AGENDA
ORO VALLEY TOWN COUNCIL
REGULAR SESSION
FEBRUARY 17, 2021
ONLINE ZOOM MEETING

Click link to join:

https://orovalley.zoom.us/j/96070780591

To attend via phone only, dial 1-346-248-7799 then enter Meeting/Webinar ID: 960 7078 0591

The Town recently updated its Zoom capability to allow for increased public attendance and to better facilitate the Town's virtual meetings. When you log in to the meeting you will be added as an attendee. You will be able to address the Town Council during the "Call to Audience," public hearing and public comment items on the agenda. If you wish to address the Council during those parts of the agenda, select "Raise your hand" from the Zoom controls and wait until you are called upon to speak by the Mayor. Town staff will then unmute your microphone and camera. For additional information about the Town's Zoom meetings, visit https://www.orovalleyaz.gov/Government/Departments/Town-Clerk/Zoom-meeting-attendance

Executive Sessions – Upon a vote of the majority of the Town Council, the Council may enter into Executive Sessions pursuant to Arizona Revised Statutes §38-431.03 (A)(3) to obtain legal advice on matters listed on the Agenda.

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

UPCOMING MEETING ANNOUNCEMENTS

COUNCIL REPORTS

- **Spotlight on Youth**

TOWN MANAGER'S REPORT

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

CONSENT AGENDA
(Consideration and/or possible action)

A. Minutes - February 3, 2021

B. Resolution No. (R)21-07, approving a Memorandum of Understanding (MOU) for fiscal years 2021/22 and 2022/23 between the Town of Oro Valley and the Public Safety Employee Group

C. Resolution No. (R)21-08, approving the Agenda Committee assignment for the period of March 1, 2021, to May 31, 2021

REGULAR AGENDA

1. PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE PUSCH 9 GOLF COURSE

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)

ADJOURNMENT

The Mayor and Council may, at the discretion of the meeting chairperson, discuss any Agenda item.

POSTED: 2/10/21 at 5:00 p.m. by pp

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. – 5:00 p.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.

In accordance with Amendment #2 of the Mayoral Proclamation of Emergency issued on March 27, 2020, the following restrictions have been placed on all public meetings until further notice:

1. In-person attendance by members of the public is prohibited.

2. Members of the public can either watch the public meeting online https://www.orovalleyaz.gov/town/departments/town-clerk/meetings-and-agendas or, if they would like to participate in the meeting (e.g. speak at Call to Audience or speak on a Regular Agenda item), they can attend the

meeting and participate via the on-line meeting application, Zoom, https://orovalley.zoom.us/j/96070780591, or may participate telephonically only by dialing 1-346-248-7799 then enter Meeting ID: 960 7078 0591 prior to or during the posted meeting.

3. If a member of the public would like to speak at either Call to Audience or on a Regular Agenda item, please "Raise Your Hand" during the meeting when the Chair announces that it is the appropriate time to do so. For those participating in the meeting through Zoom, place your cursor towards the bottom, middle of the page and look for the "Raise Hand" icon and click on it to "Raise Your Hand" to speak. For those participating via phone only, press *9 to "Raise Your Hand".

4. All members of the public who participate in the Zoom meeting either with video or telephonically will enter the meeting with microphones muted. For those participating via computer/tablet/phone device, you may choose whether to turn your video on or not. Those participating via computer/tablet/phone device can click the “Raise Your Hand” button during the Call to the Public or Regular Agenda item, and the Chair will call on you in order. For those participating by phone, you can press *9, which will show the Chair that your hand is raised. When you are recognized at the meeting by the Chair, your microphone will be unmuted by a member of staff and you will have three minutes to speak before your microphone is again muted.

5. If a member of the public would like to submit written comments to the Town Council for their consideration prior to the meeting, please email those comments to mstandish@orovalleyaz.gov no later than sixty minutes before the public meeting. Those comments will then be electronically distributed to the public body prior to the meeting.

If you have questions, please contact Town Clerk, Mike Standish, at 520-229-4700 or email at mstandish@orovalleyaz.gov

Thank you for your cooperation.

Town Council Regular Session **A.**

Meeting Date: 02/17/2021

Requested by: Mike Standish **Submitted By:** Michelle Stine, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Minutes - February 3, 2021

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 February 3, 2021 minutes.

Attachments

2-3-21 Draft Minutes

D R A F T

MINUTES
ORO VALLEY TOWN COUNCIL
REGULAR AND STUDY SESSION
FEBRUARY 3, 2021
ONLINE ZOOM MEETING

REGULAR SESSION AT OR AFTER 6:00 PM

CALL TO ORDER

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

ROLL CALL

Present:	Joseph C. Winfield, Mayor
	Melanie Barrett, Vice-Mayor
	Tim Bohen, Councilmember
	Harry Greene, Councilmember
	Joyce Jones-Ivey, Councilmember
	Steve Solomon, Councilmember
Absent:	Josh Nicolson, Councilmember

PLEDGE OF ALLEGIANCE

Councilmember Greene led the audience in the Pledge of Allegiance.

Councilmember Nicolson joined the meeting.

UPCOMING MEETING ANNOUNCEMENTS

Town Clerk Mike Standish announced the upcoming Town meetings.

COUNCIL REPORTS

No Council reports were received.

TOWN MANAGER'S REPORT

Town Manager Mary Jacobs reported the following information:

- Information regarding COVID 19 vaccinations could be found at pima.gov
- Update on Oro Valley podcast
- Status update regarding the Pusch 9 Golf Course discussions
- Status update regarding the former Vistoso Golf Course
- Vacancy on the Stormwater Utility Commission

ORDER OF BUSINESS

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

Mayor Winfield provided the guidelines for participation in the Town Council's Regular and Study Session Zoom meeting.

INFORMATIONAL ITEMS

There were no informational items.

CALL TO AUDIENCE

Oro Valley resident Rosa Dailey spoke regarding the Vistoso Golf Course.

Oro Valley resident Don Parce spoke regarding the condition of the Push 9 Golf Course.

Oro Valley resident Patricia Sturmon spoke regarding the Vistoso Golf Course.

Oro Valley resident Rich Molnar spoke regarding the Vistoso Golf Course.

Oro Valley resident Ray Barth spoke regarding the Vistoso Golf Course.

Oro Valley resident Cindy Wicker spoke regarding the Vistoso Golf Course.

Oro Valley resident Dan Tussle, for Jeannee Yermakoff, spoke regarding the Pusch Ridge Golf Course.

Oro Valley resident Sandy Carter spoke regarding the Pusch Ridge Golf Course.

Oro Valley resident Craig MacKay spoke regarding the Vistoso Golf Course.

Oro Valley resident Paul Sedon spoke regarding the Pusch Ridge Golf Course.

Oro Valley resident Tom Stegman spoke regarding the Vistoso Golf Course.

Oro Valley resident Bill Garner spoke regarding the Vistoso Golf Course.

Oro Valley resident Peter Bell spoke regarding the Pusch Ridge Golf Course.

Oro Valley resident Caryn Hill spoke regarding the Vistoso Golf Course.

Oro Valley resident Teresa Marrow spoke regarding the Vistoso Golf Course.

Oro Valley resident Mark Enzor spoke regarding the Vistoso Golf Course.

Oro Valley resident Richard Beam spoke regarding the Vistoso Golf Course.

Oro Valley resident Bruce Baier spoke regarding the Vistoso Golf Course.

Oro Valley resident Bruce DaCosta spoke regarding the Vistoso Golf Course.

Oro Valley resident Niranjan Vescio spoke regarding the Pusch 9 Golf Course.

Oro Valley resident Art Scarla spoke regarding the Pusch 9 Golf Course.

Oro Valley resident Jennifer Semon spoke regarding the Vistoso Golf Course.

Oro Valley resident Kenneth Brown spoke regarding the Vistoso Golf Course.

Oro Valley resident Patrick Tebo spoke regarding the Vistoso Golf Course.

Oro Valley resident Nancy Olson spoke regarding the Vistoso Golf Course.

Oro Valley resident Terry Hart spoke regarding the Vistoso Golf Course.

Oro Valley resident Charlene Donovan spoke regarding the Vistoso Golf Course.

Dave Brown spoke regarding the Pusch 9 Golf Course.

PRESENTATIONS

1. Recognition of outgoing Board and Commission Members

Mayor Winfield recognized the following outgoing Board and Commission members for their service;

David Perkins - Board of Adjustment
Dan Huff - Historic Preservation Commission
Timothy Bohen - Historic Preservation Commission
Eric Thomae - Historic Preservation Commission
Charles Cachoeira - Parks and Recreation Advisory Board
Neal Herst - Planning and Zoning Commission
Richard Hawkinson - Stormwater Utility Commission
Michael DeSantis - Stormwater Utility Commission
Winston Tustison - Water Utility Commission

2. Presentation and possible discussion on the Town's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020

Christopher Heinfeld of Heinfeld, Meech & Co., P.C. presented item #2 and included the following:

- Financial Statements
- Audit Approach
- Final Notes

CONSENT AGENDA

A. Minutes - January 20, 2021

B. Resolution No. (R)21-05, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund overtime and mileage under the Operation Stonegarden program

C. Resolution No. (R)21-06, authorizing and approving a subgrantee agreement between the Town of Oro Valley and the Arizona Department of Homeland Security to fund equipment under the Operation Stonegarden program

D. Request for release of Stormwater Utility contingency funds for three minor drainage repairs and/or rehabilitation projects

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Tim Bohen to approve Consent Agenda items (A) - (D).

Vote: 7 - 0 Carried

Mayor Winfield recessed the meeting at 7:39 p.m.

Mayor Winfield reconvened the meeting at 7:46 p.m.

Mayor Winfield reviewed collegiality rules as stated in the Town Council Parliamentary Rules and Procedures.

REGULAR AGENDA

1. DISCUSSION AND POSSIBLE ACTION REGARDING THE PROPOSED 1ST AVENUE AND TANGERINE ROAD GENERAL PLAN AMENDMENT AND REZONING FOR 13.44-ACRES, LOCATED SOUTH OF TANGERINE ROAD AND APPROXIMATELY 1/4-MILE EAST OF 1ST AVENUE, PUBLIC COMMENT WILL BE TAKEN

   ITEM A. RESOLUTION NO. (R)21-01, TYPE 1 GENERAL PLAN AMENDMENT TO CHANGE TWO KAI-CAPRI SPECIAL AREA POLICIES TO ALLOW R-6 MULTI-FAMILY RESIDENTIAL DISTRICT ZONING USES ON A VACANT COMMERCIAL PARCEL (2001085)

   ITEM B. ORDINANCE NO. (O)21-01, REZONING TO CHANGE THE ZONING DESIGNATION OF A VACANT PARCEL FROM C-1 COMMERCIAL TO R-6 MULTI-FAMILY RESIDENTIAL (2001306)

   Oro Valley Planning Manager Bayer Vella provided an overview of Regular Agenda item 1 including items #1A and item #1B.

   Paul Oland of Paradigm Land Design along with Applicant James Kai provided an overview of the proposed 1st Avenue and Tangerine Road General Plan Amendment and Rezoning for 13.44-Acres, located South of Tangerine Road and Approximately 1/4 mile East of 1st Avenue and included the following:

   - Market Summary
   - Casitas
   - Previous Downzonings
   - Potential Employment
   - Conclusions
   - General Plan Amendments
   - Letters of Support
   - Support

The following individuals spoke in support of items #1A and #1B:

Oro Valley resident Michael Garcia
Oro Valley resident Bill Rodman
Oro Valley resident Lisa Hopper
Oro Valley resident Don Cox
Oro Valley resident Andy Thomas
Oro Valley resident Sean Smiley
Oro Valley resident Kit Donley
Oro Valley resident JJ. Johnston
Oro Valley resident Dennis Roberts
University of Arizona Dean of College of Veterinary Medicine Julie Funk
Oro Valley resident Jeff Grobstein
Oro Valley resident Laura Muller Raymundo
Lorena from La Hacienda Mexican Restaurant
President and CEO of the Oro Valley Chamber of Commerce and resident of Oro Valley Dave Perry
Oro Valley resident Joe Hornat
Oro Valley resident Darin Hoffmann

The following individuals spoke in opposition of items #1A and #1B.

Oro Valley resident Rosa Dailey
Oro Valley resident Shirl Lamonna
Oro Valley resident Teresa Marrow

The following individual spoke regarding item #1A and #1B.

Oro Valley resident Rich Molnar

Discussion ensued amongst Council, Mr. Oland, Mr. Kai and staff regarding item #1A and #1B.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Joyce Jones-Ivey to adopt Resolution No. (R)21-01, approving the Type 1 General Plan Amendment to change two Kai-Capri Special Area policies to allow rental casitas and no other residential use types on the subject parcel located southeast of the 1st Avenue and Tangerine Road intersection, based on the finding that the request complies with the amendment criteria and the General Plan.

Discussion continued amongst Council, Mr. Oland, Mr. Kai and staff regarding item #1A and #1B.

Motion was withdrawn by Mayor Winfield and Councilmember Jones-Ivey withdrew her second to the motion.

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Joyce Jones-Ivey to adopt Resolution No.(R)21-01 to allow R-6 multi-family residential district zoning uses limited to rental casitas.

Vote: 4 - 3 Failed, required 2/3rd majority vote

OPPOSED: Vice-Mayor Melanie Barrett
Councilmember Tim Bohen
Councilmember Josh Nicolson

Item #1B disregarded due to item #1A failing.

Mayor Winfield requested that Study Session item #1 be moved to a future agenda. There were no objections to this request.

FUTURE AGENDA ITEMS

No future agenda items were requested.

STUDY SESSION AGENDA

1. PRESENTATION AND DISCUSSION REGARDING THE PARKS AND RECREATION MASTER PLAN UPDATE

   This item was moved to a future agenda.

ADJOURNMENT

Motion by Mayor Joseph C. Winfield, **seconded by** Councilmember Tim Bohen to adjourn the meeting at 10:45 p.m.

Vote: 7 - 0 Carried

_____
Michelle Stine, MMC
Deputy Town Clerk

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular and study session of the Town of Oro Valley Council of Oro Valley, Arizona held on the 3rd day of February 2021. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Michael Standish, CMC
Town Clerk

Town Council Regular Session **B.**

Meeting Date: 02/17/2021

Requested by: Chris Cornelison **Submitted By:** Chris Cornelison, Town Manager's Office

Department: Town Manager's Office

SUBJECT:

Resolution No. (R)21-07, approving a Memorandum of Understanding (MOU) for fiscal years 2021/22 and 2022/23 between the Town of Oro Valley and the Public Safety Employee Group

RECOMMENDATION:

Both the Management Negotiating Committee (MNC) and the Public Safety Negotiating Committee (PSNC) recommend adoption of the proposed MOU for fiscal years 2021/22 and 2022/23.

EXECUTIVE SUMMARY:

Presented herein is an MOU between the Town and the Town's Public Safety Employee Group that has been mutually agreed upon and signed by members of both negotiating groups. The MNC and PSNC were able to meet virtually and have mutually agreed upon the attached MOU, which discusses the working conditions, wages and benefits provided by the Town. The process was productive and resulted in the proposed and agreed upon MOU.

Substantive changes from the current MOU include the change from a 1-year term back to a 2-year term, similar to previous MOUs prior to COVID-19. The MOU also includes verbiage based on the Town Manager and Town Council's desires to conduct a salary market assessment, with the potential of adjusting salaries for all employees based on the market, if financially feasible. Step increases have been included in both fiscal years of the MOU, and the Step Pay Plan (Attachment A of MOU document) includes the 3% pay and range adjustment proposed by the Town Manager and approved unanimously by Town Council on January 6, 2021.

BACKGROUND OR DETAILED INFORMATION:

In 2004, the Town Council adopted Ordinance No. (O)04-28, which established a "Meet and Confer" process for public safety employees. This ordinance was modified in November 2005 by Ordinance No. (O)05-44, which refined and clarified some language in the original ordinance. On March 3, 2014, the Town Council approved a modification of the ordinance by removing civilian positions from Town Code Chapter 4, Section 4-1-8 through Ordinance No. (O)14-03.

The MOU and its related attachments were developed by the Public Safety Negotiating Committee (PSNC) and the Management Negotiating Committee (MNC), with both parties being in agreement as to the terms and conditions that are contained herein.

The PSNC's representation is determined by eligible employees within the Police Department and includes police officers with a rank of sergeant and below. The following members of the Police Department negotiated the MOU on behalf of the Public Safety Employee Group:

- Kevin Peterson, Sergeant
- Sarah Leiner, Officer
- Zach Young, Sergeant
- Rick Rendon, Officer

The MNC membership was assigned by the Town Manager and includes the following employees:

- Chris Cornelison, Assistant Town Manager
- Judy Boros, Human Resources Director
- Chris Olson, Police Commander
- David Gephart, Chief Financial Officer

The MNC negotiated with concurrence and guidance from the Town Manager, Police Chief, and Legal Services Director.

Compared to the current MOU (FY 2020/21), the following substantive changes were agreed upon in the proposed MOU for fiscal years 2021/22 and 2022/23:

1. It was agreed that this MOU will revert to a 2-year term instead of a 1-year term, as the 1-year term was decided based upon entering the COVID-19 Pandemic.
2. Step increases are included in the MOU as part of sections 1.18 and 1.19, consistent with past MOUs prior to COVID-19.
3. The Step Pay Plan was updated per Town Council's January 6, 2021, approval to provide a 3% adjustment to salaries and ranges for all Town employees, including officers.
4. The MOU, Section 1.20, includes verbiage based on the Town Manager and Town Council's desire to conduct a salary market assessment, with the potential of adjusting salaries for all employees based on the market, if financially feasible.

FISCAL IMPACT:

The fiscal impact of step increases for FY 2021/22 is $135,348 and FY 2022/23 is $122,960. Step and merit increases would need to be adopted through the budget.

SUGGESTED MOTION:

I MOVE to APPROVE Resolution No. (R)21-07, adopting a Memorandum of Understanding between the Town of Oro Valley and the Public Safety Employee Group for fiscal years 2021/22 and 2022/23.

Attachments

(R)21-07 MOU Public Safety

MOU 2-Year Agreement

RESOLUTION NO. (R)21-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN PUBLIC SAFETY EMPLOYEES AND THE TOWN OF ORO VALLEY PURSUANT TO CHAPTER 4, SECTION 4-1-8 OF THE TOWN CODE, PUBLIC SAFETY EMPLOYEE RELATIONS AND PROCESSES FOR FISCAL YEARS 2021/22 & 2022/23; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, the Town of Oro Valley is committed to the development and continuation of harmonious and cooperative relationships with all of its employees; and

WHEREAS, the Town recognizes the right of public safety employees to join employee associations which comply with the laws of Arizona and to present proposals and testimony to the Town Council, and not to be discharged, disciplined or discriminated against because of the exercise of those rights; and

WHEREAS, the continued smooth operation of the Police Department is of great benefit to the residents of Oro Valley and the general public; and

WHEREAS, in 2004 the Town Council adopted Ordinance No. (O) 04-28 which enacted Town Code Chapter 4, Section 4-1-8, Public Safety Employee Relations and Processes, establishing a meet and confer process for public safety employees and the Town, and on March 3, 2014, the Town Council approved the removal of civilian positions from Town Code Chapter 4, Section 4-1-8 through Ordinance No. (O) 14-03; and

WHEREAS, the Memorandum of Understanding, attached hereto as Exhibit "A" and incorporated herein by this reference, was negotiated between the Public Safety Negotiation Committee and the Town's Management Negotiation Committee in accordance with Chapter 4, Section 4-1-8, Public Safety Employee Relations and Processes.

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

SECTION 1. the Memorandum of Understanding attached hereto as Exhibit "A", between the Town of Oro Valley and Public Safety Employees is hereby approved.

SECTION 2. the Agreement, attached as Exhibit "A", shall be effective for the period of July 1, 2021 through June 30, 2023.

SECTION 3. The Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. All Oro Valley Resolutions, or Motions and parts of Resolutions or Motions of the Council in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona this 17th day of February, 2021.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY EMPLOYEES
AND THE
TOWN OF ORO VALLEY

FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2023

Preamble

This Memorandum of Understanding exists between the Town of Oro Valley and the Public Safety Employee Group as provided for in Town of Oro Valley Ordinance (O) 05-44. We recognize the primary interest of all parties is to provide excellent service through partnerships that build trust, prevent crime and promote a safe environment to enhance the quality of life within our community. This Memorandum addresses the fact that the Town strives to provide for working conditions, wages and benefits in a consistent manner, as outlined in the Town of Oro Valley Personnel Policies and Procedures, while recognizing that there are additional considerations related to specific job positions. This Memorandum of Understanding will address those considerations and/or clarifications as they pertain to job positions of the Public Safety Employee Group.

Article I. Compensation

Section 1.01 Police officers and police officers assigned as lead officers, detectives, and sergeants are compensated pursuant to a Step Pay Plan (Attachment A) as approved by the Town Council for each fiscal year.

Section 1.02 These members, whose annual performance appraisals are approved by the Chief of Police, and whose performance appraisals indicate acceptable performance by at least meeting requirements/expectations in accordance with the current appraisal system ratings in effect at the time will be compensated at the next higher step plan rate for the position if approved by the Town Council each fiscal year.

Section 1.03 Detectives will receive annual performance appraisals and compensation step increase consideration based on the anniversary date of their assignment as sworn police officers.

Section 1.04 Members will receive additional on-call pay at a rate of $1.25 per hour in accordance with Town of Oro Valley Personnel Policies and Procedures, Policy 28-On-Call and emergency Call–Out Pay.

Section 1.05 Members will receive shift differential pay at a rate of $1.50 per hour for regular scheduled hours worked between the hours of 1800 and 0600 hours. Members assigned to the midnight shift will receive the differential pay until 0630 hours. It is the member's responsibility to indicate hours subject to shift differential on payroll time

sheets when the time sheets are submitted.

Section 1.06 Members will be compensated with overtime pay at a rate 1.5 times their regular hourly rate or accrue compensatory time pursuant to Town of Oro Valley Personnel Policies and Procedures, Policy 14-overtime.

Section 1.07 Paid leave time, except for sick leave, may be considered part of a member's normal work period for the calculation of overtime compensation as long as the paid leave time is not the same shift day as that for which overtime compensation is requested.

Section 1.08 However, if the member was called out during hours other than the member's regular hours of work on a day where paid leave time was used for normal work hours they may receive overtime compensation for the time worked related to the call out.

Section 1.09 Members who are called into work during hours other than the member's regular hours and/or days of work shall be compensated by two hours of overtime or the actual time spent working whichever is greater.

Section 1.10 If the member is called into work within 60 minutes of the completion of the member's normal work period, the member shall be compensated for overtime from the end of his or her normal work period until the member completes the assignment, is no longer required, or goes off-duty.

Section 1.11 If a member's normal work period begins within the two hour period of being called into duty, the overtime shall be compensated from the call in time to the beginning of the normal work period.

Section 1.12 Members who are required to attend any pretrial hearing, Motor Vehicle Division hearing, civil or criminal trial to carry out the member's departmental duty during hours other than the member's regular hours and/or days of work shall be compensated by three hours of overtime or the actual time spent in attendance, whichever is greater.

Section 1.13 If the attendance is required within 60 minutes of the member's normal work period, the member shall be compensated for overtime from the end of his or her normal work period to the end of the required appearance.

Section 1.14 If a member's normal work period begins within the three hour period of a required appearance, the overtime shall be compensated from the appearance time to the beginning of the normal work period.

Section 1.15 Members who are required to attend additional hearings or trials in one day shall not receive a second minimum 3-hour period of overtime compensation unless the additional appearance is required more than 60 minutes from the end of the three hour period or release from previous required appearance, whichever is later.

Section 1.16 For attorney interviews, all interviews conducted via telephone during

hours other than the member's regular hours and/or days of work shall be compensated by a minimum one hour of overtime, regardless of location of the telephone call. In person attorney interviews conducted during hours other than the member's regular hours and/or days of work shall be compensated by a minimum two hours of overtime, regardless of location of the interview.

Section 1.17 Members in certified peace officer positions will be compensated for a 30 minute meal period as part of their regular work period as long as these members remain available to immediately respond to provide service when necessary during the meal period.

Section 1.18 For the Fiscal Year 2021/2022, officers who receive a "Successful" or "Outstanding" on their 2021/2022 employee performance evaluation will receive one step increase on their anniversary date.

Section 1.19 For the Fiscal Year 2022/2023, officers who receive a "Successful" or "Outstanding" on their 2022/2023 employee performance evaluation will receive one step increase on their anniversary date.

Section 1.20 The Town, whether by the Human Resources Department or a contracted 3rd party, will conduct a salary market assessment (may also include total compensation) to conclude by the end of this 2-year MOU agreement. If the Town determines salaries are concerningly below market, especially within the Pima County region, the Town will allot up to a 3% salary market adjustment to all town staff if financially possible.

Article II. Work schedules

Section 2.01 Members' work week will remain flexible and assigned by Department management to best meet the needs of the Town.

Section 2.02 Work schedules for uniformed patrol assignments will be four consecutive days of ten hours with a regularly scheduled minimum of eight hours rest period between shifts.

Section 2.03 Adjustments to the regular work schedule may be made by supervisors to address court appearances, training requirements, deployment shortages, regular shift change conflicts, and other special needs of the member or department.

Section 2.04 The basic four consecutive days of ten hours scheduling for uniformed patrol assignments will only be changed through direction of the Chief of Police based on critical need to provide service.

Article III. Retirement Benefits

Section 3.01 Members eligible for the Public Safety Personnel Retirement system (P.S.P.R.S. 20 year retirement plan for certified peace officers) or the Arizona State Retirement System shall contribute a percentage of their salary and the Town shall

contribute an additional percentage of the member's salary as outlined in the Arizona Revised Statutes. Percentages may fluctuate annually depending on actions of the State of Arizona.

Section 3.02 Members who elect to "drop" in the Public Safety Personnel Retirement system receive an additional percentage contribution of the member's salary from the Town commensurate with the current rate of employer contribution for Arizona State Retirement System members (which percentages may fluctuate annually depending on actions of the State of Arizona) into a "457" deferred compensation plan for the member.

Section 3.03 Additional Retirement Benefit/Duty Weapon Purchase Request. A member who retires from a certified Peace Officer position with 10 or more years of service with the Oro Valley Police Department with the P.S.P.R.S. or equivalent secondary retirement benefits, is eligible to make a request by memorandum to the Chief of Police for purchase of a specific issued duty weapon for $1.00 as authorized under Arizona Revised Statute 38-1115.

Section 3.04 If such request is approved by the Chief of Police, the member shall present the memorandum endorsed by the Chief to property section personnel, along with the $1.00 payment receipt, to obtain the weapon.

Section 3.05 Property section personnel will complete a property sheet and obtain the signature of the retiring officer receiving the weapon.

Article IV. Uniforms and Equipment

Section 4.01 Members in certified peace officer positions will receive $1,200 annually in quarterly payments of $300 after the first year of service. New officers receive a $1,200 lump sum payment upon hire to purchase and maintain uniforms, clothing and equipment sufficient to comply with OVPD Policy 1024.

Section 4.02 Members in certified peace officer positions will receive a stipend toward the purchase of a ballistic vest of their choice every five years. The vest must meet or exceed National Institute of Justice Standards 0101.03 and 0101.04, "*Ballistic Resistance of Personal Body Armor*".

Section 4.03 Members in certified peace officer positions will be issued a duty weapon, duty belt, chemical defense agent, baton, pocket recorder and duty belt accessories to carry equipment normally carried on the duty belt. Other specialty equipment may be issued to members as approved by the Chief of Police.

Section 4.04 If a newly hired certified peace officer terminates employment with the Town of Oro Valley for any reason within the first 12 months after their date of hire, a pro-rated portion (calculated as a percentage of days employed out of a total 365 calendar year days) of the original $1,200 uniform allowance advance will be owed to the Town and shall be deducted from the employee's final paycheck.

Section 4.05 A member who receives uniform allowance and must spend over the

$1,200 uniform allowance, in any year of service to maintain compliance with OVPD Policies, for the repair or replacement of uniforms, clothing, and equipment items damaged, lost or stolen in the performance of assigned duty without fault or negligence of the member shall be reimbursed by the Town for those costs over $1,200 when documentation of the loss and additional costs are provided and the Chief of Police approves the reimbursement.

Article V. Notice of Proposed Additions or Changes to Personnel Policies and Procedures

Section 5.01 It is understood that policy and procedures are operational matters reserved to management discretion.

Section 5.02 At any time the Town may propose to the Town Council changes or additions to the Town of Oro Valley Personnel Policies and Procedures that could potentially affect wages, benefits, hours, safety regulations and/or other working conditions of the public safety employee group, which have not been issues subject to the meet and confer process related to the current Memorandum of Understanding.

Section 5.03 Should the Town propose such additions or changes the Town will notify the most recent members of the Public Safety Negotiation Committee (PSNC) of any proposed additions or changes to these policies and procedures to allow the opportunity for the PSNC to provide input to management or the Council on the proposed changes or additions.

Section 5.04 Notification to the PSNC will be no later than the date listed for "council Packets Distributed by the Clerk's Office" (generally approximately 7 days prior to the Council meeting).

Members designated by the Public Safety Negotiations Committee will be added to the email distribution list that transmits the Town Council Agenda Management Report from the Town Clerk's Department.

Off Duty Employment Coordination and Indemnification

Section 5.05 The Town agrees to coordinate all off duty employment opportunities for members, and further agrees to completely indemnify members who are engaged in such off duty employment.

Section 5.06 The off duty employers shall provide proof of liability insurance as required by the Chief of Police to the Town.

Section 5.07 The Town shall post all off duty opportunities within the Police Department, and/or notify all members of such off duty employment opportunities via text or email.

Article VI. Sick Leave Payout for Spouses and Dependents of Officers Who Die While Performing Police Duties

Section 6.01 The Town agrees to pay 100% of the officer's sick leave hours that have accrued to the surviving spouse and all dependents of an officer who dies as a direct

result of performing police duties.

Section 6.02 This sick leave payout is independent of any other life insurance payouts or other benefits paid out to the officer's beneficiaries by the Town.

Article VII. Oro Valley Police Department Member Benefits

Section 7.01 In addition to the Member benefits described herein, there is a current list of Member benefits and/or working conditions provided through the Town of Oro Valley (Attachment B).

Article VIII. Mid-contract Negotiations

Section 8.01 Either Party can initiate negotiations by notifying the other Party in writing.

Signed and dated:

Public Safety Negotiation Committee:

Kevin Peterson, Sergeant

Sarah Leiner, Officer

Zach Young, Sergeant

Rick Rendon, Officer

Management Negotiation Committee:

Chris Cornelison, Asst. Town Manager

Judy Boros, Human Resources Director

Chris Olson, Commander

David Gephart, Chief Financial Officer

TOWN OF ORO VALLEY

Attachment A

2020-2021 POLICE STEP PAY PLAN (Effective 1/31/2021)

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Master Step 1	Master Step 2	Master Step 3	Master Step 4	Master Step 5	Master Step 6	Master Step 7
Police Officer	Annual	$ 50,559	$ 53,087	$ 55,741	$ 58,528	$ 61,455	$ 64,528	$ 67,754	$ 68,770	$ 69,802	$ 70,849	$ 71,912	$ 72,990	$ 74,085	$ 75,196
	Hourly	$24.3072	$25.5226	$26.7987	$28.1387	$29.5456	$31.0229	$32.5740	$33.0626	$33.5585	$34.0619	$34.5729	$35.0914	$35.6178	$36.1521
	% increase		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Lead Officer	Annual	$ 53,086	$ 55,740	$ 58,528	$ 61,454	$ 64,527	$ 67,753	$ 71,141	$ 72,208	$ 73,291	$ 74,390	$ 75,506	$ 76,639	$ 77,788	$ 78,955
	Hourly	$25.5222	$26.7983	$28.1383	$29.5451	$31.0224	$32.5735	$34.2022	$34.7152	$35.2360	$35.7645	$36.3010	$36.8455	$37.3982	$37.9591
	% Increase		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Detective/	Annual	$ 55,740	$ 58,528	$ 61,454	$ 64,527	$ 67,753	$ 71,141	$ 74,698	$ 75,818	$ 76,955	$ 78,110	$ 79,281	$ 80,470	$ 81,677	$ 82,903
Traffic Investigator	Hourly	$26.7983	$28.1383	$29.5451	$31.0224	$32.5735	$34.2022	$35.9123	$36.4510	$36.9978	$37.5528	$38.1160	$38.6877	$39.2680	$39.8571
	% Increase		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Sergeant	Annual	$ 76,025	$ 77,926	$ 79,874	$ 81,871	$ 83,918			$ 85,176	$ 86,454	$ 87,751	$ 89,067	$ 90,403		
	Hourly	$36.5507	$37.4643	$38.4010	$39.3610	$40.3451			$40.9502	$41.5645	$42.1880	$42.8208	$43.4631		
	% Increase		2.50%	2.50%	2.50%	2.50%			1.50%	1.50%	1.50%	1.50%	1.50%		

Attachment B

List of Public Safety Employee Group member benefits and/or working conditions in addition to those described in the proposed Memorandum of Understanding which will be effective July 1, 2021 through June 30, 2023.

1. Compressed and/or flexible work week, where practical, for many assignments.
2. Assigned take home vehicles at the discretion of the Police Chief.
3. Paid Holidays [currently 13 per year – 12 @ double time if worked/ 1 (one) birthday off], and any additional holidays that may be approved by the Town Council.
4. Leave benefits as outlined in Town policy.
5. Eighty-five percent of the members' medical insurance premium paid by the Town based on the annual Know Your Numbers program participation.
6. No less than seventy-five percent (75%) of the additional monthly premium cost for members' dependent medical insurance premium to be paid by Town.
7. One hundred percent of the members' dental insurance premium paid by the Town.
8. No less than seventy-five percent (75%) of the additional monthly premium cost for members' dependent dental insurance premium to be paid by Town.
9. Retired members have the option of continuing medical insurance coverage at a rate made available to them through participation of the Town until January 1, 2025. This includes members retired due to early, regular or disability who are not eligible for Medicare.
10. One hundred percent of Life Insurance premium paid by the Town for a policy that pays out one year of the member's salary.
11. Supplemental Life Insurance available for member where member may purchase additional Life Insurance up to five times the member's annual salary at a rate made available to them through participation of the Town in rate negotiations.
12. Supplemental Life Insurance available for spouse and children at a rate made available to them through participation of the Town in rate negotiations.
13. One hundred percent of the member's long-term disability insurance premium is paid by Town for non-A.S.R.S. participant members.
14. One hundred percent of the members' mid-term (bridge) disability insurance premium paid by the Town.
15. One hundred percent of the members' workers compensation insurance premium is paid by the Town.
16. Extensive employee assistance program (EAP) is paid by the Town.
17. Tuition Reimbursement for members at a rate of 100% reimbursement from the Town for tuition for job-related college credit courses, up to a maximum of $3,000 per member per fiscal year.
18. Town sponsored "Section 125 plan" (Pre-Tax contributions for medical/dental/supplemental life insurance premiums).
19. Town sponsored "Section 125 Plan" (Pre-Tax contribution for Dependent Care Reimbursement Accounts up to five thousand dollars per year).

20. Town sponsored 457 Deferred Compensation Plans (Pre-Tax contributions).
21. Town sponsored supplemental insurance products.
22. Supplemental Vision Care Benefits.
23. Supplemental Commuter insurance paid by Town through AMRRP.
24. Town administered payroll deduction for OVPOA/FOP/100 Club.
25. Members assigned to certain assignments within the department may receive special assignment pay at the direction of the Chief of Police.

Additional detailed information related to the above-mentioned benefits is available from the Town of Oro Valley Human Resources Department.

Town Council Regular Session **C.**

Meeting Date: 02/17/2021

Submitted By: Mike Standish, Town Clerk's Office

Department: Town Clerk's Office

SUBJECT:

Resolution No. (R)21-08, approving the Agenda Committee assignment for the period of March 1, 2021, to May 31, 2021

RECOMMENDATION:

Staff recommends approval.

EXECUTIVE SUMMARY:

Per the Town Council Parliamentary Rules and Procedures & Code of Conduct, the Town Council shall set and approve the Agenda Committee meeting assignments. Attached is the proposed Agenda Committee meeting assignment of Vice Mayor Barrett for the period of March 1, 2021, to May 31, 2021.

BACKGROUND OR DETAILED INFORMATION:

N/A

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I MOVE to (APPROVE or DENY) Resolution No. (R)21-08, approving the Agenda Committee assignment for the period of March 1, 2021, to May 31, 2021.

Attachments

(R)21-08 Agenda Committee Assignment

RESOLUTION NO. (R)21-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, ASSIGNING VICE MAYOR BARRETT TO THE AGENDA COMMITTEE FOR THE PERIOD OF MARCH 1, 2021 THROUGH MAY 31, 2021; AND DIRECTING THE TOWN MANAGER, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION

WHEREAS, on September 19, 2001, the Mayor and Council adopted the Town Council Parliamentary Rules and Procedures and Code of Conduct; and

WHEREAS, pursuant to section 5.2 (A) *Town Council Parliamentary Rules and Procedures & Code of Conduct*, the Town Council shall set and approve the agenda committee meeting assignments; and

WHEREAS, Town Council wishes to assign Vice Mayor Barrett to the agenda committee for the period of March 1, 2021 through May 31, 2021.

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

SECTION 1. That Vice Mayor Barrett is hereby assigned to the Agenda Committee for the period of March 1, 2021 through May 31, 2021.

SECTION 2. That the Town Manager, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents to take all steps necessary to carry out the purposes and intent of this resolution.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 17th day of February 2021.

TOWN OF ORO VALLEY

_____
Joseph C. Winfield, Mayor

ATTEST:

_____
Michael Standish, Town Clerk

Date: _____

APPROVED AS TO FORM:

_____
Tobin Sidles, Legal Services Director

Date: _____

Town Council Regular Session **1.**

Meeting Date: 02/17/2021

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

Department: Town Manager's Office

SUBJECT:

PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING THE PUSCH 9 GOLF COURSE

RECOMMENDATION:

N/A

EXECUTIVE SUMMARY:

In February 2020, the Town Council voted to enter into a Memorandum of Understanding (MOU) with HSL El Conquistador Golf, LLC, HSL El Conquistador, LLC and HSL Financial Management, LLC (cumulatively referred to as HSL) to exercise their option under the original April 2015 Purchase and Sales Agreement to lease the Pusch golf course effective October 1, 2020. The MOU further declared the Town's intention to discontinue operations of the nine-hole course.

Due to the significant impact of the pandemic on the El Conquistador Resort, HSL notified the Town in late summer that it would be unable to take on the financial responsibility of the golf course. On November 18, 2020, the Town Council voted to "request the Town Manager and the Town Attorney to initiate discussions with HSL and the HOAs that surround the Pusch Ridge Golf Course in an effort to negotiate an acceptable plan for the maintenance and use of that course subject to Council approval."

HSL Representative Omar Mireles and five members of the three surrounding HOA's participated in multiple discussions regarding potential solutions and options. The HOA representatives stated their willingness to financially contribute toward the continued operation of the golf course. Staff has reviewed and analyzed the two most feasible options for the Pusch course: continue golf on the property, or permanently convert it back to natural, desert open space for passive recreation use. Those options are outlined in more detail in the attached memorandum, including five-year projected proformas for each.

BACKGROUND OR DETAILED INFORMATION:

See attached memorandum for detailed analysis.

FISCAL IMPACT:

See attached memorandum for detailed financial analysis.

SUGGESTED MOTION:

I MOVE that the Town Council direct staff to proceed with the _____ option for the Pusch 9 golf course property.

Attachments

Town Manager's Pusch Course Options Memorandum

Presentation

DATE: February 8, 2021

MEMO TO: Mayor Winfield and Members of the Town Council

FROM: Mary Jacobs, Town Manager

SUBJECT: Pusch 9 Golf Course Options

BACKGROUND

In February 2020, the Town Council voted to enter into a Memorandum of Understanding (MOU) with HSL El Conquistador Golf, LLC, HSL El Conquistador, LLC and HSL Financial Management, LLC (cumulatively referred to as HSL) to exercise their option under the original April 2015 Purchase and Sales Agreement to lease the Pusch golf course effective October 1, 2020. The MOU further declared the Town's intention to discontinue operations of the nine-hole course. Based on this agreement, the Town did not budget or plan to operate the Pusch course for the 2020/21 golf season.

Due to the significant impact of the pandemic on the El Conquistador Resort, HSL notified the Town in late summer that it would be unable to take on the financial responsibility of the golf course, and after some discussion, requested an extension of the MOU until January 31, 2021 in order to explore other options with the adjacent HOAs that could potentially still enable the lease to be consummated. Subsequently, on November 18, 2020, the Town Council voted to "request the Town Manager and the Town Attorney to initiate discussions with HSL and the HOAs that surround the Pusch Ridge Golf Course in an effort to negotiate an acceptable plan for the maintenance and use of that course subject to Council approval."

HSL Representative Omar Mireles and five members of the three surrounding HOA's participated in multiple discussions regarding potential solutions and options. The HOA representatives stated their willingness to financially contribute toward the continued operation of the golf course, which is included in the financial proforma for this option later in this memorandum. They further stated their unwillingness to partner with HSL on any option, or to financially contribute to an alternative option to golf.

In January, Mr. Mireles verbally informed the Town and HOA representatives of his determination that HSL would not exercise their lease option under the MOU. He followed up with a written notification to the Town on January 30, 2021.

COMPARISON OF TWO MOST VIABLE OPTIONS

After a thorough analysis, the two most feasible options for the Pusch course are to continue golf on the property, or to permanently convert it back to natural open space for passive recreation use. The Purchase and Sales Agreement limits the Town's consideration of other uses beyond golf, open space and recreation without amending the agreement. Town staff and representatives of Indigo Golf Partners have prepared financial proformas for both viable options, which are detailed below. Staff also engaged the assistance of contractor Kimley Horn to assess the property and develop likely investment and ongoing maintenance costs for the open space/recreation option, which have been incorporated in that proforma.

OPTION A: Town continues to operate golf on the 9-hole Pusch course

A challenging yet scenic golf course with dramatic elevation changes, Indigo Golf has assessed the condition of the existing infrastructure, opportunities and limitations, reviewed the costs and revenue opportunities, and worked with Town staff to develop a realistic proforma to operate the Pusch course during the peak season beginning next fall. The proforma is based on the following assumptions:

- The course would be open from approximately November 1 through May 1 seven days a week except holidays (increased from six days) from 9:00 a.m. to 4:00 p.m.
- Year 1 assumes an investment of $80,000 in capital to repair the cart path, replace deteriorated pumps and perform some minor irrigation repairs. Without the investment, it is anticipated that operating costs would increase approximately $37,000 per year until the irrigation system is replaced. Year 3 also includes resurfacing of the cart path.
- Revenues are based on $25 greens fee per round and group outings at $20 per round with revenues projected to increase 2% in year two and 3% thereafter reflecting utilization and opportunities to modify the pricing structure.
- Revenues are based on 35 rounds per day average, about 50% more play from prior years, with 2% increases per year. More substantive increased capacity was not projected as the cart storage/charging area would need to be expanded. The building can only accommodate 20 carts, including charging stations. Very preliminary estimates for such a capital project are $350,000 - $400,000 but staff would need to get an architect and contractor to firm up estimates. This investment has not been included in the proforma.
- The HOA's offer to pay $34,050 per year for at least five years is included in the proforma. No potential revenue from HSL is included as they were unable to firmly commit at this time due to an unknown economic recovery period for the hotel.
- Golf check-in would need to continue to be conducted from the small counter space shared with tennis check-in until such time as the downstairs pro shop is updated and made ADA accessible (interior, bathrooms, etc.), limiting the ability to grow in additional rounds as well as food/beverage and merchandise revenue. This set-up is also challenging for the tennis operator. Those estimated $500,000 in facility improvements are programmed into year 5 of the proforma to match revenue availability within the Community Center Fund.
- Assumes no additional changes in minimum wage.

The Pusch Ridge golf course is the only golf course on Town-supplied potable water. In the preparation of this proforma, the Water Utility identified an anomaly related to the rate charged to the Pusch course for its water. Director Peter Abraham discovered during his analysis of water use and projected revenues that for an unknown reason, the Pusch course water account never transitioned to the tiered conservation pricing structure adopted by the Town Council in 1999/2000 and later updated in 2007/08. For the past 20 years, the course has continually been charged a fixed Tier 1 rate rather than the established commodity rate structure. There is no documentation in the file regarding this matter, and no current staff were employed by the Water Utility during that time to further explain this discrepancy. The Council has the option of including a new Tier (Turf) in the upcoming rate structure discussion and formally set the potable turf commodity rate at the Tier 1 rate. If the correct rate structure is alternately applied, it is estimated that the cost for water on the 9-hole course would increase by approximately $70,000 per year. The proforma does not reflect that additional cost.

PUSCH GOLF 5-YEAR SUMMARY PROFORMA

	Year 1 **FY 21/22 Forecasted**	***Year 2*** **FY 22/23 Forecasted**	***Year 3*** **FY 23/24 Forecasted**	***Year 4*** **FY 24/25 Forecasted**	***Year 5*** **FY 25/26 Forecasted**
Revenues:					
Greens & Cart Fees	164,475	169,409	172,797	176,253	179,778
Pro Shop Sales	3,600	3,672	3,745	3,820	3,897
Other Golf Revenues	5,275	5,381	5,488	5,598	5,710
HOA Contribution	34,050	34,050	34,050	34,050	34,050
Subtotal	$207,400	$212,512	$216,081	$219,722	$223,435
Expenditures:					
Personnel & Labor	86,913	87,800	88,697	89,604	90,521
Golf Course Maintenance	196,426	198,390	200,374	202,378	204,402
Other Golf Expenditures	41,424	41,544	41,787	42,033	42,282
Facility Improvements	95,000	-	75,000	1,200,000	652,460
Subtotal	$419,763	$327,734	$405,858	$1,534,015	$989,664
Net Pusch Impact:	($212,363)	($115,223)	($189,777)	($1,314,293)	($766,229)
Cumulative Impact:	($212,363)	($327,586)	($517,363)	($1,831,656)	($2,597,885)
Est. General Fund Tax Collections from Pusch Golf Operations	*$9,254*	*$9,413*	*$9,542*	*$9,673*	*$9,806*

The following is a list of the major pros and cons for this option. This list is not exhaustive.

PROS

- The Town would continue to operate 45 holes of golf, with a 9-hole course available in its offerings for those seeking a shorter play option. With few 9-hole courses in the region, this could provide an opportunity to capitalize on the growing number of golfers in the region/nation due to the impacts of the pandemic.
- The course provides an attractive backdrop to the El Conquistador Resort as well as the adjacent residences and helps to protect property values.
- This option would provide an immediately adjacent golf course to the El Conquistador Resort with which to attract leisure hotel guests and groups and could be used to help market the resort.
- The HOAs have committed to financially participate in the operating costs of the course for at least five years and have further expressed support in encouraging their residents to become members or otherwise regularly use the amenity.
- The HOAs have also committed to facilitating among their individual homeowners additional contributions toward investments/modifications to reduce turf and improve water usage, such as installing more water efficient native plants in a campaign to "adopt and fund" such improvements.

CONS

- Pusch is the only course on Town-supplied potable water, using an average of 38M-45M gallons annually. Reclaimed water infrastructure cannot be affordably installed to mitigate use in the future.
- The Pusch course irrigation system is nearing the end of its useful life and will need to be replaced in the foreseeable future, estimated at $1.2M. This cost is included in Year 4 of the proforma.
- With limited space for check-in until the former downstairs pro shop is refurbished (preliminary cost estimate of approximately $500,000), and with space to store and charge only 20 carts daily, capacity is limited to meaningfully expand the number of rounds played without a significant additional capital investment (preliminary cost estimate of approximately $350,000 - $400,000).
- If future HOA boards determine their continued contribution to the operation of the course is not financially feasible or desirable, it could result in the review of the same options for the property, potentially after investing in the irrigation infrastructure.
- Similarly, the resort/HSL is unable to make a firm financial commitment toward supporting golf operations at this time. (Mr. Mireles expressed a willingness to consider up to $40,000 per year once the resort is financially able to support the contribution.)
- The proforma projects approximately 6700 – 7200 rounds played on the course annually. The Town could be criticized for making the needed capital investments in this amenity versus the Community Center, which receives over 8,000 users per month (pre-COVID), on average.
- The ongoing subsidy and needed capital investments for the Pusch course would impact the resources available for capital investments in the Community Center based on the Town Council's current pay-as-you-go policy.

OPTION B: Convert the 9-hole course to natural open space/passive recreation as a community amenity

The 9-hole course is located within a scenic area at the base of Pusch Ridge. The report from Kimley Horn identified a range of investment options to convert the property to natural open space/passive recreation, which are summarized in the table on the following page. The final report will be sent to Town Council as a follow-up. The financial summary/pro forma is based on the following major assumptions:

- The Kimley Horn analysis is not intended to serve as a final design or firm cost estimate, but rather provide a framework with which to evaluate this option and potentially budget for improvements.
- A final plan would be developed by a qualified landscape architect (following a competitive solicitation), incorporating input/engagement of area residents and representatives of the resort/HSL to design an acceptable plan.
- Three (3) different levels of improvements/restoration are provided and can be adjusted to varying degrees of in between.
- Fairways and greens would be repurposed with appropriate natural, low maintenance and sustainable landscaping that would support an attractive, walkable/bikeable space.
- Cost estimates are based on the native seed mix being applied during a normal rain season rather than irrigated to minimize invasive species such as buffelgrass, which would increase maintenance costs in the future and potentially impact other areas.
- Much of the existing 8’ asphalt pathway is cracking, uneven or in need of replacement. It is estimated that approximately 70% of the pathways should be replaced if the site is to be used by the public in the future.
- Parking is currently limited, so would likely need to be expanded if the trail system became a community amenity.

CONVERT GOLF COURSE TO NATURAL OPEN SPACE 5-YEAR SUMMARY

Revenues and Operating Expenses based on Level 2. Other levels would be slightly less or more.

	Year 1 **FY 21/22 Forecasted**	***Year 2*** **FY 22/23 Forecasted**	***Year 3*** **FY 23/24 Forecasted**	***Year 4*** **FY 24/25 Forecasted**	***Year 5*** **FY 25/26 Forecasted**
Revenues:	-	-	-	-	-
Expenditures:					
Maintenance*	-	70,000	35,000	30,000	30,000
Utilities		1,550	1,600	1,650	1,700
Operating Capital	-	7,500	6,000	5,000	5,000
Capital Investment					
Level 1	*1,355,505*				
Level 2	*1,760,075*				
Level 3	*2,675,245*				
Total Net Impact Level 1:	($1,355,505)	($79,050)	($42,600)	($36,650)	($36,700)
Total Net Impact Level 2:	($1,760,075)	($79,050)	($42,600)	($36,650)	($36,700)
Total Net Impact Level 3:	($2,675,245)	($79,050)	($42,600)	($36,650)	($36,700)
Cumulative Impact Level 1:	($1,355,505)	($1,434,555)	($1,477,155)	($1,513,805)	($1,550,505)
Cumulative Impact Level 2:	($1,760,075)	($1,839,125)	($1,881,725)	($1,918,375)	($1,955,075)
Cumulative Impact Level 3:	($2,675,245)	($2,754,295)	($2,796,895)	($2,833,545)	($2,870,245)

*Maintenance costs include landscape trimming, invasive species removal, raking, etc. Contractor is assumed to have control of site, including maintenance in Year 1. Year 2 cost includes limited truck watering of seeded area, if needed.

Kimley Horn Conceptual Opinion of Probably Cost for Conversion of Golf Course to Natural Open Space and Passive Recreation.

(Note: 15% Contingency not included in this table but reflected in proforma on previous page.)

LEVEL 1					
AMENITY	QUANTITY	UNIT	UNIT COST	TOTAL	
Restored Natural Desert Landscape (Seed Mix/Removal of Invasives)	29	AC	$10,000.00	$290,000.00	
Sawcut/Replace/Relocate Portions of Paved Paths (8')	48,000	SF	$6.00	$288,000.00	
Focus Area Landscape (15 Gallon Trees/Irrigated)	6	EA	$6,000.00	$36,000.00	
Irrigation System - Existing Maintenance Only	1	LS	$25,000.00	$25,000.00	
New Soft Path	2,850	SF	$2.00	$5,700.00	
Reclamation of Pond Area (Borrow Material)	14,000	CY	$21.00	$294,000.00	
Excavation and Removal of Existing Pond Liner	5,000	CY	$8.00	$40,000.00	
Demolition of Existing Pathway/Non-native Trees/Golf Features	1	LS	$200,000.00	$200,000.00	**$1,178,700.00**

LEVEL 2					
AMENITY	QUANTITY	UNIT	UNIT COST	TOTAL	
Restored Natural Desert Landscape (Seed Mix/Removal of Invasives)	29	AC	$10,000.00	$290,000.00	
Repair/Replace/Relocate Paved Paths (8')	70,700	SF	$4.00	$282,800.00	
Focus Area Landscape (24" Box Trees/Irrigated)	6	EA	$10,500.00	$63,000.00	
Native Tree Plantings Along Trails (15 Gallon)	200	EA	$150.00	$30,000.00	
Irrigation System - Upgrade/Replace	1	LS	$75,000.00	$75,000.00	
Benches	10	EA	$2,500.00	$25,000.00	
New Soft Path	2,850	SF	$2.00	$5,700.00	
Asphalt Parking Lot	35	Per Space	$3,000.00	$105,000.00	
Reclamation of Pond Area (Borrow Material)	14,000	CY	$21.00	$294,000.00	
Excavation and Removal of Existing Pond Liner	5,000	CY	$8.00	$40,000.00	
Drinking Fountain	2	EA	$10,000.00	$20,000.00	
Demolition of Existing Pathway/Non-native Trees/Golf Features	1	LS	$300,000.00	$300,000.00	**$1,530,500.00**

LEVEL 3					
AMENITY	QUANTITY	UNIT	UNIT COST	TOTAL	
Restored Natural Desert Landscape (Seed Mix/Removal of Invasives)	29	AC	$10,000.00	$290,000.00	
Repair/Replace/Relocate Paved Paths (8')	70,700	SF	$4.00	$282,800.00	
Focus Area Landscape (24" Box/36" Box Trees/Irrigated)	6	EA	$15,000.00	$90,000.00	
Native Tree Plantings Along Trails (15 Gallon)	400	EA	$150.00	$60,000.00	
Lakeside Plantings (Irrigated)	1	LS	$80,000.00	$80,000.00	
Irrigation System - Upgrade/Replace	1	LS	$150,000.00	$150,000.00	
Benches	3	EA	$2,500.00	$7,500.00	
Ramada w/ Picnic Table	6	EA	$75,000.00	$450,000.00	
New Soft Path	43,000	SF	$2.00	$86,000.00	
Asphalt Parking Lot	50	Per Space	$3,800.00	$190,000.00	
Restroom	2	EA	$150,000.00	$300,000.00	
Drinking Fountain	4	EA	$10,000.00	$40,000.00	
Demolition of Existing Pathway/Non-native Trees/Golf Features	1	LS	$300,000.00	$300,000.00	**$2,326,300.00**

The following is a list of the major pros and cons for this option. This list is not exhaustive.

PROS

- The converted course could be a unique trail/pathway addition to the Town's inventory of paved paths in an area previously inaccessible to the rest of the community. The community has identified outdoor paths as one of its top priorities in the recent Parks and Recreation master plan process, and there is a natural area away from residents to easily accommodate a parking trailhead.

- Revegetation of the fairways and greens to a natural desert environment would significantly lower potable water use on the property from the 38M-45M gallons used annually for golf. After three to five years when the vegetation becomes mature, much of the water use would be eliminated altogether.
- The El Conquistador resort could tout the proximity of a paved walking/biking path adjacent to their property as an amenity usable to more of their guests, tapping into the increasing number of leisure travelers seeking outdoor experiences due to the pandemic.
- The Town could work with the El Conquistador to provide an opportunity for part of the space near the resort to be planned for outdoor events, a desirable amenity in this pandemic environment, in consideration of appropriate financial support.
- This option would provide a permanent solution to the considerable uncertainty the surrounding residents have experienced over the past few years, stabilizing property values.
- The revegetation would create approximately 30 acres of natural desert habitat for wildlife.
- Annual maintenance costs are lower than the projected subsidy for the golf option.

CONS

- Once converted, the option for operating 9 holes of golf on the property is likely permanently closed.
- The adjacent 227 homes and the Resort lose the green golf amenity next to their properties and may see at least short-term impacts on property valuation until the amenity vegetation is mature.
- The conversion process will take some time, potentially 3-5 years for the vegetation to look its attractive best. Some non-native large trees in poor health will likely need to be removed but would be replaced with a larger quantity of trees that are more natural and self-sustaining in the desert climate.
- There are already public trails on the Town's east side in Catalina State Park and via the Linda Vista Loop, so this area may not be sought out by residents/visitors.
- The walking/biking amenity could attract more residents and visitors to the property annually than the estimated golf users, increasing the number of people using the paths for outdoor recreation. Care would need to be given to addressing resident and hotel guest safety issues. Conversely, the property may not receive as many users as other parks/open spaces, which may not justify the investment and conversion.

COMMUNITY CENTER FUND IMPACT

Staff has updated the five-year Community Center Fund forecast with current information and projections, some of which have changed due to the impacts of the pandemic on both revenues and expenditures. This proforma will continue to be adjusted over the next two months as new data is received, and the Town Council will have an opportunity to review the updated projection at a study session planned in April. The proforma reflects all operations in the Community Center Fund, and the net impact of the Pusch operation is toward the bottom of the table.

COMMUNITY CENTER FUND 5-YEAR SUMMARY

(36 holes + all other non-golf uses)

	Year 1 FY 21/22 Forecasted	*Year 2* FY 22/23 Forecasted	*Year 3* FY 23/24 Forecasted	*Year 4* FY 24/25 Forecasted	*Year 5* FY 25/26 Forecasted
Est. Beginning Fund Balance	**$879,785**	**$404,624**	**$152,387**	**$1,296,341**	**($128,197)**
Revenues:					
Golf Operator	3,603,442	3,705,229	3,809,997	3,917,832	4,138,618
Town Operations	975,102	984,658	994,310	1,004,058	1,013,903
Sales Taxes	2,709,285	2,763,471	2,813,213	2,863,851	2,915,400
Other	2,500	3,000	4,000	5,000	5,000
HOA Contribution	125,000	125,000	125,000	125,000	125,000
Subtotal	$7,415,329	$7,581,358	$7,746,520	$7,915,740	$8,197,921
Expenditures:					
Golf Operator	4,490,858	4,520,584	4,567,557	4,642,313	4,921,091
Town Operations	978,750	1,010,273	1,042,828	1,076,449	1,111,173
Capital	1,920,000	1,895,000	510,000	2,015,000	120,000
Debt Service	168,519	172,516	172,403	172,224	172,968
Transfers (in)/out	120,000	120,000	120,000	120,000	-
Subtotal	$7,678,127	$7,718,372	$6,412,788	$8,025,986	$6,325,232
Net Pusch impact	($212,363)	($115,223)	($189,777)	($1,314,293)	($766,229)
Est. Change in Fund Balance	($475,161)	($252,237)	$1,143,955	($1,424,539)	$1,106,460
Est. Ending Fund Balance	**$404,624**	**$152,387**	**$1,296,341**	**($128,197)**	**$978,263**
Est. General Fund Tax Collections from Golf Operations	*$83,076*	*$84,685*	*$86,312*	*$89,095*	*$91,985*

IMPLEMENTATION OF FINAL OPTION

The Town, through its golf operator, Indigo Golf Partners, took on interim maintenance of the Pusch course property with the understanding that a final decision on its long-term use was dependent first on whether the property would be leased to HSL, and second, whether the property would continue as golf or be converted. The Town recognizes that the Purchase and Sales Agreement includes a provision that requires the Town to maintain the property in a manner "compatible with the operation of the Resort as a first-class resort property." Since the Town finds itself in an unplanned situation, HSL has verbally agreed not to seek enforcement of that provision until such time as a decision on the final outcome of this property is determined and the Town is given the opportunity to budget for and complete its implementation. In the meantime, additional maintenance support is in the process of getting finalized through an external contract with the Town's outside landscaping firm.

Town staff have begun the development of the FY21/22 budget, and the Recommended Budget is scheduled to be distributed to the Town Council by mid-April. Whatever final decision is made, staff will incorporate the appropriate expenditures and revenues into the budget for Council approval. If the Council chooses the open space option rather than golf, I will take steps to immediately solicit the services of a landscape architect so the design process can begin as soon as possible.

This item is scheduled for discussion and possible action at your February 17 regular Council meeting. I and several members of my team, including Indigo Golf Partners, are also scheduled to meet with representatives of the HOAs late this week to review the content of this report and answer any questions.

Feel free to contact me with any questions in the interim.

Copy: Gary Cohen, Town Attorney
Chris Cornelison, Assistant Town Manager
Kristy Diaz-Trahan, Parks and Recreation Director
David Gephart, Chief Financial Officer
Bernie Eaton, El Con Golf General Manager, Indigo Golf Partners
Tony Marino, Regional Director of Operations, Indigo Golf Partners
Omar Mireles, President, HSL Properties
Anna Bifano, President of El Con Patio HOA
Sandy Carter, President of Shadows of the Ridge HOA #2
Niranjan Vescio, Secretary/Treasurer of Shadows of the Ridge HOA #2
Tony D'Angelo, HOA Representative, El Con Patio HOA
Paul Sedon, President of Shadows of the Ridge HOA #1

Pusch Ridge Golf Course Options

February 17, 2021

Town of Oro Valley

Background

- February 2020 – Town Council voted to enter into a Memorandum of Understanding (MOU) with HSL
- HSL agreed to exercise their option to lease Pusch Golf Course, effective October 1, 2020
  - Later extended to January 31, 2021, due to impacts of the COVID-19 Pandemic
- The MOU declared the Town's intention to discontinue operations of the nine-hole course
- Based on this agreement, the Town did not budget or plan to operate the Pusch course for the 2020/21 golf season

Pusch 9 Golf Course Main Options

- Option A – Town continues to operate the golf on the 9-hole Pusch course
  - A.1 – Town could also pursue a Request for Proposals for 3rd party to lease (4-5 month process)
  - A.2 – Town could leave as park-like (green grass), although higher costs w/ little public use

- Option B – Convert the 9-hole course to a natural open space/passive recreation as a community amenity

  - Note – The Purchase and Sales Agreement limits the Town's consideration of other uses beyond golf, open space and recreation without amending the agreement

Pusch Golf 5-Year Summary Proforma

Town of Oro Valley

PUSCH GOLF 5-YEAR SUMMARY PROFORMA

	Year 1 FY 21/22 Forecasted	*Year 2* FY 22/23 Forecasted	*Year 3* FY 23/24 Forecasted	*Year 4* FY 24/25 Forecasted	*Year 5* FY 25/26 Forecasted
Revenues:					
Greens & Cart Fees	164,475	169,409	172,797	176,253	179,778
Pro Shop Sales	3,600	3,672	3,745	3,820	3,897
Other Golf Revenues	5,275	5,381	5,488	5,598	5,710
HOA Contribution	34,050	34,050	34,050	34,050	34,050
Subtotal	$207,400	$212,512	$216,081	$219,722	$223,435
Expenditures:					
Personnel & Labor	86,913	87,800	88,697	89,604	90,521
Golf Course Maintenance	196,426	198,390	200,374	202,378	204,402
Other Golf Expenditures	41,424	41,544	41,787	42,033	42,282
Facility Improvements	95,000	-	75,000	1,200,000	652,460
Subtotal	$419,763	$327,734	$405,858	$1,534,015	$989,664
Net Pusch Impact:	($212,363)	($115,223)	($189,777)	($1,314,293)	($766,229)
Cumulative Impact:	($212,363)	($327,586)	($517,363)	($1,831,656)	($2,597,885)
Est. General Fund Tax Collections from Pusch Golf Operations	*$9,254*	*$9,413*	*$9,542*	*$9,673*	*$9,806*

Option A – Continued Golf Operations (Cont.)

Proforma Assumptions:

- Golf Operations – November 1 through May 1
  - Seven days per week, excluding holidays
- Year One - $95,000 Capital for Repairs
  - Year three - resurfacing of the cart path
  - Increased operating cost of $37,000 per year until the irrigation system is replaced (Year four)
- Revenues
  - Based on $25 greens fee per round; groups $20 per round
  - Projected to increase 2% in year two and 3% thereafter
  - Based on average of 35 rounds per day, with 2% increases per year
  - Limited capacity due to facility and cart quantity limitations

Option A – Continued Golf Operations (Cont.)

Proforma Assumptions:

- HOA Contributions - $34,050 per year for five years
- Golf Check-In
  - Utilizing shared counter space with tennis check-in until Pro Shop is updated and made ADA accessible
  - Limited growth availability in additional rounds, food/beverage, and merchandise revenue
  - Approx. $500,000 CIP (Year five) – Dependent on revenue availability in the Community Center Fund
- No changes in minimum wage

Option A – Continued Golf Operations (Cont.)

PROS (not exhaustive list)

- Capitalize on golfers looking for shorter play and growing numbers due to pandemic impacts
- Attractive backdrop for the El Conquistador Resort
- Resident property values protected
- Marketing opportunity for the El Conquistador Resort – attracting leisure guests and groups
- HOA contributions and potential residential members or frequent golfers
- HOA commitment to additional contributions toward investments/ modifications to reduce turf and improve water usage

Option A – Continued Golf Operations (Cont.)

CONS (not exhaustive list)

- Only course on Town-supplied potable water, using an average of 38M – 45M gallons annually
  - Reclaimed water infrastructure cannot be affordably installed
- Irrigation system will need replacing – estimated at $1.2M
- Limited capacity until pro shop is refurbished and cart storage space expanded
  - Preliminary cost estimate of $350,000 - $400,000 for cart storage expansion
- Future HOA contributions unknown
- El Conquistador Resort/HSL contributions unknown
- Utilizing capital on 9-hole course improvements versus Community Center
  - Approx. 6,700 – 7,200 rounds annually for Pusch Golf vs. 8,000 monthly visitors (pre-COVID) at Community Center

Conversion to Natural Desert Open Space 5-Year Summary Proforma

Town of Oro Valley

CONVERT GOLF COURSE TO NATURAL OPEN SPACE 5-YEAR SUMMARY

Revenues and Operating Expenses based on Level 2. Other levels would be slightly less or more.

	Year 1 FY 21/22 Forecasted	*Year 2* FY 22/23 Forecasted	*Year 3* FY 23/24 Forecasted	*Year 4* FY 24/25 Forecasted	*Year 5* FY 25/26 Forecasted
Revenues:	-	-	-	-	-
Expenditures:					
Maintenance*	-	70,000	35,000	30,000	30,000
Utilities		1,550	1,600	1,650	1,700
Operating Capital	-	7,500	6,000	5,000	5,000
Capital Investment					
Level 1	*1,355,505*				
Level 2	*1,760,075*				
Level 3	*2,675,245*				
Total Net Impact Level 1:	($1,355,505)	($79,050)	($42,600)	($36,650)	($36,700)
Total Net Impact Level 2:	($1,760,075)	($79,050)	($42,600)	($36,650)	($36,700)
Total Net Impact Level 3:	($2,675,245)	($79,050)	($42,600)	($36,650)	($36,700)
Cumulative Impact Level 1:	($1,355,505)	($1,434,555)	($1,477,155)	($1,513,805)	($1,550,505)
Cumulative Impact Level 2:	($1,760,075)	($1,839,125)	($1,881,725)	($1,918,375)	($1,955,075)
Cumulative Impact Level 3:	($2,675,245)	($2,754,295)	($2,796,895)	($2,833,545)	($2,870,245)

Option B – Convert Course to Natural Desert Open Space (Cont.)

Proforma Assumptions:

- Preliminary estimate (Kimley-Horn) used as a framework for general costs and concepts
  - Final plan developed by qualified landscape architect (following competitive RFP solicitation), with input/engagement from area residents, El Conquistador/HSL and public
  - The three levels of improvement/restoration can be adjusted to varying degrees
- Fairways and greens repurposed with low maintenance, sustainable, desert landscaping
- Cost estimates based on native seed mix application during normal rain season
- Estimated that approximately 70% of pathways should be replaced if used by the public in the future
- Expansion of parking if trail system becomes community amenity

Option B – Convert Course to Natural Desert Open Space (Cont.

Town of Oro Valley

Kimley Horn Conceptual Opinions

(Note: 15% Contingency not included in this table but reflected in the proforma)

LEVEL 1					
AMENITY	QUANTITY	UNIT	UNIT COST	TOTAL	
Restored Natural Desert Landscape (Seed Mix/Removal of Invasives)	29	AC	$10,000.00	$290,000.00	
Sawcut/Replace/Relocate Portions of Paved Paths (8')	48,000	SF	$6.00	$288,000.00	
Focus Area Landscape (15 Gallon Trees/Irrigated)	6	EA	$6,000.00	$36,000.00	
Irrigation System - Existing Maintenance Only	1	LS	$25,000.00	$25,000.00	
New Soft Path	2,850	SF	$2.00	$5,700.00	
Reclamation of Pond Area (Borrow Material)	14,000	CY	$21.00	$294,000.00	
Excavation and Removal of Existing Pond Liner	5,000	CY	$8.00	$40,000.00	
Demolition of Existing Pathway/Non-native Trees/Golf Features	1	LS	$200,000.00	$200,000.00	**$1,178,700.00**

LEVEL 2					
AMENITY	QUANTITY	UNIT	UNIT COST	TOTAL	
Restored Natural Desert Landscape (Seed Mix/Removal of Invasives)	29	AC	$10,000.00	$290,000.00	
Repair/Replace/Relocate Paved Paths (8')	70,700	SF	$4.00	$282,800.00	
Focus Area Landscape (24" Box Trees/Irrigated)	6	EA	$10,500.00	$63,000.00	
Native Tree Plantings Along Trails (15 Gallon)	200	EA	$150.00	$30,000.00	
Irrigation System - Upgrade/Replace	1	LS	$75,000.00	$75,000.00	
Benches	10	EA	$2,500.00	$25,000.00	
New Soft Path	2,850	SF	$2.00	$5,700.00	
Asphalt Parking Lot	35	Per Space	$3,000.00	$105,000.00	
Reclamation of Pond Area (Borrow Material)	14,000	CY	$21.00	$294,000.00	
Excavation and Removal of Existing Pond Liner	5,000	CY	$8.00	$40,000.00	
Drinking Fountain	2	EA	$10,000.00	$20,000.00	
Demolition of Existing Pathway/Non-native Trees/Golf Features	1	LS	$300,000.00	$300,000.00	**$1,530,500.00**

LEVEL 3					
AMENITY	QUANTITY	UNIT	UNIT COST	TOTAL	
Restored Natural Desert Landscape (Seed Mix/Removal of Invasives)	29	AC	$10,000.00	$290,000.00	
Repair/Replace/Relocate Paved Paths (8')	70,700	SF	$4.00	$282,800.00	
Focus Area Landscape (24" Box/36" Box Trees/Irrigated)	6	EA	$15,000.00	$90,000.00	
Native Tree Plantings Along Trails (15 Gallon)	400	EA	$150.00	$60,000.00	
Lakeside Plantings (Irrigated)	1	LS	$80,000.00	$80,000.00	
Irrigation System - Upgrade/Replace	1	LS	$150,000.00	$150,000.00	
Benches	3	EA	$2,500.00	$7,500.00	
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Asphalt Parking Lot	50	Per Space	$3,800.00	$190,000.00	
Restroom	2	EA	$150,000.00	$300,000.00	
Drinking Fountain	4	EA	$10,000.00	$40,000.00	
Demolition of Existing Pathway/Non-native Trees/Golf Features	1	LS	$300,000.00	$300,000.00	**$2,326,300.00**

Option B – Convert Course to Natural Desert Open Space (Cont.)

PROS (not exhaustive list)

- Unique trail/pathway addition to Town's inventory of paved paths
  - Outdoor paths identified by community as a top priority in recent Parks and Recreation master plan process
- Revegetation of the fairways and greens to natural desert environment will significantly reduce potable water use
  - Most water use will be eliminated after vegetation matures (3-5 years)
- Marketing opportunity for El Conquistador Resort to increase leisure travelers wanting outdoor experiences (paved walking and bike paths)
- Potential for planned outdoor event space near El Conquistador Resort
- Stabilize property values for surrounding residents
- Revegetation will create approximately 30 acres of natural desert habitat for wildlife
- Annual maintenance costs lower than projected subsidy for golf option

Option B – Convert Course to Natural Desert Open Space (Cont.)

CONS (not exhaustive list)

- Once converted, option for 9-hole golf will likely be closed permanently
- Short-term impacts on property valuations for adjacent homes while amenity vegetation matures
- Conversion will potentially take 3-5 years for vegetation to mature and reach its visual potential
- Trails may not be sought by residents/visitors due to proximity of Catalina State Park and Linda Vista Loop
- Resort and resident safety concerns with increased amenity use
- Conversely, limited use may not justify the investment and conversion

Community Center Fund Impact

Town of Oro Valley

Community Center Fund 5-Year Summary Proforma

COMMUNITY CENTER FUND 5-YEAR SUMMARY

(36 holes + all other non-golf uses)

	Year 1 FY 21/22 Forecasted	*Year 2* FY 22/23 Forecasted	*Year 3* FY 23/24 Forecasted	*Year 4* FY 24/25 Forecasted	*Year 5* FY 25/26 Forecasted
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Pusch Course Options Summary

- Option A – Town continues to operate golf on the 9-hole Pusch Course
  - A.1 – Town could also pursue a Request for Proposals for 3rd party to lease (4-5 month process)
  - A.2 – Town could leave as park-like (green grass), although higher costs w/ little public use

- Option B – Convert the 9-hole course to a natural open space/passive recreation as a community amenity