

****SECOND AMENDMENT (7/1/16, 4:30 PM)
*AMENDED (6/30/16, 10:30 AM)
AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
July 6, 2016
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 ARS 38-431.03(A)(3) and ARS 38-431.03(A)(4) for discussion and consultation with its attorneys regarding the public bodies position regarding contract negotiations related to obtaining a professional firm to assist the Town in searching for a new Town Manager

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

DEPARTMENT REPORTS

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

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

INFORMATIONAL ITEMS

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 - Drowning Impact Awareness Month - August 2016
2. *Presentation recognizing the 10-11 Oro Valley All-Stars Little League Championship baseball team

CONSENT AGENDA

(Consideration and/or possible action)

- A. Minutes - June 15, 2016
- B. Fiscal Year 2015/16 Financial Update through May 2016
- C. Cancellation of the July 20, 2016 regular Town Council meeting
- D. Resolution No. (R)16-33, authorizing and approving a license agreement between the Town of Oro Valley and Ventana Medical Systems, Inc. for the installation and maintenance of spring bollards within the Vistoso Village Drive right-of-way
- E. Approval of proposed Conceptual Architecture for Tucson Koi & Cactus Gardens, located east of Oracle Road, approximately 1/4-mile south of Magee Road
- F. Approval of Conceptual Public Art for the Kneaders Bakery and Cafe, located on the northeast corner of Linda Vista Boulevard and Oracle Road
- G. Approval of Conceptual Architecture for Native Grill and Wings restaurant, located at 11107 N. Oracle Road
- H. Resolution No. (R)16-34, authorizing and approving a cooperative Intergovernmental Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program
- I. Resolution No. (R)16-35, authorizing and approving acquisition agreements for slope, drainage and utility easements for the Lambert Lane Phase II project between Rancho Sonora Drive and La Cañada Drive

REGULAR AGENDA

1. PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION ON A PROPOSED FREDDY'S STEAKBURGER RESTAURANT, LOCATED AT 11143 N. ORACLE ROAD
 1. CONDITIONAL USE PERMIT FOR A PROPOSED DRIVE THROUGH RESTAURANT
 2. CONCEPTUAL SITE PLAN AND LANDSCAPE PLAN
 3. CONCEPTUAL ARCHITECTURE
2. DISCUSSION AND POSSIBLE ACTION REGARDING SELECTION OF AN EXECUTIVE SEARCH FIRM TO CONDUCT THE TOWN MANAGER RECRUITMENT AND AUTHORIZATION OF GENERAL FUND CONTINGENCY RESERVES FOR THE RECRUITMENT PROCESS

3. ~~**DISCUSSION AND POSSIBLE DIRECTION REGARDING A CHANGE TO THE DESIGN CODE-
ALLOWING FOR AN EXPANDED COLOR PALETTE~~(Removed from the agenda on 7/1/16 at 4:30 p.m.)
4. DISCUSSION AND POSSIBLE DIRECTION REGARDING A BIKE SHARE PROGRAM
5. DISCUSSION AND POSSIBLE DIRECTION REGARDING TOWN CODE SECTION 10-1-5 NUISANCES

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

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

ADJOURNMENT

POSTED: 6/29/16 at 5:00 p.m. by mrs
AMENDED AGENDA POSTED: 6/30/16 at 5:00 p.m. by mrs
SECOND AMENDED AGENDA POSTED: 7/1/16 at 5:00 p.m. by mrs

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

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

INSTRUCTIONS TO SPEAKERS

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

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

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

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

Thank you for your cooperation.



Town Council Regular Session

Meeting Date: 07/06/2016

Proclamation

Item # 1.

Information

Subject

Proclamation - Drowning Impact Awareness Month - August 2016

Summary

Attachments

Proclamation

Office of the Mayor
Oro Valley, Arizona
Proclamation
DROWNING IMPACT AWARENESS MONTH
AUGUST 2016

WHEREAS, Arizona's future prosperity depends upon the long-term health, safety, and well-being of the nearly two million children and teens in our state; and

WHEREAS, drowning is a top cause of injury and death for children and teens in Arizona, affecting not only the victims, but also families, emergency personnel, and our society as a whole; and

WHEREAS, child drownings are nearly 100 percent preventable, including drownings which are classified as maltreatment and make up an average of one in four cases in Arizona; and

WHEREAS, research-proven strategies can save lives, including constant and capable supervision, restricting access to water, use of life jackets, swimming lessons for adults and children at the appropriate age, rapid emergency response, including CPR, and safe, stable and nurturing relationships and communities to break the cycle of maltreatment; and

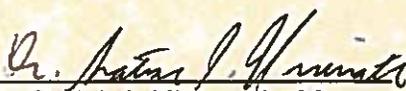
WHEREAS, awareness of the problem is just the first step; evidence-based programs to bring these strategies to families is the best way to save lives; and

WHEREAS, during the month of August, Drowning Prevention Coalition of Arizona, in collaboration with state and local governments, fire departments, hospitals, swim schools, community organizations, and private citizens, will be engaging communities throughout Arizona in a coordinated and comprehensive response.

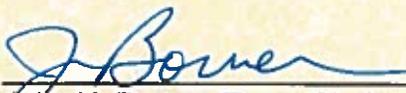
NOW, THEREFORE, I, Dr. Satish I. Hiremath, Mayor of Oro Valley, do hereby proclaim August 2016 as Drowning Impact Awareness Month and urge all communities and citizens of Arizona to participate in efforts to reduce drowning risk, strengthen families, and protect children and teens.

Dated this 6th day of July, 2016

ATTEST:


Dr. Satish I. Hiremath, Mayor




Julie K. Bower, Town Clerk



Town Council Regular Session
Meeting Date: 07/06/2016

Item # 2.

Information

Subject

*Presentation recognizing the 10-11 Oro Valley All-Stars Little League Championship baseball team

Summary

Attachments

No file(s) attached.



Town Council Regular Session

Item # A.

Meeting Date: 07/06/2016

Requested by: Julie Bower

Submitted By: Mike Standish, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Minutes - June 15, 2016

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

N/A

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve, (approve with the following changes) the June 15, 2016 minutes.

Attachments

6/15/16 Draft Minutes

**MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
June 15, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

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

ROLL CALL

PRESENT:

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

PLEDGE OF ALLEGIANCE

Mayor Hiremath led the audience in the Pledge of Allegiance.

UPCOMING MEETING ANNOUNCEMENTS

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

COUNCIL REPORTS and Spotlight on Youth

No Council reports were received.

Mayor Hiremath and Vice Mayor Waters recognized Sai Konkimalla, fifth grader at Basis Oro Valley, for his academic excellence.

DEPARTMENT REPORTS

Interim Town Manager Danny Sharp announced that Town Clerk Julie Bower has accepted the City Clerk position for the City of Glendale and wished her well in her future endeavors.

ORDER OF BUSINESS

Mayor Hiremath reviewed the order of business and said the agenda would stand as posted.

INFORMATIONAL ITEMS

There were no informational items.

CALL TO AUDIENCE

No comments were received.

PRESENTATIONS

1. Proclamation - Park and Recreation Month

Mayor Hiremath proclaimed July, 2016 as Park and Recreation month in the Town of Oro Valley.

Adam Wade, Chair of the Parks & Recreation Advisory Board (PRAB), accepted the proclamation on behalf of PRAB.

2. Presentation - Update on Regional Economic Development by David Welsh, Executive Vice President of Sun Corridor, Inc.

David Welsh, Executive Vice President of Sun Corridor, Inc., gave an overview of the regional economic development activity in southern Arizona and discussed the following:

- Focus Areas
 - Lead Growth of the Southern Arizona Economy
 - Grow Bi-national Commerce with Mexico
 - Advocate to Improve our Competitiveness
- A Region in Motion
- Other Opportunities
 - FDI Mexico Strategy
 - DC Advocacy Mission - Spring 2017
 - Site Selector's Guild - March 2017

CONSENT AGENDA

Councilmember Garner requested to remove item (H) from the Consent Agenda for discussion.

Councilmember Zinkin requested to remove items (D) and (F) from the Consent Agenda for discussion.

- A. Minutes - June 1, 2016
- B. Resolution No. (R)16-26, authorizing and approving an agreement between the Town of Oro Valley and EnerNOC, Inc. to enroll in the Tucson Electric Power Demand Response Program
- C. Resolution No. (R)16-27, authorizing and approving an Intergovernmental Agreement among the Town of Oro Valley, the Town of Marana, the Town of Sahuarita, the City of Tucson, the Pima County Sheriff's Department, the Arizona Department of Public Safety, the City of Sierra Vista, the City of Nogales, the City of Florence, the City of South Tucson, the City of Apache Junction, the City of Chandler, the Federal Bureau of Investigation, the Town of Gilbert, the Town of Maricopa, the City of Mesa, the Town of Paradise Valley, the City of Phoenix, the City of Scottsdale, the County of Maricopa, the City of Glendale, the County of Navajo, the City of Page, the City of Peoria, the County of Pinal, the City of Show Low, and the City of Tempe to create an Arizona Child Abduction Response Team (AZCART)
- E. Resolution No. (R)16-29, approving an intergovernmental agreement for the provision of animal control services between the Town of Oro Valley and Pima County
- G. Resolution No. (R)16-31, approving a change to Personnel Policy 10 - Leaves, allowing for payment of 100% of sick leave accruals above 480 hours for an employee that dies as a direct result of performing their duties

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

MOTION carried, 7-0.

- D. Resolution No. (R)16-28, authorizing and approving an agreement between the Pusch Ridge Christian Academy and the Town of Oro Valley Police Department to provide the school with a School Resource Officer (SRO) in the school starting August 7, 2016**

Councilmember Zinkin asked if Pusch Ridge Christian Academy would fund the School Resource Officer (SRO) even when school was not in session.

Lieutenant Teachout confirmed that the agreement provided funding for 365 days of the year.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Burns to approve item (D).

MOTION carried, 7-0.

F. Resolution No. (R)16-30, approving changes to Personnel Policy 19 - Training Employees and Reimbursement for Educational Expenses, allowing for reimbursement of certain professional certifications

Discussion ensued amongst Council and staff regarding the scope of the policy for reimbursing employees for educational expenses and allowing for reimbursement of certain professional certifications.

MOTION: A motion was made by Councilmember Zinkin and seconded by Councilmember Garner to continue item (F) to the July 6, 2016 regular Town Council meeting.

MOTION failed, 2-5 with Mayor Hiremath, Vice Mayor Waters, Councilmember Burns, Councilmember Hornat, and Councilmember Snider opposed.

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

MOTION carried, 6-1 with Councilmember Garner opposed.

H. Resolution No. (R)16-32, authorizing and approving the agreement between the Town of Oro Valley and the Office of Administrative Hearings (OAH) for administrative hearing services on a case-by-case basis relating to election and campaign finance matters

Discussion ensued amongst Council and staff regarding the proposed agreement between the Town and the Office of Administrative Hearings (OAH) for administrative hearing services relating to election and campaign finance matters.

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

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

REGULAR AGENDA

There were no regular agenda items.

FUTURE AGENDA ITEMS

No future agenda items were requested.

CALL TO AUDIENCE

No comments were received.

ADJOURNMENT

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

MOTION carried, 7-0.

Prepared by:

Michael Standish, CMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 15th day of June, 2016. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2016

Michael Standish, CMC
Deputy Town Clerk



Town Council Regular Session

Item # B.

Meeting Date: 07/06/2016

Requested by: Stacey Lemos

Submitted By: Wendy Gomez, Finance

Department: Finance

Information

SUBJECT:

Fiscal Year 2015/16 Financial Update through May 2016

RECOMMENDATION:

This item is for information only.

EXECUTIVE SUMMARY:

In the General Fund (see Attachment A), revenues collected through May totaled \$29.3 million or 91.5% of the budget amount of \$32.0 million. Year-to-date expenditures through May totaled \$27.2 million or 84.8% of the budget amount of \$32.1 million.

In the Highway Fund (see Attachment B), revenues collected through May totaled \$3.2 million or 98.5% of the budget amount of \$3.2 million. Year-to-date expenditures through May totaled \$4.0 million or 81.4% of the budget amount of \$4.9 million.

In the Bed Tax Fund (see Attachment C), revenues collected through May totaled \$987,267 or 103.9% of the budget amount of \$950,000. Year-to-date expenditures through May totaled \$825,253 or 75.9% of the budget amount of \$1.1 million.

In the Community Center Fund (see Attachments D-1, D-2 and D-3), revenues collected through May totaled \$5.3 million or 71.7% of the budget amount of \$7.4 million. Year-to-date expenditures through May totaled \$6.1 million or 75.9% of the budget amount of \$8.1 million.

BACKGROUND OR DETAILED INFORMATION:

GENERAL FUND

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

Revenues	\$31,729,590
<u>Less:</u> Expenditures	<u>(\$31,396,552)</u>

Estimated surplus before one-time uses of Contingency Reserves \$ 333,038

Less:

Council-Approved Use of Contingency:

- 8.8 Acre Land Purchase (\$ 265,000) Approved September 2, 2015
- Lawsuit Settlement (\$ 30,000) Approved September 16, 2015
- Special Election Costs (\$ 24,131) Approved June 17, 2015

Estimated increase in Fund Balance \$ 13,907
after one-time uses of Contingency Reserves

General Fund Revenues

- Local sales tax collections in the General Fund total \$13.8 million or 89.7% of the budget amount of \$15.4 million. Sales tax collections in the General Fund are estimated to come in below budget by approximately \$704,000 or 4.6%, due primarily to the delay in one-time construction sales tax collections from slower single family residential and commercial building activity than planned. This is a shortfall in one-time revenues, and because one-time revenues are dedicated to one-time capital improvement projects, this shortfall does not impact ongoing Town operations. All other local sales tax categories are trending on budget. Please see Attachment F for a monthly tracking of General Fund local sales tax collections, including retail, construction and utility sales tax.
- State shared revenues total \$9.6 million or 91.7% of the budget amount of \$10.4 million, and are estimated to come in over budget by roughly \$146,000 or 1.4%, based on projections from the Arizona Department of Revenue and the League of Arizona Cities and Towns.
- Charges for Services revenues total \$1.9 million or 101.3% of the budget amount of \$1.87 million. Charges for Services revenues are estimated to come in over budget by about \$168,000 or 8.9%, due primarily to revenue at the Aquatic Center.
- License and permit revenues total \$1.6 million or 91.9% of the budget amount of \$1.8 million. These revenues are estimated to come in slightly under budget by about \$89,000 or 5.1%, due to residential building permits. Although we expect to come in on budget in terms of the *number* of single family residential building permits that are issued (which was 200), the revenues per permit are down slightly from what was budgeted.
- State grant revenues total \$1,224,820 or 85.4% of the budget amount of \$1.4 million. These revenue are estimated to come in under budget by about \$25,000 or 1.8%, due to capacity budgeted for grants that will not be utilized.
- Miscellaneous revenues are estimated to come in over budget by nearly \$127,000 or 93.9%, primarily due to insurance recovery proceeds from storm damage at Riverfront Park.

Please note that year-end estimates are projections and are subject to change.

General Fund Expenditures

- Expenditures are estimated to come in under budget by about \$676,000 or 2.1%. Of this amount, approximately \$481,000 was planned for one-time Capital Improvement Program (CIP) projects, to be funded entirely with one-time construction sales taxes and permitting revenues. Projects were slowed or placed on hold due to single family residential construction and delayed commercial construction activity, as referenced above.
- Please note that although the Parks and Recreation Department is expected to go over budget by about \$56,000, or 1.9%, due to Aquatic Center expenditures, this overage will be more than offset by revenues that are also expected to exceed budget by approximately \$100,000.
- Please note that the estimated overage in General Administration is due entirely to the spending of insurance recovery proceeds related to storm damage at Riverfront Park, as referenced above in the revenue discussion.
- The remaining expenditure budget variances in other departments are due to estimated personnel and department operating savings. Please note that these savings are estimates and are subject to change.

HIGHWAY FUND

Highway Fund Revenues

- State shared highway user funds total roughly \$2.7 million or 91.7% of the budget amount of \$3.0 million and are expected to come in on budget at year-end. State grant revenues are estimated at \$195,551 for the fiscal year, due to reimbursements from the Pima Association of Governments (PAG) and the Regional Transportation Authority (RTA) for contract administration of roadway projects, as well as Transportation Art by Youth (TABY) program expenditures. Highway Fund revenues in total are estimated to come in over budget by about \$226,000 or 7.1%.

Highway Fund Expenditures

- Expenditures are estimated to come in under budget by about \$141,000 or 2.9%. This variance is due largely to the Tangerine Access to Safeway (1st Ave) CIP project, which will roll over into FY 16/17. Please note that these figures are estimates and are subject to change.

BED TAX FUND

Bed Tax Revenues

- Bed tax revenues total \$981,376 or 103.8% of the budget amount of \$945,000, and are estimated to come in over budget by nearly \$120,000 or 12.7%, based on collections received through May. Please note this is an estimate and is subject to change.

Bed Tax Fund Expenditures

- Expenditures are estimated to come in under budget by about \$5,600 or 0.5% due to projected personnel savings. Please note that these savings are estimates and are subject to change.

COMMUNITY CENTER FUND

Attachment D-1 shows the consolidated financial status of the Community Center Fund with all revenues and expenditures from Troon and Town-managed operations.

Attachment D-2 shows the monthly line item detail for the Troon-managed operations, specifically revenues and expenditures associated with the golf, tennis, food and beverage and lifeguard operations. The totals in the revenue and expenditure categories in Attachment D-2 tie to the Contracted Operating Revenues and Expenditures in Attachment D-1.

Attachment D-3 shows the revenues and expenditures for the Troon-managed food and beverage operations only.

Community Center Fund Revenues

- Revenues in the Community Center Fund total \$5.3 million or 71.7% of the budget amount of \$7.4 million. Contracted operating revenues from Troon total \$2.7 million and Town operating revenues total \$672,572. Local sales tax revenues from the dedicated half-cent sales tax total roughly \$1.9 million or 93.1% of the budget amount of \$2,000,000.
- Local sales tax revenues from the dedicated half-cent sales tax are estimated to come in over budget by \$30,000 or 1.5%, based on collections received thus far in the fiscal year. Please note this is an estimate and is subject to change.
- Contracted operating revenues from Troon are estimated to come in under budget by about \$1.8 million or 37.3%, based on Troon's forecast through the remainder of the fiscal year. These revenue estimates have been revised downward to \$3.0 million from the original budgeted amount of \$4.7 million based on revenues collected thus far in the fiscal year.
- Town operating revenues are estimated to come in over budget by roughly \$81,000 or 12.3%, due to member dues, which are expected to come in nearly 10% over budgeted figures, as well as recreation program revenues, which are expected to come in more than 50% over budgeted figures, for summer camp programs at the Community Center.

Community Center Expenditures

- Expenditures in the Community Center Fund total approximately \$6.1 million or 75.9% of the budget amount of \$8.1 million. Contracted operating expenditures from Troon total roughly \$5.1 million and Town operating expenditures total \$622,048. Capital outlay expenditures total \$436,875.
- Contracted operating expenditures from Troon are estimated to come in under budget by about \$847,000 or 13.5%, based on Troon's forecast through the remainder of the fiscal year reflecting savings from operational changes that were

implemented in December, as well as other line item expense reductions in the operations and maintenance categories, including closure of the golf courses on Mondays, reduced hours at The Overlook restaurant, reductions in staffing levels in the golf maintenance and restaurant operations, closure of the lap pool and reduced hours at the tennis facilities. The year-end expenditure estimates have been revised downward to \$5.4 million from the original budgeted amount of \$6.3 million. Accordingly, the year-end net loss for the Troon-managed operations has been revised from the budgeted amount of \$1.5 million to approximately \$2.4 million.

- Please note that the budgeted loan repayment to the General Fund of \$120,000 has been removed to reflect a one-year delay as approved by Council on May 19, 2016.
- The ending fund balance in the Community Center Fund is estimated at \$172,481.

Please see Attachments A, B, and C for additional details on the General Fund, Highway Fund and Bed Tax Fund. See Attachments D-1, D-2 and D-3 for additional details on the Community Center Fund. See Attachment E for a fiscal year-to-date consolidated summary of all Town Funds. See Attachment F for a breakdown of monthly local sales tax collections for the General Fund.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

This item is for information only.

Attachments

Attachment A - General Fund
Attachment B - Highway Fund
Attachment C - Bed Tax Fund
Attachment D-1 Community Center Fund
Attachment D-2 Troon Cash Flow
Attachment D-3 Troon F&B
Attachment E - Summary All Funds
Attachment F - Gen Fund Local Sales Tax



Highway Fund

% Budget Completion through May --- 91.7%

REVENUES:

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

Actuals thru 5/2016	Budget	% Actuals to Budget
41,474	51,000	81.3%
187,375	-	0.0%
2,736,474	2,985,464	91.7%
122,833	134,000	91.7%
33,911	22,400	151.4%
31,655	10,000	316.5%
3,153,721	3,202,864	98.5%

Year End Estimate *	YE % Variance to Budget
44,000	-13.7%
195,551	0.0%
2,985,464	0.0%
134,000	0.0%
37,000	65.2%
32,706	227.1%
3,428,721	7.1%

EXPENDITURES:

ADMINISTRATION
 TRANSPORTATION ENGINEERING
 PAVEMENT MANAGEMENT
 STREET MAINTENANCE
 TRAFFIC ENGINEERING
TOTAL EXPENDITURES

Actuals thru 5/2016	Budget	% Actuals to Budget
779,788	880,396	88.6%
480,086	561,772	85.5%
1,298,702	1,473,581	88.1%
957,527	1,159,510	82.6%
439,568	783,419	56.1%
3,955,670	4,858,678	81.4%

Year End Estimate *	YE % Variance to Budget
860,496	-2.3%
560,140	-0.3%
1,473,581	0.0%
1,190,256	2.7%
633,419	-19.1%
4,717,892	-2.9%

SURPLUS / (DEFICIT)

(801,949) (1,655,814)

(1,289,171)

BEGINNING FUND BALANCE

3,291,083

Plus: Surplus / (Deficit)

(1,289,171)

ENDING FUND BALANCE **

2,001,912

* Year-end estimates are subject to further revision

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



May YTD Financial Status

FY 2015/2016

Community Center Fund

% Budget Completion through May --- 91.7%

	Actuals thru 5/2016	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
REVENUES:					
CONTRACTED OPERATING REVENUES					
Golf Revenues	897,099	1,771,106	50.7%	968,603	-45.3%
Member Dues (Golf)	797,188	1,370,867	58.2%	877,188	-36.0%
Tennis Revenues	278,721	279,837	99.6%	299,436	7.0%
Food & Beverage	564,371	850,852	66.3%	609,849	-28.3%
Merchandise & Other	209,029	469,671	44.5%	218,029	-53.6%
	2,746,408	4,742,333	57.9%	2,973,105	-37.3%
TOWN OPERATING REVENUES					
Daily Drop-Ins	21,566	27,550	78.3%	23,000	-16.5%
Member Dues	519,827	526,480	98.7%	577,111	9.6%
Recreation Programs	128,222	84,000	152.6%	129,131	53.7%
Tennis Court Rentals	-	7,200	0.0%	7,200	0.0%
Facility Rental Income	1,620	13,200	12.3%	1,800	-86.4%
Concession Sales	1,088	-	0.0%	1,200	0.0%
Special Events	250	-	0.0%	250	0.0%
	672,572	658,430	102.1%	739,692	12.3%
OTHER REVENUES					
Local Sales Tax	1,861,017	2,000,000	93.1%	2,030,000	1.5%
Real Property Rental Income	27,861	-	0.0%	27,861	0.0%
Sale of Assets	1,365	-	0.0%	1,365	0.0%
Donations	100	-	0.0%	100	0.0%
	1,890,342	2,000,000	94.5%	2,059,326	3.0%
TOTAL REVENUES	5,309,322	7,400,763	71.7%	5,772,123	-22.0%

	Actuals thru 5/2016	Budget	% Actuals to Budget	Year End Estimate *	YE % Variance to Budget
EXPENDITURES:					
CONTRACTED OPERATING EXPENDITURES					
Personnel	2,102,456	2,638,457	79.7%	2,242,276	-15.0%
Operations & Maintenance	2,586,155	3,289,219	78.6%	2,769,951	-15.8%
Equipment Leases	374,223	333,000	112.4%	401,728	20.6%
	5,062,834	6,260,676	80.9%	5,413,955	-13.5%
TOWN OPERATING EXPENDITURES					
Personnel	457,890	462,517	99.0%	566,587	22.5%
Operations & Maintenance	164,158	225,140	72.9%	174,322	-22.6%
	622,048	687,657	90.5%	740,909	7.7%
CAPITAL OUTLAY					
	436,875	1,115,000	39.2%	470,000	-57.8%
TRANSFER TO GENERAL FUND					
	-	-	0.0%	-	0.0%
TOTAL EXPENDITURES	6,121,757	8,063,333	75.9%	6,624,864	-17.8%
SURPLUS / (DEFICIT)	(812,435)	(662,570)		(852,741)	

BEGINNING FUND BALANCE**1,025,222****Plus: Surplus / (Deficit)****(852,741)****ENDING FUND BALANCE ******172,481**

* Year-end estimates are subject to further revision

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

TROON
El Conquistador Cash Flow Statement

	Actual Jul-15	Actual Aug-15	Actual Sep-15	Actual Oct-15	Actual Nov-15	Actual Dec-15	Actual Jan-16	Actual Feb-16	Actual Mar-16	Actual Apr-16	Actual May-16	Actual TOTAL	Original Budget TOTAL	Forecast TOTAL
Revenues:														
Golf Fees, net of discounts	31,127	26,555	41,922	39,692	79,985	48,184	80,184	125,390	124,090	85,721	37,103	719,953	1,456,271	774,823
Trail Fees & Member Cart Fees	9,970	8,994	9,800	10,860	13,139	13,105	14,585	14,593	14,362	13,818	13,235	136,461	180,000	150,591
Golf - Group Services	-	-	-	(550)	60	151	45	-	-	124	168	(2)	-	(2)
Range, Rentals, Other Golf related	1,368	1,593	1,984	2,712	2,839	2,479	3,671	4,273	5,856	3,908	3,437	34,120	127,735	35,979
Golf Lessons	785	510	1,115	680	847	340	160	895	625	235	375	6,567	7,100	7,212
Total Member Dues	65,377	57,786	64,719	69,970	75,806	75,697	77,475	78,796	78,113	76,538	76,911	797,188	1,370,867	877,188
Other Member Income	-	-	-	-	60	20	-	-	-	994	-	1,074	-	1,074
Swim/Tennis Revenues	24,923	9,172	27,593	51,543	26,871	23,871	31,336	21,542	19,312	23,475	19,083	278,721	279,837	299,436
Salon/Spa Revenues	-	150	400	-	-	-	-	-	-	-	-	550	-	550
GOLF PUSCH RIDGE Revenues	60	20	-	-	-	-	-	-	-	-	-	80	-	80
Income - Other (non - golf)	-	-	-	-	-	-	-	-	-	-	5,959	5,959	-	5,959
Merchandise, net of discounts	11,112	9,342	12,462	17,555	24,638	26,524	11,929	21,137	26,284	28,713	11,670	201,366	469,671	210,366
Food and Beverage, net of discounts	34,002	29,430	35,077	44,481	65,705	51,745	65,512	57,623	71,701	60,771	48,324	564,371	850,852	609,849
Total Revenues	178,724	143,552	195,072	236,943	289,890	242,156	284,917	324,249	340,343	294,297	216,265	2,746,408	4,742,333	2,973,105
Cost of Sales:														
COS - Golf	-	-	-	-	-	-	-	-	-	-	-	-	17,690	546
COS - Group Services Golf	-	-	-	-	-	-	-	-	-	-	-	34	-	34
COS - Golf Lessons	692	282	100	937	546	556	77	836	710	-	623	5,359	5,680	5,875
COS - Service Commissions	14,268	10,023	14,477	21,783	16,516	12,477	16,074	16,173	13,499	20,810	12,000	168,100	161,791	181,903
COS - Merchandise, net of discounts	9,877	5,517	6,335	10,196	16,931	18,007	29,966	15,519	20,036	20,096	8,665	138,145	299,527	145,345
COS - Food & Beverage	14,172	11,484	15,150	14,875	26,917	16,195	20,202	20,170	21,971	20,706	16,506	198,348	267,418	212,901
Total Cost of Sales	39,009	27,306	36,062	47,791	60,910	47,235	43,319	52,698	56,216	61,612	37,828	509,986	752,105	546,604
Gross Profit	139,715	116,246	159,010	189,152	228,980	194,921	241,598	271,551	284,127	232,685	178,437	2,236,422	3,990,228	2,426,501
Operating Expenses:														
Payroll	193,325	182,694	172,731	193,514	159,466	114,460	127,022	124,638	142,114	140,582	135,344	1,685,890	2,182,859	1,795,890
Employee Benefits	40,630	38,531	45,466	31,729	35,879	34,366	29,537	31,205	32,236	29,897	30,097	379,573	406,314	405,973
Employee Related	5,644	3,873	3,204	3,187	3,700	3,438	2,607	2,303	2,710	2,474	3,853	36,993	49,284	40,413
Professional Fees	-	-	306	10	-	-	-	3	-	-	-	319	3,975	319
Advertising & Marketing	-	-	2,359	14,318	5,725	8,987	6,261	5,710	4,146	14,251	6,221	73,191	77,768	75,551
Comp Expense	-	3,340	-	-	-	-	-	-	-	-	-	3,340	-	3,340
Repair & Maintenance	53,817	61,662	84,353	82,903	32,520	20,833	30,086	38,476	35,367	27,082	34,171	501,270	488,050	525,925
Operating Expenses	27,627	25,858	20,478	21,488	18,576	24,922	23,449	14,664	32,141	24,376	22,445	256,024	413,791	276,035
Total Operating Expenses	326,256	315,958	328,897	347,149	255,866	207,006	218,962	216,999	248,714	238,662	232,131	2,936,600	3,622,041	3,123,446
Operating Profit	(86,541)	(199,712)	(169,887)	(157,997)	(26,886)	(12,085)	22,636	54,552	35,413	(5,977)	(53,694)	(700,178)	368,186	(696,945)
Leases - Carts	16,440	16,440	16,364	16,364	8,377	19,944	17,610	8,250	8,250	8,250	8,250	144,539	105,000	152,789
Leases - Equipment	19,605	22,357	5,163	16,640	39,321	22,795	19,267	19,935	22,032	22,567	20,003	229,684	228,000	248,939
Utilities	168,472	141,589	148,567	134,259	39,120	64,910	35,740	75,480	96,239	120,288	99,057	1,123,721	1,320,391	1,223,711
Fixed Operating Expenses	204,517	180,386	170,094	167,263	86,818	107,649	72,617	103,665	126,521	151,105	127,310	1,497,944	1,653,391	1,625,439
Gross Operating Profit	(391,058)	(380,098)	(339,981)	(325,260)	(113,704)	(119,734)	(49,981)	(49,113)	(91,108)	(157,082)	(181,004)	(2,198,122)	(1,285,205)	(2,322,384)
Insurance	-	86	-	86	86	86	88	88	88	88	88	784	85,520	784
Property Taxes	-	-	1,011	-	-	3,601	-	-	-	-	-	4,612	-	4,612
Fees, Permits & Licenses	9	250	86	80	-	140	-	93	-	497	100	1,255	3,619	1,417
Base Management Fees	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	(12,000)	108,000	144,000	108,000
Bad Debt	-	1,080	270	600	-	153	640	-	675	-	235	3,653	-	3,653
Total Other Expenses	12,009	13,416	13,367	12,766	12,086	15,980	12,728	12,181	12,763	12,585	(11,577)	118,304	233,139	118,466
Net Income (Loss)	(403,069)	(393,514)	(353,348)	(338,026)	(125,790)	(135,714)	(62,709)	(61,294)	(103,871)	(169,667)	(169,427)	(2,316,428)	(1,518,343)	(2,440,850)

ATTACHMENT D-3

EL CONQUISTADOR INCOME STATEMENT CONSOLIDATED - RESTAURANT/GRILLE - MAY 2016

	ACTUAL MONTH	BUDGET MONTH	ACTUAL Y-T-D	BUDGET Y-T-D
FOOD & BEVERAGE REVENUE	48,324	77,093	564,271	805,376
TOTAL REVENUES	48,324	77,093	564,271	805,376
COST OF SALES	16,506	23,993	198,350	253,078
PAYROLL & BENEFITS	48,957	42,186	517,648	452,165
OPERATING EXPENSES	5,675	7,501	81,061	82,940
NET INCOME (LOSS)	(22,814)	3,413	(232,788)	17,193



Consolidated Year-to-Date Financial Report through May, 2016

ATTACHMENT E

FY 2015/2016

Fund	FY 15/16 Begin Bal.	Revenue	Other Fin Sources/Tfrs	Total In	Capital Leases/ Transfer Out	Personnel	O&M	Capital	Contingency	Debt Service	Total Out	Left in Accounts Thru May 2016
General Fund - Unassigned	8,597,873	29,211,168	92,500	29,303,668	1,271,540	19,470,423	6,179,062	266,987	-	-	27,188,011	10,713,530
General Fund - Assigned	1,553,999										-	1,553,999
Highway Fund - Restricted	3,291,083	3,153,721	-	3,153,721	228,366	1,665,120	643,964	1,418,219	-	-	3,955,670	2,489,134
Seizure & Forfeiture - Justice/State	235,952	78,194	-	78,194	-	191,848	30,493	17,312	-	-	239,652	74,493
Bed Tax Fund - Committed	464,626	987,267	-	987,267	322,044	213,811	289,397	-	-	-	825,253	626,640
Impound Fee Fund	28,435	43,330	-	43,330	-	24,330	-	-	-	-	24,330	47,435
Community Center Fund	1,025,222	5,309,322	-	5,309,322	374,223	457,890	4,852,769	436,875	-	-	6,121,757	212,787
Municipal Debt Service Fund	166,798	134,423	655,750	790,173	-	-	53,625	-	-	838,865	892,490	64,481
Oracle Road Debt Service Fund	1,946	188,186	3,000	191,186	-	-	2,350	-	-	156,561	158,911	34,221
Alternative Water Resources Dev Impact Fee Fund	4,021,793	990,374	-	990,374	-	-	97,375	174	-	-	97,550	4,914,617
Potable Water System Dev Impact Fee Fund	4,800,153	510,795	-	510,795	-	-	-	-	-	43,645	43,645	5,267,303
Townwide Roadway Development Impact Fee Fund	2,677,852	473,687	-	473,687	-	-	-	49,844	-	-	49,844	3,101,695
Parks & Recreation Impact Fee Fund	136,103	155,319	-	155,319	-	-	-	-	-	-	-	291,422
Library Impact Fee Fund	94,798	-	-	-	-	-	-	34,528	-	-	34,528	60,270
Police Impact Fee Fund	254,577	67,680	-	67,680	-	-	-	-	-	-	-	322,257
General Government Impact Fee Fund	3,505	8	-	8	-	-	-	-	-	-	-	3,513
General Government CIP Fund	1,421,593	-	1,028,276	1,028,276	-	-	-	1,592,908	-	-	1,592,908	856,961
PAG/RTA Fund	-	2,862,177	-	2,862,177	-	31,525	-	2,528,794	-	-	2,560,319	301,858
Water Utility	13,864,359	14,590,066	-	14,590,066	3,030	2,559,576	5,716,200	1,930,642	-	4,001,302	14,210,749	14,243,675
Stormwater Utility	279,353	731,799	-	731,799	-	296,534	363,916	48,481	-	-	708,931	302,221
Fleet Fund	298,922	1,296,089	-	1,296,089	-	76,321	427,743	548,483	-	-	1,052,547	542,465
Benefit Self Insurance Fund	244,162	2,586,550	-	2,586,550	-	-	2,764,491	-	-	-	2,764,491	66,221
Recreation In-Lieu Fee Fund	6,190	21,728	-	21,728	-	-	-	12,200	-	-	12,200	15,718
Total	43,469,294	63,391,884	1,779,526	65,171,410	2,199,203	24,987,378	21,421,386	8,885,447	-	5,040,374	62,533,787	46,106,918



General Fund Local Sales Tax Collections

CATEGORY	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
Construction Sales Tax	193,497	160,759	190,812	234,763	222,548	254,307	260,568	107,429	263,734	235,835	109,928		2,234,179
Utility Sales Tax	257,552	312,494	304,666	286,667	243,827	195,345	242,200	268,984	222,718	193,630	196,712		2,724,794
Retail Sales Tax	441,557	415,209	393,690	403,193	413,231	525,645	688,527	426,418	433,139	511,289	472,688		5,124,585
All Other Local Sales Tax *	239,739	229,766	182,484	216,361	270,637	276,937	295,738	201,982	259,537	325,493	273,582		2,772,256
TOTAL	\$ 1,132,346	\$ 1,118,228	\$ 1,071,652	\$ 1,140,984	\$ 1,150,242	\$ 1,252,234	\$ 1,487,032	\$1,004,813	\$1,179,127	\$ 1,266,247	\$1,052,910		\$ 12,855,814

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



Town Council Regular Session

Item # C.

Meeting Date: 07/06/2016

Requested by: Mayor Hiremath

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

Cancellation of the July 20, 2016 regular Town Council meeting

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

At its regular meeting on December 2, 2015, the Council approved the 2016 regular Town Council meeting schedule which included a regular meeting scheduled for July 20, 2016. Currently, there is no business scheduled for the July 20th regular Town Council meeting. In the event that the Town Council would like to cancel the July 20th regular Town Council meeting, the Mayor and Council must take formal action.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to cancel the July 20th regular Town Council meeting.

Attachments

No file(s) attached.



Town Council Regular Session

Item # D.

Meeting Date: 07/06/2016

Requested by: Joshua Potter

Submitted By: Joshua Potter, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)16-33, authorizing and approving a license agreement between the Town of Oro Valley and Ventana Medical Systems, Inc. for the installation and maintenance of spring bollards within the Vistoso Village Drive right-of-way

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The license agreement is shown in Exhibit "A" and will authorize Ventana Medical Systems, Inc. to install and maintain spring bollards within the Vistoso Village Drive right-of-way near the intersection of Innovation Park Drive and Vistoso Village Drive as shown in Exhibit "B." The spring bollards will be installed across the Vistoso Village Drive right-of-way, and therefore, a license agreement is required for the installation and maintenance.

BACKGROUND OR DETAILED INFORMATION:

Ventana Medical Systems, Inc. has an existing campus that is comprised of multiple buildings on separate lots within Innovation Park. The main campus is located on the southeast corner of Innovation Park Drive and Vistoso Village Drive. Another portion is located on the northwest corner of Innovation Park Drive and Vistoso Village Drive.

Ventana Medical Systems, Inc. is currently developing an addition to the campus on the southwest corner of the same intersection. A high volume of pedestrian traffic between various buildings on the campus is typical for the employees of this business. A High Intensity Activated Crosswalk beacon (HAWK) signal was installed a few years ago at the intersection of Innovation Park Drive and Vistoso Village Drive to facilitate the pedestrian traffic between the campus facilities located on either side of Innovation Park Drive. With the addition of the facilities on the southeast corner of the intersection, pedestrian traffic will be greatly increased across Vistoso Village Drive between the facilities located on the southwest corner and the northwest corner of the intersection.

Vistoso Village Drive is currently a dead-end public street between the two halves of the

west side campus. Ventana Medical Systems, Inc. is proposing to install spring bollards on Vistoso Village Drive near the intersection to prohibit cars from entering the west side dead-end street. This will increase the safety and reduce the potential for a pedestrian/vehicular conflict as employees will be able to move freely between the facilities on either side of Vistoso Village Drive. The dead-end drive does serve as a future access to currently undeveloped parcels to the west of the Ventana Medical Systems, Inc. campus. The owner of the undeveloped parcels (Venture West) is agreeable to the installation of the bollards until such time that they move forward with the development of the parcels. At that point, both parties have agreed that Ventana Medical Systems, Inc. will remove the bollards and open access on Vistoso Village Drive within 90 days of receiving written notice from either Venture West or the Town of Oro Valley. The license agreement will authorize installation of the spring bollards within the right-of-way and will provide that Ventana Medical Systems, Inc. will have sole responsibility for maintenance of the improvements.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (approve/deny) Resolution No. (R)16-33, authorizing and approving a license agreement between the Town of Oro Valley and Ventana Medical Systems, Inc. for the installation and maintenance of spring bollards within the Vistoso Village Drive right-of-way.

Attachments

(R)16-33 Ventana Medical Systems, Inc. License Agreement

EXHIBIT A

EXHIBIT B

RESOLUTION NO. (R)16-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND EXECUTING A LICENSE AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND VENTANA MEDICAL SYSTEMS, INC., TO ALLOW THE INSTALLATION AND MAINTENANCE OF SPRING BOLLARDS RAILING WITHIN THE PUBLIC RIGHT OF WAY LOCATED AT VISTOSO VILLAGE DRIVE AND INNOVATION PARK DRIVE

WHEREAS, the Town is the owner of the right-of-way at Vistoso Village Drive and Innovation Park Drive; and

WHEREAS, Ventana Medical Systems, Inc., requests an encroachment on a portion of Vistoso Village Drive near Innovation Park Drive for the installation and maintenance of Spring Bollards which will be the sole cost and expense of Ventana Medical Systems, Inc.; and

WHEREAS, the Town desires to permit the encroachment onto said property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Oro Valley, Arizona that the License Agreement between the Town of Oro Valley and Ventana Medical Systems, Inc, attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this _____ day of _____, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

EXHIBIT "A"
LICENSE AGREEMENT

THIS LICENSE made and entered into by and between the Town of Oro Valley, Pima County, Arizona, a Body Politic, hereinafter called the LICENSORS and Ventana Medical Systems, Inc. hereinafter called the LICENSEE.

WITNESSETH:

THAT WHEREAS, the licensors are the owners of the land hereinafter described, said land having been dedicated as public right-of-way (Vistoso Village Drive)

WHEREAS, a portion of said property is requested to be encroached upon by installation and maintenance of Spring Bollards

Licensee requests authorization for the encroachments.

WHEREAS, the Licensee required from the Licensors to encroach into said property;

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and the faithful performance by the Licensee or his heirs and assigns; the Licensors do hereby grant and demise to the Licensee, his heirs and assigns, a permit, license and privilege, for the period of time hereinafter mentioned and subject to the conditions hereinafter contained, to enter in upon the following described land of the Licensors, in Exhibit "A" attached.

THIS LICENSE is subject to the following terms and conditions, to-wit:

1. This license is granted for the purpose installation and maintenance of Spring Bollards in the public right-of-way
2. The Licensee shall only be permitted to use the aforesaid land for the stated purpose.
3. Notwithstanding any other agreement or condition, it is expressly agreed that the license may be revoked by the Licensors upon NINETY (90) DAYS WRITTEN NOTICE to the Licensee.
4. The license will be revoked as detailed above upon receipt of written notice by the Licensor, or Licensee, from Venture West, or future parcel owners, for which the right-of-way provides legal access to their parcels for development of said parcels.
5. That when said License is revoked, the Licensee will remove the encroachments from said property, at no expense to the Licensors and to the satisfaction of the Licensors and will restore the property to the pre-license condition or as may be mutually agreed.

6. That nothing herein contained shall be construed as granting title to the land belonging to the Licensors, or as vesting in the Licensee any right of entry to said land after the termination of this License.
7. This License may be transferred to the Licensee's successors and assigns upon written approval of the Licensors subsequent to written request of the Licensee. This License shall run for a period of 25 years.
8. That the Licensee assumes the responsibility and all liability for any injury or damage to said property, or to any person while using said property in a lawful manner caused by or arising out of the exercise of this Permit or License.
9. That all work done shall be at the sole cost and expense of the Licensee.
10. The Licensee shall indemnify, defend and hold harmless the Licensors, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of this contract which are attributed to any act or omission of the Licensee, its agents, employees, or any one acting under its direction, control, or on its behalf, or any act or omission of the Licensors, its officers, departments, employees and agents, whether intention or negligent, in connection with or incident to this license.
11. The licensee will abide by all applicable local, state and federal ordinances, statutes, and regulations.
12. Approval of this License is subject to compliance with all conditions and provisions of the approved plans and specifications, which by this reference are incorporated and made a part hereof.
13. Encroachments will be maintained by Licensee and shall not interfere with safe sight distance.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this 17 day of MAY, 20 2016.

LICENSEE:

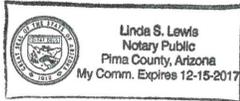
BY Tom Kearney

STATE OF ARIZONA)
)ss
COUNTY OF PIMA)

VMSI
Legal Approval
By [Signature]
Kimberly Ryan
Date 11 May 2016

SUBSCRIBED AND SWORN to before me this ___ day of _____,
20___ by who is known to me or has satisfactorily identified himself to be
TOM KEARNEY VP FT.

(Name) (Position)



Linda S. Lewis
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-15-17

LICENSORS:
The Town of Oro Valley

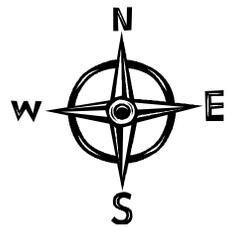
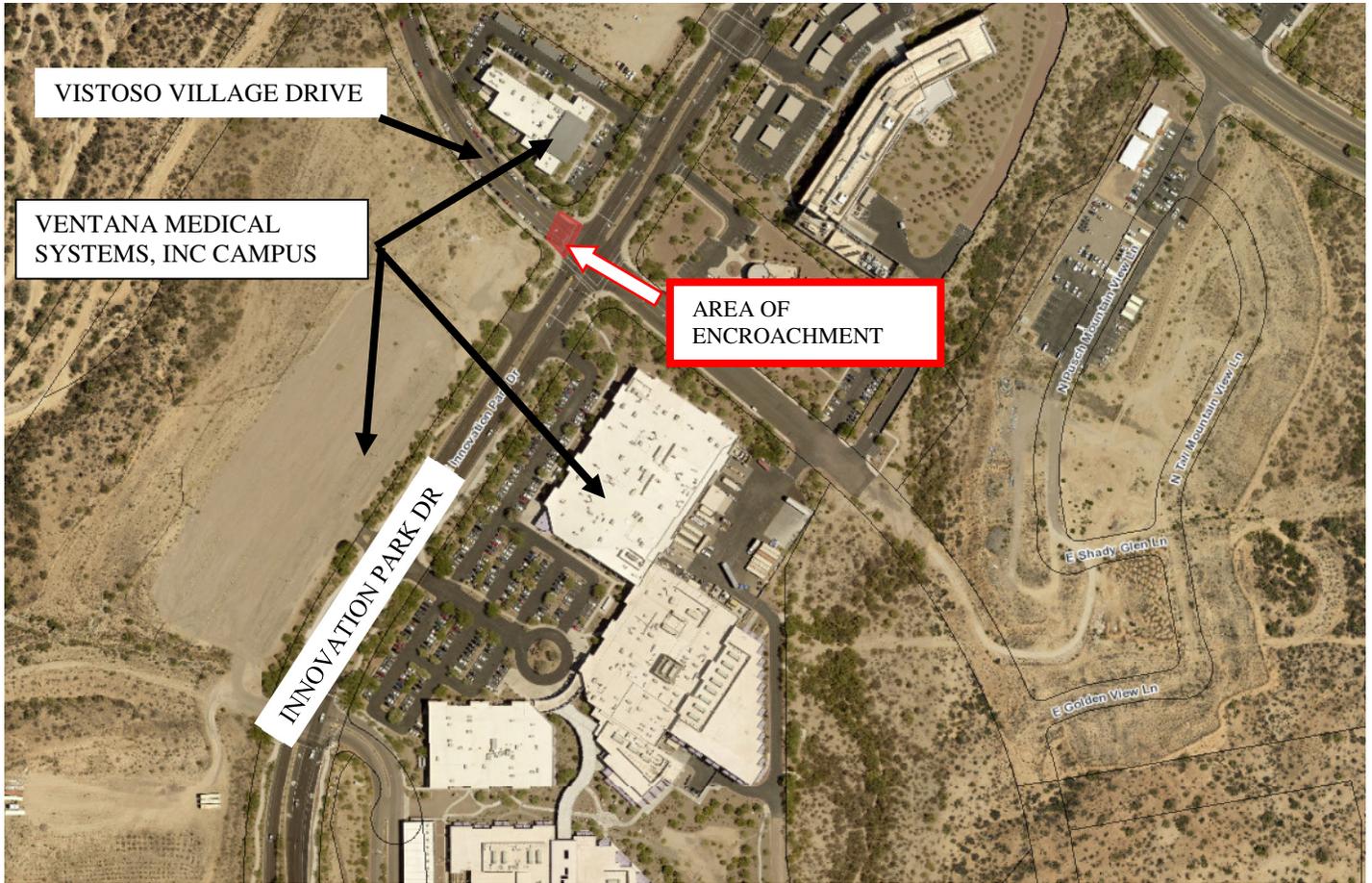
By: _____
Mayor
Date:

ATTEST:

Clerk of Town of Oro Valley
APPROVED AS TO FORM

Town Attorney

EXHIBIT "B"



LOCATION MAP

VISTOSO VILLAGE DRIVE

LICENSE AGREEMENT
SPRING BOLLARDS – VISTOSO VILLAGE DRIVE



Town Council Regular Session

Item # E.

Meeting Date: 07/06/2016

Requested by: Bayer Vella

Submitted By: Michael Spaeth, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Approval of proposed Conceptual Architecture for Tucson Koi & Cactus Gardens, located east of Oracle Road, approximately 1/4-mile south of Magee Road

RECOMMENDATION:

The Conceptual Design Review Board has recommended approval of the applicant's request.

EXECUTIVE SUMMARY:

The purpose of this request is to consider Conceptual Architecture for the Tucson Cactus & Koi Gardens store proposed on the east side of Oracle Road, approximately ¼-mile south of Magee Road (see Location Map - Attachment 1). The applicants proposal is provided as Attachment 2.

The Final Site Plan (Attachment 3) for the proposed store has been previously approved, which includes the following elements:

- One approximately 1,800 sq. ft. store/showroom
- Walking trails and shaded seating throughout the nursery
- Koi pond for sale of fish
- Plant loading area
- Vehicle/Pedestrian bridge spanning the existing wash that bisects the property

The proposed architecture represents a modern southwest design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with rusted metal roofing, split face masonry block accents and a prominent tower element.

The proposed architecture was considered by the Conceptual Design Review Board on June 14, 2016. The Board has recommended approval of the applicant's request.

BACKGROUND OR DETAILED INFORMATION:

Existing Site Conditions

- 2.8 acres
- Zoning: C-N (Neighborhood Commercial)
- Vacant

Proposed Changes

- 1,800 sq. ft. building/showroom
- Design: modern southwest style architecture

Approvals to Date

- 2014: Rezoning approved from R-S (Residential Services) to C-N (Neighborhood Commercial) and use of the modified review process.
- 2016: Final Site Plan, Landscape and Irrigation Plan, and Rainwater Harvesting Plan approved.

DISCUSSION/ANALYSIS:

A detailed analysis of the proposed architecture's conformance with the Design Principals and Standards of the Zoning Code is provided in Attachment 4. A brief summary of the proposed architecture is provided below.

The proposed conceptual architecture is for an approximate 1,800 sq. ft. building with a proposed building height of 18 feet, which is compatible with the surrounding development. Furthermore, the subject property sits slightly lower than the commercial development to the north and residential development to the east, further reducing any potential visual impacts.

The proposed design represents a modern southwest style that incorporates desert tones, hues and materials. The design also incorporates sleek modern lines with varying roof planes, facade articulation and a prominent tower feature. Finally, the design includes "roll-up" doors, oriented north and south, which will allow the main component of the proposed building to function as a breezeway during operating hours.

Conceptual Design Review Board

The Conceptual Design Review Board considered the applicant's proposed architecture on June 14, 2016, and has recommended approval of the applicant's proposal. The Conceptual Design Review Board staff report and draft minutes are provided as Attachments 4 and 5 respectively.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Conceptual Architecture for Tucson Cactus & Koi Gardens, finding the proposed architecture in conformance with the Design Principles and applicable Design Standards.

OR

I MOVE to deny the Conceptual Architecture for Tucson Cactus & Koi Gardens, finding the proposed architecture not in conformance with the Design Principles and Design Standards, specifically _____.

Attachments

ATTACHMENT 1 - LOCATION MAP
ATTACHMENT 2 - APPLICANT PROPOSAL
ATTACHMENT 3 - APPROVED SITE PLAN
ATTACHMENT 4 - CDRB STAFF REPORT
ATTACHMENT 5 - CDRB DRAFT MINUTES



Magee Road

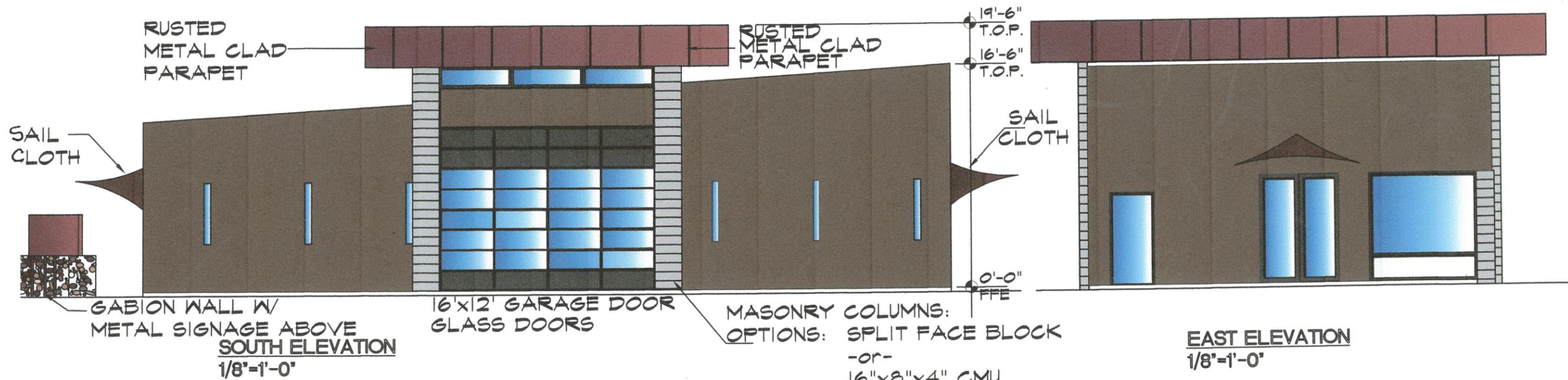


Oracle Road

Subject Property



LOCATION MAP
TUCSON KOI & WATER GARDENS (OV1501011)

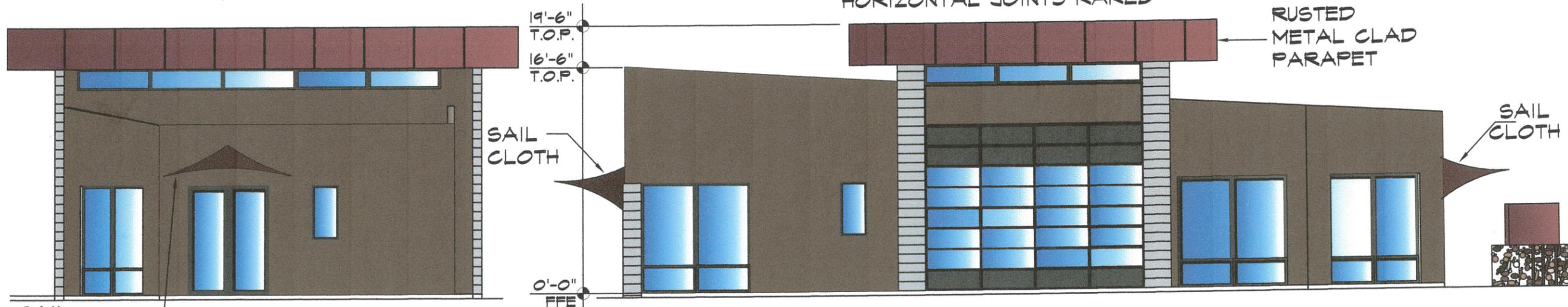


GABION WALL W/
METAL SIGNAGE ABOVE
SOUTH ELEVATION
1/8"-1'-0"

16'x12' GARAGE DOOR
GLASS DOORS

MASONRY COLUMNS:
OPTIONS: SPLIT FACE BLOCK
-or-
16"x8"x4" CMU
VERTICAL JOINTS FLUSH
HORIZONTAL JOINTS RAKED

EAST ELEVATION
1/8"-1'-0"



SAIL
CLOTH
WEST ELEVATION
1/8"-1'-0"

NORTH ELEVATION
1/8"-1'-0"

RUSTED
METAL CLAD
PARAPET

SAIL
CLOTH

RECEIVED
MAY 11 2016

BY:

COLORS:



MAIN BUILDING COLOR
DUNN EDWARD
DE6217-ANCIENT EARTH
LRV 13



RUSTED METAL
CLAD



SAIL CANOPY
DEEP OCHRE



WINDOWS



ANODIZED
FRAMES
(BRONZE)



SPLIT FACE
MASONRY BLOCK

MATERIAL LIST-EACH ELEVATION:

1. STUCCO (PAINTED)
2. METAL CLAD PARAPETS
3. SPLIT FACE MASONRY BLOCK
4. GLASS

TUCSON KOI & CACTUS
7776 N. ORACLE ROAD
ORO VALLEY, AZ

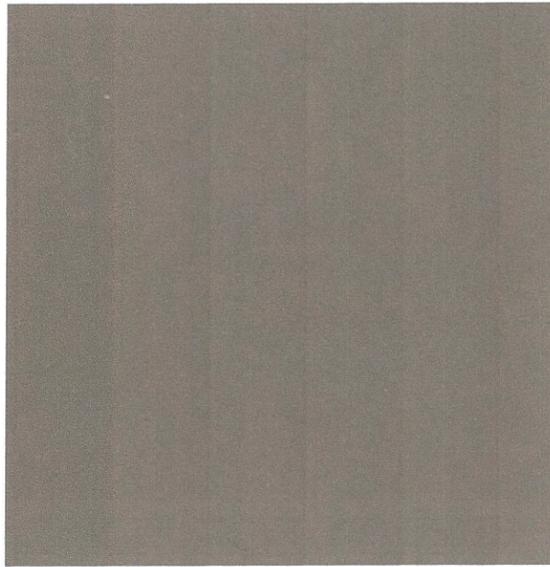
SOUTHWEST ENGINEERING

1670 N. KOLB RD. #144
TUCSON, AZ 85715
Phone (520) 615-7786
sahvouni.seorge@gmail.com

[Signature]

DATE: 07/07/15

COLORED
ELEVATIONS



MAIN STRUCTURE COLOR:

DUNN EDWARDS: DE 6217
ANCIENT EARTH



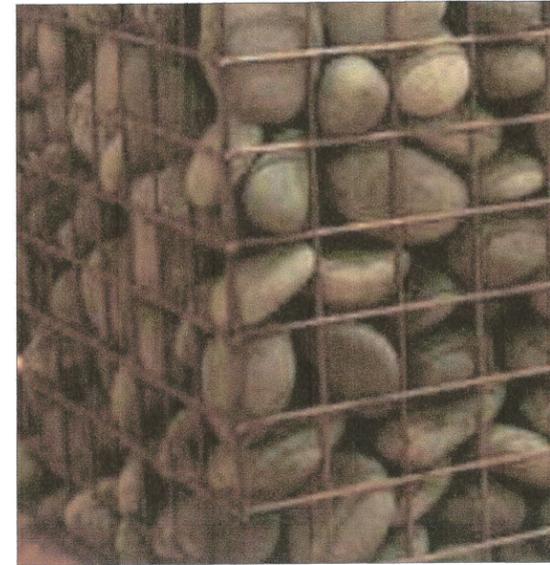
MASONRY COLUMNS

SPLIT FACE MASONRY
NATURAL GREY



METAL DETAILS

METAL PANELS
RUSTED METAL



GAMBION WALLS

RIVER ROCK IN RUSTED
METAL GAMBION CAGES



WINDOW FRAME COLOR:

BRONZE ANODIZED ALUMINUM



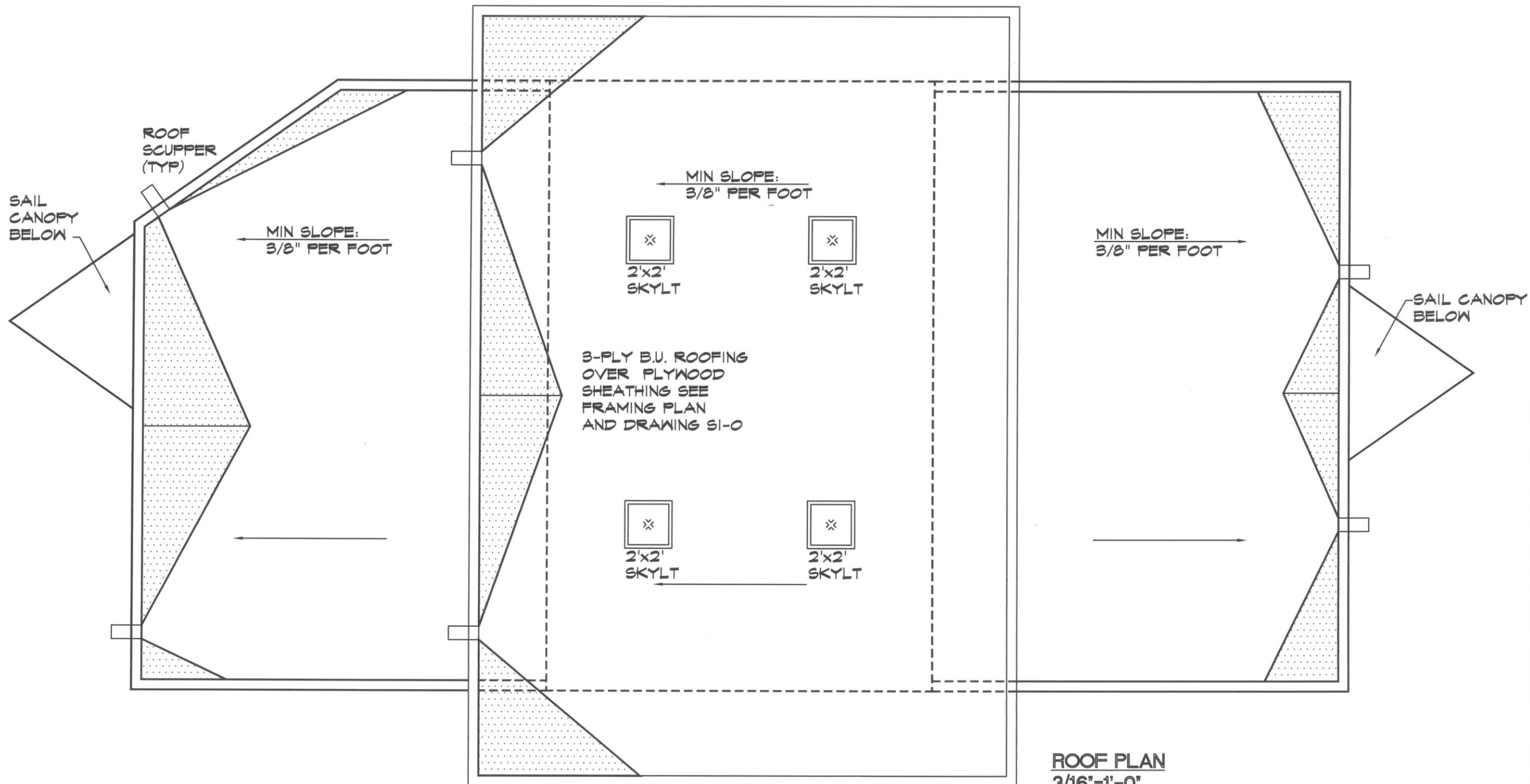
OVERHEAD DOOR (STYLE ONLY-COLOR ANODIZED BRONZE)

TUCSON KOI & CACTUS
7776 N. ORACLE ROAD
ORO VALLEY, AZ

SOUTHWEST ENGINEERING
1670 N. KOLB RD. #144
TUCSON, AZ 85715
Phone (520) 615-7786
sahvouni.george@gmail.com

DATE: 07/07/15

COLOR &
MATERIAL
PALETTE



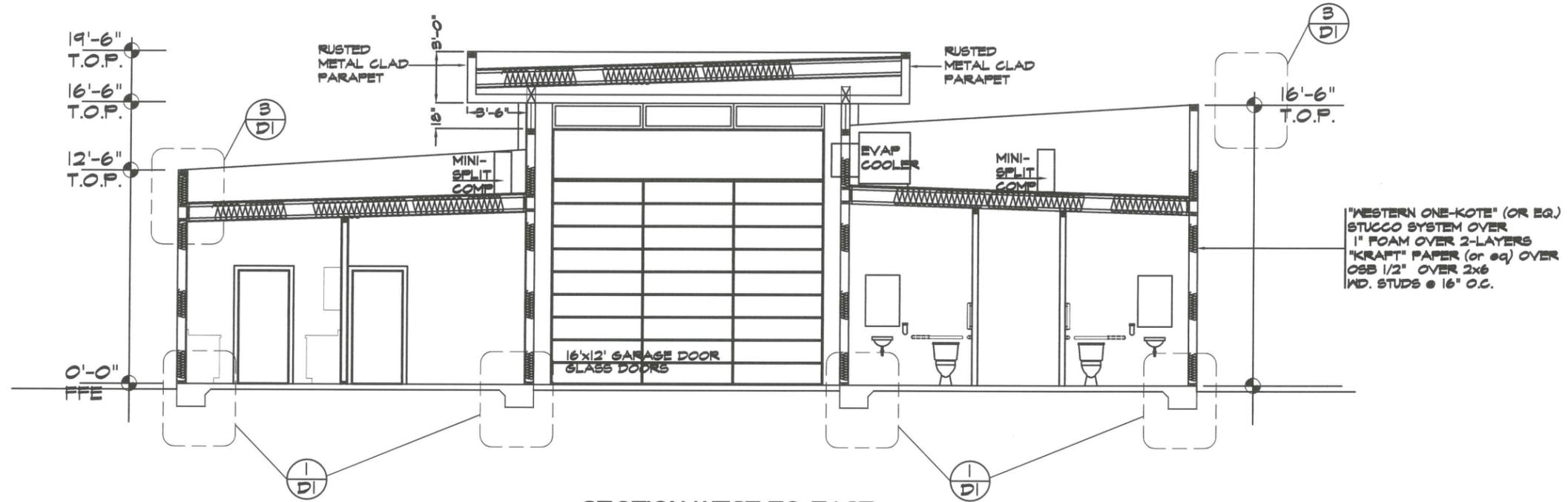
ROOF PLAN
3/16"=1'-0"

TUCSON KOI & CACTUS
7776 N. ORACLE ROAD
ORO VALLEY, AZ

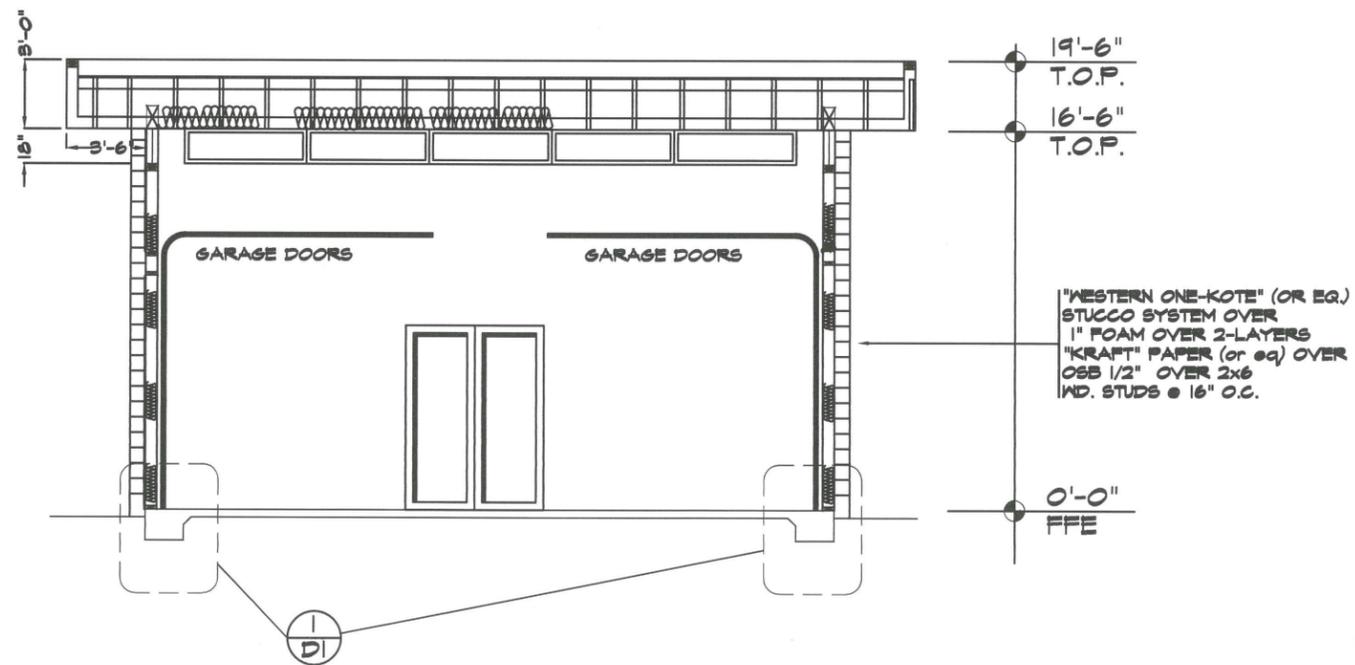
SOUTHWEST ENGINEERING
1670 N. KOLB RD. #144
TUCSON, AZ 85715
Phone (520) 615-7786
sahyouni.george@gmail.com

DATE: 07/07/15

ROOF PLAN



SECTION WEST TO EAST
1/8"=1'-0"



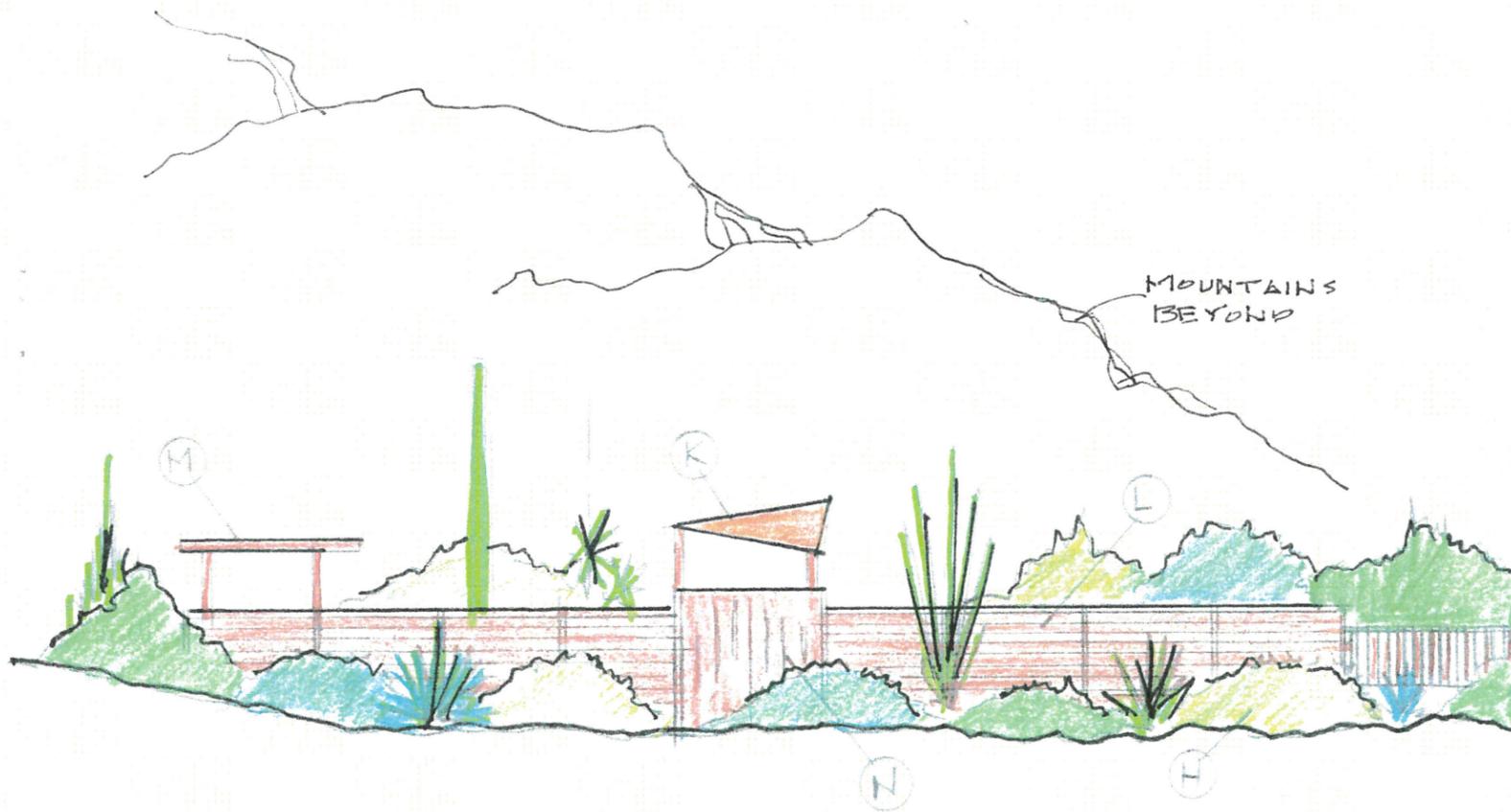
SECTION NORTH TO SOUTH
1/8"=1'-0"

TUCSON KOI & CACTUS
7776 N. ORACLE ROAD
ORO VALLEY, AZ

SOUTHWEST ENGINEERING
1670 N. KOLB RD. #144
TUCSON, AZ 85715
Phone (520) 615-7786
sahyouni.george@gmail.com

DATE: 07/07/15

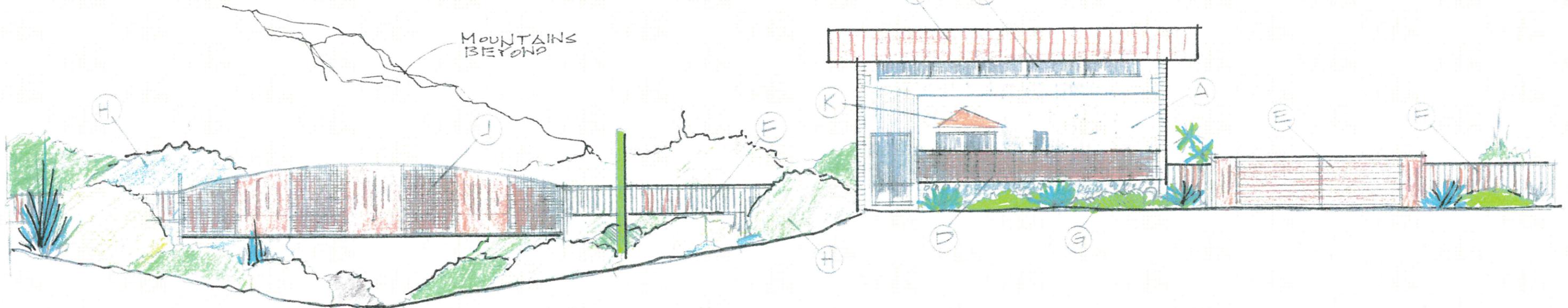
SECTIONS



Oracle Road Elevation of North Side of Project

SITE WALL AND HARDSCAPE KEY NOTES:

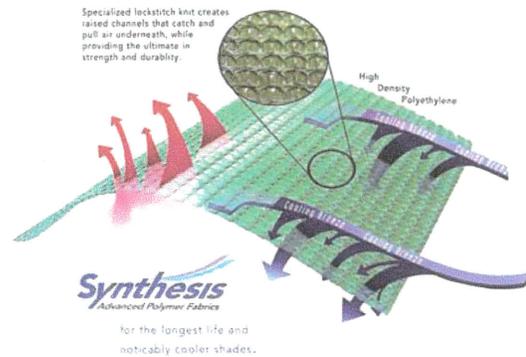
- A: Proposed building with stucco and split face block walls.
- B: Rust patina metal roof panels.
- C: Clear story windows.
- D: Perforated metal panels on gabion wall.
- E: Rust finish corrugated metal and slatted metal panel gate.
- F: Open rail fencing.
- G: Landscape plant material.
- H: Existing natural vegetation.
- J: Metal bridge with perforated and slatted metal panels.
- K: Sail shade canopy.
- L: Rust finish corrugated metal fencing.
- M: Metal lattice canopy beyond.
- N: Rusted patina slatted metal panels.



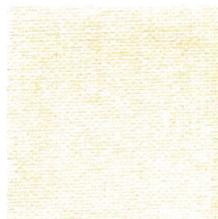
Oracle Road Elevation of South and Center of Project

Tucson Koi & Cactus Oracle Road Elevation

- Heavy duty, professional grade architectural shade fabric for tensioned structures and other shade applications.
- Made from UV stabilized HDPE monofilament and tape yarns.
- Specialized lock stitch knit for more air movement and better channeling of cooling breezeways.
- Constructed to block up to 98.8% of harmful UV sun rays.
- Heat set for ease of fabrication and to limit shrinkage.
- Tear resistant and will not crack, rot or fade.
- 10 year manufacturer's warranty against UV degradation.
- Recyclable.



Fabric Color Options



Natural
#445003



COLOR CHOICE
#1

Desert Sand
#444983



Yellow
#445072



COLOR CHOICE
#2

Cayenne
#445058



COLOR CHOICE
#3

Deep Ochre
#444990



Cherry Red
#444976



Charcoal
#444969



Steel Grey
#445041



Navy Blue
#445010



Turquoise
#445065



Aquatic Blue
#444938



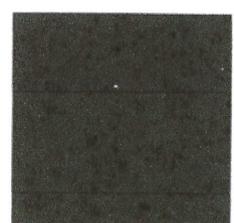
Sky Blue
#445034



Rivergum
#445027



Brunswick Green
#444952

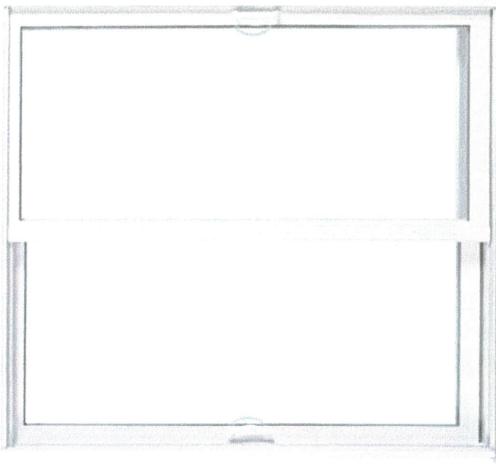


Black
#444945

Colors are representative only. Small variations in color should be anticipated and are within commercial tolerances.

Synthesis® and Commercial 95™ are registered trademarks of Gale Pacific Limited. All rights-reserved.

SLIDING PATIO DOORS—MULTI-TRACK DOORS



Built-in pockets house optional supports to withstand highest wind zones



Heavy duty stainless steel tandem rollers provide smooth, effortless and long-lasting operation



Premium Aluminum sliding patio doors from JELD-WEN® frame the natural beauty of the environment while keeping the harsh elements where they belong—outside. For beautiful and reliable aluminum patio doors that withstand the rigors of any climate—hot or cold, wet or dry, choose JELD-WEN.

Standard Features

- Color: White, Clear, Anodized, Bronze, Anodized
- 6" box frame for 2-track system
- 1" Low-E insulating tempered glass
- High-quality weatherstrip for a tighter seal
- Dual-point mortise lock for increased security
- Color matching handle set
- Deluxe fiberglass Charcoal insect screens with frames that match color of unit*
- Heavy duty stainless steel tandem rollers with precision bearing for effortless operation

Optional Features

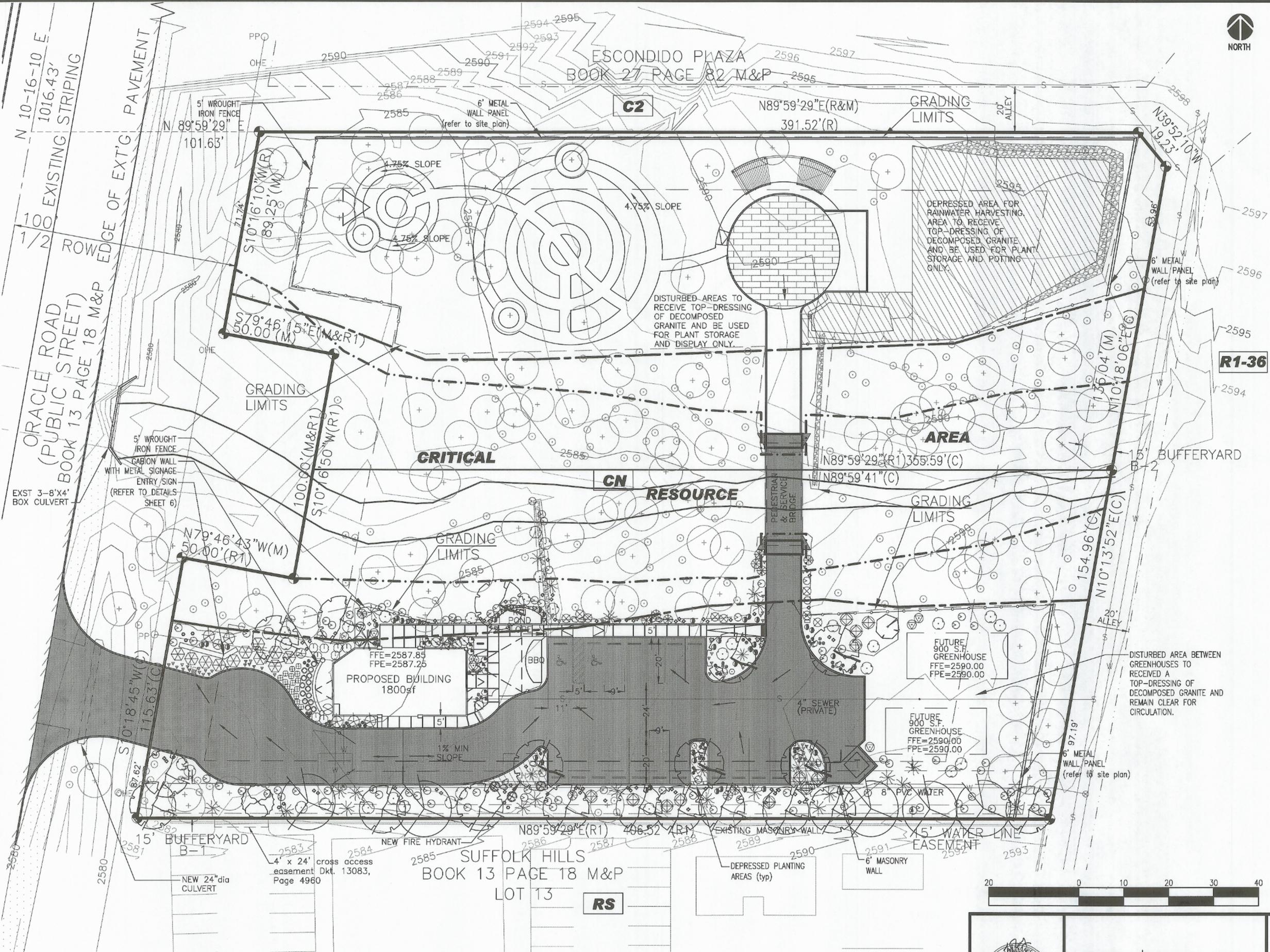
- Frame: 8-3/16" for 3-track systems
- Glass options include 1" clear insulating tempered Low-E, tempered tinted, tempered obscure
- Grilles between the glass (GGG) available with 5/8" flat or 1" contour grilles

*Insect screens are intended to allow air and light in while keeping insects out. They are not intended to stop children from falling through an open door or window. For safety screens or other security devices, contact your local building supply retailer.



PLANT LEGEND

TREES	
SYMBOL	BOTANICAL NAME COMMON NAME
	Acacia constricta Whitethorn Acacia
	Parkinsonia florida Blue Palo Verde
	Parkinsonia microphylla Foothills Palo Verde
	Prosopis velutina Velvet Mesquite
	Ziziphus obtusifolia Greythorn
	Existing Tree Preserve in Place
SHRUBS + ACCENTS	
SYMBOL	BOTANICAL NAME COMMON NAME
	Agave americana Century Plant
	Agave parryi 'Truncata' Artichoke Agave
	Aloe ferox Aloe spp
	Brahea armata Mexican Blue Palm
	Calliandra eriophylla Pink Fairy Duster
	Carnegiea gigantea Saguaro
	Chamaecyparis humilis Med. Fan Palm
	Dalea frutescens Black Dalea
	Dasylirion gracitico Green Desert Spoon
	Echinocactus grusonii Golden Barrel Cactus
	Echinocactus grusonii Golden Barrel Clusters
	Echinocactus grusonii Golden Barrel Crested
	Echinocereus stramineus Haystack Hedgehog
	Encelia farinosa Brittlebush
	Feroacactus gracilis Fire Barrel Cactus
	Feroacactus wislizeni Fishhook Barrel Cactus
	Fouquieria splendens Ocotillo
	Hesperaloe funifera Giant Hesperaloe
	Hesperaloe parviflora Brakelights Red Yucca
	Lophocereus shottii Senita Cactus
	Nolina microcarpa Bear Grass
	Penstemon spp Assorted Penstemon
	Salvia clevelandii Cleveland Sage
	Simmondsia chinensis Jojoba
	Trichocereus spp Trichocereus
	Verbena goodingii Gooding's Verbena
	Yucca aloifolia Spanish bayonet Yucca
	Yucca faxoniana Spanish Dagger
	Yucca rigida Blue Yucca
	Yucca rostrata Beaked Yucca
	Yucca schottii Mountain Yucca
	Yucca spp Multi-Head Yucca spp
	Boulder
	Water Harvesting Area



LANDSCAPE PLAN

NOTES:

- All disturbed areas and new planting areas to receive a top-dressing of 2" decomposed granite.
- Owner to specify size and color of granite top-dressing.

NO.	REVISION	BY	DATE



WHEAT DESIGN GROUP
 LANDSCAPE ARCHITECTS
 500 N. TUCSON BLVD, SUITE 150 | TUCSON ARIZONA 85716
 T: 520 884 7911 | WWW.WHEATDESIGNGROUP.COM

LANDSCAPE PLAN
 FOR
TUCSON KOI AND WATER GARDENS
 Parcel # 225-51-011A through 225-51-012A
 Portion of Section 36 T. 12 S., R 13 E, G&SRBMM, Town of Oro Valley, Pima County, AZ
 CASE NUMBER:
OV150101
 Scale: 1"= 20'
 Contour Interval: 1'
 Date Revised: 05/10/16
 PAGE 3 OF 11

DESIGNED BY: CJD/DM, DRAWN BY: CJD/DM, CHECKED BY: LR/HF, JOB NO. 15701

REFERENCE: OV814-001, OV914-001, OV113-031



Conceptual Architecture Conceptual Design Review Board Staff Report

PROJECT: Tucson Koi & Cactus Gardens

CASE NUMBER: OV1501011

MEETING DATE: June 14, 2016

AGENDA ITEM:

STAFF CONTACT: Michael Spaeth, Senior Planner
mspaeth@orovalleyaz.gov, (520)229-4812

Applicant: Daniel Tessone, Tucson Koi & Water Gardens

Request: Conceptual Architecture

Location: West side of Oracle Road, approximately ¼-mile south of Magee Road

Recommendation: Recommend approval of the requested Conceptual Architecture

SUMMARY:

The purpose of this request is to consider Conceptual Architecture (Attachment 1) for the Tucson Koi & Water Gardens store proposed on the east side of Oracle Road, approximately ¼-mile south of Magee Road (see Location Map - Attachment 2).

The Final Site Plan (Attachment 3) for the proposed store has been previously approved which includes the following elements:

- One approximately 1,800 sq. ft. store/showroom
- Walking trails and shaded seating throughout the nursery
- Koi pond for sale of fish
- Plant loading area
- Vehicle/Pedestrian bridge spanning the existing wash that bisects the property
- Parking

The proposed architecture represents a modern southwest design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with rusted metal roof, split face masonry block accents and a prominent tower element.

The proposed architecture has been reviewed and is in conformance with the Design Principles and applicable Design Standards and staff is recommending approval.

BACKGROUND:

Existing Site Conditions

- 2.8 acres
- Zoning: C-N (Neighborhood Commercial)
- Vacant

Proposed Improvements

- 1,800 sq. ft. building/showroom
- Design: modern southwest style architecture

Approvals to Date

- 2014: Rezoning approved from R-S (Residential Services) to C-N (Neighborhood Commercial)
- 2016: Final Site Plan, Landscape and Irrigation Plan, and Rainwater Harvesting Plan approved.

DISCUSSION / ANALYSIS:

The following is a list of the applicable Design Principles (*in italics*) followed by staff commentary.

Conceptual Architectural Design Review Principles-Zoning Code Section 22.9.D.5.b

- *Section 22.9.D.5.b.i: “Design: building architectural design shall be appropriate for the climate and characteristics of the Sonoran Desert, including indigenous and traditional textures, colors, and shapes found in and around Oro Valley. All development shall maintain and strengthen the high quality of design exemplified in Oro Valley through project creativity and design excellence.”*

The proposed architecture represents a modern southwest style that incorporates desert tones, hues and materials. Specifically, the predominant external stucco material will be painted a deep earth tone color with various accent materials including split-face masonry block, rusted metal roofing and shade sail canopies.

Secondarily, the design incorporates “roll-up” doors, oriented north and south, which create a breezeway during operating hours, a feature appropriate for the Sonoran Desert climate.

Lastly, the design utilizes sleek modern lines with varying roof planes, including a prominent tower feature, which will provide visual interest from Oracle Road.

- *Section 22.9.D.5.b.ii: “Scale, Height, and Mass: building scale, height and mass shall be consistent with the Town-approved intensity of the site, designated scenic corridors, and valued mountain views. Buildings shall be designed to respect the scale of adjoining areas and should mitigate the negative and functional impacts that arise from scale, bulk and mass.”*

The height and mass of the proposed building are appropriate to the area and will result in an appropriately scaled development. The proposed building height (18 feet) is compatible with the adjacent commercial development. Furthermore, the subject property sits slightly lower than the commercial development to the north and residential development to the east, further reducing any potential visual impacts.

Additionally, though the property is not officially within the Oracle Road Scenic Corridor Overlay District (ORSCOD), the site is in a highly visible location that could have an impact on the mountain views to the east. The proposed architecture takes this into account by limiting the building height to 18 feet and using predominantly earth tones and colors, both of which will help limit the impact on existing view corridors.

- *Section 22.9.D.5.b.iii: “Façade Articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to, overhangs, trellises, projections, awnings, insets, material, and texture shall be used to create visual interest that contributes to a building’s character.”*

The proposed architecture provides significant façade articulation through the use of several elements, including:

- Varied roof and wall planes
 - Tower features
 - Roof corncing
 - Window “eyelets”
 - Varied materials, including masonry block and rusted metal
 - Shade sail canopies
- *Section 22.9.D.5.b.vi: “Screening: building design and screening strategies shall be implemented to conceal the view of loading areas, refuse containers, mechanical equipment, appurtenances, and utilities from adjacent public streets and neighborhoods.”*

The proposed refuse collection areas and plant storage facilities will all be enclosed within architecturally consistent screen walls and fencing. These areas will not be visible from adjacent roadways or residential developments.

Design Standards Analysis

The proposed models are in conformance with the Design Standards by providing significant façade articulation, roofline variation, a varied color and material palette,

surface articulations and design elements which are consistent with the modern southwest style architecture.

CONCLUSION/RECOMMENDATION:

The proposed architecture incorporates elements of modern southwest style architecture which is compatible with the surrounding area. The proposed architecture is in conformance with the Zoning Code including Design Principles and applicable Design Standards.

It is recommended that the Conceptual Design Review Board take the following action:

Recommend approval of the requested Conceptual Architecture to Town Council.

SUGGESTED MOTIONS:

I move to recommend approval based on the finding that the request is in conformance with the Design Principles and Design Standards in the Zoning Code.

OR

I move to recommend denial of the Conceptual Architecture, finding it does not meet _____.

ATTACHMENTS:

1. Application
2. Location Map
3. Approved Final Site Plan

Bayer Vella, AICP Planning Manager

**DRAFT MINUTES
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD
REGULAR SESSION
JUNE 14, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Chair Eggerding called the Conceptual Design Review Board Regular Session to order at 6 pm.

ROLL CALL

PRESENT:

Dick Eggerding, Chair
Bruce Wyckoff, Vice Chair
Nathan Basken, Member
Sarah Chen, Member
Kit Donley, Member
Jacob Herrington, Member
Hal Linton, Member

ABSENT:

None

ALSO PRESENT:

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

PLEDGE OF ALLEGIANCE

Chair Eggerding led the Members of the Board and Audience in the Pledge of Allegiance.

4. DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR CONCEPTUAL ARCHITECTURE FOR THE TUCSON KOI AND WATER GARDENS DEVELOPMENT LOCATED EAST OF ORACLE ROAD, APPROXIMATELY ONE-QUARTER MILE SOUTH OF MAGEE ROAD, OV1501011.

Michael Spaeth, Senior Planner, provided a staff report which included the following information:

Purpose - Conceptual Architecture
Location Map
Approved Site Plan
Conceptual Architecture
Summary/Recommendation

Daniel Tessone - Tucson Koi & Cactus Representative and Greg Stemmons - Design Team Head, provided a brief overview of the project layout and goals for the board and members of the audience.

MOTION: A motion was made by Jacob Herrington, Member and seconded by Kit Donley, Member to recommend approval of OV1501011.

MOTION carried, 7-0.

ADJOURNMENT

The meeting was adjourned at 7:03 pm.



Town Council Regular Session

Item # F.

Meeting Date: 07/06/2016

Requested by: Bayer Vella

Submitted By: Chad Daines, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Approval of Conceptual Public Art for the Kneaders Bakery and Cafe, located on the northeast corner of Linda Vista Boulevard and Oracle Road

RECOMMENDATION:

The Conceptual Design Review Board has recommended approval.

EXECUTIVE SUMMARY:

The purpose of this request is to consider Conceptual Public Art for the Kneaders Bakery and Cafe, located on the northeast corner of Linda Vista Boulevard and Oracle Road (Attachment 1). To meet the public art requirement, the applicant has hired artist Steven Derks to create an abstract metal sculpture (Attachment 2).

The proposed artwork will be installed in the center of a curbed traffic turnaround at the main entrance into the commercial and apartment development. A site plan showing the proposed art location is included as Attachment 3.

The Conceptual Design Review Board has recommended approval, based on the finding that the proposed artwork meets the Town's 1% Public Art requirement and is consistent with the Town's Design Principles and Design Standards.

BACKGROUND OR DETAILED INFORMATION:

The Kneaders Bakery and Cafe is a partially constructed development consisting of a 4,000 square foot building. The project is nearing completion and the proposed art is necessary to meet the Town's 1% Public Art requirement. The proposed artwork conforms to the Design Principles and Standards in the Zoning Code.

Approvals-to-Date

- 2012: Property rezoned Planned Area Development – Commercial & Multi-family
- 2015: Approval of Conceptual Design and Conditional Use Permit for restaurant

Conceptual Public Art Summary

Based on the project valuation, a call for artist process is not required, but the artist must reside and work in southern Arizona. The applicant partnered with Southern Arizona Arts and Cultural Alliance and reviewed the portfolios of over eight (8) tenured artists. The final public art contract was awarded to Tucson based artist, Steven Derks.

Below is information on the proposed artwork and art budget.

- Install one (1) freestanding sculpture in curbed traffic turn around
 - Dimensions: 11' x 4.33' (height and width)
 - Materials: Mild steel
 - Colors: Rusted/weathered surface
 - Cost of artwork: \$8,900
- Installation and administration fees: \$5,500
- Building permit valuation: \$883,799
- Required art budget: \$8,838
- Total provided art cost: \$14,400

A detailed analysis regarding conformance of the proposed Conceptual Public Art design in relation to the Design Principles and applicable Design Standards is provided in the attached CDRB staff report (Attachment 4).

Conceptual Design Review Board Review

The Conceptual Public Art was considered by the Conceptual Design Review Board (CDRB) at their June 14, 2016 meeting. The topics of discussion included future artworks in the center, timing of development, materials and maintenance. The CDRB found the Conceptual Public Art to be in conformance with the applicable Design Principles and Standards, and has recommended approval.

A copy of the draft CDRB minutes are included as Attachment 5.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Conceptual Public Art for the Kneaders Bakery and Cafe, based on the finding that the proposed public artwork is consistent with the Design Principles and Design Standards.

OR

I MOVE to deny the Conceptual Public Art for the Kneaders Bakery and Cafe, as it does not meet _____.

Attachments

Attachment 1 - Location Map

Attachment 2 - Applicant Submittal

Attachment 3 - Site Plan

Attachment 4 - CDRB Staff Report

Attachment 5 - CDRB Minutes



LOCATION MAP

KNEADERS BAKERY AND CAFÉ (OV1601150)



Proposed Art Sculpture



Photo Simulation



TOWN OF ORO VALLEY
DEVELOPMENT & INFRASTRUCTURE SERVICES DEPARTMENT
11000 N. LA CANADA DRIVE, ORO VALLEY, AZ. 85737
PHONE: (520) 229-4800 FAX: (520) 742-1022
www.orovalleyaz.gov/dis

1.2 GENERAL APPLICATION FORM

Office Use Only
OV Case #: _____

Application Type:

- | | |
|---|--|
| <input type="checkbox"/> Major General Plan Amendment | <input type="checkbox"/> Final Plat |
| <input type="checkbox"/> Rezoning/PAD Amendment | <input type="checkbox"/> Pre-Application |
| <input type="checkbox"/> Planned Area Development | <input type="checkbox"/> Zoning Verification |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Sign Criteria |
| <input type="checkbox"/> Zoning Code Amendment | <input type="checkbox"/> Sign - PAD Exemption |
| <input type="checkbox"/> Conceptual Site Plan | <input type="checkbox"/> Master Sign Program |
| <input checked="" type="checkbox"/> Conceptual Public Art | <input type="checkbox"/> Communication Facility - Tier 1 and 2 Minor |
| <input type="checkbox"/> Conceptual Architecture | <input type="checkbox"/> Communication Facility - Major |
| <input type="checkbox"/> Final Site Plan | <input type="checkbox"/> Revised Development Plan |
| <input type="checkbox"/> Conceptual Landscape Plan | <input type="checkbox"/> Other _____ |

Subject Property Information:

Address: 9750 N. Oracle Rd. Parcel/TaxCode: _____
Subdivision / Commercial Center Name: The Shoppes at Linda Vista Trail
Book / Page or Sequence Number _____ Lot Number(s) _____
Legal Description: _____
Section/Township/Range _____ Area of Property _____
Existing Land Use: Commercial. Proposed Land Use: Commercial

Applicant Information:

* If more than one, attach list

Applicant *:

Name: Ross Rulney. Firm: Boulder Oro Valley, LLC
Address: P.O. Box 43426. City: Tucson State: AZ. Zip: 85733
Telephone: 520.850.9300. Fax: _____ Email: rossrulney@gmail.com

Property Owner(s) if different from Applicant *:

Name: _____ Firm: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

Consultant: _____ (Discipline)

Name: _____ Firm: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Email: _____

KNEADERS BAKERY & CAFE

Town of Oro Valley Conceptual Stage Public Art Submittal

KNEADERS BAKERY & CAFÉ 9750 N. Oracle Rd. Oro Valley AZ 85737

PROJECT DESCRIPTION

This project consists of the construction of a 4,050 sq. ft. commercial restaurant, Kneaders Bakery & Café. This restaurant concept specializes in scratch baked goods including sandwiches, salads, pastries and more. The building exterior will consist of a stucco finish with brick and stone surrounding the building and a desert color palette. The site has been designed to promote ingress and egress circulation for patrons visiting the store or surrounding businesses. Adequate parking will be included on site. The site will also include an outdoor seating area with umbrellas and misters. The building height will comply with the area development requirements.

KNEADERS BACKGROUND

In 1997, Gary and Colleen Worthington took a simple concept – artisanal European hearth breads, made from scratch – and revolutionized the bakery & café concept. They opened their first Kneaders Bakery & Café in Orem, Utah, where they used that concept and served freshly-baked breads and a handful of pastries and soups. They quickly realized that their amazing bread would make really amazing sandwiches, and embarked on a mission to develop a unique menu which would provide their customers with a variety of fresh-made and wholesome options. They began slow-roasting turkey breasts overnight and hand pulling them each morning to create delicious sandwiches on their signature breads. Today, each restaurant slow-roasts between 100-250 lbs of turkey breast every day which is hand-pulled and served on our sandwiches and salads. The award-winning fast-casual restaurant also serves over 12 varieties of scratch-made bread, 42 pastries, as well as a number of hearty soups. Kneaders Bakery & Café made charitable giving a priority early on, partnering with local non-profit organizations to feed the needy in our communities. Since then, the company has become the title sponsor for the American Fork Canyon Run Against Cancer and has developed programs to raise funds for children’s hospitals in our local communities. Still headquartered in Orem, Utah, Kneaders Bakery & Café boasts 47 corporate owned and franchised locations in six western states..

ARTIST SELECTION: PROCESS

With a total construction budget 1% for Public Art requirement, the Kneaders development total required budget remained under the \$10,000 requirement for a Call to Artists. Ross Rulney (developer for the project) partnered with the Southern Arizona Arts and Cultural Alliance to review the portfolios of over 8 tenured public artists. After review of the breadth and portfolio of works, as well as in-person meetings, artist Steven Derks was selected as the artist for the project. After careful consideration, metal sculpture, Steven Derks, was selected as the principle artist.

ARCHITECTURAL CHARACTER DESCRIPTION

The proposed location of the sculpture is adjacent to the Kneaders building, located at the main entrance of the development. The sculpture will be freestanding at the center of the large curbed and walled traffic turnaround at the main entrance. This location is isolated from pedestrian car traffic and is proportionately positioned for the site. The design is a geometric formal construction that will reflect the convergence of the manmade and the natural environment. The rusted or weathered surface will reinforce that convergence, and provide a maintenance free work of art. Rust on mild steel is easy repaired if the sculpture is vandalized or damaged.

This freestanding formalist abstract rusted steel sculpture will stand 132 inches high and 52 inches wide (see drawing attached). The artwork will be constructed from 1/4" mild steel and will be finished with a weathered (rusted) finish. The elements will be hollow form constructed and be reinforced with internal gussets. The base plate will be one inch thick plate affixed to a concrete slab (provided by developer). The base hardware will be one half inch hardened steel anchors.

PUBLIC ART COMPLIANCE STATEMENT / SAFETY

A statement addressing compliance with each of the review criteria specified in the Oro Valley Zoning Code Section 27.3.G (Review Criteria) Provide a narrative depicting the installation of the artwork, how the artwork will be protected, and provide for public safety. Please submit a graphic if necessary.

The Artist proposes to design, fabricate and install a mild steel sculpture commissioned by Ross Rulney & Boulder Oro Valley, LLC. for the Canyons at Linda Vista Trail (9750 N. Oracle Rd.).

The proposed location of the sculpture is freestanding at the center of the large curbed and walled traffic turnaround at the main entrance. This location is isolated from pedestrian car traffic and is proportionately positioned for the site. The design is a geometric formal construction that will reflect the convergence of the manmade and the natural environment. The rusted or weathered surface will reinforce that convergence, and provide a maintenance free work of art. Rust on mild steel is easy repaired if the sculpture is vandalized or damaged. I Attached are examples of over twenty years my rusted steel sculptures in public settings.

The sculpture will complement the architectural elements used in this project. I envision a work of art that seamlessly integrates into the man made environment yet complements the natural environment. The elements of the artwork are basic geometric forms that have a broad appeal. The design and construction and placement will conform to the Oro Valley Public Art Zoning Codes.

The artwork will be constructed from 1/4" mild steel and will be finished with a weathered (rusted) finish. The elements will be hollow form constructed and be reinforced with internal gussets. The base plate will be one inch thick plate affixed to a concrete slab. The base hardware will be one half inch hardened steel anchors. All fabrication will be completed in house (801 N. Main Ave Tucson AZ.) and the welds will be certified.

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ART SCULPTURE

STEVEN DERKS—ARTIST

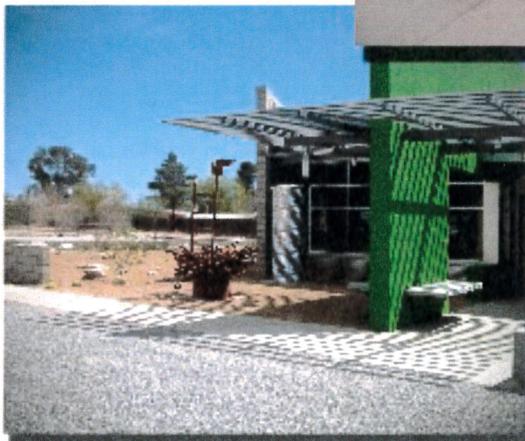
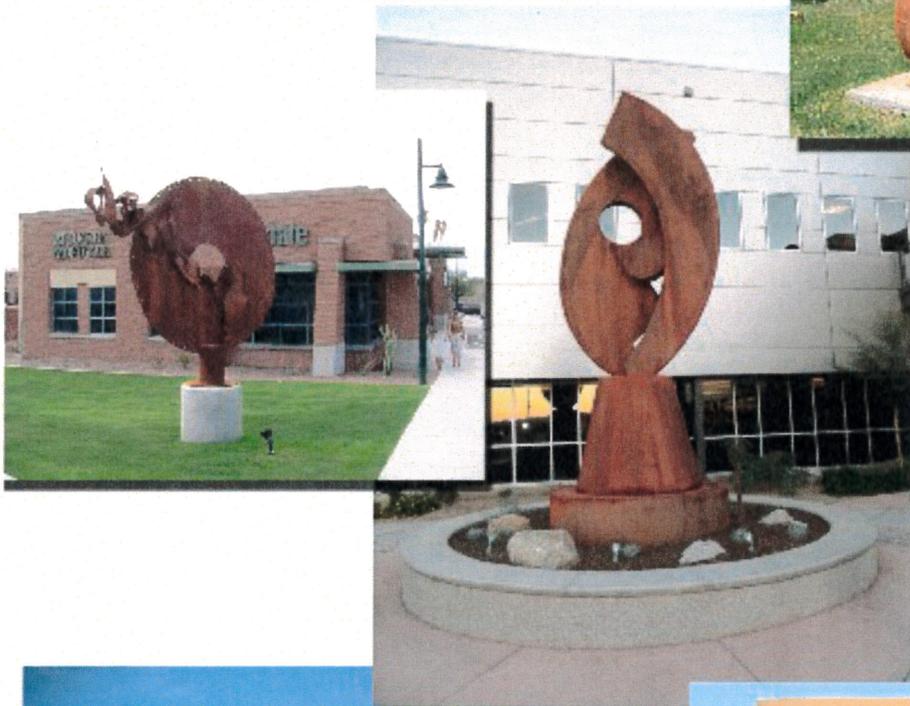
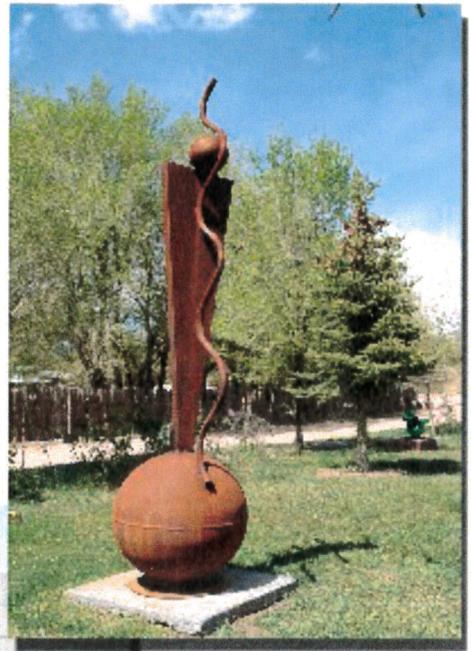
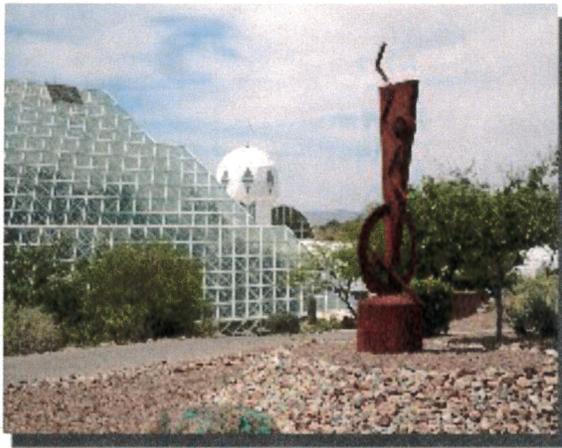
STEVEN DERKS

METAL ARTIST

Steven Derks has been creating sculpture in a variety of media including steel and bronze for over twenty-five years. Derks' sculpture has been exhibited in California, New Mexico, Colorado, Utah, Pennsylvania, and Arizona.

His work is in private collections in Washington,, New Mexico, Tennessee, Ohio, Colorado, California, Utah, Texas, Oregon, and Arizona; as well as international pieces in Spain, Mexico, Germany, France, England, and Canada. Derks corporate pieces are in Ohio, Washington, California, Tennessee, Washington, DC, Mexico and Arizona. Derks' public art works in the Tucson area include The Jewish Community center, AMCEP Metals, Beyond Bread, Big Brothers Big Sisters, Café Terra Cotta, caterpillar Corporation Memorial, Davis Bilingual School, DeGrazia Foundation, Dell Webb, Gallery Golf Resort, Hacienda Del Sol Resort, PACT for life, Bank of America (Phantom Project), Print Expressions Inc., RAS, Streich Lang, Switch and Data, Tucson Art District partnership, Tucson Botanical Gardens, Triumph Builders, Boran Properties, Tucson Museum of Art, and the UMC Cancer Center. Steven Derks also created a piece for former President Bill Clinton that sat in the Oval Office of the White House during his presidency. Steven Derks was a 1979 graduate of the Pima Community College of Arts and received business training with the Arizona Commission of the Arts in 1992 and through the Tucson Museum of Art in 1993.

Derks participated in an internship with Desert Crucible (Tucson) in 1995 and participated in the Tucson Museum of Art's Mentor Program in 1996. Derks received an honorary degree from the University of Arizona in 1999, the Tucson Arts District Partnership of the Year award in 2000 and the 2003 Arizona Governor's Arts Award. Derks was also the Artist in Residence within Biosphere II in 2008 and was part of the Pima Arts Council from 2011-2012.



Work Sample

ARTIST NARRATIVE: STEVEN DERKS

I propose to design, fabricate and install a mild steel sculpture commissioned by Ross Rulney & Boulder Oro Valley, LLC. for the Canyons at Linda Vista Trail (9750 N. Oracle Rd.).

The proposed location of the sculpture is freestanding at the center of the large curbed and walled traffic turnaround at the main entrance. This location is isolated from pedestrian car traffic and is proportionately positioned for the site. The design is a geometric formal construction that will reflect the convergence of the manmade and the natural environment. The rusted or weathered surface will reinforce that convergence, and provide a maintenance free work of art. Rust on mild steel is easy repaired if the sculpture is vandalized or damaged. I Attached are examples of over twenty years my rusted steel sculptures in public settings.

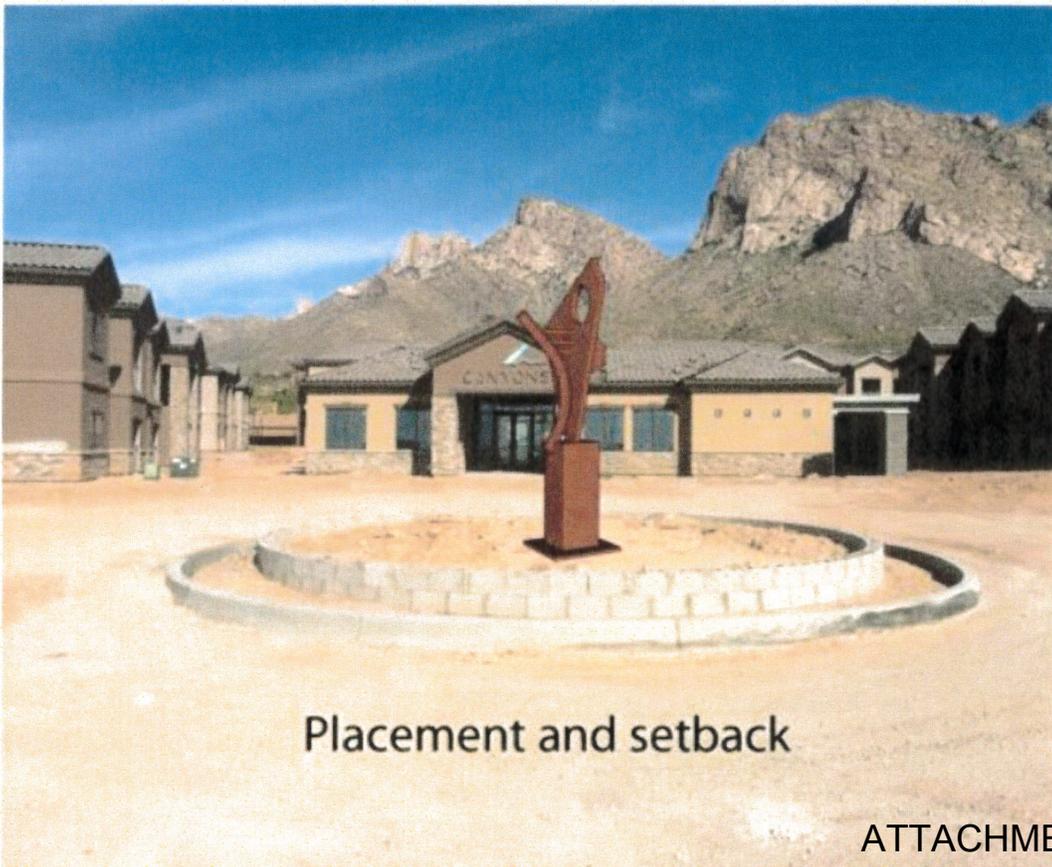
The sculpture will complement the architectural elements used in this project. I envision a work of art that seamlessly integrates into the man made environment yet complements the natural environment. The elements of the artwork are basic geometric forms that have a broad appeal. The design and construction and placement will conform to the Oro Valley Public Art Zoning Codes.

The artwork will be constructed from 1/4" mild steel and will be finished with a weathered(rusted) finish. The elements will be hollow form constructed and be reinforced with internalgussets. The base plate will be one inch thick plate affixed to a concrete slab. The base hardware will be one half inch hardened steel anchors. All fabrication will be completed in house (801 N. Main Ave Tucson AZ.) and the welds will be certified.

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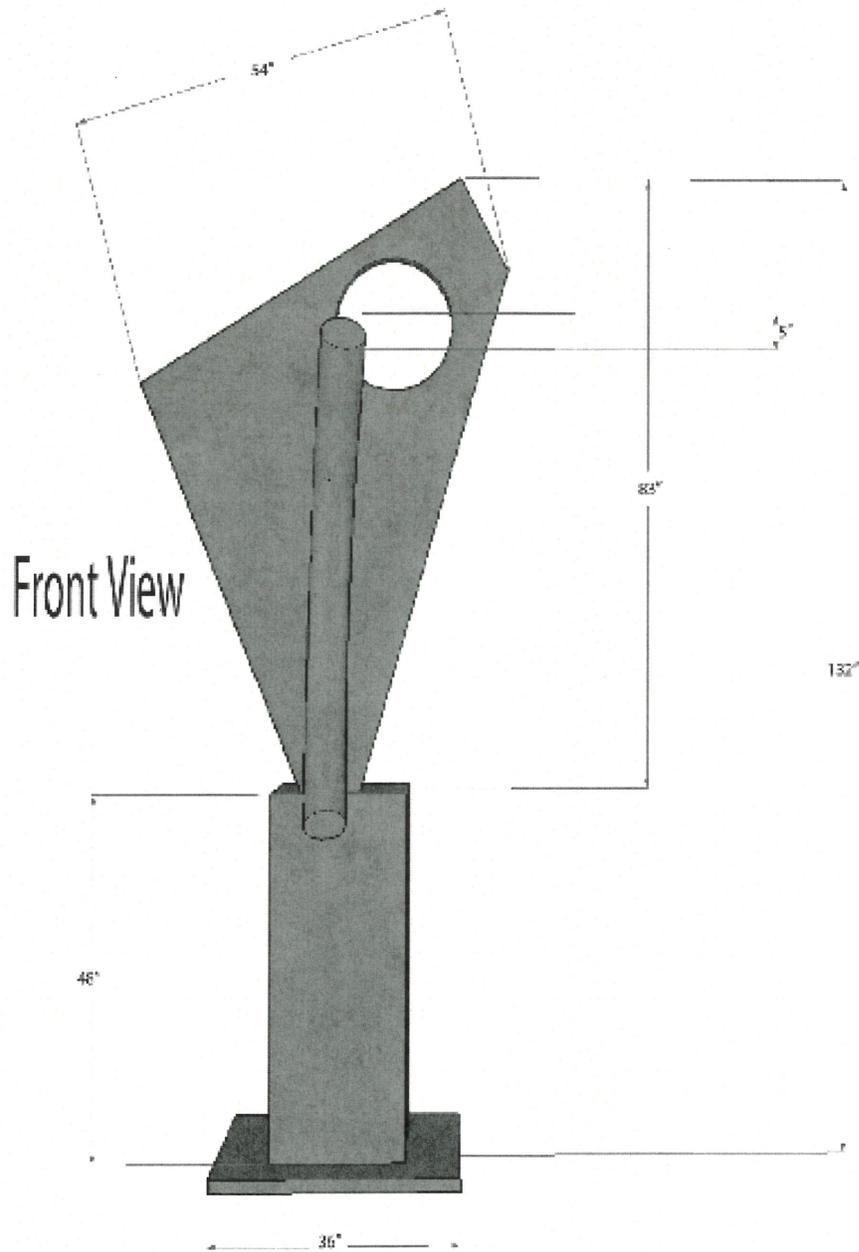
SAFETY AND MAINTENANCE

The proposed location of the sculpture is freestanding at the center of the large curbed and walled traffic turnaround at the main entrance. This location is isolated from pedestrian car traffic and is proportionately positioned for the site. The rusted or weathered surface will provide a maintenance free work of art. The plan is to assess the sculpture every five years to determine if there is any damage that needs to be addresses or a coat of clear coat must be applied. Rust on mild steel is easy repaired if the sculpture is vandalized or damaged.



Placement and setback

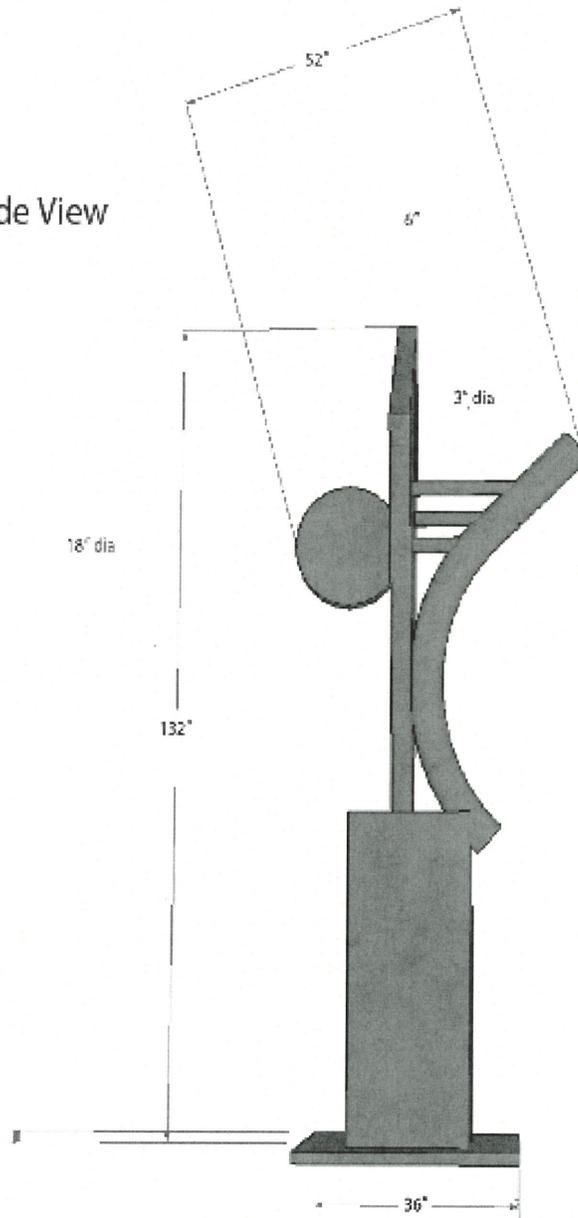
REV	DATE	REMARKS
-----	------	---------



	1	132 x 52 x 54	1'-1"	800 lbs	
	QTY	Size	Scale	Weight	REMARKS
DWN BY	Derks	JOB: Rulney Sculpture	JOB LOCATION: 9750 N. Oracle Rd Oro Valley AZ		JOB NO:
DATE:	4/6/16	DWG TITLE: Front View			

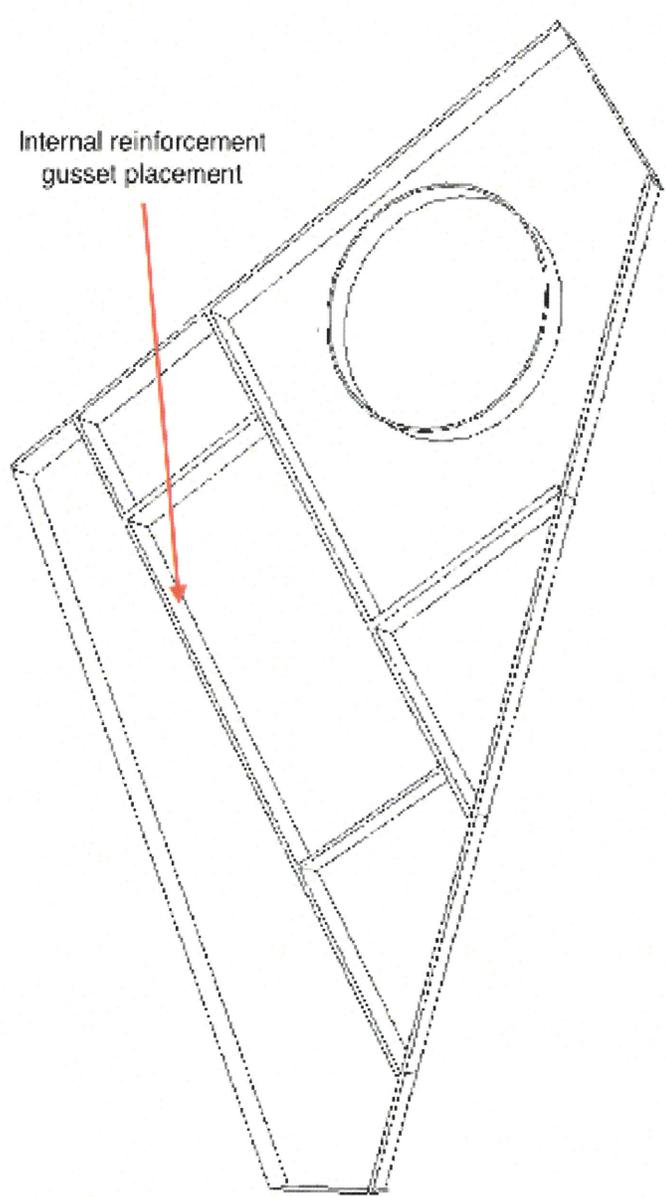
REV	DATE	REMARKS
-----	------	---------

Side View



	1	132 x 52 x 54	1'-1"	800 lbs	
	QTY	Size	Scale	Weight	REMARKS
DWN BY	Derks	JOB: Rulney Sculpture			JOB NO:
		JOB LOCATION: 9750 N. Oracle Rd Oro Valley AZ			
DATE:	4/6/16	DWG TITLE: side view			

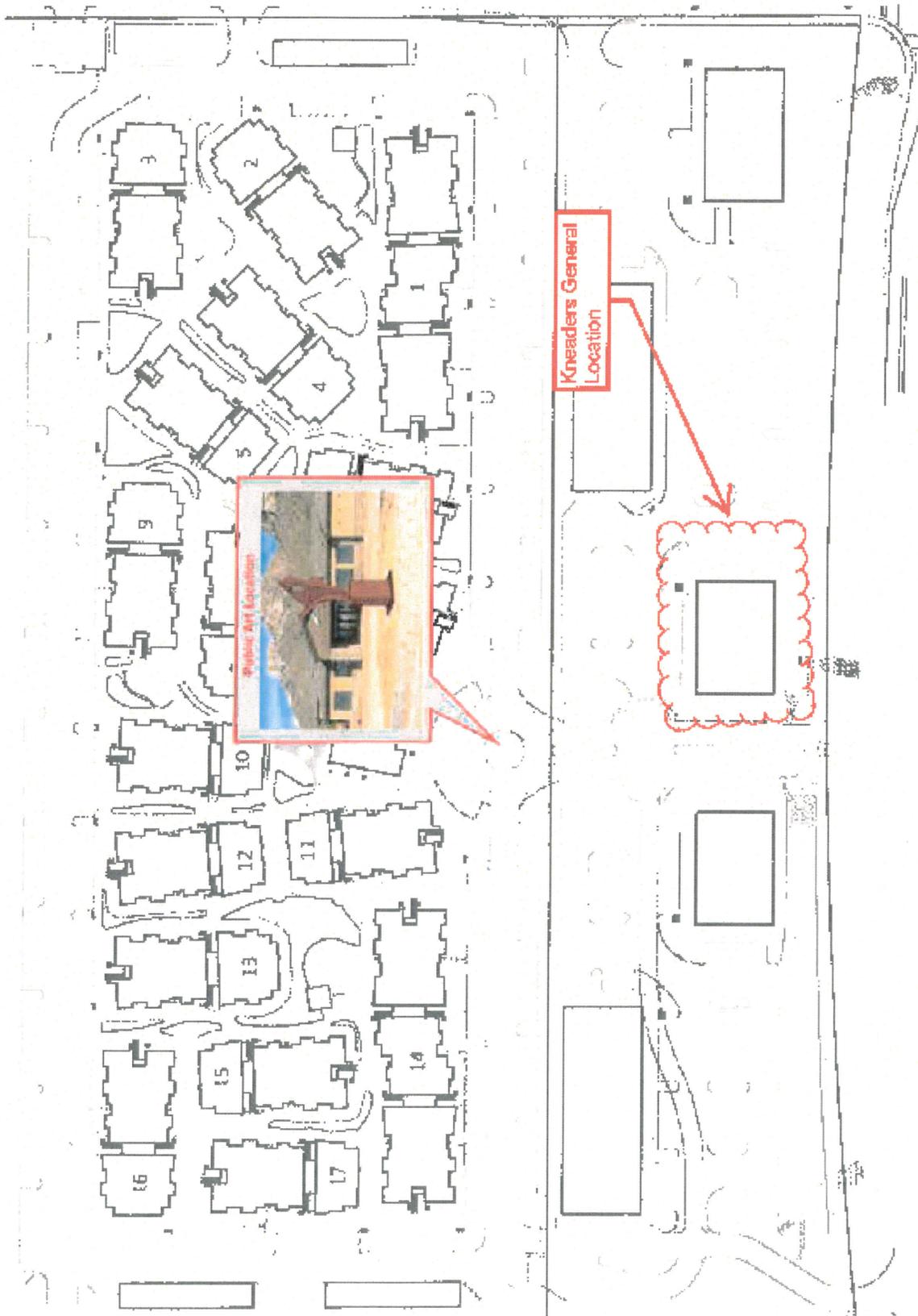
REV	DATE	REMARKS
-----	------	---------



	1	132 x 52 x 54	1'-1"	800 lbs	
	QTY	Size	Scale	Weight	REMARKS
DWN BY	Derks	JOB: Rulney Sculpture			JOB NO:
		JOB LOCATION: 9750 N. Oracle Rd Oro Valley AZ			
DATE:	4/6/16	DWG TITLE: side view			

LOCATION OF ARTWORK—SCULPTURE BY STEVEN DERKS

The artwork was originally to be located in the middle circle of the roundabout. Also, indicates exact parcel to be occupied by the Kneader Bakery & Café.





BUDGET

Kneaders Bakery & Café Sculpture: Steven Derks

Artist Design Fee	\$500.00
Administration...Meetings, Emails, Presentations, Bookkeeping	\$200.00
Sand Blasting	\$600.00
Fabrication Labor in House...Welding, Cutting, Layout, Shop Prep, Surface Prep	\$1800.00
Fabrication Outsource..Laser Cutting, Pipe Bending, Shearing, Rendering Fee	\$1400.00
Contingencies	\$800.00
Materials...Sheet Metal, Pipe, Hardware	\$1400.00
Engineering Structural	\$600.00
Transportation...Local travel to and from site, picking up materials and consumables, delivery to and From fabricator and sandblaster	\$300.00
Crane Service...Hook Crane	\$300.00
Insurance	\$100.00
Shop Costs...Safety Equipment, Electric, Rent, Storage	\$200.00
Self Employment Tax	\$200.00
Federal Income Tax	\$200.00
AZ Income Tax	\$100.00
<hr/>	
TOTAL EXPENSES	\$8,900.00

CONSTRUCTION BUDGET

OWNER SUPPLIED ITEMS		
Refrigeration	\$ 40,206.00	Standard Restaurant Supply
Polin Ovens	\$ 50,831.00	Probake
Griddle	\$ 4,220.00	Standard Restaurant Supply
Pan Washer	\$ 9,200.00	Douglas Machine Corporation
Total Building Shell	>>>>>> \$	104,457.00
BUILDING SHELL		
Framing	\$ 59,400.00	TILS
Roofing	\$ 36,600.00	Gilbert Roofing
Openings	\$ 27,840.00	TILS
Total Building Shell	>>>>>> \$	123,840.00
BUILDING MEPF		
Mechanical	\$ 36,112.00	Northwind
Electrical	\$ 124,989.00	Ollie
Plumbing	\$ 57,191.75	Crandall
Fire Sprinkler (If Applicable)	\$ 12,480.00	Old Reliable
Total MEPF	>>>>>> \$	230,772.75
BUILDING FINISHES		
Structural Steel	\$ 35,720.00	Sherwood
Insulation	\$ 3,050.00	JSC
Drywall	\$ 13,300.00	TILS
FRP	\$ 10,850.00	TILS
Stone Veneer	\$ 62,220.00	TILS
EIFS	\$ 45,000.00	Eddie & Sons
Paint	\$ 12,535.00	TILS
Faux Paint (FFG Contract)	\$ 1,800.00	Alex Stone Painting
Acoustical Ceiling	\$ 11,900.00	PCH
Stainless Steel	\$ 15,762.00	Enterprise
Tile	\$ 43,722.00	Crandall
Finish Carpentry	\$ 15,250.00	TILS
Specialities	\$ 10,200.00	TILS
Fireplace	\$ 2,950.00	Valley Stone
Caulking	\$ 3,975.00	JSC
Concrete: Building	\$ 38,811.15	Dynamic
Cleaning	\$ 3,850.00	AZ Superior
Total Building Finishes	>>>>>> \$	330,895.15
INDIRECT CONSTRUCTION COSTS		
Sales & Use Taxes	\$ 54,336.09	AZ Pima/Oro Valley
Contractor's Fee (Overhead & Fee)	\$ 39,498.25	5.5% of cost
Subtotal Indirect Construction Costs	>>>>>> \$	93,834.33

1% Oro Valley Public Art Valuation

Construction Budget \$883,799.23

1%=\$8,838 Total Public Art Budget

Breakdown

\$8,900 Steven Derks Sculpture

\$1,500 SAACA Administration Fee

\$4,000 Installation of Sculptures, Lighting, Base, Footing, Engineering Docs, Protection

_____ \$14,400 total spent on Public Art

KNEADERS BAKERY & CAFE

ESTIMATED ARTWORK / CONSTRUCTION IMPLEMENTATION TIMELINE

Conceptual Artwork Submittal May 1, 2016

Final Artwork Submittal July 1, 2016

Artwork Manufactured August 15, 2016-September 31, 2016

Artwork Installation October 1, 2016 –October 15, 2016

Construction Completion date November 1, 2016

File for Certificate of Occupancy October 31, 2016

First day of Operation November 1, 2016



Conceptual Public Art Conceptual Design Review Board Staff Report

CASE NUMBER: OV1601150
MEETING DATE: June 14, 2016
AGENDA ITEM: 3
STAFF CONTACT: Chad Daines, Principal Planner
cdaines@orovalleyaz.gov (520) 229-4896

Applicant: Ross Rulney, Boulder Oro Valley, LLC
Request: Conceptual Public Art for Kneaders Bakery & Café
Location: North of the northeast corner Linda Vista and Oracle Road
Recommendation: Approve requested public artwork

SUMMARY:

The applicant proposes a freestanding contemporary art sculpture for the Kneaders Bakery and Café located north of the northeast corner of Linda Vista Drive and Oracle Road (Attachment 1). The proposed sculpture will be installed in the center of a curbed traffic turnaround at the main entrance into the commercial and apartment development. A site plan showing the proposed art location is included as Attachment 2.

The proposed artwork consists of a formalist abstract rusted steel structure. The applicant's description and design of the proposed artwork is provided as Attachment 3.

BACKGROUND / DETAILED INFORMATION:

Previous Approvals:

- 2012: Property rezoned Planned Area Development – Commercial & Multi-family
- 2015: Approval of Conceptual Design and Conditional Use Permit for restaurant

Request Details:

- Install one (1) freestanding sculpture in curbed traffic turn around
 - Dimensions: 11' x 4.33' (height and width)
 - Materials: Mild steel
 - Colors: Rusted/weathered surface
 - Total cost: \$8,900
- Installation and administration fees: \$5,500
- Building permit valuation: \$883,799
- Required art budget: \$8,838

**OV1601150 Kneaders Bakery & Cafe
Conceptual Design Review Board Staff Report**

Page 2 of 4

-
- Proposed art budget: \$14,400
-

DISCUSSION / ANALYSIS:

The Kneaders Bakery and Café is a partially constructed development consisting of a 4,000 sq. ft. restaurant with drive through. The proposed art is necessary to meet the Town's 1% Public Art requirement. Based on the project valuation, a call to artist process is not required, but the artist must reside and work in southern Arizona. The applicant partnered with Southern Arizona Arts and Cultural Alliance and reviewed the portfolios of over 8 tenured artists. The final public art contract was awarded to Tucson based artist, Steven Derks.

The proposed artwork has been evaluated and is in conformance with the Design Principles and Design Standards in the Zoning Code as provided below.

Design Principle Analysis

The Design Principles contained in Section 27.3.H provide the primary guidance for evaluating Public Art. Principles are shown below in italics, followed by staff commentary.

Quality: Artwork demonstrates originality, artistic quality, and excellence in design and craftsmanship; to be demonstrated through renderings, explanation of construction, materials, and artist resume.

Staff Commentary: The proposed artwork is to be created from mild steel with rusted finish. The application states the artwork will provide an artistic expression of the convergence of the manmade and the natural environment. The proposed artwork will be an original design specifically designed for this site.

Response to Context: Artworks should be appropriate in scale, material, form and content for the immediate and general social and physical environments with which they are to relate.

Staff Commentary: The scale of the artwork is appropriate for the main entrance into the commercial and multi-family development. At 11 feet in height, the artwork will serve as a focal point to the main access drive into the project from Oracle Road. Located in a curbed turnaround, the artwork will establish a sense of arrival to the planned residential and commercial development.

Durability: Consideration should be given to structural and surface integrity, permanence, and protection against theft, vandalism, weathering, and excessive maintenance and repair costs.

Staff Commentary: The application states that the proposed artwork will have a rusted and weathered surface and any damage or vandalism to the rusted surface is easily repaired. The artwork will be anchored to a concrete slab to prevent theft.

Integration: Where possible, in addition to meeting aesthetic requirements, artworks should also serve to establish focal points, modify, enhance or define specific spaces or establish identity.

**OV1601150 Kneaders Bakery & Cafe
Conceptual Design Review Board Staff Report**

Page 3 of 4

Staff Commentary: The location of the proposed artwork at the main entrance drive into the development will create a focal point and sense of arrival for customers of the commercial area and residents of the apartment complex.

Safety: *Artworks should not present a hazard or create unsafe conditions.*

Staff Commentary: The location of the proposed artwork is not within a pedestrian area. Angular portions of the artwork are approximately 10 feet above grade.

Diversity: *Artworks should contribute to a diversity of style, scale, media, artists, community values and forms of expression within the Town.*

Staff Commentary: The proposed artwork will add to the diversity and style of public art and do not duplicate other artworks found in the Town.

Visibility: *Artworks should be visible and accessible for the purposes of public enjoyment and security, considering pedestrian and vehicular traffic, lighting, active hours on site and future development and vegetation growth.*

Staff Commentary: The proposed art will be significantly visible in the curbed traffic turnaround in the main access point to the project. Visibility of the proposed sculptures will not be obscured by the surrounding landscaping within the traffic turnaround, which consists of small shrubs, accents and ground cover plants.

Feasibility: *Consideration should be given to the likelihood of successful completion of the artwork. Factors to be considered include but are not limited to: project budget, timeline, artist's experience and soundness of materials.*

Staff Commentary: The proposed artwork will likely be installed because the project is nearing completion and the public art is required prior to the issuance of a Final Certificate of Occupancy.

Advertising Elements: *Public art shall not reflect or include advertising elements of a business or corporation including colors, graphics, logos or other representations of corporate identity*

Staff Commentary: The proposed artwork will not contain elements of corporate advertising.

Design Standards Analysis

The Design Standards contained in Addendum "A" provide the secondary guidance for evaluating Conceptual Public Art. The Design Standard below is shown in italics, followed by staff commentary.

Public art shall be integrated into the overall design of the project and shall be located in areas of high visibility and use such as courtyards, seating areas, and along public roadways.

Staff Commentary: The proposed artwork will be located in the traffic turnaround in the main access drive into the project with significant visibility, meeting the above Design Standard.

**OV1601150 Kneaders Bakery & Cafe
Conceptual Design Review Board Staff Report**

Page 4 of 4

RECOMMENDATION:

Based on the following findings:

- The request is consistent with the Design Principles and Design Standards.

It is recommended that the Conceptual Design Review Board take the following action:

Recommend approval to the Town Council of the requested Conceptual Public Art under case OV1601150.

SUGGESTED MOTIONS:

I move to recommend approval of the Conceptual Public Art for the Kneaders Bakery & Cafe, based on the finding that the proposed public artwork is consistent with the Design Principles and Design Standards.

OR

I move to recommend denial of the Conceptual Public Art for the Kneaders Bakery & Cafe, as it does not meet _____.

ATTACHMENTS:

1. Location Map
2. Site Plan
3. Application


Bayer Vella, Planning Manager

**MINUTES
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD
REGULAR SESSION
JUNE 14, 2016
ORO VALLEY COUNCIL CHAMBERS
11000 N. LA CANADA DRIVE**

CDRB 06/14/2016 PACKET

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Chair Eggerding called the Conceptual Design Review Board Regular Session to order at 6 pm.

ROLL CALL

PRESENT: Dick Eggerding, Chair
Bruce Wyckoff, Vice Chair
Nathan Basken, Member
Sarah Chen, Member
Kit Donley, Member
Jacob Herrington, Member
Hal Linton, Member

ABSENT: None.

Also Present:

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

PLEDGE OF ALLEGIANCE

Chair Eggerding led the Members of the Board and Audience in the Pledge of Allegiance

CALL TO AUDIENCE

There were no audience notes or speakers at the meeting.

COUNCIL LIAISON COMMENTS

Vice Mayor Waters stated the Town of Oro Valley budget has been completed. There will be a second CDRB meeting on the 22nd of June to allow Town Council to review items prior to their Summer Vacations.

1. REVIEW AND/OR APPROVAL OF THE APRIL 12, 2016 REGULAR SESSION MEETING MINUTES

APRIL 12, 2016 CDRB DRAFT MINUTES

MOTION: A motion was made by Bruce Wyckoff, Vice Chair and seconded by Hal Linton, Member to approve the April 12, 2016 meeting minutes

MOTION carried, 6-0.

3. DISCUSSION AND POSSIBLE ACTION ON CONCEPTUAL PUBLIC ART FOR THE KNEADERS BAKERY & CAFE LOCATED ON THE NORTHEAST CORNER OF LINDA VISTA AND ORACLE ROAD, OV1601150

KNEADERS BAKERY_CAFE PUBLIC ART STAFF REPORT

ATTACHMENT 1 - LOCATION MAP

ATTACHMENT 2 - KNEADERS SITE PLAN

ATTACHMENT 3 - APPLICANTS SUBMITTAL

Chad Daines, Principal Planner, provided the following information in a Staff Report and Presentation:

Purpose
Location Map
Overall Site Plan
Public Art Request
Public Art Request Image
Review Tools
Summary/Recommendation

Applicant, Ross Rulney of Boulder Oro Valley LLC, addressed request for a master art plan, which was requested by members of the CDRB.

Steven Derks, Artist for the Proposed Project, explained the sculpture is about a line of site from the circular drive to the mountains. The sculpture is about 11 feet in height and mounted on a slab. There is no need for maintenance planning as the structure/artwork is made of a rusted material. The design is meant to highlight the scenic nature of the mountains as a backdrop to the sculpture.

MOTION: A motion was made by Bruce Wyckoff, Vice Chair and seconded by Sarah Chen, Member to approve OV1601150

MOTION carried, 6-0.

Board Member Jacob Herrington Arrived at 6:03 and was acknowledged to be both present and voting after Agenda Item 3 was heard and voted on.

2. CONCEPTUAL MODEL HOME ARCHITECTURE FOR MERITAGE AT STONE CANYON VIII LOCATED APPROXIMATELY $\frac{3}{4}$ OF A MILE WEST OF RANCHO VISTOSO BOULEVARD, OV1600710

MERITAGE AT STONE CANYON VII STAFF REPORT

ATTACHMENT 1 - APPLICANTS SUBMITTAL

ATTACHMENT 2 - LOCATION MAP

ATTACHMENT 3 - ENCLAVE_MATTAMY MODEL HOMES

ATTACHMENT 4 - ENCLAVE_FAIRFIELD MODEL HOMES

ATTACHMENT 5 - SURROUNDING HOMES

Robert Kirschmann, Planner, provided a staff report and presentation which included the following information:

Purpose

Site Map of the Subject Property

Image Renderings of Proposed Architecture

Enclave Images provided by Mattamy and Fairfield Homes

Surrounding Development

Summary/Recommendation

Jeff Grobstein, Applicant for Monterey Homes & resident of Oro Valley, provided a detailed overview of the numerous outreach methods utilized by Monterey Homes to provide information and receive feedback from the neighboring areas. Mr. Grobstein confirmed the community is comprised of individual lots and is not mass graded. Mr. Grobstein provided a power point presentation which highlighted the proposed architecture, displaying images from surrounding area to highlight the symmetry in past and future project architecture.

MOTION: A motion was made by Kit Donley, Member and seconded by Nathan Basken, Member to approve OV1600710

MOTION carried, 7-0.

4. DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR CONCEPTUAL ARCHITECTURE FOR THE TUCSON KOI AND WATER GARDENS DEVELOPMENT LOCATED EAST OF ORACLE ROAD, APPROXIMATELY ONE-QUARTER MILE SOUTH OF MAGEE ROAD, OV1501011

TUCSON KOI_WATER GARDEN STAFF REPORT

ATTACHMENT 1 - APPLICATION

ATTACHMENT 2 - LOCATION MAP

ATTACHMENT 3 - APPROVED SITE PLAN

Michael Spaeth, Senior Planner, provided a staff report which included the following information:

Purpose - Conceptual Architecture
Location Map
Approved Site Plan
Conceptual Architecture
Summary/Recommendation

Daniel Tessone - Tucson Koi & Cactus Representative and Greg Stemmons - Design Team Head, provided a brief overview of the project layout and goals for the board and members of the audience.

MOTION: A motion was made by Jacob Herrington, Member and seconded by Kit Donley, Member to approve OV1501011

MOTION carried, 7-0.

PLANNING UPDATE (INFORMATIONAL ONLY)

Michael Spaeth, Senior Planner, provided the following Planning Updates:

June 22 - There are two cases on the agenda - the Freddy's Conceptual Site plan and Conceptual Architecture as well as Native Wings conceptual Architecture

July 12 - There are two cases on the agenda - the Verizon Cell Tower and Rancho Vistoso 6B

August 9 - Mattamy Homes at Rancho Vistoso model homes as well as Magee Plaza sign criteria, Nakoma Sky and Rooney Ranch Major Site Plan

ADJOURNMENT

The meeting was adjourned at 7:03 pm.



Town Council Regular Session

Item # G.

Meeting Date: 07/06/2016

Requested by: Bayer Vella

Submitted By: Robert Kirschmann
Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Approval of Conceptual Architecture for Native Grill and Wings restaurant, located at 11107 N. Oracle Road

RECOMMENDATION:

The Conceptual Design Review Board has recommended approval of the Conceptual Architecture, subject to the condition in Attachment 1.

EXECUTIVE SUMMARY:

The purpose of this request is to consider Conceptual Architecture for the Native Grill and Wings restaurant proposed within Steam Pump Village. The site is located on the west side of Oracle Road, in front of Basis School (Attachment 2).

The project consists of an approximate 4,900 square foot restaurant and outdoor patio. The Site Plan conforms with the approved master site plan and therefore, this application is for Conceptual Architecture only. The Conceptual Architecture is provided as Attachment 3. The proposal has been reviewed and is in conformance with the Design Principles and Steam Pump Design Guidelines.

On June 22, 2016, the Conceptual Design Review Board recommended approval to the Town Council.

BACKGROUND OR DETAILED INFORMATION:

The proposed architecture represents a southwest contemporary design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with metal roofing and awnings, brick and stone veneer. The proposed architecture incorporates materials and colors used within the overall Steam Pump Center.

The Design Principles require that all building facades be fully articulated. The proposed

architecture meets this requirement through the use of several elements, including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

The proposed Conceptual Architecture has been reviewed and is in conformance with the Town's Design Principles and Steam Pump Village Design Guidelines. A complete analysis is provided in Attachment 4.

Please note that a Conceptual Site Plan review is not required as the proposal is in substantial conformance with the approved development plan. As such, this agenda item is limited to architecture only. A copy of the overall site development plan and the Final Site Plan for Native are included for information as attachments 5 and 6, respectively.

Public Participation

Two neighborhood meetings were held. The first meeting was held on March 3, 2016, and was attended by six (6) interested residents. The second meeting was held on May 12, 2016, with nine (9) interested residents in attendance. Due to the close proximity of the Native and Freddy's restaurants, both items were presented at the meetings. Comments from the residents focused primarily on the existing circulation issues, increase in traffic, lack of parking and alcohol sales. The items are addressed in greater detail with the Freddy's Steakburger report and summarized below:

Existing circulation - To eliminate many of the existing circulation conflict points within the adjacent parking area, a new straight driveway will be constructed.

Increase in traffic - The construction of the new driveway and staggered pick up and drop off for the school will reduce impacts by the proposed restaurant.

Parking - The parking meets the standards specified in the Steam Pump Village PAD.

Alcohol Sales - Native Grill and Wing's proposes to include alcohol as an ancillary use to the restaurant, similar to the existing Chili's. The restaurant will be required to obtain a liquor license to sell alcohol. That item will be brought to the Council at a future date.

The summary notes from the neighborhood meetings are provided on Attachment 7. Staff has not received any additional correspondence concerning the project.

Conceptual Design Review Board

The Conceptual Design Review Board considered the request on June 22, 2016, and has recommended approval of the applicant's proposal. The Conceptual Design Review Board staff report and draft minutes are provided as Attachment 8.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to approve the Conceptual Architecture for Native Grill and Wings, subject to the condition in Attachment 1, finding that request is in conformance with the Steam Pump Design Guidelines and Design Principles.

OR

I MOVE to deny the Conceptual Architecture for Native Grill and Wings, based on _____.

Attachments

Attachment 1 - Conditions of Approval

Attachment 2 - Location Map

Attachment 3 - Conceptual Architecture

Attachment 4 - Design Principles and Steam Ranch Design Guidelines Analysis

Attachment 5 - Steam Pump Village Development Plan

Attachment 6 - Native Final Site Plan

Attachment 7 - Neighborhood Meeting Summary

Attachment 8 - CDRB Staff Report

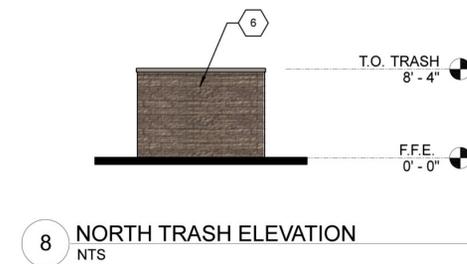
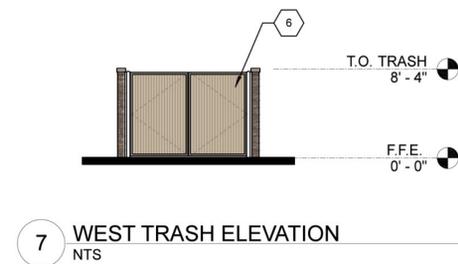
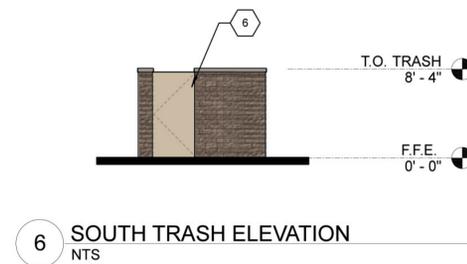
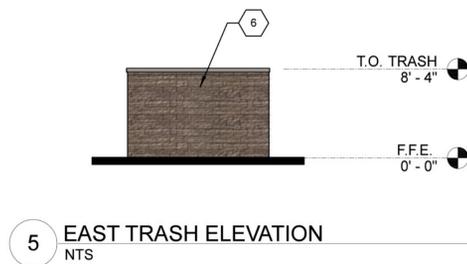
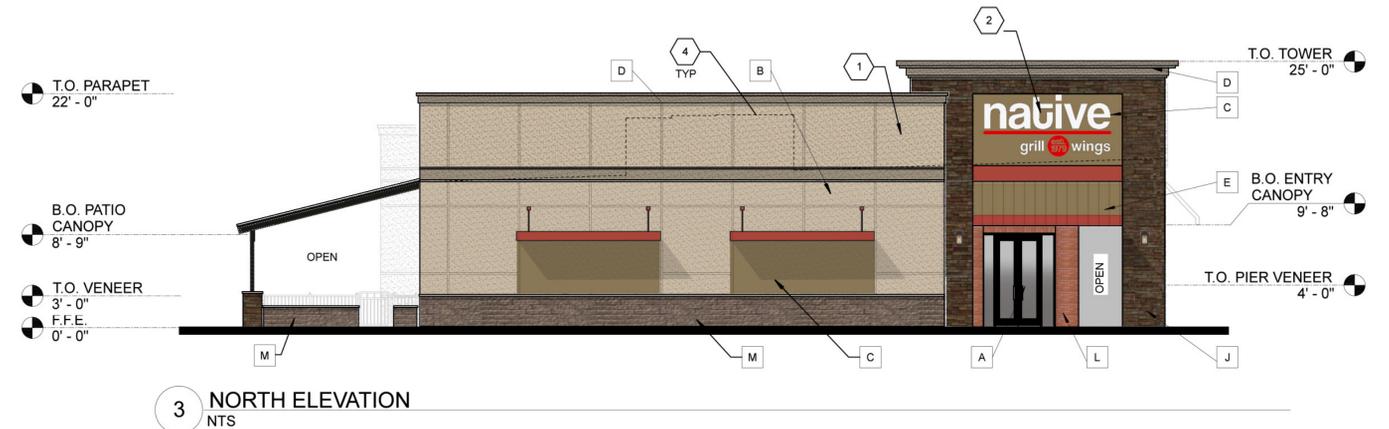
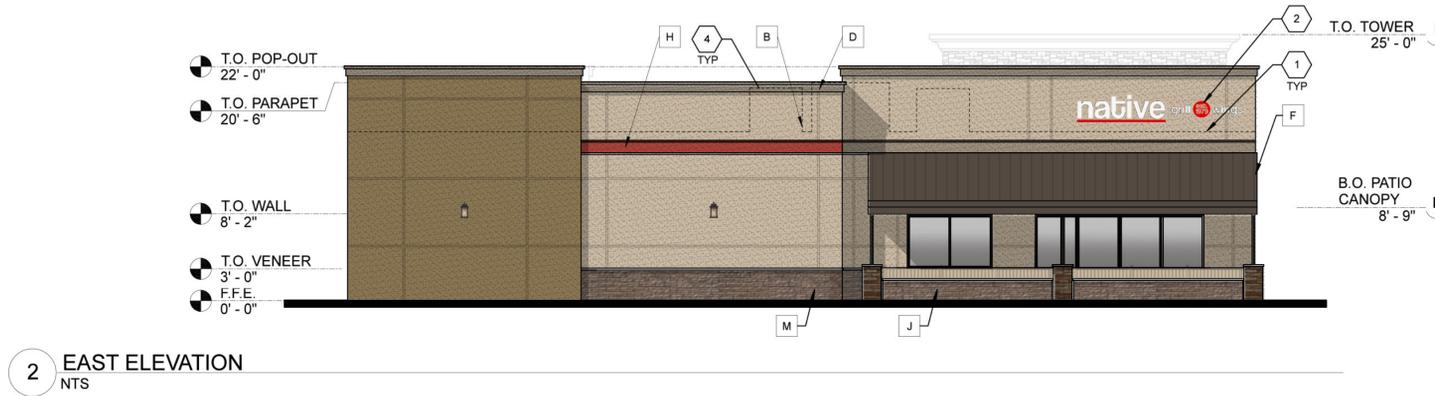
Attachment 1
Conditions of Approval
Native Grill and Wings
OV1600903

Conceptual Architecture

1. The final design package will include an updated materials board which depicts the awnings as presented in the elevations.



LOCATION MAP
NATIVE GRILL AND WINGS
(OV1600903)



- ELEVATION KEYNOTES**
- DASHED LINE INDICATES ROOF LINE BEYOND.
 - SIGNAGE BY ROYAL SIGN, 2636 NORTH 31st AVENUE, PHOENIX, AZ, 85009, DANE ALVORD @ 602-278-6286 AND NOT A PART OF THIS PROJECT, SHOWN FOR REFERENCE ONLY. COLORS MAY VARY DEPENDING UPON LOCATION - VERIFY W/ NATIVE CORPORATE.
 - 18" HIGH, 1" PROFILE DEPTH, ACRYLIC ADDRESS NUMBERS, RED, B.O. NUMBERS @ 22'-9" A.F.F.
 - ROOF TOP UNIT BEYOND, REFERENCE MECHANICAL.
 - LIGHTING TO MATCH OVERALL DEVELOPMENT
 - ARIZONA SLUMP BLOCK TRASH ENCLOSURE AND STEEL PAINTED GATES, COLOR TO MATCH CENTER.

EXTERIOR WALL LEGEND

	EIFS COLOR 1		EIFS COLOR 2		EIFS COLOR 3
	EIFS COLOR 4		EIFS COLOR 5		EIFS COLOR 6
	EIFS COLOR 7		EIFS COLOR 8		EIFS COLOR 9
	EIFS COLOR 10		EIFS COLOR 11		EIFS COLOR 12



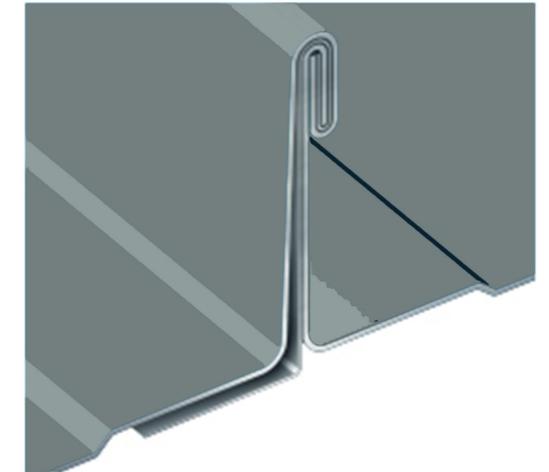
PHOENIX BRICK YARD:
ANTIQUE RED



DUNN EDWARDS:
DEC750 - BISON BEIGE



DUNN EDWARDS:
DEA154 - RED REVIVAL



ATAS: METAL ROOFING
ROCKY GRAY



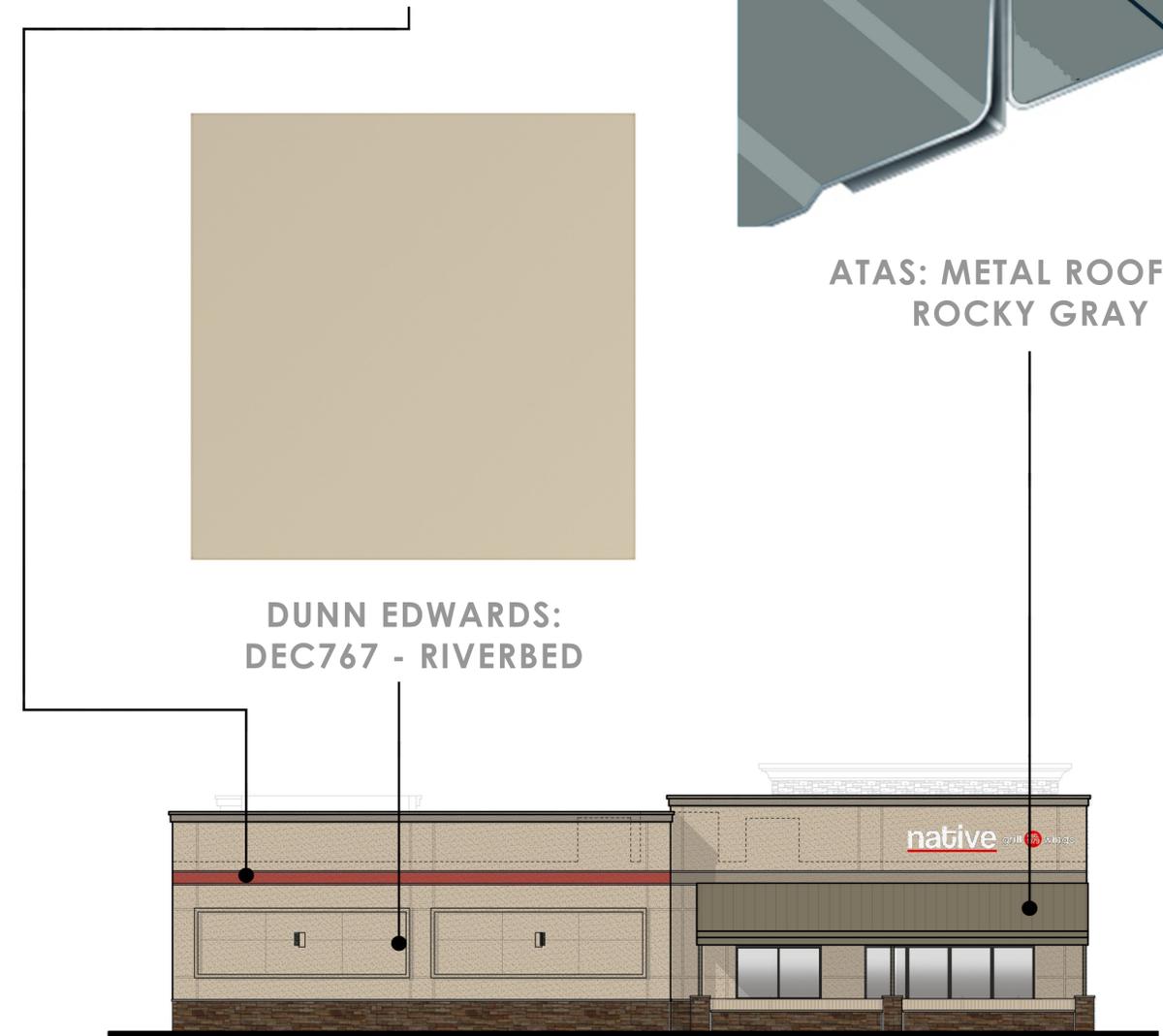
STONE TO
MATCH CENTER



DUNN EDWARDS:
DE6175 - BURLAP



DUNN EDWARDS:
DEC767 - RIVERBED





ATTACHMENT 4
Native Grill and Wings
Review of Design Principals and Steam Pump Architectural Guidelines

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

The Conceptual Architecture (Attachments 2) is in conformance with applicable Architectural Design Principles. Following are the Design Principles (*in italics*) followed by staff evaluation of how the architecture conforms and responds to the principles:

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

The proposed architecture represents a southwest contemporary style that incorporates desert tones, hues and materials. The predominant external material will be painted stucco with various accent materials including stone and brick veneer and metal roofing consistent with colors and materials found in the center.

Secondarily, the design incorporates a patio seating area oriented west, entirely shaded by a metal roof, a feature appropriate for the Sonoran Desert climate.

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

The height and mass of the proposed building are appropriate to the area and will result in an appropriately scaled development. The proposed building height is predominantly 22 feet with several roof elements at a maximum height of 25 feet. The building height is compatible with the adjacent commercial development.

Façade articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to; overhangs, trellises, projections, awnings, insets, material, and texture shall be used to create visual interest that contribute to a building's character.

The proposed architecture provides significant façade articulation through the use of several elements, including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

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

No mechanical equipment, refuse enclosures, appurtenances, or utilities will be visible from nearby residences or streets. Roof mounted equipment will be located below the parapet and roof access will be provided internal to the building.

The proposed refuse collection area will be enclosed within architecturally consistent screen walls designed to be architecturally consistent with the main building. The area will be further screened from Oracle Road by existing and proposed landscaping within the proposed buffer yard.

Steam Pump Village PAD Architectural Guidelines

“Avoid long, unarticulated building facades...”

“Avoid long, linear vistas and buildings edges...along the streetscape”

The proposed architecture addresses this standard by utilizing a number of design elements including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

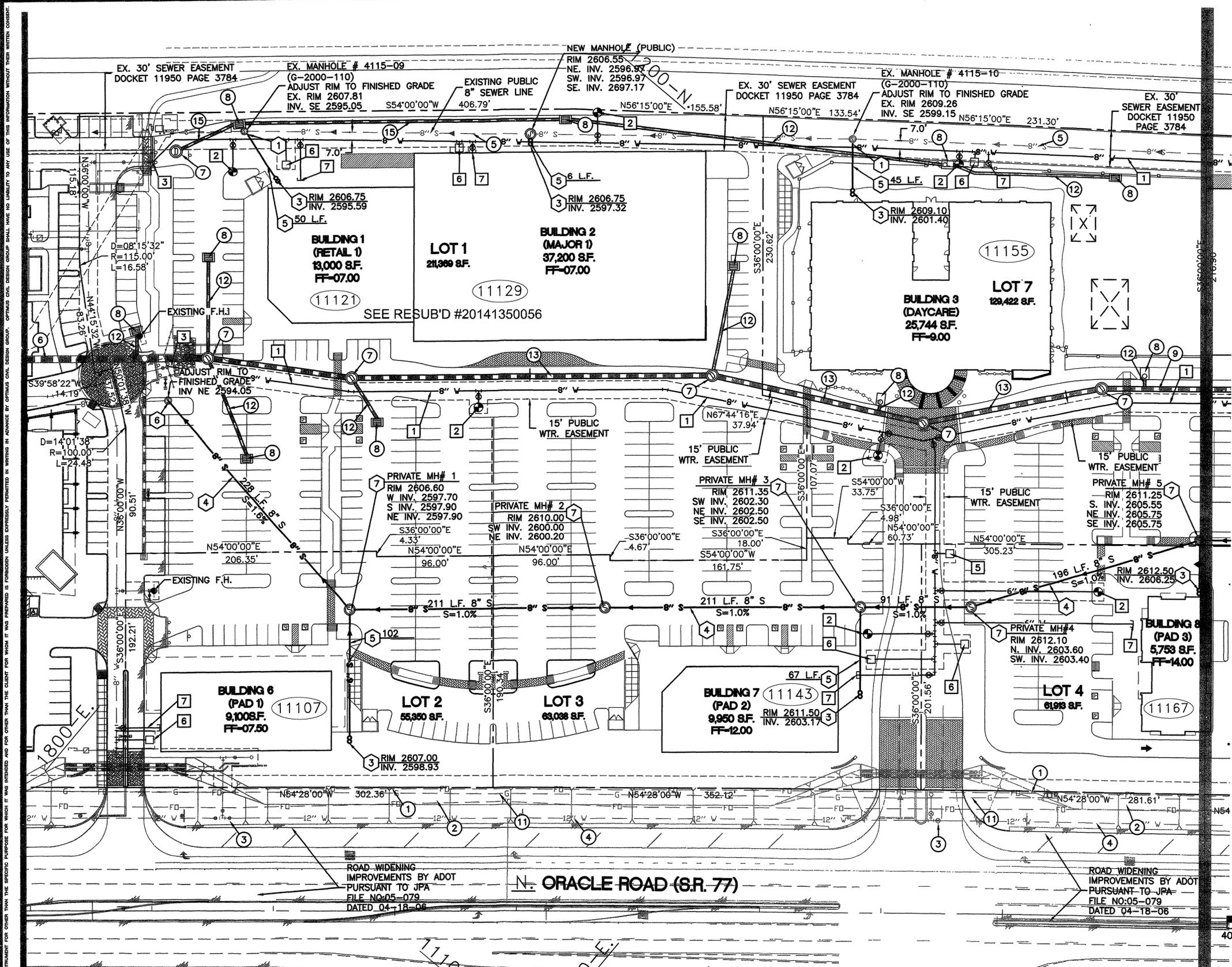
The proposed architecture is consistent with the above guidelines intended to minimize the visual impact of the building and provide visual interest to the center. The proposed architecture incorporates materials and colors used within the overall Steam Pump center.

“Conceal service areas...by screening walls of a material and color consistent with the building”

The proposed design includes stone veneer and stucco on the refuse enclosure that matches the colors and materials utilized on the primary building. The proposed design is consistent with this architectural guideline.

“Subdued earth tone colors are recommended...however the use of strong accent colors...are encouraged to create tasteful variety and interest.”

The original submittal included an all red canopy. Staff worked with the applicant to reduce the amount of red, which is now used as an accent only, consistent with the Design Guidelines. The proposed architecture incorporates a red accent band into the design to add variety and visual interest to the façade.



UTILITY NOTES

- ① EXISTING FIBER OPTICS COMMUNICATION LINE
- ② EXISTING OVERHEAD ELECTRIC
- ③ EXISTING WATER VALVE
- ④ EXISTING 12" WATER MAIN
- ⑤ EXISTING 8" PVC SANITARY SEWER, PCWWM PN# G-2000-110
- ⑥ EXISTING 66" STORM DRAIN (SEE PHASE 2 PLANS)
- ⑦ NEW STORM DRAIN MANHOLE PER PC/COT STD 302
- ⑧ NEW STORM DRAIN CATCH BASIN INLET PER DETAILS 3 AND 5, SHEET 8
- ⑨ NEW 48" STORM DRAIN
- ⑩ NEW 36" STORM DRAIN
- ⑪ EXISTING GAS LINE
- ⑫ NEW 24" STORM DRAIN
- ⑬ NEW 54" STORM DRAIN
- ⑭ NEW 66" STORM DRAIN
- ⑮ NEW 30" STORM DRAIN

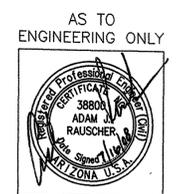
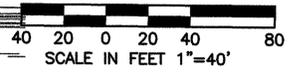
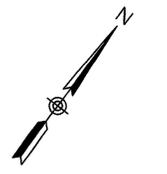
SANITARY SEWER KEYNOTES

- ① INSTALL BLOCKOUT AS PER PCWWM 301 OR 302 CONNECTION OCCURS ABOVE TOP OF EXISTING BENCH.
- ② NOT USED
- ③ NEW SEWER DOUBLE CLEANOUT, SEE DETAIL 7, SHEET 8
- ④ NEW 8" PVC PRIVATE SEWER LINE LENGTH AND SLOPE AS NOTED ON PLAN
- ⑤ NEW 6" PVC PRIVATE SEWER LATERAL AT 1.0% LENGTH AS NOTED
- ⑥ EXISTING MH#8 PER STEAM PUMP PHASE II IMPROVEMENTS. RIM EL. 2603.29, INV. IN (NE) 2594.05, INV. OUT (SW) 2593.85
- ⑦ NEW 4' PRECAST MANHOLE PER PC/COT STD WWM 208.

WATER KEYNOTES

- ① NEW PUBLIC 8" WATER LINE
- ② NEW FIRE HYDRANT
- ③ CONNECT TO EXISTING 8" WATER MAIN IN PHASE II.
- ④ CONNECT TO EXISTING 12" WATER MAIN
- ⑤ NEW 1-1/2" IRRIGATION WATER METER
- ⑥ NEW 2" DOMESTIC WATER METER AND BACKFLOW PREVENTER VALVE, SEE DETAIL 8, SHEET 8
- ⑦ NEW 6" BUILDING FIRE SPRINKLER SERVICE LATERAL W/SHUTOFF VALVE

MATCHLINE - SHEET U-6



ADAM J. RAUSCHER, PE
PROFESSIONAL ENGINEER
P.E. NUMBER 38800

DEVELOPMENT PLAN/PRELIMINARY PLAT

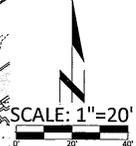
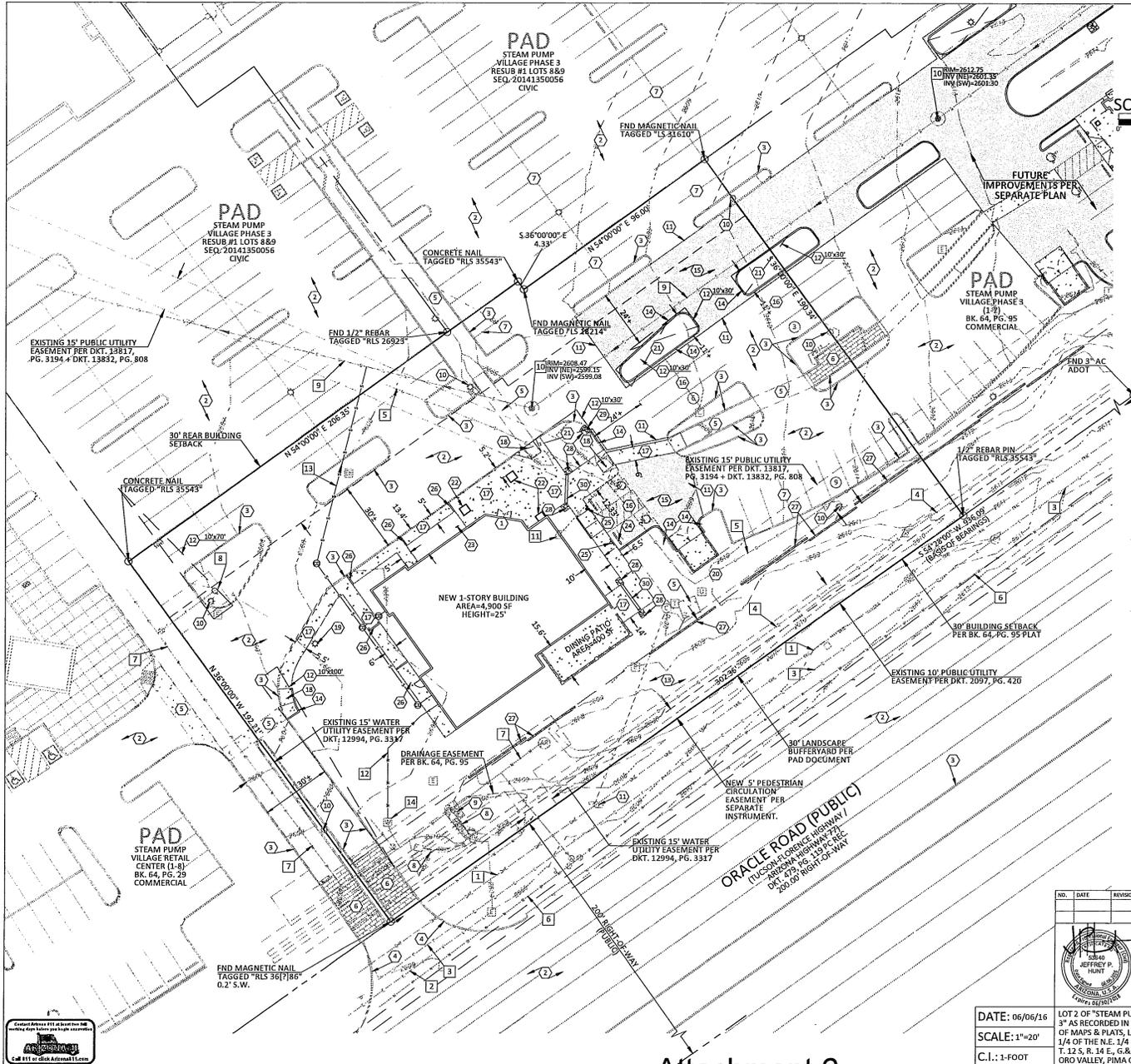
FOR
STEAM PUMP VILLAGE-PHASE 3
LOTS 1 THROUGH 7 AND COMMON AREA A
PORTION OF SECTIONS 5, 6, 7, AND 8, TOWNSHIP 12 S, RANGE 14 E,
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA.
SCALE 1"=40'
CONTOUR INTERVAL 1.0'
DATE 8-23-07
CASE # 0V12-03-16C

LOT TABLE

LOT #	S.F.	A.C.
1	211,369	4.85
2	55,350	1.27
3	63,038	1.45
4	61,913	1.42
5	45,426	1.05
6	130,238	2.99
7	129,422	2.97
TOTAL	696,756	16.0



OPTIMUS
CIVIL DESIGN GROUP
2323 E. MAGNOLIA STREET
SUITE 107
PHOENIX, AZ 85034
PH: (602) 286-9300 FAX: (602) 286-9400
JOB NO. 061086



SITE KEYNOTES

- ① PRIMARY BUILDING ENTRANCE.
- ② EXISTING ASPHALT TO REMAIN.
- ③ EXISTING CURB TO REMAIN.
- ④ EXISTING HEADER CURB TO REMAIN.
- ⑤ EXISTING CONCRETE/SIDEWALK TO REMAIN.
- ⑥ EXISTING BRICK PAVERS TO REMAIN.
- ⑦ EXISTING STRIPING TO REMAIN.
- ⑧ EXISTING WALL TO REMAIN.
- ⑨ EXISTING RIP-RAP TO REMAIN.
- ⑩ EXISTING LIGHT TO REMAIN (TYP.).
- ⑪ SAWCUT A MINIMUM OF 12" INTO THE EXISTING PAVEMENT. REMOVE EXISTING ASPHALT, TACK AND JOIN.
- ⑫ SIGHT VISIBILITY TRIANGLE FOR PROPOSED DEVELOPMENT. SEE LINE FOR DIMENSIONS.
- ⑬ EXISTING DEPRESSED WATER HARVESTING AREA TO REMAIN.
- ⑭ NEW 6" VERTICAL CURB, TYPE 2, PER PC/COT STD DTL 209. SEE DETAIL ②, SHEET 5.
- ⑮ NEW AC PAVEMENT OVER ABC. SEE DETAIL ②, SHEET 5 FOR MINIMUM SECTIONS.
- ⑯ NEW 4" WHITE PAINT STRIPE, 0.06" THICK, TRAFFIC RATED (TYP.).
- ⑰ PROPOSED COLORED SIDEWALK, COLOR AND STYLE TO MATCH EXISTING STEAM PUMP VILLAGE STYLE. SEE PLAN FOR WIDTH.
- ⑱ NEW CONCRETE CURB ACCESS RAMP PER 2012 IBC, CHAPTER 11 AND ICC A117.1, SECTION 405, RAMPS.
- ⑲ PROPOSED LIGHT TO MATCH EXISTING STEAM PUMP VILLAGE STYLE.
- ⑳ NEW REFUSE COLLECTION AREA. SEE DETAIL ②, SHEET 5.
- ㉑ NEW 4" DEPRESSED LANDSCAPE AREA.
- ㉒ NEW BUILDING COLUMN.
- ㉓ NEW SHORT-TERM BICYCLE RACK. SEE DETAIL ②, SHEET 5.
- ㉔ NEW 6" WHEEL STOP (TYP.). SEE DETAIL ②, SHEET 5.
- ㉕ NEW ACCESSIBLE SIGN AND POST. SEE DETAIL ②, SHEET 5.
- ㉖ NEW TYPE 1 SCUPPER PER PC/COT STD 204. SEE DETAIL ②, SHEET 5.
- ㉗ NEW 40" WALL/FENCE. OWNER/ARCHITECT TO PROVIDE DETAILS AND FINISHES.
- ㉘ PROPOSED RIP RAP.
- ㉙ NEW 3" CURB OPENING PER DETAIL ②, SHEET 5.
- ㉚ NEW TYPE 2 SCUPPER PER PC/COT STD 205. SEE DETAIL ②, SHEET 5.

UTILITY KEYNOTES

- ① EXISTING OVERHEAD ELECTRIC.
- ② EXISTING UNDERGROUND ELECTRIC.
- ③ EXISTING COMMUNICATION LINE.
- ④ EXISTING 4" STL GAS LINE.
- ⑤ EXISTING 2" PE GAS LINE.
- ⑥ EXISTING 12" DI WATER PER PN 01-01.
- ⑦ EXISTING 8" PVC WATER PER PN 06-02.
- ⑧ EXISTING FIRE HYDRANT.
- ⑨ EXISTING PRIVATE SEWER LINE.
- ⑩ EXISTING PRIVATE SEWER MANHOLE. SEE KEYNOTE FOR RIM AND INVERT(S).
- ⑪ EXISTING GAS TO BE RELOCATED.
- ⑫ NEW 2" PVC WATER SERVICE.
- ⑬ NEW 4" PRIVATE PVC BCS.
- ⑭ EXISTING 2" WATER METER.

ARCHITECT
 GALLOWAY ARCHITECTURE
 6162 SOUTH WILLOW DRIVE, SUITE 320
 GREEN WOOD VILLAGE, COLORADO 80111
 ATTN: TASHA BOLIVAR
 PH: (303) 770-8884
 EMAIL: tashabolivar@galloways.com

OWNER/DEVELOPER
 STEAM PUMP FREDDY'S LLC
 10450 NORTH 74TH STREET, SUITE 100
 SCOTTSDALE, ARIZONA 85258
 ATTN: MR. BRAD WILLIAMS
 PH: (316) 640-5003
 EMAIL: brad.williams@tpvmgmt.com

SITE ADDRESS
 31107 NORTH ORACLE ROAD
 ORO VALLEY, ARIZONA 85737

NO.	DATE	REVISION DESCRIPTION	BY



CYPRESS CIVIL DEVELOPMENT
 2102 north country club road
 suite #9
 tucson, arizona 85716
 ph: 520.561.4983
 e: jphunt@cypresscivil.com

DATE: 06/06/16
 SCALE: 1"=20'
 C.I.: 1-FOOT

LOT 2 OF "STEAM PUMP VILLAGE PHASE 3" AS RECORDED IN BOOK 64 AT PAGE 95 OF MAPS & PLATS, LOCATED IN THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 07, T. 12 S, R. 14 E, G. & S. R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

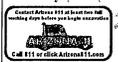
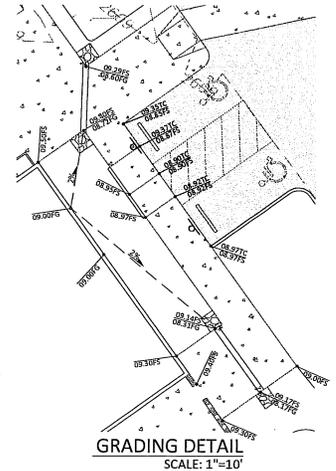
FINAL SITE PLAN for NATIVE AT STEAM PUMP VILLAGE
 site + utilities + easements plan

3 of 5

Attachment 6

OV1600903
 REF: OV1203-16; IP1914-01; O111-11; OV1600241





NO.	DATE	REVISION DESCRIPTION	BY

<p>CYPRESS PROJECT NO: 18.007n</p> <p>2102 north country club road suite #9 tucson, arizona 85716 ph: 520.561.4983 e: jphunt@cypresscivil.com</p>	<p>OWNER/DEVELOPER STEAM PUMP FREDDY'S LLC 10450 NORTH 74TH STREET, SUITE 100 SCOTTSDALE, ARIZONA 85258 ATTN: MR. BRAD WILLIAMS PH: (316) 640-5003 EMAIL: brad.w@jobymgmt.com</p> <p>SITE ADDRESS 11107 NORTH ORACLE ROAD ORO VALLEY, ARIZONA 85737</p>
---	---

DATE: 06/06/16
 SCALE: 1"=20'
 C.I.: 1 FOOT

LOT 2 OF "STEAM PUMP VILLAGE PHASE 3" AS RECORDED IN BOOK 64 AT PAGE 95 OF MAPS & PLATS, LOCATED IN THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 07, T. 12 S, R. 14 E., G.8.S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

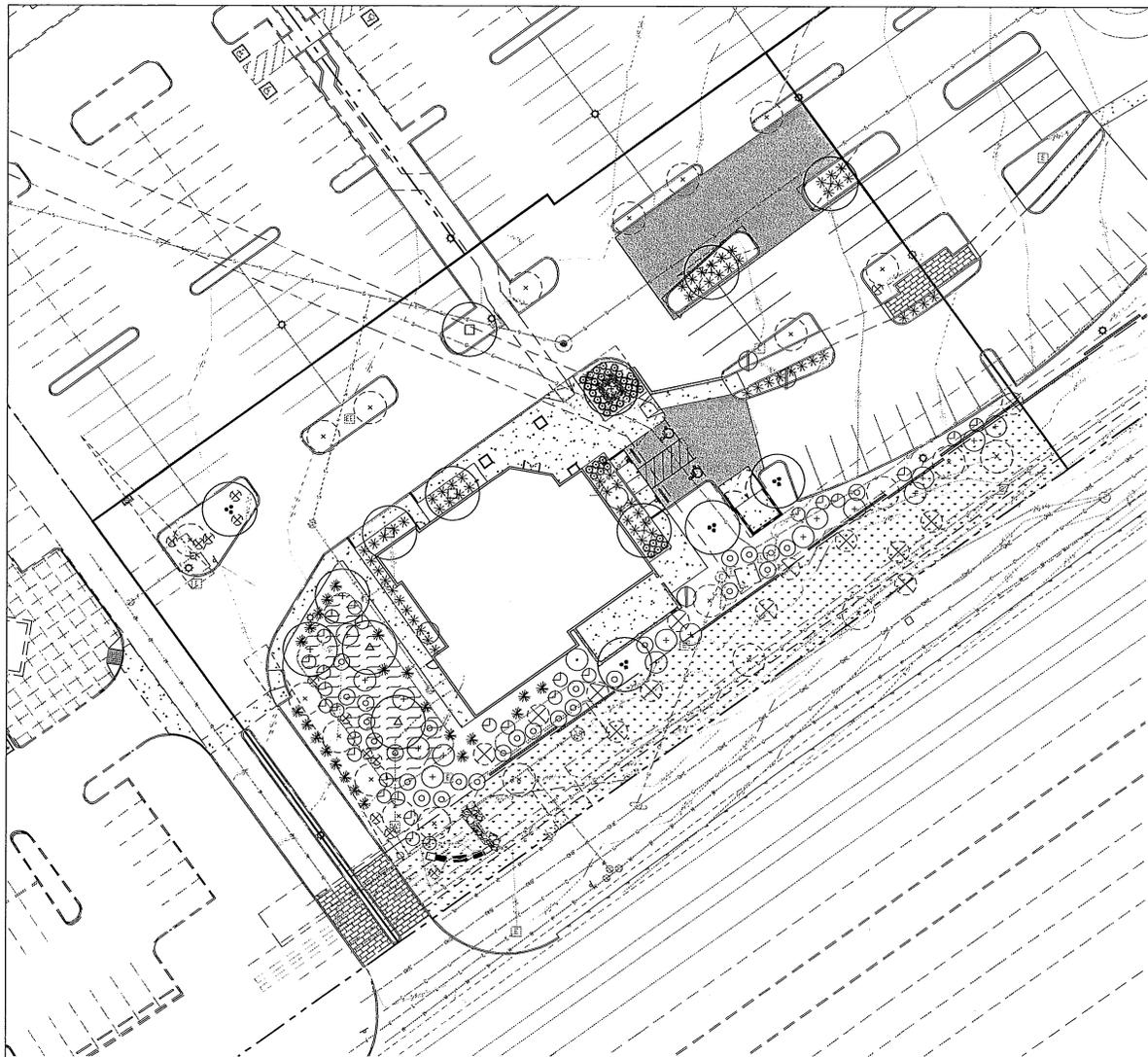
FINAL SITE PLAN for NATIVE AT STEAM PUMP VILLAGE grading plan

4 of 5

Attachment 6

NATIVE AT STEAM PUMP VILLAGE

OVI1600903
 REF: OVI1203-16; IP:1914-01; O11-11; OVI1600241



1 LANDSCAPE PLAN



NOT FOR CONSTRUCTION! NOT FOR BIDDING! FOR AGENCY REVIEW AND APPROVAL ONLY. LANDSCAPE AND IRRIGATION PLANS ARE NOT TO BE USED FOR LANDSCAPE/IRRIGATION BIDDING OR CONSTRUCTION. ARC STUDIO/S, INC. RETAINS ALL RIGHTS TO LANDSCAPE AND IRRIGATION PLANS. LANDSCAPE AND IRRIGATION PLANS MAY NOT BE REPRODUCED WITHOUT PRIOR APPROVAL BY ARC STUDIO/S, INC.

Attachment 6



LANDSCAPE LEGEND

Trees	Size	Qty
velvet mesquite	34"	4
semi-seedless desert willow	34"	3
Pistacia x Red Push	34"	6
red push pistache	34"	3
Shrubs / Succulents	Size	Qty
chihuahuan orchid shrub	5"	3
pop seed	5"	16
jojoba	5"	10
cholla	5"	10
mexican bird of paradise	5"	3
desert spoon	5"	3
brake light yucca	5"	65
sandelilla	5"	3
Ground Covers / Vines	Size	Qty
califolius	1"	35

HARDSCAPE/ GROUND COVER MATERIALS LEGEND

triangle-leaf bursage	10
desert marigold	1.0
mexican poppy gold	1.0
parry penstemon	1.0

ARCHITECT
 GALLOWAY ARCHITECTURE
 6152 SOUTH WILLOW DRIVE, SUITE 320
 GREEN WOOD VILLAGE, COLORADO 80111
 ATTN: TASHA BOLIVAR
 PH: (303) 770-8864
 EMAIL: tashabolivar@gallowayus.com

NO.	DATE	REVISION DESCRIPTION	BY	OWNER/DEVELOPER
				STEAM PUMP FREDDY'S LLC 10450 NORTH 74TH STREET, SUITE 100 SCOTTSDALE, ARIZONA 85258 ATTN: MR. BRAD WILLIAMS PH: (316) 640-5003 EMAIL: brad.williams@lynnmgt.com
				SITE ADDRESS 11107 NORTH ORACLE ROAD ORO VALLEY, ARIZONA 85737



ARC STUDIOS
 Environmental Services
 11107 North Oracle Road
 ORO VALLEY, ARIZONA 85737
 PH: (316) 640-5003
 EMAIL: brad.williams@lynnmgt.com

DATE: 06/06/16
 SCALE: 1"=20'
 C.I.: 1'

LOT 2 OF "STEAM PUMP VILLAGE PHASE 3" AS RECORDED IN BOOK 64 AT PAGE 95 OF MAPS & PLATS, LOCATED IN THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 07, T. 12 S., R. 14 E., G. & S.R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

FINAL LANDSCAPE PLAN FOR NATIVE AT STEAM PUMP VILLAGE

OV16009003 REF: OV1203-16, IP1914-01, O111-11, OV1600241, OV1600221

2 of 3

NATIVE AT STEAM PUMP VILLAGE

Neighborhood Meeting Summary
Steam Pump Village Planned Area Development
Proposed Freddy's Steakburgers and Native Grill and Wings
March 3, 2016
6:00 – 7:30 PM
Town of Oro Valley Town Council Chambers

1. Introductions and Welcome

Meeting Facilitator, Rosevelt Arellano, Senior Planner, introduced the Oro Valley staff Robert Kirschmann, Planner, as project planner. Approximately 15 residents and interested parties attended the meeting, including Vice Mayor Waters and Council member Hornat. Also in attendance was Planning and Zoning Commission Vice-Chair Leedy, Commissioner Hurt, and Commissioner Gribb.

2. Staff Presentation

Robert Kirschmann, Planner, provided a presentation that included:

- Subject Property
- Applicant's request
- Traffic impacts and submittal requirements
- Review process
- Public participation opportunities

3. Applicant Presentation

Jeff Hunt from Cypress Civil Design., provided a presentation detailing the applicant's proposal, which included:

- Overview of project
- Traffic impact to the site
- Anticipated architectural style

4. Public Questions & Comments

Following is a summary of additional questions and comments:

- Why is Native Grill and Wings closer to Oracle Road than Freddy's?
- Does the site have sufficient parking for the proposed uses?
- Concerns were raised regarding the parking located along the driveway in front of Native Grill and Wings.
- Are both restaurants under the same ownership?
- Are Freddy's and Native normally constructed together?
- How many jobs will the proposed restaurants create?
- Concerns were raised regarding separating the drive through from the driveway.
- Can a new driveway be constructed to Oracle Road to serve the restaurants?
- What type of separation will be provided between the school and restaurants?
- When is construction anticipated to start?
- Concern was expressed about noise impacts on the school, particularly during construction.

- What concerns have Basis expressed?
- Is there a setback required for Native from the school because of alcohol sales?
- Will traffic be similar to the location in Phoenix? Have any traffic problems been noted at that location?
- When is happy hour in relation to school hours?
- Mr. Kirschmann and Mr. Hunt addressed some of the questions related to the proposed development and the associated traffic impacts.

Mr. Arellano closed the meeting, thanked everyone for their attendance and encouraged everyone to contact Mr. Kirschmann, the project planner, with any additional thoughts, comments or concerns.

Neighborhood Meeting Summary
Steam Pump Village Planned Area Development
Proposed Freddy's Steakburgers and Native Grill and Wings
May 12, 2016
4:00- – 5:30 PM
Holiday Inn Oro Valley

1. Introductions and Welcome

Meeting Facilitator, Chad Daines, Principle Planner, introduced the Oro Valley staff Robert Kirschmann, Planner, as project planner. Approximately 11 residents and interested parties attended the meeting, including Vice Mayor Waters and Council member Hornat. Also in attendance was Planning and Zoning Commissioners Swope, Hurt and Barrett and Conceptual Design Review Board Chair Eggerding.

2. Staff Presentation

Robert Kirschmann, Planner, provided a presentation that included:

- Subject Property
- Applicant's request
- Traffic impacts and submittal requirements
- Review process
- Public participation opportunities

3. Applicant Presentation

Jeff Hunt from Cypress Civil Design., provided a presentation detailing the applicant's proposal, which included:

- Overview of project
- Traffic impact to the site
- Anticipated architectural style

4. Public Questions & Comments

Following is a summary of additional questions and comments:

- How many seats will the restaurants have?
- How much parking is required?
 - How does the school play into the parking?
- When are deliveries made?
- Concern was raised regarding the setback requirement of the convenience uses from schools.
- Why are they building here and not at Oro Valley Marketplace?
- Who approved the original Master Plan?
 - Was Basis aware of the potential for commercial development?
 - Is Basis aware of the proposed applications?
- How will new Steam Pump Way signal function?
- Concern expressed on happy hour and interaction with school pick up.
- Can a new driveway be constructed to Oracle Road to serve the restaurants?

- What is the distance requirements for the sale of alcohol from the school.
- Mr. Kirschmann, Mr. Daines, Mr. Laws and Mr. Hunt addressed the questions related to the proposed development and the associated traffic impacts.

Mr. Daines closed the meeting, thanked everyone for their attendance and encouraged everyone to contact Mr. Kirschmann, the project planner, with any additional thoughts, comments or concerns.



Conceptual Architecture Conceptual Design Review Board Staff Report

PROJECT: Native Grill and Wings

CASE NUMBER: OV1600903

MEETING DATE: June 22, 2016

AGENDA ITEM: 2

STAFF CONTACT: Robert Kirschmann, Planner
rkirschmann@orovalleyaz.gov (520) 229-4836

Applicant: Matt Stuart, Cypress Civil Development

Request: Conceptual Architecture for a 4,900 square foot restaurant

Location: 11107 N. Oracle Road, Steam Pump Village, west side of Oracle Road in front of Basis School

Recommendation: Recommend approval of the requested Conceptual Architecture

SUMMARY:

The purpose of this request is to consider Conceptual Architecture for the Native Grill and Wings restaurant proposed within Steam Pump Village. The site is located on the west side of Oracle Road, in front of Basis School (Attachment 1).

The request (Attachment 2) includes the following elements:

- Approximately 4,900 sq. ft. restaurant
- Outdoor patio seating

The proposed architecture represents a southwest contemporary design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with metal roofing and awnings, stone and brick veneer, and an enhanced entry element. The proposed architecture incorporates materials and colors used within the overall Steam Pump Center.

The proposed Conceptual Architecture have been reviewed and are in conformance with the Town's Design Principles and Steam Pump Village Architectural Guidelines. Staff is recommending approval.

BACKGROUND:

Existing Site Conditions

- Approved for 9,100 square foot building
- Zoning: Steam Pump PAD
- Vacant
- Existing hardscape includes:
 - Parking
 - Drive aisles
 - Pedestrian paths

Proposed Improvements

- 4,900 sq. ft. restaurant
- Outdoor patio seating
- Design: southwest contemporary style architecture

Approvals to Date

1988: Subject property annexed

1988: Subject property rezoned to Steam Pump Village PAD

2005: Steam Pump Village PAD amended

2011: Steam Pump Village PAD amended

DISCUSSION / ANALYSIS:

The proposed architecture was analyzed for conformance with the Design Principals of the Zoning Code and the Steam Pump Village PAD Architectural Guidelines.

As information, a Conceptual Site Plan Review is not required because the proposal is in substantial conformance with the approved development plan. As such, this agenda item is limited to architecture only. A copy of the overall site development plan and the Final Site Plan for Native are included for information as Attachments 3 and 4 respectively.

Proposed Conceptual Architecture

The proposed architecture represents a southwest contemporary design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with metal roofing and awnings, stone and brick veneer, as well as an architectural element defining the entryway.

The proposed building is one (1) story, predominately 22 feet with roof elements to 25 feet tall and conforms with the height requirements of the Steam Pump PAD.

Steam Pump Village PAD Architectural Guidelines

“Avoid long, unarticulated building facades...”

“Avoid long, linear vistas and buildings edges...along the streetscape”

The proposed architecture addresses this standard by utilizing a number of design elements including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

The proposed architecture is consistent with the above guidelines intended to minimize the visual impact of the building and provide visual interest to the center. The proposed architecture incorporates materials and colors used within the overall Steam Pump center.

“Conceal service areas...by screening walls of a material and color consistent with the building”

The proposed design includes stone veneer and stucco on the refuse enclosure that matches the colors and materials utilized on the primary building. The proposed design is consistent with this architectural guideline.

“Subdued earth tone colors are recommended...however the use of strong accent colors...are encouraged to create tasteful variety and interest.”

The original submittal included an all red canopy. Staff worked with the applicant to reduce the amount of red, which is now used as an accent only, consistent with the Design Guidelines. The proposed architecture incorporates a red accent band into the design to add variety and visual interest to the façade.

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

The Conceptual Architecture (Attachments 2) is in conformance with applicable Architectural Design Principles. Following are the Design Principles (*in italics*) followed by staff evaluation of how the architecture conforms and responds to the principles:

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

The proposed architecture represents a southwest contemporary style that incorporates desert tones, hues and materials. The predominant external material will be painted stucco with various accent materials including stone and brick veneer and metal roofing consistent with colors and materials found in the center.

Secondarily, the design incorporates a patio seating area oriented west, entirely shaded by a metal roof, a feature appropriate for the Sonoran Desert climate.

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

The height and mass of the proposed building are appropriate to the area and will result in an appropriately scaled development. The proposed building height is predominantly 22 feet with several roof elements at a maximum height of 25 feet. The building height is compatible with the adjacent commercial development.

Façade articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to; overhangs, trellises, projections, awnings, insets, material, and texture shall be used to create visual interest that contribute to a building's character.

The proposed architecture provides significant façade articulation through the use of several elements, including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

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

No mechanical equipment, refuse enclosures, appurtenances, or utilities will be visible from nearby residences or streets. Roof mounted equipment will be located below the parapet and roof access will be provided internal to the building.

The proposed refuse collection area will be enclosed within architecturally consistent screen walls designed to be architecturally consistent with the main building. The area will be further screened from Oracle Road by existing and proposed landscaping within the proposed buffer yard.

CONCLUSION/RECOMMENDATION:

Based on a finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines, it is recommended that the Conceptual Design Review Board take the following action:

Recommend approval to Town Council of the requested Conceptual Architecture.

SUGGESTED MOTIONS:

I move to recommend approval of the Conceptual Architecture finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines.

OR

I move to recommend denial, finding that the request is not in conformance with the Design Principles and Steam Pump Village Design Guidelines, specifically,

ATTACHMENTS:

1. Location Map
2. Applicant Submittal
3. Overall Site Plan
4. Native Grill and Wings Site Plan


Bayer Vella, AICP Planning Manager



Town Council Regular Session

Item # H.

Meeting Date: 07/06/2016

Requested by: Paul Keesler

Submitted By: Paul Keesler, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)16-34, authorizing and approving a cooperative Intergovernmental Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program

RECOMMENDATION:

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

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

EXECUTIVE SUMMARY:

This is a cooperative Intergovernmental Agreement (IGA) (see attachment 2) between Pima County and the Town of Oro Valley for the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME).

The Town and the County have historically approved these triennial IGAs, which provides Oro Valley with the ability to directly apply to the County for available US Department of Housing and Urban Development (HUD) entitlement funds--in lieu of having to competitively apply via the State of Arizona. In addition, these agreements "re-certify" Pima County as an Urban County, a HUD requirement for entitlement funded agencies, (see attachment 3 for a summary letter from the County to the town manager).

BACKGROUND OR DETAILED INFORMATION:

Pima County concurrently executes identical documents with the towns of Marana, Sahuarita, and the City of South Tucson. Historically, the Town of Oro Valley has entered into an Intergovernmental Agreement (IGA) with Pima County for Community Development Block Grant (CDBG) purposes. This arrangement between Oro Valley and Pima County was initiated in 1984 and has been renewed every term except in 1998, which resulted in a loss of funding in the amount of \$80,000 for the region. The proposed IGA for 2016 is for a three-year period (fiscal years 2017, 2018 & 2019).

There are a few changes in the language of this IGA from the last approved agreement; however, these are minor and do not alter its use and overall functionality. All changes are related to compliance language stipulated in the Code of Federal Registry that are passed down to entities utilizing Federal HUD funding. The previous IGA is attached for reference, see attachment 4.

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

FISCAL IMPACT:

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

SUGGESTED MOTION:

I MOVE to approve Resolution No. (R)16-34, authorizing and approving a cooperative Intergovernmental Agreement between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program

Attachments

(R)16-34 Pima County IGA

Attachment 1 - IGA

Attachment 2 - Letter to TM

Attachment 3 - 2013 CDGB IGA

RESOLUTION NO. (R)16-34

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

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

WHEREAS, on July 5, 2013 the Town Council approved Resolution (R)13-49 authorizing and ; and approving the IGA between the Town of Oro Valley and Pima County for the Community Development Block Grant Program and Home Investment Partnership Program; and

WHEREAS, the Town and Pima County desires to continue to participate in the cooperative Intergovernmental Agreement to meet the requirements of the Housing and Community Development Act of 1974 and subsequent amendments thereof; and

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

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

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

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

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this _____ day of _____, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

**PIMA COUNTY COMMUNITY DEVELOPMENT AND
NEIGHBORHOOD CONSERVATION DEPARTMENT**

Program/Project Name:	Community Development Block Grant and HOME Investment Partnership Cooperative Agreement
Awardee:	Town of Oro Valley 11000 N. La Cañada Drive Oro Valley, AZ 85737
DUNS No.:	098039373
Contract Term:	July 1, 2016 – June 30, 2019
Amount:	No Cost
Funding:	U.S. Department of Housing and Urban Development
Federal Contract No.	N/A
Award Date:	N/A

This Intergovernmental Agreement (“IGA” or “Agreement”) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and the Town of Oro Valley, AZ, a municipal corporation in the State of Arizona (“Town”) to acknowledge and comply the requirements established by the U.S. Department of Housing and Urban Development (“HUD”) for a Cooperative Agreement between jurisdictions of an Urban County.

RECITALS

- A. County may receive HUD Entitlements including Community Development Block Grant (“CDBG”) funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383) (“the Act”) and under the HOME Investment Partnership Program (“HOME”) for **federal fiscal years 2017, 2018, and 2019**.
- B. With cooperation of Town and other incorporated jurisdictions within Pima County, County receives and agrees to utilize these CDBG, HOME and other applicable HUD funds as an Urban County and must, therefore, enter into a Cooperative Agreement for undertaking activities using such funds.
- C. County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951 *et seq.*
- D. Both County and Town are authorized by law to engage in affordable housing and community development activities.
- E. The Pima County Board of Supervisors and the Oro Valley Town Council both find that it is in the best interests of their residents, to enter into this IGA to engage in CDBG and HOME affordable housing and community development activities pursuant to the provisions of this IGA.
- F. Pima County is designated as an Urban County and will act as the sponsoring agency to administer and implement the terms and conditions of the CDBG and HOME grants in accordance with applicable federal, state and local laws.

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

1.0 TERM, EXTENSIONS AND AMENDMENTS

- 1.1 This Agreement, will commence on July 1, 2016 and will terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Agreement. **This Agreement covers CDBG and HOME funding for federal fiscal years 2017, 2018 and 2019.**
- 1.2 This Agreement may be amended to extend the term in order to:
 - 1.2.1 Complete activities funded, but not completed;
 - 1.2.2 Expend Program Income (“PI”) received, but not expended prior to the termination date; or
 - 1.2.3 To continue the Agreement for additional three (3) year periods.
- 1.3 Any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.
- 1.4 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.
- 1.5 The terms of this Agreement will survive and remain in effect during any period that Town has control over CDBG or HOME funds, including program income.
- 1.6 The parties agree that fully executed amendment(s) to this IGA will be entered into as required or necessary to:
 - 1.6.1 Implement a detailed and formulated comprehensive plan and program for CDBG and HOME activities;
 - 1.6.2 Comply with any grant agreement received from HUD;
 - 1.6.3 Comply with the regulations issued pursuant to the Act;
 - 1.6.4 To meet the requirements for Cooperative Agreements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification of the Urban County is scheduled.

2.0 SCOPE OF SERVICES

- 2.1 Urban County. The parties acknowledge and agree that Pima County is an Urban County as established in the Urban County Qualification Notice. As recipient of the CDBG and HOME funds on behalf of the Urban County, County is the designated sponsoring agency.
- 2.2 County obligations. County will perform activities required of a sponsoring agency, including, but not limited to:
 - 2.2.1 Administer and implement the CDBG and HOME programs for both County and Town;
 - 2.2.2 Assume full responsibility for:
 - 2.2.2.1 The execution of any grant agreement received pursuant to the Community Development and Housing Consolidated Plan approved pursuant to 24 CFR Part 91 (“the Consolidated Plan”)
 - 2.2.2.2 The execution of the housing and community development programs;
 - 2.2.2.3 Performance pursuant to the Consolidated Plan;
 - 2.2.2.4 Ensuring the Town takes actions necessary for accomplishment of the community development program; and
 - 2.2.2.5 Meeting applicable federal legislation and regulations and state and local laws.

- 2.2.3 Assume all the obligation of applicant for:
 - 2.2.3.1 Assistance under the Act and any subsequent amendments;
 - 2.2.3.2 Three-year certifications as required by HUD; and
 - 2.2.3.3 The Consolidated Plan.
- 2.2.4 Plan and undertake community development projects in unincorporated Pima County and within the boundaries of the Town of Oro Valley;
- 2.2.5 In consultation with Town and other participating jurisdictions, prepare the Consolidated Plans as required by HUD; and
- 2.2.6 Prepare the required amendment(s) to the IGA, as set forth in paragraph 1.6 and provide to Town for execution.

2.3 Town Obligations.

- 2.3.1 As part of the Urban County, Town agrees that County is delegated the power to plan and undertake community development projects within its jurisdiction and that County will have the final responsibility for selecting all CDBG and HOME projects in accordance with the approved Consolidated Plan.
- 2.3.2 Pursuant to 24 CFR §570.501(b), Town is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR § 570.503
- 2.3.3 Upon execution of this IGA, Town will:
 - 2.3.3.1 Not apply for CDBG funds from the State of Arizona Small Cities Program;
 - 2.3.3.2 Not participate in a HOME consortium, except through the Urban County during the period in which it is participating in the Urban County's CDBG Program;
 - 2.3.3.3 Fully cooperate with County in all CDBG and HOME efforts under this IGA;
 - 2.3.3.4 Assist County in doing and all things required or appropriate to comply with the provisions of any grant agreement received by County pursuant to the Act and its regulations;
 - 2.3.3.5 Undertake, or assist in undertaking, community renewal and low- and moderate-income housing assistance activities if, at any time, County lacks authority to perform such an activity within the Town's boundaries; and
 - 2.3.3.6 Not take any actions to impede County's compliance with the Urban County Fair Housing Certification.

2.4 Mutual Obligations.

- 2.4.1 The primary objective of Title I of the Act is to develop viable urban communities by providing decent housing and suitable living environments and expanding opportunities. These efforts will principally be accomplished for the benefit of persons of low- and moderate-income, as defined by HUD.
- 2.4.2 Town and County cooperate in undertaking community renewal and low- and moderate-income housing assistance activities, specifically urban renewal and publicly assisted housing in qualifying areas.
- 2.4.3 Consolidated Plan. To qualify for funds under the Act, a Consolidated Plan must be submitted to and approved by HUD.
 - 2.4.3.1 Town and County will cooperate in the development of the required Consolidate Plans for submission to HUD.

2.4.3.2 Town and County agree to abide by the terms and conditions of any approved Consolidated Plan for housing and community development activities as submitted to HUD.

2.4.3.3 Neither Town nor County will have the power to veto or otherwise restrict or withhold the support given by County or Town to the activities proposed in the Consolidated Plan for any program year covered by this IGA.

2.4.4 Civil Rights Demonstrations. Within their respective jurisdictions, Town and County:

2.4.4.1 Have adopted and are enforcing policies prohibiting the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and

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

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

3.0 FUNDING

3.1 **The terms of this IGA will apply to Town if, and only if, Town requests and receives CDBG or HOME funding awarded to the Urban County for activities within the boundaries of Town under the terms of this IGA.**

3.2 In the event that Town does not comply with a federal prerequisite in order for funds to be expended in its jurisdiction, Town's share will be allocated by County to other entities who qualify under the provisions of the Act.

3.3 County will not provide CDBG or HOME funds to Town, if Town does not affirmatively further fair housing within its own jurisdiction.

3.4 Nothing in this IGA will be construed as limiting in any manner the powers of either party to initiate and complete a local project within its respective jurisdiction with its own funds.

4.0 INSURANCE

Town and County will maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.

5.0 INDEMNIFICATION

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

6.0 COMPLIANCE WITH LAWS

- 6.1 Town and County will carry out all CDBG and HOME funded activities under this IGA in accordance with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 6.2 Town and County will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except Town does not assume:
 - 6.2.1 County's environmental responsibilities described in 24 CFR 570.604; and
 - 6.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- 6.3 Town and County each warrant that CDBG and HOME funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:
 - 6.3.1 Political activities;
 - 6.3.2 Inherently religious activities;
 - 6.3.3 Lobbying;
 - 6.3.4 Political patronage; or
 - 6.3.5 Nepotism activities.
- 6.4 In the administration and management of CDBG and HOME projects undertaken within the Town of Oro Valley, Town and County will comply with the applicable provisions of:
 - 6.4.1 Title VI of the Civil Rights Act of 1964;
 - 6.4.2 Fair Housing Act;
 - 6.4.3 Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974.
 - 6.4.4 National Environmental Policy Act,
 - 6.4.5 Uniform Relocation Act,
 - 6.4.6 Section 504 of the Rehabilitation Act of 1973; and
 - 6.4.7 All rules and regulations applicable to the Acts set forth above.
- 6.5 Town and County will affirmatively further fair housing within their respective jurisdictions.
- 6.6 Town will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

7.0 ASSIGNMENT

Neither party will not assign its rights to this Agreement in whole or in part, without prior written approval of the other party. This IGA will be binding upon the parties hereto, their successors and assignees. Any assignment of Agreement will be void without the consent of the other party.

8.0 NON-DISCRIMINATION

- 8.1 Town and County agree to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

8.2 During the performance of this contract, Town and County will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

9.0 AMERICANS WITH DISABILITIES ACT

Town and County will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. Failure to do so could result in the termination of this Agreement.

10.0 CANCELLATION FOR CONFLICT OF INTEREST

10.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

10.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

11.0 NON-APPROPRIATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

12.0 NOTICE

Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

<u>County:</u>	<u>Town:</u>
Margaret Kish, Director Pima County Community Development and Neighborhood Conservation 2797 E. Ajo Way Tucson, AZ 85713	XXXXXX Town of Oro Valley 11000 N. La Cañada Drive Oro Valley, AZ 85737

13.0 RECORDS

All records of County and of Town related to this IGA, the Consolidated Plan and any projects undertaken pursuant thereto will, upon reasonable notice, be available for inspection by HUD, County, and/or Town auditors, during normal business hours.

14.0 REMEDIES

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

15.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

16.0 ENTIRE AGREEMENT

- 16.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.
- 16.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 16.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

THIS AGREEMENT MAY BE EXECUTED IN COUNTPARTS

PIMA COUNTY

TOWN OF ORO VALLEY

Chair, Board of Supervisors

Satish Hiremath, Mayor

Date: _____

Date: _____

ATTEST

ATTEST

Clerk of the Board

Town Clerk

Date: _____

APPROVED AS TO CONTENT:

Director, Community Development
and Neighborhood Conservation

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

PIMA COUNTY:

TOWN OF ORO VALLEY:

FOR Karen S. Friar, Deputy County Attorney

Joe Andrews, Legal Counsel, Town of Oro
Valley

OPINION OF DEPUTY COUNTY ATTORNEY

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

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

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

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

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

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



5/20/16

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

Sent via email and US Mail

RE: Urban County Qualification for Participation in the CDBG Program for FY's 2017-2019

Dear Mr. Caton:

The Department of Housing and Urban Development (HUD) has recently notified Pima County that it is scheduled to recertify as an Urban County under the Community Development Block Grant Program (CDBG) for fiscal years 2017-2019 and respectfully requests the Town of Oro Valley's continued participation. Pima County routinely certifies its Urban County status and executes respective cooperative agreements with participating jurisdictions, such as the Town of Oro Valley, every three years.

Continued participation via an executed cooperative agreement allows the Town the ability to administer and manage its own CDBG projects via the Pima County Urban County Program should it desire. In addition, participation also allows Pima County to invest its CDBG and other HUD funds in Oro Valley which have directly assisted qualified homeowners with needed home repairs and area non-profits that conduct social services that benefit Oro Valley residents. Most importantly, Oro Valley's participation allows the Town's population and associated demographics to be included into the formula that generates the federal entitlements, resources and associated funding directed to our region. Finally, as part of the Urban County Program your community is automatically eligible to participate in Emergency Solution Grant and HOME Investment Partnership Program opportunities.

Incorporated political jurisdictions, with populations under 50,000 persons, must elect to either join with the Urban County Program or opt to compete for funds in the State of Arizona, Small Cities Program. We believe that the Town of Oro Valley will financially benefit from its continued participation in the Urban County Program; however, the decision is ultimately up to the Town Council. The decision of whether or not to continue to participate must be approved by your governing body via an executed intergovernmental, cooperative, agreement by July 22, 2016. Pending limited summer Mayor and Council agenda schedules, the cooperative agreement can be executed in counterparts and is attached for consideration. However, if the Council chooses not to participate in the Urban County Program, please complete the enclosed *Notification of Intent Not to Participate in the Urban County Program*, and return a copy to both Pima County and HUD representatives listed below by June 23, 2016:

Daniel Tylutki
Pima County CDNC
2797 E. Ajo Way, 3rd Fl.
Tucson, AZ 85713

Michael Flores
HUD CPD
1 N. Central Ave., Ste. 600
Phoenix, AZ 85004

If you or your staff have any questions, concerns, or require any further clarification regarding the cooperative and mutual benefit in participating in the Urban County Program, please contact me directly at (520) 724-6754 or via email at daniel.tylutki@pima.gov.

Sincerely,

Daniel Tylutki, Community Development Program Manager



NOTICE OF INTENT NOT TO PARTICIPATE
IN THE URBAN COUNTY PROGRAM

It is the intent of the Town of Oro Valley not to participate with the County of Pima, Arizona in the Urban County Qualification for Participation in the Community Development Block Grant Program sponsored by the United States Department of Housing and Urban Development Fiscal Years 2017, 2018, and 2019.

BY:

Mayor

Date:

ATTEST:

Clerk

Date:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS.

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

PIMA COUNTY BOARD OF SUPERVISORS

TOWN OF ORO VALLEY

Chairman, Board of Supervisors

Mayor

ATTEST:

Clerk, Board of Supervisors

Town Clerk

REVIEWED BY:

Director, Community Development &
Neighborhood Conservation Department

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

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


Karen S. Friar, Deputy County Attorney

Joe Andrews, Legal Counsel, Town of Oro Valley

OPINION OF DEPUTY COUNTY ATTORNEY

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

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

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

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

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



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



Town Council Regular Session

Item # I.

Meeting Date: 07/06/2016

Requested by: Jose Rodriguez

Submitted By: Jose Rodriguez, Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

Resolution No. (R)16-35, authorizing and approving acquisition agreements for slope, drainage and utility easements for the Lambert Lane Phase II project between Rancho Sonora Drive and La Cañada Drive

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

The Lambert Lane Phase II project consists of widening the roadway from two to four lanes from west of Rancho Sonora Drive to just east of the La Cañada intersection. The primary objective of this project is to lower the roadway profile west of the La Cañada intersection to correct the substandard sight distance due to the existing vertical curvature of the street.

Roadway improvements include, but are not limited to, additional travel lanes, drainage facilities, curb addition, raised median, bike lanes, retaining walls, sidewalk, traffic signal, multi-use path, and installation of 8-inch and 12-inch water mains for the Water Utility Department. There are eight areas outside the right-of-way that are needed to tie-in the new roadway improvements. These areas are privately owned and identified as slope, drainage and utility easements.

BACKGROUND OR DETAILED INFORMATION:

The proposed roadway improvements will require additional easements to accommodate and preserve slope and drainage improvements. Tierra Right of Way was hired to appraise the market value of the easements and to offer just compensation to the property owners.

The Town is seeking to acquire the following easements for the Lambert Lane Project Phase II:

Douglas S. and Ana Marie Potter	224-40-0980	Slope	\$12,800.00
Roy R. Contreras & Vicki Lee Contreras	224-40-0350	Drainage	\$6,900.00
Richard Hicks	224-40-0340	Drainage	\$7,400.00
Ronald & Gail Gibbs	224-40-0900	Underground	\$4,600.00
Jeffery E. Carroll & Virginia A. Carroll	224-40-0910	Underground	\$1,000.00
Golder Ranch Fire District	224-25-023D	Slope	\$41,300.00
The Uplands at Lambert Lane HOA	224-25-2450	Drainage/Slope	\$3,700.00
Walgreens Arizona Drug Co.	224-40-3401	Slope/ Water	\$26,700.00

Town and Tierra Right of Way staff worked with the adjacent property owners in acquiring the proposed easements. All but two owners have accepted and signed off on the acquisition agreements (see Exhibit A). We expect to have the last two owners, Carroll and Walgreens, sign off the acquisition agreements by early August 2016 and ask Town Council to delegate the execution of the remaining acquisition agreements to the Director of Community Development and Public Works on behalf of the Town of Oro Valley. The easements will be paid from the Lambert Lane Project which has appropriated funds for right-of-way acquisitions.

FISCAL IMPACT:

There is no fiscal impact to the town. All easements will be paid from Lambert Lane Phase II project funds.

SUGGESTED MOTION:

I MOVE to (approve or deny) Resolution No. (R)16-35, authorizing and approving Acquisition Agreements for slope, drainage and utility easements for the Lambert Lane Phase II project between Rancho Sonora Drive and La Cañada Drive.

Attachments

- (R)16-35 Lambert Lane Phase II project
 - Exhibit A1 Potter
 - Exhibit A2 Contreras
 - Exhibit A3 Hicks
 - Exhibit A4 Gibbs
 - Exhibit A5 Golder Ranch Fire District
 - Exhibit A6 The Uplands at Lambert Lane HOA
-

RESOLUTION NO. (R)16-35

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING AND APPROVING ACQUISITION AGREEMENTS FOR SLOPE, DRAINAGE AND UTILITY EASEMENTS FOR THE LAMBERT LANE PHASE II PROJECT BETWEEN RANCHO SONORA DRIVE AND LA CANADA DRIVE

WHEREAS, the Town desires to obtain various slope, drainage and utility easements from the eight property owners of properties adjacent to the Lambert Lane Phase II project site between Rancho Sonora Drive and La Canada Drive, through acquisition agreements attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, these Easements will be needed for the roadway improvements to Lambert Lane between Rancho Sonora Drive and La Canada Drive; and

WHEREAS, Tierra Right of Way was hired to appraise the market value of the easements and to offer just compensation to the property owners, such compensation is coming from the Lambert Lane Phase II project funds; and

WHEREAS, six of the eight property owners have signed the agreements, with Carroll and Walgreens still needing the sign; and

WHEREAS, the Town desires to allow the Director of Community Services to authorize and approve the remainder of the acquisition agreements during Council break; and

WHEREAS, it is in the best interest of the Town to approve the acquisition agreements granting the Town slope, drainage and utility easements from the eight property owners adjacent to the Lambert Lane Phase II project site, between La Canada Drive and Rancho Sonora Drive.

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

1. The Acquisition Agreements for slope, drainage and utility easements for the Lambert Lane Phase II project between Rancho Sonora Drive and La Canada Drive, attached hereto as Exhibit "A" is hereby authorized and approved.
2. The Director of Community Services is authorized to execute the remaining acquisition agreements on behalf of the Town of Oro Valley.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this __ day of _____, 2016.

TOWN OF ORO VALLEY

Dr. Satish I. Hiremath, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Legal Services Director

Date: _____

Date: _____

EXHIBIT “A”

ACQUISITION AGREEMENT

This Agreement is made by and between **Douglas S. Potter and Ana Marie Potter, husband and wife, as joint tenants with right of survivorship**, ("Owner"), and the **Town of Oro Valley**, a municipal corporation ("Town").

- Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on June 30, 1988, in Docket 8319 at Page 1972 in the Pima County Recorder's Office, together with all improvements (the "Property") thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B"), which an Easement is being conveyed by Owner to Town in relation to the public improvement known as: Lambert Lane, La Cholla Blvd. to La Canada Dr. The Town has determined the need to acquire an Easement (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "A-1". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **\$12,800.00**. (the "Acquisition Amount"), subject to the terms and conditions set forth below:

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Slope Easement Interest (sq. ft.)	6,887	\$ 2.0517	\$ 14,130.06
Percentage of Easement Rights (90%)			\$ 0.90
TOTAL JUST COMPENSATION			\$ 12,717.05
TOTAL JUST COMPENSATION (ROUNDED)			\$ 12,800.00

- Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
- Conveyance Document.** Upon execution of this Agreement the Owner shall deposit with the Town all necessary documents to convey the above referenced real Easement interests to Grantee, attached here as Exhibit "A" and "A-1".
- No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area without written approval of the Town. Personal property may be removed prior to close of escrow.
- Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

S15/T12S/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders consent to the easement for the Acquisition Area.
7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 30 days after the date this Agreement is approved by the Oro Valley Mayor and Council or (b) 30 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by theTown.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for all Project activities effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

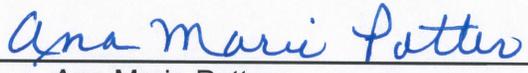
S15/T12S/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Oro Valley for certain conflicts of interest.
16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but were agreed through compromise and settlement to avoid litigation.
20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Oro Valley.

Douglas S. Potter and Ana Marie Potter, husband and wife (Owner)

By: 
Douglas S. Potter

Date: 2-25-16

By: 
Ana Marie Potter

Date: 2-25-16

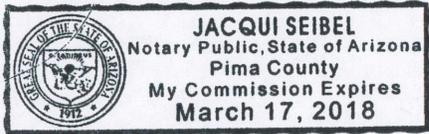
S15/T12S/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 25th day of FEBRUARY, 2016 by Douglas S. Potter and Ana Marie Potter, husband and wife, as joint tenants with right of survivorship

In witness whereof, I have set my hand and official seal.

My commission expires: 3-17-2018



Jacquie Seibel
Notary Public

Town of Oro Valley, a municipal corporation (Town)

By: _____
Satish I. Hiremath, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Town Attorney

Date: _____

Date: _____

S15_/T12S_/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

Exhibit "A"

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT**
(Pima County Assessor Parcel No. 224-40-09801)

That part of Lot 509, RANCHO FELIZ, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 31 of Maps and Plats at page 92, being more particularly described as follows:

COMMENCING at the North quarter corner of Section 15 (brass stem in concrete) Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the Northeast corner of said Section 15 (aluminum disk in concrete) bears North 89°35'38" East, 2642.55 feet;

thence North 89°35'38" East, 1317.06 feet along the North line of said Section 15;

thence departing said North line of Section 15, South 00°24'22" East, 75.00 feet to the North line of said Lot 509 and the POINT OF BEGINNING;

thence departing said North line of Lot 509, South 00°14'46" East, 36.00 feet along the westerly line of the 170 foot wide Drainage and Maintenance Easement as shown on said map of RANCHO FELIZ;

thence departing said westerly line of the 170 foot wide Drainage and Maintenance Easement, South 89°35'38" West, 195.00 feet to the West line of said Lot 509;

thence North 00°14'46" West, 11.07 feet along said West line to the beginning of a curve concave southeasterly having a radius of 25.00 feet;

thence northeasterly 39.20 feet along said curve through a central angle of 89°50'24" to said North line of Lot 509;

thence North 89°35'38" East, 170.07 feet along said North line to the POINT OF BEGINNING,

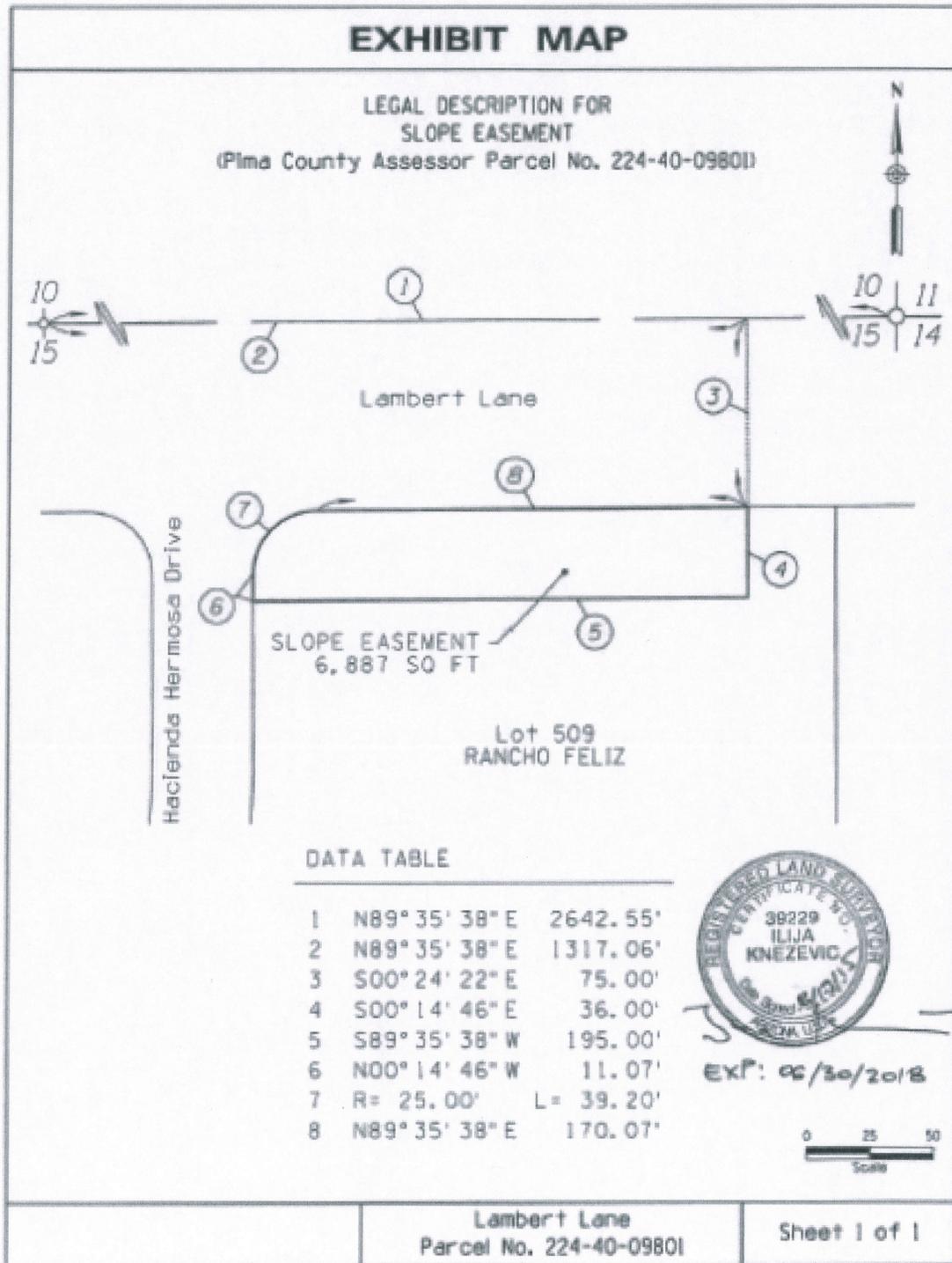
Said slope easement contains 6,887 square feet or 0.1581 acres more or less.



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S15/T12S/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1"



8/18/2015

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S15/T12S/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

Exhibit "B"

SUMMARY STATEMENT OF OFFER TO PURCHASE AND IMPROVEMENT REPORT

This statement accompanies our offer letter of February 25, 2016, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 10390 North Placita Lujoso, Oro Valley, Arizona

APN: 224-40-0980

Property of: Douglas S. Potter and Ana Marie Potter, husband and wife

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Slope Easement Interest (sq. ft. vacant land)	6,887	\$ 2.0517	\$ 14,130.06
Percentage of Easement Rights (90%)			\$ 0.90
TOTAL JUST COMPENSATION			\$ 12,717.05
TOTAL JUST COMPENSATION (ROUNDED)			\$ 12,800.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There is zero person(s) living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

SIGNATURE: _____

Douglas S. Potter
Douglas S. Potter

Dated: _____

2-25-16

SIGNATURE: _____

Ana Marie Potter
Ana Marie Potter

Dated: _____

2-25-16

S15/T12S/R13E	LAMBERT LANE, LA CHOLLA BLVD TO LA CANADA DR 15T0-008
Parcel No. 224-40-0980	Acquisition Agreement for Town of Oro Valley

ACQUISITION AGREEMENT

This Agreement is made by and between **Roy R. Contreras and Vicki Lee Contreras as Trustees of the Roy R. Contreras and Vicki Lee Contreras Revocable Trust Agreement dated December 6, 1999**, ("Owner"), and the **Town of Oro Valley**, a municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on July 28, 2000, in Docket 11350 at Page 4262 in the Pima County Recorder's Office, together with all improvements (the "Property") thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B"), which an Easement is being conveyed by Owner to Town in relation to the public improvement known as: Lambert Lane: La Cholla Blvd. to La Canada Dr. The Town has determined the need to acquire an Easement (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "A-1". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **\$6,900.00** (the "Acquisition Amount"), subject to the terms and conditions set forth below:

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Drainage Easement (6,744 sq. ft. X \$1.3473 per sq. ft. X 75%)	6,744	\$ 1.0100	\$ 6,811.44
TOTAL JUST COMPENSATION			\$ 6,814.64
TOTAL JUST COMPENSATION (ROUNDED)			\$ 6,900.00

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
3. **Conveyance Document.** Upon execution of this Agreement the Owner shall deposit with the Town all necessary documents to convey the above referenced real Easement interests to Grantee, attached here as Exhibits "A" and "A-1".
4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area without written approval of the Town. Personal property may be removed prior to close of escrow.
5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.
6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12 /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders consent to the easement for the Acquisition Area.

7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 30 days after the date this Agreement is approved by the Oro Valley Mayor and Council or (b) 30 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by theTown.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for all Project activities effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12 /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

- 15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Oro Valley for certain conflicts of interest.
- 16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
- 17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
- 18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
- 19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but were agreed through compromise and settlement to avoid litigation.
- 20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Oro Valley.

Roy R. Contreras and Vicki Lee Contreras as Trustees of the Roy R. Contreras and Vicki Lee Contreras Revocable Trust Agreement dated December 6, 1999

By:  2/25/16
 Roy R. Contreras Date

As: Trustee

By:  2/25/16
 Vicki Lee Contreras Date

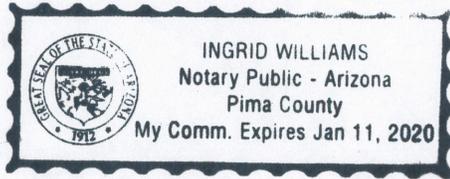
As: Trustee

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12 /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 25th day of February, 2016, by Roy R. Contreras and Vicki Lee Contreras as Trustees of the Roy R. Contreras and Vicki Lee Contreras Revocable Trust Agreement dated December 6, 1999.

In witness whereof, I have set my hand and official seal.



My commission expires:

January 11, 2020

Ingrid Williams
Notary Public

Town of Oro Valley, a municipal corporation (Town)

By: _____
Satish I. Hiremath, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Town Attorney

Date: _____

Date: _____

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

Exhibit "A"
Legal Description for Drainage Easement

**LEGAL DESCRIPTION FOR
DRAINAGE EASEMENT**
(Pima County Assessor Parcel No. 224-40-03502)

That part of Lot 446, RANCHO FELIZ, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 31 of Maps and Plats at page 92, being more particularly described as follows:

COMMENCING at the North quarter corner of Section 15 (brass stem in concrete) Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the Northeast corner of said Section 15 (aluminum disk in concrete) bears North 89°35'38" East, 2642.55 feet;

thence North 89°35'38" East, 91.99 feet along the north line of said Section 15;

thence departing said North line, South 00°24'22" East, 75.00 feet to the northeasterly corner of said Lot 446 and the POINT OF BEGINNING;

thence South 20°57'35" East, 69.42 feet along the easterly line of said Lot 446;

thence departing said easterly line, South 89°35'38" West, 115.80 feet to the West line of said Lot 446;

thence North 00°38'03" West, 65.00 feet along said West line of Lot 446 to the northwesterly corner of said Lot 446;

thence North 89°35'38" East, 91.69 feet along the North line of said Lot 446 to the POINT OF BEGINNING.

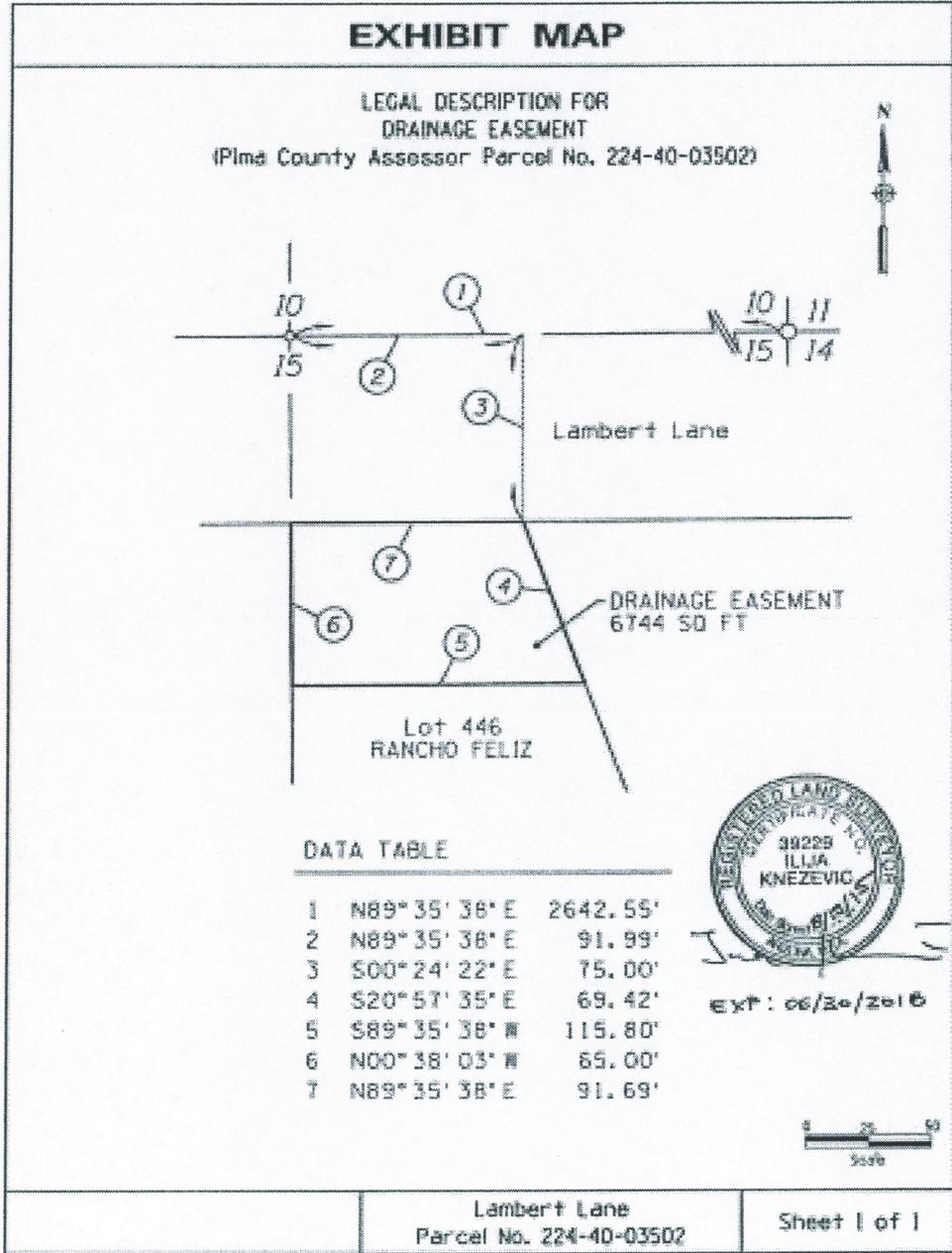
Said drainage easement contains 6,744 square feet or 0.1548 acres more or less.



EXP: 06/30/2018

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1"
 Legal Description Drawing for Drainage Easement



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

SUMMARY STATEMENT OF OFFER TO PURCHASE AND IMPROVEMENT REPORT

This statement accompanies our offer letter of February 15, 2016, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: Rancho Feliz Lot 446, Oro Valley, Pima County, Arizona
 APN: 224-40-0350
 Property of: Roy R. Contreras and Vicki Lee Contreras Revocable Trust Agreement dated December 6, 1999

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Drainage Easement (6,744 sq. ft. X \$1.3473 per sq. ft. X 75%)	6,744	\$ 1.0100	\$ 6,811.44
TOTAL JUST COMPENSATION			\$ 6,814.64
TOTAL JUST COMPENSATION (ROUNDED)			\$ 6,900.00

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

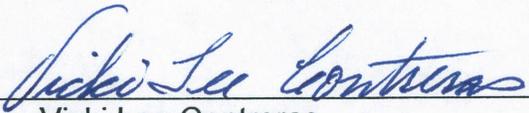
STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

SIGNATURE: 
Roy R. Contreras

Dated: 2/25/16

SIGNATURE: 
Vicki Lee Contreras

Dated: 2/25/16

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0350	Acquisition Agreement for Town of Oro Valley

ACQUISITION AGREEMENT

This Agreement is made by and between **Richard A. Hicks, a single man** ("Owner"), and the **Town of Oro Valley**, a municipal corporation ("Town").

- Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on July 30, 1998, in Docket 10849 at Page 1638 in the Pima County Recorder's Office, together with all improvements (the "Property") thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B"), which an Easement is being conveyed by Owner to Town in relation to the public improvement known as: Lambert Lane Roadway Project: La Cholla Blvd. to La Canada Dr. The Town has determined the need to acquire an Easement (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "A-1". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **\$7,400.00**. (the "Acquisition Amount"), subject to the terms and conditions set forth below:

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Drainage Easement	7,158	\$ 1.3769	\$ 9,855.85
(7,158 sq. ft. X \$1.3769 per sq. ft. X 75%)			\$ 7,391.89
TOTAL JUST COMPENSATION			\$ 7,392.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 7,400.00

- Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
- Conveyance Document.** Upon execution of this Agreement the Owner shall deposit with the Town all necessary documents to convey the above referenced real Easement interests to Grantee, attached here as Exhibit "A" and "A-1".
- No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area without written approval of the Town. Personal property may be removed prior to close of escrow.
- Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane Roadway Project: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders consent to the easement for the Acquisition Area.
7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 30 days after the date this Agreement is approved by the Oro Valley Mayor and Council or (b) 30 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by theTown.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for all Project activities effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane Roadway Project: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

- 15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Oro Valley for certain conflicts of interest.
- 16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
- 17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
- 18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
- 19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but were agreed through compromise and settlement to avoid litigation.
- 20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Oro Valley.

By: Richard A. Hicks
Richard A. Hicks

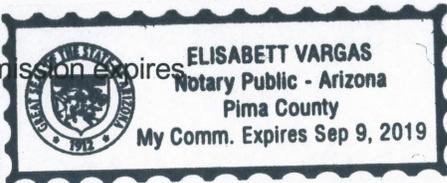
As: Owner

Date: 2/25/16

STATE OF ARIZONA)
) ss.
 COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 25 day of February, 2016 by **Richard A. Hicks**, as owner.

In witness whereof, I have set my hand and official seal.

My commission expires  **ELISABETT VARGAS**
 Notary Public - Arizona
 Pima County
 My Comm. Expires Sep 9, 2019

Elisabett Vargas
 Notary Public

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane Roadway Project: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

Town of Oro Valley, a municipal corporation (Town)

By: _____
Satish I. Hiremath, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Town Attorney

Date: _____

Date: _____

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

Exhibit "A"

**LEGAL DESCRIPTION FOR
DRAINAGE EASEMENT
(Pima County Assessor Parcel No. 224-40-03401)**

That part of Lot 445, RANCHO FELIZ, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 31 of Maps and Plats at page 92, being more particularly described as follows:

COMMENCING at the North quarter corner of Section 15 (brass stem in concrete) Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the Northeast corner of said Section 15 (aluminum disk in concrete) bears North 89°35'38" East, 2642.55 feet;

thence North 89°35'38" East, 91.99 feet along the North line of said Section 15;

thence departing said North line, South 00°24'22" East, 75.00 feet to the northwesterly corner of said Lot 445 and the POINT OF BEGINNING;

thence North 89°35'38" East, 122.31 feet along the North line of said Lot 445;

thence departing said North line, South 00°24'22" East, 65.00 feet;

thence South 89°35'38" West, 97.94 feet to the westerly line of said Lot 445;

thence North 20°57'35" West, 69.42 feet along said westerly line to the POINT OF BEGINNING.

Said drainage easement contains 7,158 square feet or 0.1643 acres more or less.

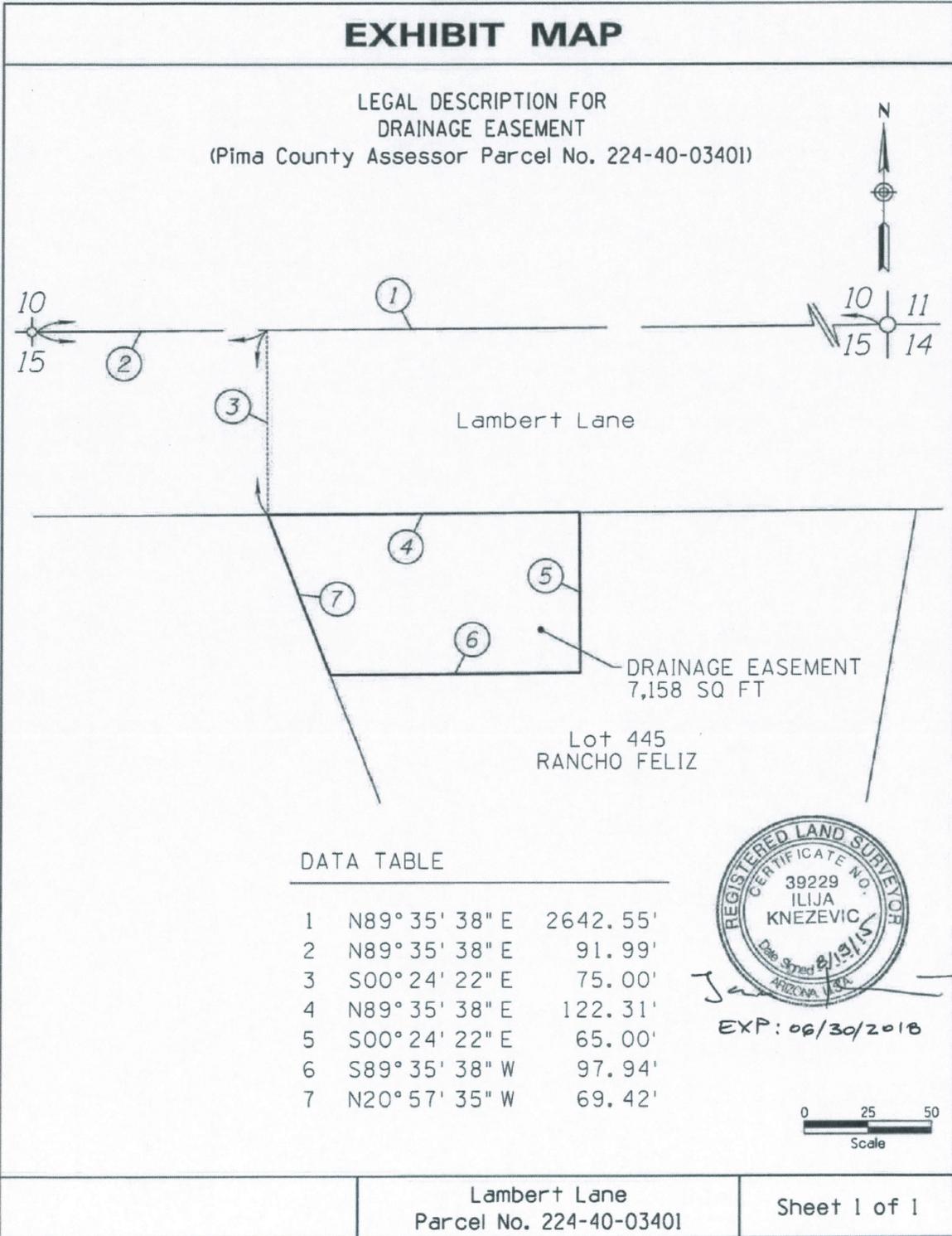


EXP: 06/30/2018

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Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1"



8/18/2015

3:48:40 PM

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Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

Exhibit "B"

**SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of February 25, 2016 and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1710 W. Placita Caracol, Tucson, AZ 85737
 APN: 224-40-0340
 Property of: **Richard A. Hicks, a single man**

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Drainage Easement	7,158	\$ 1.3769	\$ 9,855.85
(7,158 sq. ft. X \$1.3769 per sq. ft. X 75%)			\$ 7,391.89
TOTAL JUST COMPENSATION			\$ 7,392.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 7,400.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no people living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

SIGNATURE: Richard A. Hicks Dated: 2/25/16

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	Lambert Lane: La Cholla Blvd to La Canada Drive
Parcel No. 224-40-0340	Acquisition Agreement for Town of Oro Valley

ACQUISITION AGREEMENT

This Agreement is made by and between **Ronald B. Gibbs and Gail A. Gibbs, as husband and wife, as community property with rights of survivorship**, ("Owner"), and the **Town of Oro Valley**, a municipal corporation ("Town").

- Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on July 25, 2008, in Docket 13356 at Page 18 in the Pima County Recorder's Office, together with all improvements (the "Property") thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "C"), which Property is being conveyed by Owner to Town in relation to the public improvement known as: Lambert Lane: La Cholla Blvd. to La Canada Dr. The Town has determined the need to acquire a Slope Easement described in Exhibit "A" and shown on Exhibit "A-1" and a Soil Nail Easement (Permanent Underground Easement), described in Exhibit "B" and shown on Exhibit "B-1" (the "Acquisition Area"). In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **\$4,600.00**. (the "Acquisition Amount"), subject to the terms and conditions set forth below:

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Slope Easement (2,326 sq. ft. X \$1.6549 X 90%)	2,326	\$ 1.4894	\$ 3,464.00
Slope Easement (Rounded)			\$ 3,500.00
Soil Nail Easement (722 sq. ft. \$1.6549 X 90%)	722	\$1.4894	\$ 1,075.00
Soil Nail Easement (Rounded)			\$ 1,100.00
TOTAL JUST COMPENSATION			\$ 4,539.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 4,600.00

- Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
- Conveyance Document.** Upon execution of this Agreement the Owner shall deposit with the Town all necessary documents to convey the above referenced real property interests to Grantee, attached here as Exhibits "A" and "A-1" and "B" and B-1", free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due.
- No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area without written approval of the Town. Personal property may be removed prior to close of escrow.

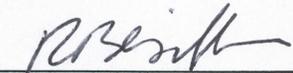
Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.
6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders consent to the easement for the Acquisition Area.
7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 30 days after the date this Agreement is approved by the Oro Valley Mayor and Council or (b) 30 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by theTown.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for all Project activities effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.
15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Oro Valley for certain conflicts of interest.
16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but were agreed through compromise and settlement to avoid litigation.
20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Oro Valley.

Ronald B. Gibbs and Gail A. Gibbs, as husband and wife, as community property with rights of survivorship (Owner)

By: 
 Ronald B. Gibbs

2/23/16
 Date

By: 
 Gail A. Gibbs

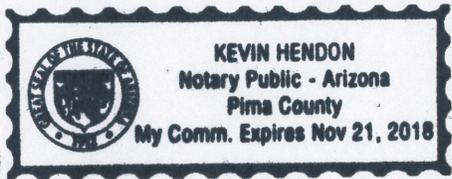
2/23/16
 Date

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

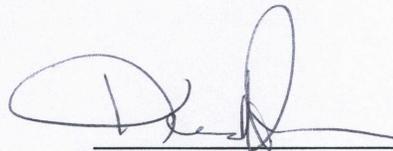
STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 23rd day of FEBRUARY, 2016 by Ronald B. Gibbs and Gail A. Gibbs, as husband and wife, as community property with rights of survivorship.

In witness whereof, I have set my hand and official seal.



My commission expires:



Notary Public

Town of Oro Valley, a municipal corporation (Town)

By: _____
Satish I. Hiremath, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Town Attorney

Date: _____

Date: _____

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

Exhibit "A"
Legal Descriptions for Slope Easement

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT**
(Pima County Assessor Parcel No. 224-40-09003)

That part of Lot 501, RANCHO FELIZ, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 31 of Maps and Plats at page 92, being more particularly described as follows:

COMMENCING at the North quarter corner of Section 15 (brass stem in concrete) Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the Northeast corner of said Section 15 (aluminum disk in concrete) bears North 89°35'38" East, 2642.55 feet;

thence North 89°35'38" East, 764.22 feet along the North line of said Section 15;

thence departing said North line of Section 15, South 00°24'22" East, 75.00 feet to the North line of said Lot 501 and the POINT OF BEGINNING;

thence departing said North line of Lot 501, South 00°24'22" East, 30.00 feet;

thence South 89°35'38" West, 82.01 feet to the West line of said Lot 501;

thence North 00°14'46" West, 5.07 feet along said West line to the beginning of a curve concave southeasterly having a radius of 25.00 feet;

thence northeasterly 39.20 feet along said curve through a central angle of 89°50'24" to said North line of Lot 501;

thence North 89°35'38" East, 57.00 feet along said North line to the POINT OF BEGINNING.

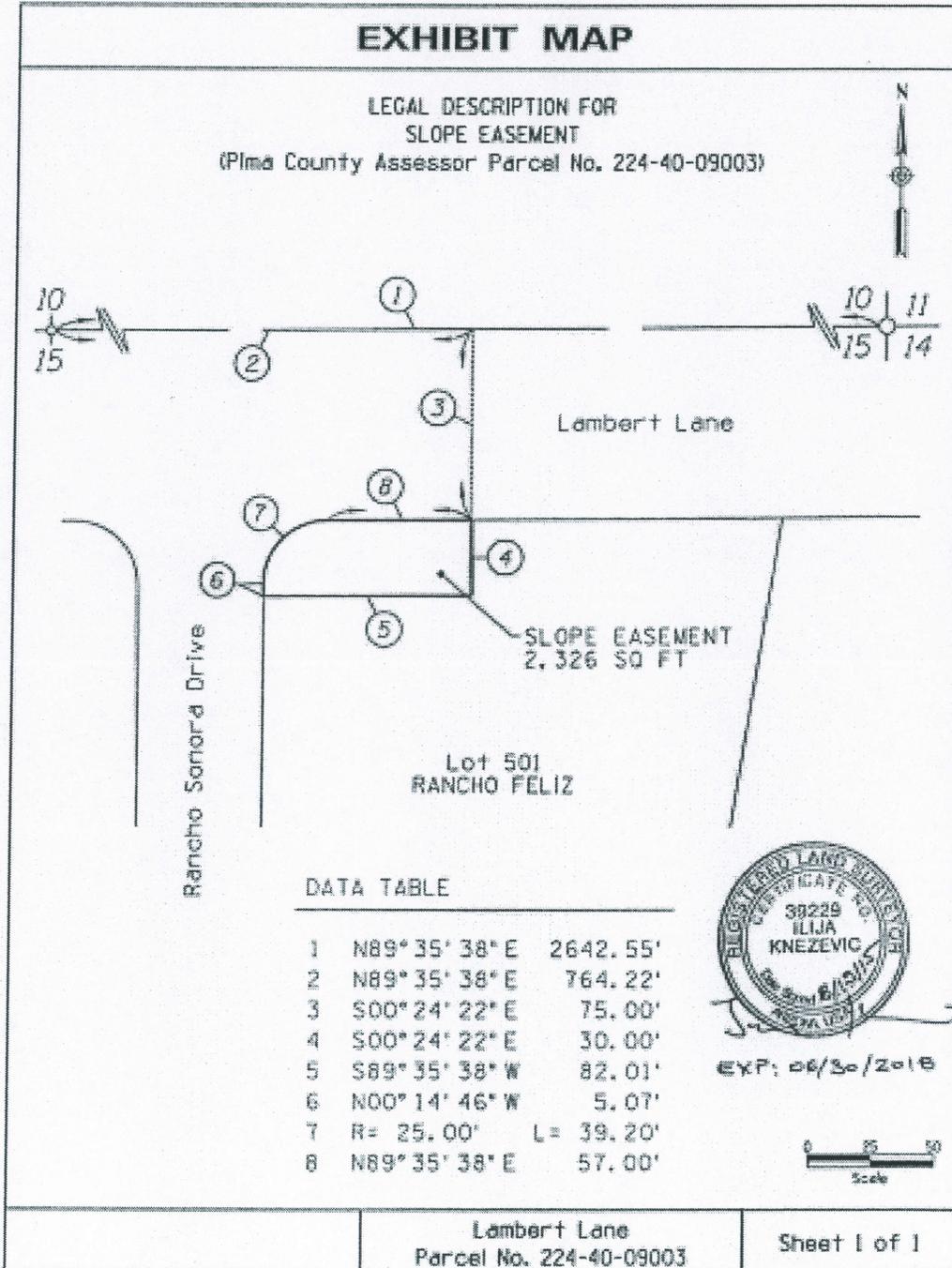
Said slope easement contains 2,326 square feet or 0.0534 acres more or less.



EXP: 06/30/2018

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1"
 Legal Description Drawing for Slope Easement



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

Exhibit "B"

Legal Description for Permanent Underground Easement (Soil Nail Easement)

**LEGAL DESCRIPTION FOR
PERMANENT UNDERGROUND EASEMENT
(Pima County Assessor Parcel No. 224-40-09003)**

That part of Lot 501, RANCHO FELIZ, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 31 of Maps and Plats at page 92, being more particularly described as follows:

COMMENCING at the North quarter corner of Section 15 (brass stem in concrete) Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the Northeast corner of said Section 15 (aluminum disk in concrete) bears North 89°35'38" East, 2642.55 feet;

thence North 89°35'38" East, 887.37 feet along the North line of said Section 15;

thence departing said North line of Section 15, South 00°24'22" East, 75.00 feet to the northeasterly corner of said Lot 501 and the POINT OF BEGINNING;

thence South 09°07'02" West, 10.14 feet along the easterly line of said Lot 501;

thence departing said easterly line, South 89°35'38" West, 76.32 feet;

thence North 00°24'22" West, 10.00 feet to the North line of said Lot 501;

thence North 89°35'38" East, 78.00 feet along said North line to the POINT OF BEGINNING.

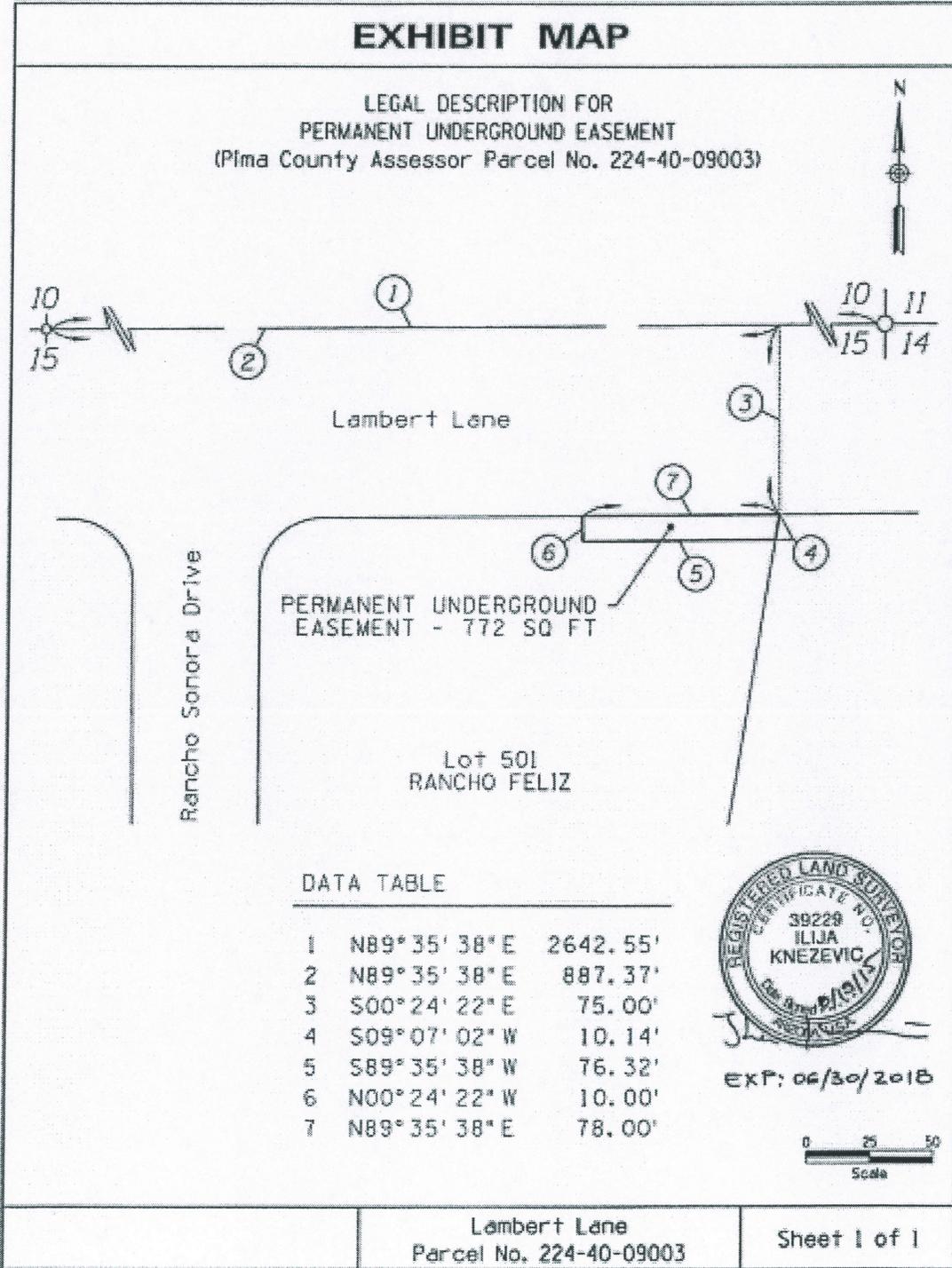
Said permanent underground easement contains 772 square feet or 0.0177 acres more or less.



EXP: 06/30/2018

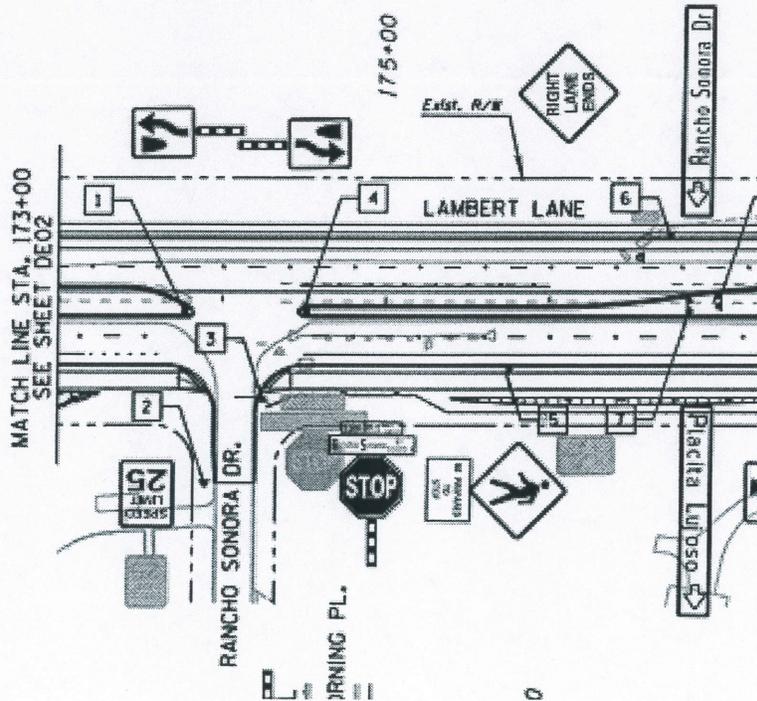
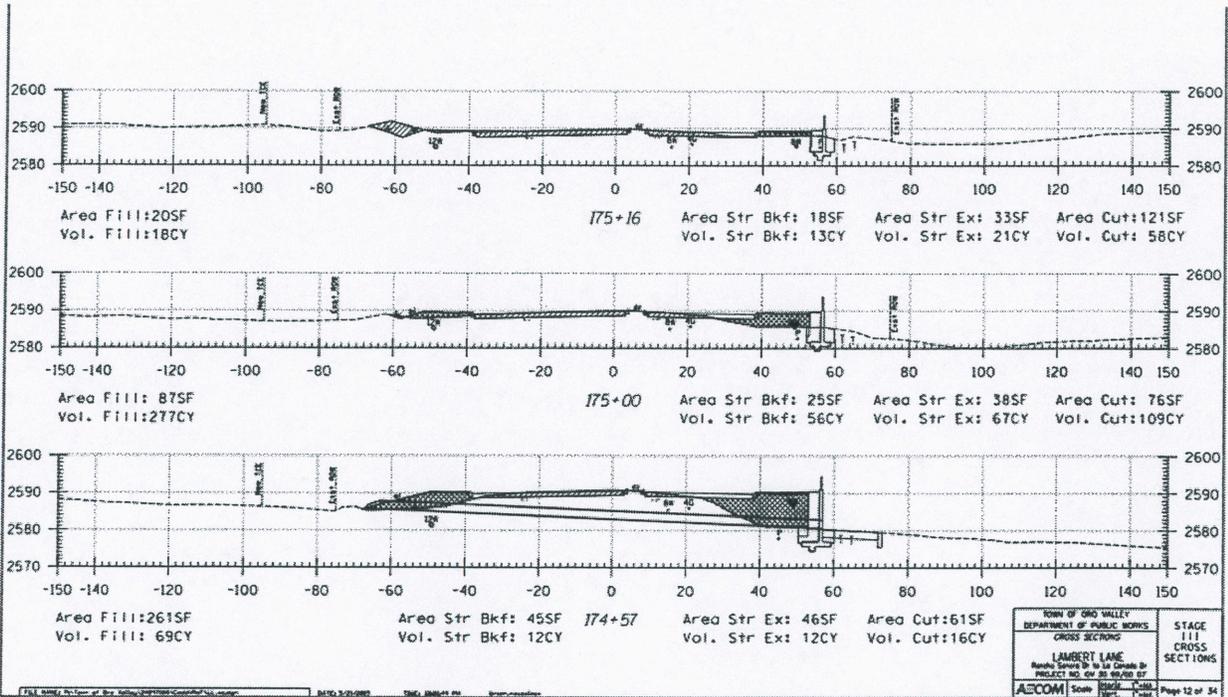
Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

Exhibit "B-1"
 Legal Description Drawing for Permanent Underground Easement



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

Exhibit "B-1" – Continued
 Cross Section of Roadway from Design Plans



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

Exhibit "C"

**SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of February 17, 2016 and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: RANCHO FELIZ LOT 501, Oro Valley, Pima County, Arizona

APN: 224-40-0900

Property of: Ronald B. Gibbs and Gail A. Gibbs, as husband and wife, as community property with rights of survivorship

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

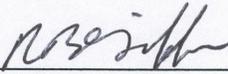
INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Slope Easement (2,326 sq. ft. X \$1.6549 X 90%)	2,326	\$ 1.4894	\$ 3,464.00
Slope Easement (Rounded)			\$ 3,500.00
Soil Nail Easement (722 sq. ft. \$1.6549 X 90%)	722	\$1.4894	\$ 1,075.00
Soil Nail Easement (Rounded)			\$ 1,100.00
TOTAL JUST COMPENSATION			\$ 4,539.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 4,600.00

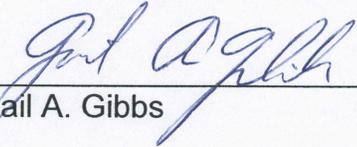
Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

SIGNATURE:  Dated: 2/23/16
Ronald B. Gibbs

SIGNATURE:  Dated: 2/23/16
Gail A. Gibbs

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S15/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-40-0900	Acquisition Agreement for Town of Oro Valley

ACQUISITION AGREEMENT

This Agreement is made by and between **Golder Ranch Fire District**, a duly formed Arizona Fire District ("Owner"), and the **Town of Oro Valley**, a municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on September 22, 2005, in Docket 12644 at Page 3692 in the Pima County Recorder's Office, together with all improvements (the "Property") thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B"), which an Easement is being conveyed by Owner to Town in relation to the public improvement known as: Lambert Lane: La Cholla to La Canada Dr. Project The Town has determined the need to acquire an Easement (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "A-1". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Area for the total sum of **\$41,300.00**, (the "Acquisition Amount"), subject to the terms and conditions set forth below:

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Slope/Soil Nail Easement (sq. ft.)	20,379	\$ 2.25	\$ 45,852.75
Intensity of Use	90%	\$ 45,852.75	\$ 41,267.00
TOTAL JUST COMPENSATION			\$ 41,267.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 41,300.00

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
3. **Conveyance Document.** Upon execution of this Agreement the Owner shall deposit with the Town all necessary documents to convey the above referenced real Easement interests to Grantee, attached here as Exhibit "C".
4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area without written approval of the Town. Personal property may be removed prior to close of escrow.
5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.
6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S 10 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-25-023D	Acquisition Agreement for Town of Oro Valley

amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders consent to the easement for the Acquisition Area.

7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 30 days after the date this Agreement is approved by the Oro Valley Mayor and Council or (b) 30 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by theTown.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for all Project activities effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.
14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S 10 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-25-023D	Acquisition Agreement for Town of Oro Valley

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Oro Valley for certain conflicts of interest.
16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.
17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.
18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but were agreed through compromise and settlement to avoid litigation.
20. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Oro Valley.

Golder Ranch Fire District, a duly formed Arizona Fire District (Owner)

By: David A. Dahl

David A. Dahl
Printed Name

As: CLERK OF THE BOARD

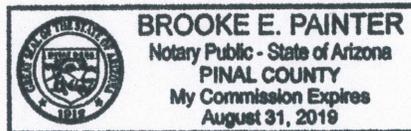
Date: 25 APRIL 2016

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 25th day of April, 2016, by David Dahl, as Clerk of the Board on behalf of Golder Ranch Fire District.

Oro Valley Mayor and Council Approval:	Resolution No.: 2015-XX, Dated [DATE]
S 10 /T12S /R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No. 224-25-023D	Acquisition Agreement for Town of Oro Valley

In witness whereof, I have set my hand and official seal.



My commission expires: August 31, 2019 Brooke Painter
Notary Public

Town of Oro Valley, a municipal corporation (Town)

By: _____
Satish I. Hiremath, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Julie K. Bower, Town Clerk

Tobin Sidles, Town Attorney

Date: _____

Date: _____

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "A"
Legal Description of Slope/Soil Nail Easement

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT**
(Pima County Assessor Parcel No. 224-25-023D2)

That part of Block 1 of EL CONQUISTADOR COUNTRY CLUB, Blocks 1 through 3, a subdivision recorded in Book 33 of Maps and Plats at page 82, records of Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 10 (aluminum disk in concrete), Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the South quarter corner of Section 10 (brass stem in concrete) bears South 89°35'38" West, 2642.55 feet;

thence South 89°35'38" West, 355.15 feet along the South line of said Section 10;

thence departing said South line of Section 10, North 00°24'22" West, 75.00 feet to the South line of said Block 1 of EL CONQUISTADOR COUNTRY CLUB and the POINT OF BEGINNING;

thence South 89°35'38" West, 288.08 feet along said South line to Southwest corner of said Block 1 of EL CONQUISTADOR COUNTRY CLUB;

thence North 00°24'20" West, 90.00 feet along the West line of said Block 1 of EL CONQUISTADOR COUNTRY CLUB;

thence departing said West line, North 89°35'38" East, 125.00 feet;

thence South 00°24'22" East, 34.00 feet;

thence North 89°35'38" East, 162.97 feet to the West line of the East 355.00 feet of said Section 10;

thence South 00°31'14" East, 56.00 feet along said West line of the East 355.00 feet of Section 10 to the POINT OF BEGINNING.

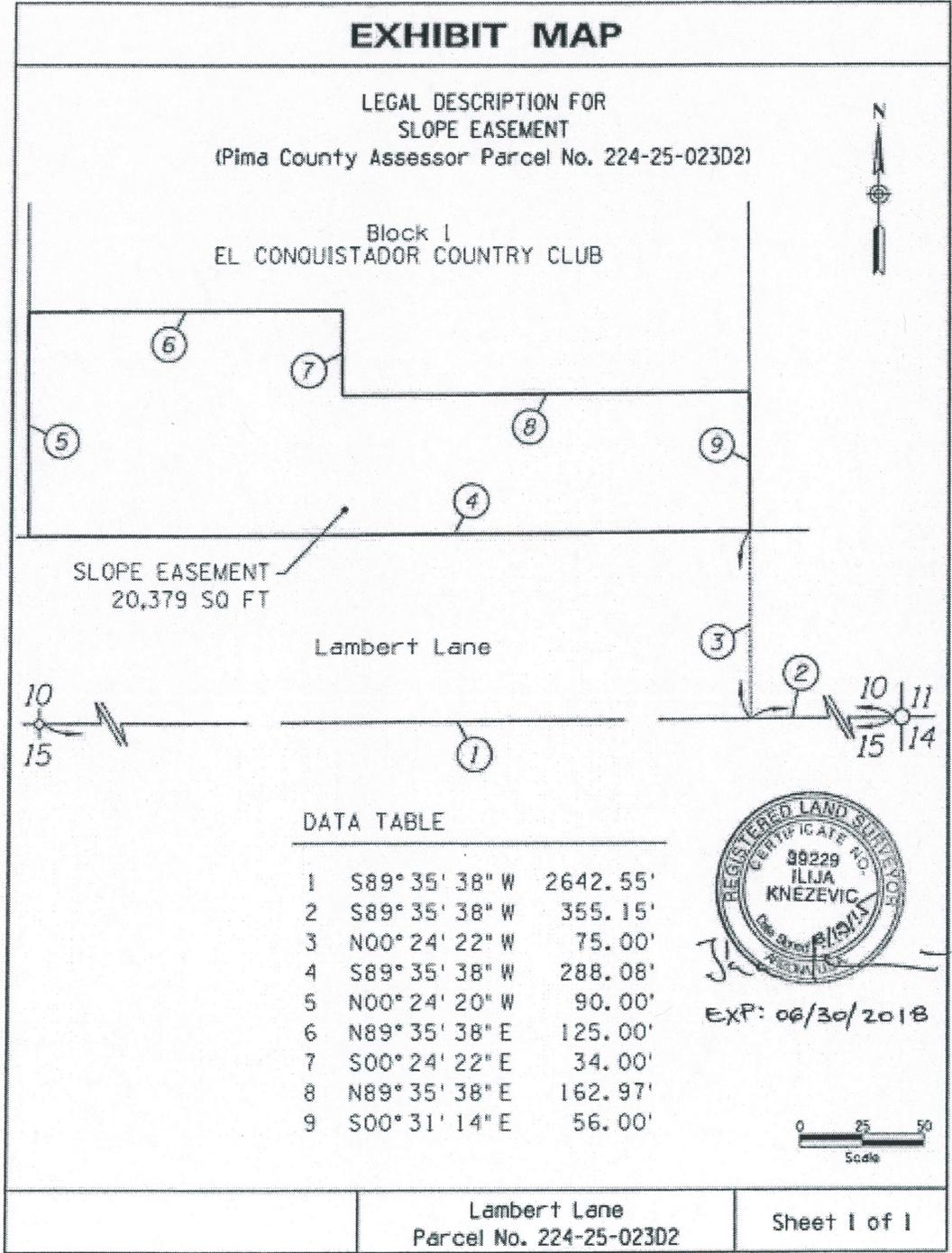
Said slope easement contains 20,379 square feet or 0.4678 acres more or less.



EXP: 06/30/2018

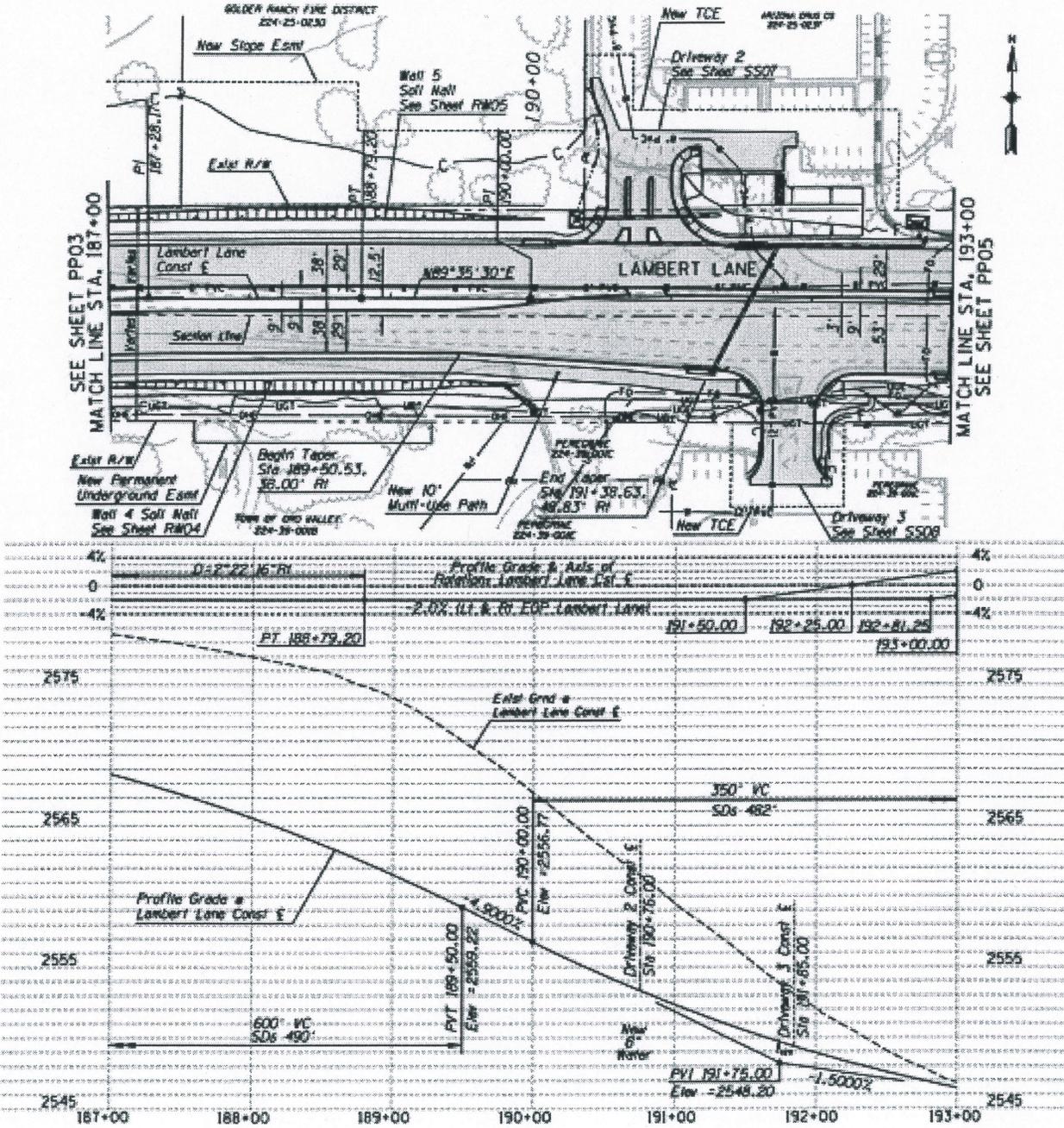
Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1"
 Legal Description Drawing of Slope/Soil Nail Easement



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1" Continued
 Project Design Prevailing Surface Elevation of Slope



Oro Valley Mayor and Council Approval: S10/T12S/R13E	Resolution No.: 2005-XX, Dated [DATE]
Parcel No: 224-25-023D	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
	Acquisition Agreement for Town of Oro Valley

Exhibit "B"

**SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of April 25, 2016, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 10475 N. La Canada Dr., Oro Valley, Arizona
APN: 224-25-023D
Property of: Golder Ranch Fire District

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Slope/Soil Nail Easement (sq. ft.)	20,379	\$ 2.25	\$ 45,852.75
Intensity of Use	90%	\$ 45,852.75	\$ 41,267.00
TOTAL JUST COMPENSATION			\$ 41,267.00
TOTAL JUST COMPENSATION (ROUNDED)			\$ 41,300.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

SIGNATURE: D. La Dale Dated: 4-25-16

As CLERK OF THE BOARD of Golder Ranch Fire District

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "C"

SOIL NAIL WALL SUBSURFACE EASEMENT

For valuable consideration, Golder Ranch Fire District, a duly formed Arizona Fire District, (the "Grantor"), does hereby convey unto the Town of Oro Valley, an Arizona municipal corporation, (the "Grantee"), a permanent Soil Nail Easement within the property described on **Exhibit "A"** and depicted on the map attached as **Exhibit "A-1"** (the "Property").

Grantee shall have the right to construct and maintain a soil anchoring system within the Property. Construction and maintenance may include but shall not be limited to the alteration of the grade and gradient of Grantor's property, including the dislocation and removal of soil and other materials, or the addition of fill materials, and for the installation, maintenance and replacement of any improvements, structures, landscaping, or stabilizing systems related thereto (such as a retaining wall and soil nails).

Grantor shall not make any use of the easement area that is inconsistent with Grantee's rights hereunder. Specifically, Grantor hereby covenants that the Property shall not be:

1. Raised above or excavated below the prevailing surface elevation of the Property within a five-foot distance measured perpendicular from the back (high) side of the wall;
2. Excavated more than **2 feet** in depth as measured from the prevailing surface elevation of the Property over the remaining easement area; or
3. Raised more than **6 inches** in depth as measured from the prevailing surface elevation of the Property over the remaining easement area.

Grantor waives and releases Grantee from all claims for damages or compensation as the proximate result of Grantee's use of the easement herein. This easement shall run with the land and be binding on all successor owners.

Dated this 25 day of APRIL, 2016.

GOLDER RANCH FIRE DISTRICT

By: David A. Dahl

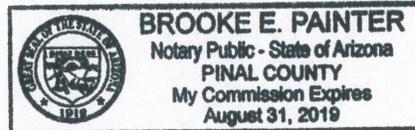
DAVID A. DAHL
(Printed Name)

Its: CLERK OF THE BOARD

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

This instrument was acknowledged before me this 25th day of April,
20 16, by David Dahl, as Clerk of the Board of
Golder Ranch Fire District.



Brooke E. Painter
Notary Public

My Commission Expires:

August 31, 2019

Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "A"
Legal Description of Slope/Soil Nail Easement

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT**

(Pima County Assessor Parcel No. 224-25-023D2)

That part of Block 1 of EL CONQUISTADOR COUNTRY CLUB, Blocks 1 through 3, a subdivision recorded in Book 33 of Maps and Plats at page 82, records of Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 10 (aluminum disk in concrete), Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the South quarter corner of Section 10 (brass stem in concrete) bears South 89°35'38" West, 2642.55 feet;

thence South 89°35'38" West, 355.15 feet along the South line of said Section 10;

thence departing said South line of Section 10, North 00°24'22" West, 75.00 feet to the South line of said Block 1 of EL CONQUISTADOR COUNTRY CLUB and the POINT OF BEGINNING;

thence South 89°35'38" West, 288.08 feet along said South line to Southwest corner of said Block 1 of EL CONQUISTADOR COUNTRY CLUB;

thence North 00°24'20" West, 90.00 feet along the West line of said Block 1 of EL CONQUISTADOR COUNTRY CLUB;

thence departing said West line, North 89°35'38" East, 125.00 feet;

thence South 00°24'22" East, 34.00 feet;

thence North 89°35'38" East, 162.97 feet to the West line of the East 355.00 feet of said Section 10;

thence South 00°31'14" East, 56.00 feet along said West line of the East 355.00 feet of Section 10 to the POINT OF BEGINNING.

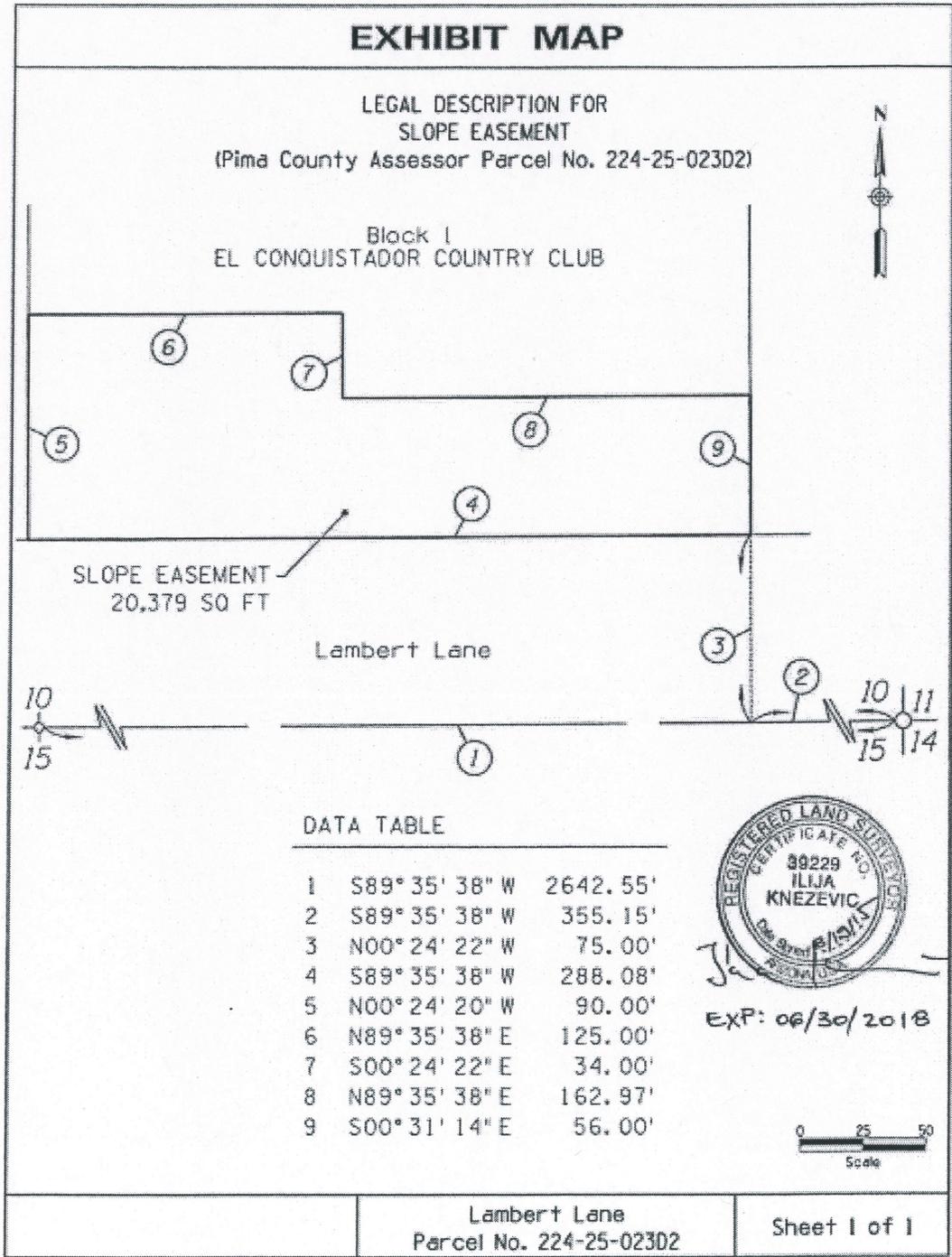
Said slope easement contains 20,379 square feet or 0.4678 acres more or less.



EXP: 06/30/2018

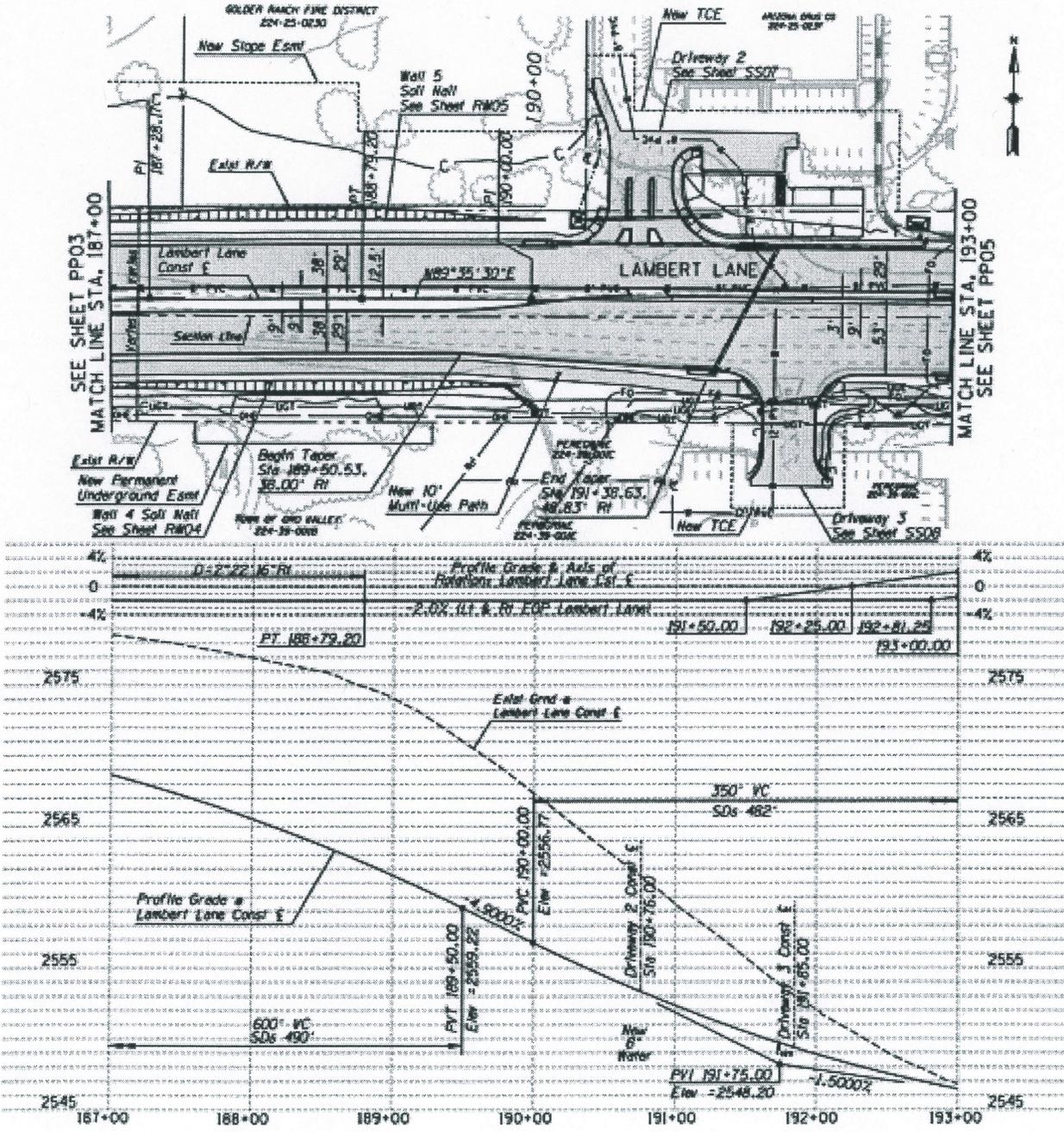
Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1"
 Legal Description Drawing of Slope/Soil Nail Easement



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

Exhibit "A-1" Continued
 Project Design Prevailing Surface Elevation of Slope



Oro Valley Mayor and Council Approval:	Resolution No.: 2005-XX, Dated [DATE]
S10/T12S/R13E	LAMBERT LANE: LA CHOLLA BLVD. TO LA CANADA DR.
Parcel No: 224-25-023D	Acquisition Agreement for Town of Oro Valley

ACQUISITION AGREEMENT

This Agreement is made by and between **The Uplands at Lambert Lane Homeowners Association, Inc., an Arizona non-profit corporation**, ("Owner"), and the **Town of Oro Valley**, a municipal corporation ("Town").

- Property and Acquisition Amount.** The Owner owns the property described in instruments recorded on May 11, 2016, in Sequence No. 20161320548 in the Pima County Recorder's Office, together with all improvements (the "Property") thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "C"), which Easements are being conveyed by Owner to Town in relation to the public improvement known as: Lambert Lane, La Cholla to La Canada Dr. The Town has determined the need to acquire Easements (the "Acquisition Areas"), described in Exhibit "A" and Exhibit "B" and shown on Exhibit "A-1" and Exhibit "B-1". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire the Acquisition Areas for the total sum of 3,700.00. (the "Acquisition Amount"), subject to the terms and conditions set forth below:

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Soil Nail Easement (sq. ft.)	12,063	\$ 0.2297	\$ 2,770.87
Percentage of Rights (90%)			\$ 0.90
Total Value of Slope Easement			\$ 2,493.78
Drainage Easement (sq. ft.)	9754	0.2297	\$ 2,240.49
Percentage of Rights (50%)			\$ 0.50
Total Value of Drainage Easement			\$ 1,120.25
Total Just Compensation			\$ 3,614.03
TOTAL JUST COMPENSATION (ROUNDED)			\$ 3,700.00

- Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.
- Conveyance Document.** Upon execution of this Agreement the Owner shall deposit with the Town all necessary documents to convey the above referenced real Easement interests to Grantee, attached here as Exhibits "A", "A-1", "B" and "B-1".
- No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area without written approval of the Town. Personal property may be removed prior to close of escrow.
- Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and

S10/T12S /R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley

the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders consent to the easement for the Acquisition Area.
7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 30 days after the date this Agreement is approved by the Oro Valley Mayor and Council or (b) 30 days after receipt of all necessary releases or consents from any Lienholder.
8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.
9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.
10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.
11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders fees to any agent employed.
12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by theTown.
13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Acquisition Area for all Project activities effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.

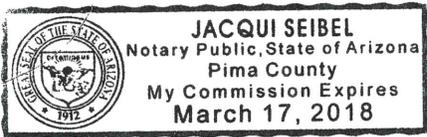
S10/T12S /R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 31st day of JUNE, 2016 by Mark Tucker as President on behalf of The Uplands at Lambert Lane Homeowners Association, Inc., an Arizona non-profit corporation.

In witness whereof, I have set my hand and official seal.

My commission expires: 3/17/2018



Jacquie Seibel
Notary Public

Town of Oro Valley, a municipal corporation (Town)

By: _____
Satish I. Hiremath, Mayor

Date: _____

ATTEST:

Julie K. Bower, Town Clerk

Date: _____

APPROVED AS TO FORM:

Tobin Sidles, Town Attorney

Date: _____

S10/T12S/R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley

Exhibit "A"

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT**
(Pima County Assessor Parcel No. 224-25-24508)

That part of Common Area "B" (Open Space), of THE UPLANDS AT LAMBERT LANE, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 59 of Maps and Plats at page 77, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 10 (aluminum disk in concrete), Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the South quarter corner of Section 10 (brass stem in concrete) bears South 89°35'38" West, 2642.55 feet;

thence South 89°35'38" West, 643.23 feet along the South line of said Section 10;

thence departing said South line of Section 10, North 00°24'22" West, 75.00 feet to the Southeast corner of said Common Area "B" and the POINT OF BEGINNING;

thence South 89°35'38" West, 214.00 feet along the South line of said Common Area "B";

thence departing said South line, North 00°24'22" West, 25.00 feet to the South line of Lot 15 of said THE UPLANDS AT LAMBERT LANE;

thence North 89°35'38" East, 110.78 feet along said South line of said Lot 15 to the Southeast corner of said Lot 15;

thence North 00°31'03" West, 65.00 feet along the East line of said Lot 15;

thence departing said East line, North 89°35'38" East, 103.35 feet to the East line of said Common Area "B";

thence South 00°24'20" East, 90.00 feet along said East line of Common Area "B" to the POINT OF BEGINNING.

Said slope easement contains 12,063 square feet or 0.2769 acres more or less.



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S10/T12S/R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley

Exhibit "B"

**LEGAL DESCRIPTION FOR
DRAINAGE EASEMENT**
(Pima County Assessor Parcel No. 224-25-24508)

That part of Common Area "B" (Open Space), of THE UPLANDS AT LAMBERT LANE, a subdivision of Pima County, Arizona, according to the map of record in the Pima County Recorder's Office in Book 59 of Maps and Plats at page 77, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 10 (aluminum disk in concrete), Township 12 South, Range 13 East of the Gila and Salt River Meridian, from which the South quarter corner of Section 10 (brass stem in concrete) bears South 89°35'38" West, 2642.55 feet;

thence South 89°35'38" West, 1171.42 feet along the South line of said Section 10;

thence departing said South line of Section 10, North 00°24'22" West, 75.00 feet to the South line of said Common Area "B" and the POINT OF BEGINNING;

thence South 89°35'38" West, 150.00 feet along said South line to the Southwest corner of said Common Area "B";

thence North 00°31'02" West, 65.00 feet along the West line of said Common Area "B";

thence departing said West line, North 89°35'38" East, 150.13 feet;

thence South 00°24'22" East, 65.00 feet to the POINT OF BEGINNING;

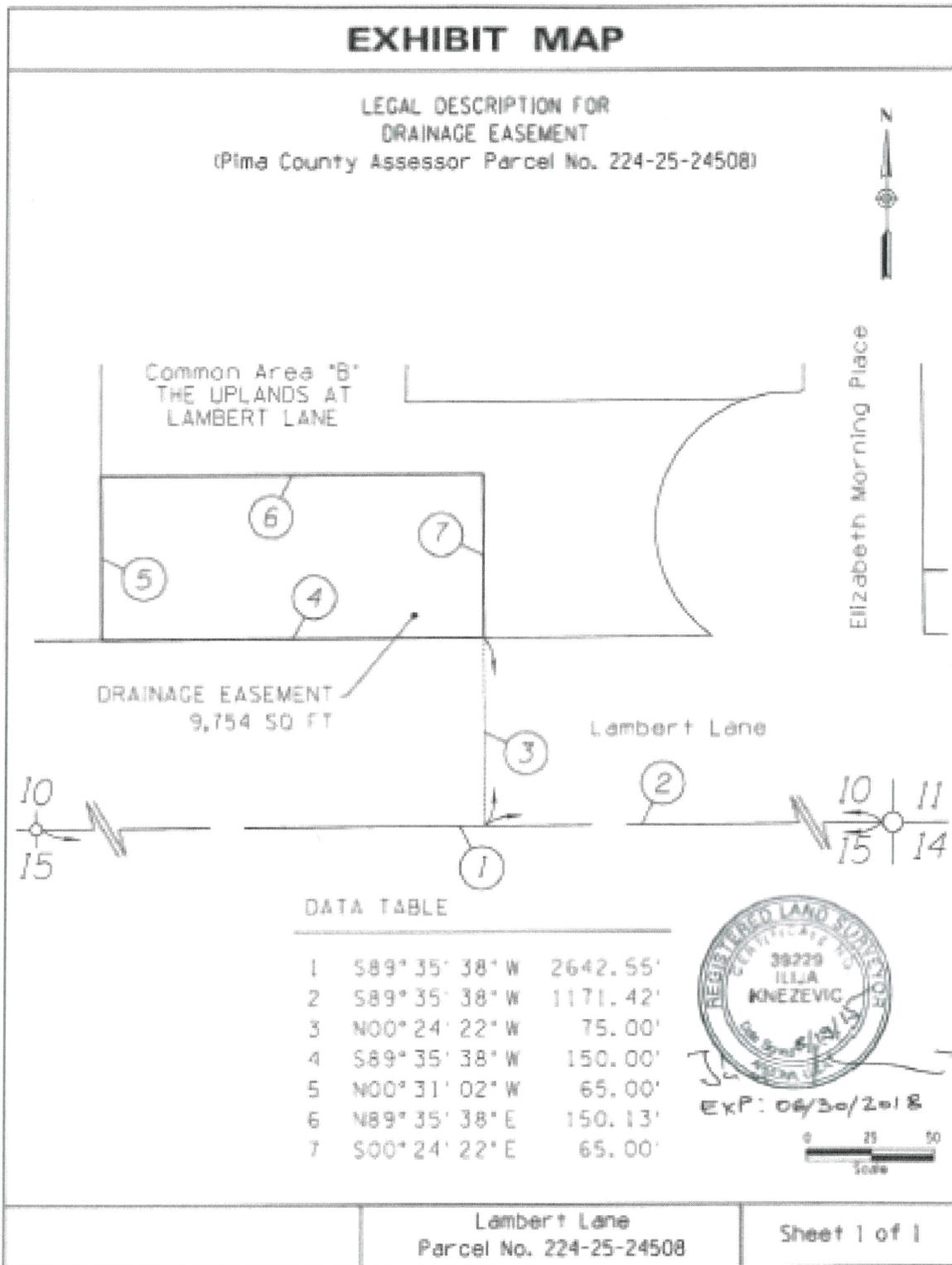
Said drainage easement contains 9,754 square feet or 0.2239 acres more or less.



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S10/T12S/R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley

Exhibit "B-1"



B/18/2015

3/52/05 Fee

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S10/T12S/R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley

Exhibit "C"

**SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of _____, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: North Side of Lambert Lane, East and West of Elizabeth Morning Place, Oro Valley, Pima County, AZ

APN: 224-25-2450

Property of: The Uplands at Lambert Lane Homeowners Association, Inc., an Arizona non-profit corporation

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Soil Nail Easement (sq. ft.)	12,063	\$ 0.2297	\$ 2,770.87
Percentage of Rights (90%)			0.90
Total Value of Slope Easement			\$ 2,493.78
Drainage Easement (sq. ft.)	9754	0.2297	\$ 2,240.49
Percentage of Rights (50%)			0.50
Total Value of Drainage Easement			\$ 1,120.25
Total Just Compensation			\$ 3,614.03
TOTAL JUST COMPENSATION (ROUNDED)			\$ 3,700.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.

SIGNATURE:  Dated: June 5, 2016
Mark Tucker, President

S10/T12S/R13E	LAMBERT LANE, LA CHOLLA TO LA CANADA DR 15T0-008
Parcel No. 224-25-2450	Acquisition Agreement for Town of Oro Valley



Town Council Regular Session

Item # 1.

Meeting Date: 07/06/2016

Requested by: Bayer Vella

Submitted By: Robert Kirschmann
Development Infrastructure Services

Department: Development Infrastructure Services

Information

SUBJECT:

PUBLIC HEARING: DISCUSSION AND POSSIBLE ACTION ON A PROPOSED FREDDY'S STEAKBURGER RESTAURANT, LOCATED AT 11143 N. ORACLE ROAD

1. CONDITIONAL USE PERMIT FOR A PROPOSED DRIVE THROUGH RESTAURANT
2. CONCEPTUAL SITE PLAN AND LANDSCAPE PLAN
3. CONCEPTUAL ARCHITECTURE

RECOMMENDATION:

The Planning and Zoning Commission recommends approval of the Conditional Use Permit, subject to the conditions in Attachment 1a.

The Conceptual Design Review Board recommends approval of the Conceptual Site Plan, Landscape Plan and Architecture subject to the condition in Attachment 1b.

EXECUTIVE SUMMARY:

The purpose of this request is to consider a Freddy's Steakburger restaurant within the Steam Pump Village shopping center, located at 11143 N. Oracle Road (Attachment 2). The application involves three (3) requests:

- Conditional Use Permit
- Conceptual Site Plan and Landscape Plan
- Conceptual Architecture

One of the foremost objectives in the review of the request was to ensure the proposed drive-through would not negatively impact traffic circulation in the center. The focus has been to work with all parties to improve traffic circulation. As a result, the applicant will construct a new central driveway, significantly improving overall circulation in the center.

The project consists of an approximate 3,500 square foot restaurant, drive-through lane, outdoor patio, landscaping and customer parking. The applicant's proposal is included as

Attachment 3.

The Conditional Use Permit was conditionally recommended for approval by the Planning and Zoning Commission on June 28, 2016, based on a finding that the request was consistent with the review criteria, Zoning Code and Planned Area Development. The Commission recommended a condition that restricts the drive-through lane and window from operating between the hours of 6 and 10 a.m., which will have no impact on restaurant operations because the applicant does not intend to be open during these hours. An additional condition was recommended requiring the applicant and Town staff to explore possible solutions to improve pedestrian connectivity from the restaurant to the Basis School and to reduce traffic conflicts along the new central drive aisle at the driveway entrance into the restaurant.

The Conceptual Site Plan, Landscape Plan and Architecture were considered by the Conceptual Design Review Board on June 22, 2016. The board voted to recommend approval of the requests.

BACKGROUND OR DETAILED INFORMATION:

The property is zoned Steam Pump Village Planned Area Development (PAD), which allows drive-through restaurants, subject to the approval of a Conditional Use Permit. The General Plan designation for the property is Community/Regional Commercial. The existing General Plan and zoning for the property and the surrounding area is depicted on attachments 4 and 5, respectively.

Conditional Use Permit

The Conditional Use Permit proposal consists of the following:

- Approximate 3,600 square foot restaurant
- Drive-through window
- Outdoor patio seating
- Parking
- Landscaping
- Rainwater harvesting

The Conditional Use Permit review criteria contained in Section 22.5 provides the primary guidance for evaluating CUPs. The criteria most applicable to this request is the evaluation of the use based on traffic impacts.

Based on this core criteria, traffic was the central issue in this request. The current configuration of parking, driveways and the traffic generated by Basis School leads to frequent onsite delays. The Town worked closely with the applicant, the property owner (Evergreen) and Basis School to find a mutually agreeable solution. The proposed site plan was revised to include a straight driveway along the Freddy's and Basis property lines (roughly parallel to Oracle Road), and a new connection to the northern entrance drive. Attachment 6 depicts the existing and proposed traffic configuration. This new alignment provides more efficient traffic flow in the area and resolves the existing meandering circulation pattern in front of the school.

The site plan has been reviewed by planning and engineering staff, with no adverse comments relative to vehicular traffic flow. The construction of the new driveway, staggered drop off and pick up times for the school and a condition limiting the use of the drive-through in the morning will reduce impacts by the proposed restaurant, satisfying the CUP criteria.

The design of the restaurant has been reviewed for conformance with all PAD standards and applicable provisions of the Zoning Code during the design review process. This review includes drive-through lane screening, parking, landscaping, lighting, signage, architecture and conformance with all ordinances and policies.

In addition to traffic, the applicant's request has been reviewed and found in conformance with the balance of the Conditional Use Permit evaluation criteria, as provided on Attachment 7.

Conceptual Site Plan

An overall site plan has been previously approved for the Steam Pump Village shopping center, which includes the proposed site in Phase 3. The proposed application modifies the approved Master Plan, requiring a Conceptual Site Plan review.

The PAD establishes a parking ratio of one (1) space per 300 square feet. Based on the 3,565 square feet, 12 parking spaces are required but the applicant proposes 38.

The proposed Conceptual Site Plan has been reviewed and is in conformance with the Town's Design Principles and Steam Pump Village Design Guidelines (Attachment 8).

Conceptual Landscape Plan

The landscape plan features the required parking lot island plantings and landscape screen along the drive-through. The buffer yard along Oracle Road was included on the overall site plan for the commercial development and has been planted. Some additional vegetation is proposed to enhance the streetscape. The proposed landscape concept has been reviewed and conforms to the Zoning Code and Steam Pump Village Design Guidelines.

Conceptual Architecture

The proposed architecture represents a southwest contemporary design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with metal roofing and awnings, and stone veneer. The proposed architecture incorporates materials and colors used within the overall Steam Pump Center.

The Design Principles required that all building facades be fully articulated. The proposed architecture provides façade articulation through the use of several elements, including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

The proposed Conceptual Architecture has been reviewed and is in conformance with the Town's Design Principles and Steam Pump Village Design Guidelines (Attachment 8).

Public Participation

Neighborhood Meeting

Two neighborhood meetings were held. The first meeting was held on March 3, 2016, and was attended by six (6) interested residents. The second meeting was held on May 12, 2016, with nine (9) interested residents in attendance. Due to the close proximity of the Native and Freddy's restaurants, both items were presented in the meetings. Comments from the residents focused primarily on the existing circulation issues, increase in traffic, lack of parking and alcohol sales. The items were addressed as follows:

Existing circulation - to eliminate many of the existing circulation conflict points in the center, a new straight driveway will be constructed.

Increase in traffic - the construction of the new driveway, staggered start times for the school and a condition limiting the use of the drive-through in the morning will reduce impacts by the proposed restaurant.

Parking - the parking meets the standards specified in the Steam Pump Village PAD.

Alcohol Sales - Freddy's does not intend to sell alcohol.

The summary notes from the neighborhood meetings are provided on Attachment 9. Staff has not received any additional correspondence concerning the project.

Planning and Zoning Commission

The Conditional Use Permit was considered by the Planning and Zoning Commission on June 28, 2016. The Commission recommends approval of the request based on a finding that the proposed drive-through lane for the restaurant is consistent with the Conditional Use Permit review criteria. The Commission recommended a condition restricting the drive-through lane and window from operation between the hours of 6 and 10 a.m. The applicant does not intend to be open during these hours. An additional condition was recommended requiring the applicant and Town staff to explore possible solutions to improve pedestrian connectivity from the restaurant to the Basis School and to reduce traffic conflicts along the new central drive aisle at the driveway into the restaurant. Staff will be meeting with the applicant to address the Planning and Zoning

Commission's concerns and will provide a verbal report at the Town Council meeting on the results of this discussion.

The Planning and Zoning Commission Staff Report is provided as Attachment 10. The draft minutes were not available as of the writing of the staff report.

Conceptual Design Review Board

The Conceptual Site Plan, Landscape Plan and Architecture were considered by the Conceptual Design Review Board on June 22, 2016. The Board recommended approval of the request based on a finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines. One housekeeping condition was applied to the architecture regarding updating a graphic. The Conceptual Design Review Board staff report and Draft Minutes are provided as Attachment 11.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

Conditional Use Permit

I MOVE to conditionally approve the request subject to the conditions in Attachment 1a, based on the finding that the proposal is consistent with the General Plan, Zoning Code, and review criteria.

OR

I MOVE to deny the request for Freddy's Steakburger, based on the finding that _____.

Conceptual Site and Landscape Plans

I MOVE to approve the Conceptual Site and Landscape plans finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines.

OR

I MOVE to deny the Conceptual Site and Landscape plans finding that the request is not in conformance with the Design Principles and Steam Pump Village Design Guidelines, specifically, _____.

Conceptual Architecture

I MOVE to conditionally approve the Conceptual Architecture subject to the condition in Attachment 1b, finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines.

OR

I MOVE to deny the Conceptual Architecture finding that the request is not in conformance with the Design Principles and Steam Pump Village Design Guidelines, specifically, _____.

Attachments

- 1a. Conditional Use Permit Conditions of Approval
 - 1b. Conceptual Architecture Condition of Approval
 2. Location Map
 3. Applicant's Submittal
 4. General Plan Map
 5. Zoning Map
 6. Driveway Exhibit
 7. Conditional Use Permit evaluation criteria
 8. Design Review Analysis
 9. Neighborhood Meeting Summary
 10. Planning and Zoning Commission Staff Report
 11. Conceptual Design Review Board Staff Report and Minutes
-

**Attachment 1a
Conditions of Approval
Freddy's Steakburger
OV1600904**

Conditional Use Permit

1. The drive through lane shall be restricted from operating between the hours of 6AM and 10AM. The restaurant may remain open to walk in customers.
2. The applicant and Town staff shall explore possible solutions to improve pedestrian connectivity from the restaurant to the Basis School and to reduce traffic conflicts along the new central drive aisle at the driveway into the restaurant.

**Attachment 1b
Conditions of Approval
Freddy's Steakburger
OV1600904**

Conceptual Architecture

1. The final design package will include an updated materials board which depicts the awnings as presented in the elevations.



LOCATION MAP
FREDDY'S STEAKBURGER
(OV1600904)

05 April, 2016

Robert Kirschmann
Town of Oro Valley Development and Infrastructure Services
11000 N La Canada Drive
Oro Valley, Arizona 85737

The following outlines the specifics for the Freddy's Frozen Custard & Steakhburgers development project at Steam Pump Village as it relates to the application of a Conditional Use Permit contained in Section 22.5:

1) PROJECT DESCRIPTION:

The proposed project consists of the construction of a Freddy's Frozen Custard & Steakhburgers restaurant with a drive-thru component at 11143 N Oracle Road. The proposed site is located within Lot 3 of the Steam Pump Village PAD and is approximately 1.56 acres in size. The proposed restaurant is planned to be approximately 3,300 square feet and size and will be located within the previously designated building pad area determined by the Steam Pump Village master development plan. Hours of operation are anticipated to be Sunday – Thursday: 10:30 am – 10:00 pm; Friday – Saturday: 10:30 am – 11:00 pm.

2) THAT THE GRANTING OF SUCH CONDITIONAL USE PERMIT WILL NOT BE MATERIALLY DETRIMENTAL TO PUBLIC HEALTH, SAFETY, OR WELFARE. IN ARRIVING AT THIS DETERMINATION, THE FACOTRS WHICH SHALL BE CONSIDERED SHALL INCLUDE THE FOLLOWING:

- **Damage or nuisance arising from noise, odor, dust, vibration, or illumination;**
 - The everyday operations of the restaurant will not include activities that will contribute dust or vibration with the immediate area. The proposed restaurant will be subject to the noise regulations of the Zoning Code that limit external speakers to no more than 40 decibels. The restaurant will include cooking, which will require the approval of an odor abatement plan prior to Final Design submittal. The proposed restaurant will be required to comply with the Town of Oro Valley Outdoor Lighting standards and regulations. We believe the proposed use meets this criteria.
- **Hazard to persons and property from possible explosion, contamination, fire or flood;**
 - The proposed use will utilize standard cleaning materials and will be required to follow strict Occupational Safety Hazard Administration (OSHA) guidelines on the correct use and application of those materials to minimize the possibility of explosion and contamination. The restaurant will be required to install fire sprinklers in accordance with Golder Ranch Fire District requirements to protect against fire potential. We believe the proposed use meets this criteria.
- **Hazard occasioned by unusual volume of character of traffic;**

- For any drive-thru restaurant the primary focal point is the queuing of vehicles and their impact on traffic and circulation of the surrounding center. Prior to this application the Site Plan received comments and underwent modifications to address Town staff concerns in relation to traffic circulation. The Site Plan presented works to reduce and eliminate pedestrian and vehicular conflict, as well as direct non-school related traffic away from the rear of the Center and Basis School. We believe the proposed use meets this criteria.
- **That the characteristics of the use proposed in such use permit are reasonably compatible with the types of uses permitted in the surrounding area;**
 - Steam Pump Village PAD and its Oracle Road frontage are an appropriate location for commercial type uses, including drive-thru restaurants. The proposed restaurant is part of a larger commercial center and surrounding properties are both zoned and/or developed for neighborhood commercial uses. The proposed restaurant will be buffered from Oracle Road approximately 60 feet. Other drive-thru restaurant users in the general area include McDonalds, Carl's Jr, and Taco Bell. We believe the proposed meets this criteria.

3) ORACLE ROAD SCENIC CORRIDOR OVERLAY DISTRICT (ORSCOD)

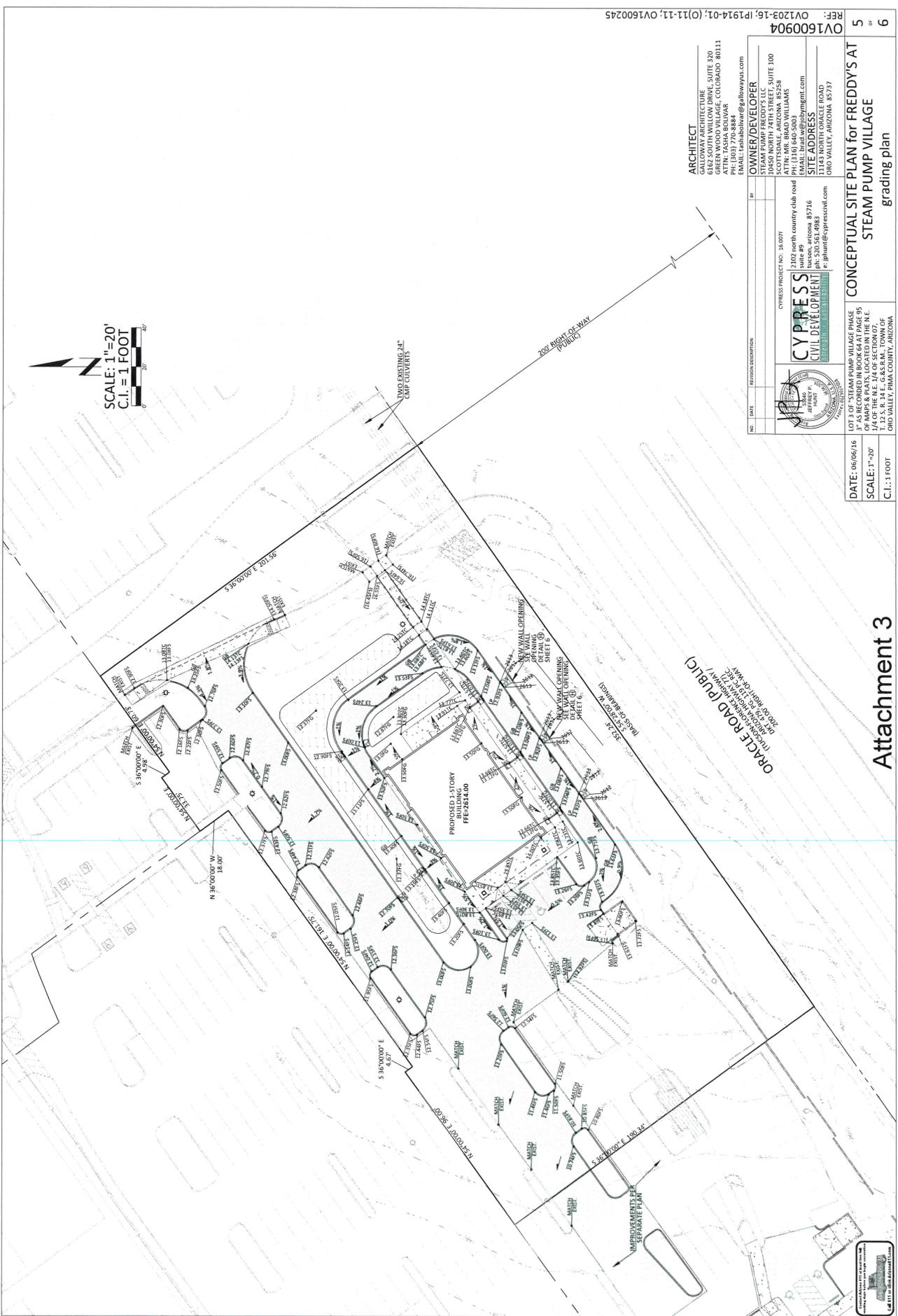
Per Section 27.10.D.3.f.vi.a.1.A.ii.C the Steam Pump Village PAD is exempt from the provisions of the ORSCOD.

The aforementioned are intended to highlight the main aspects of the proposed project as they relate to the criteria evaluation of a Conditional Use Permit. If there are any questions, please feel free to contact the undersigned.

Sincerely,
Cypress Civil Development



Matt Stuart
Project Manager
(520) 561-4983
mstuart@cypresscivil.com



SCALE: 1" = 20'
C.I. = 1 FOOT

ORACLE ROAD (PUBLIC)
200' RIGHT OF WAY (PROBUD)
IMPROVEMENTS PER SEPARATE PLAN

ARCHITECT
GALLAGHER ASSOCIATES
10450 NORTH 74TH STREET, SUITE 100
GREEN WOOD VILLAGE, COLORADO 80111
ATTN: TASHA BOUWAT
EMAIL: tashabouwat@gallagherassociates.com

OWNER/DEVELOPER
STEAM PUMP FREDDY'S LLC
10450 NORTH 74TH STREET, SUITE 100
GREEN WOOD VILLAGE, COLORADO 80111
ATTN: MR. BRAD WILLIAMS
PH: (316) 640-5003
EMAIL: bradwilliams@freddys.com

CYPRESS CIVIL DEVELOPMENT
2102 North country club road
Tucson, Arizona 85716
PH: 520.561.4983
E: jphunt@cypresscivil.com

NO.	DATE	REVISION DESCRIPTION
1		
2		
3		
4		
5		
6		

DATE: 06/06/16
SCALE: 1" = 20'
C.I.: 1 FOOT

CONCEPTUAL SITE PLAN FOR FREDDY'S AT
STEAM PUMP VILLAGE
grading plan

LOT 3 OF "STEAM PUMP VILLAGE PHASE 3" AS RECORDED IN BOOK 64 AT PAGE 95 OF THE PUBLIC RECORDS OF THE COUNTY OF MARICOPA, ARIZONA, AND BEING 1/4 OF THE NE 1/4 OF SECTION 07, T. 25. N. R. 14 E., G. & S. R.M., TOWN OF ORO VALLEY, PIMA COUNTY, ARIZONA

Attachment 3

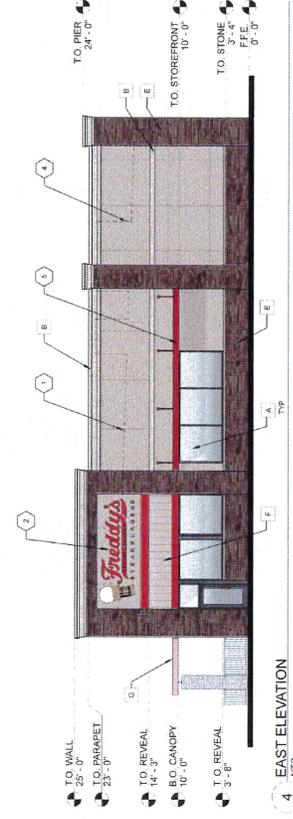
REF: OV1203-16; P1914-01; (O)11-11; OV1600245

OV1600904

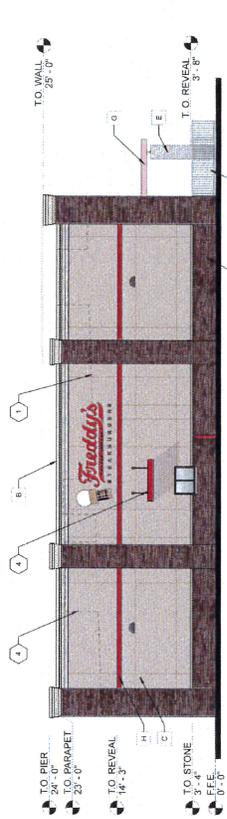
5
6

FREDDY'S AT STEAM PUMP VILLAGE





1 SOUTH ELEVATION
NTS



2 NORTH ELEVATION
NTS



5 EAST TRASH ELEVATION
NTS



7 WEST TRASH ELEVATION
NTS



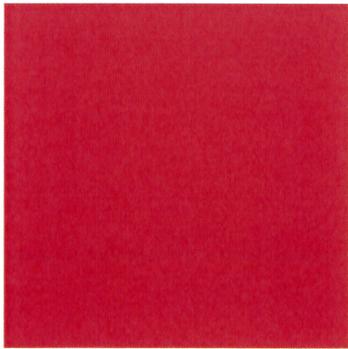
8 NORTH TRASH ELEVATION
NTS

ELEVATION KEYNOTES

- DASHED LINE INDICATES ROOF LINE BEYOND.
- SHOWN BY ROW AND COLUMN WITH PARTIAL NUMBERING. ALL DIMENSIONS REFER TO FACE UNLESS NOTED OTHERWISE. DIMENSIONS MAY VARY DEPENDING ON UTILIZATION - VERIFY WITH ARCHITECT.
- IF HORIZONTAL PROFILE DEPTH, ACRYLIC ADDRESS NUMBERS: RED, S.O. NUMBERS: 25'-0" UP.
- ROOF TOP FINISH REFERENCE TO SECTION.
- INDICATES FINISH TO FACE UNLESS NOTED OTHERWISE.
- INDICATES FINISH TO FACE UNLESS NOTED OTHERWISE.

EXTERIOR WALL LEGEND

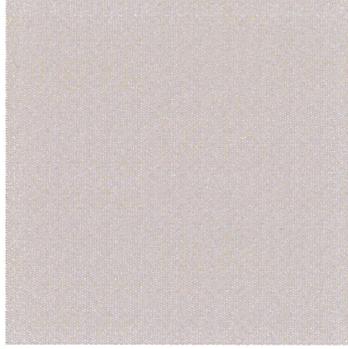
STONE VENEER	TO MATCH CENTER	STONE VENEER	TO MATCH CENTER	PAINT TO MATCH ADJACENT
EIFS COLOR 1	EIFS COLOR 2	EIFS COLOR 3	EIFS COLOR 4	EIFS COLOR 5
EIFS COLOR 6	EIFS COLOR 7	EIFS COLOR 8	EIFS COLOR 9	EIFS COLOR 10
EIFS COLOR 11	EIFS COLOR 12	EIFS COLOR 13	EIFS COLOR 14	EIFS COLOR 15
EIFS COLOR 16	EIFS COLOR 17	EIFS COLOR 18	EIFS COLOR 19	EIFS COLOR 20
EIFS COLOR 21	EIFS COLOR 22	EIFS COLOR 23	EIFS COLOR 24	EIFS COLOR 25
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EIFS COLOR 31	EIFS COLOR 32	EIFS COLOR 33	EIFS COLOR 34	EIFS COLOR 35
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EIFS COLOR 86	EIFS COLOR 87	EIFS COLOR 88	EIFS COLOR 89	EIFS COLOR 90
EIFS COLOR 91	EIFS COLOR 92	EIFS COLOR 93	EIFS COLOR 94	EIFS COLOR 95
EIFS COLOR 96	EIFS COLOR 97	EIFS COLOR 98	EIFS COLOR 99	EIFS COLOR 100



BERRIDGE: CEE-LOCK
FREDDY'S RED

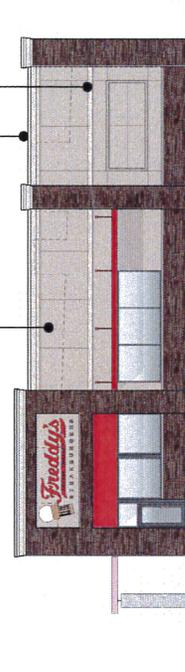
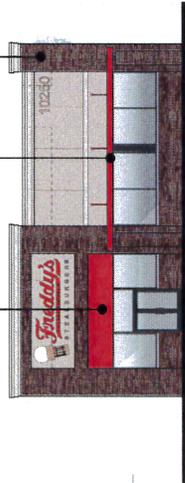


STONE TO
MATCH CENTER

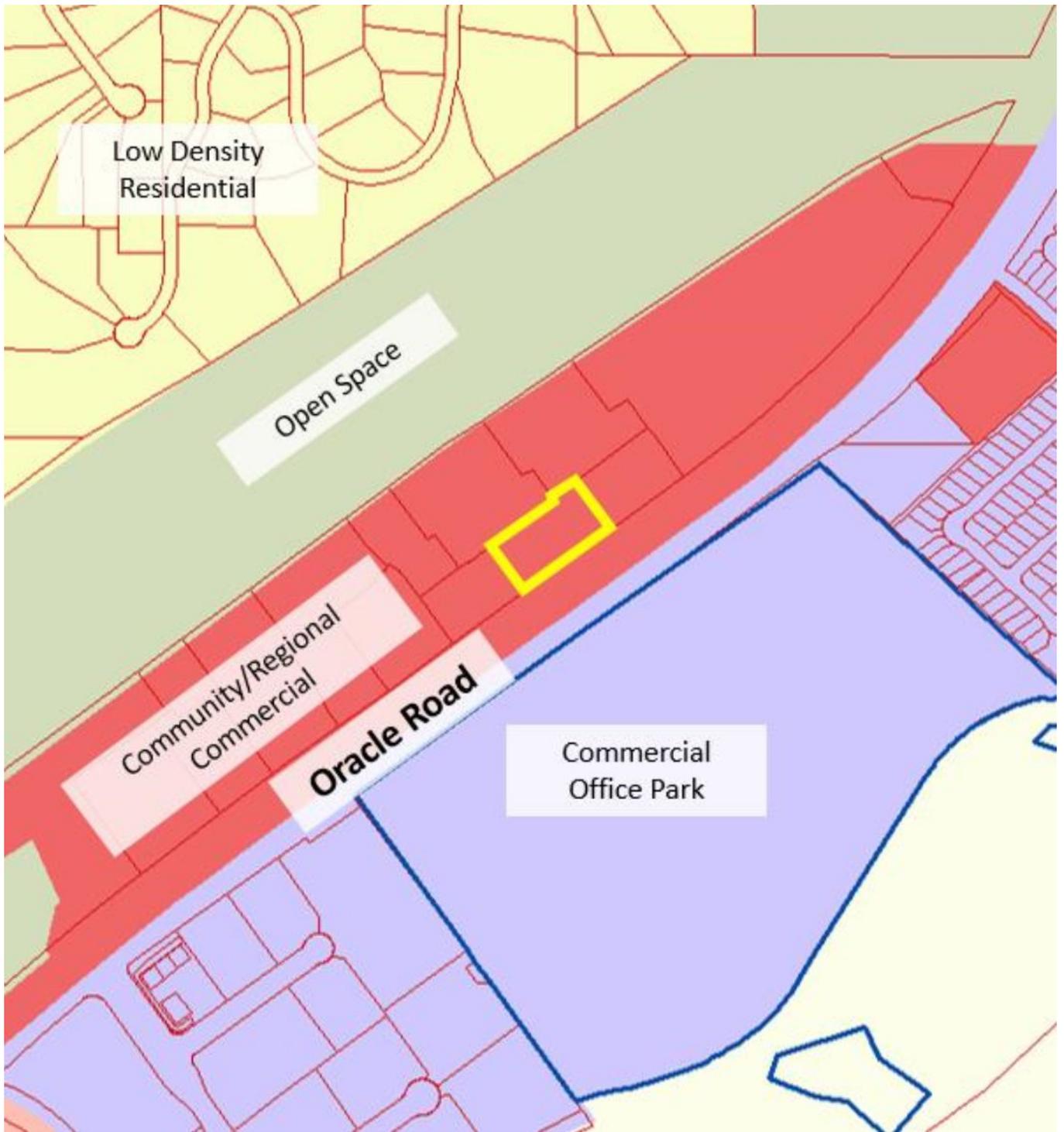


SHERWIN WILLIAMS;
SW-7533 - KHAKI SHADE

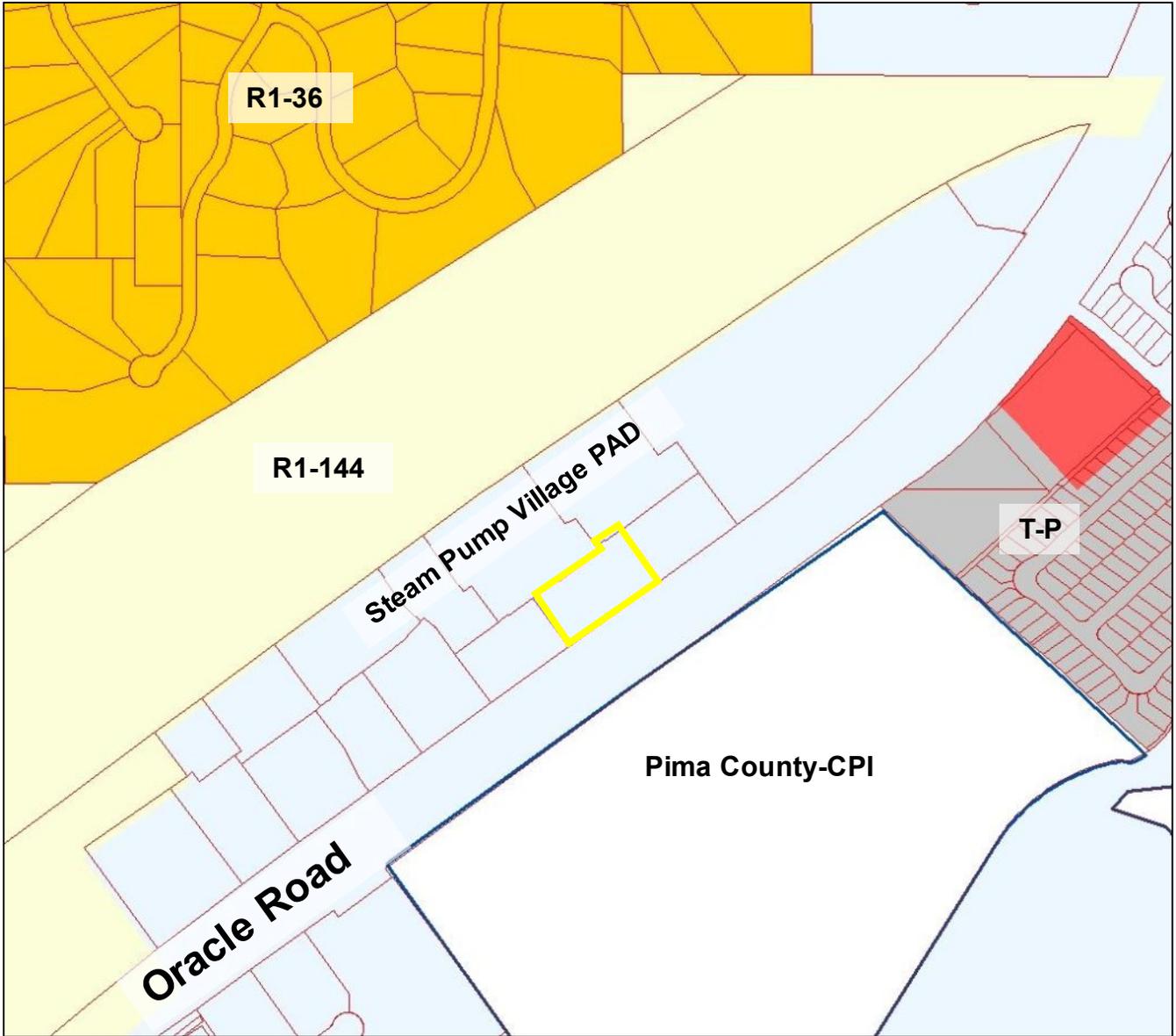
SHERWIN WILLIAMS;
SW-6126 - NAVAJO WHITE







GENERAL PLAN MAP
FREDDY'S STEAKBURGER
(OV1600904)



ZONING MAP
FREDDY'S STEAKBURGER
(OV1600904)



REVISED DRIVE AISLE
FREDDY'S STEAKBURGER
(OV1600904)

Attachment 6

ATTACHMENT 7
Freddy's Steakburger
Conditional Use Permit Review Criteria

The Conditional Use Permit Review evaluation criteria contained in Section 22.5 provide the primary guidance for evaluating CUP's. CUP's may be granted based on consideration of the following criteria shown in italics, followed by staff commentary:

That the granting of such conditional use permit will not be materially detrimental to public health, safety, or welfare. In arriving at this determination, the factors which shall be considered shall include the following:

Damage or nuisance arising from noise, odor, dust, vibration or illumination;

The everyday operations of the restaurant will not include activities that will contribute to dust or vibration within the immediate area. The proposed restaurant will be subject to the noise regulations of the Zoning Code that limit external speakers to no more than 40 decibels at the property lines. The restaurant will include cooking, which will require the approval of an odor abatement plan prior to Final Design submittal. The proposed restaurant will be required to comply with the Town of Oro Valley Outdoor Lighting standards and regulations. The proposed use meets this criteria.

Hazard to persons and property from possible explosion, contamination, fire or flood;

The proposed use will utilize standard cleaning materials and will be required to follow strict Occupational Safety Hazard Administration (OSHA) guidelines on the correct use and application of those materials to minimize the possibility of explosion and contamination. The restaurant will be required to install fire sprinklers in accordance with Golder Ranch Fire District requirements to protect against fire potential.

The proposed use is located in an existing shopping center. A Master Drainage Plan has been prepared for the Steam Pump Village Planned Area Development and will be updated to ensure there will be no hazards to persons or properties from flooding.

The proposed use meets this criteria.

Hazard occasioned by unusual volume or character of traffic.

Circulation was the central issue during review of the proposal. The current configuration of parking, driveways and the traffic generated by Basis School currently leads to frequent onsite delays. The Town worked closely with the applicant, the property owner (Evergreen) and Basis School to find a mutually agreeable solution. The proposed site plan was revised to include a straight driveway along the Freddy's and Basis property

lines (roughly parallel to Oracle Road) and a new connection to the northern entrance drive. This new alignment provides more efficient traffic flow in the area and resolves the existing meandering circulation pattern in front of the school. The Conceptual Site Plan has been reviewed by planning and engineering staff, with no adverse comment relative to vehicular traffic flow.

That the characteristics of the use proposed in such use permit are reasonably compatible with types of uses permitted in the surrounding area.

Oracle Road frontage is an appropriate location for commercial type uses, including drive through restaurants. Neighboring properties to the north and south along Oracle Road are zoned and intended for commercial uses. Basis School is located within the same commercial center. These properties are designated as commercial and permitted in the surrounding area.

The proposed restaurant will require landscaping consistent with the landscape requirements of the Zoning Code, visually screening the restaurant from adjacent properties. Furthermore, the PAD has established required buffer yards and screen walls ensuring the higher intensity uses are thoroughly screened from adjacent residential.

The applicant's proposal is consistent with this criteria.

ATTACHMENT 8
Freddy's Steakburger
Review of Design Principals and Steam Pump Architectural Guidelines

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

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

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

Staff Commentary: The building has been oriented so that the main entrance faces the primary parking area. This elevation includes an architectural element that defines the building entrance. As required by the development code, the drive through has been oriented away from Oracle Road.

Drainage/grading: site grading shall minimize impacts on natural grade and landforms and provide for subtle transitions of architectural elements to grade. Significant cuts and fills in relation to natural grade shall be avoided or minimized to the extent practical given property constraints.

Staff Commentary: No significant changes to grade are required to support the proposal. This project is part of the overall Steam Pump development which is an existing center with developed drainage infrastructure. The site will provide rainwater harvesting basins to further reduce the site drainage and lower the water requirements of the landscape.

Connectivity: strengthen the usability and connectivity of the pedestrian environment internally and externally by enhancing access to the public street system, transit, adjoining development and pedestrian and bicycle transportation routes. Buildings and uses should provide access to adjacent open space and recreational areas where appropriate.

Staff Commentary: An existing sidewalk is located in the parking area and was constructed as part of the original improvements. This connection will extend though the site to existing pedestrian linkages. An in-lieu fee will be provided for the future construction of a sidewalk along Oracle Road. Bicycle parking will be provided consistent with Town requirements.

Steam Pump Village PAD Architectural Guidelines

“Avoid long, unarticulated building facades...”

“Avoid long, linear vistas and buildings edges...along the streetscape”

The proposed architecture addresses this standard by utilizing a number of design elements including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

The proposed architecture is consistent with the above guidelines intended to minimize the visual impact of the building and provide visual interest to the center.

“Conceal service areas...by screening walls of a material and color consistent with the building”

The proposed design includes stone veneer and stucco on the refuse enclosure that matches the colors and materials utilized on the primary building. The proposed design is consistent with this architectural guideline.

“Subdued earth tone colors are recommended...however the use of strong accent colors...are encouraged to create tasteful variety and interest.”

The original submittal including all red canopies. Staff worked with the applicant to use red as an accent color. The proposed architecture limits the use of red to an accent band to add variety and visual interest to the façade. The proposed architecture is consistent with this architectural guideline.

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

The Conceptual Architecture (Attachments 2) is in conformance with applicable Architectural Design Principles. Following are the Design Principles (*in italics*) followed by staff evaluation of how the architecture conforms and responds to the principles:

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

The proposed architecture represents a southwest contemporary style that incorporates desert tones, hues and materials. The predominant external material will be painted stucco with various accent materials including stone and brick veneer and metal roofing consistent with colors and materials found in the center.

Secondarily, the design incorporates a patio seating area oriented south, entirely shaded by a metal roof, a feature appropriate for the Sonoran Desert climate.

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

The height and mass of the proposed building are appropriate to the area and will result in an appropriately scaled development. The proposed building height is predominantly 23 feet with several roof elements at a maximum height of 25 feet. The building height is compatible with the adjacent commercial development.

Façade articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to; overhangs, trellises, projections, awnings, insets, material, and texture shall be used to create visual interest that contribute to a building's character.

The proposed architecture provides significant façade articulation through the use of several elements, including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

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

No mechanical equipment, refuse enclosures, appurtenances, or utilities will be visible from nearby residences or streets. Roof mounted equipment will be located below the parapet and roof access will be provided internal to the building.

The proposed refuse collection area will be enclosed within architecturally consistent screen walls designed to be architecturally consistent with the main building. The area will be further screened from Oracle Road by existing and proposed landscaping within the proposed buffer yard.

Neighborhood Meeting Summary
Steam Pump Village Planned Area Development
Proposed Freddy's Steakburgers and Native Grill and Wings
March 3, 2016
6:00 – 7:30 PM
Town of Oro Valley Town Council Chambers

1. Introductions and Welcome

Meeting Facilitator, Rosevelt Arellano, Senior Planner, introduced the Oro Valley staff Robert Kirschmann, Planner, as project planner. Approximately 15 residents and interested parties attended the meeting, including Vice Mayor Waters and Council member Hornat. Also in attendance was Planning and Zoning Commission Vice-Chair Leedy, Commissioner Hurt, and Commissioner Gribb.

2. Staff Presentation

Robert Kirschmann, Planner, provided a presentation that included:

- Subject Property
- Applicant's request
- Traffic impacts and submittal requirements
- Review process
- Public participation opportunities

3. Applicant Presentation

Jeff Hunt from Cypress Civil Design., provided a presentation detailing the applicant's proposal, which included:

- Overview of project
- Traffic impact to the site
- Anticipated architectural style

4. Public Questions & Comments

Following is a summary of additional questions and comments:

- Why is Native Grill and Wings closer to Oracle Road than Freddy's?
- Does the site have sufficient parking for the proposed uses?
- Concerns were raised regarding the parking located along the driveway in front of Native Grill and Wings.
- Are both restaurants under the same ownership?
- Are Freddy's and Native normally constructed together?
- How many jobs will the proposed restaurants create?
- Concerns were raised regarding separating the drive through from the driveway.
- Can a new driveway be constructed to Oracle Road to serve the restaurants?
- What type of separation will be provided between the school and restaurants?
- When is construction anticipated to start?
- Concern was expressed about noise impacts on the school, particularly during construction.

- What concerns have Basis expressed?
- Is there a setback required for Native from the school because of alcohol sales?
- Will traffic be similar to the location in Phoenix? Have any traffic problems been noted at that location?
- When is happy hour in relation to school hours?
- Mr. Kirschmann and Mr. Hunt addressed some of the questions related to the proposed development and the associated traffic impacts.

Mr. Arellano closed the meeting, thanked everyone for their attendance and encouraged everyone to contact Mr. Kirschmann, the project planner, with any additional thoughts, comments or concerns.

Neighborhood Meeting Summary
Steam Pump Village Planned Area Development
Proposed Freddy's Steakburgers and Native Grill and Wings
May 12, 2016
4:00- – 5:30 PM
Holiday Inn Oro Valley

1. Introductions and Welcome

Meeting Facilitator, Chad Daines, Principle Planner, introduced the Oro Valley staff Robert Kirschmann, Planner, as project planner. Approximately 11 residents and interested parties attended the meeting, including Vice Mayor Waters and Council member Hornat. Also in attendance was Planning and Zoning Commissioners Swope, Hurt and Barrett and Conceptual Design Review Board Chair Eggerding.

2. Staff Presentation

Robert Kirschmann, Planner, provided a presentation that included:

- Subject Property
- Applicant's request
- Traffic impacts and submittal requirements
- Review process
- Public participation opportunities

3. Applicant Presentation

Jeff Hunt from Cypress Civil Design., provided a presentation detailing the applicant's proposal, which included:

- Overview of project
- Traffic impact to the site
- Anticipated architectural style

4. Public Questions & Comments

Following is a summary of additional questions and comments:

- How many seats will the restaurants have?
- How much parking is required?
 - How does the school play into the parking?
- When are deliveries made?
- Concern was raised regarding the setback requirement of the convenience uses from schools.
- Why are they building here and not at Oro Valley Marketplace?
- Who approved the original Master Plan?
 - Was Basis aware of the potential for commercial development?
 - Is Basis aware of the proposed applications?
- How will new Steam Pump Way signal function?
- Concern expressed on happy hour and interaction with school pick up.
- Can a new driveway be constructed to Oracle Road to serve the restaurants?

- What is the distance requirements for the sale of alcohol from the school.
- Mr. Kirschmann, Mr. Daines, Mr. Laws and Mr. Hunt addressed the questions related to the proposed development and the associated traffic impacts.

Mr. Daines closed the meeting, thanked everyone for their attendance and encouraged everyone to contact Mr. Kirschmann, the project planner, with any additional thoughts, comments or concerns.



Conditional Use Permit Planning and Zoning Commission Staff Report

PROJECT: Freddy's Steakburger
CASE NUMBER: OV1600904
MEETING DATE: June 28, 2016
AGENDA ITEM: 1
STAFF CONTACT: Robert Kirschmann, Planner
rkirschmann@orovalleyaz.gov (520) 229-4836

Applicant: Matt Stuart, Cypress Civil Development
Request: Conditional Use Permit to allow a restaurant with drive through
Location: 11143 N. Oracle Road, Steam Pump Village, west side of Oracle Road in front of Basis School
Recommendation: Recommend approval of the requested Conditional Use Permit, subject to the condition in Attachment 1

SUMMARY:

The purpose of this request is to consider a proposed Conditional Use Permit (CUP) for a restaurant with drive through in Steam Pump Village (Attachment 2). The proposed restaurant is on 1.5 acres of a larger approximately 27 acre commercial area.

The project consists of an approximately 3,500 square foot restaurant, outdoor patio, drive through, landscaping and customer parking. The proposal has been reviewed and is consistent with the Zoning and Conditional Use Permit review criteria. The applicant's proposal is included as Attachment 3.

BACKGROUND:

Land Use Context

The general plan land use designation (Attachment 4) is Community/Regional Commercial and the zoning designation (Attachment 5) is Steam Pump Village Planned Area Development (PAD).

Existing Site Conditions

- Lot size: 1.5 acres
- Zoning: Steam Pump PAD

- Existing hardscape includes:
 - Parking
 - Drive aisles
 - Pedestrian paths

Proposed Improvements

- 3,500 sq. ft. drive through restaurant
- Outdoor patio seating
- Reconfiguration of site access
- Additional parking, landscaping and pedestrian paths
- Design: southwest contemporary style architecture

Approvals to Date

Between 1988 and 2011 there were multiple site plan approvals for commercial, apartment and school uses.

DISCUSSION/ANALYSIS:

The applicant proposes a 3,500 square foot restaurant with drive through. The subject property is within Steam Pump Village which allows restaurant uses. A drive through lane is allowed, subject to obtaining a Conditional Use Permit (CUP).

The applicant originally proposed the drive through window and lane adjacent to the Oracle Road frontage, which is prohibited by the Zoning Code. The Site Plan was revised to relocate the drive through window and lane to the west side of the restaurant and the building was relocated further from the Oracle Road frontage. These revisions resulted in compliance with the adopted Design Standards.

The Steam Pump Village Planned Area Development (PAD) establishes zoning for the area within its boundaries. This PAD includes specific exemptions from certain Town Zoning requirements for convenience uses. One exemption provides that a convenience use does not have to adhere to the 500 foot separation from a school or public park.

Zoning Code Analysis

The design of the restaurant and drive through were reviewed for full conformance with all PAD standards and applicable provisions of the Zoning Code. This proposal includes drive through lane screening, landscaping, lighting, signage, architecture, public art in conformance with all Ordinances and policies.

Conditional Use Permit Analysis

The Conditional Use Permit review criteria contained in Section 22.5 provide the primary guidance for evaluating CUP's.

The Conditional Use Permit review criteria requires that the granting of the CUP will not be materially detrimental to public health, safety, or welfare..." including "Hazard occasioned by unusual volume or character of traffic". Traffic was our key focus for the review.

The current configuration of parking, driveways and the traffic generated by Basis School leads to frequent onsite delays. The Town worked closely with the applicant, the property owner (Evergreen) and Basis School to find a mutually agreeable solution. The proposed site plan was revised to include a straight driveway along the Freddy's and Basis property lines (roughly parallel to Oracle Road) and a new connection to the northern entrance drive. Attachment 6 depicts the existing and proposed traffic configuration. This new alignment provides more efficient traffic flow in the area and resolves the existing meandering circulation pattern in front of the school.

From an operational perspective, Freddy's restaurant does not serve breakfast so there is no impact to the morning school drop-off. In case another restaurant with drive through locates here in the future, a condition of approval has been included (Attachment 1) disallowing the use of the drive through between the hours between 6AM and 9AM. The lunch time peak for the restaurant occurs between the start times and primary release times, which will also minimize the impact to the current traffic for Basis. In addition, the school will continue to stagger start and release times to reduce the peak number of students that require pick-up/drop-off at one time.

The applicant's request has been reviewed and found in conformance with the evaluation criteria, as provided on Attachment 7.

PUBLIC PARTICIPATION:

Neighborhood Meetings

Two (2) neighborhood meetings were held, one on March 3, 2016 and one on May 12, 2016. Approximately six (6) residents attended the first meeting nine and (9) attended the second. Comments from the residents focused primarily on the existing circulation issues, increase in traffic, lack of parking and alcohol sales. There concerns were addressed as follows:

Existing circulation- As previously mentioned the Town, Basis and the developers worked together to resolve the circulation issues. The solution was to establish a new straight driveway along the Freddy's and Basis property lines and provide a new connection to the northern entrance drive. This will eliminate many of the existing conflict points in the center.

Increase in traffic- The restaurants will result in an increase in traffic, however, the peak times of the school (pick up and drop off) do not coincide with the restaurant peak times (lunch and dinner). To further mitigate any potential traffic impacts a condition has been placed on the project restricting use of the drive through between 6AM to 10AM.

Parking- The Steam Pump Village zoning requires one (1) parking stall per 300 square feet of building area. At 3,500 square feet Freddy's is required to provide 12 parking stalls. The site plan shows 38 onsite parking stalls. In addition, the Steam Pump Center has reciprocal parking and access agreements that allows vehicles to use adjacent parcels. The overall Steam Pump Center has an extra 200 parking stalls.

Alcohol sales- Freddy's does not intend to sell alcohol. Should they decide to add alcohol in the future, an application to the state is required. Under current State Law if at least forty percent of a restaurant's gross sales are food, then the establishment is considered a restaurant. There are no required setbacks between a church or school and a restaurant.

Copies of the meeting summary notes are included as Attachment 8.

No written correspondence has been received to date.

Public Notice has been provided as follows:

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

CONCLUSION/RECOMMENDATION:

Based on the following findings:

- The proposed restaurant is compatible with the existing and planned commercial, multi-family residential, and school.
- The proposed use will not be materially detrimental to the public health, safety or welfare and is in conformance with the Conditional Use Permit Review Criteria.
- The proposal significantly improves existing traffic issues on the site.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend approval of this request to the Town Council as conditioned in Attachment 1.

SUGGESTED MOTIONS:

I move to recommend conditional approval based on the finding that the request is in conformance with the Conditional Use Permit review criteria.

OR

I move to recommend denial of the request, finding that _____.

ATTACHMENTS:

1. Conditions of Approval
2. Location Map
3. Applicant's Proposal
4. General Plan Land Use Map
5. Zoning Map
6. Driveway Exhibit
7. Conditional Use Permit Evaluation Criteria
8. Neighborhood Summary Notes



Bayer Vella, Planning Manager



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

PROJECT: Freddy's Steakburger

CASE NUMBER: OV1600904

MEETING DATE: June 22, 2016

AGENDA ITEM: 1

STAFF CONTACT: Robert Kirschmann, Planner
rkirschmann@orovalleyaz.gov (520) 229-4836

Applicant: Matt Stuart, Cypress Civil Development

Request: Conceptual Site Plan and Conceptual Architecture for a 3,565 square foot drive through restaurant

Location: 11143 N. Oracle Road, Steam Pump Village, west side of Oracle Road in front of Basis

Recommendation: Recommend approval of the requested Conceptual Site Plan and Conceptual Architecture

SUMMARY:

The purpose of this request is to consider the Conceptual Site Plan and Architecture for Freddy's Steakburger restaurant and drive through proposed within Steam Pump Village. The site is located on the west side of Oracle Road, in front of Basis School (Attachment 1). The overall site plan showing the location of the request in relation to the larger center is attached for reference (Attachment 2).

Conceptual Site Plan

The proposed Conceptual Site Plan (Attachment 3) includes the following elements:

- Approximately 3,565 square foot restaurant
- Drive through window
- Outdoor patio seating
- Parking
- Landscaping
- Rainwater harvesting

A key issue associated with this project is existing traffic circulation created by school traffic. Town staff has worked extensively with the master developer, the school and the Freddy's developer to improve circulation issues within the center. Additional discussion is provided later in the report.

Conceptual Architecture

The proposed architecture (Attachment 3) represents a southwest contemporary design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with metal roofing and awnings, stone veneer. The proposed architecture incorporates materials and colors used within the overall Steam Pump Center.

The proposed Conceptual Site Plan and Conceptual Architecture have been reviewed and are in conformance with the Town's Design Principles and Steam Pump Village Architectural Guidelines. Staff is recommending approval.

BACKGROUND:

Land Use Context

The general plan land use designation (Attachment 4) is Community/Regional Commercial and the zoning designation (Attachment 5) is Steam Pump Village Planned Area Development (PAD).

Existing Site Conditions

- Lot size: 1.5 acres
- Zoning: Steam Pump PAD
- Existing hardscape includes:
 - Parking
 - Drive aisles
 - Pedestrian paths

Proposed Improvements

- 3,565 sq. ft. drive through restaurant
- Outdoor patio seating
- Reconfiguration of site access
- Additional parking, landscaping and pedestrian paths
- Design: southwest contemporary style architecture

Approvals to Date

1988: Subject property annexed

1988: Subject property rezoned to Steam Pump Village PAD

2005: Steam Pump Village PAD amended

2011: Steam Pump Village PAD amended

DISCUSSION/ANALYSIS:

The proposed Conceptual Site Plan and Architecture are summarized in Sections I and II below.

I. CONCEPTUAL SITE PLAN

Circulation was the central issue during review of the proposal. The current configuration of parking, driveways and the traffic generated by Basis School currently leads to frequent onsite delays. The Town worked closely with the applicant, the property owner (Evergreen) and Basis School to find a mutually agreeable solution. The proposed site plan was revised to include a straight driveway along the Freddy's and Basis property lines (roughly parallel to Oracle Road) and a new connection to the northern entrance drive. This new alignment provides more efficient traffic flow in the area and resolves the existing meandering circulation pattern in front of the school. Attachment 6 depicts the existing and proposed drives adjacent to the site.

A Conditional Use Permit is also required for the drive through. The traffic impact of the drive through will be addressed by the Planning and Zoning Commission.

The applicant originally proposed the drive-through window and lane adjacent to the Oracle Road frontage, which is prohibited by the Zoning Code. The Conceptual Site Plan was revised to relocate the drive-through window and lane to the west side of the restaurant and the building was relocated further from the Oracle Road frontage, in conformance with the Zoning Code.

A trash enclosure is proposed along Oracle Road as shown on the Master Development Plan. Staff worked with the applicant to provide stone on the enclosure and the use of landscaping to screen the enclosure from the road.

An overall site plan has been previously approved for the Steam Pump Village shopping center which includes the proposed site in Phase 3. The proposed application modifies the approved Master Plan, requiring a Conceptual Site Plan review.

Conceptual Landscape Plan

The landscape plan features the required parking lot island plantings and landscape screen along the drive through. The buffer yard along Oracle Road was included on the overall site plan for the commercial development and has been planted. Some additional vegetation is proposed to enhance the streetscape. The proposed landscape concept has been reviewed and conforms to the Steam Pump Village Planned Area Development and the Zoning Code.

Parking

The PAD establishes a parking ratio of one (1) space per 300 square feet. Based on the 3,565 square feet, 12 parking spaces are required. The plan proposes 38. Concerns were raised at the neighborhood meetings regarding having adequate parking in the

center. Reciprocal parking and access agreements are recorded allowing vehicles to travel and park on adjacent properties. The overall center has an excess of 200 spaces. An Alternative Parking Ratio is not required as the increased parking within the center has been previously approved as part of the Master Development Plan and the fact that cross-access is permitted within the center.

Additionally, 40" screen wall is proposed along Oracle Road. The intent is to keep headlight glare from Oracle Road and to help screen the parking.

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

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

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

Staff Commentary: The building has been oriented so that the main entrance faces the primary parking area. This elevation includes an architectural element that defines the building entrance. As required by the development code, the drive through has been oriented away from Oracle Road.

Drainage/grading: site grading shall minimize impacts on natural grade and landforms and provide for subtle transitions of architectural elements to grade. Significant cuts and fills in relation to natural grade shall be avoided or minimized to the extent practical given property constraints.

Staff Commentary: No significant changes to grade are required to support the proposal. This project is part of the overall Steam Pump development which is an existing center with developed drainage infrastructure. The site will provide rainwater harvesting basins to further reduce the site drainage and lower the water requirements of the landscape.

Connectivity: strengthen the usability and connectivity of the pedestrian environment internally and externally by enhancing access to the public street system, transit, adjoining development and pedestrian and bicycle transportation routes. Buildings and uses should provide access to adjacent open space and recreational areas where appropriate.

Staff Commentary: An existing sidewalk is located in the parking area and was constructed as part of the original improvements. This connection will extend through the site to existing pedestrian linkages. An in-lieu fee will be provided for the future construction of a sidewalk along Oracle Road. Bicycle parking will be provided consistent with Town requirements.

II. CONCEPTUAL ARCHITECTURE

The proposed architecture represents a southwest contemporary design that incorporates desert colors and elements. The architecture features predominantly earth tone colors with metal roofing and awnings, stone and brick veneer, as well as an architectural element defining the entryway. The design incorporates a number of colors, materials and elements found elsewhere within the shopping center.

The proposed building is one (1) story, 25 feet tall and conforms with the height requirements of the Stream Pump PAD.

Stream Pump Village PAD Architectural Guidelines

"Avoid long, unarticulated building facades..."

"Avoid long, linear vistas and buildings edges...along the streetscape"

The proposed architecture addresses this standard by utilizing a number of design elements including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncicing

The proposed architecture is consistent with the above guidelines intended to minimize the visual impact of the building and provide visual interest to the center.

"Conceal service areas...by screening walls of a material and color consistent with the building"

The proposed design includes stone veneer and stucco on the refuse enclosure that matches the colors and materials utilized on the primary building. The proposed design is consistent with this architectural guideline.

"Subdued earth tone colors are recommended...however the use of strong accent colors...are encouraged to create tasteful variety and interest."

The original submittal including all red canopies. Staff worked with the applicant to use red as an accent color. The proposed architecture limits the use of red to an accent band to add variety and visual interest to the façade. The proposed architecture is consistent with this architectural guideline.

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

The Conceptual Architecture (Attachments 2) is in conformance with applicable Architectural Design Principles. Following are the Design Principles (*in italics*) followed by staff evaluation of how the architecture conforms and responds to the principles:

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

The proposed architecture represents a southwest contemporary style that incorporates desert tones, hues and materials. The predominant external material will be painted stucco with various accent materials including stone and brick veneer and metal roofing consistent with colors and materials found in the center.

Secondarily, the design incorporates a patio seating area oriented south, entirely shaded by a metal roof, a feature appropriate for the Sonoran Desert climate.

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

The height and mass of the proposed building are appropriate to the area and will result in an appropriately scaled development. The proposed building height is predominantly 23 feet with several roof elements at a maximum height of 25 feet. The building height is compatible with the adjacent commercial development.

Façade articulation: all building facades shall be fully articulated, including variation in building massing, roof planes, wall planes, and surface articulation. Architectural elements including, but not limited to; overhangs, trellises, projections, awnings, insets, material, and texture shall be used to create visual interest that contribute to a building's character.

The proposed architecture provides significant façade articulation through the use of several elements, including:

- Varied roof lines
- Wall articulation
- Material variation
- Color variation
- Roof corncing

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

No mechanical equipment, refuse enclosures, appurtenances, or utilities will be visible from nearby residences or streets. Roof mounted equipment will be located below the parapet and roof access will be provided internal to the building.

The proposed refuse collection area will be enclosed within architecturally consistent screen walls designed to be architecturally consistent with the main building. The area will be further screened from Oracle Road by existing and proposed landscaping within the proposed buffer yard.

Engineering

Traffic

The proposed Freddy's Restaurant development is part of a master planned commercial shopping center which is served by 2 right-in/right-out only driveways, one full-access driveway and one (1) signalized intersection. All access is from Oracle Road. The Basis School is located near the proposed Freddy's restaurant location within the Steam Pump Village Retail Center.

Traffic circulation through the shopping center during school start and release times has been a major point of concern during both the development of the school, and again, with the proposed development of the Freddy's restaurant. Town staff has worked extensively with the master developer, the school and the Freddy's developer to establish a traffic circulation and queuing pattern for school drop-off and pick-up. Both the master developer and the school are in support of the proposed improvements and proposed circulation pattern.

From an operational perspective, Freddy's restaurant does not serve breakfast so impact to the morning school drop-off will be minimal, if at all. The lunch time peak for the restaurant occurs between the start times and primary release times, which will also minimize the impact to the current traffic for the school. In addition, the school will continue to stagger start and release times to reduce the peak number of students that require pick-up/drop-off at one time. Physical improvements will also be made to the retail center. To improve circulation a main access drive which runs parallel with the school and Freddy's (southwest/northeast direction) will be constructed. This drive provides additional access points from the parking field to the main driveways that access Oracle Road. The new drive will also eliminate the need for school traffic to navigate through the parking field in front of the school with multiple intersection locations, as it does currently. In addition, improvements to the signalized intersection are being completed to provide dual turn lanes and additional storage length on Oracle Road for the left turn movement into the retail center.

Drainage

Existing storm water runoff flows through the site in a southwesterly direction. The drainage system for the proposed Freddy's development has been designed to meet the Town's Drainage Criteria Manual and Floodplain Ordinance requirements. There is an approved Master Drainage report for the Steam Pump Village Retail Center project. Any deviations from this report as a result of the Freddy's development will require an addendum to the master report that will meet the Town's Drainage Criteria Manual and Floodplain Ordinance requirements. Stormwater runoff will be conveyed by surface runoff, drainage channels, and storm drain systems throughout the development. Post-developed discharges will be required to match pre-developed discharges to mimic existing conditions. This reduction is accomplished through surface detention basins.

Grading

A Type 2 Grading Permit is required to construct the utilities, parking, and any other structures requiring grading on the project site. The grading represented within the Conceptual Site Plan conforms to the requirements of the Steam Pump Village PAD and applicable sections of the Town's Zoning Code (Section 27.9) as well as the Town's Subdivision Street Standards.

PUBLIC PARTICIPATION:

Neighborhood Meetings

Two (2) neighborhood meetings were held on March 3, 2016 and May 12, 2016. Approximately six (6) residents attended the first meeting nine (9) attended the second. The concerns expressed were primarily:

- Existing circulation issues
- Increase in traffic
- Lack of parking

Copies of the meeting summary notes are included as Attachment 7.

No written correspondence has been received to date.

Public Notice has been provided as follows:

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

CONCLUSION/RECOMMENDATION:

Conceptual Site Plan

Based on a finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines, it is recommended that the Conceptual Design Review Board take the following action:

Recommend approval to the Town Council of the requested Conceptual Site Plan.

Conceptual Architecture

Based on a finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines, it is recommended that the Conceptual Design Review Board take the following action:

Recommend approval to the Town Council of the requested Conceptual Architecture.

SUGGESTED MOTIONS:

Conceptual Site Plan

I move to recommend approval of the Conceptual Site Plan finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines.

OR

I move to recommend denial of the Conceptual Site Plan finding that the request is not in conformance with the Design Principles and Steam Pump Village Design Guidelines, specifically, _____.

Conceptual Architecture

I move to recommend approval of the Conceptual Architecture finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines.

OR

I move to recommend denial of the Conceptual Architecture finding that the request is not in conformance with the Design Principles and Steam Pump Village Design Guidelines, specifically, _____.

ATTACHMENTS:

1. Location Map
2. Master Development Plan
3. Applicant Submittal
4. General Plan Land Use Map
5. Zoning Map
6. Revised Drive Aisle Exhibit
7. Neighborhood Meeting Summaries


Bayer Vella, Planning Manager, AICP for

**MINUTES
ORO VALLEY CONCEPTUAL DESIGN REVIEW BOARD
SPECIAL SESSION
ORO VALLEY TOWN HALL
JUNE 22, 2016
HOPI CONFERENCE ROOM
11000 N. LA CANADA DRIVE**

SPECIAL SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

Chair Eggerding called the Conceptual Design Review Board Special Session or order at 6:00 pm.

ROLL CALL

PRESENT: Dick Eggerding, Chair
Bruce Wyckoff, Vice Chair
Nathan Basken, Member
Sarah Chen, Member
Kit Donley, Member
Jacob Herrington, Member
Hal Linton, Member

ABSENT: None.

ALSO PRESENT:

Vice Mayor Lou Waters
Council Member Joe Hornat

PLEDGE OF ALLEGIANCE

Chair Eggerding led the members of the Board and Audience in the Pledge of Allegiance.

CALL TO AUDIENCE

There were no speaker request.

COUNCIL LIAISON COMMENTS

There were no Council Liaison comments for this meeting.

1. DISCUSSION AND POSSIBLE ACTION ON CONCEPTUAL SITE PLAN AND ARCHITECTURE FOR FREDDY'S STEAKBURGERS TO BE LOCATED AT 11143 N. ORACLE ROAD, OV1600904

Robert Kirschman, Planner, provided a presentation that included the following:

- Purpose
- Location Map
- Circulation
- Site Plan
- Proposed Architecture
- Neighborhood Meeting/Public Input
- Recommendation

Member Linton questioned what the in-lieu fee covers.

David Laws, Permitting Manger, responded that the theory behind the in-lieu fee is to collect monies from the developer to hold in an account. Somewhere down the road should the decision be made to make improvements along Oracle Road the funds would be available.

Keri Silvyn, Lazarus, Silvyn & Bangs, P.C. representing the master developer, Evergreen, LLC. provided a presentation that included the following:

- Background on the project
- Vision for mixed use development
- Developed in phases
- Traffic circulation

Matt Stuart, Cypress civil development, representing the developer, provided a presentation that included the following:

- Overview of the project
- Basis circulation drop-off
- Hours of operation
- Bicycle parking
- Trash enclosure

Ricky Lyons, Developer, provided an overview on the drive thru and included the following:

- 30-35% of business is done through the drive-thru
- The longest drive-thru he has been associated with

Kevin Nguyen, Galloway Architects, provided a presentation that included the following:

- Complementary with Steam Pump
- Complementary colors
- Material Board

MOTION: A motion was made by Nathan Basken, Member and seconded by Sarah Chen, Member to recommend approval of the Conceptual Site Plan finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines, subject to the condition the applicant explore alternative location for the trash enclosure prior to Final Site Plan.

MOTION carried, 6-1 with Hal Linton, Member opposed.

MOTION: A motion was made by Nathan Basken, Member and seconded by Jacob Herrington, Member to recommend approval of the Conceptual Architecture finding that the request is in conformance with the Design Principles and Steam Pump Village Design Guidelines.

MOTION carried, 7-0.

2. DISCUSSION AND POSSIBLE ACTION ON CONCEPTUAL ARCHITECTURE FOR NATIVE GRILL AND WINGS TO BE LOCATED AT 11107 N. ORACLE ROAD, OV1600903

Robert Kirschman, Planner, provided a presentation that included the following:

- Purpose
- Location map
- Proposed Site Plan
- Proposed Architecture
- Neighborhood Meeting/Public Input
- Recommendation

Applicant had no presentation.

MOTION: A motion was made by Jacob Herrington, Member and seconded by Kit Donley, Member to recommend approval of the Conceptual Architecture finding that the request is in conformance with the Design Principles and Steam Pump village Design Guidelines.

MOTION carried, 6-1 with Sarah Chen, Member opposed.

PLANNING UPDATE (INFORMATIONAL ONLY)

Michael Spaeth, Senior Planner, provided the following Planning Update:

- July 12, Conceptual Design Review Board Agenda

- July 6, Town Council Agenda
- June 30, Vistoso Highlands Major General Plan Amendment Neighborhood Meeting

ADJOURNMENT

MOTION: A motion was made by Sarah Chen, Member and seconded by Kit Donley, Member to adjourn the Conceptual Design Review Board Special Session meeting at 7:02 PM.

MOTION carried, 7-0.



Town Council Regular Session

Item # 2.

Meeting Date: 07/06/2016

Requested by: Julie Bower

Submitted By: Julie Bower, Town
Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE ACTION REGARDING SELECTION OF AN EXECUTIVE SEARCH FIRM TO CONDUCT THE TOWN MANAGER RECRUITMENT AND AUTHORIZATION OF GENERAL FUND CONTINGENCY RESERVES FOR THE RECRUITMENT PROCESS

RECOMMENDATION:

All six firms responding to the Town are well-qualified and all are experienced. However, of the six respondents, three are recommended by staff for consideration by the Town Council for recruitment of the town manager. The three firms, in alphabetical order, are CPS-HR Consulting, the Mercer Group, and Ralph Andersen and Associates.

EXECUTIVE SUMMARY:

At the May 4, 2016 regular session, Town Council directed staff to utilize cooperative contracts to expedite the process of identifying potential search firms for the recruitment of a permanent town manager.

BACKGROUND OR DETAILED INFORMATION:

Executive recruitment firms immediately available to the Town under contracts with the City of Tucson and the City of Peoria include the Mercer Group, Slavin Management Consultants, Ralph Andersen & Associates, Bob Murray & Associates, CPS Human Resources, Waters Consulting Group, the Novak Consulting Group and the Water and Company Executive Recruitment. On May 11, 2016, an abbreviated and expedited request for proposals was sent to all eight executive search firms under cooperative contracts to the City of Tucson and City of Peoria, Arizona. This solicitation contained a request for proposal submission by or before June 1, 2016. Of the eight firms solicited, six firms responded with proposals.

Specific funding for the executive recruitment process was not included in the FY 2016/17 budget due to the timing of adoption of the budget by Town Council in relation to the Town's receipt of the firms' proposals. Therefore, it is requested that Town Council

authorize the use of General Fund contingency reserves in an amount not to exceed \$30,000 for the recruitment process.

FISCAL IMPACT:

Fiscal impact varies depending on the executive search firm selected to conduct the recruitment for town manager. The costs associated with the six proposals received are as follows:

Ralph Andersen: \$27,500

Bob Murray: \$17,500 plus expenses not to exceed \$7,500

CPS-HR: \$24,250

Slavin: \$16,505 plus expenses not to exceed \$7,427

Novak: \$19,500 plus up to \$1,500 for advertising plus \$250 per candidate for background check

Mercer Group: \$15,000 plus expenses not to exceed \$5,500

Since funds were not specifically allocated in the FY 2016/17 Adopted Budget for the town manager recruitment process, staff is requesting Council-authorization to utilize General Fund contingency reserves in an amount not to exceed \$30,000 for the recruitment process. These funds would be utilized for payment to the executive recruitment firm, in addition to travel costs for potential candidates. The estimated FY 2015/16 year-end General Fund contingency reserve balance is \$10,165,779, which would decrease by \$30,000 with this authorization to \$10,135,779.

SUGGESTED MOTION:

I MOVE to select _____ to conduct the town manager recruitment and authorize the use of General Fund contingency reserves in an amount not to exceed \$30,000 for the recruitment process.

or

I MOVE...

Attachments

No file(s) attached.



Town Council Regular Session

Item # 3.

Meeting Date: 07/06/2016

Requested by: Vice Mayor Waters & Councilmember Hornat

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

~~**DISCUSSION AND POSSIBLE DIRECTION REGARDING A CHANGE TO THE DESIGN CODE ALLOWING FOR AN EXPANDED COLOR PALETTE~~(Removed from the agenda on 7/1/16 at 4:30 p.m.)

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Vice Mayor Waters and Councilmember Hornat have requested that the item be placed on the agenda for discussion.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to _____

Attachments

No file(s) attached.



Town Council Regular Session

Item # 4.

Meeting Date: 07/06/2016

Requested by: Councilmember Burns & Councilmember Garner

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION REGARDING A BIKE SHARE PROGRAM

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Councilmember Burns and Councilmember Garner requested that this item be placed on the agenda for discussion.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to _____

Attachments

No file(s) attached.



Town Council Regular Session

Item # 5.

Meeting Date: 07/06/2016

Requested by: Councilmember Zinkin & Councilmember Burns

Submitted By: Julie Bower, Town Clerk's Office

Department: Town Clerk's Office

Information

SUBJECT:

DISCUSSION AND POSSIBLE DIRECTION REGARDING TOWN CODE SECTION 10-1-5 NUISANCES

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

Councilmember Zinkin and Councilmember Burns have requested that the item be placed on the agenda for discussion.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to _____

Attachments

No file(s) attached.
