulator services, fixed routes, express routes and high capacity transit alternatives on Oracle Road.
5. Arroyo Grande will have a safe, effective, and convenient system of multimodal transportation. All parts of the community will be linked together and accessible to the residents.
6. The Commerce/Office Park area adjacent to Oracle Road should be linked to the interior of the Planning Area as sufficient residential development areas to the northwest develop.
7. Future development of the project will require the following:
 - Designing the transportation system so as to accommodate and facilitate the new-urbanist, sustainable, and mixed-use character of the development
 - Provision for mass transit
 - Providing connectivity for alternate modes of transportation by pedestrians and bicyclists
 - Cross-connection and multiuse trails to provide a multimodal connection with adjacent developments and thus reduce Vehicle Miles Traveled (VMT) within the Planning Area
 - Staged capacity improvements, for example, adequate lanes for through and turning movements to accommodate anticipated traffic volumes
 - A roadway network that avoids deleterious impacts on the natural and constructed drainage network and wildlife movements, provides all-weather access, and avoids disruption of the roadway network by stormwater
 - Any roads crossing a riparian area will be elevated allowing for wildlife and hydrological movement underneath the roadway

Hydrology

1. A master hydrological/drainage study should be completed during the master planning/planned area development phase of this project and will encompass all of Arroyo Grande. The owner or its agents will arrange for the study in consultation with the Town and will select and award a contract to a professional engineering/hydrological consultant that is licensed in the State of Arizona. Pima County Regional Flood Control District must play an integral part in the scoping and review process for this study.
2. Hydrological and drainage design and construction should incorporate techniques that preserve and enhance the natural conditions and character of each watershed.

3. Flood control systems must be provided that protect all developed areas from the impacts of the 100-year flood event.
4. Where required, all-weather crossings must be designed and constructed that will allow unrestricted passage during the 100-year flood event for all arterial, collector and local streets.

Sanitary Sewer Facilities

1. Developers should provide sanitary sewer facilities for the conveyance and/or treatment of sewage from all planned developments.

Parks, Trails and Access

1. Prior to development, a Public Trails Master Plan should be detailed within the Arroyo Grande planning area consistent with the Tortolita Mountain Park Master Plan, the Eastern Pima County Trail System Master Plan, Pima Regional Trail System Master Plan and the Town of Oro Valley's Parks and Trails Plan.
2. The developer should construct a multiuse trail system that provides trailheads and linkages with open space, active recreation areas and schools.
3. Land within development areas should be set aside for parks and other recreational facilities based on established standards.

Public Facilities, Services and Schools

1. The subject area, upon annexation into the Town of Oro Valley, will be provided with a full range of urban level services including schools, fire and police protection, water, transportation facilities/services, and recreational services and facilities. The location of facilities and infrastructure will be fully assessed based on established standards as part of infrastructure studies specific plan(s) formulation pursuant to the goals, objectives and policies for the Planning Area, and will be timed to provide for phased development that can be fully financed by the developer as required in responding to changes in market conditions.
2. A parcel or parcels of land may be required for a centralized Town Operations Center that must include Public Works, Water Utility, Parks and Recreation, Transit, Police and other departments, if necessary.
3. Fire protection will be provided by the Golder Ranch Fire District.
4. The number and locations of schools will be coordinated with Amphitheater School District.
5. The Oro Valley Zoning Code Revised will apply.

Financial Sustainability Policies

1. The Town of Oro Valley expects that new development within the Arroyo Grande area will pay for and provide the necessary infrastructure to meet the needs of that new development.
2. It is expected that existing Town residents should not be burdened with additional costs, fees or taxes to subsidize the provision of Town services to the new development in the Arroyo Grande area.
3. Prior to development approval, an economic impact study will be conducted to determine the costs of service and infrastructure necessary to support the new development and the revenue-generating impact of that development to ensure that the new development is paying its fair share and does not require subsidization from existing residents.
4. It is the Town's policy to carefully consider the use of Community Facility Districts (CFDs) as a funding mechanism to finance the construction, operation and maintenance of public infrastructure within the boundaries of the community facilities district. A CFD is the legal equivalent of the establishment of an entirely new municipal/taxing district entity within the boundaries of the Town. If used, CFDs will provide an enhanced level of public infrastructure amenities and/or municipal services. The Town will conduct a detailed cost/benefit analysis to determine the viability of any proposed CFD within the Arroyo Grande area.

5. Should a CFD be approved for the provision of infrastructure and services within Arroyo Grande that would be funded by property assessments/taxes within the district boundaries, the Town's development impact fee ordinance provides for credits for infrastructure provided in this manner.

8.6.2. KAI-CAPRI

These policies apply to the area shown on the map on page 55, which includes the approximately 10-acre Steam Pump Ranch Estates property in the southeast corner of the area.

General

1. Transfers of residential densities are permitted and encouraged in the area. Primary receiving areas are: (1) the graded area in the north central portion of the site; and (2) areas adjacent to Rooney Ranch no more than 660 feet north of the south boundary and no farther east than the east edge of Palisades splits. Units should be transferred off the following areas: (1) SRAs, (2) areas along North First Avenue (especially the area between the road and the Palisades splits parcels), and (3) the area southeast and visible from Palisades splits parcels.
2. Transfers of densities from SRAs that are not riparian areas (including 50-foot buffers), floodplains, or 25 percent slopes may be calculated at up to 1.0 units per acre. Transfers of densities off the other SRA, or building within any SRA, should be at no more than 0.4 units per acre.
3. Primitive trails, with public access easements, shall be provided unless otherwise prohibited by law. These will be within the existing wash areas, will connect to the open space area adjacent to the north boundary of the site, and will provide a connection from the Palisades splits area southeasterly to the wash.
4. Any change to the General Plan that would allow more than 1.0 units per acre, overall, on the residential area on the property shall be treated as a major amendment. As currently mapped, the maximum number of residential units on the Kai-Capri Property is 255; and up to 10 are allowed on the Steam Pump Ranch Estates property. Any change of the commercial area to residential uses shall be treated as a major amendment.
5. The Oro Valley Zoning Code Revised will apply.

Neighborhood Commercial/Office (NCO)

1. Must be developed for commercial and office uses as part of an overall master plan that includes planning for the MPC property to the south.
2. Any building within 200 feet of North First Avenue shall not be higher than 25 feet as measured from the finished grade of North First Avenue, unless the applicant demonstrates by a viewshed analysis that a greater building height will not interfere with views of the Catalinas.
3. A minimum of 40% of the North First Avenue frontage to a depth of 300 feet must be maintained as a view corridor and not used for building purposes.
4. The commercial areas shall not extend, on North First Avenue, to the south of the Evergreen (Walgreen's) development.

Master Planned Community

1. Must be developed for residential uses as part of an overall master plan that includes planning for the NCO property to the north.
2. No building within 200 feet of North First Avenue, or within 150 feet of Palisades Road or existing development shall be higher than 18 feet, unless the applicant demonstrates by a viewshed analysis that a greater building height will not interfere with views of the Catalinas.
3. There shall be no development in the 100-year floodplain, riparian areas or on any slopes of 25% or more, excluding roadway and utilities.

4. The only housing type permitted is single-family detached residence.
5. Mass grading for residential uses is allowed only in disturbed areas. Any mass grading shall require the approval of the Planning and Zoning Administrator.
6. No buildings shall be constructed within 100 feet of the east property line adjacent to existing residential areas.

8.6.3. LA CHOLLA/NARANJA

The La Cholla/Naranja Conceptual Master Plan Map can be found on page 124.

Northwest

1. Planning unit boundaries are shown graphically. The actual boundaries extend to the centerline of adjacent rights-of-way or property boundaries as depicted on the Long Range Conceptual Master Plan dated April 22, 2015, and approved during the General Plan Amendment process.
2. Lands outside the Critical Resource Areas shall be considered Resource Management Area Tier 2.
3. At the time of rezoning, a Master Plan shall be prepared through the use of a Planned Area Development (PAD) zoning for the entire site, including:
 - a. A Master Land Use Plan, which will formalize the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process, and which will correspond to descriptions of the various land use categories proposed in the PAD.
 - b. A Master Traffic Impact Analysis (TIA), which will outline roadway improvements that are anticipated to be necessary as the PAD develops. The Master TIA shall be updated with each individual Conceptual Site Plan proposed within the PAD, determining which, if any, roadway improvements are necessary to mitigate each development's impacts. The TIA shall identify and substantiate traffic control methods to minimize or mitigate potential traffic impacts to Cañada Hills Drive, which is a private roadway. The ultimate alignment of subdivision access roads and use of proposed traffic control methods are entirely subject to Town Engineer review and approval.
 - c. A Master Recreation & Trails Plan, which will schematically show bicycle and pedestrian circulation within the PAD. The Plan will also include schematic programming for the different recreational area nodes shown on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process.
 - d. A Master Environmentally Sensitive Open Space (ESOS) Plan showing the placement of required open space within the entire future Planned Area Development area. ESOS within Resource Management Areas shall be located along adjacent Critical Resource Areas to the greatest extent practical, outside of Neighborhood Commercial – Office parcels.
 - e. A Master Utilities Plan, which will show anticipated trunk utility extensions needed throughout the PAD.
4. The total maximum of permitted units is 500 for all areas designated as residential (including townhomes). The Neighborhood Commercial - Office properties at La Cholla and Naranja shall have a backup designation of Medium Density Residential (MDR) (2.1 – 5.0 homes per acre), allowing an additional 70 units. The backup designation of MDR may only be utilized once the remainder of the Master Planned Community residential parcels have been developed.
5. No apartments shall be permitted.
6. No senior care facilities shall be permitted, unless operated in conjunction with the expansion of the Casas Church.
7. No crematoriums shall be permitted.
8. Gun and ammunition sales shall not constitute the primary use within a business within the development.
9. For the northwest corner of La Cholla and Naranja Drives designated as Neighborhood Commercial - Office, all C-N uses enabled in Town zoning are permitted, except as provided below:

- a. Supermarkets, car washes, gas stations, auto service centers and convenience stores such as Circle K, 7-11 or similar are prohibited.
 - b. Drive-thru uses and other convenience uses subject to approval of a Conditional Use Permit.
 - c. Back-up designation of Medium Density Residential (2.1 – 5.0 homes per acre) is permitted, with a cap of 30 units.
 - d. Maximum building height shall be limited to 24 feet.
 - e. Packaged alcohol sales shall not constitute the primary use within a business.
- 10.** For the southwest corner of La Cholla and Naranja Drives designated as Neighborhood Commercial - Office, all C-1 uses enabled in Town zoning are permitted, except as provided below:
- a. Broadcasting station, fabric store, medical marijuana dispensary, video store, appliance repair, laundromat, car washes, auto service centers, convenience stores such as Circle K, 7-11 or similar, theater, or a major communications facility are prohibited.
 - b. Drive-thru uses and other convenience uses are subject to approval of a Conditional Use Permit.
 - c. Back-up designation of Medium Density Residential (2.1 – 5.0 homes per acre) is permitted, with a cap of 40 units.
 - d. Packaged alcohol sales shall not constitute the primary use within a business.
 - e. Dry cleaners limited to drop-off/pick up only, are permitted.
- 11.** A 200 foot natural open space buffer shall be provided on the west boundary adjacent to existing residential areas as shown on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process. No trails shall be provided within this buffer area.
- 12.** Homes shall be restricted to single story, not to exceed 20 feet in height along the west and south as denoted on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process. Expansions of the Casas Church campus in these areas shall be restricted to 25 feet in height.
- 13.** Areas designated Medium Density Residential shall include perimeter buffer yards with enhanced vegetation (density and size) to screen lots along arterial roadways. Sizable native vegetation that is required to be transplanted, as specified in the zoning code, shall be placed in buffer yards.
- 14.** The park areas within the Master Plan shall count toward the recreation area acreage required by Town Code for residential development within the Master Plan. The park areas shall be improved by the developer with a commensurate level of amenities as required by the Zoning Code.
- 15.** The development shall substantially conform to the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process.
- 16.** These Special Area Policies represent agreed upon elements as part of the General Plan amendment to be reflected in the required Planned Area Development zoning. These Special Area Policies should not be construed as the complete list of standards and requirements applicable to the Planned Area Development. Additional development standards and requirements will be comprehensively addressed during the subsequent rezoning process.
- 17.** Areas designated Low Density Residential shall include a perimeter buffer yard with enhanced vegetation (density and size) along the entire eastern edge of the 200 foot natural open space area adjacent to existing residences. Sizable native vegetation that is required to be transplanted as specified in the Zoning Code shall be placed in that eastern edge buffer yard. The intent of this enhanced buffer yard is to fill in any significant gaps in the native tree canopy within the 200 foot natural open space area, as viewed from the existing residences to the west. The enhanced buffer yard shall meet the Town's 10 foot Bufferyard 'A' requirements.
- 18.** Grading permits for the development shall not be issued until the contract for the Regional Transportation Authority's widening of La Cholla Boulevard has been awarded to a contractor.

19. The 53 acre Medium Density Residential parcel on the north side of Lambert Lane shall be restricted to a maximum density of three homes per acre, requires a minimum lot size of 6,600 square feet and requires a minimum of 10,000 square foot lots along the north side of Lambert Lane with a minimum of 15 feet between homes.

Southwest

1. Planning unit boundaries are shown graphically. The actual boundaries extend to the center line of adjacent rights-of-way or property boundaries as depicted on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan Amendment process.
2. Lands outside the Critical Resource Areas shall be considered Resource Management Area Tier 2.
3. At the time of rezoning, a Master Plan shall be prepared through the use of a Planned Area Development (PAD) zoning for the entire site, including:
 - a. A Master Land Use Plan, which will formalize the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process, and which will correspond to descriptions of the various land use categories proposed in the PAD.
 - b. A Master Traffic Impact Analysis (TIA), which will outline roadway improvements that are anticipated to be necessary as the PAD develops. The Master TIA shall be updated with each individual Conceptual Site Plan proposed within the PAD, determining which, if any, roadway improvements are necessary to mitigate each development's impacts. The TIA shall identify and substantiate traffic control methods to minimize or mitigate potential traffic impacts to Cañada Hills Drive, which is a private roadway. The ultimate alignment of subdivision access roads and use of proposed traffic control methods are entirely subject to Town Engineer review and approval.
 - c. A Master Recreation & Trails Plan, which will schematically show bicycle and pedestrian circulation within the PAD. The Plan will also include schematic programming for the different recreational area nodes shown on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process.
 - d. A Master Environmentally Sensitive Open Space (ESOS) Plan showing the placement of required open space within the entire future Planned Area Development area. ESOS within Resource Management Areas shall be located along adjacent Critical Resource Areas to the greatest extent practical, outside of Neighborhood Commercial – Office parcels.
 - e. A Master Utilities Plan, which will show anticipated trunk utility extensions needed throughout the PAD.
4. The total maximum of permitted units is 500 for all areas designated as residential (including townhomes). The Neighborhood Commercial - Office properties at La Cholla and Naranja shall have a backup designation of Medium Density Residential (MDR) (2.1 – 5.0 homes per acre), allowing an additional 70 units. The backup designation of MDR may only be utilized once the remainder of the Master Planned Community residential parcels have been developed.
5. No apartments shall be permitted.
6. No senior care facilities shall be permitted, unless operated in conjunction with the expansion of the Casas Church.
7. No crematoriums shall be permitted.
8. Gun and ammunition sales shall not constitute the primary use within a business within the development.
9. For the northwest corner of La Cholla and Naranja Drives designated as Neighborhood Commercial - Office, all C-N uses enabled in Town zoning are permitted, except as provided below:
 - a. Supermarkets, car washes, gas stations, auto service centers and convenience stores such as Circle K, 7-11 or similar are prohibited.
 - b. Drive-thru uses and other convenience uses subject to approval of a Conditional Use Permit.
 - c. Backup designation of Medium Density Residential (2.1 – 5.0 homes per acre) is permitted, with a cap of 30 units.
 - d. Maximum building height shall be limited to 24 feet.
 - e. Packaged alcohol sales shall not constitute the primary use within a business.

- 10.** For the southwest corner of La Cholla and Naranja Drives designated as Neighborhood Commercial - Office, all C-1 uses enabled in Town zoning are permitted, except as provided below:
 - a.** Broadcasting station, fabric store, medical marijuana dispensary, video store, appliance repair, laundromat, car washes, auto service centers, convenience stores such as Circle K, 7-11 or similar, theater, or a major communications facility are prohibited.
 - b.** Drive-thru uses and other convenience uses are subject to approval of a Conditional Use Permit.
 - c.** Back-up designation of Medium Density Residential (2.1 – 5.0 homes per acre) is permitted, with a cap of 40 units.
 - d.** Packaged alcohol sales shall not constitute the primary use within a business.
 - e.** Dry cleaners limited to drop-off/pick up only, are permitted.
- 11.** A 200 foot natural open space buffer shall be provided on the west boundary adjacent to existing residential areas as shown on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process. No trails shall be provided within this buffer area.
- 12.** Homes shall be restricted to single story, not to exceed 20 feet in height along the west and south as denoted on the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process. Expansions of the Casas Church campus in these areas shall be restricted to 25 feet in height.
- 13.** Areas designated Medium Density Residential shall include perimeter buffer yards with enhanced vegetation (density and size) to screen lots along arterial roadways. Sizable native vegetation that is required to be transplanted, as specified in the zoning code, shall be placed in buffer yards.
- 14.** The park areas within the Master Plan shall count toward the recreation area acreage required by Town Code for residential development within the Master Plan. The park areas shall be improved by the developer with a commensurate level of amenities as required by the Zoning Code.
- 15.** The development shall substantially conform to the Long Range Conceptual Master Plan dated April 22, 2015 and approved during the General Plan amendment process.
- 16.** These Special Area Policies represent agreed upon elements as part of the General Plan amendment to be reflected in the required Planned Area Development zoning. These Special Area Policies should not be construed as the complete list of standards and requirements applicable to the Planned Area Development. Additional development standards and requirements will be comprehensively addressed during the subsequent rezoning process.
- 17.** Areas designated Low Density Residential shall include a perimeter buffer yard with enhanced vegetation (density and size) along the entire eastern edge of the 200 foot natural open space area adjacent to existing residences. Sizable native vegetation that is required to be transplanted as specified in the Zoning Code shall be placed in that eastern edge Bufferyard. The intent of this enhanced Bufferyard is to fill in any significant gaps in the native tree canopy within the 200 foot natural open space area, as viewed from the existing residences to the west. The enhanced buffer yard shall meet the Town's 10 foot Bufferyard 'A' requirements.
- 18.** Grading permits for the development shall not be issued until the contract for the Regional Transportation Authority's widening of La Cholla Boulevard has been awarded to a contractor.
- 19.** Traffic shall not be allowed to cross La Cholla Boulevard directly from the development to Cañada Hills Drive.
- 20.** The 53 acre Medium Density Residential parcel on the north side of Lambert Lane shall be restricted to a maximum density of three homes per acre, requires a minimum lot size of 6,600 square feet and requires a minimum of 10,000 square foot lots along the north side of Lambert Lane with a minimum of 15 feet between homes.

The La Cholla/Naranja Conceptual Master Plan Map can be found on page 124.





Planning Oro Valley Together



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PUBLIC PARTICIPATION PLAN PROGRESS REPORT PHASE 2 ACTIVITY, JUNE 2014 – OCTOBER 2015

INTRODUCTION

The Public Participation Plan (PPP) for the *Your Voice, Our Future* Project was adopted by Oro Valley Town Council on May 1, 2013. As part of the update process for the Town's General Plan, the Public Participation Plan has a few purposes.

The Public Participation Plan Guiding Principles:

- Is open, transparent, accountable, inclusive, collaborative and ethical
- Ensures involvement opportunities are convenient for residents
- Promotes sustainable decisions that resonate with the voting community
- Seeks and facilitates involvement of all demographics
- Will be assessed on an ongoing basis to ensure best practices
- Includes how the public's involvement helps to shape the decisions made for the General Plan

Additionally,

"This Public Participation Plan was designed to support the Town's primary goal of developing a **community- and consensus-based, defensible and voter-ratified General Plan update**. To accomplish that, the update must represent a shared community vision and guiding principles, and the public participation must be **inclusive, educational and far-reaching**" (p.5).

PURPOSE

This Progress Report is designed to provide an update of activities related to the Public Participation Plan (PPP) for the second phase of the *Your Voice* Project starting with the *Your Voice* Committees' work through the presentation of the project's "Recommended Draft" (90% Completion) to the Town's Planning and Zoning Commission in September 2015. The PPP outlines the goal of providing periodic status updates on progress and results and this report is the second in a series of such updates.

METHODS

The approved PPP includes an outline of communications methods and techniques which "are designed to reach a broad spectrum of the community and educate them about the process, garner meaningful input and, ultimately, obtain voter ratification" (p. 8). In addition to the communication methods outlined in the PPP, the plan also includes an attachment identifying community stakeholders, as well as a flowchart outlining the timing for each communication method.

During the course of Phase 2 a comprehensive outreach log was maintained which identified events, media and other means of engaging the public. Following is the public participation flowchart, which has been modified to show efforts from this phase. It has been populated with information from the outreach log and also indicates which stakeholders identified in the PPP were reached.

PUBLIC PARTICIPATION FLOWCHART: PHASE 2 – DRAFT AND COMMITTEE REVIEW (JUNE 2014 – OCTOBER 2015)

METHOD

DRAFT AND COMMITTEE REVIEW

**STAKEHOLDERS
REACHED**

Targeted Participation		
Committees & Boards		
Environment Committee	Emails – Sep 11, Oct 1, Oct 15, Oct 29, Nov 10, Nov 26, Dec 9, Dec 22 (2014); Jan 5 (2015) Meetings – Sep 23, Oct 8, Oct 22, Nov 4, Nov 17, Dec 4, Dec 16 (2014)	<u>Residents</u>
Community Committee	Emails – Oct 20, Nov 24, Dec 30 (2014); Jan 15, Jan 29, Feb 5, Feb 6, Feb 12, Feb 19, Feb 26, Mar 5, Mar 17, Mar 23, Sep 18 (2015) Mailing – Dec 3, Dec 23 (2014) Meetings – Dec 18 (2014); Jan 8, Jan 22, Feb 5, Feb 19, Mar 5 (2015)	<u>Residents</u>
Development Committee	Emails – Jan 21, Feb 5, Feb 18, Mar 6, Mar 17, Mar 23, Apr 2, Apr 17, Aug 28, Sep 18 (2015) Mailing – Jan 6, Jan 21 (2015) Meetings – Jan 14, Jan 28, Feb 12, Feb 25, Mar 12, Mar 19, Mar 25, April 8 (2015)	<u>Residents</u>
Joint Meeting of Committee Reps	All-Committee Emails – Jun 3, Jun 4, Aug 29, Sep 3, Sep 26, Oct 8, Nov 8, Dec 19 (2014); Jan 20, Apr 3, Apr 10, Apr 15, Apr 16, Apr 22, May 4, May 20, Jul 1, Jul 15, Aug 13, Aug 26, Sep 2, Sep 10, Sep 18, Oct 6 (2015) All-Committee Mailing – Jun 3, Jun 4 (2014); Apr 13, Aug 26 (2015) All-Committee Orientation – Aug 27, Sep 15 (2014) All-Committee Meetings – May 7, May 29, Aug 18 (2015)	<u>Residents</u>
Small Event Meetings		
Leadership Interviews (major employers)	<i>Not targeted for this phase</i>	N/A
One on Ones with Stakeholders	Meeting: Southern Arizona Home Builders Association (SAHBA) and Metropolitan Pima Alliance (MPA): Jul 7, Aug 17 (2015) Emails: Jun 10, Aug 3, Aug 5 (2015)	<u>Building Industry</u> <u>Interests:</u> Metropolitan Pima Alliance (MPA), Southern Arizona Homebuilders Association (SAHBA)
HOA Meeting Participation Series	<i>Not targeted for this phase</i>	N/A
Community Conversation on Your Corner	<i>Not targeted for this phase</i>	N/A

Town Department Review Meetings	Group Emails: Jun 27, Jul 17, Aug 14, Aug 21, Sep 10, Sep 18, Sep 23, Nov 21 (2014); Jan 20, Jan 26, Apr 17, May 5, May 21, May 28, Jun 10, Aug 12, Sep 14 (2015)	<u>Regulatory and Planning Agencies:</u> Local
Stakeholder Mtgs. – Gov. & Schools	“Stakeholder Review Draft” Mailing – Jun 1, Aug 26 (2015) Emails – Federal, State, Regional, Local – Jun 2, Jun 3 (2015) Meetings – Town of Marana: Jun 17 (2015) Pima County Development Services: Jun 29 (2015)	<u>Regulatory and Planning Agencies:</u> Federal, State, Regional, Local
Stakeholder Mtgs. – Community Groups	Presentations: Chamber of Commerce Meetings: Oct 14 (2014); Jun 18 (2015) City-County Communication & Marketing Association Annual Conference: Sep 4 (2014) Coldwell Banker Residential Brokerage: Oct 14 (2014); Jun 9 (2015) Metropolitan Pima Alliance (MPA): May 5, Jun 23 (2015) Pima Community College – Chancellor and Cabinet Meeting : Oct 7 (2014) Information: Chamber of Commerce: Jul 24, Aug 8 (2014)	<u>Business Interests:</u> Oro Valley Chamber of Commerce, Coldwell Banker Residential Brokerage, Metropolitan Pima Alliance (MPA); <u>Other:</u> Pima Community College
Stakeholder Mtgs. – AZ State Land Dept	Arizona State Land Department: Dec 22 (2014), Oct 7 (2015)	<u>Regulatory and Planning Agencies:</u> State
Stakeholder Mtgs. – Developers/Landowners	Developers Forum Event: Dec 9 (2014) Emails: Nov 7, Nov 24, Dec 19, Dec 23 (2014) Land Owners and Developers Open House Mailing and emails to property owners: Feb 2, Apr 2, Apr 3, Apr 6 (2015) Emails to Building Industry Interests: Feb 6, Feb 26 (2015) Event: Feb 23 (2015) Email to Open House attendees: Feb 26 (2015)	<u>Building Industry Interests:</u> Metropolitan Pima Alliance (MPA), Tucson Realtors Association, Southern Arizona Homebuilders Association (SAHBA), Land Speculators <u>Other:</u> Owners of vacant land – large and small
Boards & Commissions Workshops	Planning & Zoning: Feb 3, May 5, Jun 2, Jul 10 (2015) Town Council: Jun 25, Jun 30 (2015) Youth Advisory: Jun 22 (2015) Conceptual Design Review: Jun 9, Jul 14 (2015) Board of Adjustment: Jul 29 (2015) Historic Preservation: Jun 1 (2015)	<u>Regulatory and Planning Agencies:</u> Local; <u>Other:</u> Oro Valley Citizen Advisory Boards and Commissions

	Water Utility: Jun 8, Jul 13 (2015) Stormwater Utility: Jun 4 (2015) Parks & Rec Advisory: May 26, Jun 30 (2015)	
PZ Commission Study Session	Jun 2, Sep 15 (2015)	<u>Regulatory and Planning Agencies:</u> Local
Focus Group on Land Use	Development Sub-Committee – Emails: Jan 30, Feb 10, Feb 27, Mar 6, Mar 17, Jul 22, Aug 5 (2015) Meetings: Feb 2, Feb 17, Mar 2, Mar 10, Aug 6 (2015)	<u>Residents</u>
Focus Group on Economic Development	Economic Development Forum Emails: Sep 12, Sep 26, Oct 8 (2014) Event: Oct 3 (2014)	<u>Residents; Business Interests:</u> Oro Valley Chamber of Commerce, Coldwell Banker Residential Brokerage, Oro Valley Hospital, Tucson Regional Economic Opportunities (TREO), El Conquistador Resort, Small Business Owners; <u>Building Industry Interests:</u> Metropolitan Pima Alliance (MPA), Southern Arizona Home Builders Association (SAHBA), Land Speculators; <u>Arts and Cultural Interests:</u> Southern Arizona Arts & Culture Alliance (SAACA), Tohono Chul; <u>Schools:</u> Casas Christian K-8, Pima Community College Northwest Campus; <u>Other</u>
Youth Values Institute	<i>Not targeted for this phase</i>	N/A
School/Classroom Participation	<i>Not targeted for this phase</i>	N/A

Exercises		
Neighborhood Gatherings	<i>Not targeted for this phase</i>	N/A
Community Participation		
Large Event Meetings		
Town Hall I: Project Kick-Off & Future Search	<i>Not targeted for this phase</i>	N/A
Open House	Proposed Land Use Change Open Houses Mailing: Jun 22, Jun 24, Aug 28 (2015) Public Sign: Jun 30 (2015) Events: Jul 13, Jul 15, Jul 16 (2015) Emails: Aug 31 (2015)	<u>Residents</u> , Owners of vacant land – large and small
Public Hearings	Planning and Zoning Commission: Oct 6, Oct 20 (2015) Town Council: [upcoming: Nov 4 (2015)]	<u>Residents</u>
Community Events		
Annual HOA Forum	<i>Not targeted for this phase</i>	N/A
State of the Town	Booth and mention in Mayor’s speech: Sep 12 (2014)	Various
School Functions & Parents Associations	<i>Not targeted for this phase</i>	N/A
Aquatic Center, Parks & Sporting Events	<i>Not targeted for this phase</i>	N/A
SACCA & TSO Events	<i>Not targeted for this phase</i>	N/A
Town Holiday Events	<i>Not targeted for this phase</i>	N/A
TOV Volunteer Dinner	Event: Dec 11 (2014)	<u>Residents</u>
Web and Social Media		
Facebook	Oct 21, Nov 2, Nov 12 (2014), Jan 6, Jan 17, Jan 18, Jan 20, Jan 25, Jan 30, Feb 3, Feb 10, Feb 11, Feb 13, Feb 17, Feb 19, Feb 23, Mar 4, Mar 7, Mar 8, Mar 17, Mar 24, Apr 6, Apr 16, Apr 27, Jun 8, Jun 30 (2015)	Various
Twitter	<i>No longer in use by YVOF</i>	N/A
Town Website (orovalleyaz.gov)	<i>Ongoing presence</i> News postings: Oct 8, Nov 12, Dec 23 (2014); Jan 28, Feb 6, Mar 5, Apr 16, Jul 24, Aug 5, Aug 13, Aug 27, Sep 16, Sep 22 (2015)	Various
Mobile app	Mobile access available to YourVoiceOV.com	<u>Residents</u>
YourVoiceOV.com	<i>Ongoing presence</i> Web Announcements: Jun 27, Aug 8, Sep 25, Oct 14, Nov 12, Dec 23 (2014); Jan 15, Jan 28, Mar 5, Apr 16, May 18, Jul 24, Aug 5, Aug 13, Sep 16, Sep 22 (2015)	Various

	<p>Topic Questions: Aug 7, Sep 15, Oct 1, Oct 20, Oct 29, Nov 10, Nov 24, Nov 26, Dec 9, Dec 22, Dec 30 (2014); Jan 5, Jan 15, Jan 21, Jan 29, Jan 30, Feb 11, Feb 12, Feb 17, Feb 19, Feb 25, Mar 2, Mar 5, Mar 10, Mar 12, Mar 19, Mar 25, Apr 8, Apr 29, May 5 (2015)</p> <p>Idea Submissions: Sep 3, Sep 22, Nov 25 (2014); Jan 15, Mar 5, May 21 (2015)</p> <p>Instant Polls: Nov 22, Nov 25 (2014); Jan 14, Jan 15, Mar 12, May 21 (2015)</p> <p>Photo Shares: Jan 14, May 21 (2015)</p> <p>Announcement Emails (YourVoiceOV.com users): Jun 27, Aug 8, Sep 25, Nov 12, Dec 23 (2014); Jan 5, Jan 28, Mar 5, Apr 16 (2015)</p>	
Surveys		
YourVoiceOV.com	<i>Not targeted for this phase</i>	N/A
Survey Published in NW Explorer	<i>Not targeted for this phase</i>	N/A
Informal Event Surveys & Comment Forms	<i>Not targeted for this phase</i>	N/A
Phone Surveys	<i>Not targeted for this phase</i>	N/A
Local News Media		
NW Explorer – Advertising Space	Aug 20, Dec 10 (2014), Jan 28, Feb 19, April 15, Jun 3, Jun 24, Sep 9, Sep 30, Oct 14 (2015)	Various
NW Explorer – Quarterly Article	Oct 15 (2014)	Various
Vista Articles	Jun 4, Oct 8, Dec 1 (2014); Feb 25, Apr 13, Jun 23, Aug 17 (2015)	Various
News Release	<p>Media Releases: Sep 24, Nov 12, Dec 11 (2014); Jun 8, Jun 30, Sep 16, Sep 24 (2015)</p> <p>Talk of the Town: Jun 3, Sep 3 (2014), Jul 6, Aug 16, October 6 (2015)</p> <p>Media Coverage – Explorer: Sep 11 (2014)</p>	N/A
Letter to Editor Response	<i>Not targeted for this phase</i>	N/A
Articles (or Ads) in HOA Newsletters	<p>Emails: Jun 4, Jun 19, Sep 17 (2015)</p> <p>Rancho Vistoso Newsletter: Jul 1, [upcoming: Fall issue] (2015)</p>	<u>Residents;</u> <u>Homeowners</u> <u>Associations:</u> Rancho Vistoso
Water Bill Inserts	Now included in Vista publication.	N/A
Postcards to Advertise Website & YourVoiceOV.com	<i>Not targeted for this phase</i>	N/A
Voter Education Postcard	<i>Not targeted for this phase</i>	N/A
Ballot Vote	<i>Not targeted for this phase</i>	N/A
Tools & Techniques		
Communication Strategy #1: This is important!	<i>Not targeted for this phase</i>	N/A

Communication Strategy #2: Participate!	In addition to the specifics already included, numerous project flyers, fact sheets, executive summaries, cover letters, and plan copies (30%, 60% and 90%) were distributed at numerous events throughout this phase. Announcement Emails (all contacts): Sep 26 (2014); Mar 5, May 18, Jun 2, Jun 29, Jul 24, Sep 16, Sep 24 (2015)	Various
Communication Strategy #3: Vote!	<i>Not targeted for this phase</i>	N/A
Community Speakers Bureau	<i>Not targeted for this phase</i>	N/A
Leadership Bureau	<i>Not targeted for this phase</i>	N/A
Traveling Mobile Display	<i>Not targeted for this phase</i>	N/A
Technical Reports (baseline information)	Background Report published and distributed to <i>Your Voice</i> Committees this phase.	<u>Residents</u>



Town Council Regular Session

Item # **3.**

Meeting Date: 10/21/2015
Requested by: Councilmember Zinkin & Councilmember Burns
Submitted By: Mike Standish, Town Clerk's Office
Department: Town Clerk's Office

Information

SUBJECT:

*REQUEST TO CONSIDER THE SITE PLAN AND ARCHITECTURE APPROVED BY ADMINISTRATIVE DECISION AS ENABLED WITHIN THE TOWN'S ECONOMIC EXPANSION ZONE FOR THE VENTANA ROCHE MODULAR BUILDING PROPOSED AT THE SOUTHWEST CORNER OF VISTOSO VILLAGE AND INNOVATION PARK DRIVES

RECOMMENDATION:

Staff recommends upholding the Planning & Zoning Administrator's decision to approve Ventana Roche's Site Plan (Attachment 1) and Architecture (Attachment 2) for a second 29,000 s.f. modular building.

EXECUTIVE SUMMARY:

This is a request to consider Ventana Roche's plans for a modular building at a future Town Council meeting. As provided in the zoning code (Section 24.9.C.4.a), appeal of an administrative decision to approve a development within the Economic Expansion Zone (EEZ) must be enabled by a majority of Town Council members within twenty days of staff action (October 5).

Councilmember Zinkin and Councilmember Burns sponsored this item following staff approval of Site Plans and Architecture for Ventana Roche's most recent 29,000 s.f. modular building. The primary concern stated is the approval of a modular building on a temporary basis (8 to 10 years) in the Economic Expansion Zone.

The zoning code allows use of a building as an office and research facility without to regard to specific type (modular, concrete block etc.) or duration. As a result, the Town does not have the legal authority to restrict or disallow use of a modular building over the course of 8 to 10 years. This is regardless whether the EEZ or the regular site plan and architecture approval process is utilized.

BACKGROUND OR DETAILED INFORMATION:

On October 5th, staff notified Town Council that Ventana Roche's second 29,000 sq. ft. temporary modular building has been administratively approved in accord with EEZ provisions. The zoning code (Section 24.9.B.1) enables staff approval of site plan and architecture for *new development, additions, expansions, or changes to existing development proposing permitted uses and otherwise consistent with existing zoning and development standards.*"

The zoning code (Section 24.9.C.4.a) enables Town Council reconsideration of an EEZ approval as follows:

The approval, with or without conditions, or denial of an application shall be final unless, within twenty (20) days from the date of the Planning and Zoning Administrator's decision, a majority of the Town

Council requests review of the Planning and Zoning Administrator's decision.

An October 5th Town Council report served as notification of the twenty day appeal period. Consideration by Town Council on October 21 is within the allotted time period. If a majority of Town Council vote to review the administration decision, it will be placed on the November 4th agenda.

DISCUSSION

When reviewing a site plan and architecture involving a permitted use, the Town is restricted to applying existing standards within the approved zoning code. The following zoning standards are applicable to use and duration of a modular structure:

1. *“Building” is defined as “any structure for the shelter, housing, or enclosure of persons...”. As a result, use of a building (regardless of construction type) within the Rancho Vistoso Planned Area Development (PAD) Campus Park Industrial zoning for office and research facility is allowed.*
2. *There are no time limits for any type of “building” beyond temporary construction trailers, home sales offices, or mobile homes/trailers used as a dwelling while a residence is under construction.*

The Town does not have the authority to restrict or disallow use of modular building for 8 to 10 years. This holds true regardless of review process (EEZ or normal Conceptual Design Review Board/Town Council).

The site plan and architecture conform to all existing Town zoning, design standards and guidelines.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to review the administrative approval of Ventana Roche's site plan and architecture for a second 29,000 modular building at the November 4 Town Council meeting.

or

I MOVE to not review the administrative approval of Ventana Roche's site plan and architecture for a second 29,000 modular building and continue the process enabled by EEZ.

Attachments

Attachment 1

Attachment 2

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 29.84 ACRES.
2. THE PROPOSED SITE COVERAGE IS 10.73 ACRES/ 29.84 ACRES = 36%
3. THE GROSS FLOOR AREA OF THIS DEVELOPMENT IS 56,600 S.F.
4. THE FLOOR AREA RATIO (FAR) FOR THIS DEVELOPMENT IS 0.04.
5. THE GROSS AREA OF ALL PROPOSED IMPERVIOUS SURFACES IS 162,497 S.F. (3.73 AC).
6. NO PUBLIC STREETS ARE PROPOSED WITH THIS DEVELOPMENT.
7. ASSURANCES FOR SITE IMPROVEMENTS, LANDSCAPING AND RE-VEGETATION BONDS MUST BE POSTED PRIOR TO ISSUANCE OF GRADING PERMITS.
8. ALL PROPOSED UTILITIES WILL BE UNDERGROUND.
9. PROPOSED USES AS OFFICE AND RESEARCH.

PLANNING GENERAL NOTES

1. THE MAXIMUM ALLOWED BUILDING HEIGHT FOR THIS DEVELOPMENT IS 36'.
2. THE PROPOSED BUILDING HEIGHT IS 19'.
3. THE MAXIMUM BUILDING SITE COVERAGE IS FIFTY (50%) PERCENT.
4. THERE IS NO REQUIRED OPEN SPACE.
5. THE TOTAL AMOUNT OF OPEN SPACE PROVIDED WITHIN THIS PROJECT IS 19.11 ACRES/29.84 ACRES = 64% THE GROSS AREA IS 29.84 ACRES.
6. A MINIMUM OF 15% OF NET TOTAL AREA MUST BE LANDSCAPED. LANDSCAPED AREA IS 5.84 ACRES. (16.2%).
7. THE LANDSCAPE BUFFERYARDS FOR THIS PROJECT ARE: ALL = 30' (BUFFERYARD 'B'), NORTH OF VISTOSO VILLAGE SITE ENTRANCE TO THE SOUTH ENTRANCE OF THE SITE IS A 40' NATURAL TYPE "B" BUFFERYARD. THE BUILDING SETBACKS FOR THIS PROJECT ARE: FRONT = 25' (EAST), SIDE = 20' (NORTH AND SOUTH), REAR = 30' (WEST)
8. EXISTING ZONING IS RANCHO VISTOSO PAD, OPEN SPACE, AND OFFICE RESEARCH PARK (CPI)
10. ALL SIGNAGE AND LIGHTING TO BE ADDRESSED AS PART OF A SEPARATE REVIEW AND APPROVAL PROCESS.

ENGINEERING GENERAL NOTES

1. BASIS OF ELEVATION: ELEVATIONS ARE BASED ON NGVD 1929 BEING THE TOP OF A BRASS CAP SURVEY MONUMENT, RLS12214, LOCATED AT CENTERLINE INTERSECTION OF INNOVATION PARK DRIVE AND VISTOSO COMMERCE PLACE. ELEVATION IS 2809.52 (NGVD 29).
2. THE DESIGN VEHICLE FOR THIS PROJECT IS A SU-30. THE DESIGN SPEED FOR THIS PROJECT IS 15 MPH.
3. 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.
4. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
5. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES MUST BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED THIRTY (30) INCHES AND SEVENTY TWO (72) INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
6. FINAL SITE PLANS AND IMPROVEMENT PLAN MUST BE APPROVED FOR COMMERCIAL LOTS OR PADS PRIOR TO THE ISSUANCE OF ANY PERMITS BY THE TOWN ENGINEER AND/OR BUILDING OFFICIAL.
7. ALL WEATHER ACCESS MUST BE PROVIDED TO ALL LOTS WITHIN THE SUBDIVISION.

DRAINAGE GENERAL NOTES

1. DEVELOPER WILL COVENANT TO HOLD TOWN OF ORO VALLEY, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
2. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE ORO VALLEY TOWN COUNCIL.
3. DRAINAGE STRUCTURES MUST BE CONSTRUCTED AND INSTALLED ACCORDING TO TOWN STANDARDS AND PAID FOR BY THE DEVELOPER. ALL DRAINAGE STRUCTURES MUST BE DESIGNED TO CONVEY A Q₁₀₀ FLOW.
4. THE DEVELOPER WILL ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGE WAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
5. ALL DRAINAGE WAYS WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY PERMITS FROM THE TOWN ENGINEER AND/OR BUILDING OFFICIAL FOR LOT 4 OF BEING A RESUBDIVISION OF LOT 2, 4, 5, AND 6 OF RANCHO VISTOSO NEIGHBORHOOD 3, PHASE 1, LOTS 2 AND 4 THROUGH 8, AS RECORDED IN BOOK 54, M&P PAGE 36.
6. DRAINAGE MUST BE COLLECTED AND RELEASED FROM A PROPOSED DEVELOPMENT AT THE LOCATIONS AND IN THE MANNER EXISTING PRIOR TO DEVELOPMENT.
7. DRAINAGE WAYS MUST BE PROVIDED WHERE NECESSARY TO CARRY DRAINAGE FLOWS THROUGH OR FROM THE DEVELOPMENT AND SUCH DRAINAGE WAYS MUST BE DEDICATED AND MAINTAINED BY PROPERTY OWNERS OR PROPERTY OWNERS ASSOCIATION.
8. DRAINAGE WAYS MUST BE DESIGNED TO NOT DISCHARGE ONTO PAVED STREETS, EASEMENTS OR PARKING AREAS.
9. PARKING AREA MUST NOT BE USED AS DETENTION BASINS.

ORO VALLEY WATER GENERAL NOTES

1. THIS DEVELOPMENT MUST COMPLY WITH THE ORO VALLEY WATER UTILITY SPECIFICATIONS MANUAL DURING ALL PHASES OF CONSTRUCTION.
2. THIS PROJECT WILL BE SERVED BY ORO VALLEY WATER UTILITY WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED 100 YEAR WATER SUPPLY BY THE DIRECTOR OF WATER RESOURCES. ANY AND ALL WELLS MUST BE ABANDONED PER ADWR REGULATIONS.
3. A LINE EXTENSION AGREEMENT MUST BE IN PLACE PRIOR TO ANY WORK ON THE WATER INFRASTRUCTURE BEFORE THIS PROJECT BEGINS.
4. ALL METERS SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THE CUSTOMER SIDE OF THE METER.
5. ALL FIRE SERVICES SHALL HAVE A BACKFLOW PROTECTION DEVICE INSTALLED ON THEM.
6. WATER INFRASTRUCTURE AS REPRESENTED ON THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. A SEPARATE WATER IMPROVEMENT PLAN MUST BE SUBMITTED TO THE ORO VALLEY WATER UTILITY (OVWU) FOR TECHNICAL REVIEW AND COMPLIANCE WITH APPLICABLE STATUTES, CODES AND SPECIFICATIONS. ADDITIONAL WATER INFRASTRUCTURE MAY BE DEEMED NECESSARY UPON REVIEW OF THE WATER IMPROVEMENT PLAN.

WASTEWATER GENERAL NOTES

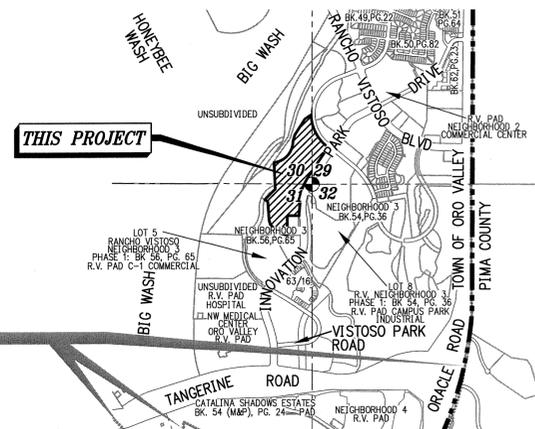
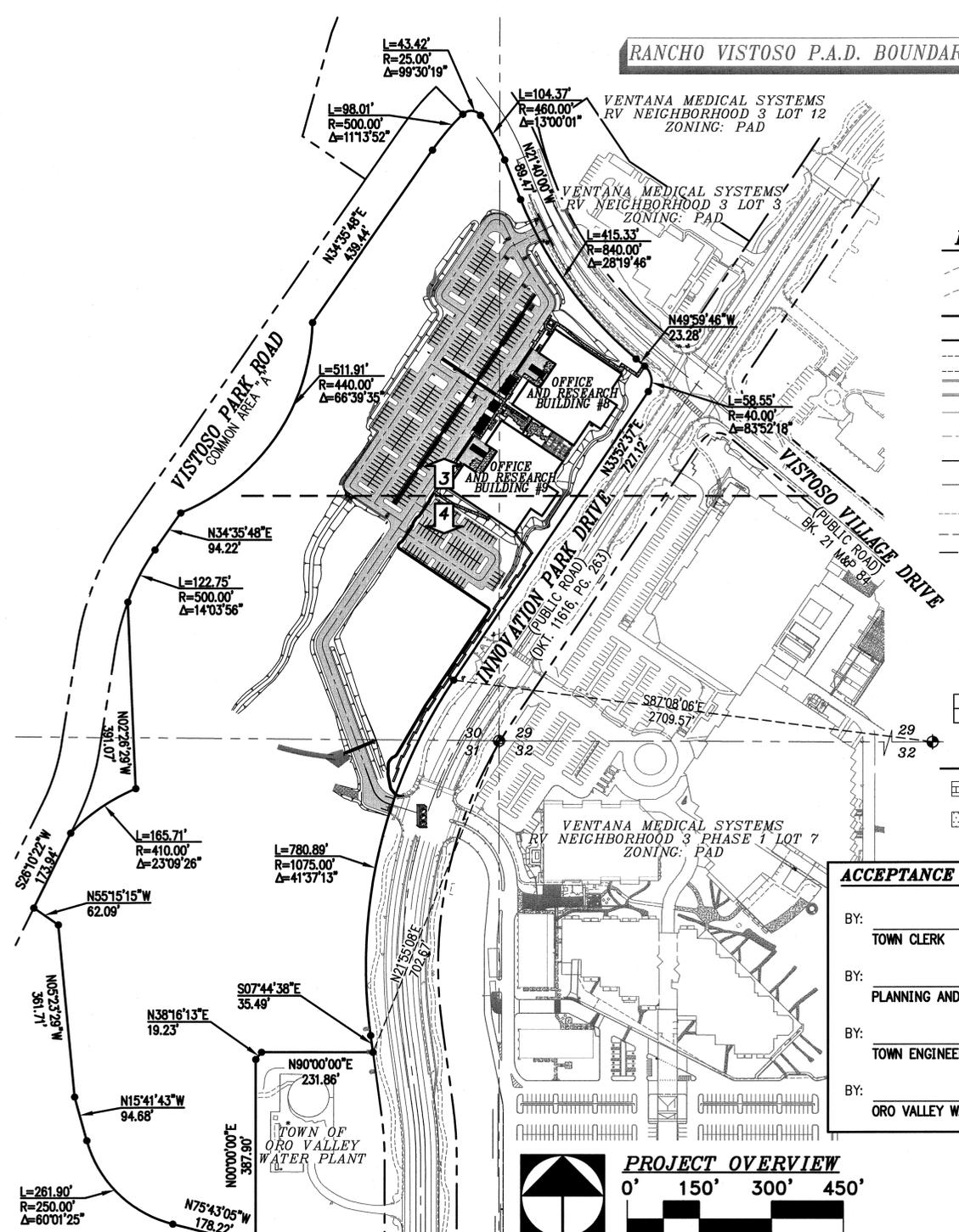
1. PROJECT IS IN CONFORMANCE WITH SECTION J, WASTEWATER, OF THE PIMA COUNTY DEVELOPMENT PLAN REQUIREMENTS AS REFERENCED IN 18.71.030.A.

GENERAL UTILITY NOTES

1. SHOULD AN EASEMENT BE IN CONFLICT WITH ANY PROPOSED BUILDING LOCATION, VACATION OF THE EASEMENT IS TO OCCUR PRIOR TO ISSUANCE BUILDING PERMITS.

REVISED FINAL SITE PLAN

VENTANA MEDICAL SYSTEMS LOT 4 MODULAR BUILDINGS OV1215- 03

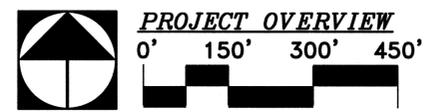


LEGEND

	EXIST. MAJOR CONTOUR		EXIST. STORM DRAIN SYSTEM
	EXIST. MINOR CONTOUR		EXIST. CULVERT
	PROJECT BOUNDARY		PROPOSED CONCRETE SIDEWALK
	EXIST. R.O.W. LINE		PARKING COUNT
	EXIST. PAVEMENT		EXISTING
	PROPOSED CURB		DOUBLE SHOT CHIP SEAL
	EXIST. PUBLIC SEWER LINE & MANHOLE		EDGE OF PAVEMENT
	EXIST. WATERLINE & VALVE		TOP OF SLOPE
	PROPOSED PUBLIC SEWER LINE & MANHOLE		BOTTOM OF SLOPE
	PROPOSED PUBLIC WATERLINE & VALVE		SIGHT VISIBILITY TRIANGLE (SVT) SEE DTL. 2 SHT. 5
	EXIST. EASEMENT LINE		PAD OPEN SPACE
	PROPOSED EASEMENT LINE		PROPOSED GRADING LIMITS
	SECTION LINE		PROPOSED WATERSHEDS
	EXIST. SPOT ELEVATION		PROPOSED RIPRAP
	PROPOSED SPOT ELEVATION		CONSTRUCTED CHANNEL SECTION SEE DETAIL 1 ON SHEET 4
	PROPOSED SIDEWALK ELEVATION		SHEET INDICATOR
	DIRECTION OF FLOW		CARPOOL PARKING SPACES (DOUBLE SHOT CHIP SEAL)
	SECTION OR 1/4 SECTION CORNER		16' WIDE STABILIZED PORTION OF SEWER EASEMENT STABILIZED PER RWDR 111.
	FINISHED FLOOR ELEVATION		PROPOSED 4' D.G. PATH
	FINISHED PAD ELEVATION		FIRE ACCESS LANE
	GRADE BREAK (GB/HP/LP)		PROPOSED CROSSWALK (TEXTURED AND COLORED)
	MATCHLINE		
	ASPHALT		
	APPROVED ADA SURFACE 2.5'AC/SUBGRADE		

ACCEPTANCE

BY: _____	DATE _____
TOWN CLERK	
BY: _____	DATE _____
PLANNING AND ZONING ADMINISTRATOR	
BY: _____	DATE _____
TOWN ENGINEER	
BY: _____	DATE _____
ORO VALLEY WATER UTILITY DIRECTOR	

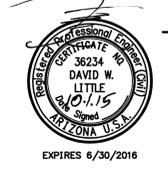


OWNER/DEVELOPER
 VENTANA MEDICAL SYSTEMS, INC.
 1910 E. INNOVATION PARK DRIVE
 ORO VALLEY, AZ 85755
 (520) 229-3780
 ATTN: GREG THOMPSON
 GREGTHOMPSON@VENTANA.ROCHE.COM

ARCHITECT
 ADVANTECH FACILITY DESIGN, INC.
 3280 E. HEMISPHERE LOOP, #110
 TUCSON, AZ 85706
 (520) 806-0903
 ATTN: PAIMAN OWTAD
 PAIMAN.OWTAD@ADVANTECHAE.COM

ENGINEER
 THE WLB GROUP, INC.
 4444 E. BROADWAY BLVD.
 TUCSON, AZ 85711
 (520) 881-7480
 ATTN: DAVID LITTLE
 DLITTLE@WLBGROUP.COM

SHEET INDEX
 SHEET 1..... COVER SHEET
 SHEET 2..... GENERAL NOTES & PAD MAP
 SHEETS 3 & 4... SITE PLAN
 SHEET 5..... DETAILS



OV1215-03
 REVISED
 FINAL SITE PLAN
 FOR
VENTANA
 MEDICAL SYSTEMS INC.
 A MEMBER OF THE ROCHE GROUP
LOT 4 MODULAR BUILDINGS

LOT 4 OF RANCHO VISTOSO NEIGHBORHOOD 3, PHASE 1 AS RECORDED IN BOOK 54, M&P PAGE 36, BEING PORTIONS OF SECTIONS 29, 30, & 31, TOWNSHIP 11 SOUTH, RANGE 14 EAST, G & S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA
 REF. CASE #OV12-09-03
 SEPTEMBER 2015
 WLB NO. 185050-AH-12
 CONTOUR INTERVAL: 1' SCALE: AS SHOWN
SHEET 1 OF 5



N:\185050\RV3\VENTANA MEDICAL\LOT 4 MODULAR BUILDING\CSP\Rev 1\SH1-01.dwg

GOLDER RANCH FIRE GENERAL NOTES

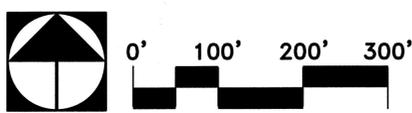
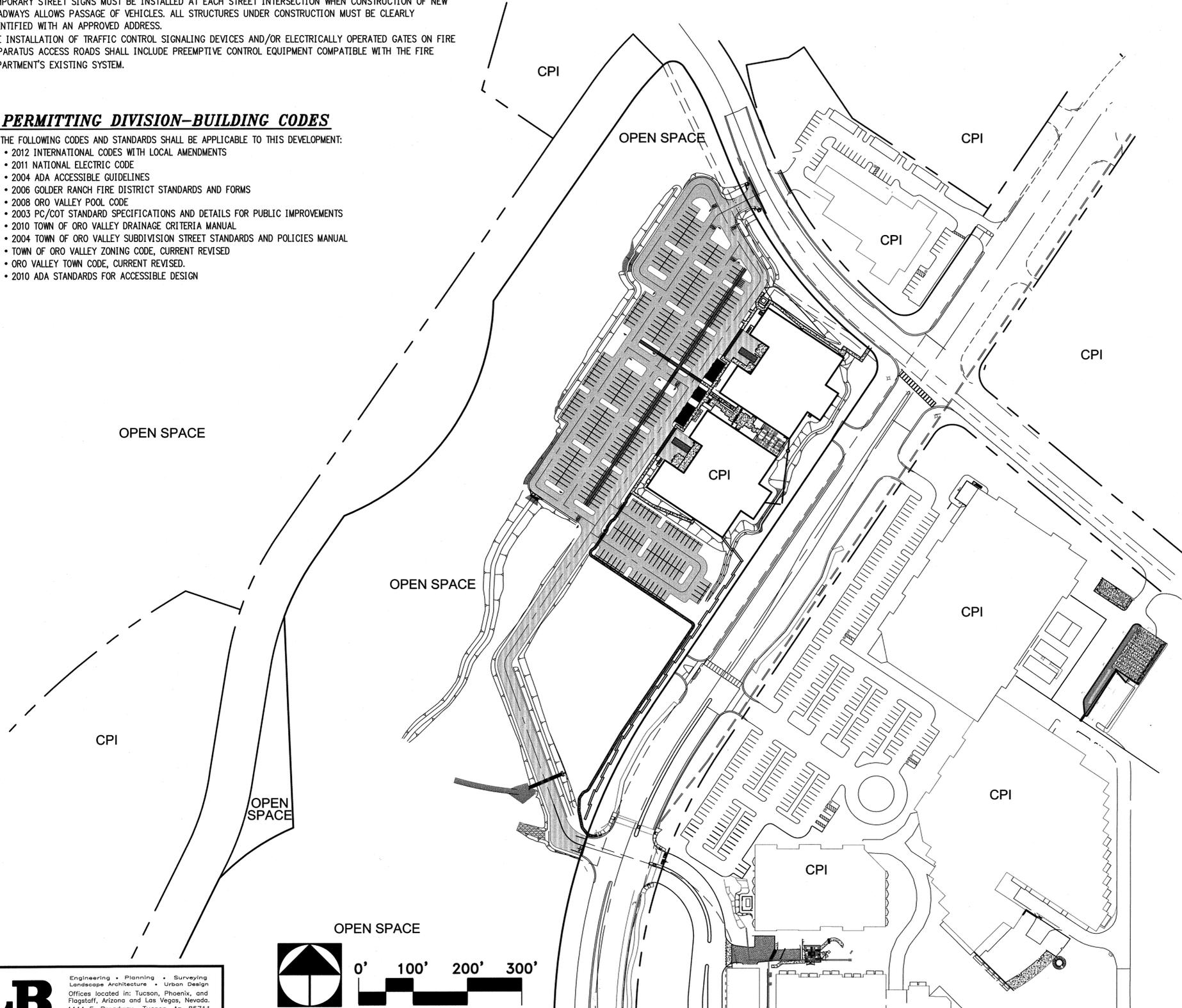
1. FIRE HYDRANTS CONNECTED TO AN APPROVED WATER SUPPLY OF 1500 GPM FOR FIRE PROTECTION MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE. TEMPORARY CONSTRUCTION OFFICE TRAILERS ARE CONSIDERED COMBUSTIBLE MATERIAL.
2. APPROVED FIRE APPARATUS ACCESS ROADS MUST BE INSTALLED AND IN SERVICE PRIOR TO COMBUSTIBLE MATERIAL DELIVERY TO THE SITE.
3. APPROVED AUTOMATIC SPRINKLER SYSTEMS IN NEW BUILDINGS AND STRUCTURES SHALL BE PROVIDED ALL GROUP A, B, E, F, H, I, M, R, AND S OCCUPANCIES FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION. APPROVED AUTOMATIC SPRINKLER SYSTEMS SHALL BE PROVIDED THROUGHOUT ALL ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES USED AS MODEL HOMES WITH SALES OR CONSTRUCTION OFFICES, AND ONE- AND TWO-FAMILY DWELLINGS AND TOWNHOUSES WHICH EXCEED 3,600 SQUARE FEET IN FIRE FLOW CALCULATION AREA HEREAFTER CONSTRUCTED WITHIN OR MOVED INTO THE JURISDICTION.
4. TEMPORARY STREET SIGNS MUST BE INSTALLED AT EACH STREET INTERSECTION WHEN CONSTRUCTION OF NEW ROADWAYS ALLOWS PASSAGE OF VEHICLES. ALL STRUCTURES UNDER CONSTRUCTION MUST BE CLEARLY IDENTIFIED WITH AN APPROVED ADDRESS.
5. THE INSTALLATION OF TRAFFIC CONTROL SIGNALING DEVICES AND/OR ELECTRICALLY OPERATED GATES ON FIRE APPARATUS ACCESS ROADS SHALL INCLUDE PREEMPTIVE CONTROL EQUIPMENT COMPATIBLE WITH THE FIRE DEPARTMENT'S EXISTING SYSTEM.

PERMITTING DIVISION-BUILDING CODES

- THE FOLLOWING CODES AND STANDARDS SHALL BE APPLICABLE TO THIS DEVELOPMENT:
- 2012 INTERNATIONAL CODES WITH LOCAL AMENDMENTS
 - 2011 NATIONAL ELECTRIC CODE
 - 2004 ADA ACCESSIBLE GUIDELINES
 - 2006 GOLDER RANCH FIRE DISTRICT STANDARDS AND FORMS
 - 2008 ORO VALLEY POOL CODE
 - 2003 PC/COT STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC IMPROVEMENTS
 - 2010 TOWN OF ORO VALLEY DRAINAGE CRITERIA MANUAL
 - 2004 TOWN OF ORO VALLEY SUBDIVISION STREET STANDARDS AND POLICIES MANUAL
 - TOWN OF ORO VALLEY ZONING CODE, CURRENT REVISED
 - ORO VALLEY TOWN CODE, CURRENT REVISED.
 - 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

PARKING, LOADING & BICYCLE STORAGE CALCULATIONS

PAD/LOT NUMBER	PROPOSED USE	PARKING RATIO	PARKING CALCULATION	TOTAL PARKING		HANDICAP PARKING		LOADING ZONE RATIO	LOADING ZONES		BICYCLE PARKING CLASS II		HANDICAP VAN ACCESSIBLE	
				REQD.	PROV.	REQD.	PROV.		REQD.	PROV.	REQD.	PROV.	REQD.	PROV.
1	VENTANA MEDICAL (MODULAR BUILDING)	1 SPACE PER 250 SQUARE FEET 0.75 SPACES PER EACH EMPLOYEE	125 EMPLOYEES X 0.75 OFFICE SQUARE FOOTAGE 15500 SQUARE FEET / 250	156	312	8 SPACES	8 SPACES	-	1	1	(156/20) 8 SPACES	16 CLASS II 2 CLASS I SPACES	1	3
2	VENTANA MEDICAL (MODULAR BUILDING)		125 EMPLOYEES X 0.75 OFFICE SQUARE FOOTAGE 15500 SQUARE FEET / 250	156					1	1	(156/20) 8 SPACES		1	



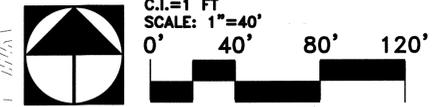
The WLB Group INC. **WLB**
 Engineering • Planning • Surveying
 Landscape Architecture • Urban Design
 Offices located in: Tucson, Phoenix, and Flagstaff, Arizona and Las Vegas, Nevada.
 4444 E. Broadway Tucson, Az. 85711
 (520) 881-7480



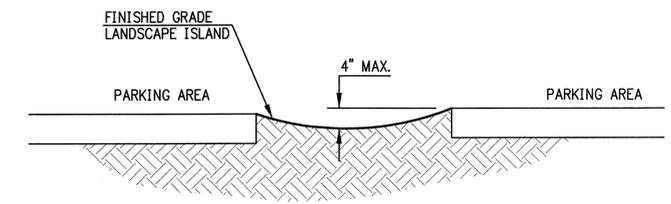
OV1215-03
 REVISED
 FINAL SITE PLAN
 FOR
VENTANA[®]
 MEDICAL SYSTEMS INC.
 A MEMBER OF THE ROCHE GROUP
LOT 4 MODULAR BUILDINGS

LOT 4 OF RANCHO VISTOSO NEIGHBORHOOD 3, PHASE 1 AS RECORDED IN BOOK 54, M&P PAGE 36, BEING PORTIONS OF SECTIONS 29, 30, & 31, TOWNSHIP 11 SOUTH, RANGE 14 EAST, G & S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA
 REF. CASE #0V12-09-03
 SEPTEMBER 2015
 WLB NO. 185050-AH-12
 CONTOUR INTERVAL: 1' SCALE: AS SHOWN
SHEET 2 OF 5

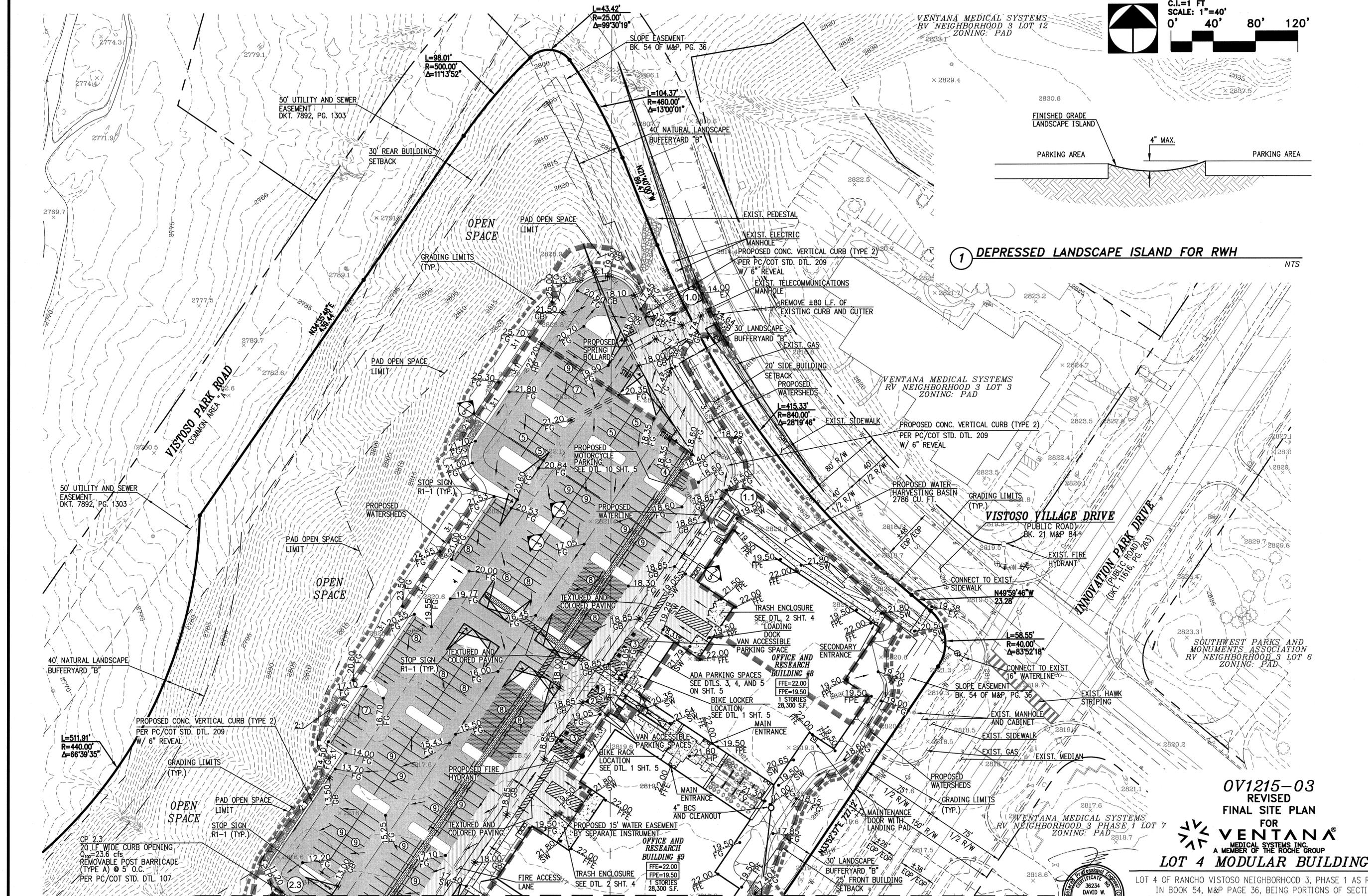
N:\185050\RV3\VENTANA MEDICAL\LOT 4 MODULAR BUILDING\CSP\Rev 1\SH1-02.dwg



VENTANA MEDICAL SYSTEMS
RV NEIGHBORHOOD 3 LOT 12
ZONING: PAD



1 DEPRESSED LANDSCAPE ISLAND FOR RWH NTS



MATCHLINE-SEE SHEET 4

0V1215-03
REVISED
FINAL SITE PLAN
FOR
VENTANA
MEDICAL SYSTEMS INC.
A MEMBER OF THE ROCHE GROUP
LOT 4 MODULAR BUILDINGS

LOT 4 OF RANCHO VISTOSO NEIGHBORHOOD 3, PHASE 1 AS RECORDED
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TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

SEPTEMBER 2015 REF. CASE #0V12-09-03
WLB NO. 185050-AH-12
CONTOUR INTERVAL: 1' SCALE: 1"=40'
SHEET 3 OF 5

The WLB Group **WLB**
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, and
Flagstaff, Arizona and Las Vegas, Nevada.
4444 E. Broadway Tucson, Az. 85711
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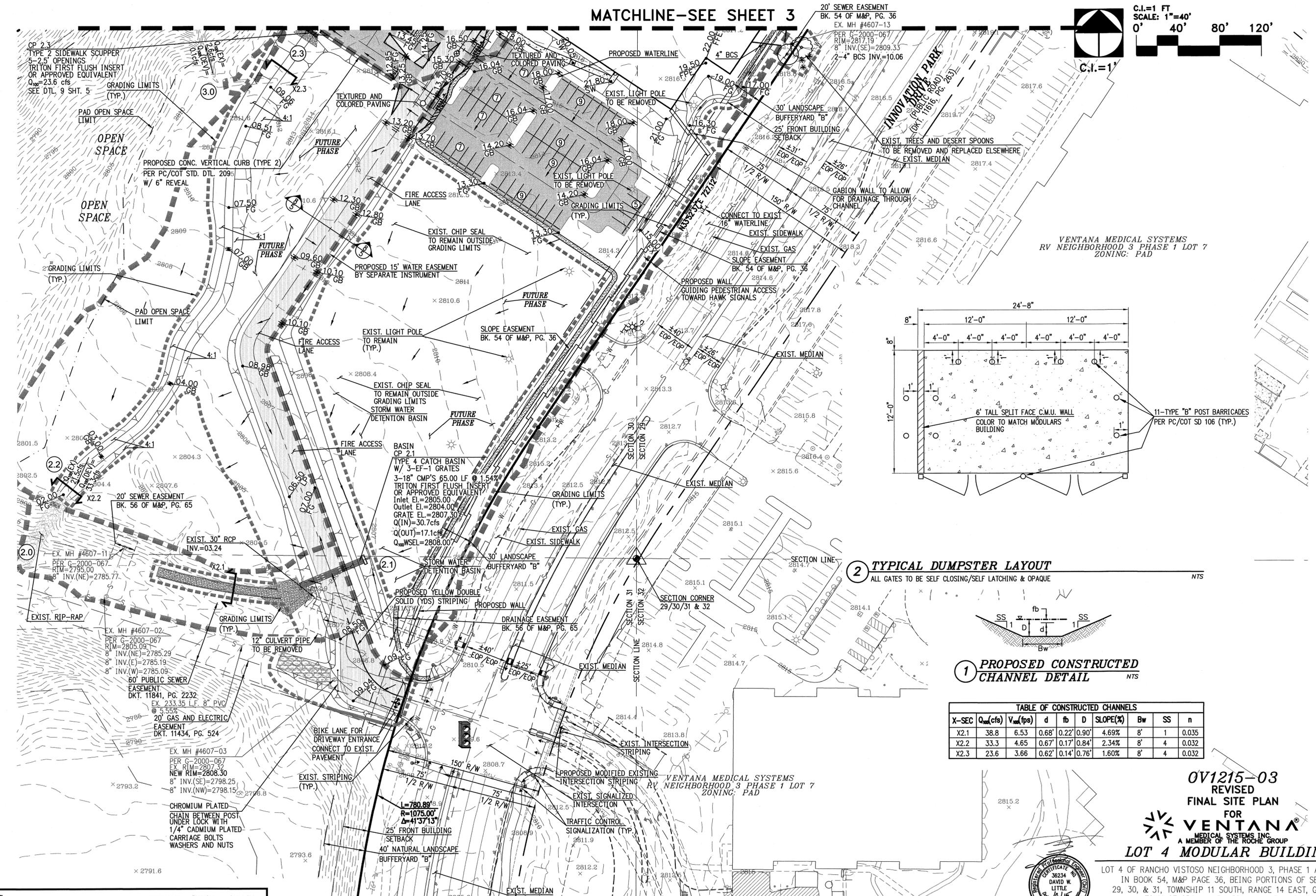


N:\185050\RV3\VENTANA MEDICAL\LOT 4 MODULAR BUILDING\CSP\Rev 1\SH-03.dwg

MATCHLINE-SEE SHEET 3



C.I.=1 FT
SCALE: 1"=40'
0' 40' 80' 120'



2 TYPICAL DUMPSTER LAYOUT
ALL GATES TO BE SELF CLOSING/SELF LATCHING & OPAQUE

1 PROPOSED CONSTRUCTED CHANNEL DETAIL

TABLE OF CONSTRUCTED CHANNELS

X-SEC	Q _{max} (cfs)	V _{max} (fps)	d	fb	D	SLOPE(%)	Bw	SS	n
X2.1	38.8	6.53	0.68'	0.22'	0.90'	4.69%	8'	1	0.035
X2.2	33.3	4.65	0.67'	0.17'	0.84'	2.34%	8'	4	0.032
X2.3	23.6	3.66	0.62'	0.14'	0.76'	1.60%	8'	4	0.032

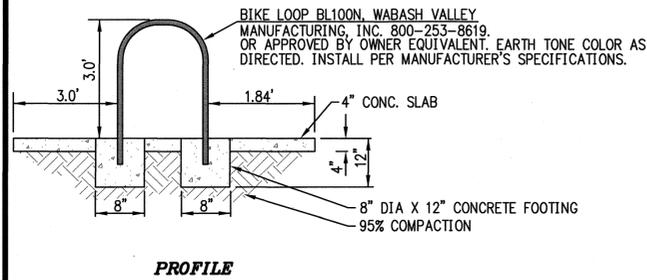
0V1215-03
REVISED
FINAL SITE PLAN
FOR
VENTANA
MEDICAL SYSTEMS INC.
A MEMBER OF THE ROCHE GROUP
LOT 4 MODULAR BUILDINGS

LOT 4 OF RANCHO VISTOSO NEIGHBORHOOD 3, PHASE 1 AS RECORDED
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29, 30, & 31, TOWNSHIP 11 SOUTH, RANGE 14 EAST, G & S.R.M.,
TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA
SEPTEMBER 2015
WLB NO. 185050-AH-12
CONTOUR INTERVAL: 1' SCALE: 1"=40'
REF. CASE #0V12-09-03
SHEET 4 OF 5

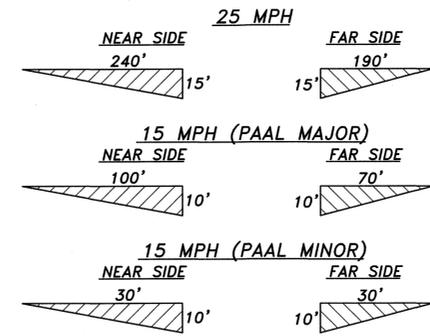
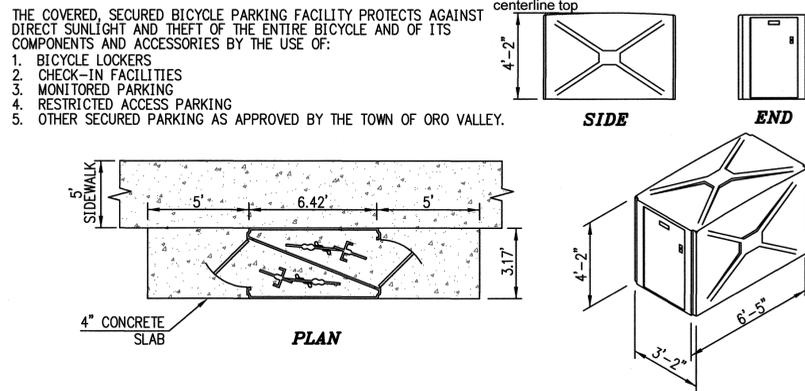


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CLASS II PARKING

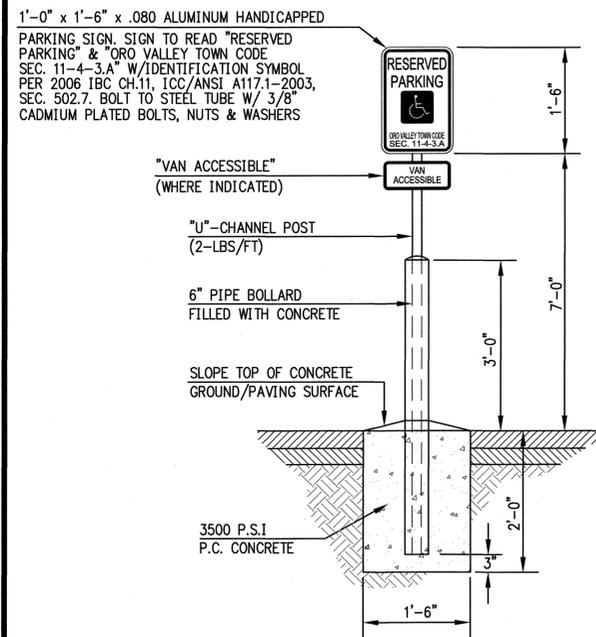


CLASS I PARKING (FOR REFERENCE ONLY)

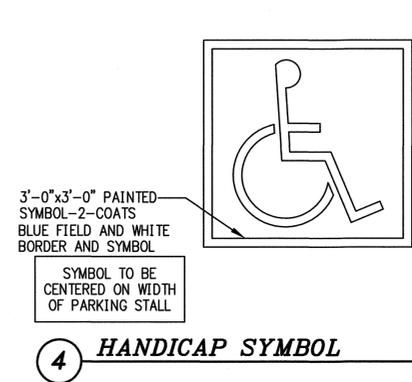


2 TYPICAL SIGHT VISIBILITY TRIANGLE DETAIL

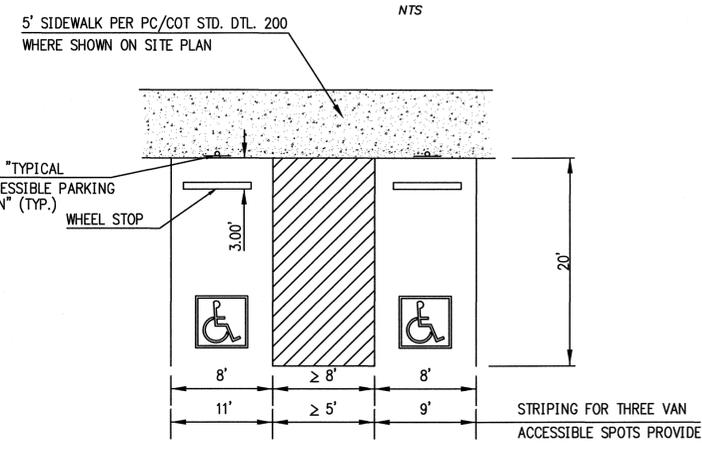
1 BICYCLE PARKING



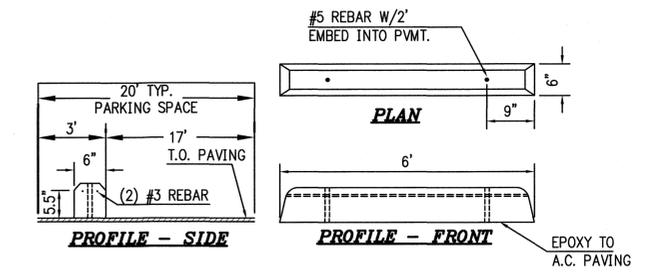
3 TYPICAL ACCESSIBLE PARKING SIGN



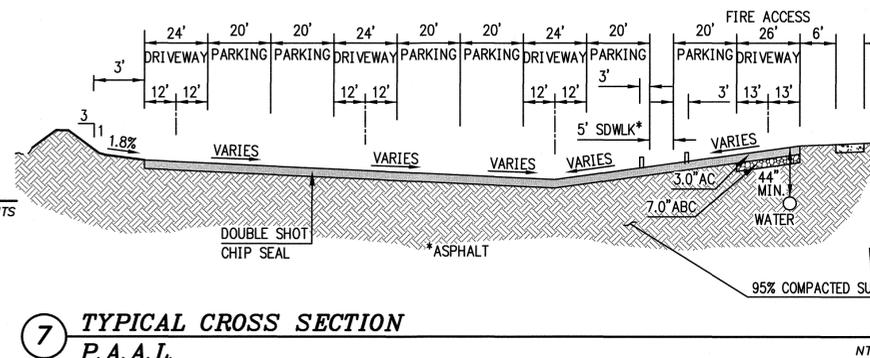
4 HANDICAP SYMBOL



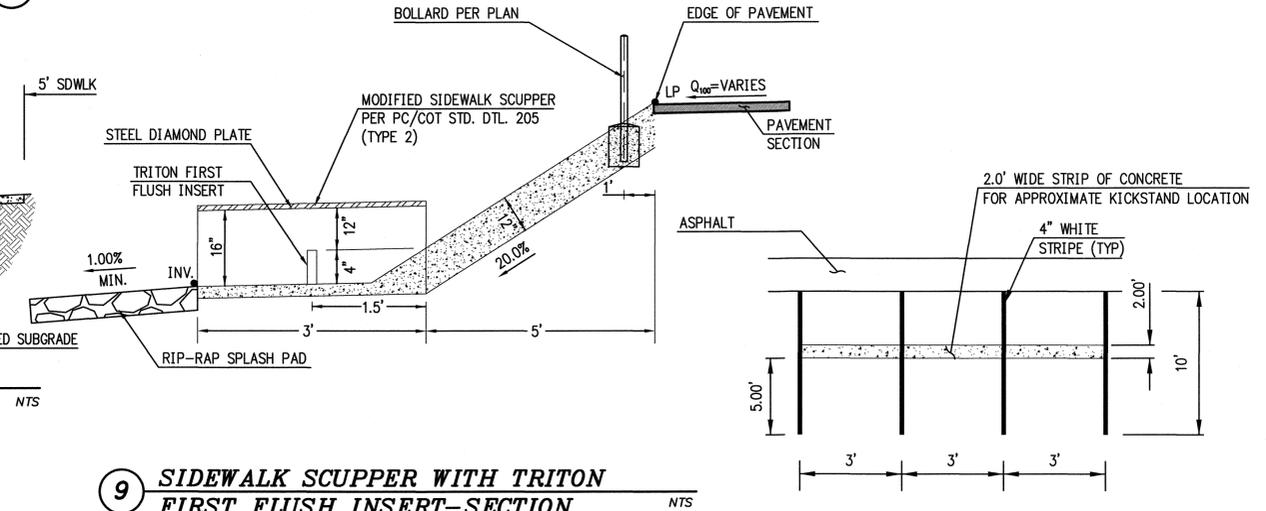
5 HANDICAP PARKING SPACE STRIPING



6 CONCRETE WHEEL STOP



7 TYPICAL CROSS SECTION P.A.A.L.



9 SIDEWALK SCUPPER WITH TRITON FIRST FLUSH INSERT-SECTION

10 MOTORCYCLE PARKING SPACE STRIPING

OV1215-03
REVISED
FINAL SITE PLAN



LOT 4 OF RANCHO VISTOSO NEIGHBORHOOD 3, PHASE 1 AS RECORDED IN BOOK 54, M&P PAGE 36, BEING PORTIONS OF SECTIONS 29, 30, & 31, TOWNSHIP 11 SOUTH, RANGE 14 EAST, G & S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

SEPTEMBER 2015
WLB NO. 185050-AH-12
CONTOUR INTERVAL: 1' SCALE: AS SHOWN

8 FIRE ACCESS LANE/DRIVEWAY

CONC. PT.	Q ₁₀₀ (cfs)	STRUCTURE
2.1	17.1	TYPE 4 CATCH BASIN W/3 EF-1 GRATES. 3-18" CMP'S; 65.00LF @ 1.54%, V100=7.1fps, HW=2808.0' W/TRITON FIRST FLUSH INSERTS
2.3	23.6	20 LF WIDE DEPRESSED CURB OPENING
2.3	23.6	12.5' WIDE MODIFIED TYPE 2 SCUPPER (5 CELLS) PER PC/COT STD. DTL 205 W/ TRITON FIRST FLUSH INSERTS

CONC. PT	DRAINAGE AREA (ac)	Q ₂ (cfs)	Q ₁₀ (cfs)	Q ₅₀ (cfs)	Q ₁₀₀ (cfs)
1.0	0.49	1.2	2.1	3.1	3.5
1.1	0.47	0.8	1.7	2.6	3.0
2.0*	0.50	0.7	1.6	2.6	3.0/64.0
2.1	4.83	11.6	19.1	26.9	30.7
2.2*	2.23/5.17	6.9/12.8	11.3/21.0	15.7/29.3	17.8/33.3
2.3	2.94	9.1	14.9	20.8	23.6
3.0	0.02	0.0	0.1	0.1	0.1

* Includes cumulative discharges



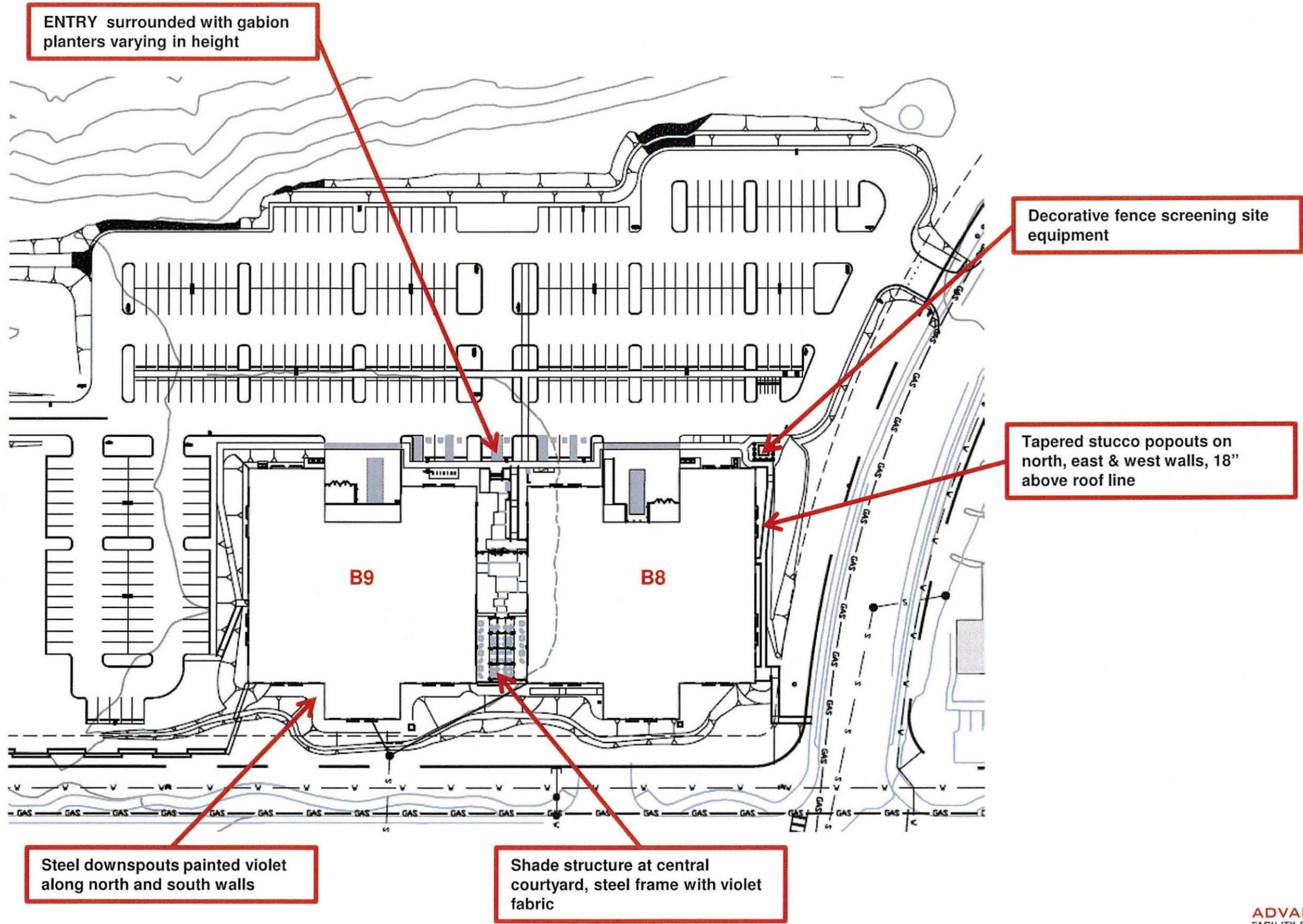
EXPIRES 6/30/2016

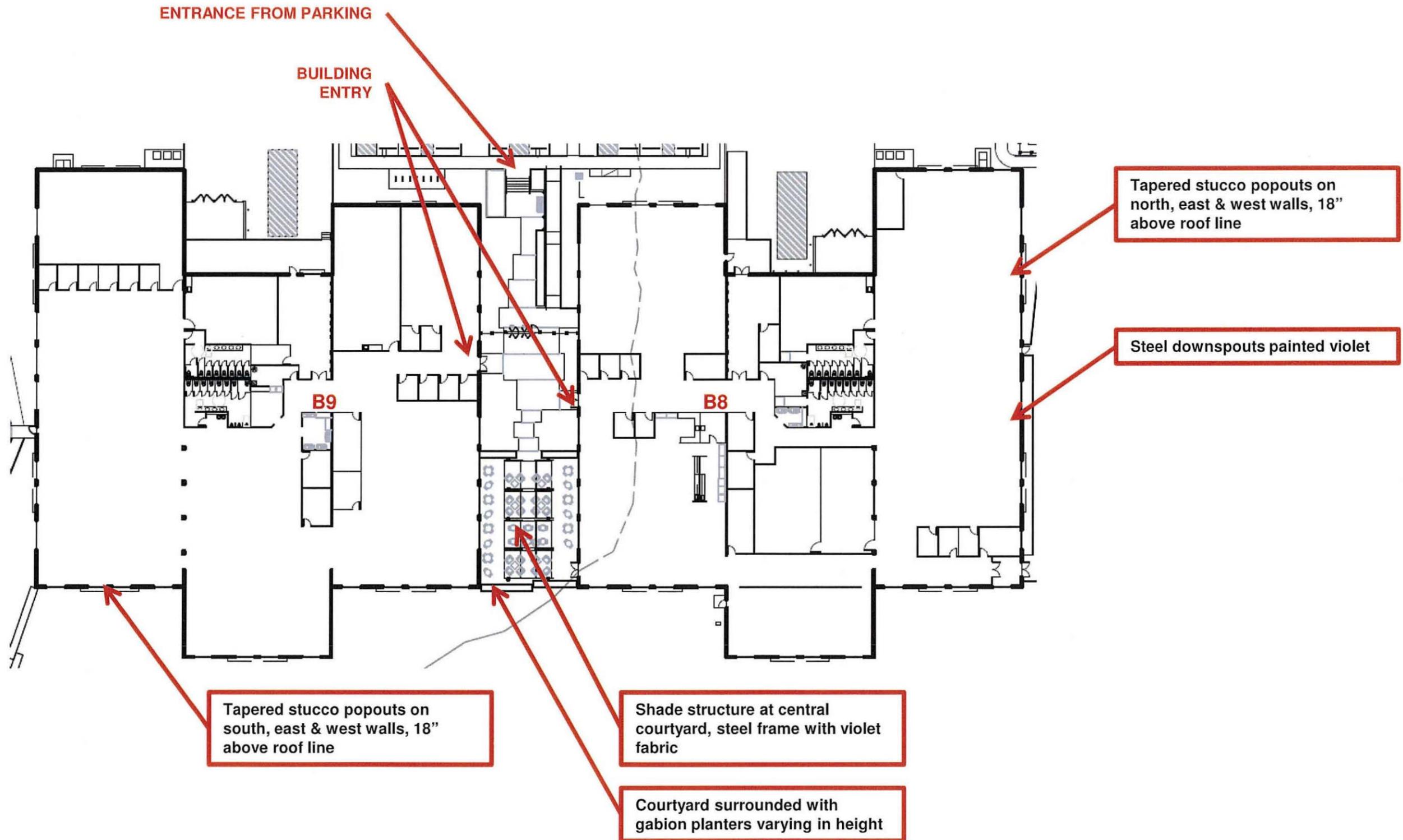
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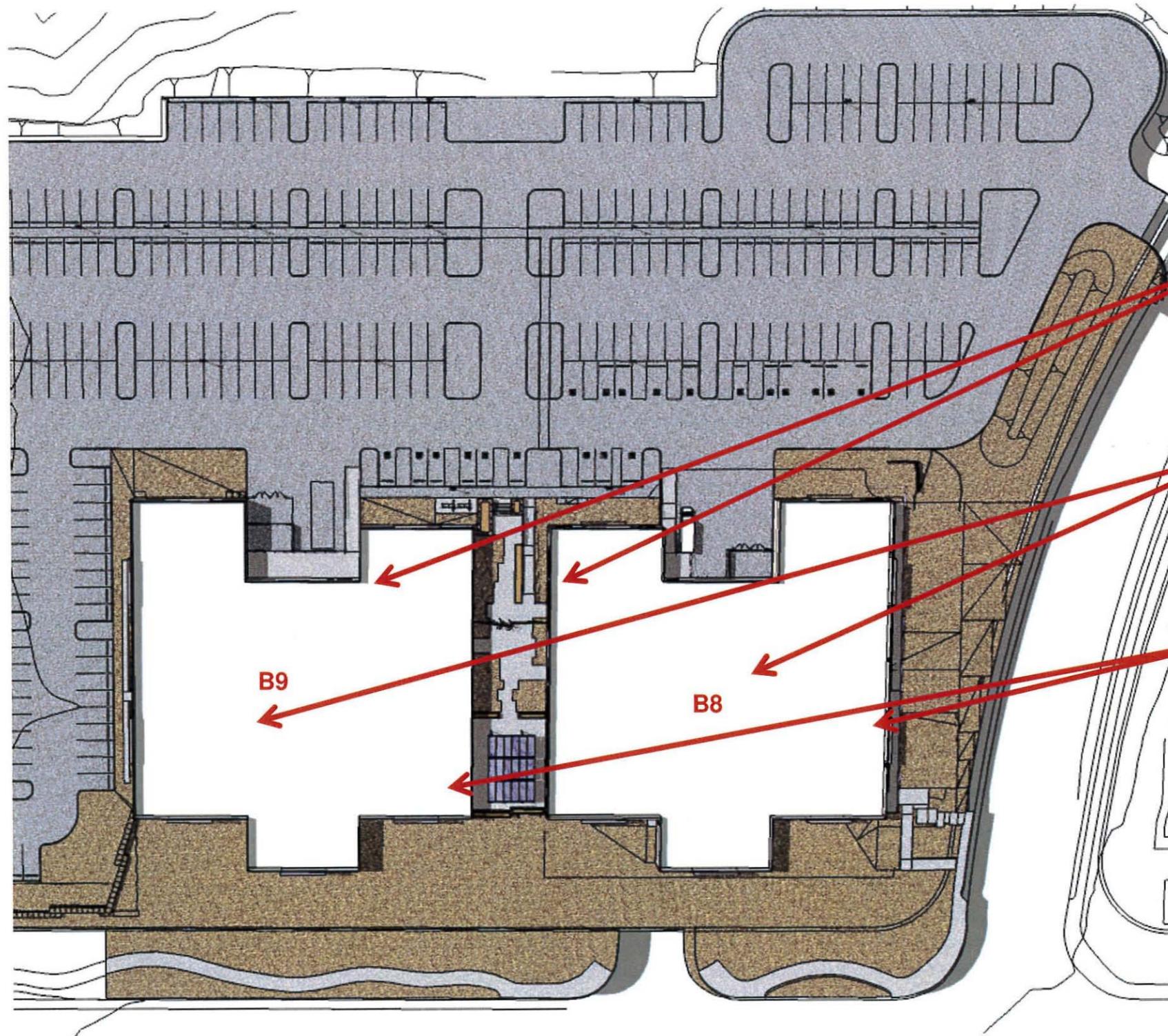
- **Project Description**
- **Site Plan**
- **Floor Plan**
- **Roof Plan**
- **Isometric Views**
- **Enlarged Views**
- **Elevations**
- **Material Pallet**

This project involves the installation of two 28,300 sf modular building in Lot 4 across the street from the existing Ventana Medical Systems Campus. It will house engineering labs and offices from approximately 180 current Ventana Employees each. The Buildings with count with a parking lot with 312 spaces.

Due to its nature, the modular building is limited in its aesthetic possibilities, reason for which popouts, shade structure and prominent hardscape features have been incorporated into the design. The other design limitation lies in mediating between the Corporate Design Guidelines being implemented by Roche, which require “*functional structures with simple cubic shapes*”, and the Town of Oro Valley Design Guidelines. With the intent to mediate between both, the building counts with subtle strategies to break roof lines, and long monotonous planes. Hardscape elements have been strategically placed to assist in the overall composition.





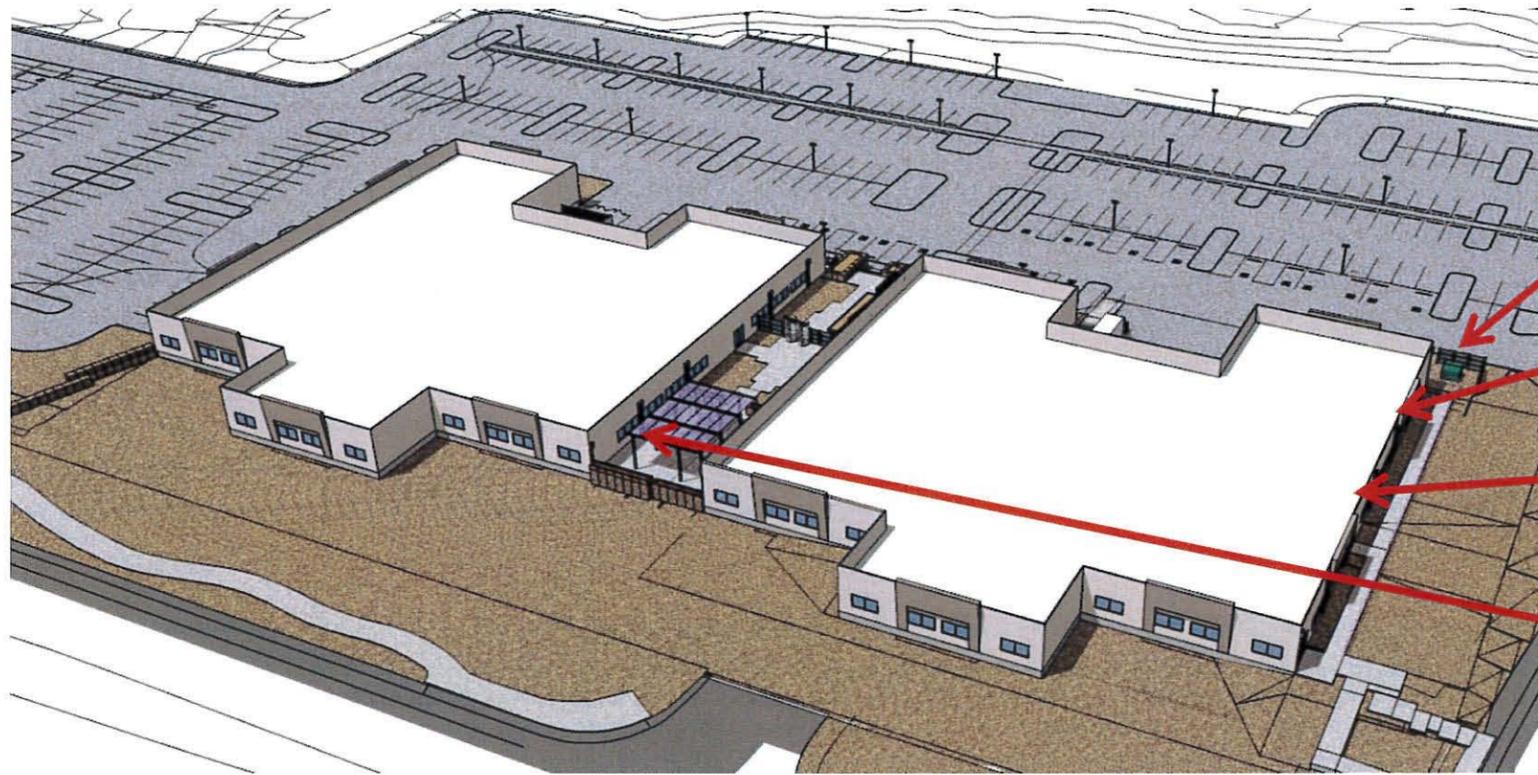


Mechanical unit layout unavailable, units will be similar to those in existing modulares and parapet is sufficient to screen units

Roofing covering to be EPDM color to be determined, LRV to be less than 60%

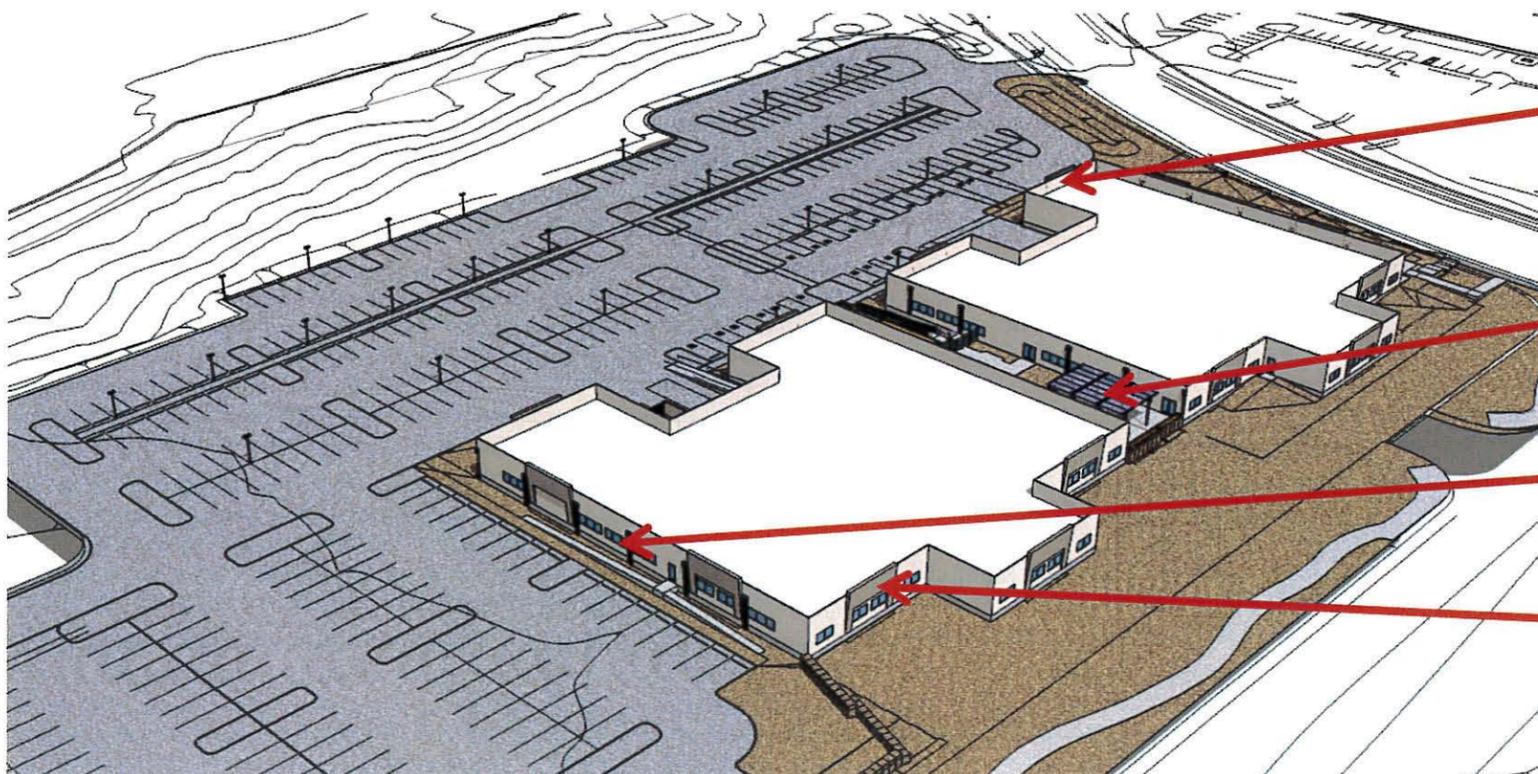
Parapet extends 48" above roof line

IMPORTANT NOTE:
48" height parapet was determined as the ideal height to screen roof mounted mechanical units for existing modulares. This project's mechanical unit will be similar in size, hence 48" parapet will suffice screening requirements.



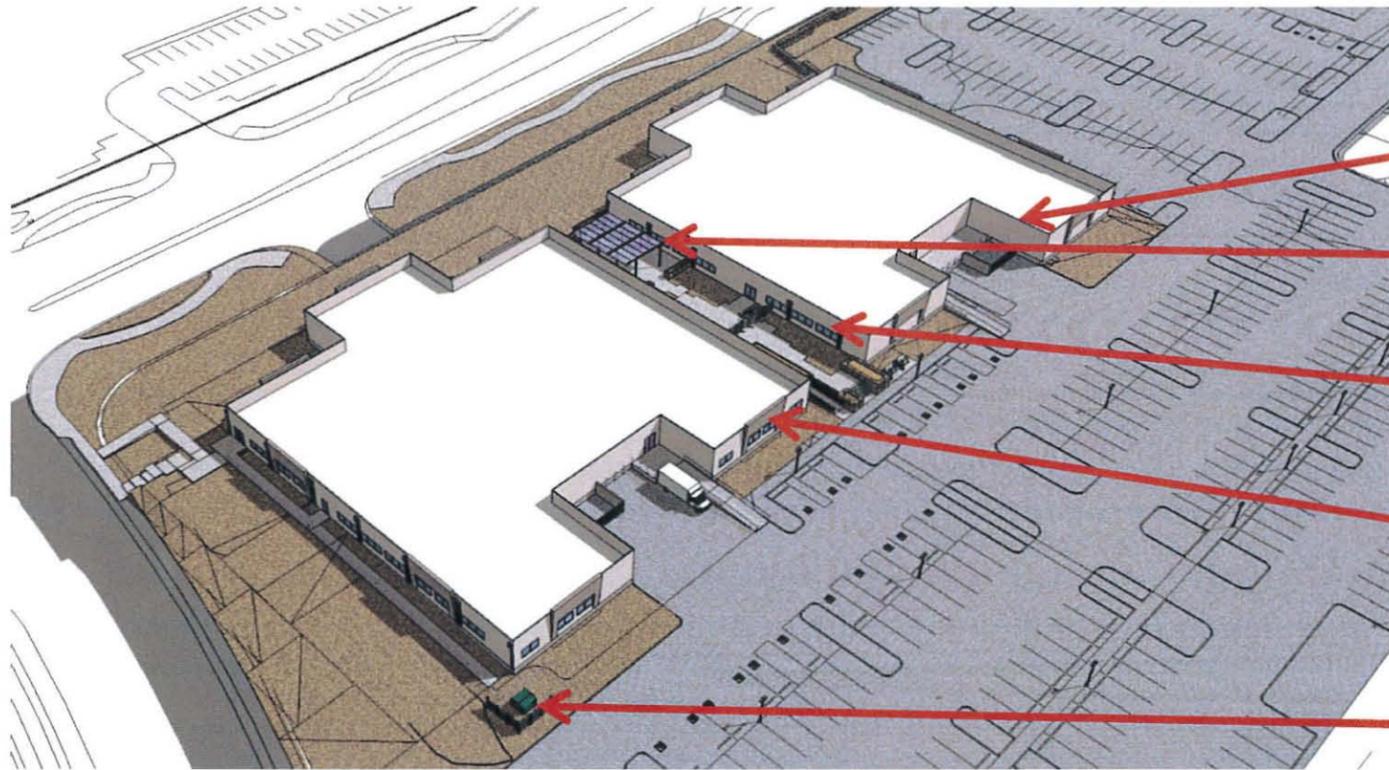
North-East Isometric View

- Parapet coping painted same color as walls
- Tapered stucco popouts on north, east & west walls, 18" above roof line
- Steel downspouts painted violet
- Shade canopy over seating courtyard, steel frame with violet fabric



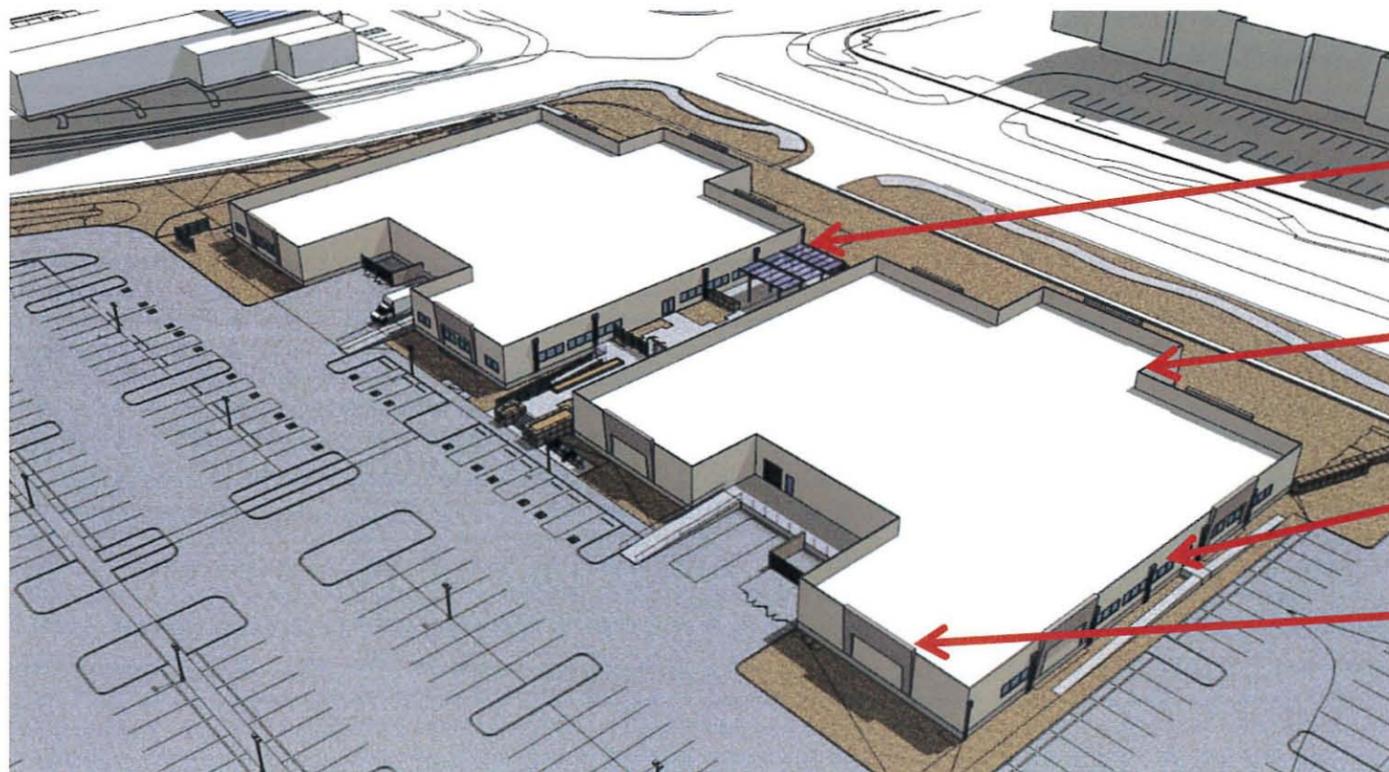
South-East Isometric View

- Parapet coping painted same color as walls
- Shade canopy over seating courtyard, steel frame with violet fabric
- Steel gutter and downspouts painted violet
- Tapered stucco popouts on north, east & west walls, 18" above roof line



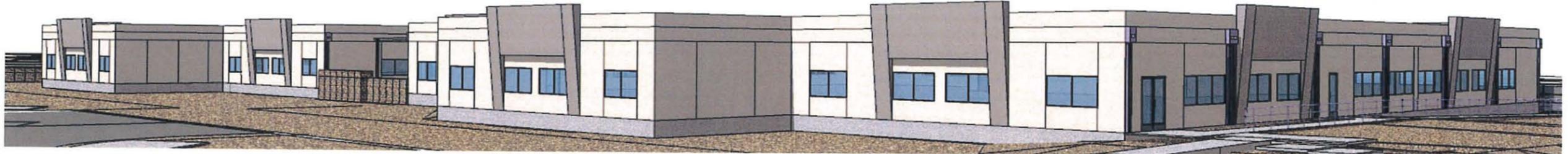
North-West Isometric View

- Parapet coping painted same color as walls
- Shade canopy over seating courtyard, steel frame with violet fabric
- Steel downspouts painted violet
- Tapered stucco popouts on north, east & west walls, 18" above roof line
- Decorative screen for electric equipment

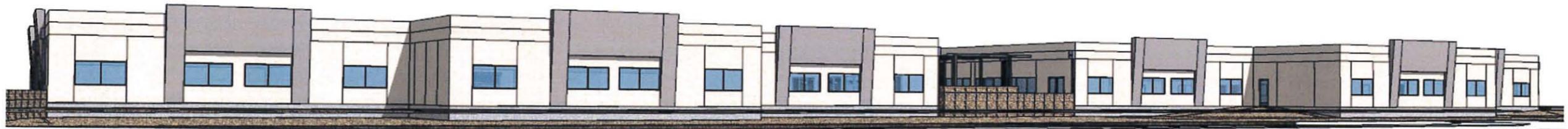


South-West Isometric View

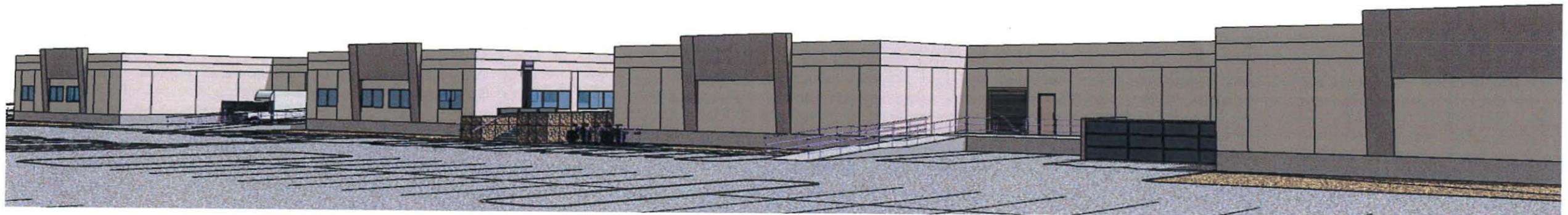
- Shade canopy over seating courtyard, steel frame with violet fabric
- Parapet coping painted same color as walls
- Steel downspouts painted violet
- Tapered stucco popouts on north, east & west walls, 18" above roof line



North-East Corner View



South-East Corner View



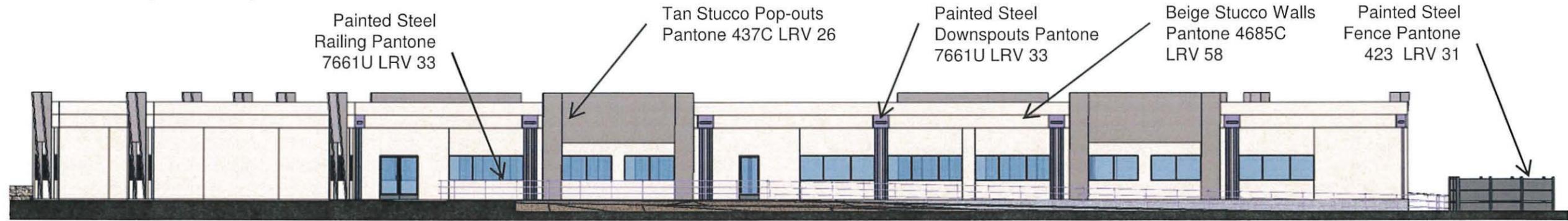
SW Corner View



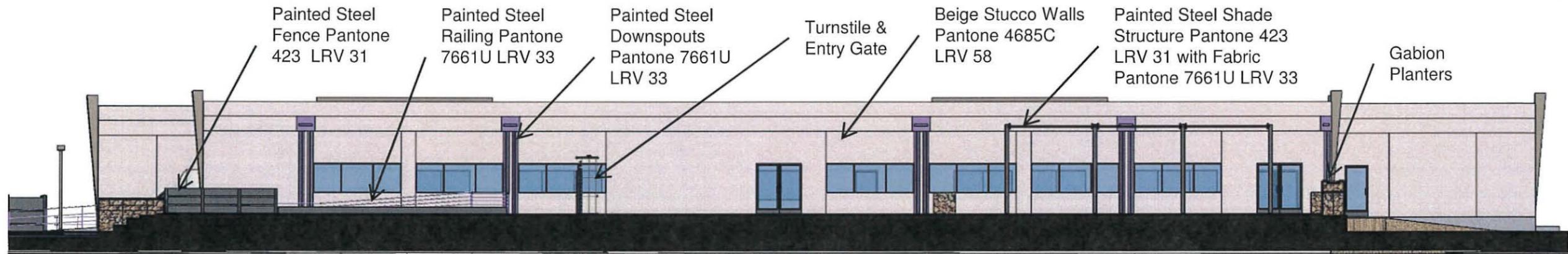
Employee Entry from Parking



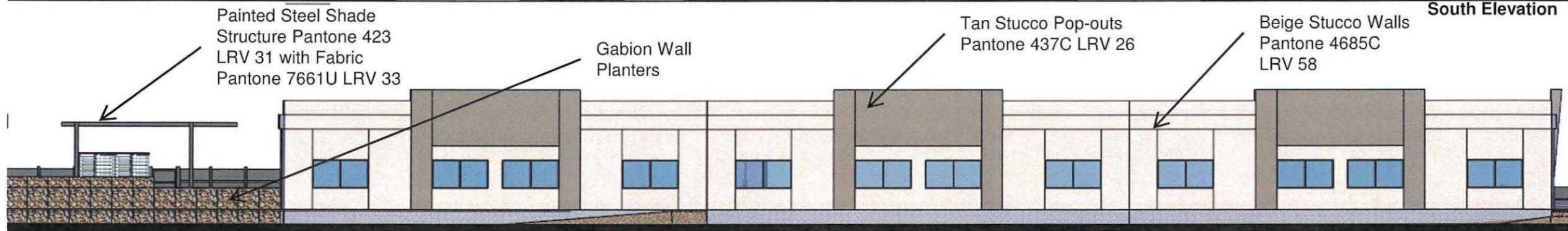
South Courtyard Fence



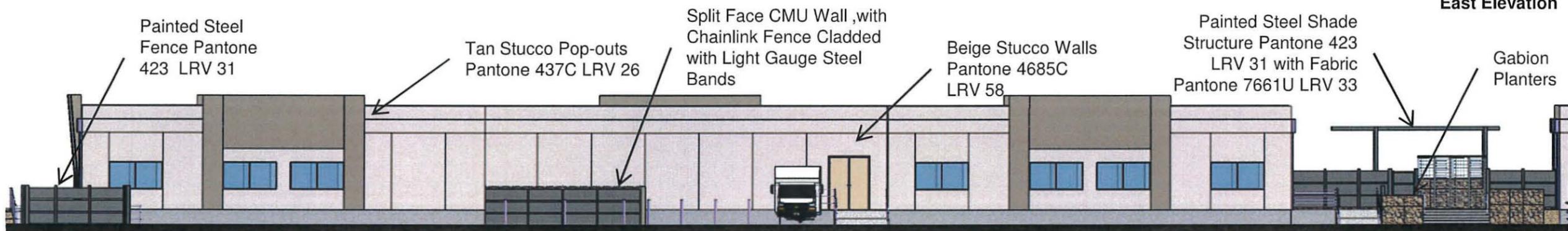
North Elevation



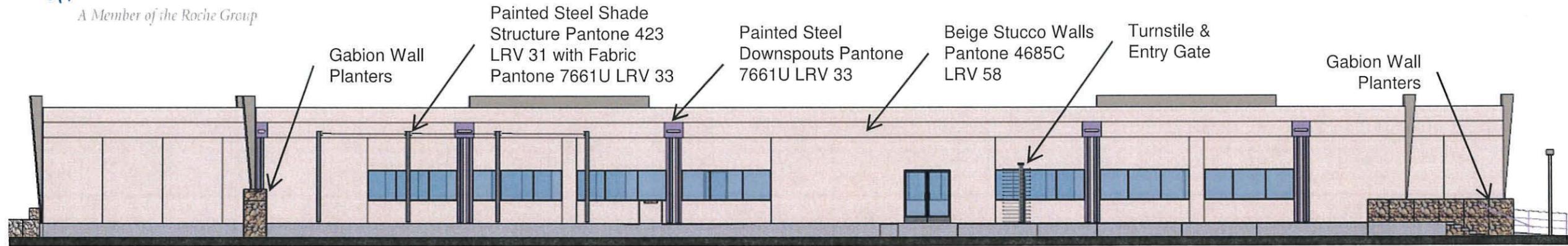
South Elevation



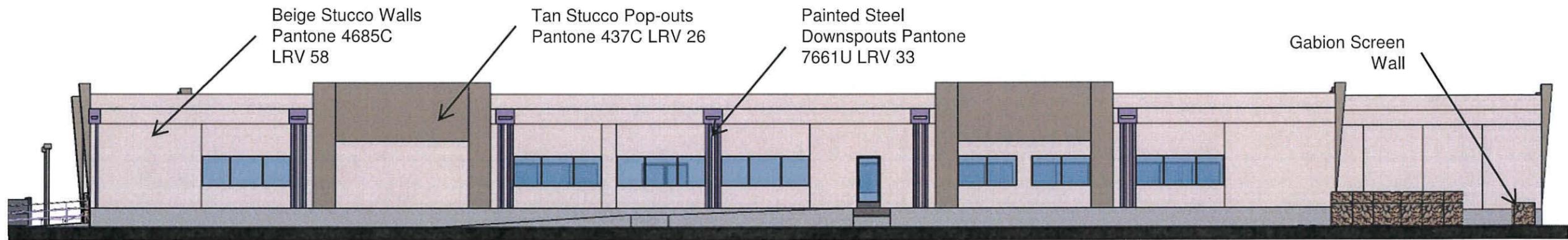
East Elevation



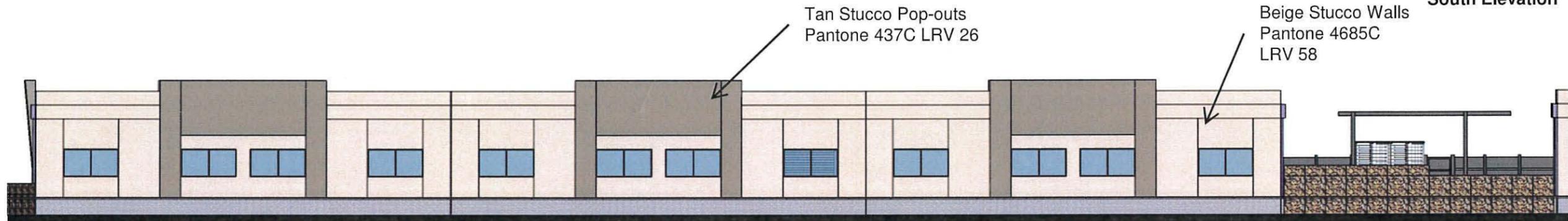
West Elevation



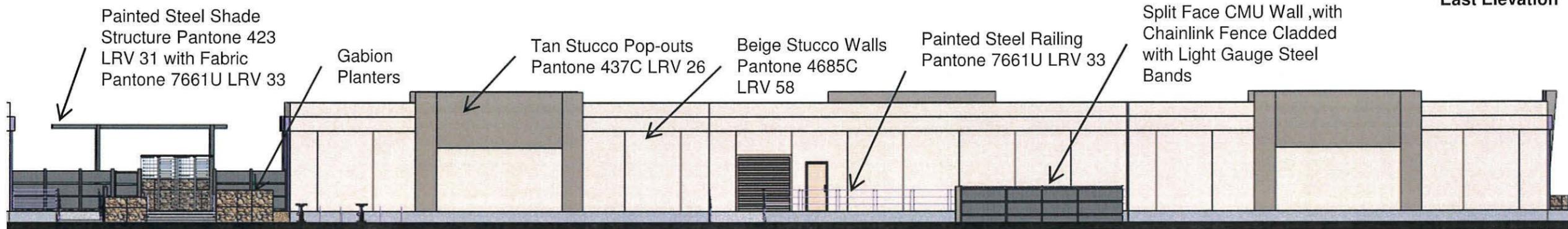
North Elevation



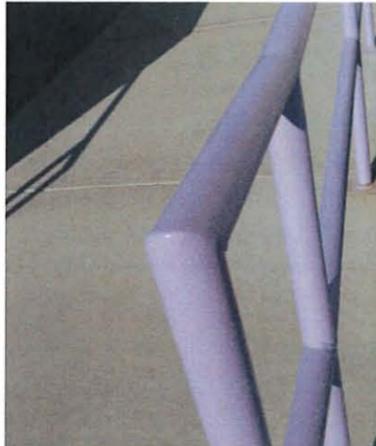
South Elevation



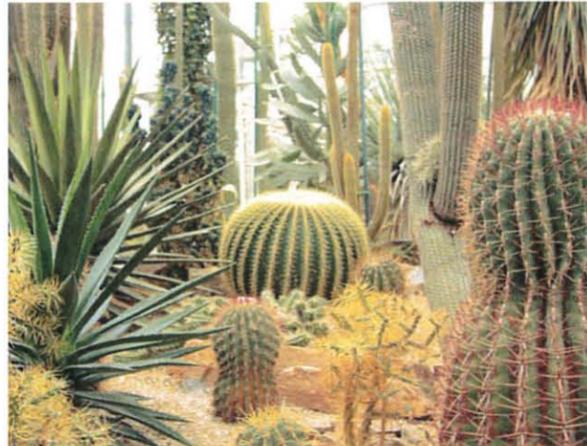
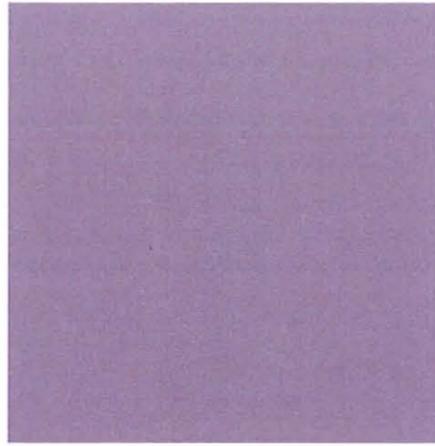
East Elevation



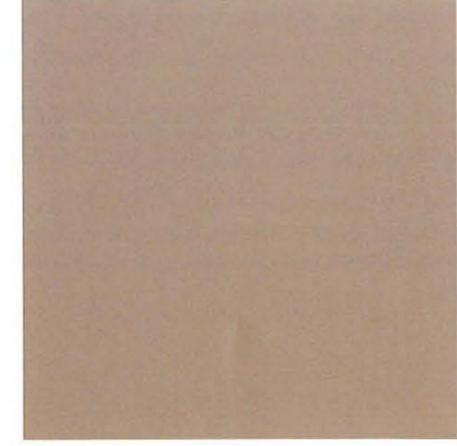
West Elevation



RAILINGS & DOWNSPOUTS
Violet to match existing Pantone 7661U
LRV 33



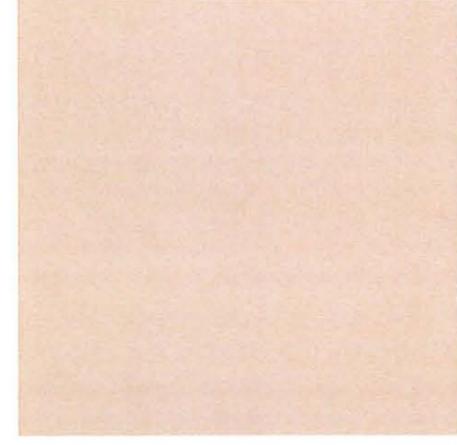
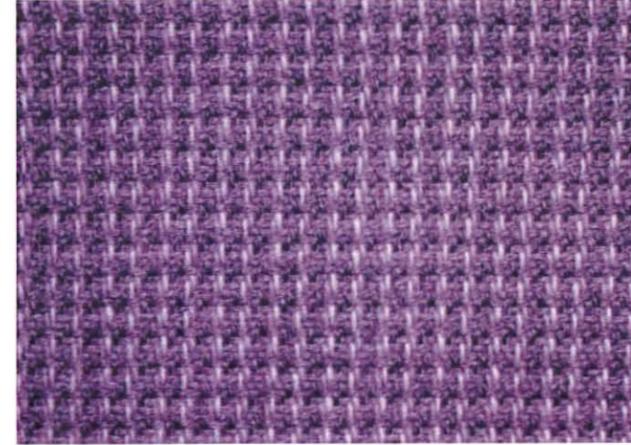
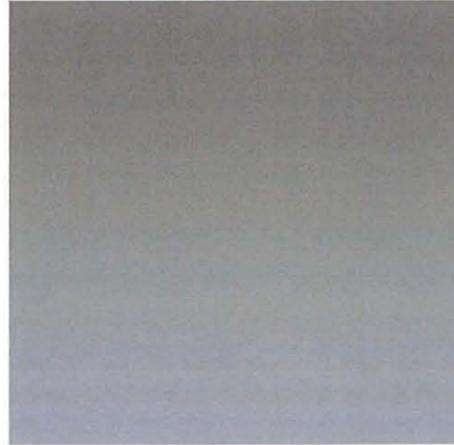
SCREEN WALLS & PLANTERS
Gabion walls filled with Coronado Stone, metal cage to age naturally



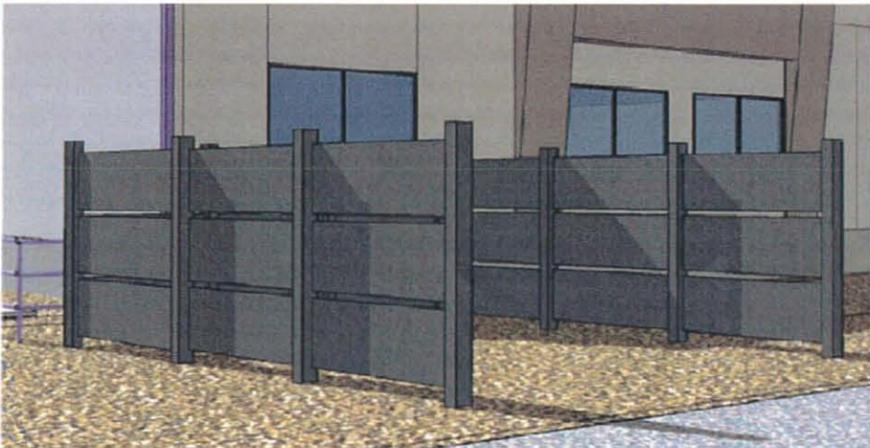
POP-OUTS
Tan Stucco Pantone 437C
LRV 26



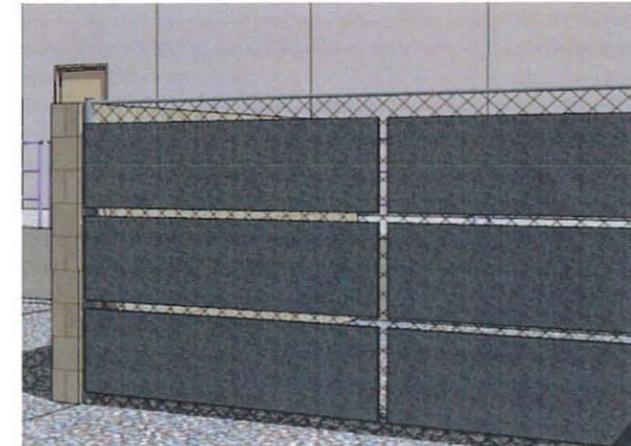
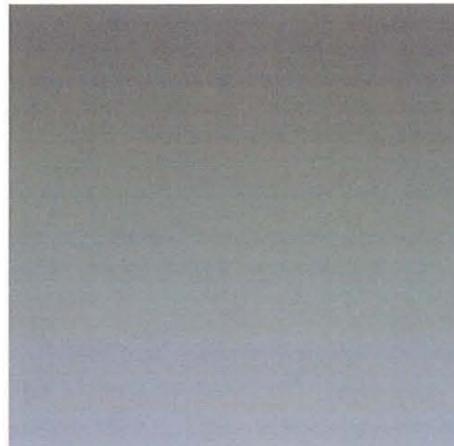
SHADE STRUCTURES
Steel columns Gray Pantone 423 – **LRV 31** , Fabric Violet to match existing Pantone 7661U – **LRV 33**



BUILDING
Beige Stucco Pantone 4685C
LRV 58



DECORATIVE FENCING
Steel columns and metal slats Gray Pantone 423 – **LRV 31**



CHAINLINK FENCE
Chainlink fence clad with painted light gauge steel bands to follow decorative fencing, paint Gray Pantone 423 – **LRV 31**



SPLIT FACE CMU
Split face cmu wall to match (E)