

**SCOTTSDALE CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, MARCH 7, 2017**



**CITY HALL KIVA  
3939 N. DRINKWATER BOULEVARD  
SCOTTSDALE, AZ 85251**

**CALL TO ORDER**

Mayor W.J. "Jim" Lane called to order a Regular Meeting of the Scottsdale City Council at 5:02 P.M. on Tuesday, March 7, 2017, in the City Hall Kiva.

**ROLL CALL**

Present: Mayor W.J. "Jim" Lane; Vice Mayor Suzanne Klapp; and Councilmembers Virginia Korte, Kathleen, Linda Milhaven, Guy Phillips, and David N. Smith

Also Present: City Manager Jim Thompson, Deputy City Attorney Sherry Scott, Budget Director Judy Doyle, City Auditor Sharron Walker, and City Clerk Carolyn Jagger

**PLEDGE OF ALLEGIANCE** – Councilman Smith

**INVOCATION** – Pastor Josh Newton, First Southern Baptist Church of Scottsdale

**MAYOR'S REPORT**

Mayor Lane read two proclamations in honor of Junior Citizen Science Day and Fast Pitch Day.

**PRESENTATIONS**

- **Social Venture Partners Arizona Fast Pitch**  
**Presenter(s):** Andrea Aker, Partner

Andrea Aker, Partner, gave a presentation on Social Venture Partners Arizona Fast Pitch.

**NOTE:** MINUTES OF CITY COUNCIL MEETINGS AND WORK STUDY SESSIONS ARE PREPARED IN ACCORDANCE WITH THE PROVISIONS OF ARIZONA REVISED STATUTES. THESE MINUTES ARE INTENDED TO BE AN ACCURATE REFLECTION OF ACTION TAKEN AND DIRECTION GIVEN BY THE CITY COUNCIL AND ARE NOT VERBATIM TRANSCRIPTS. DIGITAL RECORDINGS AND CLOSED CAPTION TRANSCRIPTS OF SCOTTSDALE CITY COUNCIL MEETINGS ARE AVAILABLE ONLINE AND ARE ON FILE IN THE CITY CLERK'S OFFICE.

## PUBLIC COMMENT

- Roberto Duron presented a citizen petition (attached), on behalf of Coronado Park Estates and the El Cuadro neighborhood, asking the City to require Odanoroc, LLC, to abandon the use of telephone poles to enclose the driving range portion of the golf course; and, if the poles are not removed, require the removal of the top 15 feet from each pole and the poles painted white.
- Richard Porter spoke in support of the citizen petition presented by Mr. Duron.
- Mark Stuart provided an update on the Save Our Preserve efforts.

## ADDED ITEMS

### A1. Added Items

The supporting materials for Item No. 18 were added to the agenda less than ten days prior to the meeting and will require a separate vote to remain on the agenda.

**Request:** Vote to accept the agenda as presented or to continue the added item(s) to the March 21, 2017 Council meeting.

Mayor Lane noted that Item 18 was agendaized for a continuance; therefore, no action was needed on this item.

## MINUTES

**Request:** Approve the Regular Meeting Minutes of February 7, 2017.

## MOTION AND VOTE – MINUTES

Councilmember Korte made a motion to approve the Regular Meeting Minutes of February 7, 2017. Vice Mayor Klapp seconded the motion, which carried 7/0.

## CONSENT AGENDA

### 1. Monarch Wellness Centers Conditional Use Permit (8-UP-2012#2)

**Request:** Find that the conditional use permit criteria have been met and adopt **Resolution No. 10721** approving the renewal of an existing Conditional Use Permit for a Medical Marijuana Use in a 1,585± square-foot facility with Commercial Office District, Planned Community District (C-O PCD) zoning.

**Location:** 8729 E. Manzanita Drive

**Staff Contact(s):** Tim Curtis, Current Planning Director, 480-312-4210, [tcurtis@scottsdaleaz.gov](mailto:tcurtis@scottsdaleaz.gov)

### 2. Fry's Fuel Center No. 621 Conditional Use Permit (9-UP-2016)

**Request:** Find that the conditional use permit criteria have been met and adopt **Resolution No. 10722** approving an amendment to an existing Conditional Use Permit to allow for the expansion of an existing gas station to add four dispensers on a 9.5±-acre site with Planned Community (PC) zoning and comparable Highway Commercial (C-3) zoning district land uses and property development standards.

**Location:** 9350 N. 90<sup>th</sup> Street

**Staff Contact(s):** Tim Curtis, Current Planning Director, 480-312-4210, [tcurtis@scottsdaleaz.gov](mailto:tcurtis@scottsdaleaz.gov)

- 3. 6922 Mixed Use Rezoning (23-ZN-2016)**  
**Request:** Adopt **Ordinance No. 4295** approving a zoning district map amendment from Central Business, Downtown Overlay (C-2 DO) to Downtown/Downtown Multiple Use – Type 2 Downtown Overlay (D/DMU-2 DO) zoning with amended development standards on a 2,063± square-foot site.  
**Location:** 6922 E. 5<sup>th</sup> Avenue  
**Staff Contact(s):** Randy Grant, Planning and Development Services Director, 480-312-2664, [rgrant@scottsdaleaz.gov](mailto:rgrant@scottsdaleaz.gov)
- 4. Blue Moose Outdoor Dining License Agreement**  
**Request:** Adopt **Resolution No. 10706** authorizing Agreement No. 2017-026-COS with 16<sup>th</sup> & University, LLC, for an outdoor dining patio on City property.  
**Location:** 7373 E. Scottsdale Mall  
**Staff Contact(s):** Daniel Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)
- 5. Booster Pump Stations 56 and 116 Construction Bid Award**  
**Request:** Adopt **Resolution No. 10702** authorizing Construction Bid Award No. 17PB018 to Mortenson Construction, the lowest responsive bidder, at the unit price bid of \$1,543,591 for construction improvements to Booster Pump Stations 56 and 116.  
**Staff Contact(s):** Daniel Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)
- 6. Fire Station 603 Architectural Services Contract**  
**Request:** Adopt **Resolution No 10692** to authorize:  
1. Contract No. 2017-019-COS with Fucello Architects, LLC, in the amount of \$352,641 to provide design services for Fire Station 603.  
2. The initiation of a Municipal Use Master Site Plan for Fire Station 603.  
**Staff Contact(s):** Daniel Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)
- 7. Miller Road/Loop 101 Freeway Underpass Construction Alternatives Analysis Engineering Services Contract**  
**Request:** Adopt **Resolution No. 10708** authorizing Contract No. 2017-029-COS with Kimley-Horn and Associates, Inc., in the amount of \$431,247.92 for engineering services for the Miller Road/Loop 101 Freeway (State Route 101) Underpass Construction Alternatives Analysis.  
**Staff Contact(s):** Daniel Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)
- 8. Capital Improvement Projects On-Call Water Resources Engineering Service Contracts**  
**Request:** Adopt **Resolution No. 10710** authorizing the following on-call engineering services contracts in an amount not to exceed \$2,000,000 each for the design of various water resources projects for two-year terms with the option to extend for three additional one-year periods:  
1. Contract No. 2017-030-COS with CDM Smith, Inc.  
2. Contract No. 2017-031-COS with Wilson Engineers, LLC  
**Staff Contact(s):** Daniel Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)

**9. Capital Improvement Projects On-Call Roundabout Specialist Engineering Services Contracts**

**Request:** Adopt **Resolution No. 10712** authorizing the following on-call roundabout specialist engineering services contracts in an amount not to exceed \$500,000 each for an initial two-year term for design review, planning, analysis, and professional consultation pertaining to proposed roundabouts on an “as needed” basis at various project locations throughout the City:

1. Contract No. 2017-032-COS with SE Ritchie Corp. d/b/a Roundabouts & Traffic Engineering
2. Contract No. 2017-035-COS with MTJ Engineering, LLC

**Staff Contact(s):** Daniel Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)

**10. Scottsdale Housing Annual Agency Plan**

**Request:** Adopt **Resolution No. 10684** to:

1. Approve the FY 2017/18 Annual Agency Plan for the operation of, and to serve as the funding application for, the Housing Choice Voucher (HCV) Program, and authorize its submission to the U.S. Department of Housing and Urban Development (HUD).
2. Authorize the revised Administrative Plan and its submission to HUD.
3. Authorize the acceptance of HCV vouchers.

**Staff Contact(s):** William Murphy, Community Services Director, 480-312-7954, [bmurphy@scottsdaleaz.gov](mailto:bmurphy@scottsdaleaz.gov)

**11. NCHA Scottsdale Nationals Event**

**Request:** Adopt **Resolution No. 10716** to authorize:

1. Funding not to exceed \$60,000 in total, up to \$30,000 per event, from the Tourism Development Fund for the 2017 and 2018 NCHA Scottsdale Nationals event.
2. New Event Funding Agreement No. 2017-037-COS with National Cutting Horse Association.

**Staff Contact(s):** Karen Churchard, Tourism and Events Director, 480-312-2890, [kchurchard@scottsdaleaz.gov](mailto:kchurchard@scottsdaleaz.gov)

**12. Traffic Control Motorcycles Grant**

**Request:** Adopt **Resolution No. 10725** to authorize:

1. Highway Safety Contract No. 2017-039-COS with the Governor’s Office and Highway Safety to accept a grant in the amount of \$54,000 to replace two motorcycles.
2. A budget transfer in the amount of \$54,000 from the adopted FY 2016/17 Future Grants Budget and/or Grant Contingency Budget and the creation of a new operating cost center to record the related grant activity.

**Staff Contact(s):** Alan Rodbell, Chief of Police, 480-312-1900, [arodbell@scottsdaleaz.gov](mailto:arodbell@scottsdaleaz.gov)

**13. CAP1 Pumping Station Land Use License Agreement**

**Request:** Adopt **Resolution No. 10730** to authorize the Water Resources Director to complete and submit an application to the Central Arizona Water Conservation District (CAWCD) to obtain a license for the City’s CAP1 pumping station and pay an application fee in the amount of \$2,500; execute on behalf of the City a Land Use License Agreement with CAWCD for the City’s CAP1 pumping station; request a waiver of the annual fee from CAWCD or in the event the waiver is not granted, negotiate an annual fee for the license; and execute such documents to construct and maintain the CAP1 pumping station.

**Location:** CAP1 pumping station located at 16800 N. Greenway Hayden Loop  
**Staff Contact(s):** Brian Biesemeyer, Water Resources Director, 480-312-5683, [bbiesemeyer@scottsdaleaz.gov](mailto:bbiesemeyer@scottsdaleaz.gov)



- 14. Marcellus v. City of Scottsdale et al. Legal Fees**  
**Request:** Adopt **Resolution No. 10733** authorizing legal fees to be incurred in Contract No. 2015-031-COS with the Law Offices of Robert S. Murphy, LLC, in an amount not to exceed a total of \$250,000 for the defense of *Marcellus v. City of Scottsdale et al.*, Cause No. CV2015-091140, currently pending in Maricopa County Superior Court.  
**Staff Contact(s):** Bruce Washburn, City Attorney, 480-312-2405, [bwashburn@scottsdaleaz.gov](mailto:bwashburn@scottsdaleaz.gov)
- 15. Erica Rahn v. City of Scottsdale Legal Fees**  
**Request:** Adopt **Resolution No. 10735** authorizing the Risk Management Department to continue to pay the Law Firm of Holloway Odegard & Kelly, P.C., in an amount not to exceed a total maximum of \$135,000, pursuant to Contract No. 2015-027-COS (previously Contract No. 2011-013-COS with the Law Firm of Holloway Odegard Forrest & Kelly) for the legal defense of *Erica Rahn v. City of Scottsdale*, currently pending in the Supreme Court of Appeals of Arizona, Case No. CV-17-0046-PR.  
**Staff Contact(s):** Bruce Washburn, City Attorney, 480-312-2405, [bwashburn@scottsdaleaz.gov](mailto:bwashburn@scottsdaleaz.gov)
- 16. Legal Services Contract**  
**Request:** Adopt **Resolution No. 10740** authorizing Contract No. 2017-047-COS with the law firm of Dickinson Wright PLLC in an amount not to exceed \$35,000 for legal services for the City's defense of *Shearer v. City of Scottsdale* currently pending in the United States District Court for the District of Arizona, Case No. 2:16-CV-04337-SPL.  
**Staff Contact(s):** Bruce Washburn, City Attorney, 480-312-2405, [bwashburn@scottsdaleaz.gov](mailto:bwashburn@scottsdaleaz.gov)
- 17. Legal Services Contract Amendment**  
**Request:** Adopt **Resolution No. 10741** authorizing Contract No. 2016-090-COS-A1 with Gust Rosenfeld, PLC, in an amount not to exceed \$35,000 to provide legal representation to the City in the acquisition of property for the construction of a fire station.  
**Staff Contact(s):** Bruce Washburn, City Attorney, 480-312-2405, [bwashburn@scottsdaleaz.gov](mailto:bwashburn@scottsdaleaz.gov)

Mayor Lane opened public testimony.

Mark Stuart, Scottsdale resident, expressed concern about the financial impacts of Consent Agenda Items 15, 16, and 17 and their placement on the Consent Agenda.

Mayor Lane closed public testimony.

#### **MOTION AND VOTE – CONSENT AGENDA**

Councilmember Korte made a motion to approve Consent Agenda Items 1 through 17. Councilwoman Littlefield seconded the motion, which carried 7/0.

## REGULAR AGENDA

### 18. **Palmeraie Rezoning (7-ZN-2016)**

**Request:** At the request of staff and the applicant, continue to March 21, 2017.

**Staff Contact(s):** Randy Grant, Planning and Development Services Director, 480-312-2664, [rgrant@scottsdaleaz.gov](mailto:rgrant@scottsdaleaz.gov)

### MOTION AND VOTE – ITEM 18

Councilman Phillips made a motion to continue Item 18 to March 21, 2017. Vice Mayor Klapp seconded the motion, which carried 7/0.

### 19. **WestWorld Tent Agreement**

**Request:** Presentation, discussion, and possible direction to staff regarding the possible continued use of the WestWorld Tent.

**Presenter(s):** Dan Worth, Public Works Director

**Staff Contact(s):** Dan Worth, Public Works Director, 480-312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov); Brian Dygert, WestWorld General Manager, 480-312-6825, [bdygert@scottsdaleaz.gov](mailto:bdygert@scottsdaleaz.gov)

Public Works Director Dan Worth gave a PowerPoint presentation (attached) on the continued use of the WestWorld Tent.

Mayor Lane opened public testimony.

The following spoke in opposition to continued use of the WestWorld tent:

- Frederick Green, DC Ranch Homeowners Association
- Chris Kirkpatrick, Scottsdale resident
- Mike Baker, Canyon Heights Homeowners Association
- Philip Geiger, Scottsdale resident

The following spoke in support of continued use of the WestWorld Tent:

- Craig Jackson, Barrett-Jackson
- Ed Capen, Goodguys Rod & Custom Association

Mayor Lane closed public testimony

### MOTION AND VOTE – ITEM 19

Vice Mayor Klapp made a motion to: (1) accept the WestWorld Subcommittee's recommendation that the WestWorld tent remain in use for one year; and (2) direct the City Manager to formulate a masterplan for WestWorld, including negotiating a long-term agreement with Barrett-Jackson. Councilwoman Littlefield seconded the motion, which carried 6/1, with Councilman Smith dissenting.

**PUBLIC COMMENT** – Jerry Lenhart commented on the Save Our Preserve efforts.

## CITIZEN PETITIONS

### 20. Receipt of Citizen Petitions

**Request:** Accept and acknowledge receipt of citizen petitions. Any member of the Council may make a motion, to be voted on by the Council, to: (1) Direct the City Manager to agendize the petition for further discussion; (2) direct the City Manager to investigate the matter and prepare a written response to the Council, with a copy to the petitioner; or (3) take no action.

**Staff Contact(s):** Carolyn Jagger, City Clerk, 480-312-2411, [cjagger@scottsdaleaz.gov](mailto:cjagger@scottsdaleaz.gov)

### MOTION AND VOTE – ITEM 20

Councilman Phillips made a motion to direct the City Manager to investigate the citizen petition presented by Roberto Duron, which asked the City to require Odanoroc, LLC, to abandon the use of telephone poles to enclose the driving range portion of the golf course; and, if the poles are not removed, require the removal of the top 15 feet from each pole and the poles painted white. Vice Mayor Klapp seconded the motion, which carried 7/0.

### 21. Boards, Commissions, and Task Force Nominations (Note: Interviews and appointments scheduled for March 21, 2017)

Development Review Board (*one vacancy*) – Councilwoman Littlefield nominated Shakir Gushgari, Councilwoman Milhaven nominated Lisa Collins, Vice Mayor Klapp nominated Troy Hill, Mayor Lane nominated Doug Craig, and Councilmember Korte nominated Bret Krossschell.

Human Relations Commission (*two vacancies*) – Councilwoman Milhaven nominated Maureen Aldes, Vice Mayor Klapp nominated Janice Shimokubo, Mayor Lane nominated Anne Fowler, and Councilwoman Littlefield nominated Stuart Rhoden.

Library Board (*one vacancy*) – Vice Mayor Klapp nominated Shiela Reymond.

Loss Trust Fund Board (*one vacancy*) – No nominations.

Neighborhood Advisory Commission (*one vacancy*) – No nominations.

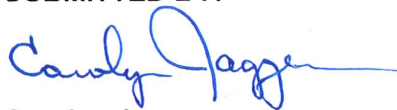
Transportation Commission (*one vacancy*) – Mayor Lane nominated Barry Graham and Councilman Phillips nominated Scott Angell.

**MAYOR AND COUNCIL ITEMS – None**

## ADJOURNMENT

The Regular City Council Meeting adjourned at 6:45 P.M.

### SUBMITTED BY:



Carolyn Jagger  
City Clerk

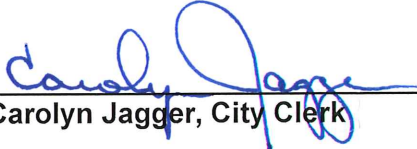
Officially approved by the City Council on April 4, 2017

### C E R T I F I C A T E

I hereby certify that the foregoing Minutes are a true and correct copy of the Minutes of the Regular Meeting of the City Council of Scottsdale, Arizona held on the 7<sup>th</sup> day of March 2017.

I further certify that the meeting was duly called and held, and that a quorum was present.

**DATED** this 4<sup>th</sup> day of April 2017.

  
\_\_\_\_\_  
Carolyn Jagger, City Clerk

Item 19

## **WestWorld Tent Disposition**

*City Council  
March 7, 2017*

### **Current Timeline**

- Jan 19, 2016: Council direction to remove tent
- Jan 2016-Jan 2017: Advertised for sale of tent; no response to three solicitations
- May 3, 2016: Council approved contract with Barrett-Jackson to keep tent up one additional year in exchange for \$100k payment
- Project in CIP to remove tent, restore site for \$700k

## Tent Removal Project



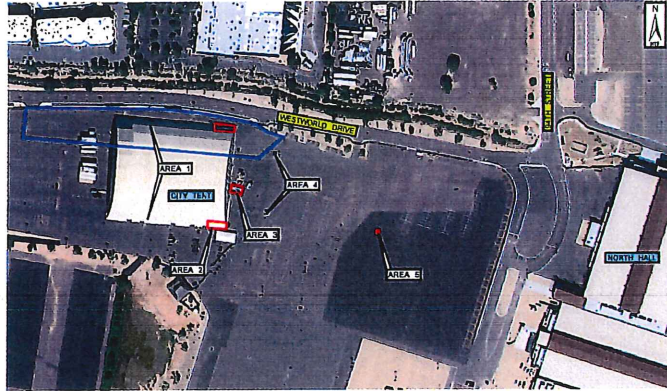
- \$700k for site restoration in City Manager's proposed 2016/17 CIP budget

## New Issues

- Request to keep tent in place for possibly one or two more years
  - Allows City more time to market tent
  - Additional \$100k Barrett-Jackson payment for each additional year tent remains in place
  - Barrett-Jackson and others still pay separate use fee for use of tent
  - Avoids future cost of replacing tent fabric
- Change to capital cost to remove tent: \$2.6M
  - Revised estimate
  - Scope change: Regrade parking, additional electrical



## Potential Revised Tent Removal Project



- \$2.6M addresses scope change (regrade pavement, add electrical) and increase to estimate
- Increase from \$700k to \$1.6M for original planned scope

## Rental Revenue

2015 - 2016

Event	Days	Tent Rental
^ Barrett Jackson	39	\$57,120.00
Goodguys Spring Show	7	\$11,050.00
International Sportsmen's Expo	9	\$34,510.00
Kid's Closet Connection (Spring)	6	\$4,352.00
Fire Department Recruit	1	\$2,000.00
Kid's Closet Connection (Fall)	6	\$4,352.00
Goodguys Fall Show	7	\$11,050.00
Hot Tub Expo	4	\$7,000.00
Wonderland Market	7	\$20,000.00
<b>TOTAL</b>	<b>86</b>	<b>\$151,434.00</b>

\*2016 - 2017 (expected)

^ Barrett Jackson	39	\$57,120.00
Goodguys Fall Show	7	\$11,050.00
International Sportsmen's Expo	9	\$34,510.00
Goodguys Spring Show	7	\$11,050.00
<b>TOTAL</b>	<b>62</b>	<b>\$113,730.00</b>

~ 2017 - 2018

^ Barrett Jackson	39	\$57,120.00
~ Off Road Expo	5	\$25,080.00
~ Kid's Closet Connection (Spring)	6	\$4,352.00
Goodguys Fall Show	7	\$11,050.00
International Sportsmen's Expo	9	\$34,510.00
~ Kid's Closet Connection (Fall)	6	\$4,352.00
Goodguys Spring Show	7	\$11,050.00
<b>TOTAL</b>	<b>79</b>	<b>\$147,514.00</b>

\*Stopped selling Tent space because it was to come down Spring 2017

~ Potential events if tent remains as bookings stopped July 1, 2016

^ Does not include additional \$100,000/year per contract 2016-051 COS

- Annual tent maintenance costs: \$40,000

- Tent rental also has accompanying food & beverage, City's portion adds approximately 50% additional revenue related to tent

- Future events only include current users; additional users have expressed interest in renting if tent is available

- Shows renting the tent also rent other facilities, these additional rent amounts are not shown

- Sportsmen's Expo total rent \$78k, total revenue to City \$130k

- Haunted House 2014/15 \$86k rent, total revenue to City \$166k

**Questions  
and  
Discussion**



## PETITION

We the citizens of "Coronado Park Estates" and the "El Cuadro Neighborhood" petition the City of Scottsdale to require Odanoroc L.L.C. (Coronado Golf Course) to abandon the use of the ugly and inappropriate telephone poles for the purpose of enclosing the Driving Range portion of the Golf Course. We demand that the City acknowledge that the current situation exists due to their failure to supervise and enforce the terms and conditions of Section VI, Paragraph 6.2 of the "Golf Course Lease and Supplemental Parcel Agreement" dated November 1, 2005, and their refusal to appeal the court's ruling on the definition of the "structure" that these poles represent. We further demand that IF the City should decide not to require the immediate removal of these poles, the City will require and enforce the cutting off of the top 15 feet of each pole and the painting of all poles to the color of white or an appropriate color to match the transparency of the screening.



NAME	ADDRESS	PHONE	SIGNATURE
Julie Shannon	2647 N. Miller Rd. #20	(602) 677-7529	<i>Julie Shannon</i>
Tony Kelly	2647 N. Miller Rd #7		<i>Tony Kelly</i>
Elizabeth Comolli	2647 N Miller Rd #5	(480) 815-4614	<i>Elizabeth Comolli</i>
Anne Gozzaniga	2647 N Miller Rd #23	480 292 8714	<i>Anne Gozzaniga</i>
Jim Jones	2647 N Miller Rd #16	785-224-3330	<i>James Jones</i>
Michael Rubino	2647 N Miller Rd Unit 6	480 361-5951	<i>Michael Rubino</i>
Richard Porter	2647 N. Miller Rd #19	480-945-5776	<i>Richard L. Porter</i>
MARILYN FOX	2647 N. MILLER RD #18	602-321-3770	<i>Marilyn C. Fox</i>
Jean Jones	2647 N. Miller Rd #15	480-231-0146	<i>Jean Jones</i>

2017 MAR -7 PM 4:26  
 OFFICE OF THE  
 CITY CLERK

















## Presentation of Petition to Scottsdale City Council

Good evening, Mr. Mayor, ladies and gentlemen of the Council.

My name is Roberto Duron, president of the Coronado Park Estates Homeowners Association. I am here to present a petition from the property owners of our community and El Cuadro Neighborhood, both located between the City-owned Coronado Golf Course and Miller Road.

We are asking this Council to order the City Attorney and City Manager to enforce relevant City Ordinances and the provisions of the "Golf Course Lease and Supplemental Parcel Agreement" between the City of Scottsdale and Odanoroc LLC dated November 1, 2005, and honor the recommendations for Land Use Issues of the Scottsdale Golf Course Policy published in May 1997.

Our problems began when a Civil Ticket and Complaint issued on April 21, 2015, by your Code Enforcement officer to stop the illegal construction of a fence using unsightly telephone poles on the City owned Coronado Golf Course was vacated by the Municipal Court because no City Attorney was present to correct the wrong interpretation of the building code by the Judge. In addition, the City Attorney inexplicably chose not to appeal this flawed and harmful decision.

On February 16, 2016, the Parks and Recreation office gave the Lessee written notice that its "failure to repair and maintain the driving range barrier in a first class, sound, safe, clean and attractive manner" constituted a default and breach of its agreement with the City, but it did not enforce compliance.

A meeting we held with the Acting City Manager in June led to new civil citation and court appearance on October 19. This time the court gave the Lessee 90 days to submit the necessary application for a building permit or face the statutory fines.

On January 11, 2017, when we met with staff of the Planning Department, we learned that the Lessee would not be asked to take down the illegally constructed fence but would be allowed to complete it if it was safe. The Planning Department had no interest in the aesthetics of the project; nor did it even know that "Golf Course Lease and Supplemental Parcel Agreement" existed.

On February 6, we met with the new City Manager to brief him on these issues, only to learn that he had no intention of changing the existing application review process, nor requiring that the provision of the Golf Course Agreement about the appearance of the fence be applied.

We, therefore, petition this Council to stipulate that any building permit for any improvement to its Coronado Golf Course honor the *Improvement Quality* provisions of the Agreement along with relevant building codes.

## Appeal to the Scottsdale City Council

Good Afternoon Mr. Mayor and members of the City Council

My name is Richard Porter and I live in house number 19 at Coronado Park Estates at 2647 N Miller Rd. 22 years ago, we chose to purchase this house because it was on a lot overlooking the golf course.

In 2005, when the City tried to replace the golf course with new training fields for the San Francisco Giants we joined with other HOA's and fought to keep the golf course because we were promised that it would be restored to top notch condition. We also helped the city draft the "Golf Course Lease and Supplemental Parcel Agreement" because we thought City oversight would guarantee course maintenance and upkeep.

Now, some twelve years later, we find that many of these City officials that we counted on to enforce the lease and help protect our property values didn't even know there was a lease. Some have never read it and have no idea what laws they are suppose to enforce.

Rather than repeat the timeline of events that Mr. Duron has presented, I have prepared an information package for you where you will find a timeline summary, a few photos, our petitions, and a summary of the lease rules and laws that have been ignored. They clearly point out the numerous events that have transpired solely because of the City's failure to enforce the laws that would have prevented the situation that exists today.

Now, we the taxpayers are left wondering if it's just our geographic location within the city that is causing this lack of City support and it's interest in the attractiveness of the project. We respectfully request that the Council investigate how this problem has been handled and immediately adopt new reforms that will eliminate any further bureaucratic ignorance and laziness.

Given the history of this case and the improbability of any compromise being reached, we request it be ordered that these poles be removed and that the City exercise its right under paragraph 9.2 and terminate the Lease. Then acquire the supplemental parcel and turn the entire golf complex into an expansion of El Dorado Park. This would proactively solve the overcrowding that will soon happen when all of this new construction in South Scottsdale is completed.

Thank you for your time and attention.

## ***TIMELINE SUMMARY***

### November 1, 2005

Golf Course Lease and Supplemental Parcel Agreement between the City of Scottsdale and Odanoroc LLC becomes effective.

### April 21, 2015

Civil Ticket and Complaint issued by Code Enforcement officer to stop illegal installation of telephone poles for driving range fence. No application for a Plan Approval or Building Permit.

### May 9, 2015

Case was vacated by Municipal Court because no City Attorney was present to correct the Judge's wrong interpretation of the Building Code. The City Attorney ignored the ruling and failed to appeal.

### February 16, 2016

Parks and Recreation issued written a notice of default for "failure to repair and maintain the driving range fence in a first class, sound, safe, clean and attractive manner" which constituted a default and breach of its agreement with the City.

However the City did not enforce compliance.

### June 9, 2016

Our meeting with the acting City Manager led to a new Civil Citation which, after a couple of continuances was finally scheduled for Court on October 19, 2016. The State's motion for a direct verdict was granted because the defense was not properly represented. The Judge gave the Lessee 90 days to submit a proper application for a Building Permit or face statutory fines.

### January 11, 2017

We met with the staff of the Planning Department and were told that the Lessee would be allowed to complete the illegal fence if the plans were approved and it was determined to be safe. The Planning Department stated to us that they had no interest in the aesthetics of the project and they also had no knowledge that the Golf Course Lease even existed. Since that day, we have learned that the Lessee's plans were not acceptable and rejected.

### February 6, 2017

We met with the new City Manager to brief him on these issues and ask for his advice only to learn that he had no intention of changing the existing provision in the Golf Course Lease regarding the appearance of the fence.



## ***LIST OF VIOLATIONS***

Listed below is a copy of the sections of the GOLF COURSE LEASE AND SUPPLEMENTAL PARCEL AGREEMENT that have been violated by the Lessee and ignored or unenforced by the City officials.

### **VI. LESSEE'S IMPROVEMENTS GENERALLY**

6. Lessee's Improvements Generally. Lessee has only agreed to do the renovation and repair work set out and scheduled in Exhibit "F" (the "Initial Work"). Lessee has not promised to construct any other improvements to the Golf Facility. During this Agreement, Lessee may desire to perform other improvements, repairs, installation, construction, grading, structural alterations, utility alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description whether or not specifically described herein upon or related to the Premises (collectively "Lessee's Improvements"). If Lessee desires to do such work, or if work is required by this Agreement (such as the Initial Work or work to repair fire damage to a building), then Lessee shall do such work, whether upon the Premises or upon the Supplemental Parcel, in compliance with the following:

6.1 Cost of Lessee Improvements. All Lessee's Improvements shall be designed and constructed by Lessee at Lessee's sole cost and expense. In no event, including without limitation termination of this Agreement for any reason, shall Lessor be obligated to compensate Lessee in any manner for any of Lessee's Improvements or other work provided by Lessee during or related to this Agreement. Lessee shall timely pay for all labor, materials, work and all professional and other services related thereto and shall pay, indemnify, defend and hold harmless Lessor and Lessor's employees, officer's, contractors and agents against all claims related thereto. Lessee shall bear the cost of all work required from time to time to cause the Premises to comply, to the extent they are applicable to the Premises, with local zoning rules, the Americans with Disabilities Act, building codes and similar rules.

6.2 Improvement Quality. Any and all work performed on the Premises by Lessee shall be performed in a workman-like manner as reasonably determined by Lessor and shall be diligently pursued to completion and in conformance with all building codes and similar rules. All of Lessee's Improvements shall be high quality, safe, modern in design, and attractive in appearance, all as approved by Lessor through the plans approval processes described in this Agreement in addition to any zoning, building code or other regulatory processes that may apply.

6.5 Approval Required. Lessee shall not perform any construction work requiring a building permit without having first received written plans approval by Lessor. Upgrades, renovations and repairs to the Golf Facility irrigation system are not subject to the plans approval requirements of this article, but Lessee shall provide to Lessor copies of plans before doing irrigation system work other than routine repairs.

6.6 Effect of Approval. Lessor's approval of plans submitted shall be irrevocable for purposes of this Agreement and shall constitute approval (but only at the level of detail of the applicable stage of the review process) of the matters plainly shown on the plans approved. Lessor shall not reject subsequent plans to the extent the matter to which Lessor objects was clearly included in plans previously approved by Lessor and plainly shown on plans previously approved by Lessor. However, Lessor is not precluded from objecting to matters previously not approved.

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6.8 Design Requirements. All Lessee's Improvements shall comply with the following design requirements:

6.8.1 All Lessee's Improvements shall be contained entirely within the Premises or Supplemental Parcel and without any encroachment or dependence upon any other property.

6.8.2 All Lessee's Improvements shall comply with all requirements of law, any applicable insurance contracts, all Site Documents and this Agreement.

6.8.3 Lessee shall be responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Premises.

6.8.4 To the extent requested by Lessor, Lessee's plans shall include a description of construction methods employed to address environmental issues affecting or affected by the Premises and protect surrounding properties.

IX. BREACH BY LESSEE

9. Breach by Lessee. Lessee shall comply with, perform and do each performance and thing required of Lessee herein and Lessee's failure to do so shall be a breach by Lessee of this Agreement.

9.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" and a material breach by Lessee of Lessee's material obligations under this Agreement:

9.1.1 If Lessee shall be in arrears in the payment of Rent and shall not cure such arrearage within ten (10) days after Lessor has notified Lessee in writing of such arrearage.

9.1.2 The occurrence of any material default or other failure by Lessee to perform all obligations under any of the Site Documents.

9.1.3 If Lessee shall fail to operate the Golf Facility (except as excused by this Agreement for floods or other damage to the Golf Facility (see hours of operation)) for a period of ten (10) consecutive days or a total of twenty (20) days within any calendar year. No default shall occur if the Golf Facility is open within the time periods specified.

9.1.4 If Lessee shall fail to or neglect to do or perform or observe any other provisions contained herein on its part to be kept or performed, and such failure or neglect to do or perform or observe any of such other provisions shall continue for a period of thirty (30) days after Lessor has notified Lessee in writing of Lessee's default hereunder.

9.2 Lessor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Lessor may, at its option and from time to time, exercise any or all or any combination of the following remedies in any order and repetitively at Lessor's option:

9.2.1 Lessor's right to terminate this Agreement for nonpayment of Rent or for any other Event of Default is hereby specifically provided for and agreed to.

9.2.2 After having given the notice and cure periods set forth above, enter into and upon the Premises or any part thereof, and repossess the same of its former estate, and expel Lessee and those claiming by, through or under it, and remove their effects, if any, forcibly if necessary (if allowed by applicable law), without being deemed guilty of trespass and without prejudice to any other remedy. Use of the Supplemental Parcel for the Golf Facility is defined elsewhere in this Agreement. ~~This paragraph does not allow Lessor to enter upon or use the Supplemental Parcel outside the periods stated in this Agreement for the Supplemental Parcel to be used for the Golf Facility.~~

9.2.3 Claim and enforce a lien, which is hereby created upon Lessee's property at the Premises securing all of Lessee's obligations hereunder.

9.2.4 Cause a receiver to be appointed for the Premises and for the continuing operation of Lessee's business thereon.

9.2.5 Pay or perform, for Lessee's account and at Lessee's expense, any or all payments or performances required hereunder to be paid or performed by Lessee.

9.2.6 After Lessee has failed to cure during the thirty (30) day period stated above (or other cure period stated above) Lessor may abate at Lessee's expense any violation of this Agreement.

9.2.7 Notwithstanding anything in this Agreement to the contrary, unilaterally and without Lessee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter-of-credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security held or obligated by Lessee, Lessor or any third party pursuant to this Agreement and use the proceeds for any remedy permitted by this Agreement. Lessee hereby irrevocably grants to Lessor power of attorney coupled with an interest to act for Lessee in all respects with respect to any of the foregoing.

9.2.8 Pursue at Lessee's expense any and all other remedies, legal or equitable, to which Lessor may be entitled.

9.2.9 Refuse without any liability to Lessee therefor to perform any obligation imposed on Lessor by this Agreement.

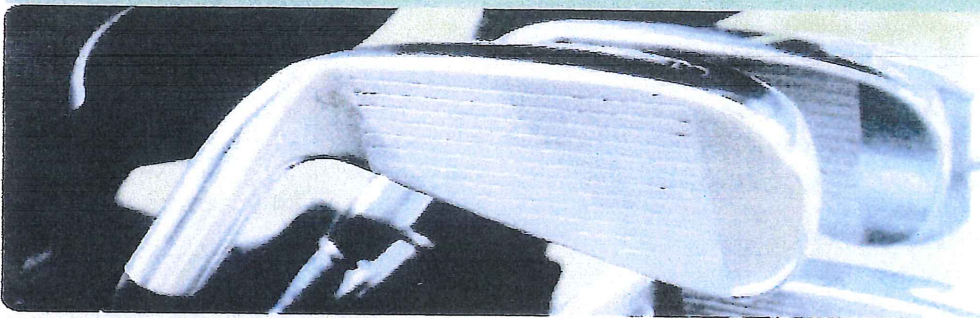
9.2.10 Be excused from further performance under this Agreement.

9.2.11 Insist upon Lessee's full and faithful performance under this Agreement and upon Lessee's full and timely payment of all Rent during the entire remaining term of this Agreement.

9.2.12 Assert or exercise any other right or remedy permitted by law.

9.3 Continued Use of Supplemental Parcel. In the event this Agreement terminates because of a default by Lessee, the Supplemental Parcel shall continue to be available to Lessor for Golf Facility Use during the Gap Period. During the Gap Period, Lessor may operate the Golf Facility directly or through a lessee or other entity.

9.4 Non-waiver. Lessee acknowledges Lessee's unconditional obligation to comply with this Agreement. No failure by Lessor to demand any performance required of Lessee under this Agreement, and no acceptance by Lessor of any imperfect or partial performance under this Agreement, shall excuse such performance or impair in any way Lessor's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Lessor of Rent or other performances hereunder shall be deemed a compromise or settlement of any claim Lessor may have for additional or further payments or performances. Any waiver by Lessor of any breach of condition or covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Lessor from declaring a default for any succeeding breach either of the same condition or covenant or otherwise. No statement, bill or notice by Lessor concerning payments or other performances due hereunder shall excuse Lessee from compliance with this Agreement nor estop Lessor (or otherwise impair Lessor's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or paragraph) shall be effective against Lessor unless made in writing by a duly authorized representative of Lessor specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LESSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.



Coronado Golf Course & Lighted Driving Range is a premier golf destination in Scottsdale, Arizona. We offer a variety of golfing options for all skill levels, including a lighted driving range, putting green, and chipping area. Our friendly staff is always ready to assist you with your golfing needs. For more information, please contact us at (480) 948-1111 or visit our website at www.coronadogolf.com.

GPS    FLYOVER

## Welcome to Coronado Golf Course

## Welcome to Coronado Golf Course

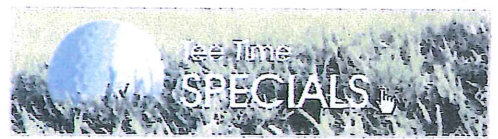
**\*\*\*Course is CASH ONLY!\*\*\***

Coronado Golf Course and Lighted Driving Range is Scottsdale, Arizona's oldest, most affordable golf! The lighted driving range, putting, and chipping facilities are open until 9pm. Come by and enjoy the most affordable golf in Scottsdale!

## Contact us



Pro Shop:  
Address:



First time playing Walked Played 9 holes Excellent weather Verified Purchaser

Monday I played this course "twice", i.e. the first time and the last time. It's basically a cow pasture without the cow chips. There were plenty of golfers on the driving range and course so I guess they do a good business. The only plus for me was Rolling Rock for \$1.50 in the clubhouse.

Pace of Play: <b>Fair</b>	Course Layout: <b>Poor</b>
Course Conditions: <b>Poor</b>	Staff Friendliness: <b>Average</b>
Value for the Money: <b>Fair</b>	Off-Course Amenities: <b>Fair</b>
Course Difficulty: <b>Fairly Easy</b>	

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This has been the only range I have used for the last 5 years. Being in old town and lighted, with cold beer and a great happy hour.

The golf course is terrible. That's not why people go there.

Recently, I stopped by to hit a few to find out they don't accept cards... Cash only. Hold on its 2015 and they don't have an ATM on the property. At least buy one to make money off of it!

Stupid. Just increase your fees to supplement for the transaction cost.

Continental here I come. ,

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First time playing Verified Purchaser

This course is a poor excuse for a 9 hole course. There is nothing about this course that is worth praising. GolfNow had it rated as a 3 star - I would only give it a 1 star.

Pace of Play: <b>Fair</b>	Course Layout: <b>Poor</b>
Course Conditions: <b>Poor</b>	Staff Friendliness: <b>Good</b>
Value for the Money: <b>Fair</b>	Off-Course Amenities: <b>Poor</b>

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First time playing Used cart Played 9 holes Good weather

Wanted to take my wife out who is beginning to pick up the game and I hope I can erase this from her memory.

Coronado 9 is the worst condition golf course I have played in the valley. I understand its was the start of summer season, but there is no way it should have been this brutal. Do yourself a favour.....when your looking to play an executive...

Pace of Play: <b>Fair</b>	Course Layout: <b>Poor</b>
Course Conditions: <b>Poor</b>	Staff Friendliness: <b>Fair</b>
Value for the Money: <b>Poor</b>	Off-Course Amenities: <b>Poor</b>